

November 3, 2021

**GENERAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2021  
between  
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS  
and  
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
OF THE UNITED STATES, ITS TERRITORIES AND CANADA  
FOR THE PRODUCER-I.A.T.S.E. BASIC AGREEMENT  
AND WEST COAST STUDIO LOCAL AGREEMENTS**

This Memorandum of Agreement is entered into as of August 1, 2021 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE"), on its own behalf and on behalf of its respective signatory West Coast Studio Locals (hereinafter referred to as "Locals" and listed on Exhibit "A" attached hereto), (such International Alliance and Locals being referred to individually as the "Union" and collectively as the "Unions"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of those Producers which have effectively consented, in writing, to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers" and listed on Exhibit "B" attached hereto), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

**EFFECT OF CHANGES**

All of the provisions of the current collective bargaining agreements between these parties shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the "Wage Scales, Hours of Employment and Working Conditions" of the West Coast Studio Local Agreements (referred to as the "Local Agreements") and/or in the Producer-I.A.T.S.E. Basic Agreement (referred to as "the Basic Agreement"), unless otherwise specifically provided.

Provided that the AMPTP receives notice of ratification on or before November 30, 2021, and provided no work stoppage or job action by the members of the IATSE takes place between July 31, 2021 and the ratification of the successor agreements, the provisions herein shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification, unless a

contrary date is specified, in which case such provision shall be effective as of the date so specified.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **Term**

The term of the Basic Agreement and the West Coast Studio Local Agreements shall be for three (3) years, beginning August 1, 2021 and terminating on July 31, 2024.

2. **Wages**

- a. Except as otherwise provided herein, minimum contract wage rates shall be increased by three percent (3%) effective August 1, 2021; by an additional three percent (3%) effective July 31, 2022; and by an additional three percent (3%) effective July 30, 2023. These increases shall be compounded.
- b.
  - i. The minimum contract wage rates in Paragraph 11(b) of the Local #871 Amendment Agreement for all Assistant Production Office Coordinators employed on a television motion picture and all Art Department Coordinators employed on a television motion picture shall be increased to \$23.50 per hour effective August 1, 2021; \$24.50 per hour effective July 31, 2022; and \$26.00 per hour effective July 30, 2023.
  - ii. The minimum contract wage rates for Writers' Room Assistants and Script Coordinators employed under the Local #871 (Script Coordinators and Writers' Room Assistants) Agreement shall be increased to \$23.50 per hour effective August 1, 2021; \$24.50 per hour effective July 31, 2022; and \$26.00 per hour effective July 30, 2023.
  - iii. During the term of the 2021 Local #871 Amendment Agreements, the following sideletters shall not apply to the minimum contract wage rates set forth in subparagraphs i. and ii. above: the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable), the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order), the Sideletter re Productions Made for Basic Cable and the Sideletter re Programs Made for New Media.

3. **Pension and Health**

a. **13<sup>th</sup> and/or 14<sup>th</sup> Checks for Retirees Who Retired On or Before August 1, 2009**

*Modify subparagraph (2) of Article XIII.(f) of the Basic Agreement as follows:*

“(2) The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009 and who were employed under the Basic Agreement and/or Videotape Agreement or who were not covered by any collective bargaining agreement during their employment (i.e., ‘non-affiliates’), provided that the Pension Plan's actuaries, in conjunction with the Health Plan's consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that: (i) at least eight (8) months of reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) the cost of thirteenth and fourteenth checks, if any, granted during the term of the Agreement shall be amortized over the fifteen (15) year amortization period commencing January 1, 2017; and (iv) if there are insufficient funds in the Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.”

“The foregoing Pension Plan improvements shall not be applicable to any Plan participant who is covered by another collective bargaining agreement, unless such collective bargaining agreement contains this pension and health package on an equivalent economic basis.”

*Make conforming changes.*

b. **Additional Health Plan Contributions**

- i. Increase the "Basic Rate" in Article XII(b)(1) for Producers which qualify as a "\$15 Million Contributor" by forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective August 1, 2021; by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective July 31, 2022; and by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective July 30, 2023.
- ii. In recognition of the disproportionate level of Post '60s and Supplemental Market contributions made to the Motion Picture Industry Pension and

Health Plans by certain signatory Producers, the parties agree to increase the "Premium Rate" in Article XII(b)(2) for Producers which do not qualify as a "\$15 Million Contributor" (other than an Employer as provided in subparagraph iii. below) by one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective August 1, 2021; by an additional one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective July 31, 2022; and by an additional one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective July 30, 2023.

- iii. The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Health Plan that (A) the Employers identified on the list provided by the IATSE to the AMPTP on September 15, 2021 and (B) any Employer signatory to the Basic Agreement which is a "shop" or "facility" shall make contributions to the Plans at the same rate as Rate Group 48, which shall remain at least \$2.00 above the Basic Rate in Article XII(b)(1) of the Basic Agreement. When the Plan is able to do so, it shall create a separate rate group for such Employers with a contribution rate equivalent to Rate Group 48. The Directors of the Plan shall establish a definition of "shop" or "facility" for purposes of this provision. Any dispute whether an Employer qualifies as a "shop" or "facility" signatory to the Basic Agreement shall be resolved by the Directors of the Plan.

c. **Increase Benefits for On-Call Employees**

*Modify the first paragraph of Article XII.(e) (and make conforming changes to Articles XIII.(d) and XIV.(c)) of the Basic Agreement to provide as follows:*

"( ) For purposes of this provision, studio, nearby and distant location employment under 'on call' weekly schedules<sup>1</sup> shall be considered as follows:

"(1) Partial week - twelve (12) hours per day (thirteen (13) hours per day effective July 31, 2022; fourteen (14) hours per day effective July 30, 2023);

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<sup>1</sup> Notwithstanding the increase in the number of hours on which pension, health and IAP contributions are to be submitted for 'on call' employees, it is agreed that for any period in which the wage increase is based upon a cents per-hour formula, salary increases for 'on call' employees for that period shall nevertheless continue to be calculated in accordance with the parties' past practice.

"(2) Five day week - sixty (60) hours per week (~~sixty-five (65) hours per week effective July 31, 2022; seventy (70) hours per week effective July 30, 2023~~);

"(3) Six day week - seventy-two (72) hours per week (~~seventy-seven (77) hours per week effective July 31, 2022; eighty-two (82) hours per week effective July 30, 2023~~)-~~effective July 29, 2018~~ ~~sixty-seven (67) hours~~; and

"(4) Seven day week - eighty-four (84) hours per week (~~eighty-nine (89) hours per week effective July 31, 2022; ninety-four (94) hours per week effective July 30, 2023~~)-~~effective July 29, 2018~~ ~~seventy-five (75) hours~~."

c. **Amend Allocation Language re: Retiree Health Plan Reserves**

The bargaining parties recommend that the Directors of the Motion Picture Industry Pension and Health Plans amend the language in Exhibit A, Article III., Section 1(c)(2) of the Pension Plan Trust Agreement so that 25% of the amount of Post '60s receipts required to be paid to the Pension Plan under Exhibit A, Article III., Section 1(c)(1) for the prior Plan Year is allocated in each calendar quarter.

d. **Study and Analysis of the MPIPHP Structure**

A committee consisting of an equal number of representatives of the Producers and the IATSE, in conjunction with the Health Plan's consultants and the Pension Plan's actuaries, shall conduct a joint study to examine the long-term status of the Motion Picture Industry Pension and Health Plans and possible alternative Plan structures going forward. The committee shall meet as soon as practicable upon ratification of the Agreement with results of the study due to the bargaining parties by July 1, 2022. It is understood that other Union parties to the Plans may join the committee, if agreed by Producers.

4. **Rest Periods**

- a. The rest period provisions set forth in subparagraph 4.a.(i) and (ii) below apply to employees employed under the West Coast Studio Local Agreements (other than those employed under the Local #700 Post-Production Agreements (Majors and Independents) and those employed under the Amendment Agreement with Local #871 covering Script Coordinators and Writers' Room Assistants). The rest period provisions set forth in subparagraphs 4.a.(i) and (ii) below apply to employees employed under the Local #700 Post-Production Agreements (Majors and Independents) (other than on New York-based productions within a radius of 250 miles of Columbus Circle, New York City under the Local #700 Post-Production Amendment Agreements (Majors and Independents)), and the rest

period provisions set forth in subparagraph 4.a.(ii) apply to employees employed on New York-based productions within a radius of 250 miles of Columbus Circle, New York City under the Local #700 Post-Production Amendment Agreements (Majors and Independents). The rest period provisions set forth in subparagraph 4.a.(iii) below apply to Script Coordinators and Writers' Room Assistants employed under the Agreement with Local #871. The rest period provisions provided herein shall apply on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after the first Sunday that falls 90 days after the AMPTP's receipt of notice of ratification. Otherwise, the rest period provisions in the 2018 West Coast Studio Local Agreements shall apply to all other employees. (Rest period provisions do not apply to "on call" employees.)

