

**2025 MEMORANDUM OF AGREEMENT BETWEEN  
THE SCREEN ACTORS GUILD-AMERICAN FEDERATION  
OF TELEVISION AND RADIO ARTISTS AND  
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS  
FOR THE PRODUCER – SAG-AFTRA INTIMACY COORDINATOR AGREEMENT**

This Memorandum of Agreement is entered into between the Screen Actors Guild–American Federation of Television and Radio Artists (hereinafter referred to as “SAG–AFTRA” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “the Alliance” or “the AMPTP”), on behalf of the Producers listed on Exhibit 1 hereto (each hereinafter respectively referred to as “the Producer” and collectively referred to as “the Producers”), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. Conforming changes shall be made to contract language as necessary.

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

**1. EFFECTIVE DATE AND TERM**

*Add a Section ("Effective Date and Term") to the Agreement as follows:*

A. All terms and conditions of the Producer – SAG-AFTRA Intimacy Coordinator Agreement (the "Agreement" or the "Intimacy Coordinator Agreement") will become effective *[the first Sunday 60 days following the business day on which the AMPTP receives notice of ratification of the Agreement]*.

B. The Agreement will apply to scripted dramatic theatrical motion pictures and one-time scripted dramatic television and made for new media motion pictures for which principal photography commences on or after *[the first Sunday 60 days following the business day on which the AMPTP receives notice of ratification of the Agreement]*. The Agreement will apply to new seasons of scripted dramatic episodic series, except serials, and new scripted dramatic multi-part closed-end series for which the first episode or first part commences principal photography on or after *[the first Sunday 60 days following the business day on which the AMPTP receives notice of ratification of the Agreement]*. With respect to scripted dramatic productions made for new media, if any such production would not be considered High Budget SVOD or High Budget AVOD under the then-current Producer – SAG-AFTRA Codified Basic Agreement ("CBA") or Producer – SAG-AFTRA Television Agreement ("TVA"), then the terms and conditions of employment, other than pension and health contributions, on such production shall be subject to individual negotiation between the Intimacy Coordinator and the Producer.

On or after the effective date of the Agreement described in subsection A. above, nothing shall prohibit a Producer from applying the pension and health contributions outlined in

Section \_\_ ("Pension and Health Plans") below sooner than reflected in subsection B. above (e.g., on new episodes of existing seasons).

C. The Agreement will terminate on the same date as the successor agreements to the 2023 CBA and 2023 TVA but will continue thereafter until terminated by either party on at least sixty (60) days' written notice.

## 2. SCOPE

*Add a Section ("Scope of Agreement") to the Agreement as follows:*

A. The Agreement covers all Intimacy Coordinators working on scripted dramatic programming, except serials, who are employed by one or more of the Employers that are represented by the Alliance of Motion Picture and Television Producers ("AMPTP") for purposes of collective bargaining and included on Exhibit 1, all of which constitute a multi-employer bargaining unit. All other employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act are excluded.

B. The Agreement applies to all Intimacy Coordinators hired by a Producer to perform work in the United States and its territories and to all Intimacy Coordinators hired by a Producer in the United States or its territories to perform work outside the limits of the United States and its territories.

C. In the event the Producer employs an Intimacy Coordinator in the United States and its territories to perform work outside the limits of the United States and its territories, the Intimacy Coordinator shall be entitled to the minimum compensation as set forth in subsection A. of Section \_\_ ("Minimum Compensation") below and pension and health contributions as outlined in Section \_\_ ("Pension and Health Plans") below; all other terms and conditions of employment shall be individually negotiable between the Producer and the Intimacy Coordinator.

## 3. DUTIES

a. *Add a Section ("Duties") to the Agreement as follows:*

"Intimacy Coordinators" are defined as persons primarily rendering services consisting of intimacy coordination, subject to the direction and control of the Producer, in connection with scenes involving nudity or simulated sex acts or in connection with other scenes as assigned by the Producer.

b. *The AMPTP shall issue the following bulletin to appropriate production personnel:*

"During the 2025 negotiations for the Producer – SAG-AFTRA Intimacy Coordinator Agreement (the "Agreement"), the parties discussed certain practices that have developed with respect to the employment of Intimacy Coordinators. The parties recognized that the utilization of the Intimacy Coordinator classification is still developing and evolving, and practices and needs may vary

from Producer to Producer and from production to production. Accordingly, the parties agreed to list certain practices in this bulletin for consideration by Producers when developing their processes with respect to the employment of Intimacy Coordinators.

- "● The Producer should consider its need for Intimacy Coordinators at the time that production is crewing up.
- "● Intimacy Coordinators should be added to the general distribution list for production documents (*e.g.*, call sheets) appropriate for them to perform their duties.
- "● As appropriate, the Producer will provide Intimacy Coordinators with access to:
  - "○ rehearsals and meetings relating to scenes involving nudity or simulated sex acts, as determined by Producer; and
  - "○ appropriate individuals in all relevant departments (*e.g.*, the directorial team, performers, wardrobe) as needed to perform their duties.
- "● The Intimacy Coordinator should confer with the line producer regarding the availability of space for confidential conversations, when practicable.
- "● If requested by the Producer, the Intimacy Coordinator will supply production with a written script breakdown and recommendations for any scenes involving nudity or simulated sex acts. Producer will confirm the scenes on which the Intimacy Coordinator is engaged to render services. If the Intimacy Coordinator believes that the Intimacy Coordinator's services should be engaged on any additional scenes, the Intimacy Coordinator may discuss that with the Producer.
- "● The Intimacy Coordinator may discuss with the First Assistant Director any concerns regarding the closed set protocols.
- "● If a Producer elects to engage additional Intimacy Coordinators, the Producer may consider suggestions from the Intimacy Coordinator regarding the hiring of additional Intimacy Coordinators.
- "● Intimacy Coordinators should receive adequate rest periods, with particular attention given when the Intimacy Coordinator is working on more than one unit.

"The foregoing shall also apply to scenes other than those involving nudity or simulated sex acts, when the Producer has engaged the Intimacy Coordinator to work on such other scenes."

#### 4. ACCESS

*Add a Section ("Access") to the Agreement as follows:*

A. Producer will provide Intimacy Coordinators with:

- (1) applicable studio guidelines regarding scenes involving nudity and simulated sex acts;
- (2) final, agreed-upon nudity/simulated sex riders;
- (3) if present during filming, visual access to scenes involving nudity and simulated sex acts or other scenes to which they are assigned by Producer as reasonably necessary to perform their duties.

B. Intimacy Coordinators should be considered persons essential to the filming or rehearsal of scene(s) involving nudity or simulated sex acts under Section 43.D.(1) of the then-current CBA and Section 17 of Schedules X-I and X-II of the then-current CBA, when Intimacy Coordinators are present on such days.

