

2018 SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT
WITH MOTION PICTURE STUDIO MECHANICS, LOCAL #52

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2018 SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT
WITH MOTION PICTURE STUDIO MECHANICS, LOCAL #52

This Supplemental Digital Production Agreement (hereinafter "the Agreement") is made as of May 16, 2018 by and between Motion Picture Studio Mechanics, Local #52 (hereafter "the Local Union" or "Local #52"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of those Producers listed in Exhibit "A" attached hereto, all of which constitute a multi-employer bargaining unit (hereinafter referred to individually as "the Producer" and collectively as "the Producers"), on the other hand. This Agreement shall be effective as of May 16, 2018.

Whereas, the parties have previously entered into a Feature and Television Production Contract with "Major" Producers (hereinafter "the Feature and Television Production Contract"); and

Whereas, the parties are desirous of addressing terms and conditions of employment for employees engaged in making digital recordings;

Therefore, it is hereby agreed that this Supplemental Digital Production Agreement shall set forth the wage scales and working conditions to be applicable to employees engaged in making digital recordings, as follows:

1. APPLICATION OF AGREEMENT

(a) The wage scales and working conditions of this Agreement (including its Sideletters) shall be applicable to employees engaged in making digital recordings of non-dramatic television motion pictures (e.g., talk shows, reality shows, game shows, "Judge" shows, "*Entertainment Tonight*"-type shows, variety shows, etc.) and non-prime time dramatic television motion pictures.

(b) The wage scales and working conditions of the 2018 Feature and Television Production Contract shall be applicable to employees engaged in making digital recordings of one-hour and long-form prime time dramatic television motion pictures.

(c) The wage scales of the 2018 Feature and Television Production Contract and, except as provided in the next sentence, the working conditions of this Agreement shall be applicable to employees engaged in making digital recordings of one-half hour prime time dramatic television motion pictures (including "situation comedies"), other than those covered by subparagraph (d) below. For employees

engaged in making one-half hour prime time dramatic single camera television motion pictures, in lieu of Article 24 of this Agreement, Section 4, "Rest Period," of the Feature and Television Production Contract will apply to employees working within New York and/or New Jersey, and Section 32, "Rest Period," of the Feature and Television Production Contract will apply to employees working within Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract.

(d) The wage scales of the 2018 Feature and Television Production Contract, as modified by the provisions of Sideletter No. 3 to this Agreement, and the working conditions of this Agreement, as modified by the provisions of Sideletter No. 3 to this Agreement, shall be applicable to employees engaged in making digital recordings of: (1) one-half hour single camera dramatic television series, the production of which commences on or after October 1, 2006, other than those covered by subparagraph (a) above; and (2) one-half hour single camera dramatic pilots and television series made for basic cable or The CW in Connecticut, Delaware or Pennsylvania (except in the city of Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh), the production of which commences on or after May 16, 2015.

(e) For the purpose of this Agreement, "prime time" shall be defined as the hours between 8:00 p.m. and 11:00 p.m. in the Eastern and Pacific time zones from Monday through Saturday (one hour earlier in the Central and Mountain time zones) and between the hours of 7:00 p.m. and 11:00 p.m. in the Eastern and Pacific time zones on Sunday (one hour earlier in the Central and Mountain zones).

2. SCOPE OF AGREEMENT

This Agreement shall be applicable to the classifications of employees performing work within the trade jurisdiction specified herein and employed by Producer hereunder to perform such services in New York, New Jersey, Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract, or hired by the Producer in New York, New Jersey, Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract to perform such services outside said area, but within the limits of the United States, its territories and Canada, in connection with the production of digital recordings covered hereby.

In referring to “the production of digital recordings,” the parties do not intend that this Agreement shall be deemed to cover the use of electronic recording as a mere auxiliary of conventional motion picture production by a film camera such as, for example, when an electronic slave camera is mounted on a conventional motion picture film camera or is otherwise used merely for convenience in preparing and editing motion pictures made by a conventional motion picture film camera.

The term “employee,” as herein used, shall be deemed to mean an employee subject to the terms and conditions of this Agreement.

3. UNION RECOGNITION AND JURISDICTION

(a) Local #52 warrants and represents that it has been designated the collective bargaining agent by a majority of the employees in the classifications hereinafter set forth.

(b) The Employer hereby recognizes Local #52 as the exclusive collective bargaining agent for all of its employees in such classifications, except first aid employees,¹ in the States of New York, New Jersey, Connecticut, Delaware and Pennsylvania (except in the city of Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh).

The Employer hereby recognizes Local #52 as the exclusive collective bargaining agent for first aid employees who are employed directly by the Employer or through a Payroll Company within fifty (50) miles of Columbus Circle, on all of Long Island and within a fifty (50) mile radius of Independence Hall in Philadelphia, Pennsylvania.

(c) The Employer hereby recognizes Local #52 as having jurisdiction over wardrobe personnel engaged at locations within the geographic jurisdiction of the Feature and Television Production Contract which are more than fifty (50) miles from Columbus Circle in the City of New York. Nothing herein shall prohibit the Employer from utilizing wardrobe personnel that are engaged under a collective bargaining agreement with IATSE, Local #705 or IATSE, Local #764 at such locations.

¹ During the 2012 negotiations, the bargaining parties agreed to substitute the term “first aid employees” for the term “medics” on the condition and with the understanding that this change was not a substantive change and did not enlarge or diminish the scope of the bargaining unit.

4. NOTIFICATION OF PRODUCTION

Producer shall give a minimum of forty-eight (48) hours' advance notice to the Local Union of the scheduled production of those digital recordings subject to this Agreement.

5. NON-DISCRIMINATION

The parties agree that under this Agreement, there shall be no discrimination due to race, creed, color, sex, age or national origin, as provided in federal and state legislation.

Claims alleging a violation of this "Non-Discrimination" provision are not subject to arbitration, but are instead subject to non-binding mediation.

6. BETTER CONDITIONS

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Provided also, that the Producer, at its discretion, with or without consulting the Local Union, may give any individual better conditions and terms than those herein provided.

Producer will notify the Local Union of the fact that it has executed any written personal service contract with any person subject to this Agreement, and will certify that such personal service contract conforms, at least, to the terms and conditions of this Agreement and that an extra copy of such contract has been furnished to the employee.

No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered, in any manner, as a precedent for granting better conditions and terms than those herein provided to any other individuals or job.

7. GRIEVANCE PROCEDURE

All complaints, disputes or questions as to the interpretation, application or performance of this Agreement shall be adjusted initially by direct negotiations between the Union and the Producer or their representatives. Should any dispute or difference arise, both parties shall

endeavor to settle these in the simplest and most direct manner. No grievance can be brought after forty-five (45) days from the date of the alleged violation or from the date upon which the Union learns, or should have learned, of the alleged violation, whichever is later. The procedure shall be as follows (unless step or steps thereof are waived, combined or extended by mutual consent):

Step 1: The grievance shall be submitted immediately to the aggrieved employee's shop steward and the production manager representing the Producer. If the shop steward and the production manager fail to settle the grievance within the day of the occurrence, it must be submitted to Step 2.

Step 2: The grievance shall then be referred to the business manager of the Union or his designated representative and the Producer or its authorized representative. If no settlement is reached within ten (10) days, exclusive of Saturday, Sunday or holidays, the grievance must be submitted to arbitration as set forth in Step 3.

Step 3: If the dispute or difference is not settled in the second step above, either party may submit the matter to arbitration pursuant to and in accordance with the rules and procedures of the American Arbitration Association ("AAA") within ten (10) days after the reply was given in the second step, provided that in no event will the actual hearing be held prior to the completion of the work done by Local #52 in the feature, segment of television series or other production. However, the Labor Relations representative of the Producer and the Union may agree to hold a hearing prior to that time.

(a) If the parties cannot mutually agree upon an arbitrator, an arbitrator shall be selected pursuant to the rules and procedures of the AAA. The parties shall jointly pay the cost of the arbitrator's services.

(b) The decision of the arbitrator shall be final and binding on the parties.

(c) When and in the event the grievance concerns a payment of wages, the sum in question will be placed in escrow by the Producer in an account in a local bank indicating the Producer and the Union as joint owners of said account, with said escrow to be released to the parties as their interests may appear upon the arbitrator's final determination.

8. NO STRIKES OR LOCKOUTS

(a) As long as the Producer lives up to and complies with the grievance procedure as provided for in Article 7 of this Agreement, the Local Union will in all respects fulfill its obligations hereunder and will take no actions interrupting the services or the operations of the Producer. Similarly, as long as the Local Union lives up to and complies with the grievance procedure as provided in Article 7 of this Agreement, the Producer in all respects will fulfill its obligations hereunder and will not institute a lockout against the Local Union. Neither shall any strike or lockout be resorted to during the processing of the grievance procedure.

(b) Notwithstanding any other provision of this Agreement, the Producer shall not require any employee of the Local Union to pass through a lawful picket line when such lawful picket line has been authorized or approved by the IATSE, and the refusal of any such employee to pass through such a lawful picket line so authorized or approved by the IATSE shall not constitute a breach of this Agreement by the Local Union, nor be the basis of Producer discharging or otherwise disciplining such employee.

9. INSPECTIONS

Representatives of the Local Union shall have access to the premises of the Producer or to any location at which the Producer is engaged in any digital production to inspect or investigate conditions of employment. Such inspection or investigation shall be made at reasonable hours and shall be free of interference by the Producer and in like manner shall be conducted so as not to interfere unduly with the normal operations of the Producer.

10. SHOP STEWARDS

The Local Union may appoint one or more shop stewards who will be working employees. It shall be the responsibility of the shop steward to settle minor grievances with the Producer's representative and, in the event such grievance cannot be adjusted, to notify a representative of the Local Union. Any person so appointed shall have the reasonable cooperation of management in the performance of these duties, but such duties shall not unduly interfere with his work, and he shall not leave his stations or his work without notifying his immediate superior. Upon request, the Labor Relations Representative of each studio will review

the available eating facilities at the studio with the designated shop steward.

11. TERM OF AGREEMENT AND EFFECTIVE DATE

The term of this Agreement shall be from May 16, 2018 to and including May 15, 2021. The provisions of this Agreement shall be effective as of May 16, 2018, except that when an effective date other than May 16, 2018 is specified, the provision shall be effective on the date specified.

On or before April 16, 2021, the parties hereto shall meet to confer for the purpose of negotiating the terms of a new agreement to take effect on May 16, 2021.

12. WAGES

(a) Rates for Non-Dramatic Digital Television Motion Pictures, Other Than Those Covered by Sideletter No. 3 to this Agreement

Employees employed under this Agreement in making digital recordings of non-dramatic television motion pictures, other than those covered by Sideletter No. 3 to this Agreement, shall be paid not less than the following wage rates:

(1) For Daily Employees:

CATEGORY	DAILY (daily basis) Minimum Call - 8 hours			
	5/16/18- 9/29/18	9/30/18- 9/28/19	9/29/19- 10/3/20	10/4/20- 5/15/21
a. <u>Sound Department</u>				
Videotape recording technicians, audio technicians, maintenance/television engineers, and other technicians:				
Audio Mixers	\$438	\$451	\$465	\$479
Digital Utility Person	256	264	272	280
Videotape Operators	294	303	312	321
Entry Level Videotape Operators ¹	214	220	227	234
Other Sound Department Persons	389	401	413	425

(continued)

(continued)

CATEGORY	DAILY (daily basis) Minimum Call - 8 hours			
	5/16/18- 9/29/18	9/30/18- 9/28/19	9/29/19- 10/3/20	10/4/20- 5/15/21
b. <u>Stagecraft Department</u> ² Lighting technicians, property persons, grips, greens persons and other required classifications commonly regarded as being within the stagecraft department: Chiefs Other Stagecraft Department Persons ³	 340 281	 350 289	 361 298	 372 307
c. Set Decorators (On Call) (exempt)	 373	 384	 396	 408

¹ New hires in the videotape operator classification (entry level personnel) shall be eligible for the higher rate after one (1) year of service in the entry level classification.

