

NEW PROVISIONS OF THE 2023 LOW BUDGET THEATRICAL AGREEMENT

You may not be aware of new provisions contained in the 2023 Low Budget Theatrical Agreement addressing harassment and abusive conduct. For ease of use, please find attached the new language.

- 1.) Employers should adopt a program for:
 - Harassment prevention training
 - Reporting of misconduct
 - Investigation of reported misconduct
 - Remedial action plan
- 2.) Employers should provide the employees, within their start paperwork, the following:
 - Sexual harassment and abusive conduct prevention policy
 - Information and practical guidance regarding the federal and state statutory provision concerning the prohibition against and the prevention and correction of sexual harassment and remedies available to victims of sexual harassment in employment.
- 3.) Employers should also:
 - Establish multiple avenues to report harassment or abusive conduct (please see Article IX for further details regarding this topic).
 - Conduct an appropriate investigation upon receipt of a complaint and implement collective action upon a determination that sexual harassment or abusive conduct has occurred.
 - In any investigation where a covered employee is either the complainant or the subject of the investigation, the Union shall be notified of the person engaged to conduct the investigation.
 - Notify the Union of any selected outside reporting services/third-party provider for reporting of harassment or abusive conduct.
 - Include the IATSE Safety Hotline (844-422-9273) on daily call sheets and provide the number to the crew in any start paperwork (per Article XXII (G)).

As this is not an exhaustive list of the new provisions, please refer to the 2023 contract for the complete language.

As these new provisions were created to foster a safe and supportive work environment, provide us with the relevant documentation outlined above in paragraphs 1.) and 2.), as well as a call sheet with the IATSE Safety Hotline included at your earliest convenience.

ARTICLE IX. NO DISCRIMINATION, HARASSMENT OR ABUSIVE CONDUCT

The parties agree that under this Agreement, there shall be no discrimination with respect to wages, terms, conditions, privileges of, or opportunities for employment because of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, military or veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability, linguistic characteristics (such as accent or limited English proficiency where not justified by business necessity), marital status, Union membership or any other basis prohibited by law.

The Union and the Employer recognize the importance of the Employer's statutory obligations to provide a workplace free from unwanted sexual harassment and abusive conduct and shall cooperate with each other toward that end. Each Employer shall adopt a program for: (1) harassment prevention training; (2) reporting of misconduct; (3) investigation of reported misconduct; and, (4) remedial action.

With respect to training and prevention the Employer shall remind covered employees at the outset of employment of the availability of harassment prevention training available through Contract Services Administration Trust Fund and the IATSE Training Trust, or other training as mutually agreed by the Union and the Employer from time to time.

With respect to reporting and prevention, each Employer shall establish and publish to the entire crew and cast (subject to the bargaining rights any other union may have) with each employee's start paperwork, the Employer's sexual harassment and abusive conduct prevention policy compliant with applicable law, and shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and remedies available to victims of sexual harassment in employment.

Employers shall establish multiple avenues to report harassment or abusive conduct that shall include internal reporting procedures, to the employees' supervisor(s) the First Assistant Director, or responsible safety officer, or an appropriate outside reporting services, including but not limited to The Hollywood Commission or other third-party providers that provide similar services. The Employer shall notify the Union of any selected third-party provider. No report to the Union or IATSE Safety Hot Line shall be deemed a report to the Employer unless and until the Union advises the Employer of the complaint. Both the Union and the Employer are encouraged to advise covered crew members of the services available through the WIF Help Line and The Hollywood Commission.

The Employer shall conduct an appropriate investigation of any complaint received hereunder. In any investigation where a covered employee is either the complainant or the subject of the investigation, the Union shall be notified of the person engaged to conduct the investigation. In such cases, the covered employee(s) and the Union shall be advised of the outcome of the investigation.

Upon a determination that sexual harassment or abusive conduct has occurred, the Employer shall implement remedial action intended to ensure that such conduct does not recur. The Union may file on behalf of a covered employee a grievance if the employee contends that the remedial action is ineffective in ensuring that the conduct does not recur. However, no such grievance shall be subject to arbitration.

The parties agree to formulation of a sub-committee to work with The Hollywood Commission regarding the Respect on Set program with a goal of creating a program to be implemented in subsequent Low Budget Theatrical Agreement negotiations.

Except for discrimination claims brought by employees who have no other federal, state, or local statutory remedy, claims alleging a violation of this "No Discrimination, Harassment or Abusive Conduct" provision are not subject to arbitration. Claims under this provision brought by employees that do not have a federal, state or local statutory remedy shall be subject to the grievance and arbitration provisions of this Agreement and shall apply California law with respect to the arbitration of the dispute. As for all other claims alleging a violation of this provision, non-binding mediation shall be the exclusive contractual remedy. Notwithstanding the above, the Employer acknowledges that this provision shall in no way constitute a waiver of any employee's federal, state or local statutory rights or remedies.