#### 5. MINIMUM COMPENSATION

*Add a Section ("Minimum Compensation") to the Agreement as follows:*

A. The minimum rate for an Intimacy Coordinator shall be as follows:

Daily	\$1,175.00 per 8-hour day
Weekly	\$4,113.00 per 40-hour week

During the term of the 2025 Intimacy Coordinator Agreement, the foregoing rates will increase by the same percentage as the general wage increases in the successor agreement to the 2023 CBA on the Sunday closest to the anniversary date of the Intimacy Coordinator Agreement in each year of the Intimacy Coordinator Agreement after the first (*i.e.*, the first year general wage increase in the 2026 CBA will apply to the Intimacy Coordinator Agreement on the Sunday closest to the first anniversary date of the Intimacy Coordinator Agreement, and the same shall be true in subsequent contract years). Those general wage increases will be compounded.

B. Overtime will be paid at one and one-half times (1.5x) the Intimacy Coordinator's hourly rate for all time worked after eight (8) hours worked in a workday or forty (40) hours worked in a workweek. Overtime will be paid at double (2x) the Intimacy Coordinator's hourly rate for all time worked after twelve (12) hours worked in a workday or sixty (60) hours worked in a workweek unless the Intimacy Coordinator is engaged at a rate that is at least two times (2x) the minimum scale rate, in which case all overtime will be paid at time and one-half (1.5x). Overtime will be paid in one-tenth (1/10<sup>th</sup>) hour increments.

C. An Intimacy Coordinator will be paid two times (2x) their hourly rate for all time worked at Producer's request on the following holidays: New Year's Day, Martin Luther King

Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

D. There shall be no compounding of overtime, holiday or other premium pay.

E. The following applies to the change or cancellation of a call of an Intimacy Coordinator hired on a daily basis who is required by the Producer to physically go to set for shooting or rehearsal.

An Intimacy Coordinator's call may be canceled without payment by 12:00 p.m. on the day prior to their call. If a call is canceled after 12:00 p.m., the Intimacy Coordinator shall be paid their guarantee for that day.

An Intimacy Coordinator's call may be changed to a different date without payment. However, if the change is made after 12:00 p.m. on the day prior to their call, it is subject to their professional availability on the new date. If the Intimacy Coordinator is not so available, the Intimacy Coordinator shall be paid their guarantee for that day.

No payment is due for a change or cancellation of a call if the Intimacy Coordinator is hired after 12:00 p.m. on the day prior to their call or if production is halted due to an event of force majeure (including but not limited to fire, accident, strike, riot, pandemic, act of God, or the public enemy, or by any executive or judicial order or by reason of the illness of any member of the cast or of the director).

## 6. **WORK PERIOD**

*Add a Section ("Work Period") to the Agreement as follows:*

A. An Intimacy Coordinator hired on a daily basis shall be guaranteed one (1) workday of eight (8) hours. Any workdays on which an Intimacy Coordinator is required by the Producer to physically go to set for shooting or rehearsal shall be subject to a guaranteed minimum of eight (8) hours.

B. For daily hire employees, any additional work, including preparatory work, performed on a day other than a workday as referenced in subsection A. above, which is authorized in advance by the Producer, is work time and separately compensable at the Intimacy Coordinator's negotiated rate for such work.

C. The following examples demonstrate the operation of subsections A. and B. above:

(1) **Example 1:** An Intimacy Coordinator who is hired on a daily basis to work on two (2) scenes that will appear in two (2) episodes of a series is required by Producer to perform the following work: four (4) hours of preparatory work on Tuesday; six (6) hours of shooting work on Wednesday; and three (3) hours of shooting work on Thursday.

The four (4) hours of preparatory work on Tuesday is work time and separately compensable at the Intimacy Coordinator's negotiated rate for such work. The

Producer and the Intimacy Coordinator may negotiate the work period for such preparatory work.

The Intimacy Coordinator is guaranteed one (1) eight (8) hour workday. The Producer designates the Wednesday shooting day as that one (1) guaranteed day, so the Intimacy Coordinator receives eight (8) hours of pay at the applicable rate for Wednesday.

On Thursday, the Intimacy Coordinator is scheduled to come to set for shooting, so the Intimacy Coordinator is guaranteed eight (8) hours of pay at the applicable rate.

(2) **Example 2:** An Intimacy Coordinator who is hired on a daily basis to work on two (2) scenes that will appear in two (2) episodes of a series is required by Producer to perform the following work: three (3) hours of preparatory work on Tuesday; and four (4) hours of preparatory work and four (4) hours of shooting work on Wednesday.

The three (3) hours of preparatory work on Tuesday is work time and separately compensable at the Intimacy Coordinator's negotiated rate for such work. The Producer and the Intimacy Coordinator may negotiate the work period for such preparatory work.

The Intimacy Coordinator is guaranteed one (1) eight (8) hour workday. The Producer designates Wednesday as that one (1) guaranteed day, so the Intimacy Coordinator receives eight (8) hours of pay at the applicable rate for Wednesday.

D. An Intimacy Coordinator hired on a weekly basis shall be guaranteed one (1) full week of employment of forty (40) hours consisting of any five (5) days out of seven (7) consecutive days, as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

E. For weekly hire employees, any additional work, including preparatory work, performed before or after the one (1) full week of employment referenced in subsection D. above, which is authorized in advance by the Producer, is work time. Any preparatory work taking place outside of the week of engagement shall be separately compensable at the Intimacy Coordinator's negotiated rate for such work. Any workdays on which an Intimacy Coordinator is required by the Producer to physically go to set for shooting or rehearsal shall be subject to a guaranteed minimum of eight (8) hours.

F. The following example demonstrates the operation of subsections D. and E. above:

(1) **Example 3:** An Intimacy Coordinator who is hired on a weekly basis to work on two scenes that will appear in two episodes of a series is required to perform the following work: four (4) hours of preparatory work on Thursday of Week 1; thirty (30) hours of preparatory work, rehearsals and shooting in Week 2; and three (3) hours of shooting work on Monday of Week 3.

The four (4) hours of preparatory work on Thursday of Week 1 is work time and separately compensable at the Intimacy Coordinator's negotiated rate for such work.

The Producer and the Intimacy Coordinator may negotiate the work period for such preparatory work.

Week 2 is designated as the Intimacy Coordinator's one (1) guaranteed full week of employment. The Intimacy Coordinator receives forty (40) hours of pay at the applicable rate for that week.

On Monday of Week 3, the Intimacy Coordinator is scheduled to come to set for shooting, so the Intimacy Coordinator is guaranteed eight (8) hours of pay at the applicable rate.

G. The Intimacy Coordinator's compensation covers all work for the Producer during the Intimacy Coordinator's engagement, regardless of the number of motion pictures, episodes, or parts on which the Intimacy Coordinator works during that engagement.

