

**AGREEMENT OF AUGUST 1, 2015 between PRODUCER and  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied  
Crafts of the United States, its Territories and Canada and  
  
MOTION PICTURE EDITORS GUILD, LOCAL #700  
(SCREEN STORY ANALYSTS)**

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**AGREEMENT OF AUGUST 1, 2015  
BETWEEN PRODUCER AND I.A.T.S.E. & M.P.T.A.A.C.  
AND LOCAL #700 THEREOF**

**THIS AGREEMENT**, executed as of August 1, 2015 between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE")

and

**MOTION PICTURE EDITORS GUILD, LOCAL #700  
(SCREEN STORY ANALYSTS)**

(hereinafter referred to as the "Local Union") of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (both hereinafter referred to as the "Union"), on the one hand, and the following companies, separately and respectively:

THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO, AND THOSE PRODUCERS WHO HAVE EFFECTIVELY CONSENTED, IN WRITING, TO BE PART OF THE SINGLE MULTI- EMPLOYER BARGAINING UNIT (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers"), on the other hand.

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

**ARTICLE 1.   Scope of Agreement**

This Agreement is made subject to the "Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2015."

This Agreement shall be applicable to the classifications of employees listed in the "Wage Scales, Hours of Employment and Working Conditions" set forth herein, employed by Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside the said County, but within the limits of the United States, its territories and Canada.

In the event the Producer elects to and does employ a person in the County of Los Angeles, California to perform work outside the limits of the United States, its territories and Canada in any of the job classifications covered hereunder, then the provisions of this Agreement shall apply to such person. However, such person and Producer may make any other agreement to apply to such employment, such as a "flat deal" contract, in the place and stead of the provisions of this Agreement, provided such other agreement requires not less than seventy-five (75) hours per week in pension and health contributions to be made on behalf of such person (which amount may be prorated for partial workweeks).

The term "employee," as hereinafter used, shall be deemed to mean an employee subject to the terms and conditions of this Agreement, all of whom are herein referred to as "Screen Story Analysts."

"Screen Story Analysts" shall be deemed to mean persons employed by the Producer in the County of Los Angeles to read and/or synopsise and/or evaluate literary and/or dramatic material. If such employee performs duties which are subject to this Agreement, then such employee shall be covered by this Agreement regardless of his or her title. Editorial evaluation by Supervisors shall not bring such Supervisors within the scope of this Agreement.

## **ARTICLE 2. Recognition**

The Producer recognizes the IATSE as the exclusive collective bargaining representative of all employees employed by Producer in the classifications listed in this Agreement. The Union makes this Agreement on behalf of such employees, the majority of whom the Union warrants are members of the Union in good standing.

The Local Union represents that the terms of this Agreement have been submitted to its membership and have been duly approved thereby.

## **ARTICLE 3. Union Security**

(a) Each and every employee subject to this Agreement, hired by the Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside said County, shall be and remain a member in good standing of the Union on and after the thirtieth day following his first day of employment or the effective date of this Agreement, whichever is later. The foregoing requirements of union membership as a condition of

employment shall be subject to the obligations of the parties under the law.

As defined and applied in this Article 3(a), the term "member of the union 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) Within a reasonable time, but not to exceed three (3) days after receipt of written notice from the IATSE and/or the Local Union that any such then employed employee is not a member as above required, and that such employee has been so notified in writing prior to such notice to Producer, the Producer shall discharge any such employee who fails to remedy such default within said three (3) days after Producer receives such notice. The Producer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

(c) Producer agrees to inform the Local Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name, residence address, social security number and date of employment of any employee subject to this Agreement.

(d) In case of repeal or amendment of the Labor Management Relations Act of 1947 or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

#### **ARTICLE 4. Wage Scales, Hours of Employment and Working Conditions**

Wage scales, hours of employment and working conditions shall be as set forth in the "Wage Scales, Hours of Employment and Working Conditions" herein for employees employed on theatrical and television motion pictures recorded on film and on theatrical motion pictures and

one-hour and long-form prime time<sup>1</sup> dramatic television motion pictures recorded digitally.