(i) Daily Rest Period

- (1) The daily rest period for all employees shall be ten (10) hours, except when the applicable Local Agreement already requires a daily rest period of ten (10) hours or more, and except as otherwise provided below. (See subparagraph 4.a.(i)(2) below for the rest period on distant location). In the event that the rest period has been increased in accordance with the foregoing and is invaded by no more than one (1) hour for an "On Production" employee (or no more than two (2) hours for an "Off Production" employee) following dismissal from a studio or nearby location, the employee shall be paid additional straight time for all such invaded time.
- (2) The daily rest period on distant location for all employees who are subject to a daily rest period on distant location shall be nine (9) hours, except when the applicable Local Agreement already requires a daily rest period of nine (9) hours or more on distant location, and except as otherwise provided below. In the event that the daily rest period on distant location has been increased in accordance with the foregoing and is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time.
- (3) Notwithstanding the foregoing subparagraphs (1) and (2) above:
  - (A) There shall be no change to daily rest periods for those assigned through studio technical/production services.
  - (B) The parties confirm that the improvements in the rest period provisions agreed upon in the 2021 negotiations for

the Local #600 (Publicists) Agreement do not apply to employees employed in a studio's publicity department, unless they perform services on the set of a production when specifically assigned to that production. (The parties renew their understanding concerning the applicability of the rest period provisions in the Local #600 (Publicists) Agreement under the 2018 Agreement.)

- (C) There shall be no modification to the Local #700 (Screen Story Analysts) Agreement or the Local #700 (Laboratory Film/Video Technicians and Cinetechnicians) Agreement.

(ii) Weekend Rest Period<sup>1</sup>

(1) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

- (A) the fifth day of the workweek is no longer than twelve (12) hours worked; and either
- (B) (i) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;
- (ii) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or
- (iii) work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the course of the employee's work shift.
- (C) Producer may utilize the foregoing exceptions:

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<sup>1</sup> If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

- (i) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;
- (ii) no more than once every six (6) weeks on episodic series and mini-series;
- (iii) twice on a theatrical motion picture or on a one-time motion picture 85 minutes or more in length.

(2) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

(3) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee's fifth consecutive day of work to the start of the employee's work day on the seventh day of the workweek.

(4) Measurement of the weekend rest period shall be the same as applies to the daily rest period under the 2018 West Coast Studio Local Agreements, except that measurement of the weekend rest period on distant location shall be set-to-set or, if the employee is not employed on a set, worksite-to-worksite.

(5) The penalty for invasion of the rest period provisions in subparagraphs 4.a.(ii)(1)-(3) above shall be payment of additional straight time for the invaded hours only.

(6) The foregoing rest periods shall not apply to a workweek shift.

(7) Notwithstanding the foregoing provisions in subparagraph 4.a.(ii) above:

(A) The parties confirm that the improvements in the rest period provisions agreed upon in the 2021 negotiations for



the Local #600 (Publicists) Agreement do not apply to employees employed in a studio's publicity department, unless they perform services on the set of a production when specifically assigned to that production. (The parties renew their understanding concerning the applicability of the rest period provisions in the Local #600 (Publicists) Agreement under the 2018 Agreement.)

(B) There shall be no modification to the Local #700 (Screen Story Analysts) Agreement or the Local #700 (Laboratory Film/Video Technicians and Cinetechnicians) Agreement.

(iii) *Paragraph 18 of the Local #871 (Script Coordinators and Writers' Room Assistants) Agreement shall continue to apply to employees covered by that Agreement, with the following modification:*

“18. **Turnaround**

“(a) **Daily Rest Period.** An employee who has not received an ~~eight (8)~~ ten (10) hour rest period after working more than twelve (12) hours in a day, from the time of reporting to work to dismissal, shall be paid one and one-half times his or her Regular Basic Hourly Rate for any invaded hours.

“(b) **Weekend Rest Period**<sup>1</sup>

“(1) **Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek**

“An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

“(2) **Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek**

“An employee who works six (6) consecutive days in the workweek shall be entitled to a weekend rest period of thirty-two (32) hours, inclusive of the daily rest period.

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<sup>1</sup> If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

“(3) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

“An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a weekend rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.

“(4) The penalty for invasion of the weekend rest period provisions above shall be payment of additional straight time for the invaded time only.”

5. Meals

- a. Producers and the IATSE agree to work with the DGA and/or production executives in an effort to ensure that employees covered by the Basic Agreement are provided the opportunity to take contractually-prescribed meal breaks. A meeting of representatives of the AMPTP, IATSE and DGA to discuss the provision of meal periods to the IATSE in a timely manner shall take place as soon as practicable but in no event later than January 31, 2022.
- b. In addition to the Special Committee process set forth in Paragraph 20(b) of the “Meal Periods and Meals” provisions of the West Coast Studio Local Agreements, Producers agree that the IATSE may request meetings on a Producer-by-Producer basis to discuss recurring issues with the provision of meal breaks to employees covered by the Basic Agreement.
- c. Within thirty (30) days of notice of ratification, the AMPTP will issue a bulletin emphasizing the importance of providing employees with a meal break during the day. The bulletin shall set forth the meal period requirements in Paragraph 20(a)-(d) of the West Coast Studio Local Agreements.
- d. Meal Penalty Increase
  - i. *Modify Paragraph 20(h)(1) and (2) of the 2018 Local #44 Agreement, Local #80 (First Aid) Agreement, Local #600 (Camera) Agreement, Local #600 (Publicists) Agreement, Local #695 Agreement, Local #700 (Editors) (Majors and Independents) Agreements, Local #700 (Screen Story Analysts) Agreement, Local #705 Agreement, Local #706 Agreement, Local #728 Agreement, Local #729 Agreement, Local #800 (Art Directors/Illustrators and Matte Artists/Set Designers and Model*

*Makers/Scenic Title and Graphic Artists) Agreements, Local #871 Agreement (Script Supervisors), Local #884 Agreement and Local #892 Agreement; Paragraph 20(i)(1) and (2) of the 2018 Local #80 (Grips) Agreement and Paragraph 3(a)(9)(C)(i) and (ii) of the 2018 Local #700 (Editors) (Majors and Independents) Amendment Agreements to provide as follows:*

**“20. Meal Periods and Meals**

“The meal period provisions below apply to both "On Production" and "Off Production" employees.

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“( ) (1) Except as provided in subparagraph (2) below, the meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or  
fraction thereof . . . . . \$ 7.50

Second one-half (½) hour meal delay or  
fraction thereof . . . . . \$10.00

Third and ~~each~~ fourth succeeding one-half (½) hour  
meal delay or fraction thereof . . . . . \$12.50

Fifth and each succeeding  
one-half (½) hour meal delay or fraction  
thereof . . . . . \$25.00

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

“(2) The meal ~~Meal~~ penalty for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

First one-half (½) hour meal delay or  
fraction thereof . . . . . \$ 8.50

Second one-half (1/2) hour meal delay or  
fraction thereof . . . . . \$11.00

Third and ~~each~~ fourth succeeding one-half (1/2) hour  
meal delay or  
fraction thereof . . . . . \$13.50

Fifth and each succeeding  
one-half (1/2) hour meal delay or  
fraction thereof . . . . . \$25.00

“For any workweek in which an employee is  
entitled to more than twenty (20) meal period penalties, all subsequent  
meal period penalties for that employee in that workweek shall be  
compensated at one (1) hour of pay at the prevailing rate for each one-half  
(1/2) hour of meal delay or fraction thereof.”

“Such allowances shall be in addition to the compensation for  
work time during the delay and shall not be applied as part of any  
guarantee.”

e. *Modify Paragraph 20(h)(2) of the 2018 Local #700 (Laboratories) Agreement to  
provide as follows:*

“(2) For Cinetechnicians

(i) Except as provided in subparagraph (ii) below, the  
meal penalty for delayed meals for Cinetechnicians shall be computed as follows:

First one-half (1/2) hour meal delay or  
fraction thereof . . . . . \$ 7.50

Second one-half (1/2) hour meal delay or  
fraction thereof . . . . . \$10.00

Third and ~~each~~ fourth succeeding one-half (1/2) hour  
meal delay or fraction thereof . . . . . \$12.50

Fifth and each succeeding  
one-half (1/2) hour meal delay or fraction  
thereof . . . . . \$25.00

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

“(ii) ~~The meal~~ Meal penalty for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

First one-half (½) hour meal delay or  
fraction thereof . . . . . \$ 8.50

Second one-half (½) hour meal delay or  
fraction thereof . . . . . \$11.00

Third and ~~each~~ fourth succeeding one-half (½) hour  
meal delay or  
fraction thereof . . . . . \$13.50

Fifth and each succeeding  
one-half (½) hour meal delay or  
fraction thereof . . . . . \$25.00

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

“Such allowances shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.”

- f. *Modify Paragraph 45(c) of the 2018 Local #44 Agreement, Local #695 Agreement, Local #700 (Editors) (Majors and Independents) Agreements, Local #700 (Labs) Agreement, Local #800 Art Directors Agreement, Local #892 Agreement, 2018 Local #80 (First Aid) Agreement, Local #80 (Grips) Agreement, Local #600 (Camera) Agreement, Local #600 (Publicists) Agreement, 2018 Local #705 Agreement, Local #706 Agreement, Local #728 Agreement, Local #729 Agreement, Local #800 (Illustrators and Matte Artists /Scenic Title and Graphic Artists/Set Designers and Model Makers) Agreements, Local #871 Agreement (Script Supervisors) to provide as follows:*

“45. Meal Periods on Distant Location

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“(c) Meal penalty for delayed meals shall be computed as follows:

“First one-half (½) hour meal delay or fraction thereof . . . . . \$ 7.50

“Second one-half (½) hour meal delay or fraction thereof . . . . . \$10.00

“Third and ~~each~~ fourth succeeding one-half (½) hour meal delay or fraction thereof . . . . . \$12.50

“Fifth and each succeeding one-half (½) hour meal delay or fraction thereof . . . . . \$25.00

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

“Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.”