## **7. BENEFIT PLAN CONTRIBUTIONS**

*Add a Section ("Pension and Health Plans") to the Agreement as follows:*

Intimacy Coordinators will receive pension and health contributions on their behalf at the same rates and subject to the same caps as under Section 34 of the then-current CBA or Section 22 of the then-current TVA, including Sideletter K thereto.

The bargaining parties agree to recommend to the Trustees of the Producer-Screen Actors Guild Pension Plan and the AFTRA Retirement Fund that they revise the Trust Agreements of those Plans to permit Intimacy Coordinators to participate in those Plans on the foregoing basis.

## **8. MEAL PERIODS**

*Add a Section ("Meal Periods") to the Agreement as follows:*

Allowable meal periods do not count as work time for any purpose. A meal period will not be less than one-half hour in length nor more than one (1) hour in length. The Intimacy Coordinator's first meal period will commence within six hours following the time of the Intimacy Coordinator's first call for the day; succeeding meal periods, if any, will commence within six hours after the end of the preceding meal period. There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty, provided that the six (6) hour period between meals has not been extended as permitted by the following sentence. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography.

If an Intimacy Coordinator is given a non-deductible meal appropriate to the time of day of fifteen (15) minutes in duration within two (2) hours of the Intimacy Coordinator's call time, during which the Intimacy Coordinator is freed of all activity, the first deductible meal period shall commence within six (6) hours of the end of such non-deductible meal. A notation indicating the start and finish time of that meal shall be made on the production report.

Intimacy Coordinators are responsible for taking proper meal periods. Payment for a meal period violation when an Intimacy Coordinator is physically present at the studio or on location for a rehearsal or shooting day and is instructed by the Producer to delay a meal period beyond the specified period described in this Section \_\_ ("Meal Periods") shall be \$25.00 per one-half hour or fraction thereof.

## 9. **ON SCREEN CREDIT**

a. *Add a new Section ("On Screen Credit") to the Agreement as follows:*

If a Producer elects to accord on screen credit to an Intimacy Coordinator covered under the Agreement, such credit shall be in the form of "Intimacy Coordinator." Inadvertent failure to accord credit in this form shall not be subject to grievance and arbitration.

b. *The AMPTP agrees to issue the following letter to SAG-AFTRA:*

“During the 2025 negotiations for the Producer – SAG-AFTRA Intimacy Coordinators Agreement (the "Agreement"), the Union discussed the importance to the advancement of Intimacy Coordinators' careers of accurate credits appearing on the IMDb website, which is commonly used by producers for the purpose of verifying an Intimacy Coordinator's previous work experience. This will confirm that the Producers agreed to make reasonable efforts to assist an Intimacy Coordinator whom it employed on a motion picture who is unable to obtain from other sources the corroborating information needed to correct or add a credit on IMDb.”

## 10. **TRAVEL**

*Add a section ("Travel") to the Agreement as follows:*

### A. Overnight Location Definition

The term "overnight location," as used in this Agreement, shall mean any location where the Producer requires the Intimacy Coordinator to remain away from the Intimacy Coordinator's residence and be lodged overnight. It is understood that the Producer's offer of courtesy housing to an Intimacy Coordinator does not convert a location into an overnight location. Los Angeles and its environs are not considered to be "overnight locations."

### B. Transportation to/from Overnight Location or Los Angeles and its Environs

(1) Transportation shall be provided: (i) to and from an overnight location or Los Angeles and its environs (if the Intimacy Coordinator does not have a residence in Los Angeles or its environs) at the beginning and end of the Intimacy Coordinator's employment; and (ii) to and from an overnight location or Los Angeles and its environs (if the Intimacy Coordinator does not have a residence in Los Angeles or its environs) during the employment of any Intimacy Coordinator.



Producer shall not be required to provide transportation to an overnight location or Los Angeles and its environs when the Intimacy Coordinator is already at the overnight location or Los Angeles and its environs as applicable.

(2) Manner of Transportation

(i) Air Travel

Business class transportation shall be provided on commercial airlines when the Intimacy Coordinator is required to fly at the request of the Producer, except that coach class air travel shall be permissible in the following circumstances: (a) for flights that are less than 1,000 air miles when the flight is non-stop from the departure point to the final destination; (b) for non-stop flights between Los Angeles and Vancouver; (c) if a substantial number of the company is being transported; (d) if six or more members of the cast and/or crew travel together in the same class on the same flight; or (e) for interviews. The foregoing shall apply to jet flights as well as to prop-driven aircraft. Charter flights may be used which provide substantially equivalent accommodations.

When the Producer requires the Intimacy Coordinators to travel by coach class, Producer shall provide elevated coach class travel (e.g., Economy Plus, Extended Leg Room, etc.) when available. Intimacy Coordinators who travel by coach class shall be reimbursed by Producer for baggage fees and costs of in-flight meals, provided that the Intimacy Coordinator submits to the Producer a request for reimbursement with appropriate receipts within thirty (30) days after the flight. For coach class travel on flights outside North America, Producer agrees to provide the Intimacy Coordinator with access to an airport lounge and priority boarding, if available.

If business class transportation is not available and coach class travel is not permissible as described above, then the Producer shall provide first class transportation to the Intimacy Coordinator.

An Intimacy Coordinator may elect to travel on a lower class of transportation than is required under this subsection (i) in an effort to reduce carbon emissions and promote sustainability.

(ii) Travel Other Than by Air

Reasonable transportation shall be provided for travel other than by air.

C. Payment for Travel Time

(1) Travel at the Commencement of and End of Intimacy Coordinator's Employment When Intimacy Coordinator is Not Otherwise Paid for the Day

Whenever an Intimacy Coordinator is required by the Producer at the commencement of or end of the Intimacy Coordinator's employment to travel to or from an overnight location on a day and the Intimacy Coordinator is not otherwise paid for the day, the

time spent so traveling shall not be work time; instead, Producer shall pay the Intimacy Coordinator a travel allowance of \$500.00 per day (no fringe) for the day of travel and thereafter in the case of travel at the commencement of the Intimacy Coordinator's engagement, an idle day allowance of \$100.00 per day (no fringe), for up to two (2) days after the travel day, at which time their salary shall commence. No separate per diem shall be required on a day on which a travel or idle day allowance is paid. An Intimacy Coordinator who travels earlier than required by the Producer shall not be entitled to any travel or idle day allowance. No travel or idle day allowance is owed when an Intimacy Coordinator travels to or from an interview.

(2) Travel on a Work Day

On a day during which the Intimacy Coordinator, at the request of the Producer, travels to or from an overnight location and also renders services that constitute work time, all time spent in traveling up to a maximum of eight (8) hours in any twenty-four (24) hour period shall be paid as work time, subject to deduction for any meal periods. Overtime caused by such travel shall be compensated at time and one-half in all cases.