Wage scales shall be as set forth in this Agreement, and working conditions shall be as set forth in the Videotape Electronics Supplemental Basic Agreement ("Videotape Agreement"), for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally,<sup>2</sup> except that:

(a) Paragraph 10 ("Call-backs") of this Agreement shall apply in lieu of Paragraph 28 ("Call-backs") of the Videotape Agreement for employees employed on one-half hour single camera prime time dramatic television motion pictures recorded digitally;

(b) Paragraph 16 ("Night Premiums") of the Videotape Agreement shall not apply;

(c) The special conditions set forth in Sideletter No. 1 to the Videotape Agreement shall apply to employees employed on one-half hour pilots recorded digitally;

(d) The special conditions set forth in Sideletter No. 2 to the Videotape Agreement shall apply to employees employed on one-half hour single camera prime time dramatic television series recorded digitally, the production of which commenced on or after October 1, 2006; and

(e) The special conditions set forth in Sideletter No. 4 to the Videotape Agreement shall apply to employees employed on one-half hour dramatic pilots or series recorded digitally that are made for basic cable.

## **ARTICLE 5. 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

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<sup>1</sup> 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 time zones).

<sup>2</sup> For sake of clarity, "situation comedies" recorded digitally for television are included within the meaning of "dramatic television motion pictures."

Producer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

Producer will notify the 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 precedent for granting better conditions and terms than those herein provided to any other individuals or job.

#### **ARTICLE 6. Authority of Union and Producer**

The Union and the Producer each agrees that it will not maintain nor adopt any Articles or By-laws or any rules or orders which will be in conflict with this Agreement.

#### **ARTICLE 7. Grievance and Arbitration Procedure**

In the event of any dispute between the Local Union or any of the persons subject to this Agreement and the Producer with regard to wage scales, hours of employment or working conditions or with regard to the interpretation of this Agreement concerning such provisions, the procedure, unless otherwise specifically provided herein, shall be as follows:

Step One - The aggrieved party shall mail or deliver to the other party a written notice of the claim and concurrently furnish a copy of such notice to the International Representative of the IATSE and Contract Services Administration Trust Fund. Such written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the production (if any), the remedy sought and the names of the individuals aggrieved, when known, except for group claims for which the classifications of the individuals aggrieved, when known, shall be listed.

A claim by the Local Union that the confirmation set forth in the second paragraph of Paragraph 6(a) of this Agreement has been violated by a Producer may be filed only upon the written approval of the West

Coast office of the International Union. Such written approval shall accompany the claim.

The party which has received the grievance shall, within fifteen (15) working days after the grievance has been received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. Copies of such written response shall also be furnished to the same parties served with the grievance. The representative of the Local Union and the designated representative of Producer shall immediately discuss the matter and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employees concerned.

If the party receiving the grievance fails to serve the written response as required by Step One, then the other party may elect to proceed directly to arbitration or to Step Two by serving a written demand upon the other party within five (5) working days after the written response was due.

#### Conciliation Committee

Step Two - If, within ten (10) working days after the response has been served, the parties fail to meet, or if the grievance is not settled, then the aggrieved party may proceed to Step Two, by delivering or mailing, within five working days thereafter, a written demand, which shall include a statement of the particulars of the claim, upon the other party and upon the International Representative of the IATSE and CSATF. If neither party requests a Step Two conciliation meeting, then the aggrieved party may proceed directly to Step Three regarding expedited or regular arbitration, by serving a written demand upon the other party within the time periods set forth above. Failure of the aggrieved party to so serve such demand for a Step Two conciliation meeting or an arbitration shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step One.

If a demand for Step Two is so served, the grievance shall be brought before the Conciliation Committee as soon as practicable, but not later than twenty (20) working days following the receipt of such notice. The Conciliation Committee shall consist of an International Representative of the IATSE and a representative of CSATF.

The parties to the grievance shall be present and shall be responsible for the presentation of their own position at such time and place. If the aggrieved party fails to appear, then the grievance shall be considered as waived. If the responding party fails to appear, then the



aggrieved party shall be entitled to proceed with the presentation of its position, and the Conciliation Committee, upon presentation of evidence showing a contract violation, shall have the authority to and shall issue an immediate final and binding award in favor of the aggrieved party, including an appropriate remedy.

If either party intends to appear, but does not intend to present any facts or arguments as to a defense or as to the claim, then such party shall so notify the other party as to such intention at least three (3) days prior to the conciliation meeting. In any event, either party may, at least three (3) days prior to the date of the Conciliation Committee meeting, cancel such Conciliation Committee meeting and the aggrieved party may proceed directly to arbitration under Step Three.

The AMPTP and the IATSE shall adopt written rules and procedures which shall be designed to foster to the maximum extent possible the exploratory and conciliatory nature of Step Two of this procedure.