6. Productions Made for New Media

a. Delete the following language from the preamble to the Sideletter re: Productions Made for New Media to the Basic Agreement and Videotape Agreement:

~~“When the parties entered into the 2015 negotiations, they mutually understood that the economics of New Media production were uncertain and that greater flexibility in terms and conditions of employment was therefore mutually beneficial. The parties understood that if one or more business models developed such that New Media production became an economically viable medium, then the parties would mutually recognize that fact in future agreements:~~

~~“During the 2018 negotiations, in recognition of emerging subscription video-on-demand services exhibiting mid-budget and high budget dramatic~~

productions, the parties agreed to modify the terms and conditions for “mid-budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph D. below and the terms and conditions for “high budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph G. below.”

b. **Low Budget SVOD Programs**

*Add a new Paragraph D.(2) to the Sideletter re: Productions Made for New Media (and renumber the existing Paragraph D.(2) as D.(3)) as follows:*

**“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)**

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**“(2) Low Budget SVOD Programs**

**“(a) The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to:**

**“(i) any program or series that would otherwise qualify as a “Low Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to August 1, 2022; or**

**“(ii) any program or series that would otherwise qualify as a “Low Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after August 1, 2022, if such program or series were produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Producer prior to August 1, 2022.**

“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2022.

“Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after August 1, 2022 and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).<sup>2</sup>

“Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to IATSE-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

“(b) Low Budget SVOD Programs Defined

“The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to covered original, live action dramatic new media productions (other than an “Experimental New Media Production”) made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter “Low Budget SVOD Programs”):

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<sup>2</sup> In the event that Producer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.



**“Length of Program as Initially Exhibited\*”**                      **“Low Budget” Threshold**

<u>20-35 Minutes</u>	<u>Less than \$900,000</u>
<u>36-65 Minutes</u>	<u>Less than \$1,750,000</u>
<u>66 Minutes or more</u>	<u>Less than \$2,100,000</u>

“\* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D.(2) and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

“(c) Terms and Conditions

“The terms and conditions applicable to a Low Budget SVOD Program shall be as provided in the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) (hereinafter the “Long-Form Sideletter”), regardless of where such Low Budget SVOD Program is produced, except that:

“(i) Employees employed on a Low Budget SVOD Program, other than post-production employees, shall be paid at the wage rates set forth in the “Made for Television Long-Form Agreement Rate Schedules” for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply);

“(ii) Paragraph 3 of the Long-Form Sideletter shall not apply. Post-production employees employed on a Low-Budget SVOD Program shall be paid at the wage rates set forth in Exhibit 1 to this Sideletter for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to

July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply);

“(iii) In lieu of Paragraph 4 of the Long-Form Sideletter, Paragraph E.(3) of this Sideletter shall apply;

“(iv) In lieu of Paragraph 5.(ii) of the Long-Form Sideletter, Paragraph E.(5) of this Sideletter shall apply; and

“(v) Paragraph 5.(viii) of the Long-Form Sideletter shall not apply.”

*Make conforming changes, including but not limited to modifying the second sentence of Paragraph B. of the Sideletter re Productions Made for New Media to refer to Paragraph D.1., rather than to “Paragraph D.”*

c. **Mid-Budget SVOD Programs**

*Modify former Paragraph D.(2) [re-numbered (3) as a conforming change from Item 5.b. above] of the Sideletter re: Productions Made for New Media to the Basic Agreement as follows:*

**“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)**

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**“(23) Mid-Budget SVOD Programs**

**“(a) The terms and conditions set forth in this Paragraph D.(3) shall not apply to any program or series that continues in production on or after [the first Sunday following the AMPTP’s receipt of notice of ratification] and which qualified as a “Legacy”<sup>3</sup> Mid-Budget SVOD Program or series, and continues to qualify as a “Legacy” Mid-Budget SVOD Program or series, pursuant to Paragraph D.(2)(a)(i) or (ii) of the Sideletter re Productions Made for New Media to the 2018 Basic Agreement.**

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<sup>3</sup> “During the 2021 negotiations, the parties agreed as a matter of housekeeping to rename “grandfathered” Mid-Budget SVOD Programs and series as “Legacy” Mid-Budget SVOD Programs and series.

“In addition, the terms and conditions set forth in this Paragraph D.(3) shall not apply to a Mid-Budget SVOD Program or episodes of a Mid-Budget SVOD series, the principal photography of which commences on or after [the first Sunday following the AMPTP’s receipt of notice of ratification] pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification].<sup>4</sup> Paragraph D.(2) of the Sideletter re Productions Made for New Media to the 2018 Basic Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2021 negotiations.

~~“The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to:~~

~~“(i) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to August 1, 2019; or~~

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<sup>4</sup> “If the licensee orders additional Mid-Budget SVOD Programs or episodes of a Mid-Budget SVOD series, the principal photography of which will commence on or after [the first Sunday following the AMPTP’s receipt of notice of ratification], pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification], and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the Mid-Budget SVOD Program or episodes of the Mid-Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2021 Basic Agreement. In the event that Producer asserts that a Mid-Budget SVOD Program qualifies as a “Legacy” Mid-Budget SVOD Program under the provisions of the second paragraph of Paragraph D.(3)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

~~“(ii) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after August 1, 2019, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Producer prior to August 1, 2019.~~

~~“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2019.~~

~~“Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after August 1, 2019 and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).<sup>5</sup>~~

~~“Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to IATSE-represented employees on programs or series covered by subparagraphs (i) or (ii) above.~~

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<sup>5</sup> In the event that Producer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(3)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

“(b) Mid-Budget SVOD Programs Defined

“The terms and conditions set forth in Paragraph D.(23)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter “Mid-Budget SVOD Programs”):

<u>“Length of Program as Initially Exhibited*”</u>	<u>“Mid-Budget” Threshold</u>
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

“\* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D.(3) and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

“(c) Terms and Conditions

“The terms and conditions applicable to a Mid-Budget SVOD Program shall be as provided in the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) (hereinafter, the “Long-Form Sideletter”), regardless of where such Mid-Budget SVOD Program is produced, except that:

“(i) Employees employed on a Mid-Budget SVOD Program, other than post-production employees, shall be paid at the wage rates set forth in the “Made

for Television Long-Form Agreement Rate Schedules” for the period ~~two periods~~ prior to the period in question (e.g., during the period ~~August 2, 2020~~ August 1, 2021 to ~~July 31, 2021~~ July 30, 2022, the wage rates for the period ~~July 29, 2018~~ August 2, 2020 to ~~August 3, 2019~~ July 31, 2021 shall apply). Effective July 31, 2022, such employees shall be paid at the wage rates set forth in the “Made for Television Long-Form Agreement Rate Schedules” for the applicable time period;

“(ii) Paragraph 3 of the Long-Form Sideletter shall not apply. Post-production employees employed on a Mid-Budget SVOD Program shall be paid at the wage rates set forth in Exhibit 1 to this Sideletter for the period ~~two periods~~ prior to the period in question (e.g., during the period ~~August 2, 2020~~ August 1, 2021 to ~~July 31, 2021~~ July 30, 2022, the wage rates for the period ~~July 29, 2018~~ August 2, 2020 to ~~August 3, 2019~~ July 31, 2021 shall apply). Effective July 31, 2022, post-production employees employed on a Mid-Budget SVOD program shall be paid at the wage rates set forth in Exhibit 1 to this Sideletter for the applicable time period;

“(iii) In lieu of Paragraph 4 of the Long-Form Sideletter, Paragraph E.(3) of this Sideletter shall apply;

“(iv) In lieu of Paragraph 5.(ii) of the Long-Form Sideletter, Paragraph E.(5) of this Sideletter shall apply; and

“(v) Paragraph 5.(viii) of the Long-Form Sideletter shall not apply.”

d. High Budget SVOD Programs

- i. See attached charts for changes to terms and conditions for High Budget SVOD Programs. In addition, the parties shall jointly develop agreed-upon wage rate schedules for Low Budget SVOD, Mid-Budget SVOD and High Budget SVOD Programs.

- ii. During the 2021 negotiations, the parties agreed to resolve all disputes concerning the application of the Special Condition Sideletters to mini-series that are fewer than 66 minutes per part on the following basis:

The Producers agree to apply the Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (“One-Hour Sideletter”) to Tier 1 High Budget SVOD mini-series intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada that are fewer than 66 minutes in length per part and commence principal photography on or after the first Sunday following the AMPTP's receipt of notice of ratification.