(3) Travel During the Intimacy Coordinator's employment to or from Overnight Location

All time spent by an Intimacy Coordinator in traveling to or from an overnight location on a day during the Intimacy Coordinator's employment (and not at the commencement or end of the Intimacy Coordinator's employment) shall be paid as work time, subject to deduction for any meal periods, up to a maximum of eight (8) hours in any twenty-four (24) hour period.

(4) Travel to or from Los Angeles When Engaged or Required to Perform Services in Los Angeles or Its Environs

Whenever an Intimacy Coordinator is engaged in or required to perform services in Los Angeles or its environs, the time spent traveling to or from Los Angeles is not work time, and no travel allowance or any other payment is owed.

D. Set-to-Set Basis

An Intimacy Coordinator shall be treated on a "set-to-set" basis for purposes of calculating the Intimacy Coordinator's work time, overtime and for all other purposes.

E. Lodging, Per Diem After Salary Commences and Transportation to/from Set While on Overnight Location

Producer shall furnish the Intimacy Coordinator with lodging, per diem after salary commences and transportation between lodging and the set while the Intimacy Coordinator is on overnight location. Separate rooms shall be provided to Intimacy Coordinators transported to overnight locations unless separate rooms are not available. In the event Producer believes that separate rooms will not be available at a particular location, Producer will notify the Union and the Intimacy Coordinator prior to departure, with reasonable time for each to investigate to determine whether the foregoing requirement can be complied with by Producer.

Lodging, per diem after salary commences and transportation to and from the set are never required when employed in Los Angeles and its environs.

F. Use of Personal Vehicle

The Intimacy Coordinator shall be entitled to reimbursement for mileage at a rate of thirty cents (\$0.30) per mile if required by the Producer to use the Intimacy Coordinator's personal vehicle to conduct business during the workday (and not for commuting purposes). It is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required.

G. Intervening Weekdays on Overnight Location

Except as provided in subsection C.(1) above regarding idle day allowances, Intimacy Coordinators shall be paid for intervening weekdays between workdays when held away from home at an overnight location by Producer.

H. Per Diem

All Intimacy Coordinators shall be entitled to a basic *per diem* allowance for meals on overnight locations, which shall be as follows:

Breakfast	\$16
Lunch	\$22
Dinner	\$37
TOTAL	\$75

The Producer shall have the right to deduct from the per diem the appropriate amount for each such meal furnished.

11. **BETTER CONDITIONS**

*Add a Section ("Better Terms and Conditions") to the Agreement as follows:*

Any Intimacy Coordinator may negotiate for better terms and conditions than the minimums set forth in this Agreement, in which case the more favorable terms in the Intimacy Coordinator's individual agreement will control.

Nothing contained in this Agreement shall affect or be construed to deprive any employee of any more favorable terms and conditions of employment contained in an individual employment contract with the Producer in effect on the effective date of this Agreement.

12. **MANAGEMENT RIGHTS CLAUSE**

*Add a Section ("Management Rights") to the Agreement as follows:*

Except as otherwise expressly provided and only to the extent expressly and specifically limited by the provisions of this Agreement, the Producer retains all rights, powers, privileges,

authority, responsibilities, and functions of management, including but not limited to the right of staffing and assignment, and the right to establish or modify any policies and procedures, which the Intimacy Coordinators shall observe.

### 13. NO STRIKE CLAUSE

*Add a Section ("No Strikes") to the Agreement as follows:*

SAG-AFTRA agrees that during the term of this Agreement, it will not call for or engage in a strike, including a sympathy strike, picketing, boycott, or other interference of work affecting motion picture and television production against any Producer signatory hereto.

SAG-AFTRA agrees that it will take such affirmative action as may be necessary and lawful to require its members to perform their respective obligations under the provisions of this Section \_\_ ("No Strikes").

Disputes involving a violation of this no-strike provision may be submitted to an expedited arbitration hearing within twenty-four (24) hours after the other party receives the demand for expedited arbitration. Absent agreement by the parties to an arbitrator, the arbitrator will be the first available for hearing selected from the following panel:

Melissa Biren  
Mark Burstein  
Douglas Collins  
Howard Edelman  
Juan Carlos Gonzalez  
Joel Grossman  
Fred Horowitz  
Joan Parker  
Kenneth Perea  
Michael Prihar  
Martin Scheinman  
Gail Migdal Title  
Carol Wittenberg

The hearing will be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. There will be no post-hearing briefs.

If, after the expiration or other termination of the effective term of this Agreement, the Union shall call a strike against any Producer, then each contract of employment for persons covered by this Agreement with such Producer shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such person shall incur no liability for breach of that person's respective contract by respecting such strike call, provided such person shall promptly, upon the termination of such strike, and on the demand of the Producer, perform as hereinafter in this Section provided, and the Intimacy Coordinator shall be deemed to have agreed as follows:

A. That as to any motion picture which is in production at the time any such strike is commenced, if the Intimacy Coordinator has a contract to do such motion picture, or is under a contract which permits the Intimacy Coordinator to be assigned to act in such motion picture and has been so assigned, the Intimacy Coordinator will, after the termination of such strike and upon the request of the Producer, report to the Producer and perform services at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike;

B. That the Intimacy Coordinator will immediately, after the termination of such strike and upon the request of the Producer, execute a new contract on the same terms and conditions and at the same salary as provided in the contract which was in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including options, equivalent to the unexpired term of the contract which was in effect when such strike was commenced;

C. That the Intimacy Coordinator will, in lieu of B., after the termination of such strike, at the option of the Producer, and upon its demand, execute an agreement in writing with the Producer extending the term or period of such personal service contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

If the Intimacy Coordinator shall fail to perform the foregoing, or if the Intimacy Coordinator shall fail actually to finish the services in the motion picture mentioned in subsection A., as provided in subsection A. (except by reason of death, physical disability or default by the Producer), then the waiver of liability by the Producer heretofore given shall be null and void.

The Intimacy Coordinator further agrees that the statute of limitations as a defense to any action by the Producer against the Intimacy Coordinator for failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the Intimacy Coordinator asserts any claim or defense by reason of the expiration of time during which the Intimacy Coordinator can be required to perform services by virtue of any statute (such as the seven (7) year statute), which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Producer is ineffective thereupon, and the statute of limitations as to the Producer's rights is waived by the Intimacy Coordinator automatically.

The provisions of this Section \_\_ ("No Strikes") shall be deemed included in all contracts between Intimacy Coordinators and Producer which are now in effect and all such contracts which shall be entered into during the effective term of this collective bargaining agreement.

#### Limitation on Liability

The Union is a corporation. Nothing in this Section shall enlarge the liability of its officers, directors, agents and members, this Section being an additional limitation thereon. The Union will not be held liable for unauthorized acts of its officers, directors, agents or members; neither the Union, nor its officers, directors, agents or members not participating in the actions hereinafter mentioned shall be liable for any strike, slowdown or work stoppage, unless the same be authorized by the Union in accordance with its by-laws, but the foregoing exemption of this sentence shall not apply unless the Union, upon request from the Producer affected thereby, shall

proclaim promptly and publicly that such strike, slowdown or work stoppage is unauthorized and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Producer affected, with disciplinary proceedings in accordance with its by-laws against the participants in such unauthorized action.