² A Stagecraft Department employee assigned to operate a camera crane, camera dolly, dimmer board or special effects work shall receive an additional sixty-five cents (\$0.65) per hour.

A Stagecraft Department employee assigned to work four (4) or more hours of the workday in an aerial lift used as a lighting platform, which lift is at a height of at least thirty-five (35) feet, shall receive an additional sixty-five cents (\$0.65) per hour. The Producer will provide an appropriate fire extinguisher when an aerial lift is used as a lighting platform.

A licensed powderman performing licensed powder work shall receive a bonus of twenty dollars (\$20.00) per shift.

When a Stagecraft Department employee is assigned to operate a camera crane, crab dolly, dimmer board or to do special effects work which is non-routine or which requires special expertise, such employee shall be selected from among the appropriate rosters having the personnel with the required expertise. Such roster selection shall not restrict the right of interchangeability of such employees with “other stagecraft persons.”

³ It is understood that crafts service personnel and teleprompter operators employed under this Agreement are to be treated and paid as “Other Stagecraft Department Persons.”

(2) For Weekly Employees:

CATEGORY	WEEKLY Minimum Call - 8 hours; 5 consecutive days			
	5/16/18- 9/29/18	9/30/18- 9/28/19	9/29/19- 10/3/20	10/4/20- 5/15/21
<p>a. <u>Sound Department</u></p> <p>Videotape recording technicians, audio technicians, maintenance/television engineers, and other technicians:</p> <p>Audio Mixers \$1990 \$2050 \$2112 \$2175</p> <p>Videotape Operators 1380 1421 1464 1508</p> <p>Entry Level Videotape Operators¹ 1002 1032 1063 1095</p> <p>Other Sound Department Persons 1804 1858 1914 1971</p>				
<p>b. <u>Stagecraft Department</u>²</p> <p>Lighting technicians, property persons, grips, greens persons and other required classifications commonly regarded as being within the stagecraft department:</p> <p>Chiefs 1561 1608 1656 1706</p> <p>Other Stagecraft Department Persons³ 1277 1315 1354 1395</p>				
<p>c. Set Decorators (On Call) (exempt)</p>	1707	1758	1811	1865

¹ New hires in the videotape operator classification (entry level personnel) shall be eligible for the higher rate after one (1) year of service in the entry level classification.

^{2, 3} See footnotes 2 and 3 on page 8.

The “Regular Basic Hourly Rate,” for the purposes of computing overtime and other premium pay or penalty pay, shall be one-fortieth (1/40) of the applicable weekly rate for weekly employees and one-eighth (1/8) of the above applicable daily rate for employees engaged on a daily basis.

A Set Decorator, when needed in either “pre-production” or “on production” on situation comedies, game shows, strip shows, talk shows, syndicated shows and strip variety shows shall be subject to this Agreement. The rate of pay shall be in the amount set forth in the

applicable wage schedule on a per week or per day or “on call” basis. On all other shows, the film rate only shall apply.

Producer shall not loan out the services of a Set Decorator, except those under personal service contracts, to any other company in which it does not have a financial interest.

(b) Rates for Non-Prime Time Dramatic Digital Television Motion Pictures, Other than Those Covered by Sideletter No. 3 to this Agreement

Employees employed under this Agreement in making digital recordings of non-prime time dramatic television motion pictures, other than those covered by Sideletter No. 3 to this Agreement, shall be paid not less than the following wage rates:

(1) For Daily Employees:

CATEGORY	DAILY (daily basis) Minimum Call - 8 hours			
	5/16/18- 9/29/18	9/30/18- 9/28/19	9/29/19- 10/3/20	10/4/20- 5/15/21
a. <u>Sound Department</u>				
Videotape recording technicians, audio technicians, maintenance/television engineers, and other technicians:				
Audio Mixers	\$484	\$499	\$514	\$529
Digital Utility Person	284	293	302	311
Videotape Operators	328	338	348	358
Entry Level Videotape Operators ¹	236	243	250	258
Other Sound Department Persons	432	445	458	472

(continued)

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CATEGORY	DAILY (daily basis) Minimum Call - 8 hours			
	5/16/18- 9/29/18	9/30/18- 9/28/19	9/29/19- 10/3/20	10/4/20- 5/15/21
b. <u>Stagecraft Department</u> ² Lighting technicians, property persons, grips, greens persons and other required classifications commonly regarded as being within the stagecraft department: Chiefs Other Stagecraft Department Persons ³	 375 311	 386 320	 398 330	 410 340
c. Set Decorators (On Call) (exempt)	 411	 423	 436	 449

¹ New hires in the videotape operator classification (entry level personnel) shall be eligible for the higher rate after one (1) year of service in the entry level classification.

² A Stagecraft Department employee assigned to operate a camera crane, camera dolly, dimmer board or special effects work shall receive an additional sixty-five cents (\$0.65) per hour.

A Stagecraft Department employee assigned to work four (4) or more hours of the workday in an aerial lift used as a lighting platform, which lift is at a height of at least thirty-five (35) feet, shall receive an additional sixty-five cents (\$0.65) per hour. The Producer will provide an appropriate fire extinguisher when an aerial lift is used as a lighting platform.

A licensed powderman performing licensed powder work shall receive a bonus of twenty dollars (\$20.00) per shift.

When a Stagecraft Department employee is assigned to operate a camera crane, crab dolly, dimmer board or to do special effects work which is non-routine or which requires special expertise, such employee shall be selected from among the appropriate rosters having the personnel with the required expertise. Such roster selection shall not restrict the right of interchangeability of such employees with “other stagecraft persons.”

³ It is understood that crafts service personnel and teleprompter operators employed under this Agreement are to be treated and paid as “Other Stagecraft Department Persons.”

(2) For Weekly Employees:

CATEGORY	WEEKLY Minimum Call - 8 hours; 5 consecutive days			
	5/16/18- 9/29/18	9/30/18- 9/28/19	9/29/19- 10/3/20	10/4/20- 5/15/21
<p>a. <u>Sound Department</u></p> <p>Videotape recording technicians, audio technicians, maintenance/television engineers, and other technicians:</p> <p> Audio Mixers \$2206 \$2272 \$2340 \$2410</p> <p> Videotape Operators 1525 1571 1618 1667</p> <p> Entry Level Videotape Operators¹ 1109 1142 1176 1211</p> <p> Other Sound Department Persons 2001 2061 2123 2187</p>				
<p>b. <u>Stagecraft Department</u>²</p> <p>Lighting technicians, property persons, grips, greens persons and other required classifications commonly regarded as being within the stagecraft department:</p> <p> Chiefs 1732 1784 1838 1893</p> <p> Other Stagecraft Department Persons³ 1417 1460 1504 1549</p>				
<p>c. Set Decorators (On Call) (exempt)</p>	1814	1868	1924	1982

¹ New hires in the videotape operator classification (entry level personnel) shall be eligible for the higher rate after one (1) year of service in the entry level classification.

^{2, 3} See footnotes 2 and 3 on page 11.

(c) Rates for One-Half Hour Prime Time Dramatic Television Motion Pictures, Other Than Those Covered by Sideletter No. 3 to this Agreement

Employees employed under this Agreement in making digital recordings of one-half hour prime time dramatic television motion pictures, other than those covered by Sideletter No. 3 to this Agreement, shall be paid not less than the applicable minimum wage rates set forth in the Local #52 Feature and Television Production Contract.

(d) Rates for New One-Half Hour Single Camera Dramatic Television Series and Non-Dramatic Series of Any Length, the Production of Which Commences on or After October 1, 2006

Employees employed under this Agreement in making digital recordings of new one-half hour single camera dramatic television series, or in making non-dramatic series of any length, the production of which commences on or after October 1, 2006, shall be paid in accordance with the terms of Sideletter No. 3 to this Agreement re “Special Conditions for New One-Half Hour Single Camera Dramatic Television Series and Non-Dramatic Series of Any Length, the Production of Which Commences on or After October 1, 2006.”

(e) The parties confirm that any day worked by a Weekly Schedule employee in a partial workweek either before or after one (1) full week of employment may be prorated at the rate of one-fifth (1/5) of the weekly rate for each weekday.

13. NIGHT PREMIUMS

(a) Work time for post-production employees only shall be paid for according to the following schedule:

HOURS WORKED BETWEEN	NIGHT PREMIUM
8:00 p.m. and midnight	10% of hourly rate
midnight and 7:00 a.m.	20% of hourly rate

(b) There are no night premiums on distant location.

14. WORK IN HIGHER CLASSIFICATION

Any employee who is assigned to perform work in a higher classification for any part of a day shall receive the higher rate of pay for the day. However, the provisions of this Article do not apply unless the employee is assigned to work in the higher classification for two (2) hours or more.

15. PAY-OFF REQUIREMENTS; WORK TIME; TIME CARDS

(a) The regular pay day will be on Thursday, holidays weeks excluded. When an employee is laid off and requests his pay, he shall be paid at the time of layoff or his pay check shall be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

The regular pay day will be on Friday for employees working on distant location, provided that the Producer has made accommodations to allow employees to cash their pay checks on that day.

(b) Work time shall be computed from the time ordered to report at department headquarters until dismissed at department headquarters.

(c) The employee's starting and finishing time, rate changes, premiums and penalties, if any, shall be shown on his time card. Any items changed after the time card is approved must be reviewed by the employee.

(d) The payroll week shall be from midnight Saturday to midnight Saturday.

16. WORKWEEK

(a) The regular workweek of employees hereunder shall consist of any five (5) consecutive days out of seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday and Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

(b) The guaranteed pay of weekly employees who absent themselves without the Producer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence.

(c) For the purpose of computing weekly overtime for employees not exempt from the Fair Labor Standards Act, as amended, at time and one-half (1½) for hours worked in excess of forty (40) straight time hours per week, the workweek shall be the same as the workweek defined in subparagraph (a) above.

17. WORKDAY

(a) There shall be an eight (8) hour minimum call in the studio and on location.

(b) The regular workday shall consist of eight (8) consecutive hours, exclusive of the first meal period.

(c) The day of departure and the day of return shall be considered a distant location day.

(d) Work in excess of the regular workday shall be paid for at the overtime rates hereinafter specified.

(e) A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day.

18. OVERTIME

Employees hereunder shall be paid overtime compensation as follows:

(a) Daily employees shall be paid at one and one-half (1½) times their Regular Basic Hourly Rate of pay for all work performed in excess of eight (8) straight time hours on any workday and/or in excess of forty (40) straight time hours in any workweek.

(b) Time and one-half shall be paid for the employee's sixth day of work within a workweek. Double time shall be paid for the employee's seventh day of work within a workweek. All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call is eight (8) hours.

In the event that any daily employee who is not on a regularly-scheduled workweek works six (6) days, starting with the first day worked, within a seven (7) consecutive day period, he shall be paid time and one-half for the sixth day worked.

If a weekly employee or a regularly-scheduled, five-day-per-week daily employee is required to work six (6) days in his workweek, the Producer shall make reasonable good faith efforts to schedule the employee to work on six (6) consecutive days. Any unresolved dispute as to whether the Producer has made such reasonable good faith efforts shall be submitted to a designated representative of the Local Union and a designated representative of the Producer.