The Producers maintain their position that the Long-Form Sideletter applies to Tier 1 High Budget SVOD mini-series produced under the 2018 Basic Agreement intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada that are fewer than 66 minutes in length per part. In exchange for the Producers' agreement as described in the preceding paragraph, the Union agrees to waive and hereby forever relinquish all claims that the One-Hour Sideletter applies to mini-series produced under the 2018 Basic Agreement that are fewer than 66 minutes per part (and under the 2021 Basic Agreement for mini-series that are identified to the Union prior to the conclusion of these negotiations).

- e. Renew the Sideletter re: Productions Made for New Media, subject to the modifications provided herein.
- f. Renew the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media.

7. **Martin Luther King Jr. Day**

Effective January 1, 2022, Martin Luther King Jr. Day shall be added as a holiday in the West Coast Studio Local Agreements (see below for modifications to the Local #600 Amendment Agreement and the Local #700 Amendment Agreement (Majors/Independents)), and the unworked holiday percentage for daily and weekly employees shall increase from 3.719% to 4% commencing with the period January 1, 2022 to and including December 31, 2022 and continuing in the period January 1, 2023 to and including December 31, 2023 and in the period January 1, 2024 to and including December 31, 2024.

For employees working under the Local #600 Amendment Agreement and the Local #700 Amendment Agreement (Majors/Independents), Martin Luther King Jr. Day shall replace Columbus Day as a holiday. An employee who does not work on Martin Luther King Jr. Day shall be eligible for payment for the holiday if the employee worked the scheduled work day before the holiday and the scheduled work day after the holiday. (If the next scheduled work day after the holiday follows a hiatus of one (1) week or more, no holiday pay shall be payable.) Pay for the employee for the unworked holiday shall be calculated on the basis of eight (8) hours (at the employee's regular straight time hourly rate) or one-fifth (1/5th) of the weekly guaranteed rate for employees on a weekly rate.

8. **Diversity, Equity and Inclusion**

a. *Add a new Article XLVIII. to the IATSE Basic Agreement to provide:*

**“XLVIII. Diversity, Equity and Inclusion**

“(a) **Statement of Commitment.** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Producers and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from ‘underrepresented populations’ in order to foster a more inclusive, equitable and diverse workforce in the motion picture industry. Historically, ‘underrepresented populations’ have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

“In furtherance of this commitment, Producers, in partnership with the Union, seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the motion picture crafts.

“(b) **Self-Identification Data.** During the 2021 negotiations, the parties discussed the efforts that have been made by the Producers and the Local Unions to obtain information about the personal characteristics of their employees and membership through voluntary self-identification. The IATSE, along with the Local Unions, and the Producers recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to diversify the workforce. To that end, the IATSE and the Local Unions agree to encourage their members to voluntarily self-identify when requested to do so by either a Local Union or a Producer, including when members are completing new membership paperwork for a Local Union or start paperwork for a Producer. The



IATSE and the Local Unions further agree to share with the AMPTP any diversity statistics that they currently possess or develop in the future.

“(c) **Training Program Opportunities.** The joint labor-management Diversity, Equity and Inclusion Task Force established by the Sideletter re Diversity, Equity and Inclusion shall form a subcommittee, consisting of IATSE representatives and Producer representatives (hereafter “committee”), to develop and oversee ongoing program(s) for on-the-job training within the motion picture industry in the various job classifications covered by the IATSE Basic Agreement and West Coast Studio Local Agreements. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided, and may take into consideration training programs already in existence. The goal of the committee is to greatly expand training program opportunities to enhance employment for individuals who are under-represented in this industry. The committee shall meet within thirty (30) days after ratification of the Basic Agreement.

“(1) **Working Internship Program.** It is expected that all Local Unions with roster classifications will participate in the following working internship program for entry-level rostered classifications, which will operate in addition to existing training programs.

“(i) **Outreach.** The committee will identify and coordinate with various established local community groups, along with the Producers’ studio departments involved in recruitment and any other appropriate employment resources, for the purpose of identifying candidates for training programs from under-served communities and/or currently under-represented groups, taking into consideration local hiring demographics. Producer may request the resumes of candidates and may separately interview them before placement with the company. Each Producer may select from among these candidates (or from other sources) to fill working intern assignments on that company's productions. Producer shall consult and work cooperatively with the Union should it decide to select candidates from a third-party source not previously identified by the committee.

“Individuals enrolled in existing Local Union training programs, training programs through vocational or educational institutions such as Hollywood CPR and LA Trade Tech (and other mutually agreed-upon sources) or individuals identified by Producer or the Union, will continue to be candidates eligible to participate in working intern assignments with Producers or other training in conjunction with such programs.

“(ii) The training program(s) will include pre-training by community organizations and/or others, such as pre-training to teach set protocol, use of equipment, department information, call sheets, safety and other information. All working interns shall be required to take CSATF Safety Training, HP1 and A training before commencing work, which may be accessed through CSATF and IATTF.

“(iii) The Local Union(s) commit to support working interns prior to and/or during the working intern’s assignment.

“(iv) Recognizing the value of a mutual commitment to the success of the working intern, Producers agree that working intern(s) will be assigned to a Department in consultation with and with the support of the Department Head (or other appropriate bargaining unit personnel in the absence of a Department Head). The IATSE and the Local Unions agree to encourage their members to participate in and support the working intern program(s). Once a working intern is placed within a Department, the Department Head and other appropriate bargaining unit personnel shall assist in mentoring, training and developing the working intern, and other crew members likewise shall facilitate opportunities for the working intern to learn.

“(v) Subject to subparagraph (iv) above, and after the working intern completes any pre-training and/or craft orientation, the Producer shall assign the working intern to a production. The working intern may be assigned work on different productions, including productions of entities related to or affiliated with the Producer. During the assignment, the working intern may learn and perform bargaining unit work within an otherwise fully staffed department. Working interns in this capacity will not displace any crew members working under the terms of the applicable IATSE collective bargaining agreement and will be an additional position in the department. By way of example, if a particular IATSE Local #80-represented grip crew is customarily staffed with four grips, that crew will continue to be staffed with four regular full-time grips and a working intern may be assigned to work with them.

“(vi) During their assignments, working interns must complete a specified number of days (which need not be consecutive) to the satisfaction of the Producer to qualify to work under the minimum rates, terms and conditions of the particular IATSE Local Agreement for the roster classification for which they have gained working intern experience. The committee shall determine the minimum number of days necessary for working interns (other than individuals participating in a vocational/educational training program described in subparagraph (2) below) to qualify for such treatment, which shall be no less than thirty (30) and no more than sixty (60) within a twelve

(12) consecutive month period. The Producer may determine, in consultation with the Department Head or other appropriate personnel, that additional training is warranted and appropriate. It is understood that the foregoing applies without limitation to the following:

Person classifications; “(A) Local #44 Prop Maker or Property

Person classifications; “(B) Local #80 Grip and Crafts Service

“ (C) Local #728 Entry Level classification;

classification; “(D) Local #729 Entry Level Painter

“ (E) Local #600 Film Loader classification;

“ (F) Local #695 Utility Sound Technician Entry Level (Y-7a) and Video Assist (Y-7) classifications;

“ (G) Local #705 classifications; and

classification. “(H) Local #871 Script Supervisor

Additionally, the remaining Local Unions with roster classifications (Local #700, Local #706 and Local #800) will meet with the committee to determine the number of minimum days necessary for working interns to qualify to work under the minimum rates, terms and conditions of the particular IATSE Local Agreement for the roster classification for which they have gained working intern experience (other than individuals participating in a vocational/educational training program described in subparagraph (2) below).

“(vii) Producer shall notify CSATF once an individual has completed the working internship to the satisfaction of the Producer. To comply with its commitment set forth in subparagraph (viii) below, the Producer may then assign the individual to work under the minimum rates, terms and conditions of the particular IATSE Local Agreement for which they have gained working intern experience, notwithstanding the availability of eligible individuals from the Industry Experience Roster (“IER”). The individual may be

assigned in the same department in which he or she had been working or on another production or in another assignment. The individual will be assigned as a member of the regular crew or the department but will not bump an established member of the regular crew or the department. In the event of a layoff of the regular crew for lack of work, the individual shall be laid off before a rostered member of the regular crew.

“(viii) The Producer commits to offer employment to individuals who completed its working internship program to its satisfaction and who continue to perform to the satisfaction of the Producer to enable them to fulfill the roster placement requirements of thirty (30) days of work (which need not be consecutive) in the classification for which they have gained working intern experience within a twelve (12) consecutive month period following the completion of the working internship on a production that would qualify for roster placement. The Producer may fulfill its commitment by offering the individual employment in an open position in the same department in which he or she had been working, on the same or on another production or another assignment for the Producer or for an entity related to or affiliated with the Producer. The Producer’s commitment does not apply to an individual who fails to perform to the satisfaction of the Producer or who rejects an offer of employment from the Producer.

“The individual must meet the other requirements of the applicable West Coast Studio Local Agreements concerning union security and safety, harassment prevention and other training prerequisites for roster status, if not completed already, in order to be placed on the IER.

“(2) The parties reaffirm their commitment to seek under-represented individuals for on-the-job training through Hollywood CPR and to expand such programs to other mutually-agreed upon vocational or educational institutions or organizations. Individuals selected for training from such programs shall have the length of the working intern assignment determined by the requirements of the vocational/educational training program. Upon satisfactory completion of the vocational/educational training program, the individuals are immediately eligible to apply for placement on the IER, provided that the individual fulfills the other requirements for roster placement (such as applicable safety, harassment prevention and other training prerequisites).