#### **14. PRODUCER REQUIRED TRAINING**

*Add a Section ("Producer Required Training") to the Agreement as follows:*

Producer may require participation in harassment prevention training, child abuse and neglect training, and such other training as it determines is appropriate in its sole discretion. Producer will pay a stipend of twenty dollars (\$20.00) for each hour the Intimacy Coordinator attends such training outside of employment.

#### **15. REIMBURSEMENTS**

*Add a Section ("Equipment Reimbursements") to the Agreement as follows:*

For each day the Intimacy Coordinator is required by the Producer to furnish their own equipment, the Producer shall pay a negotiated sum as an equipment allowance which shall be stated in the Intimacy Coordinator's deal memo or personal services agreement. Alternatively, at Producer's election, Intimacy Coordinators may submit for expense reimbursement in accordance with the Producer's policy for such reimbursements.

#### **16. NON-COVERED SERVICES**

*Add a Section ("Non-Covered Services") to the Agreement as follows:*

Engagement of an Intimacy Coordinator under the SAG-AFTRA Intimacy Coordinator Agreement shall not include any services not covered by this Agreement. The Producer and Intimacy Coordinator may bargain separately for such non-covered services.

#### **17. UNION SECURITY**

*Add a Section ("Union Security") to the Agreement as follows:*

A. The Producers agree that every employee subject to this Agreement hired by a Producer to perform services in the Union's jurisdiction shall become and remain a member in good standing of the Union, as permitted by law. Employees may not be required to become a member in good standing until thirty (30) days following their first day of employment under this Agreement that occurs after the effective date of this Agreement. The term "member in good standing" means a person who offers to pay (and, if the Union accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

B. If the Union asserts that any employee is not a member in good standing as above required, the Union shall send to the Producer a written notice together with evidence (1) that the Union has previously provided written notice to the Employee of the alleged deficiency, and (2)

sufficient facts to permit the Producer to evaluate whether the employee is in compliance with the above obligation. Within three business days following receipt of such written notice, the Producer shall discharge such employee, provided that such employee has failed to remedy such default.

C. Each Producer shall give the Union full opportunity to check performance by such Producer of its agreement under this Section \_\_ ("Union Security") including access to sets, but the Union's checking shall be done in such a manner as not to interfere with production. The Union agrees that it will accept as a member of the Union any Intimacy Coordinator the Producer wishes to employ, but the Union may refuse such admission or, if it sees fit, admit on terms, Intimacy Coordinators suspended or expelled by the Union or by any branch of the Associated Actors and Artistes of America or by any other Intimacy Coordinators' union. Nothing herein shall limit the right of the Union to discipline, suspend or expel a member or to refuse to re-admit them. Subject to the qualifications hereinafter set forth, the Producer agrees that in every future contract it enters into with an Intimacy Coordinator, the Intimacy Coordinator shall be deemed to agree that the Intimacy Coordinator shall be a member of the Union in good standing and shall remain so for the duration of the contract. Any non-member of the Union and any suspended or expelled member whom the Producer may be lawfully entitled to employ under this Agreement shall be paid the same minimum salary and shall be given the same working conditions as are provided in this Agreement. No breach by a member of the Union of their obligation to the Union shall give such member a defense to any Producer's right to enforce an existing contract against such member.

D. The foregoing requirements of union membership as a condition of employment shall be subject to the obligations of the parties under the law.

E. The Producer shall not be held to have violated this Section \_\_ ("Union Security") if it employs an Intimacy Coordinator who is not a member of the Union in good standing, if the Producer has reasonable grounds for believing that membership in the Union was not available to such Intimacy Coordinator on the same terms and conditions generally applicable to other members, or if the Producer has reasonable grounds for believing that membership in the Union was denied to such Intimacy Coordinator or such Intimacy Coordinator's membership in the Union was terminated for reasons other than the failure of the Intimacy Coordinator to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

F. The Producer shall pay to the Union as liquidated damages for each employment of an Intimacy Coordinator in violation of the provisions of this Section \_\_ ("Union Security") the sum of \$500, it being agreed that the actual damages suffered by the Union for such breach would be incapable of ascertainment.

G. The Union agrees that it will not impose unreasonable dues or assessments. If Producer claims a violation by the Union of the provisions of this subsection, such question shall be handled by conciliation and, if necessary, by arbitration in accordance with the provisions of Section \_\_ ("Arbitration") hereof. It is the intention of the parties to prevent the Union from closing its books so as to prevent any person who wishes to be employed as an Intimacy Coordinator from joining the Union. Nothing in the preceding sentence shall limit the right of the Union to discipline or suspend or expel a member or to refuse to re-admit the individual.

H. Whenever any Producer is entitled hereunder to a permit or waiver from the Union, the Union agrees to issue the same without cost.

I. Any breach of the provisions of this Section shall be subject to arbitration between the Union and the Producer under Section \_\_\_ ("Arbitration") below.

## 18. **ARBITRATION**

*Add a Section ("Arbitration") to the Agreement as follows:*

Disputes shall be arbitrable only as set forth in this Section.

A. Disputes involving or relating to injunctive relief are not arbitrable.

B. A dispute between an Intimacy Coordinator and a Producer relating to a term or condition in the Intimacy Coordinator's individual employment contract is arbitrable, including without limitation the issue of whether a contract was entered into and any dispute involving the interpretation, performance, non-performance or an alleged breach of a term or condition of the Intimacy Coordinator's contract, including claims for compensation at scale or overscale, and all disputes arising under the applicable terms of the collective bargaining agreement relating to such Intimacy Coordinator.

C. All disputes between the Union and a Producer as to the interpretation or application of this collective bargaining agreement shall be arbitrable.

Notwithstanding the above, if the total amount of money claimed by the Intimacy Coordinator is \$250,000 or over, the dispute shall not be arbitrable in whole or in part. Any Intimacy Coordinator whose dispute involves an amount in controversy which exceeds the monetary limit set forth in the preceding sentence may waive their claim to those amounts exceeding the limitation in order to make the claim subject to arbitration. If the Intimacy Coordinator does so waive the excess amount, arbitration shall be the exclusive remedy for such claim and the Intimacy Coordinator shall waive the right to commence court proceedings.

### D. Procedure

(1) Whenever any dispute arises which is arbitrable under the provisions of this Agreement, a representative of the Union and a representative of the Producer involved shall meet within ten (10) days after a request is made for conciliation by either party and endeavor to conciliate such dispute.

The filing of a formal claim by the Union or the Producer shall be deemed an automatic request for conciliation.