(c) The Producer shall give reasonable notice of change of shift (*e.g.*, from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternative shall be available to “on production” employees: Once during the production of a covered motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for employees working on production without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off. Otherwise, the Producer must pay the employee appropriate premium pay if it requires the employee to work on the day(s) which would otherwise be the employee’s regularly-scheduled day(s) off.

(d) “Golden Hour” provisions are set forth in Article 22.

(e) Overtime shall be computed in six (6) minute segments.

(f) All time and one-quarter, all time and one-half, “not less than one and one-half (1½),” double time, Golden Hour pay and pay on the sixth day worked, the seventh day worked and holidays in excess of the Regular Basic Hourly Rate are paid as overtime compensation and shall not be compounded.

(g) Overtime paid on a daily basis shall be computed at the Regular Basic Hourly Rate in effect when the overtime occurs.

(h) Overtime paid on a weekly basis shall be computed at the mean Regular Basic Hourly Rate.

(i) Night premiums shall be included as a part of the Regular Basic Hourly Rate in computing overtime.

(j) Truck travel allowances, hazard pay and pay for call-back intervening time of less than four (4) hours shall be included as part of the Regular Basic Hourly Rate in computing overtime required by the Fair Labor Standards Act.

19. MINIMUM CALL

(a) The minimum call for all employees on any day shall be eight (8) hours, payable at the prevailing rate for the day.

The minimum call shall be four (4) hours for employees employed on reality, informational and entertainment/magazine shows only under the following conditions:

(1) For regularly-scheduled daily and weekly employees assigned to such shows, the four (4) hour minimum call shall apply only on the sixth day worked in the employee's workweek. For all other employees (*i.e.*, those employees not regularly scheduled to work on the show for which they are called), the four (4) hour minimum call applies on any day.

(2) When the four (4) hour minimum call applies, the employee shall be paid for six (6) hours. If the employee works in excess of four (4) hours, he shall be paid a minimum of eight (8) hours.

(3) Where applicable, pension and health contributions shall be based on a minimum of six (6) hours.

On distant location for any day not worked, all employees are guaranteed a four (4) hour pay allowance at straight time (not work time) plus pension and health contributions for eight (8) hours and shall keep themselves in readiness to serve the Producer during such period.

A four (4) hour minimum call shall apply for any day on which an employee, at the request of an individual Producer, reports for safety training. A daily "on call" employee who reports for safety training shall be paid one-half ($\frac{1}{2}$) of the daily "on call" rate for each such day; a weekly "on call" employee shall be paid one-tenth ($\frac{1}{10}$) of the weekly "on call" rate for each such day.

(b) Minimum calls for Weekly Schedule employees are guaranteed for all days within the employee's five (5) consecutive day workweek, including holidays, during the period of employment.

(c) Employees shall hold themselves in readiness to serve the Producer during the period of the minimum call and such additional time as the Producer may require.

(d) The parties hereby confirm the following: The guaranteed length of employment shall be daily or weekly. A guarantee for a longer term shall be specifically set forth in writing. An employee may be replaced following completion of the guaranteed period of employment.

20. REPORT TO LOCATIONS

(a) The following shall apply to employees working on motion pictures in New York and/or New Jersey:

(1) "Report to" Zone and Nearby Locations -- The following shall apply in the New York metropolitan area:

(i) The Thirty (30) Mile Zone

Any location within a radius of thirty (30) miles of Columbus Circle (the "thirty (30) mile report-to zone"), other than Sandy Hook, New Jersey, shall be a report-to location without any travel payment requirement. When an employee reports for work within the thirty (30) mile report-to zone (whether at a studio or a location), the employee's call time shall commence at the studio or location and shall end when dismissed at such studio or location.

(ii) Nearby Locations

Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the 30-mile report-to zone) shall be paid mileage based on thirty cents (\$.30) per mile computed from the perimeter of the area bounded by 125th Street and the Battery to such location and return from such location to the perimeter of such area. In that case, the employee's work time shall commence at the time which results when the amount of time needed to travel to the location either from a mutually-agreed upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery is added to the call time and shall end at the time which results when the amount of time needed to travel from the location to either such mutually-agreed

upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

(iii) A designated representative of the Producer and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually-agreed upon point or the perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the Business Representative of the Union and to the Labor Relations representative of the Producer for resolution.

(2) Reporting Within the Zone

As to an employee reporting to a designated site within the thirty (30) mile zone referred to in subparagraph (a)(1)(i) above:

When this provision applies, if an employee reports for work outside a studio and within the thirty (30) mile zone, the “Golden Hour” pay rates will commence after twelve (12) elapsed hours pursuant to Article 22(a)(2).

(b) The following shall apply to employees working on motion pictures in Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract:

(1) Production Zone: The “production zone” is defined as the area within a circle which has a radius of thirty (30) miles measured from the Producer’s production office.

(2) Nearby Location: Employees requested to report to any production location outside the “production zone” shall be paid travel time and a mileage allowance as described herein, unless the Producer provides transportation. The Producer shall provide transportation to all production locations to all employees who are housed by the Producer.

(3) Mileage Allowance: Unless transported by the Producer, employees traveling to any production location outside the “production zone” shall be paid a mileage allowance calculated at thirty cents (30¢) per mile from the edge of the zone to the production location for all such authorized use of the employee’s vehicle.

(4) Travel Time: Employees shall be paid at their regular hourly rate for all time traveling to and from any production location outside the “production zone,” measured from the edge of the zone to the production location.

(5) Local and Nearby Hires: Local and Nearby Hires shall be paid “set to set.” Local Hires shall not be compensated for mileage unless requested to use their vehicle outside of the thirty (30) mile production zone as stated in (b) above.

(6) Distant Hires: Distant Hires shall be paid portal-to-portal. In all cases, this shall be based on the time of travel from the housing accommodations provided to the Distant Hires generally and the applicable production location.

(7) “Travel Only” Day: For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

(8) Reporting Within the Production Zone

As to an employee reporting to a designated site within the thirty (30) mile production zone referred to in subparagraph (b)(1) above:

When this provision applies, if an employee reports for work outside a studio and within the thirty (30) mile production zone, the "Golden Hour" pay rates will commence after twelve (12) elapsed hours pursuant to Article 22(a)(2).

21. MEAL PERIODS AND MEALS

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

(a) Meal periods shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half ($1\frac{1}{2}$) hours. This guarantee does not apply when such meal is supplied at the Producer’s expense.

(b) The employee’s first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. A twelve (12) minute grace period

may be called for production efficiency, prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted by subparagraph (c) below. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (d) below.

The Producers and the IATSE agree that they will work with the Directors Guild of America in an effort to ensure that meal periods are called at the contractually-prescribed time for employees working on television motion pictures in a studio.

Upon the Local Union filing a claim that the Producer has violated the foregoing, it shall immediately notify the designated representative of the Producer. The Local Union and such representative of the Producer shall meet or confer in an attempt to resolve the dispute. In the event that no resolution is reached during such meeting or conference, the Local Union or the Producer may, within three (3) business days, request a hearing before a Special Committee consisting of three (3) representatives designated by the Producer and three (3) representatives designated by the Local Union.

The Special Committee shall investigate the facts of the case and mediate the dispute. In the event that the Special Committee is unable, through mediation, to achieve a resolution satisfactory to all parties, then the Local Union may proceed to arbitration.

(c) The meal interval may be extended one-half ($\frac{1}{2}$) hour without penalty when used for wrapping up or to complete the camera scene in progress, until acceptable quality is achieved. Such extension shall not be scheduled nor automatic. In the case of Gang Bosses and/or other "Off Production" employees who normally overlap shifts, the meal interval will be extended not to exceed one-half ($\frac{1}{2}$) hour without penalty.

(d) If any member of the company after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (30 minutes) from work time, then the first meal may be six (6) hours after such breakfast, except that when such breakfast is given within one (1) hour of the general crew call (either before or after), the first meal for such employee shall be due at the same time as a meal is due for the general crew. The parties hereby confirm that the reference to "a reasonable hot breakfast" means a meal appropriate to the time of day.

(e) When an “On Production” employee is away from home studio, Producer will supply meals (except when work is at another studio which has adequate meal facilities).

(f) When an “Off Production” employee on a nearby location is required to work where convenient meal facilities are lacking, the Producer will furnish meals unless employee is notified the night before reporting for work that he is to work where such facilities are lacking. However, in no event shall such employee be required to furnish more than one meal per day.

(g) When the Producer furnishes meals to a shooting unit off any lot, and an “Off Production” crew is working on the same site at the same time for the same unit, the Producer will likewise furnish meals to the “Off Production” crew.

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

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$ 7.50
Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$10.00
Third and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$12.50

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

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$ 8.50
Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$11.00
Third and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof	\$13.50

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.

(i) As an alternative to the foregoing provisions of this Paragraph as they relate to “on production” employees, the Producer, at its option, may institute “French hours” on a daily basis for “on production” employees, with the approval of a majority of the IATSE-represented crew. An employee’s consent to the use of a “French hours” meal system shall not be a condition of employment.

22. GOLDEN HOUR PROVISIONS

(a) (1) All time worked at a nearby location (as defined in Article 20(a)(1)(ii) of this Agreement for employees working within New York and/or New Jersey or as defined in Article 20(b)(2) for employees working within Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract) or distant location, including a combination of work in the same shift of work between a studio and any of such locations in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

(i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate.

(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.

(iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate.

(iv) For Weekly Employees on a sixth or seventh consecutive day outside their regular workweek: Three (3) times the Regular Basic Hourly Rate.

(v) For Daily or Weekly Employees on holidays: Four (4) times the Regular Basic Hourly Rate.

(2) In a shift of work all of which occurs solely on the premises in a studio or within the thirty (30) mile zone (as defined in Article 20(a)(1)(i) of this Agreement for employees working within New York and/or New Jersey) or within the thirty (30) mile production zone (as defined in Article 20(b)(1) for employees working within Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract), all time worked in excess of twelve (12) consecutive hours

(including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

(i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate.

(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.

(iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate.

(iv) For Weekly Employees on a sixth or seventh consecutive day outside their regular workweek: Three (3) times the Regular Basic Hourly Rate.

(v) For Daily or Weekly Employees on holidays: Four (4) times the Regular Basic Hourly Rate.

(3) For “on production” employees only whose shift of work occurs solely on the premises in a studio, or at a location within the thirty (30) mile zone or within the thirty (30) mile production zone, or at a nearby location (as defined in Article 20(a)(1)(ii) of this Agreement for employees working within New York and/or New Jersey or as defined in Article 20(b)(2) for employees working within Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract), or at a combination of a studio and a location within the thirty (30) mile zone or within the thirty (30) mile production zone and/or nearby location (as defined in the parenthetical above), Golden Hours as provided in subparagraphs (1) and (2) above and in Article 20(a)(2) and 20(b)(8) shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.

(b) Once an employee is on Golden Hours, all work time thereafter (including meal periods but excluding interruptions as defined below) shall be paid for at the applicable Golden Hour rate until he shall have received a rest period of not less than eight (8) consecutive hours. (Deductible meal periods shall not be included in work time which is to be paid for at the applicable Golden Hour rate for “on production” employees employed on television productions whose shift of work occurs solely on the premises in a studio, at a location within the thirty (30) mile zone or within the thirty (30) mile production zone, at a nearby location, or at a combination of a studio and a location within the thirty

(30) mile zone or within the thirty (30) mile production zone and/or nearby location.)