“(3) CSATF shall keep a publicly available record of individuals who successfully completed the training programs as well as a record of those who thereafter have secured roster status. CSATF will share these records with IATTF.

“(4) *[Funding/cost-sharing of the training program(s) to be determined.]*

“(5) The parties agree that the foregoing training program(s) (and any other training programs developed by the committee) is (are) not the only training program(s) permitted under this Agreement; rather, the parties may mutually agree to additional training program(s) on a Producer-by-Producer basis with the same goals and roster placement provisions. Any existing Union-Producer training program covering the job classifications covered under the IATSE Basic Agreement may continue.

“(6) In connection with the agreed-upon training programs, the bargaining parties agree to make conforming changes to the preference of employment and seniority provisions of the West Coast Studio Local Agreements, as may be required, to provide that individuals may participate in an agreed-upon training program as outlined above and are eligible upon completion of such program for placement on the applicable Industry Experience Roster after successful completion of the requisite safety, harassment prevention and other training necessary for roster placement and/or status.

“(7) The committee shall discuss developing training program(s) for under-represented groups or under-served communities for non-rostered positions under the Local #600 Amendment Agreement and/or the Local #700 Amendment Agreement and/or outside Los Angeles County under the Local #800 Art Directors Agreement.

“(8) The parties agree to create a joint mentorship program to foster connections between mentors and individuals from under-represented groups or under-served communities entering the industry workforce through the programs described in this provision with the goal of expanding access to those individual’s opportunities for employment in the industry.

“(d) **Centralized Off-Roster Hiring.** Create a process to be developed by the Producers, and agreed upon by the Union, to centralize off-roster hiring when the roster is exhausted, which would include an expansion in recruiting and dispatching off-roster candidates from under-represented populations. Build in lead time to develop with a target date for implementation no later than January 1, 2022.

“Elements include: (1) development of a centralized resource accessible to both the Local Unions that provide dispatch or referral services and the Producers to identify and facilitate the hiring of individuals from under-represented groups and under-served communities, including those who

have not yet met but are on their way to meeting the requisite days of work experience to join the applicable Industry Experience Roster; (2) a commitment by the Local Unions that provide dispatch or referral services to dispatch or refer exclusively from a list of candidates provided by the centralized resource when the roster classification is exhausted; (3) a commitment by the Local Unions that provide dispatch or referral services to track the hiring of those individuals and report hires to the centralized resource for Producers to access; and (4) good faith efforts by Producers to consider the off-roster hiring of individuals from under-represented groups. Producer shall retain the right to select from the centralized resource or elsewhere.

“(e) **Prior Experience Placement.** In recognition of the parties' desire to take more immediate action to remove barriers and facilitate employment of individuals from under-served communities or under-represented groups with experience in the entertainment industry and related fields, the parties agree to the following:

“(1) Producers may hire non-rostered individuals from under-served communities or under-represented groups who have prior experience in a job classification that is related or substantially similar to the one for which the Producer is hiring (“Prior-Experienced Individuals”) to work in a rostered classification under the Basic Agreement [*or the Videotape Supplemental Basic Agreement*]. The prior experience need not have been acquired with a Producer signatory to this Agreement or on a certain type of production. Producer may rely upon Crewvie, Array Crew or other agreed upon resources to determine an individual's experience. Days worked by such an individual count towards roster placement. When identifying persons who qualify as Prior-Experienced Individuals, Producers shall consider persons recommended by Local Unions.

“(2) Producer shall provide written notice to the applicable Local Union before hiring a Prior-Experienced Individual. Prior-Experienced Individuals shall be required to take CSATF Safety, HP1 and A training at a minimum before commencing work.

“(3) Provided that at least one rostered individual is hired in each department, the maximum number of Prior Experienced Individuals hired on a production at any given time shall be limited to one (1) in each of the following departments: Camera; Construction/Special Effects; Costume; Crafts Service; First Aid; Grip; Hair; Make-up; Paint; Post-Production; Script Supervisor; Set Lighting; Sound/Video Assist; Studio Teacher/Welfare Worker; Art Department; and Props/Set Dressing/Set Decorating.

“The applicable Local Union may agree to increase the foregoing numbers consistent with the parties’ intention to increase access to employment opportunities in this industry.”

*Make conforming changes.*

b. *Modify Paragraph 68(a)(2) of the Local #600 (Camera) Agreement as follows:*

“(2) Additional persons may be added to Industry Group 1 as follows:

~~“(i) A person who performs services as a Film Loader under this Agreement for a total thereafter of at least thirty (30) actual workdays collectively with one (1) or more Producers engaged in the production of motion pictures in the motion picture production industry in Los Angeles County or who has been hired hereunder in said county and performed such services outside said county for thirty (30) or more actual workdays collectively with one (1) or more Producers shall be placed in Industry Group 1 of said multi-employer bargaining unit Industry Experience Roster; provided, such thirty (30) actual workdays are performed within a period of three hundred sixty-five (365) consecutive calendar days immediately preceding the date such employee makes written application to be placed on the Industry Experience Roster.~~

“(ii)(i) (A) Any person who performs services as either a Director of Photography, Camera Operator, Still Photographer, First or Second Assistant or Film Loader under this Agreement for a total thereafter of thirty (30) actual workdays collectively with one or more Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County or who has been hired hereunder in said county and performed such services outside said county for thirty (30) or more actual workdays collectively with one or more Producers or who has worked under the Amendment Agreement a total of thirty (30) actual workdays collectively with one or more Producers shall be entitled to placement on the Industry Experience Roster in the appropriate classification, provided that such thirty (30) actual workdays are performed within a period of three hundred sixty-five (365) calendar days immediately preceding the date such employee makes application to be placed on the Industry Experience Roster; provided that, if an individual is making application for placement on the Industry Experience Roster in the Film Loader classification on the basis of days worked as a Film Loader under the Amendment Agreement, such days shall count toward placement only if the application is made on or after [the date that is the first Sunday following the AMPTP’s receipt of notice of ratification].

“Any person who has one hundred (100) days of work experience as either a Director of Photography, Camera Operator, Still

Photographer, First or Second Assistant, within the three (3) years immediately preceding the date such person applied for placement on the Industry Experience Roster in the appropriate classification, shall be entitled to placement on the Industry Experience Roster in the appropriate classification. Additionally, any person who makes application for placement on the Industry Experience Roster as a Film Loader on or after [the first Sunday following the AMPTP's receipt of notice of ratification], who has one hundred (100) days of work experience as a Film Loader and/or Digital Utility Person within the three (3) years immediately preceding the date of such application shall be entitled to placement on the Industry Experience Roster in the Film Loader classification. The work experience required for placement on the Industry Experience Roster may be satisfied by employment with companies signatory to the IATSE Basic Agreement and/or with non-signatory companies. Prior to May 1, 1996, all such work experience must be performed either: (1) in the states of Washington, Oregon, Montana, Idaho, Wyoming, California, Nevada, Utah, Colorado, Arizona, New Mexico, Hawaii and Alaska; or (2) if the person performing such work was hired in the County of Los Angeles and transported to a location, within the limits of the United States, its territories and Canada. On and after May 1, 1996 all All such work experience must be performed either: (1) in the United States, its territories or possessions; or (2) if the person performing such work was hired in the County of Los Angeles and transported to a location, within the limits of the United States, its territories and Canada. All such work experience must be performed in connection with motion pictures of the type covered under this Agreement, the Videotape Supplement, ~~the Digital Supplement~~, work in the commercial field covered by the Commercial Supplement, or on bona fide music videos or documentaries.

“In addition, any person who performs services as either a Director of Photography, Camera Operator, Still Photographer, First or Second Assistant under this Agreement for a total thereafter of thirty (30) actual workdays collectively with one or more Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County or who has been hired hereunder in said county and performed such services outside said county for thirty (30) or more actual workdays collectively with one or more Producers or who has worked under the Amendment Agreement a total of thirty (30) actual workdays collectively with one or more Producers shall be entitled to placement on the Industry Experience Roster in the appropriate classification, provided that such thirty (30) actual workdays are performed within a period of three hundred sixty-five (365) calendar days immediately preceding the date such employee makes application to be placed on the Industry Experience Roster.



“(B) The parties shall work out reasonable work experience verification procedures for CSATF to apply in administering this provision.

“(C) In the event CSATF advises the Union of its intention to place a large number of persons on the Industry Experience Roster pursuant to subparagraph (2)(ii)(i)(A) above within a short period of time, the Local Union shall have thirty (30) days within which to protest such placements.

“Any individual making application to be placed on the Industry Experience Roster must perfect the application no later than one (1) year following the date of the last work day to be considered as qualifying experience. The parties hereby confirm that I-9 information must be provided to CSATF as a condition of placement on the Industry Experience Roster. In addition, satisfactory completion of the ‘A’ safety training course and the harassment prevention training course through CSATF is required for placement on the Industry Experience Roster.