Claims hereunder shall be filed not later than the later of: (i) six (6) months after the occurrence of the facts upon which the claim is based; or (ii) within six (6) months after the employee or the Union, or the Producer, as the case may be, has had a



reasonable opportunity to become aware of the occurrence. Otherwise, such claims shall be deemed waived.

(2) In the event Producer has authorized an employer association to represent Producer, Producer shall have the right to have a representative of the appropriate employer association present at such conciliation.

(3) In the event of a failure to settle the dispute under the applicable procedure provided above, or if a party fails or refuses to meet after a request for conciliation, then, in either of such events, the Union or Producer shall deliver to the other a written demand for arbitration setting forth the material facts concerning the dispute.

The demand for arbitration shall be filed not later than one (1) year after the date of filing of the grievance. A demand for arbitration may be filed prior to initiation or conclusion of the conciliation proceeding if it reasonably appears that the conciliation proceedings will not be concluded in sufficient time to permit the arbitration proceeding to be commenced in time.

The demand for arbitration shall be served upon the other party by first class mail addressed to the representative of the Union or the Producer designated to receive such service at such party's last-known address or by personal service within or without the state where the proceeding is to be held. The other party may file a written reply within ten (10) days following the delivery of the demand for arbitration.

The arbitrator shall be selected within fifteen (15) days of the date the arbitration demand is served from a predetermined list of arbitrators mutually agreed upon by the Union and the AMPTP. The Union and the AMPTP have agreed to the following arbitration panel:

Melissa Biren  
Mark Burstein  
Douglas Collins  
Howard Edelman  
Juan Carlos Gonzalez  
Joel Grossman  
Fred Horowitz  
Joan Parker  
Kenneth Perea  
Michael Prihar  
Martin Scheinman  
Gail Migdal Title  
Carol Wittenberg

Should any arbitrator on the above list become unable to serve on the panel as a result of death, disability or retirement during the term of this Agreement, the Union and Producer agree to meet mid-term to discuss a replacement.

The parties shall attempt to mutually agree upon an arbitrator to hear and determine the dispute. If the parties cannot agree upon the arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. A coin toss shall determine the party who is to strike first. The arbitrator who is left shall be appointed as the arbitrator in the proceedings.

If the Producer fails to participate in the selection process and the Producer is a member of an employer association, the Union will contact the association, which will participate in the selection process on behalf of the Producer within ten (10) days of notification from the Union. In those instances in which the employer association fails to select on behalf of the Producer or in which the Producer who is not a member of an employer association fails to participate in the selection process, the Union may unilaterally select the arbitrator from the panel. The Producer shall unilaterally select the arbitrator from the panel if the Union fails to participate in the selection process.

The arbitration hearing will be commenced within sixty (60) days of the date that the arbitrator is selected. All arbitration hearings may be conducted via video conference by mutual agreement of the parties. In the event that hearing is scheduled to take place in person (with or without video conference capabilities), the parties shall limit the arbitrators being selected from to those located in the geographical region of the hearing situs. The arbitration award will be issued within thirty (30) days of the date of submission.

All of the time periods herein may be extended in any particular case upon the written agreement of the parties.

Nothing herein contained shall be deemed to deprive any party of the right to assert at any time and in any proceeding, or otherwise, that the matter in question was not arbitrable hereunder.

(4) The cost and expenses of the arbitrator shall be shared equally by the Union and the Producer involved.

(5) The arbitrator's decision and award shall be in writing and shall be final and binding on the Producer, the Union, and the Intimacy Coordinator(s) involved.

(6) The arbitrator shall only have authority to determine the dispute presented by the written demand for arbitration, and then only to the extent and in the manner as expressly provided by the applicable provisions of this collective bargaining agreement. The arbitrator shall not have the power to vary, alter, modify or amend any of the terms of this Agreement or the terms of the Intimacy Coordinator's individual employment contract in making a decision or award.

(7) Termination or expiration of this collective bargaining agreement shall not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising during the term of this Agreement.

(8) All arbitrations hereunder, which are not instituted by Producer, shall be brought by and in the name of the SAG-AFTRA, whether such arbitration is on its own behalf or

on behalf of an Intimacy Coordinator and, in the latter case, the Union may, but shall not be required to, represent the Intimacy Coordinator. The Union may, however, in its discretion, permit an Intimacy Coordinator to bring an arbitration in the name of the Intimacy Coordinator. It shall, however, be solely within the discretion of the Union whether or not the claim of an Intimacy Coordinator shall be brought to arbitration.

E. Recognizing that, in some cases, a dispute may involve one or more matters which are arbitrable hereunder, and one or more matters which are not arbitrable hereunder, it is agreed that no award in an arbitration hereunder shall affect, be used or be admissible in any other action or proceeding relating to matters which are not arbitrable hereunder; and no judgment or order in any other action or proceeding shall affect, be used or be admissible in any arbitration hereunder, but it is expressly agreed that an arbitration award made in accordance with the provisions of this Section \_\_ ("Arbitration") shall not be affected by any court action or proceeding; but nothing herein shall preclude any court of competent jurisdiction from confirming, setting aside, or modifying any arbitration award hereunder, in any proceeding brought for any such purpose, in accordance with applicable law.

F. In no case may any arbitration hereunder or any award therein affect any rights of the Producer in, to, or with respect to the results and proceeds of the Intimacy Coordinator's services.

## **19. POLICY OF NON-DISCRIMINATION; HARASSMENT PREVENTION POLICY**

*Add a Section ("Policy of Non-Discrimination; Harassment Prevention Policy") to the Agreement as follows:*

A. The parties hereto reaffirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of Intimacy Coordinators on the basis of sex, race, color, creed, national origin, age, marital status, disability, sexual orientation or gender identity, in accordance with applicable state and federal law.

B. In accordance with the foregoing policy, the Union reaffirms its policy of non-discrimination with respect to admission to membership and rights of membership and its active promotion of diversity in employment covered by this Agreement.

C. Each Producer is committed to maintaining a working environment that is free from unlawful harassment. In addition, each Producer is committed to complying with applicable laws prohibiting harassment in the workplace.

In the event that an employee believes that there has been a violation of this Section \_\_ ("Policy of Non-Discrimination; Harassment Prevention Policy"), the employee should immediately inform the Producer or its designated representative. Should a complainant request the assistance of the Union, the Union will refer the complainant to the Producer's applicable policies and encourage the complainant to notify the Producer. When authorized by the complainant, the Union representative shall immediately make the complaint known to a designated representative of the Producer.

Once the Producer is informed of any such complaint, the Producer shall investigate promptly. Upon conclusion of the Producer's investigation, the Producer will take action it deems appropriate and warranted.

Producer shall make reasonable efforts to maintain the confidentiality of the complaint and investigation, as appropriate.

Producer shall not unlawfully retaliate against any employee who, in good faith, raises a bona fide complaint or participates in an investigation pursuant to this Section \_\_ ("Policy of Non-Discrimination; Harassment Prevention Policy").