The Conciliation Committee shall, at the beginning of the meeting, assist the parties in a good faith attempt to resolve the dispute. In the event the parties, identified as the Producer and the Union, are able to resolve the grievance with the assistance of the Conciliation Committee, the Conciliation Committee shall reduce the resolution of the grievance to writing as a binding determination on all parties. Such a determination shall be signed by the parties.

If the dispute is not resolved as provided above, then both parties at that time must declare whether they will be bound by a decision of the Conciliation Committee. If both parties agree to be bound, then the Conciliation Committee shall hear the evidence and arguments of the parties and shall render a decision, which may include a "no decision" award, which shall be final and binding on all the parties, including any individual grievant. Disputes involving jurisdiction or technological changes shall be specifically excluded from the jurisdiction of the Conciliation Committee.

The Conciliation Committee shall have the right, upon written request of either party, to refer the dispute back to the parties, without prejudice to the merits and without expanding the time limits for the filing of a grievance or a response, if the Conciliation Committee is of the opinion that either the written grievance or response does not meet the requirements set forth in Step One.

Step Three - If the parties do not agree that the Conciliation Committee's recommendation will be final and binding on them or if the

parties fail to resolve the grievance, or if the Conciliation Committee has issued a "no decision" award, then the parties may proceed to expedited arbitration or regular arbitration as provided below:

(a) Expedited Arbitration - The aggrieved party may elect to proceed to expedited arbitration within ten (10) working days following the Step Two meeting if no agreement has been reached by the parties, or within ten (10) working days following the cancellation of the Step Two meeting, but only in cases wherein the claim arises under Paragraph 68 involving disputes relating to the failure to follow studio seniority or industry seniority, and disputes arising under Paragraph 68 covering the discharge or discipline for cause of an employee subject to Paragraph 68 of the applicable West Coast Studio Local Agreements, or in cases wherein the claim for wage payments, adjustments and/or damages consistent with the contract does not exceed fifteen thousand dollars (\$15,000). The aggrieved party may likewise proceed to expedited arbitration following Step Two over disputes with regard to only "WAGE SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS" provision of the Agreement subject to this Article and provided the claim for damages does not exceed fifteen thousand dollars (\$15,000). Any other case may be submitted to expedited arbitration only by the mutual agreement of the parties.

Disputes involving jurisdiction or technological changes shall be specifically excluded from the jurisdiction of expedited arbitration.

Except as time limits are set forth in Paragraph 68, cases that are submitted to expedited arbitration shall be heard within ten (10) working days after the other party received the demand for expedited arbitration or within ten (10) working days after the other party gives notice of its agreement to proceed to expedited arbitration in cases in which the mutual agreement of the parties is required.

The Alliance of Motion Picture and Television Producers and the IATSE shall revise the list of arbitrators assigned to hear expedited arbitrations. The list shall consist of four (4) arbitrators and one (1) alternate with recognized experience as professional labor arbitrators as members of the standing panel of neutral arbitrators.

During the term of this Agreement, the parties may mutually add the names of additional persons to the panel of neutral arbitrators to either supplement the panel or replace persons no longer available to serve.

From the panel of names of the neutral arbitrators set forth above, the arbitrators shall be assigned, depending upon their

availability, in rotation, to the cases as they arise. The parties may, by mutual consent, select an arbitrator out of rotation provided that notice of their selection is given to CSATF prior to the appointment of the arbitrator next in rotation.

The expedited arbitration hearing shall be presided over by a neutral arbitrator assigned from the panel of neutral arbitrators. The IATSE and CSATF shall schedule the grievances to be heard in order of receipt. The grievances must be heard by the assigned arbitrator unless that individual becomes unavailable, in which instance the next arbitrator in the rotation shall hear the grievance. If either party intends to be represented by outside counsel at the expedited arbitration hearing, then such party must notify the opposing party within two (2) working days after the hearing date for the expedited arbitration has been determined. The parties, who may be represented by outside counsel, will not file post-hearing briefs, but may, prior to or during the hearing, present a written statement of the facts. If either party so desires, a stenographic record may be made and that party shall pay for the transcript. In such cases, the transcript shall be solely for the use of the party requesting it and shall not be used to delay a decision in the matter. The two preceding sentences shall not apply to roster placement nor roster removal arbitrations, for which no stenographic record shall be made. The neutral arbitrator shall have sole authority to rule on all motions and decide the case.