~~“(iii)(ii) Notwithstanding the foregoing provisions of this Paragraph, if an individual working under an O-1 or O-2 visa applies for placement on the Industry Experience Roster, such application shall be held in abeyance until such time as the individual is again available to be engaged to perform work covered under the IATSE Basic Agreement or the Videotape Supplemental Agreement.”~~

9. **Use of Personal Vehicle**

- a. *Add the following new Paragraph 22.1 ("Use of Personal Vehicle") to the West Coast Studio Local Agreements and the Local #871 Amendment Agreement (Production Office Coordinators and Assistant Production Office Coordinators (and a new Paragraph 16.1 ("Use of Personal Vehicle") to the Local #871 Amendment Agreement (Script Coordinators and Writers' Room Assistants) and a new Paragraph 23.1 ("Use of Personal Vehicle") to the Videotape Agreement):*

**“22.1 Use of Personal Vehicle**

"When an employee uses his or her personal vehicle at the Producer's request to conduct business during the workday within the studio zone or the secondary studio zone (and not for commuting purposes), the Producer shall reimburse the employee for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required."

- b. *Add the following to the Local #600 (Camera) Amendment Agreement for employees working within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area:*

"When an employee uses his or her personal vehicle at the Producer's request to conduct business for the Producer during the workday within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area (and not for commuting purposes), the Producer shall reimburse the employee for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required."

- c. *Add the following to the Local #600 (Camera) Amendment Agreement for employees working outside a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area:*

"When an employee uses his or her personal vehicle at the Producer's request to conduct business for the Producer during the workday within a "Production Center" as defined in Article XXIX(d) of the Basic Agreement (and not for commuting purposes), the Producer shall reimburse the employee for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required."

- d. *Add the following to the Local #700 (Editorial) Amendment Agreement (Majors/Independents) for employees employed on New York-based productions within 250 miles of Columbus Circle, New York:*

"When an employee uses his or her personal vehicle at the Producer's request to conduct business for the Producer during the workday within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area (and not for commuting purposes), the Producer shall reimburse the employee for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required."

- e. *Add the following to the Local #700 (Editorial) Amendment Agreement (Majors/Independents) for employees employed within the "Third Area" as defined therein:*

"When an employee uses his or her personal vehicle at the Producer's request to conduct business for the Producer during the workday within a "Production Center" as defined in Article XXIX(d) of the Basic Agreement (and not for commuting purposes), the Producer shall reimburse the employee for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required."

10. **Paid Sick Leave**

*Modify Article XLVI. of the Basic Agreement as follows:*

**XLVI. California Paid Sick Leave**

“(a) Accrual. ~~Commencing July 1, 2015, eligible~~ Eligible employees covered by the IATSE Basic Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked ~~in California~~ for Producer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days ~~in California~~ for the Producer and after their ninetieth (90th) day of such employment in California with the Producer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.) Employees employed outside California shall be eligible for such sick leave commencing February 1, 2022.

“(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days ~~in California~~ within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Producer ~~in California~~ for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a

collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Producer's obligations to provide paid sick leave under this Article XLVI.

“(c) For employees employed on an hourly or daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at his straight time hourly rate. For weekly employees (including ‘on call’ employees), a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including ‘on call’ employees) may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising his right to paid sick leave.

“(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's ‘family member.’<sup>6</sup> Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

“(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Producer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

“(f) Producer shall include in the employee's start paperwork the contact information for the designated Producer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Producer elected to provide employees with a sick leave bank, the year period (*i.e.*, calendar year or the employee's anniversary

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<sup>6</sup> “Family member” means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

date) that the Producer selected for the bank of three (3) sick days as provided in subparagraph (a) above. Producer also shall notify the West Coast office of the IATSE of the name and contact information of the designated Producer representative.

“(g) Any Producer that, as of June 30, 2015, had ~~has~~ a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, ~~as of June 30, 2015~~ with respect to eligible employees working in California or that, as of February 1, 2022, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

“(h) Any dispute with respect to sick leave for employees covered under the West Coast Studio Local Agreements shall be subject to the grievance and arbitration procedures provided therein.”

*Make conforming changes to the California Sick Leave provisions of the West Coast Studio Local Agreements: Article 12 of the Local 44 Agreement, Local 80 (Grips) Agreement, Local 80 (First Aid) Agreement, Local 600 (Camera) Agreement, Local 700 (Labs) Agreement, Local 705 Agreement, Local 706 Agreement, Local 728 Agreement, Local 729 Agreement, Local 800 (Illustrators) Agreement, Local 800 (Scenic Artists) Agreement, Local 800 (Set Designers) Agreement, Local 871 (Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists) Agreement, Local 884 Agreement; Article 13 of the Local 600 (Publicists) Agreement, Local 695 Agreement, Local 700 (Editorial) Agreement (Majors), Local 700 (Editorial) Agreement (Independents), Local 700 (Screen Story Analysts) Agreement, Local 800 (Art Directors) Agreement, Local 892 Agreement; Article 26 of the Local 871 (Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators) Amendment Agreement; and Article 27 of the Local 871 (Script Coordinators and Writers' Room Assistants) Agreement. In addition, incorporate the California Sick Leave provision (as modified) from the Local 700 Majors and Independents Agreements into Paragraph 3(a) of the Local #700 Amendment Agreements (Majors/Independents).*

11. **Four (4) Hour Minimum Call**

*Modify the minimum call provisions of the West Coast Studio Local Agreements, and Amendment Agreements as applicable, to provide that the four (4) hour minimum call applies to all training requested by the Producer:*

“( ) A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training, at the request of an individual Producer;

reports for safety training. A weekly 'on call' employee shall be paid one-tenth (1/10) of the weekly 'on call' rate for each such day. The foregoing does not apply to a day that is within the weekly guarantee of a weekly employee or a weekly 'on call' employee."

12. **Weather Permitting Calls and Cancellations**

*Modify Paragraph 15 of the Locals #44, #80 (Grips), #80 (First Aid), #600 (Camera) including the Amendment Agreement), #695, #705, #706 (conforming changes to be made to Paragraph 14 ("Layoff Provisions") by changing 7:30 p.m. to 8:00 p.m. in subparagraph (a) and by deleting subparagraph (c) which states "[c]ancellation of a call constitutes a layoff.", #871 (Script Supervisors) (conforming changes to be made to subparagraph (a) of Paragraph 15.1 (Cancellation/ Postponement of Production") by adding "except as otherwise permitted in Paragraph 15(e)) and #884 Agreements to add a weather-permitting call, as follows:*

**"15. Change and Cancellation of Calls**

"(a) If, at the time of a call, the employee called is not on the employer's payroll, such call may not be cancelled.

"(b) No calls may be cancelled after an employee has been dismissed for the day and has left the work site.

"(c) Calls may be cancelled or changed (except as provided in subparagraphs (a) and (b) above) if made: (1) before 8:00 p.m. of the day preceding the call; or (2) with six (6) hours' notice on the day of the call, provided such notice is given after 7:00 a.m. on the day of the call.

"(d) In addition to (c) above, calls may be pushed to a later hour provided that the employee receives at least nine (9) hours' notice of the new call time.

"For example, an 'on production' employee working at the studio is dismissed at 8:00 p.m and given a call time of 7:00 a.m. for the next day. The Producer wishes to push the employee's call time to 9:00 a.m. The Producer may change the employee's call time to 9:00 a.m. by giving the employee notice of the change prior to midnight.

"(e) Notwithstanding the above, the Producer may issue a 'weather-permitting' call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to an employee prior to the employee's dismissal for the day and for persons not on payroll up to twelve (12) hours prior to their call time (even if a call had previously been given). The Producer shall provide notice to the IATSE upon the issuance of a

'weather-permitting' call. Inadvertent failure to provide notice to the IATSE is not subject to grievance and arbitration. The Producer may cancel a 'weather-permitting' call up to four (4) hours prior to the employee's call time. In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time if employed by the day or one-tenth (1/10th) of the weekly rate if employed by the week, which shall be subject to fringe contributions; however, if the notification to the employee is untimely, the employee shall be paid for an eight (8) hour minimum call (or the applicable minimum call if less than eight (8) hours), which shall be subject to fringe contributions.

"The foregoing is in addition to the Producer's rights under this Paragraph 15(c) and (d) above.

"The IATSE agrees that it will give good faith consideration to a request by the Producer to issue a 'weather-permitting' call under this Paragraph 15(e) for other weather conditions."

*Make conforming changes.*

*In addition, modify the Local #700 Editors (Majors and Independents) Agreements (including the Amendment Agreements), the Local #700 (Laboratories) Agreement, Local #728 Agreement, Local #729 Agreement, Local #800 (Art Directors) Agreement (modification to Paragraph 14 ("Layoff Provisions"), Local #800 (Illustrators) Agreement, Local #800 (Scenic Artists) Agreement, Local #800 (Set Designers Agreement), Local #871 Amendment Agreement for Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators, the Local #871 Amendment Agreement for Script Coordinators and Writers' Room Assistants and the Local #892 Agreement in accordance with the above. [Note that no change is proposed for the Local #600 (Publicists) Agreement and the Local #700 (Screen Story Analysts) Agreement.]*

13. **Arbitrators**

Modify the list of arbitrators for regular arbitrations by adding the following four arbitrators (underlined) to the list of arbitrators set forth below:

Doug Collins  
Edna Francis  
Juan Carlos Gonzalez  
Joel Grossman  
Frederick Horowitz  
John Kagel  
Najeeb Khoury

Fred Kuperberg  
Kenneth Perea  
Michael Prihar  
Phillip Tamoush

14. **Initial Training Timeline after Roster Placement**

- a. *Modify Article IX.(g)(5) of the Basic Agreement to provide:*

“( ) A person on the Industry Experience Roster who fails to complete legally required industry safety training by a date to be mutually agreed upon by the IATSE and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Industry Experience Roster. The IATSE and AMPTP agree that a person must complete all required online courses and/or training within six (6) months within ninety (90) days of placement on the Industry Experience Roster and all other required courses and/or training within six (6) months of placement on the Industry Experience Roster.”