D. The matters covered in this Section \_\_ ("Policy of Non-Discrimination; Harassment Prevention Policy") are not subject to the Arbitration provision of this Agreement, other than a dispute concerning discipline or termination for an employee's violation of the Producer's policies. Producer and any individual employee may agree that any matters covered in this Section \_\_ ("Policy of Non-Discrimination; Harassment Prevention Policy") are subject to arbitration pursuant to a personal services agreement to the extent permitted by law.

## **20. INJURIES TO PERSONS OR PROPERTY DURING EMPLOYMENT**

*Add a Section ("Injuries to Persons or Property During Employment") to the Agreement as follows:*

A. Subject to the Intimacy Coordinator's compliance with the provisions of subsections B., C. and D. hereof, in the event any member of the cast, production staff, crew, or any other person or legal entity shall suffer injury to their person or property, of any kind whatsoever, by reason of or as a result of any action taken by any Intimacy Coordinator in the course and scope of the Intimacy Coordinator's employment under this collective bargaining agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the Intimacy Coordinator harmless from and against all liability, loss, damages and costs, including counsel fees, which the Intimacy Coordinator may, for any cause, at any time, sustain or incur by reason of such action. In the event legal action is taken against the Intimacy Coordinator, either jointly with the Producer or alone, the Producer shall, at its own cost and expense and without undue delay, provide the defense of the Intimacy Coordinator in all such litigations.

B. The Intimacy Coordinator shall notify the Producer promptly, in writing, in case knowledge shall come to the Intimacy Coordinator of any claim or litigation arising out of such action and thereafter deliver to the Producer every demand, notice, summons, complaint or other process received by the Intimacy Coordinator or the Intimacy Coordinator's representative relating thereto.

C. The Intimacy Coordinator shall cooperate fully in the defense so provided by Producer of such claim or action and, upon the Producer's request, shall attend hearings and trials and, whenever possible, assist in (1) securing and giving evidence, and (2) obtaining the attendance of witnesses at such hearings and trials.

D. The Intimacy Coordinator shall not make any settlement or compromise of any such claim or litigation without the prior written consent of the Producer. Any settlement or compromise by the Intimacy Coordinator without Producer's prior written consent of any such claim or litigation shall nullify Producer's obligation under subsection A. above.

E. The Producer shall obtain and keep in force during the term of employment of the Intimacy Coordinator a policy of comprehensive public liability insurance insuring the Intimacy Coordinator against any liability arising out of the action by the Intimacy Coordinator in the course and scope of the Intimacy Coordinator's employment under this collective bargaining agreement, under the direction and control of the Producer. Such insurance shall be in the amount of not less than \$1,000,000 for injury to or death of one person in any one accident or occurrence and in an amount not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure Intimacy Coordinator against liability for property damage of at least \$250,000. Upon request of the Intimacy Coordinator, Producer shall provide evidence of such insurance coverage before Intimacy Coordinator shall be required to take such action. Upon request of the Producer, the Union shall waive the requirements of this subsection E. upon a showing satisfactory to the Union of adequate financial responsibility of the Producer.

F. Nothing herein contained shall be construed to: (1) deprive Producer of any lawful defense to such claim or action including the defense that such claim arose by reason of Intimacy Coordinator's acts outside the scope of Intimacy Coordinator's employment; or (2) expand Producer's liability to any person under the applicable worker's compensation law.

G. As to Intimacy Coordinators under this Agreement, legible accident reports and production reports shall be supplied promptly to SAG-AFTRA with information as to the name of the Producer, director, first assistant director, unit production manager, stunt coordinator, studio, show title and episode, production number and a full description of the accident involved.

## 21. **LOAN-OUTS**

*Add a Section ("Loan-Outs") to the Agreement as follows:*

When Producer "borrows" an Intimacy Coordinator, whether from a domestic or foreign company, and whether or not the lending company is a signatory to a SAG-AFTRA collective bargaining agreement, and such Intimacy Coordinator is used by Producer within the jurisdiction of this Agreement, Producer guarantees to the Union that the Intimacy Coordinator who is so borrowed shall receive the same working conditions as provided herein, except the Union Security provisions; provided, however, that the Union Security provisions shall apply when the lending company is a signatory to a SAG-AFTRA collective bargaining agreement (whether such lending company is a domestic or foreign corporation) and the Intimacy Coordinator is used by the borrowing Producer within the jurisdiction of this Agreement; provided further, that the obligation to make the payment of pension and health contributions shall be subject to Section 34.K of the then-current CBA or Section 22(c)(5) of the then-current TVA, as applicable. Producer shall give reasonable advance written notice to the Union, prior to the commencement of the term of the loan-out, when Producer borrows an Intimacy Coordinator from a company, foreign or domestic, which is not a signatory to a SAG-AFTRA collective bargaining agreement, to render services within the jurisdiction of this Agreement.

## **22. UNION'S ARTICLES AND BY-LAWS**

*Add a Section ("Union's Articles and By-Laws") to the Agreement as follows:*

The Union agrees that if there is anything in its Articles of Incorporation or its by-laws which will prevent it from performing its obligations hereunder, it will take proper steps to amend such Articles or by-laws so as to correct any such defect, and the Union further agrees that, during the term of this Agreement, it will not adopt any code for Intimacy Coordinators or any amendment to its Articles or by-laws which will be in conflict with its obligations under this Agreement. The Union states that its by-laws provide that each of its members is bound by the provisions of this Agreement.

## **23. RULES OF CONSTRUCTION**

*Add a Section ("Rules of Construction") to the Agreement as follows:*

A. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning, and not strictly for or against the Union or the several Producers. Unless otherwise specifically defined herein, the terms used shall be given their common meaning in the motion picture industry.

B. The headings of Sections or subsections are not a part of this Agreement and shall not be construed as altering the meaning of the text of this Agreement.

C. If any portion of this Agreement shall be held illegal, such portion shall be ineffective, but if such portion is a major provision of this Agreement, either party may thereupon terminate this Agreement on ninety (90) days' written notice to the other party.

## **24. PAYROLL WEEK, REGULAR PAY DAY**

*Add a Section ("Payroll Week; Regular Pay Day") to the Agreement as follows:*

The payroll week shall be from 12:01 a.m. Sunday to 12:00 midnight of the succeeding Saturday. The regular pay day shall be Thursday, except that Friday shall be the regular pay day on overnight locations.

If the Union or the Intimacy Coordinator alleges any payment due was not made, they shall promptly notify the Producer in writing; the Producer shall have five (5) business days to issue the allegedly delinquent payment without penalty.

If the Union or the Intimacy Coordinator provides such written notice to the Producer and any undisputed delinquent payment is not made within five (5) business days, then there shall accrue a \$10.00 per day late payment charge, excluding Saturdays, Sundays and holidays, for late payment from the time payment became due (excluding bona fide emergencies of which the Union shall be given prompt notice within the time specified for payment hereunder), for a period not to exceed twenty (20) days, excluding Saturdays, Sundays and holidays, to a maximum of \$200.00 per violation.