The writing of an opinion will be at the discretion of the neutral arbitrator. The decision of the arbitrator, which shall be issued orally and confirmed in writing if requested by either party at the conclusion of the hearing, or in writing within three (3) days from the conclusion of the hearing (the choice being at the sole discretion of the arbitrator) shall be final and binding upon the parties and any employees concerned. The neutral arbitrator shall have the power to determine only the specific grievance or dispute and, when appropriate, award wage adjustments or damages consistent with the contract, in an amount not to exceed fifteen thousand dollars (\$15,000), but shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, nor to determine jurisdictional or technological change disputes. The decision of the neutral arbitrator shall be non-precedential and his decision and/or opinion, if any, shall not be offered or admitted into evidence in any other proceeding other than: (1) a judicial action seeking confirmation, correction or vacation of said decision; or (2) a grievance or arbitration proceeding involving the same Producer and Local Union.

Fees and expenses of the arbitrator shall be borne equally by the parties to the dispute. All other costs shall be borne by the party incurring the same.

The bills of the arbitrator, together with a completed information form, shall be sent by the arbitrator to the IATSE and the Producer involved in the expedited arbitration with copies to CSATF. The information form shall be jointly prepared by the IATSE and CSATF.

The neutral arbitrator shall proceed to hear a dispute properly before him under this provision of expedited arbitration, notwithstanding the fact that a similar case may be pending in a regular arbitration.

(b) Regular Arbitration - The aggrieved party may elect to proceed to regular arbitration within ten (10) working days following the Step Two meeting if no agreement has been reached by the parties or within ten (10) working days following the cancellation of the Step Two meeting.

The IATSE and the Producers agree to establish a panel of individuals with recognized experience as professional labor arbitrators as members of a standing panel of neutral arbitrators. The panel shall comprise an odd number of arbitrators.

If demand is served for regular arbitration, then the parties shall select a sole arbitrator to hear and determine the grievance by mutual agreement. If the parties cannot agree to the arbitrator to be appointed, then each party shall have the right to alternately strike an arbitrator's name from the panel until such time as one arbitrator is left and the remaining arbitrator shall be selected and appointed as the arbitrator in the proceedings.

The parties shall select the arbitrator within five (5) working days after the demand for regular arbitration has been served. The parties may, by mutual agreement, select the arbitrator outside of the panel of neutral arbitrators or utilize the list of arbitrators obtained from the Federal Mediation and Conciliation Service.

Such hearing shall be held within fourteen (14) days after the arbitrator is selected, at such time and place as the arbitrator shall determine. If the arbitrator so selected is unable or unwilling to undertake the arbitration within the time limit herein provided, another arbitrator shall be selected from such list. The decision of the arbitrator shall be rendered in writing, stating his reasons for the award, within thirty (30) days after the submission of the grievance for decision. The

arbitrator's decision shall be final and binding upon the parties thereto and upon any employees concerned. The arbitrator shall have the power to determine the specific grievance or dispute, but shall not have the power to amend, modify or effect a change in any of the provisions of the Agreement, nor to determine jurisdictional disputes.

Fees and expenses of the arbitrator and cost of a court reporter and original transcript, when jointly requested, shall be borne equally by the parties to the dispute; otherwise, the party making such request shall pay for it. All other costs shall be borne by the party incurring same.

(c) Claims - Any claims for the payment of wages or severance pay, not presented under Step One within three hundred sixty-five (365) consecutive days after the employee is entitled to such wages or severance pay, shall be deemed to be waived. Any dispute as to the correct amount of payment of holiday or vacation pay, not presented under Step One within three hundred sixty-five (365) consecutive days after March 15 of the calendar year next following the calendar year in which such holiday or vacation pay, as the case may be, was earned, shall be deemed to be waived.

Any other claim or grievance not presented under Step One, within (i) sixty (60) calendar days after the occurrence of the subject matter of the grievance or (ii) within sixty (60) calendar days after the employee or the Union has had a reasonable opportunity to become aware of the occurrence, whichever of (i) or (ii) is the later (but in any event not to exceed three hundred sixty-five (365) calendar days after the occurrence), shall be deemed to be waived. Time on distant location shall not be included in this period.

For the purpose of this Article, "aggrieved party" shall mean the Producer or the Union acting on its own behalf or on the behalf of an employee covered by this Agreement.

(d) In General - The time periods provided for herein may be extended by mutual written consent of the parties.

(e) Scheduling - In scheduling any grievance in Step Two or Step Three, preference shall be given to any grievance involving the discharge of an employee or a grievance involving the Industry Experience Roster.

(f) Disciplinary Memos - Disciplinary memos issued to an employee are admissible evidence in a grievance and/or arbitration proceeding. However, such disciplinary memoranda, other than those

resulting in a suspension or discharge, issued more than two (2) years prior to the incident or events giving rise to said grievance shall not be admissible.