- b. *Modify Paragraph 68(c)(5) of the Local #700 (Independents), #700 (Screen Story Analysts), #706, and #871 (Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists) Agreements; Paragraph 68(d)(4) of the Local #695 Agreement; and Paragraph 68(d)(5) of the #700 (Editorial), #700 (Labs), and #705 Agreements to provide:*

“( ) A person on the Industry Experience Roster who fails to complete legally required industry safety training by a date to be mutually agreed upon by the IATSE and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Industry Experience Roster. The IATSE and AMPTP agree that a person must complete all required courses and/or training ~~within six (6) months~~ within ninety (90) days of placement on the Industry Experience Roster.”

- c. *Modify Paragraph 68(c)(4) of the Local #800 (Art Directors) Agreement; Paragraph 68(c)(5) of the Local #44, #80 (Grips), #729, #800 (Set Designers and Model Makers), and #800 (Illustrators and Matte Artists) Agreements; and Paragraph 68(d)(5) of the Local #728 Agreements to provide:*

“( ) A person on the Industry Experience Roster who fails to complete legally required industry safety training by a date to be mutually agreed upon by the IATSE and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Industry Experience Roster. The IATSE and AMPTP agree that a person



must complete all required online courses and/or training ~~within six (6) months~~ within ninety (90) days of placement on the Industry Experience Roster and all other required courses and/or training within six (6) months of placement on the Industry Experience Roster."

- d. *Modify Paragraph 68(c)(6) of the Local #600 (Camera) Agreement to provide:*

“(6) A person on the Industry Experience Roster who fails to successfully complete legally required industry safety training courses by a date to be agreed upon between the IATSE and the AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Roster. During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person. Such person shall be reinstated to his/her former position on the Roster upon successful completion of said courses and/or training. The IATSE and AMPTP agree that a person must complete all required online courses and/or training ~~within six (6) months~~ within ninety (90) days of placement on the Industry Experience Roster and all other required courses and/or training within six (6) months of placement on the Industry Experience Roster."

- e. *Modify Paragraph 68(d)(5) of the Local #80 (First Aid) Agreement to provide:*

“(5) A person on the Industry Experience Roster who fails to successfully complete legally-required industry safety training courses by a date to be mutually agreed upon by the I.A.T.S.E. and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, or to renew all required ‘H’ bloodborne pathogen certifications within ninety (90) days after notice by CSATF of the recertification deadline, shall be suspended from the Industry Experience Roster. The IATSE and AMPTP agree that a person must complete all required online courses and/or training ~~within six (6) months~~ within ninety (90) days of placement on the Industry Experience Roster and all other required courses and/or training within six (6) months of placement on the Industry Experience Roster.”

- f. *Add a new subparagraph (vii) to Paragraph 4 of the Letter of Understanding of May 1, 1992 re Union Security List (Availability List) of the 2018 Local #884 Agreement (and apply to the Dual Credential Substitute List) to provide:*

"4. (a) A person shall be removed from the Availability List if: [...]"

"(vii) ...The IATSE and AMPTP agree that a person must complete all required courses and/or training within ninety (90) days of placement on the Availability List."

15. **Housekeeping – Safety and Harassment Prevention Training**

- a. Confirm that safety and harassment prevention training is required for non-rostered positions and will be required before placement on the online CSATF database.
- b. Confirm that safety and harassment prevention training is required under the Amendment Agreements to the Local #600 (Camera) and #700 (Editors) (Majors and Independents) Agreements. Review implementation of the required training.

16. **Child Abuse or Neglect Reporting Obligation Training**

CSATF is currently developing a training course that complies with the training requirements in AB 1963, which amends California’s Child Abuse and Neglect Reporting Act. Once the training course is available, successful completion of the course shall be a condition of obtaining and maintaining placement on the Industry Experience Roster for employees employed under the Local #80 (First Aid) Agreement (*i.e.*, First Aid Man, First Aid Women, Nurse, Registered Nurse, Supervisor Nurse) and on the Teachers’ Availability List and Dual Credential Substitute List for employees employed under the Local #884 Agreement.

A Producer may also require employees employed in the following classifications to complete the training course during working hours once it is available:

- a. Local #600 (Camera) Classifications: Camera Operator, Still Photographer, Portrait Photographer
- b. Local #600 (Publicists) Classifications: All Publicists
- c. Local #695 Classifications: All classifications
- d. Local #705 Classifications: All classifications
- e. Local #706 Classifications: Hairstylist Journeyman, Hair Stylist Trainee, Make-up Artist Journeyman, Make-up Artist Trainee
- f. Local #871 Amendment Agreement: Production Office Coordinators and Assistant Production Office Coordinators.

17. **Housekeeping – Update Sick Leave Waivers**

*Modify Article XLVII. of the Producer–I.A.T.S.E. Basic Agreement of 2018 (and the corresponding provisions of the West Coast Studio Local Agreements, including Amendment Agreements) to provide:*

**“XLVII. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws**

“The IATSE expressly waives, to the full extent permitted by law, the application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 et seq.); the New York State paid sick leave law of 2020 (New York Labor Law Section 196-B); the Westchester County Earned Sick Leave Law (Section 700.36 et seq. of the Laws of Westchester County); Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to “paid sick leave” in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.0.1.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended February 10, 2021); the Los Angeles County COVID-19 Worker Protection Ordinance (Title 8, Chapter 8.200 of the Los Angeles County Code); Los Angeles County Employee Paid Leave for Expanded Vaccine Access (Title 8, Chapter 8.205 of the Los Angeles County Code); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); ~~the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698)~~; Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; the New Jersey Paid Sick Leave Act (C.34:11-56a et seq.); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 et seq.); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the

AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

18. **Eliminate Sunset Clause for Industry Experience Roster Safety and Other Requirement Training**

*Modify the penultimate sentence of the last paragraph of Article XXV(a) on page 62 of the 2018 IATSE Basic Agreement to provide:*

"To this end, the parties have agreed, ~~effective August 1, 2018,~~ to continue ~~renew~~ the Industry Experience Roster Safety and Other Required ~~Requirement~~ Training under this Agreement." ~~for the term of this Agreement."~~

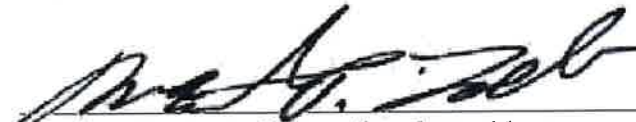
**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "B" ATTACHED HERETO**



Carol A. Lombardini, President

Date: November 16, 2021

**FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA**



Matthew D. Loeb, International President

Date: November 15, 2021

## EXHIBIT "A"

The West Coast Studio Locals of the IATSE are named as follows:

Affiliated Property Craftspersons	Local #44
Motion Picture Studio Grips	Local #80
International Cinematographers Guild	Local #600
I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists	Local #695
Motion Picture Editors Guild	Local #700
Motion Picture Costumers	Local #705
Make-Up Artists and Hair Stylists	Local #706
Studio Electrical Lighting Technicians	Local #728
Motion Picture Set Painters and Sign Writers	Local #729
Art Directors Guild	Local #800
The Animation Guild	Local #839
Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists Guild	Local #871
Motion Picture Studio Teachers and Welfare Workers	Local #884
Costume Designers Guild	Local #892

**EXHIBIT “B”**  
**Companies Represented by the AMPTP**  
**in the 2021 IATSE Negotiations**

7 Friends Pictures Inc.  
12:05 AM Productions, LLC  
20th Century Studios, Inc.  
40 North Productions, LLC  
300 Pictures, Inc.  
1440 Productions LLC  
4423 Productions LLC  
50/50 Productions, LLC

ABC Signature, LLC fka Touchstone  
Television Productions, LLC  
ABC Studios New York, LLC  
Abominable Pictures, Inc.  
Academy Lighting Consultants, Inc.  
Adobe Pictures, Inc.  
Alameda Productions, LLC dba Legendary  
Alameda Productions, LLC  
Alcon Entertainment, LLC  
Alive and Kicking, Inc.  
Ambient Sounds Productions LLC  
American Film Institute (The)  
Apple Studios LLC  
Apple Studios Louisiana LLC  
Arcraft Productions Inc.  
Ascension Films Inc.  
Atelier Eidos, Inc. dba Bill Hargate  
Costumes  
Aurelian Productions, LLC