(c) To determine (1) when Golden Hours begin, or (2) the number of Golden Hours to be paid for once Golden Hours have begun, the following provisions shall apply:

WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS LESS THAN FOUR (4) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS BETWEEN FOUR (4) HOURS AND EIGHT (8) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK IS EIGHT (8) OR MORE HOURS
(Work Time)	(Interruption)	(Full Rest Period)
Intervening time is work time and is added to previous and subsequent work time.	Intervening time is not work time, but previous and subsequent work time are added together to determine (1) and (2) above.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun.

(d) Compensation for Golden Hours shall be used only to pay for Golden Hours and shall supersede and replace any other compensation for work time during Golden Hours; however, when other guarantees are in effect during Golden Hours, there shall be no compounding of pay computation. In such event, any portion of Golden Hour pay may be applied to fulfill such other guarantees.

(e) Additional Golden Hour Provisions on Distant Location

Travel time shall be used in the computation of Golden Hours as follows:

(1) If travel time, with other than truck transportation, added to recesses (if any) immediately before and after such travel, totals less than eight (8) hours, such interval shall be considered an “interruption,” but if such interval equals eight (8) or more hours, it shall be considered a “full rest period.”

(2) Travel time, with truck transportation, is work time.

(3) In addition, subparagraphs (b), (c) and (d), above, shall apply.

23. 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) Calls for weekly employees for a sixth or seventh day in the employee's workweek may be cancelled before 8:00 p.m. on the day preceding the day of the call.

(c) The employee and the Local Union shall be notified of layoff and/or work call at the earliest time reasonably possible.

(d) Calls may be changed or cancelled 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.

(e) Notwithstanding the foregoing, effective October 29, 2018, the Producer may issue a "weather-permitting" call for snow, sleet, ice storms or hurricanes which may be cancelled up to four (4) hours prior to the 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. With respect to employees employed in New York or New Jersey or subject to Article 32(b), the four (4) hours of pay shall be subject to pension, health and IAP contributions. With respect to employees employed in Connecticut, Delaware or that part of Pennsylvania that is within the geographical jurisdiction of this Agreement, the Producer shall contribute one-third ($\frac{1}{3}$) of the amount due under Article 32(a) to the IATSE National Benefit Funds.

If the notification is untimely, the employee shall be paid for an eight (8) hour minimum call in lieu of the payment described in the foregoing paragraph.

Hours paid for a cancelled "weather-permitting" call shall not be counted for purposes of calculating overtime.

Local #52 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Article 23(e) for other weather conditions.

24. CALL-BACKS

Rest periods following dismissal shall be eight (8) hours for work within the studio; ten (10) hours for report-to assignments outside a studio, but within the thirty (30) mile zone or within the thirty (30) mile production zone; and nine (9) hours for work on a nearby location or when transported from a studio to a location within the thirty (30) mile zone or within the thirty (30) mile production zone.

Intervening time of less than four (4) hours between dismissal and call-back to work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the “call-back” guarantees below. All employees are paid at their scheduled Regular Basic Hourly Rates as provided in Article 12.

Minimum Guarantees for “Call-backs” Within Eight (8) Hours of Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

* The above “call-back” guarantees do not apply when employee reports to work on such days within eight (8) hours of time of dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as scheduled in Article 19.

By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

25. TRAVEL TIME, WORK AND TRAVEL CONDITIONS, PAY PROVISIONS AND HAZARDOUS PAY

(a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time, or pay for time actually travelled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

(b) No clause.

(c) Travel-and-Work or Work-and-Travel

Travel time within the minimum call shall be paid for as work time and computed towards the commencement of Golden Hours, but shall not be paid for at the Golden Hour rate. Minimum calls are as provided in Article 19; provided, however, a minimum call is not applicable when the day of return from a distant location is on a day that would otherwise be the sixth or seventh day worked in the employee's workweek and the employee is dismissed prior to 8:01 a.m. of such day. If travel time occurs outside the minimum call, it shall be deemed to be "work time," but shall not be used in determining the commencement of Golden Hours. However, travel time occurring outside the minimum call and between the hours of 6:00 p.m. and 6:00 a.m., when sleeping accommodations are provided, shall not be deemed to be travel time or work time.

For example:

(1) On day of departure, employee travels ten (10) hours, then works five and one-half (5½) hours. All hours are deemed work time and fifteen (15) hours are computed toward Golden Hours.

(2) On day of return, employee works eight (8) hours and travels seven (7) hours. All hours are deemed work time, but only minimum call hours are computed toward Golden Hours.

(d) Other Travel Provisions

(1) Distant location working conditions shall apply on the day of departure, day of return and intervening days.

(2) Local Travel Time

There shall be no deduction from work time for local travel time on distant locations. For the purposes of this Article, "local travel time" is defined as the actual time consumed at the beginning and end of each day's work in transporting the employee to and from the housing base at distant location and the shooting site or place of work.

(e) Time Spent Waiting to Travel on Day of Departure from Distant Location

On the day of departure from a distant location, when sleeping accommodations at the location are not available to the

employee after 9:00 p.m., time spent after 9:00 p.m. in waiting for transportation, when the minimum call is not in effect, shall be compensated for as an allowance.

(f) Travel Insurance

The Producer shall provide accidental death insurance in a sum not less than two hundred thousand dollars (\$200,000) for the benefit of the employee's designated beneficiary when the employee is required to travel at the request of the Producer in transportation furnished by the Producer.

Employees shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Producer. The Producer shall send the travel beneficiary card to the employee's place of hire.

An employee, by refusing in good faith to travel by airplane, will not jeopardize his future working opportunities on assignments which do not require travel by airplane.

(g) Traveling Expenses and Accommodations

The employee's necessary traveling expenses, meals and lodging shall be made available at the Producer's expense. For travel anywhere in the United States, Canada and Mexico, the Producer shall furnish air transportation to and from distant location. For travel outside the United States, Canada and Mexico, employee shall be furnished business class air transportation, except that when business class accommodations are not available, employees shall travel first class. Producer agrees to use its best efforts to furnish and maintain, during travel time, reasonably comfortable riding conditions in the class of transportation provided, avoiding overcrowding and providing proper space for baggage and tools.

Producer will direct the employee that he must use the Producer's form of transportation to distant location. In those instances in which Producer purchases public air transportation to and from such location site, the Producer agrees to purchase tickets refundable only to Producer.

Employees on distant location shall be entitled to single room housing when it is reasonably available.

(h) Truck Travel

An employee required to ride a truck and assigned to and responsible for the care of the cargo in transit shall be deemed working and not travelling for the purposes of Golden Hours.

(i) Hazardous Work

When an employee covered by this Agreement is working in close proximity and is exposed to the same hazard with the same degree of risk to which another employee covered by this Agreement is exposed who has negotiated a hazardous pay adjustment, the first employee referred to in this subparagraph is entitled to that same hazard pay adjustment. In all other hazardous work situations, the amount of such adjustment shall be the subject of individual negotiations.

(j) Allowances for Hazardous Work

The following allowances shall be paid for hazardous work:

(1) For taking motion pictures on aerial flights or submarine diving, employee shall receive sixty dollars (\$60.00) per flight or dive, but with a maximum of payment in a single shift of one hundred eighty dollars (\$180.00).

(2) Any employee designated by Producer to work completely under water using a diving mask, air helmet or diving suit, including skin diving, will be paid a bonus of twenty-five percent (25%) of his rate in effect at the time of such performance, except when the total time required by the employee to perform such work, including diving, is less than one (1) hour. The provisions of Article 14 shall apply when such work is one (1) hour or more.

(3) Any employee designated and required by Producer to dive to a depth of fifteen (15) feet or more in water using a diving mask, air helmet or diving suit, including skin diving, will be paid an allowance of sixty dollars (\$60.00) for each dive, with a maximum payment in a single shift of one hundred eighty dollars (\$180.00). Such allowance shall supersede and replace the twenty-five percent (25%) bonus referred to in subparagraph (2) above.

26. CALL-BACKS (Distant Location)

Rest periods following dismissal shall be eight (8) hours on distant location.

Intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the “call-back” guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For “Call-backs” During Rest Periods Following Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

* The above “call-back” guarantees for the sixth or seventh day worked in an employee’s workweek or holiday do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as specified in Article 12.

By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

27. HOLIDAYS

(a) Work time on holidays shall be subject to night premiums. Minimum calls are as specified in Article 19.

(b) New Year’s Day, Presidents’ Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays.

If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday.

(c) Provisions for Holidays not Worked

Daily Employees

Effective in the period January 1, 2018 to and including December 31, 2018, in the period January 1, 2019 to and including December 31, 2019, in the period January 1, 2020 to and including December 31, 2020 (and continuing on the same basis for the term of this Agreement), a Daily Schedule employee shall receive 3.719% of his annual straight work time earnings, including night premiums, as payment for holidays not worked. Pay at straight time only for unworked holidays paid to Daily Schedule employees during distant location employment shall be offset against such employee's annual holiday compensation, computed as above.

(d) Provisions for Holidays Worked

For holidays worked, employee shall receive double the Regular Basic Hourly Rate.

(e) Weekly Schedule Employees

The total amount of salary paid in the period January 1, 2018 to and including December 31, 2018, in the period January 1, 2019 to and including December 31, 2019, in the period January 1, 2020 to and including December 31, 2020 (and continuing on the same basis for the term of this Agreement) to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

The foregoing shall be subject to the following provisions:

(1) A day's holiday pay shall be considered as one-fifth (1/5) of such weekly schedule rate of pay.

(2) Vacation pay, severance pay and premium pay for holidays actually worked shall be excluded from the applicable percentage computation required under this subparagraph.

(3) Additional holiday pay due hereunder shall be payable upon request to the employee after March 15 of the year subsequent to the calendar year in which such pay is earned.

(4) The applicable percentage computation described under this subparagraph shall not be applicable to any employee hereunder for any calendar year in which he is paid for nine (9) recognized holidays not worked.

(f) Presentation of Claim For Holiday Pay

(1) Producers that currently pay for vacations and/or holidays on a weekly basis shall continue to adhere to their existing practice. Producers that currently pay for holidays pursuant to subparagraph (f)(2) below may instead elect on a production-by-production basis to pay on a weekly basis.

(2) Producers that currently make vacation and/or holiday payments at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(i) With respect to employees on layoff:

(A) On or after March 15 of the year following the calendar year in which holiday pay was earned, the Producer shall either:

(1) mail or deliver to such employee his vacation and/or holiday pay; or

(2) notify each such employee that he should claim his vacation and/or holiday pay pursuant to the provisions of this Agreement.

(B) In the event the Producer mails the employee's vacation and/or holiday paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (f)(2)(i)(A)(2) above, to claim his/her vacation and/or holiday pay, the Producer shall notify the Local Union of the names of those employees who have not claimed vacation and/or holiday pay. In the case of employees whose checks were returned, the Producer shall also forward the returned checks(s) to the Local Union.

(C) The Local Union shall endeavor to locate any employee who has not claimed his vacation and/or holiday pay. If it does so, it shall forward to the employee his check or otherwise advise the employee of the department of the Producer to contact to claim such pay.

(D) If the Local Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph (f)(2)(i)(B) above, to locate such employee(s), the Local Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(E) On or about March 15 of the second calendar year following the year in which holiday and/or vacation pay was earned (“the second calendar year”), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan (hereinafter the “MPIPP”) for employees employed in New York and/or New Jersey or will be sent to the IATSE National Pension Fund for employees employed in Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the MPIPP or IATSE National Pension Fund, as applicable.

(F) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the MPIPP or IATSE National Pension Fund, as applicable, and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer’s and the Local Union’s obligations hereunder to the employee with respect to the payment of vacation and/or holiday pay.

(ii) With respect to employees on payroll:

(A) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(1) mail or deliver to such employee his vacation and/or holiday pay; or

(2) notify each such employee that he should request holiday pay pursuant to the provisions of this Agreement and schedule his vacation according to this Agreement.