Upon receipt by Producer of a second written notice by the Union or the Intimacy Coordinator that Producer is still delinquent, Producer shall have five (5) business days to issue the payment, including the then accrued late payment charges.

In the event payment is not made within said second five (5) day period of the entire amount due, further late payment charges in the amount of \$2.50 per day retroactive to the date of receipt of the second written notice of non-payment shall be due and shall continue to accrue, until the delinquent payment, together with late payment charges, is fully paid. In no event will the total late charges exceed the principal amount owed to the Intimacy Coordinator.

Notwithstanding the foregoing, if there is a dispute regarding the amount due and the Producer pays the undisputed amount within the time periods specified in this Section, or if there is a *bona fide* dispute as to the Producer's liability, then no late charges will accrue during the pendency of the dispute.

Such charges for late payment shall be in addition to all other remedies which the Union may have against Producer under the contract.

## 25. **NO WAIVERS**

*Add a Section ("No Waivers") to the Agreement as follows:*

The applicable provisions of this Agreement shall be deemed incorporated in the individual contract of employment between Producer and each Intimacy Coordinator; the Producer, the Union and the Intimacy Coordinator shall each be bound thereby.

Producer agrees that no waiver by any Intimacy Coordinator of any term of this Agreement shall be requested of the Intimacy Coordinator or effective unless the consent of the Union is first had and obtained. Such consent may be oral, but the Union agrees that all oral waivers will be confirmed by it in writing. The Union further agrees that, upon being notified by any Producer that a company is going on location, it will appoint a deputy to be with the company on location, with full power to grant waivers. The Union further agrees that it will maintain a twenty-four (24) hour service at Los Angeles, California, for the giving of waivers in accordance with the provisions of this Section.

Whenever the Producer is entitled to a permit or a waiver from the Union, the Union agrees to issue the same without cost.

## 26. **SERVICE OF NOTICES**

*Add a Section ("Service of Notices") to the Agreement as follows:*

Any notice which either party may desire to serve upon the other may be served personally in Los Angeles County upon a corporate officer of such party. Where federal or state law requires that the notice be provided by first class or registered mail, such mailing shall be addressed to such party at its principal place of business in Los Angeles County. If the party receiving the notice is a member of the Alliance of Motion Picture and Television Producers, the

Union agrees that a copy of any such notice shall be delivered or mailed, as aforesaid, to the AMPTP at its office in Los Angeles County.

**27. FURNISHING REPORTS**

*Add a Section ("Furnishing Reports") to the Agreement as follows:*

A. Producer shall furnish to the Union, upon request, copies of call sheets. In cases of grievances, disputes or alleged disputes, Producer shall make available to the Union for inspection, upon demand, all relevant production reports for days on which the Intimacy Coordinator was employed, and the Intimacy Coordinator's contract.

B. Producer shall furnish to the Union, upon request, reports indicating the compensation paid to Intimacy Coordinators covered hereunder.

C. To the extent Producer already supplies the Union with any such reports, documents, or other information, no duplication of effort shall be required.

**28. PROHIBITION AGAINST CREDITING**

*Add a Section ("Prohibition Against Crediting") to the Agreement as follows:*

No compensation paid to an Intimacy Coordinator for their services in excess of the applicable minimum may be credited against overtime, penalties, or any other compensation otherwise due the Intimacy Coordinator.



29. **PRODUCTION TIME REPORTS; PAYROLL AND UNEMPLOYMENT INFORMATION**

*Add a Section ("Production Time Reports; Payroll and Unemployment Information") to the Agreement as follows:*


A. Production Time Reports – The Producer will provide a record of the hours worked by the Intimacy Coordinator to the Union upon request.

B. Payroll and Unemployment Insurance Information

Upon request of an Intimacy Coordinator, Producer shall supply the following information, in writing:

- (1) The name, address, and state identification number of their employer of record; and
- (2) The state in which unemployment insurance is filed.

**ON BEHALF OF THE PRODUCERS IN THE MULTI-EMPLOYER BARGAINING UNIT LISTED IN EXHIBIT 1 HERETO, REPRESENTED BY THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

  
\_\_\_\_\_  
Gregory J. Hessinger

1/7/26  
\_\_\_\_\_  
Date

**ON BEHALF OF SAG-AFTRA**

DocuSigned by:  
  
\_\_\_\_\_  
55AD6C63809C488...  
Duncan Crabtree-Ireland

January 6, 2026  
\_\_\_\_\_  
Date

**Exhibit 1**  
**2025 SAG-AFTRA Intimacy Coordinators Agreement Authorization List**

1440 Productions LLC  
20th Century Studios, Inc.

ABC Signature, LLC  
ABC Studios New York, LLC  
Amazon Studios LLC  
Apple Studios LLC  
Atlantic 2.1 Entertainment Group, Inc.

Blind Faith Productions LLC  
Bonanza Productions Inc.  
Brightstar TFCF Productions LLC  
Bumper Productions LLC

Cannonball Productions, LLC  
CBS Studios Inc.  
Chime Productions, LLC  
Columbia Pictures Industries Inc.

Eye Productions Inc.

Film 49 Productions, Inc.

GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.  
Horizon Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.

Inclined Productions, Inc.  
It's a Laugh Productions, Inc.

Kenwood TV Productions, Inc.

Madison Productions, Inc.  
Main Gate Productions LLC  
Main Lot Productions LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
Minim Productions, Inc.

Narrow Isle Productions, LLC  
Netflix Productions, LLC  
Netflix Studios, LLC

NM Talent Inc.  
Not Specific Productions, Inc.  
NVTs Productions, LLC

On the Brink Productions, Inc.  
One Eighty Productions LLC  
Onyx Collective Productions, Inc.  
Open 4 Business Productions LLC

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Parallax TV Productions LLC  
Paramount Overseas Productions  
Paramount Pictures Corporation  
Produced Bayou, Inc.

Remote Broadcasting Inc.  
Retro, Inc.

S & K Pictures, Inc.  
Salty Pictures, Inc.  
San Vicente Productions, Inc.  
Screen Gems Productions, Inc.  
SG Film Productions, LLC  
St. Giles LLC  
Stage 6 Films, Inc.

Topanga Productions, Inc.  
Triple Point Productions LLC  
TVM Productions Inc.  
Twentieth Century Fox Film Corporation  
Twentieth Century Fox Film Corporation  
(d/b/a 20th Television)

Universal City Studios, LLC  
Universal Content Productions LLC  
Universal Television LLC

Walt Disney Pictures  
Warner Bros. Pictures  
Warner Bros. Television  
While You Were Sleeping, LLC  
Woodridge Productions, Inc.

YANDR Productions, Inc.