B-Cam Productions LLC  
Backlight Productions LLC  
Barn Burner Entertainment, Inc.  
Base Light Productions LLC  
Beachwood Services, Inc.  
Big Beach, LLC  
Big Indie Pictures, Inc.  
Big Ticket Television Inc.  
Bigger Boat, Inc.  
Bob Industries, LLC

Bonanza Productions Inc.  
Bottom Dollar Productions, Inc.  
Breakout Kings Productions LLC  
Brightstar Fox Productions LLC  
Broken Foot Productions, Inc.  
Bronson Avenue LLC

Calabasas Camera  
Camdrew Productions LLC  
Canada Premiere Pictures Inc.  
Capital Concerts, Inc.  
Carnival Row Productions, LLC fka  
Legendary Television 1, LLC  
Cartoon Network Studios, Inc.  
Cast & Crew Production Payroll, LLC  
Castle Rock Pictures, Inc.  
CBB Productions  
CBS Studios Inc.  
Charlestown Productions LLC  
Chime Productions, LLC  
ChubbCo FilmCo  
City Row Productions, Inc.  
Classic Films Inc.  
Clean Setz, LLC  
Columbia Pictures Industries, Inc.  
Consolidated Scenic Services, Inc.  
Corporate Management Solutions, Inc. dba  
CMS Productions  
CorradoMooncoin Holdings Inc.  
Country Music Association, Inc.  
CPT Holdings, Inc.  
Cranetown Media, LLC  
Create Harmony Music, Inc.  
Creative Diversity, Inc.  
Crown City Pictures Inc.  
Cryptic Industries, LLC  
Cush Light, LLC  
CS West Productions, Inc.

Dae Light Media, LLC  
Delta Blues Productions LLC  
Derouchey Foam Works Inc.  
Digital 49 Productions, Inc.  
Done & Dusted Electronic, Inc.  
Done & Dusted Events, Inc.  
Done & Dusted Productions, Inc.  
DreamWorks Animation Television  
Post-Production LLC  
DreamWorks Post-Production LLC  
Dunnfilms, Inc.  
Dutch Boy Productions, LLC  
DW Dramatic Television LLC  
DW SKG TV LLC  
DW Studios Productions LLC  
Dyminium Productions, LLC

Electric Entertainment, Inc.  
EPSG Management Services  
Eventvision, Inc.  
Eye Animation Productions Inc.  
Eye Productions Inc.

F73 Awards, Inc.  
Favian Wigs, Inc.  
Film 49 Productions, Inc.  
FilmNation Features, LLC  
Focus Features Productions LLC  
Fox Alternative Entertainment, LLC  
Fox Studio Lot, LLC  
Frank & Bob Films II, LLC  
FRB Productions, Inc.  
FTP Productions, LLC  
Full Frontal, LLC

Gaumont Animation Studio LLC  
Gemini 3 Productions, Inc.  
Gimme Dat Money, LLC  
Goldcrest Features, Inc.  
Goodnight Industries, Inc.  
Grass Skirt Digital Productions, Inc.  
Green Set, Inc.  
Gunpowder Style LLC

GVF Productions, Inc.  
GWave Productions, LLC

Hazardous Productions, LLC  
HITC Productions LLC  
Honors Productions, Inc.  
Hop, Skip & Jump Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.  
HT Project, Inc.

I Like Pie, Inc.  
Independent Studio Services, LLC  
Indieproduction, LLC  
Irony West Corp.  
Island Film Studios, LLC  
It's Possible Productions, LLC

Jax Media, LLC  
Jay Squared Productions LLC  
JC Backings Corporation  
JMX, LLC

Kapital Productions, LLC  
Ken Ehrlich Productions, Inc.  
Kenwood TV Productions, Inc.  
Keystone TV Productions LLC  
Kiki Tree Pictures Inc.

LD Entertainment Company LLC  
Legendary Features Productions US, LLC  
Legendary Pictures Productions, LLC  
Lennox House Pictures Inc.  
Leverage 2.0 Television Productions, Inc.  
LGTV Productions, Inc.  
Linear Productions LLC  
Lions Gate Productions, LLC  
Lippin Group (The)  
Liquid Music, Inc.  
LiteGear, Inc.  
Louisiana Premiere Productions LLC  
Love It NY Productions, Inc.

Makeready, LLC  
Main Gate Productions LLC  
Main Lot Productions LLC  
Marilyn J. Madsen  
Marvel Film Productions LLC  
Marvel Picture Works LLC  
Media Res Productions, LLC  
Media Services Processing, LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures, Inc.  
MGM Television Entertainment, Inc.  
Midway Island Entertainment, Inc.  
Mighty Pen, LLC  
Milk Street Productions, LLC  
Minassian Productions Inc.  
Minim Louisiana Productions, Inc.  
Minim Productions, Inc.  
Moonfall Productions, Inc.  
Mountainair Films Inc.  
Moxie Pictures Inc.  
MRC II Holdings, LP  
MRC Live & Alternative, LLC fka dick  
clark productions, llc  
MRZ Sound, Inc. dba Martell Sound  
Mutiny Pictures Inc.

Nametag Production Inc.  
Netflix Animation, LLC  
Netflix Studios, LLC  
New Line Productions, Inc.  
New Regency Productions, Inc.  
Next Step Productions, LLC  
Nila Inc.  
Ninjutsu Pictures, Inc.  
NM Talent, Inc.  
NS Pictures, Inc.

Olive Avenue Productions LLC  
Olive Productions, LLC  
Omega Cinema Props Inc.  
On The Brink Productions, Inc.  
One Eighty Productions LLC  
Open 4 Business Productions LLC

Orange Cone Productions LLC  
Orchard Road Productions, LLC  
Over the Pond Productions Inc.  
  
Pacific 2.1 Entertainment Group, Inc.  
Paige Productions, Inc.  
Palladin Productions LLC  
Paradise Productions, Inc.  
Parallax TV Productions LLC  
Paramount Pictures Corporation  
Paramount Worldwide Productions Inc.  
Patch Bay Productions LLC  
Peanuts Productions (USA), Inc.  
Pecubu Productions, Inc.  
Perdido Productions, Inc.  
Picrow, Inc.  
Picrow Streaming Inc.  
Pitch N Sync, Inc.  
Platform One Media Productions, LLC  
PN Film Production, LLC  
Pour Animer, LLC  
Power Valley Events, Inc.  
PP21 Productions LLC  
Produced Bayou, Inc.  
Production Partners, Inc.  
Program Productions, Inc.  
Proximity Productions LLC

Quest Productions, Inc.

R/H Factor, Inc.  
Ralph Edwards/Stu Billet Productions  
Random Pictures Inc.  
Rebel Artichoke, Inc.  
Red Zone Pictures, Inc.  
Redemption Pictures, Inc.  
Reunion 2017 LLC  
Riverboat Productions, LLC  
River Road Entertainment Productions, LLC  
Rocart, Inc.  
Rose City Pictures, Inc.  
Rozar Pictures, LLC  
Ruff Draft Productions, LLC



S&K Pictures, Inc.  
Salt Spring Media, Inc.  
Salty Pictures, Inc.  
Scenic Express, Inc.  
Scope Productions, LLC  
Screen Gems Productions, Inc.  
SCV Graphic Production, Inc.  
Seeker Productions Inc.  
Serendipity Productions, Inc.  
Serial Pictures LLC  
Singular Productions LLC  
Skydance Pictures, LLC  
SLO Productions Inc.  
Smallville Studios Inc.  
Sneak Preview Productions, Inc.  
Sony Pictures Studios, Inc.  
South Circle Productions LLC  
South Lake Audio Services, LLC  
South Rock Productions LLC  
Spellman Desk Co., Inc.  
Stage 6 Films, Inc.  
Stalwart Productions, LLC  
Story Ink, Ltd.  
Storybuilders, LLC  
Storyteller Production Co., LLC  
Stu Segall Productions, Inc.  
Studio Art & Technology, LLC  
SWS Productions, Inc.

Take Note, Inc.  
Talk WW Production, Inc.  
The Traveling Lab  
Theatrical Resources, LLC  
Theoretical Pictures, Inc.  
Tom T. Animation, Inc.  
Tomorrow Friends LLC  
Touchdown Entertainment, Inc.  
Tough House Productions, Inc.  
Triple Point Productions LLC  
Turner Films, Inc.  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation  
dba 20th Television

Uncle Easy Productions, LLC  
Universal Animation Studios LLC  
Universal City Studios LLC  
Universal Content Productions LLC  
Upload Films Inc.  
Upside Down Productions Inc.  
Usagi Productions LLC

Vertical Hold Productions LLC

WAG Pictures Inc.  
Walden Media Productions LLC  
Walk by Faith Film, LLC  
Walt Disney Pictures  
Warner Bros. Advanced Media Services Inc.  
(Except IATSE Local 700/formerly  
Local 683)  
Warner Bros. Animation Inc.  
Warner Bros. Pictures  
Warner Bros. Studio Operations  
Warner Bros. Television  
Warner Specialty Productions Inc.  
Warner Specialty Video Productions Inc.  
Watermark Holding Company, LLC  
Waveform Productions LLC  
Westwind Studios, LLC  
Wings Wildlife Productions Inc.  
Woodridge Productions, Inc.

YNFS Productions LLC