(B) In the event the employee fails to request such holiday pay and/or to schedule his vacation within thirty (30) days after the date of mailing of the notice referred to in subparagraph

(f)(2)(ii)(A)(2) above, the Producer shall notify the Local Union of the names of those employees who have not claimed such pay and/or scheduled their vacation.

(C) The Local Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (f)(2)(ii)(B) above, endeavor to notify the employee and advise him to claim holiday pay and to schedule his vacation.

(D) On or about March 15 of the second calendar year, employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the MPIPP or IATSE National Pension Fund, as applicable. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the MPIPP or IATSE National Pension Fund, as applicable.

(E) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the MPIPP or IATSE National Pension Fund, as applicable, and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Local Union's obligations hereunder with respect to the payment of vacation and/or holiday pay.

(3) New signatory Producers shall adhere to the practice of paying vacation and holiday pay currently on a weekly basis unless other arrangements are made by them with the Local Union.

28. VACATIONS

Vacation benefits are payable pursuant to the following provisions.

(a) Daily Schedule Employees

(1) Vacation pay for a person employed solely under a Daily Schedule shall be computed at the rate of four percent (4%) of total annual earnings for those hours worked at straight time, including hours worked on night rates and night premiums at straight time, during the employee's personal income tax reporting year.

(2) Employees must actually take time off from work for paid vacations in accordance with the following schedule:

For Daily Schedule Employees	
Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,928.0 and over	10
Between 1,734.4 and 1,927.9 (inclusive)	9
Between 1,540.8 and 1,734.3 (inclusive)	8
Between 1,347.2 and 1,540.7 (inclusive)	7
Between 1,153.6 and 1,347.1 (inclusive)	6
Between 960.0 and 1,153.5 (inclusive)	5
Between 766.4 and 959.9 (inclusive)	4
Between 572.8 and 766.3 (inclusive)	3
Between 379.2 and 572.7 (inclusive)	2
Between 185.6 and 379.1 (inclusive)	1
Between 185.5 and less (inclusive)	0

Employees with 50% Additional Vacation Pay (See (e) below)

Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,888.0 and over	15
Between 1,761.6 and 1,887.9 (inclusive)	14
Between 1,635.2 and 1,761.5 (inclusive)	13
Between 1,508.8 and 1,635.1 (inclusive)	12
Between 1,382.4 and 1,508.7 (inclusive)	11
Between 1,256.0 and 1,382.3 (inclusive)	10
Between 1,129.6 and 1,255.9 (inclusive)	9
Between 1,003.2 and 1,129.5 (inclusive)	8
Between 876.8 and 1,003.1 (inclusive)	7
Between 750.4 and 876.7 (inclusive)	6
Between 624.0 and 750.3 (inclusive)	5
Between 497.6 and 623.9 (inclusive)	4
Between 371.2 and 497.5 (inclusive)	3

(continued)

(continued)

Straight time hours worked in preceding year:	Straight time working days required to be taken off:
Between 244.8 and 371.1 (inclusive)	2
Between 118.4 and 244.7 (inclusive)	1
Between 118.3 and under (inclusive)	0

(b) Weekly Employees (including combinations of Weekly and Daily Schedule employment):

*Days Worked in Regular Workweek During Preceding Year	Days of Vacation with Pay in Succeeding Year
Over 200	10
Between 181 and 200	9
Between 161 and 180	8
Between 141 and 160	7
Between 121 and 140	6
Between 101 and 120	5
Between 81 and 100	4
Between 61 and 80	3
Between 41 and 60	2
Between 21 and 40	1
**20 and under	0

*Excluding sixth or seventh consecutive days outside the regular workweek.

**Employees who do not qualify for a day’s vacation pay under this provision shall be paid vacation pay as follows:

<u>Daily Schedule Employment:</u>	4% of straight time earnings including hours worked on night premiums at straight time.
<u>Weekly Schedule Employment:</u>	4% of guaranteed weekly earnings.

(c) To determine, for vacation purposes, the number of days worked in any workweek, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year):

$$\frac{5}{40} \times \text{Total hours worked at straight time (including hours worked on weekday night premiums) to a maximum of forty (40) hours.}$$

(2) Weekly Employees:

Days worked are equal to the number of weekday minimum calls paid for, subject to the provisions of Article 28(b)*, above.

(d) To determine, for vacation purposes, the rate at which each vacation day shall be paid, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year): One (1) day is equal to eight (8) hours average pay at straight time.

(2) Weekly Schedule Employees: One (1) day is equal to one-fifth (1/5) of average weekly earnings, limited each week to the hours specified under the employee's weekly wage schedule.

(3) Rates of pay shall be those in effect during the year in which the vacation is earned ("preceding year").

(e) Additional Vacation Provisions

The following additional vacation provisions shall apply to Weekly or Daily Schedule employees who meet the necessary eligibility qualifications:

(1) Eligibility Requirements

Eligible employees shall be those employees who actually worked for Producer for eight (8) consecutive "eligible" years, with an aggregate of not less than 1,600 "straight time" days worked with Producer in such eight (8) years.

As used in this provision, the term "year" shall mean the employee's personal income tax earnings year (also hereinafter referred to as "tax year"); the term "eligible year" shall mean a tax year

in which the employee worked one hundred (100) or more “straight time” days for Producer; for weekly schedule employees, the term “straight time” days shall be deemed to include distant location Saturdays.

Any tax year in which the employee actually works less than one hundred (100) “straight time” days for Producer shall be excluded in computing the required eight (8) “eligible” tax years, and the “straight time” days worked in such year shall not be counted in computing the required aggregate of 1,600 “straight time” days to be worked in such eight (8) tax years.

Employees who fail to work more than one hundred (100) “straight time” days for such employer in each of any two (2) consecutive tax years shall, at the end of such second year, be considered new employees hereunder with no previous employment credit with Producer for the purpose of establishing the above eligibility requirements. Provided, however, that in determining such two (2) consecutive years, no year shall be included (and the “straight time” days worked in such year shall not be counted for any eligibility purposes hereunder) in which the employee could not work one hundred (100) “straight time” days for Producer due to either or both of the following:

(i) The period of recorded leaves of absence granted by Producer;

(ii) For the period during which the employee was absent and physically unable to work for Producer solely as a result of an “industrial accident” occurring to such employee while employed by Producer.

(2) Vacation Days and Pay

Such weekly or daily employees who become eligible on or after the date hereof, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money based upon the applicable weekly or daily employee² vacation schedule set forth above; any such employee shall be limited to earning a maximum of only fifteen (15) days vacation per year. Provided, that for the remainder of any such tax year in which such an employee becomes eligible, he shall only earn additional

² Vacation pay for such employee employed solely under a daily schedule shall be computed at the rate of 6.2762% instead of 4% as set forth in subparagraph (a)(1), above, of this Article 28.

vacation time and money, as above provided, based solely on the “straight time” days he worked for Producer after he so became eligible and within the remaining portion of each year, to be computed separate and apart at the rate of one-half of the vacation benefit specified under the above applicable daily or weekly vacation schedule.

(3) Loss of Eligibility

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) “straight time” days in any one tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer for the purpose of subsequently establishing the above eligibility requirements.

In determining whether any employee loses his eligibility for failure to work for Producer more than one hundred fifty (150) “straight time” days in a tax year, as above provided, no such year shall be counted for this purpose in which the employee could not work at least one hundred fifty-one (151) “straight time” days for Producer due to either or both of the following:

(i) The period of recorded leaves of absence granted such employee by Producer;

(ii) The period during which such employee was absent and physically unable to work for Producer solely as a result of an “industrial accident” occurring to him while employed by Producer.

(4) Eligibility Credit

For the purposes of determining “eligible” years and “loss of eligibility” only, as above provided, employees who leave the employ of Producer to perform military service and who remain in the Armed Forces of the United States in accordance with the applicable National Selective Service Act (or other subsequently enacted comparable national legislation then in effect pertaining to such service), shall be credited as having worked for Producer the number of applicable days the employee would normally have been employed by Producer for “straight time” days in each workweek of the period of such service.

(f) Daily and Weekly Schedule Employees

(1) Vacations are earned in one personal income tax earnings year and are paid for in the succeeding calendar year.

(2) Vacations shall not be cumulative between calendar years and shall be taken at times approved by the Producer.

(3) Sixth or seventh days in the employee's workweek (for daily employees), days outside the regular workweek of weekly employees and holidays occurring during vacation periods are not counted as days granted.

(4) When any portion of the vacation period is less than a full payroll week by mutual agreement between the Producer and the employee, the Producer may grant leave of absence without pay for the remaining fractional portion of the payroll week.

(5) Eligible employees who are no longer employed at the beginning of the calendar year in which their vacation pay for the preceding year is payable may obtain such vacation pay at any time subsequent to March 15 by notifying the Producer of their desire to obtain such vacation pay. Such notice shall set forth a date on or subsequent to the date of notice for the commencement of the period to which such vacation pay shall apply. The designation of such commencement date shall be at the sole discretion of such employees, and the Producer agrees to pay such employees the vacation pay due on or prior to such commencement date, but in no event shall the Producer be obligated to make such payment prior to March 15.

(6) In the event of a layoff, an employee eligible for vacation shall not be required to take vacation at time of layoff.

(7) Each eligible employee shall, if he so desires, submit to his department head, prior to June 1st, three (3) vacation dates in the order of his preference. In the event that none of the three (3) preferential dates is granted, the department head may establish date of vacation if conditions permit. However, he shall give any such employee not less than one (1) week's notice as to date of vacation unless, upon the request of the employee, it is otherwise mutually agreed. Employees who do not submit preferential dates shall receive vacations on dates subject to the discretion of the department head.

(8) Producer shall pay an eligible employee his vacation pay check not later than noon of the pay day preceding the commencement day of his vacation, provided the employee has made a

request to Producer for such vacation check at least one week prior to such pay day preceding the commencement of such vacation.

(9) If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate vacation pay experience credit accrued with the selling company. If such employee is not so continued in employment by the buying company, then only Producer is responsible for any vacation pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall be entitled to his accrued vacation pay from Producer.

(10) Presentation of Claim for Holiday and/or Vacation Pay

(i) Producers that currently pay for vacations and/or holidays on a weekly basis shall continue to adhere to their existing practice. Producers that currently pay for vacations and/or holidays pursuant to subparagraph (f)(10)(ii) below may instead elect on a production-by-production basis to pay on a weekly basis.

(ii) Producers that currently make vacation and/or holiday payments at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(A) With respect to employees on layoff:

(1) On or after March 15 of the year following the calendar year on which vacation and/or holiday pay was earned, the Producer shall either:

(a) mail or deliver to such employee his vacation and/or holiday pay; or

(b) notify each such employee that he should claim his vacation and/or holiday pay pursuant to the provisions of this Agreement.

(2) In the event the Producer mails the employee's vacation and/or holiday paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (f)(10)(ii)(A)(1)(b) above, to claim his/her vacation and/or holiday pay, the Producer shall notify the Local

Union of the names of those employees who have not claimed vacation and/or holiday pay. In the case of employees whose checks were returned, the Producers shall also forward the returned check(s) to the Local Union.

(3) The Local Union shall endeavor to locate any employee who has not claimed his vacation and/or holiday pay. If it does so, it shall forward to the employee his check or otherwise advise the employee of the department of the Producer to contact to claim such pay.

(4) If the Local Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph (f)(10)(ii)(A)(2) above, to locate such employee(s), the Local Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(5) On or about March 15 of the second calendar year following the year in which holiday and/or vacation pay was earned ("the second calendar year"), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan ("MPIPP") for employees employed in New York and/or New Jersey and to the IATSE National Pension Fund for employees employed in Connecticut, Delaware, or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the MPIPP or the IATSE National Pension Fund, as applicable.

(6) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the MPIPP or the IATSE National Pension Fund, as applicable, and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and the Local Union's obligations hereunder to the employee with respect to the payment of vacation and/or holiday pay.

(B) With respect to employees on payroll:

(1) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(a) mail or deliver to such employee his vacation and/or holiday pay; or

(b) notify each such employee that he should request holiday pay pursuant to the provisions of this Agreement and schedule his vacation according to this Agreement.

(2) In the event the employee fails to request such holiday pay and/or to schedule his vacation within thirty (30) days after the date of mailing of the notice referred to in subparagraph (f)(10)(ii)(B)(1)(b) above, the Producer shall notify the Local Union of the names of those employees who have not claimed such pay and/or scheduled their vacation.

(3) The Local Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (f)(10)(ii)(B)(2) above, endeavor to notify the employee and advise him to claim holiday pay and to schedule his vacation.

(4) On or about March 15 of the second calendar year, employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the MPIPP or the IATSE National Pension Fund, as applicable. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the MPIPP or the IATSE National Pension Fund, as applicable.

(5) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the MPIPP or the IATSE National Pension Fund, as applicable, and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Local Union's obligations hereunder with respect to the payment of vacation and/or holiday pay.

(iii) New signatory Producers shall adhere to the practice of paying vacation and holiday pay currently on a weekly basis unless other arrangements are made by them with the Local Union.

29. SEVERANCE PAY

(a) Employees employed by Producer shall receive the severance pay set forth below if they have worked the necessary qualified years for the Producer as follows:

Number of Consecutive Qualified Years Employee Already Has on the Date of Severance	Not Offered Employment Within Following Number of Elapsed Days After Severance Occurs	Maximum Number of Weeks of Severance Pay
1-2	90	1
3-4	90	2
5-8	90	3
9	90	4
10	270*	5
11-12	270*	6
13-14	270*	7
15	270*	8
16	270*	9
17	270*	10
18	270*	11
19	270*	12
20	270*	13

(b) The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee’s average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee’s personal income tax earnings year used in computing vacation pay.

* If the employee is not offered comparable employment within ninety (90) days’ elapsed time after severance occurs, two (2) weeks of accrued severance pay shall be payable. If he is not offered comparable employment within two hundred seventy (270) elapsed days’ time after severance occurs, the unpaid balance of the total accrued severance pay shall be payable.

(c) A “year period” shall be a period of three hundred sixty-five (365) consecutive calendar days, unless extended as herein provided, with such period to commence with the date the employment is terminated and computed backward in retrospect upon the prior employment record with Producer, but in no event earlier than May 1, 2003. A “qualified year” shall be such a year period in which employee actually works two hundred (200) days hereunder for Producer. If such employee has less than two (2) such consecutive “qualified” years, then he shall be deemed to have a single “qualified” year only if he actually works hereunder for Producer for: (1) one or more days during the first six (6) months of the eighteen (18) month period immediately prior to the date his employment is terminated and, also (2) two hundred (200) days during the period of three hundred sixty-five (365) consecutive calendar days immediately preceding the date his employment is terminated.

(1) In computing qualified years, if the employee actually worked one or more but less than two hundred (200) days hereunder for Producer in any respective year period, then such year period shall not be counted, but shall be bridged in computing “consecutive qualified years.” However, in no event shall qualified years be counted prior to the most recent termination in employment after which such employee was re-employed by Producer as a new employee as herein defined.

(2) If an employee on the date of the severance of his employment hereunder with Producer after the date hereof would otherwise have had one (1), two (2), three (3) or four (4) consecutive “qualified years” with Producer, but had received severance pay either before or after the date hereof, then, for these purposes, he shall be deemed to be a new employee after such payment and the applicable consecutive qualified years shall be based and computed only upon his employment with Producer after he so became such a new employee.

If an employee on the date of the severance of employment hereunder with Producer after the date hereof would otherwise already have had five (5) or more consecutive “qualified years” with Producer, he shall be entitled to the total number of weeks of severance pay as provided in subparagraph (a) above, less an “offset” in the number of days or weeks of any severance pay he received from Producer before the date hereof in connection with employment which is considered in the computation of such qualified years or with “bridged” years. This “offset” shall apply towards the payment due after each respective ninety (90) days, and also to the total number of weeks of severance pay accrued as referred to above. In this instance, payment by Producer of full severance pay to employee prior to the date hereof shall

not break the employee's employment with such Producer for purposes of computing consecutive qualified years hereunder.

(3) Any severance pay paid to an employee after the date hereof under this Agreement shall correspondingly reduce the total number of weeks of severance pay to which he is entitled. An employee who receives or has received full severance pay hereunder after the date hereof shall be considered to be a new employee thereafter for the purpose of this provision.

(d) If the employee has refused an offer of comparable employment from the Producer or was not available when called for work by Producer within the ninety (90) day period or two hundred seventy (270) day period, as the case may be, as provided in subparagraph (a) above, or was dismissed for cause, or if he voluntarily resigns or is laid off as a result of physical incapacity, epidemic, fire, action of the elements, strike, walkouts, labor disputes, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion, or for any other cause or causes beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay. If the employee was not available when called for work by Producer as above provided, then Producer, as soon as practical, shall notify the Union that such call was placed and that the employee was not available.

With respect to call-backs after layoffs for severance pay, it is recognized that in certain circumstances it may be difficult for an individual to accept a call immediately when he is currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio where he is then employed, to be required to accept a call immediately without any notice to his then present employer.

It is believed that in the great majority of cases reasonable consideration should be given so that the employee will not lose his severance pay credits. To this end, it is the intent of the parties hereto that if an employee who has qualified for severance pay has been laid off by a studio and, within the ninety-day period referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the motion picture industry, then such ninety-day period shall be extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event that such employee is again recalled by the studio within the ninety-day period, as extended, and does not accept such recall because of other employment in the motion picture industry, or for any other reason, except as

otherwise herein provided, then such employee shall lose his qualification for severance pay and, in the event he is subsequently rehired by Producer, then such rehire shall be as a new employee for purposes hereunder.

In the event the employee is unavailable to accept such recall because of employment outside the motion picture industry at the time of such recall, he shall have a maximum of two (2) days after the day of such recall to make himself available and, if he fails to do so, then such employee shall lose his qualification for severance pay and, in the event he is subsequently rehired by Producer, then such rehire shall be as a new employee for purposes hereunder.

(e) The employment year will be extended by the length of any authorized “leave of absence without pay.”

(f) This Article does not apply to employees who are dismissed or not re-employed due to seniority requirements.

(g) If a successor company buys out Producer and continues the operation of Producer’s studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate severance pay experience credit accrued with Producer and his employment shall not be considered to be terminated for severance pay purposes.

If such employee is not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of his termination.

If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall not be entitled to any severance pay from either Producer or buying company.

30. PENSION, HEALTH AND INDIVIDUAL ACCOUNT PLAN CONTRIBUTIONS FOR EMPLOYEES EMPLOYED IN NEW YORK AND/OR NEW JERSEY

The following shall apply with respect to pension, health and Individual Account Plan contributions for employees employed in New York and/or New Jersey.

The provisions of Section 12 (“Pension, Health and Individual Account Plans”) as contained in the 2018 Local 52 Feature and

Television Production Contract shall be deemed incorporated herein, except that the hourly contribution rate to the Motion Picture Industry Health Plan under Section 12(c)(1)(ii)(A)1) for a Producer that qualifies as a “\$15 Million Contributor” shall increase by twenty cents (\$0.20) effective September 30, 2018 (in lieu of July 29, 2018); by an additional ten cents (\$0.10) effective September 29, 2019 (in lieu of August 4, 2019); and by an additional ten cents (\$0.10) effective October 4, 2020 (in lieu of August 2, 2020).

31. 401(k) PLAN

A 401(k) Plan has been established for employees employed under the Feature and Television Production Contract. It is understood that employees employed under this Supplemental Digital Production Agreement shall be permitted to make deferrals of their salaries to said 401(k) Plan.

32. PENSION FUND, WELFARE FUND AND ANNUITY FUND CONTRIBUTIONS FOR EMPLOYEES EMPLOYED IN CONNECTICUT, DELAWARE AND THAT PART OF PENNSYLVANIA WITHIN THE GEOGRAPHIC JURISDICTION OF THE FEATURE AND TELEVISION PRODUCTION CONTRACT

The following shall apply with respect to pension, health and annuity fund contributions for employees employed in Connecticut, Delaware and that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract.

(a) From May 16, 2018 through May 15, 2021, the Employer shall make pension, welfare and annuity contributions on behalf of employees working under this Agreement in Delaware, Connecticut, or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract to the IATSE National Benefit Funds as set forth below:

(1) For employees working in Delaware, Connecticut and that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract, but not including Philadelphia: \$118.00 per day effective May 16, 2018; \$122.00 per day effective September 30, 2018; \$126.00 per day effective September 29, 2019; and \$131.00 per day effective October 4, 2020.

(2) For employees working in Philadelphia: \$126.00 per day effective May 16, 2018; \$130.00 per day effective September 30, 2018; \$134.00 per day effective September 29, 2019; and \$139.00 per day effective October 4, 2020.

The aforementioned \$4.00 per day increases effective September 30, 2018 and September 29, 2019 and the \$5.00 per day increase effective October 4, 2020 shall be allocated to the IATSE National Health and Welfare Fund. As to the remainder of the daily contributions set forth above, the Union shall advise the Employers of the appropriate allocation among the Taft-Hartley funds to which such contributions shall be submitted (*i.e.*, the I.A.T.S.E. National Health and Welfare Fund, the I.A.T.S.E. National Pension Fund and the I.A.T.S.E. Annuity Fund).

(b) Notwithstanding subparagraph (a) above, the Producer shall make fringe benefit contributions on behalf of any individual who is hired in New York or in that part of New Jersey that is within a sixty-five (65) mile radius of Columbus Circle to work in Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract to the Motion Picture Industry Pension, Health and Individual Account Plans pursuant to Article 30 above.

33. OTHER WORKING CONDITIONS

Unless modified, all the studio working conditions, above provided, shall prevail on distant location.

34. REPORTING OF ACCIDENTS

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported by the Producer to the Local Union as soon as practicable after the accident. An employee who is injured while at work hereunder shall be credited with no less than a minimum call on the day of such injury.

35. EMPLOYEES IN THE ARMED SERVICES

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the

Producer and the Local Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

Producer and the Local Union agree that employees temporarily holding such jobs will be displaced by such returning employees.

36. MANNING AND ASSIGNMENT

(a) In the Sound Department, no machinery, equipment, devices or processes covered by this Supplemental Digital Production Agreement shall be set up, and when required to be operated, or broken down unless a person is assigned to perform such required work at the location of same for the entire period of such set-up and required operation or breakdown, as the case may be.

(b) Employees hereunder shall not be interchangeable in their duties, except that employees in technical classifications may be interchanged in the performance of the various functions encompassed within such technical classifications and except, further, that with respect to employees in the stagecraft department, "others" in the stagecraft department are always interchangeable in the performance of the various functions encompassed within such department; however, chiefs in the Stagecraft Department, in all cases, can assist, but are interchangeable only on remotes (locations). Nothing herein shall be construed as authorizing the Producer to assign a single employee to handle two (2) or more operating positions at one time.

(c) If a microphone or a sound boom is moved during a recording session, a technician must be assigned.

(d) One technician may operate two (2) videotape machines provided the same feed is recorded on both machines or he may operate more than two (2) machines with respect to recording or playback as long as it does not create an unreasonable workload on the technician. In making dupes of a videotape recording, one technician may be assigned to the playback machines and two (2) or more machines recording dupes provided all such machines are in the same room. Additional dupe machines may be used in adjacent areas with the understanding and agreement of the IATSE, which agreement will not be unreasonably withheld providing the workload does not cause an unreasonable hardship on the operator. A technician in the process of operating tape machines for recording or playback, as defined above,

shall not be required to perform another job unless or until that recording or playback is stopped.

If the technician believes the workload is unreasonable, he should bring it to the immediate attention of his supervisor and attempt to resolve the problem. Failure to resolve the matter may then be followed with the grievance procedure.

(e) On each studio shooting unit, there shall be assigned a chief lighting technician, a chief grip and a chief property person.

On remotes (locations), a chief shall be assigned for each such classification when equipment in that classification is taken and used.

When an ENG-type crew transports and utilizes four (4) or fewer “portable television lighting fixtures,” a lighting technician need not be assigned. For the purpose of this provision, a “portable television lighting fixture” is defined as a fixture containing a lamp capable of being operated by battery pack or 110 volts AC, but in no case shall such lamp exceed 1,000 watts in ratings.

37. JURISDICTIONAL DISPUTES

The Local Union agrees to cooperate in good faith with the Producer and other Unions in the industry in working out a method for the determination of jurisdictional disputes without work stoppages. Appropriate clauses shall be incorporated in this Agreement to cover any method or means that shall be agreed upon.

38. LETTER OF UNDERSTANDING RE PROCEDURE FOR IMPLEMENTING PARAGRAPH 37

(a) If a jurisdictional dispute should arise between or among the New York Production Locals or any other IATSE Local Union, it will be submitted to the International Alliance of Theatrical Stage Employees for resolution.

(b) Prior to rendering a decision thereon, the IATSE shall notify the Producer of the existence of the dispute and, upon request of the Producer, shall consider the position of the Producer concerning the dispute.

(c) In the event that the Producer disagrees with the IATSE's decision as to which Local should be assigned the work, the IATSE agrees to meet with the Producer in a good faith effort to resolve the question.

39. CONFLICT WITH LAWS

In the event that any provisions of this Agreement relating to the amounts and payment of wages or other financial benefits are affected by any legislation, decision of a court of competent jurisdiction or governmental regulation in such manner so that such wages or other financial benefits would be increased over, or decreased under, the amount intended to be paid by the parties hereto at the time of the execution of this Agreement, then each of the parties hereto agrees that upon written notice from the other party setting forth the provisions to be negotiated, they will renegotiate for modification of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as nearly as possible, for payment of wages or other financial benefits, in the amount intended to be paid by the parties hereto at the time of the execution hereof.

If the parties are unable to arrive at an agreement within thirty (30) days after delivery of such notice, then such provisions in question shall be immediately submitted to an Arbitration Committee composed of one member designated by the Producer, one member by the Union and an Impartial Chairman, to be selected by such other two members within ten (10) days following such thirty-day period provided above. This Arbitration Committee shall promptly proceed to hear and settle such matter. The authority of this Arbitration Committee to decide shall be limited solely to determining the appropriate modifications of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as nearly as possible, for the payment of wages and other financial benefits in the amount intended to be paid by the parties at the time of execution of this Agreement. The terms and conditions of such appropriate modifications, if any, by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such manner and to the

extent as above described and provided. The amounts and payments of wages or other financial benefits contained in such appropriate modifications, if any, made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of such modifications.

In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, Producer shall not be liable for any retroactive back pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final, and shall not be subject to the grievance procedure in Article 7 of this Agreement, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this Article 39.

Upon written notice by such Arbitration Committee to the respective parties hereto, the modification of such provisions, as determined by said Committee as above provided, shall automatically become a part of this Agreement. Fees and expenses of the Impartial Chairman shall be borne equally by the Union and the Producers.

40. TECHNOLOGICAL CHANGE

(a) Definition of Technological Change

As used herein, the term “technological change” means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement which directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor.

(b) Producer’s Right to Institute Technological Changes

The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer’s right to make technological changes shall be subject to the provisions of subparagraphs (c), (d), (e) and (f) of this Article 40.

(c) Notice of Technological Change

If Producer proposes to make any technological change, it shall give written notice thereof to Union and to any other Union affected by such change. Such notice shall be given as soon as possible but not less than thirty (30) days prior to instituting such change.

(d) Retraining

If any technological change permanently displaces any person in the performance of his job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Article 29 hereof (“Severance Pay”) to be credited with at least one (1) “qualified year” arising out of his employment by Producer; and

(2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Producer has available within Union’s jurisdiction, or for any other available job opportunity with Producer, then:

Producer agrees to endeavor to retrain such person for such available job at Producer’s expense, in which event the provisions of subparagraph (e), below, shall not apply. Union agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with Producer with respect thereto. Any such person offered retraining pursuant to this subparagraph (d) shall, of course, have the right to reject the same, but any such rejection shall discharge Producer’s obligations under this Article 40 unless the job opportunity for which Producer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

(e) Displacement Pay

If any such technological change permanently displaces any person in the performance of his job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Article 29 hereof (“Severance Pay”) to be credited with at least one (1) “qualified year” arising out of his employment by Producer; and

(2) such person makes written application to Producer within thirty (30) days after such displacement to receive displacement pay (as herein defined), then:

Producer shall pay him the amount of compensation set forth in the following table.

Qualified Years as of the Date of Displacement	Number of Weeks of Displacement Pay Payable
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

The payment of displacement pay, as above provided, shall be separate and apart from any obligation Producer may have to pay severance pay to such displaced person under the provisions of Article 29 hereof (“Severance Pay”). Notwithstanding anything in this subparagraph (e) to the contrary, no such displaced person shall be eligible for displacement pay if:

(i) Producer offers the training referred to in subparagraph (d) above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or

(ii) such person is offered a job by Producer at an equal or better rate of pay, or

(iii) such person accepts any job with Producer even though such job is at a lower rate of pay.

(f) Negotiation of New Rates

If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Producer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give

written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step 2 of the grievance procedure provided in Article 7 hereof or, if they mutually agree to waive Step 2, may proceed immediately to Step 3 of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step 3 of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

(g) Experimental Technological Changes

The provisions of subparagraphs (c), (d), (e) and (f) above shall not apply to any experimental technological change except that if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph (f) above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected job. As used herein, the term “experimental technological change” shall mean a technological change which is instituted by Producer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph (g) shall be construed to deprive Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

(h) Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates

If a dispute arises between Union and Producer with respect to any determination required by subparagraphs (d), (e), (f) or (g) of this Article 40, such dispute shall be subject to the grievance procedure set forth in Article 7 of this Agreement, but any award arising out of such

grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.

41. WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); 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. 0-35-2016); 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; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.


42. COURTESY HOUSING OR TRANSPORTATION

Effective October 29, 2018, upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area or within a radius of thirty (30) miles of Independence Hall in Philadelphia, Pennsylvania and who advises the Producer that he/she is too tired to drive home safely, Producer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Producer's expense.³ The

³ Round trip transportation may include public transportation if reasonable under the circumstances

Producer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Producer-provided transportation.

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,
I.A.T.S.E.**

By:  Date: 10/14/19
John Ford
President

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


By:  Date: October 21, 2019
Carol A. Lombardini
President

EXHIBIT “A”
Producers Represented by the AMPTP
in the 2018 Local #52 Negotiations

1440 Productions LLC	Minim Productions, Inc.
ABC Signature Studios	New Line Productions, Inc.
ABC Studios New York, LLC	New Regency Productions, Inc.
Abominable Pictures, Inc.	
Alive and Kicking, Inc.	On The Brink Productions, Inc.
American Summer Productions, Inc.	Open 4 Business Productions LLC
Bonanza Productions Inc.	Pacific 2.1 Entertainment Group, Inc.
	Palladin Productions LLC
CBS Films Inc.	Paramount Pictures Corporation
CBS Studios Inc.	Picrow, Inc.
Columbia Pictures Industries, Inc.	Picrow Features Inc.
Corporate Management Solutions, Inc.	Picrow Streaming Inc.
dba CMS Productions	
	S&K Pictures, Inc.
DW Studios Productions L.L.C.	Salty Pictures, Inc.
	San Vicente Productions, Inc.
Egregious Entertainment, LLC	Screen Gems Productions, Inc.
Eye Productions Inc.	Skydance Pictures, LLC
	Sonar Entertainment Productions, LLC
Film 49 Productions, Inc.	
Focus Features Productions LLC	Touchstone Television Productions, LLC
FTP Productions, LLC	dba ABC Studios
	Turner Films, Inc.
GWave Productions, LLC	TVM Productions, Inc.
	Twentieth Century Fox Film Corporation
Hop, Skip & Jump Productions, Inc.	
Horizon Scripted Television, Inc.	Undiscovered North American
Hostage Productions, Inc.	Ape Pictures, Inc.
	Universal Cable Productions LLC
Jay Squared Productions LLC	Universal Pictures, A Division of
	Universal City Studios LLC
Kapital Productions, LLC	
	Warner Bros. Pictures
Lennox House Pictures Inc.	Warner Bros. Specialty Productions Inc.
	Warner Bros. Television
Main Gate Productions LLC	wiip Productions, LLC
Marvel Picture Works, LLC	(f/k/a Tornado Productions, LLC)
Mesquite Productions, Inc.	
Metro-Goldwyn-Mayer Pictures Inc.	YNFS Productions LLC
MGM Television Entertainment Inc.	

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 1

As of May 16, 2002

Revised as of May 16, 2006

Revised as of May 16, 2009

Revised as of May 16, 2012

Revised as of May 16, 2015

Revised as of May 16, 2018

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
19-02 Steinway Street
Astoria, New York 11105

Re: Special Conditions for One-Half Hour Pilots, One-Hour Pilots (Other Than One-Hour Prime Time Dramatic Pilots) and One-Hour Episodic Television Series (Other Than One-Hour Prime Time Dramatic Episodic Television Series)

Dear John:

This will memorialize the agreement reached in the 2002 negotiations and confirmed in the 2006, 2009, 2012, 2015 and 2018 negotiations to apply the special conditions set forth herein to pre-production and production of the following digitally-recorded motion pictures which are committed to be produced within the geographical jurisdiction of Local #52:

- (1) One-half hour and one-hour non-dramatic pilots;
- (2) One-half hour dramatic pilots;¹
- (3) One-hour non-prime time dramatic pilots; and

¹ See Sideletter No. 3 for special conditions for one-half hour single camera dramatic pilots made for basic cable or The CW in Connecticut, Delaware or Pennsylvania (except in the city of Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh), the production of which commences on or after May 16, 2015.

(4) One-hour non-prime time dramatic episodic series.

The special conditions applicable to such motion pictures are:

a. Wages

i. Pilots (Other Than One-Hour Prime Time Dramatic Pilots)

(A) For non-dramatic pilots and for non-prime time dramatic pilots, the wage rates set forth in the Local #52 Supplemental Digital Production Agreement (hereinafter, the “Digital Agreement”) for the period immediately preceding the period in question shall apply (*e.g.*, during the period September 30, 2018 through September 28, 2019, the wage rates for the period May 16, 2018 to September 29, 2018 shall apply).

(B) For one-half hour prime time dramatic pilots, the wage rates set forth in the Local #52 Feature and Television Production Contract shall apply.

ii. One-Hour Episodic Series (Other Than One-Hour Prime Time Dramatic Episodic Series)

For the first two (2) production seasons of any one-hour non-prime time dramatic episodic series, the wage rates set forth in the Digital Agreement for the period immediately preceding the period in question shall apply (*e.g.*, during the period September 30, 2018 through September 28, 2019, the wage rates for the period May 16, 2018 to September 29, 2018 shall apply); thereafter, the wage rates in the Digital Agreement shall apply.

b. Vacation - No vacation pay shall be payable for a pilot and the first year of any one-hour series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the vacation provisions in the Digital Agreement shall apply.

c. Holidays Not Worked - No unworked holiday pay shall be payable for a pilot and the first year of any one-hour episodic series; in the second year of the series, unworked holiday pay will be payable at

one-half of the applicable percentage in the Digital Agreement; thereafter, the unworked holiday provisions in the Digital Agreement shall apply.

d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.

e. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in the Digital Agreement; golden hours shall be paid for each hour worked after twelve (12) work hours.

f. Interchange - Producer may interchange employees as provided in the Supplemental Digital Production Agreement.

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52

 Date: 10/19/19

John Ford
President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 2

As of May 16, 2002;
Re-executed as of May 16, 2006
Re-executed as of May 16, 2009
Re-executed as of May 16, 2012
Revised as of May 16, 2015

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
326 West 48th Street
New York, New York 10036

Re: Timing of Vacation and Holiday Pay

Dear John:

It is recognized that in light of the fact that this Supplemental Digital Production Agreement is a new agreement, few, if any, Producers have developed a practice with respect to the timing of payment (whether weekly or end-of-year) of holiday and vacation pay. Therefore, distinguishing between those Producers who pay on a weekly basis and those who pay on an end-of-year basis cannot be determined by practice alone (as is contemplated by Article 27(f)(1) and (2) and Article 28(f)(10)(i) and (ii)).

John Ford

Timing of Vacation and Holiday Pay

As of May 16, 2002; Re-executed as of May 16, 2006; Re-executed as of May 16, 2009; Re-executed as of May 16, 2012; Revised as of May 16, 2015

Page 2

The parties to this Agreement do not wish to preclude those signatory Producers who have heretofore paid on a weekly basis from paying on an end-of-year basis. Therefore, any Producer listed in Exhibit "A" of this Agreement may make an annual election, on a production-by-production basis, to pay vacation and holiday pay during the term of this Agreement on either a weekly or end-of-year basis.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52



John Ford
President



Date: 2/6/16

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 3

As of October 1, 2006

Revised as of May 16, 2009

Revised as of May 16, 2012

Revised as of May 16, 2015

Revised as of May 16, 2018

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
19-02 Steinway Street
Astoria, New York 11105

Re: Special Conditions for (1) One-Half Hour Single Camera Dramatic Television Series, the Production of Which Commences On or After October 1, 2006; (2) One-Half Hour Single Camera Dramatic Pilots and Television Series Made for Basic Cable or The CW in Connecticut, Delaware or Pennsylvania, the Production of Which Commences On or After May 16, 2015; and (3) Non-Dramatic Series of Any Length, the Production of Which Commences On or After October 1, 2006

Dear John:

This will memorialize the agreement reached in the 2006 negotiations and confirmed in the 2009, 2012, 2015 and 2018 negotiations to apply the following special conditions to pre-production and production of the following digitally-recorded motion pictures which are committed to be produced within the geographic jurisdiction of the Local #52 Feature and Television Production Contract:

(1) One-half hour single camera dramatic series, the production of which commences on or after October 1, 2006;

(2) One-half hour single camera dramatic pilots and television series made for basic cable or The CW, the production of which commences on or after May 16, 2015 in Connecticut, Delaware or Pennsylvania (except in the city of Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh); and

(3) Non-dramatic television series of any length, the production of which commences on or after October 1, 2006.

a. Wages

i. One-Half Hour Single Camera Dramatic Series

(A) Prime Time Series – Except as provided in (C) below, for the first two production seasons of any one-half hour single camera prime time dramatic television series, the production of which commences on or after October 1, 2006, the wage rates set forth in the Local #52 Feature and Television Production Contract for the period immediately preceding the period in question shall apply (*e.g.*, during the period September 30, 2018 through September 28, 2019, the wage rates for the period May 16, 2018 to September 29, 2018 shall apply); thereafter, the wage rates in the Local #52 Feature and Television Production Contract for the period in question shall apply.

(B) Non-Prime Time Series – Except as provided in (C) below, for the first two (2) production seasons of any one-half hour single camera non-prime time dramatic series, the production of which commences on or after October 1, 2006, the wage rates set forth in the Local #52 Supplemental Digital Production Agreement (“Digital Agreement”) for the period immediately preceding the period in question shall apply (*e.g.*, during the period September 30, 2018 to September 28, 2019, the wage rates for the period May 16, 2018 to September 29, 2018 shall apply); thereafter, the wage rates in the Digital Agreement for the period in question shall apply.

(C) Pilots and Series Made for Basic Cable or The CW, the Production of Which Commences on or After May 16, 2015 in Connecticut, Delaware or Pennsylvania Only – For employees employed in Connecticut, Delaware or Pennsylvania (except in the city of

Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh) on the pilot and first production season of any one-half hour single camera dramatic series made for basic cable or The CW, the production of which commences on or after May 16, 2015, the wage rates shall be as provided in Section 26(a)(3) of the Local #52 Feature and Television Production Contract (or Section 26(d) for weekly employees), reduced by ten percent (10%). For the second and third production seasons of any such series, the wage rates for the period immediately preceding the period in question shall apply (*e.g.*, during the period September 30, 2018 through September 28, 2019, the wage rates for the period May 16, 2018 to September 29, 2018 shall apply); thereafter, the wage rates in Section 26(a)(3) of the Local #52 Feature and Television Production Contract (or Section 26(d) for weekly employees) for the period in question shall apply.

ii. Non-Dramatic Series – For the first two (2) production seasons of any non-dramatic series, the wage rates set forth in the Digital Agreement for the period immediately preceding the period in question shall apply (*e.g.*, during the period September 30, 2018 to September 28, 2019 the wage rates for the period May 16, 2018 to September 29, 2018 shall apply); thereafter, the wage rates in the Digital Agreement for the period in question shall apply.

b. Vacation - No vacation pay shall be payable for a pilot and the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the vacation provisions in the Digital Agreement shall apply.

c. Holidays Not Worked

i. Except as provided in ii. below, no unworked holiday pay shall be payable for a pilot and the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the unworked holiday provisions in the Digital Agreement shall apply.

ii. For employees employed in Connecticut, Delaware or Pennsylvania (except in the city of Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh) on

any one-half hour single camera dramatic series made for basic cable or The CW, the production of which commences on or after May 16, 2015, no unworked holiday pay will be payable for a pilot and the first and second years of such series; in the third year of such series, unworked holiday pay will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the unworked holiday provisions in the Digital Agreement shall apply.

d. Holidays Worked – Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.

e. Overtime – Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in the Digital Agreement; golden hours shall be paid for each hour worked after twelve (12) work hours.

f. Interchange – Producer may interchange employees as provided in the Digital Agreement.

g. Prime Time Series – As to any prime time series covered by this Sideletter, in lieu of Article 24 of this Agreement, Section 4, “Rest Period,” of the Feature and Television Production Contract will apply to employees working within New York or New Jersey, and Section 32, “Rest Period,” of the Feature and Television Production Contract will apply to employees working within Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract.

It is agreed that if the Producer discontinues production within the geographic jurisdiction of the Local #52 Feature and Television Production Contract of any dramatic series covered under this sideletter and commences production of said dramatic series outside the geographic jurisdiction of the Local #52 Feature and Television Production Contract, or if Producer discontinues production in the United States of any non-dramatic series covered under this sideletter and commences production of said non-dramatic series outside the United States, then the Producer shall be responsible for adjusting the wages of all employees who were heretofore employed on the series under the terms and conditions of this sideletter to the otherwise applicable wage rates in the Feature and Television Production Contract,

or the Digital Agreement, as applicable, and such employees will be paid the full holiday and vacation percentage benefit, retroactive to the first day of each employee's employment on the series.

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52



John Ford
President

Date: 10/14/19

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
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Sideletter No. 4

As of August 1, 2009

Revised as of May 16, 2012

Revised as of May 16, 2015

Revised as of May 16, 2018

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
19-02 Steinway Street
Astoria, New York 11105

Re: Productions Made for New Media

Dear John:

This letter serves to memorialize the agreement of the parties that the Sideletter re Productions Made for New Media in the 2018 Motion Picture Studio Mechanics, Local #52, Feature and Television Production Contract with Major Producers (hereinafter the “Theatrical and Television Sideletter re New Media Productions”) is applicable to digital electronic recordings of entertainment motion pictures of the type traditionally covered under the Motion Picture Studio Mechanics, Local #52, Supplemental Digital Production Agreement that are made for the Internet, mobile devices or any other new media platform in existence as of May 16, 2009, with the following modifications:

1. A production made for New Media under the Local #52 Digital Agreement that is based on an existing non-dramatic entertainment television motion picture shall not be considered a “Derivative New Media Production” and, therefore, Paragraphs C. and F. of the Theatrical and Television Sideletter re New Media Productions are inapplicable to that production.

2. The reference in the first paragraph of Paragraph E.(1) of the Theatrical and Television Sideletter re New Media Productions, "*Union Security*," to "at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this sideletter" shall include workdays on New Media Productions covered under the Local #52 Digital Agreement.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52

 Date: 10/14/19

John Ford
President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 5

As of February 15, 2013

Re-issued as of May 16, 2015

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
326 W. 48th Street
New York, New York 10036

Re: Work Performed Outside the United States and its Territories

Dear John:

This sideletter confirms the understanding reached during the 2012 negotiations that should an Employer elect to employ a person within the geographic jurisdiction of Local #52 to perform work outside the limits of the United States and its territories in any of the job classifications covered hereunder, in the production of motion pictures, the provisions of this Agreement do not apply to such employment, except that the Employer shall pay pension and health contributions pursuant to this Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective pension and health plans (*i.e.*, the Motion Picture Industry Pension and Health Plans and the IATSE National Pension and Health and Welfare Funds) to amend the applicable Trust Agreements, if required, to allow such contributions.

John Ford
As of February 15, 2013;
Re-issued as of May 16, 2015
Page 2

If the foregoing comports with your understanding of our agreement,
please so indicate by executing the sideletter in the space reserved for
your signature.



Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52



Date: 2/6/16

John Ford
President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 6

As of May 16, 2018

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
19-02 Steinway Street
Astoria, New York 11105

Re: Cancellation of Call – Sixth/Seventh Day Premiums

Dear John:

During the 2018 negotiations, the Employers made and withdrew a proposal to add language to the 2018 Local #52 Feature and Television Production Contract and to the 2018 Local #52 Supplemental Digital Production Agreement stating that “a cancelled ‘weather-permitting’ call shall not be considered a day worked.”

The parties agree that such withdrawal is without prejudice to the Employers’ position that sixth or seventh day premiums are not due when an Employer cancels a call and reschedules work on a regularly-scheduled day off within the same workweek, and the employee does not actually work six or seven days within that workweek. The parties further agree that the Employers’ submission to the Union of any proposal during the 2018 negotiations containing the language quoted above shall not be considered part of the bargaining record and shall not be offered or admitted into evidence in any proceeding to demonstrate that a premium is due in those circumstances.

John Ford
As of May 16, 2018
Page 2

In agreeing to the foregoing, Local #52 expressly reserves its position that a sixth or seventh day premium is due when the Employer cancels a call and reschedules work on a regularly-scheduled day off within the same workweek.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,
I.A.T.S.E. & M.P.T.A.A.C.**



John Ford
President

Date: 10/14/19