(g) An arbitration award issued in either expedited or regular arbitration proceedings or a final and binding award rendered in Step Two of the grievance procedure which requires the payment of a specific sum of money shall be paid within thirty (30) days of the date of the award. If payment is not made within said period, interest shall accrue on the sum(s) due from the date of the award at the rate of one percent (1%) per month.

If a calculation is required to determine the specific amount(s) due under the award, the Producer shall calculate such amount(s) and shall notify the other party of the specific sum(s) due within sixty (60) days of the date of the award. If such calculation is not made or if notice is not given as required, interest shall accrue on the sum(s) due from the date of the award at a rate of one percent (1%) per month. If, after calculation, the parties disagree on the sum(s) due, or if the amount(s) due and owing under the award cannot be calculated within the sixty-day period as a result of factors beyond the control of the Producer, then no interest shall accrue upon the sum(s) due.

## **ARTICLE 8. 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 (2) 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 and Arbitration Procedure in Article 7 above, 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 8.

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 Producer.

## **ARTICLE 9. Term of Agreement**

The term of this Agreement shall be for a period commencing with August 1, 2015 and extending to and including July 31, 2018.

Either party may, by written notice (certified mail) to the other served on or before May 1, 2018, request renegotiation of the "Wage Scales, Hours of Employment and Working Conditions" of this Agreement. Such notice shall set forth in detail the proposals or

recommendations of the party serving said notice of request for renegotiation. If such notice is served, the parties agree to commence negotiations within thirty (30) days after May 1, 2018 concerning the proposals or recommendations set forth in such notice and to continue negotiations diligently and in good faith on such proposals or recommendations which are submitted in such negotiations.

#### **ARTICLE 10. Interpretation**

Unless otherwise specifically defined herein, terms shall be given common meaning in the motion picture industry.

This Agreement hereby terminates and replaces the previous Agreement between the parties hereto entitled "Agreement of August 1, 2012 between Producer and I.A.T.S.E. & M.P.T.A.A.C. and Local #700 (Screen Story Analysts) thereof."

#### **ARTICLE 11. Gender - Included Meanings**

Words used in this Agreement in the masculine gender include the feminine and the neuter.

#### **ARTICLE 12. "Professional" Capacity**

The Union and the Producer agree that persons required by the Producer to create a "Treatment Synopsis," as defined in Paragraph 1 below, are employed by the Producer in a "professional" capacity within the meaning of the Fair Labor Standards Act of 1938, as amended.

#### **ARTICLE 13. California Sick Leave**

(a) Accrual. Commencing July 1, 2015, eligible employees covered by the IATSE Basic Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked in California for Producer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days in California for the Producer and after their ninetieth (90<sup>th</sup>) day of employment in California with the Producer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Producer, as either a calendar year or



starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days in California within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Producer in California for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance.

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

(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."<sup>3</sup> Sick leave also may be taken by

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

an employee who is a victim of domestic violence, sexual assault or stalking.

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

(f) Producer shall include in the employee's start paperwork the contact information for the designated Producer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in Paragraph b. above or, alternatively, if the Producer elected to provide employees with a sick leave bank, the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected for the bank of three (3) sick days as provided in Paragraph a. above. Producer also shall notify the West Coast office of the IATSE of the name and contact information of the designated Producer representative.

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

(h) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.

#### **ARTICLE 14. Waiver of New York City Earned 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 Sick Time Act of 2013; the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California,

including, but not limited to, Chapter 37.01.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); 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); the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); and Trenton, New Jersey (Ordinance No. 14-45) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

**WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING  
CONDITIONS**

**I. STUDIO MINIMUM WAGE SCALE**

1. (a) (1) The following studio minimum wage scale shall be effective only on August 1, 2015.

Screen Story Analysts, Local #700			Schedule B	Schedule B		Schedule B
				Special Reading Rate		Treatment Synopsis Rates
			Weekly Guar. - 40 cum. hours; 5-day week; 1½ after 40; Minimum Call - 8 hours; (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)	Employees assigned to special reading. <sup>1</sup> Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours if called)		Employees assigned to Treatment Synopsis; Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)
Occ. Code	Service Brackets <sup>2</sup>	Continuous Employment	Per Hour	Per Hour	Foreign Reading Rate <sup>3</sup>	Per Hour
8301	A	1st 6 mos.	\$33.31	\$35.71	\$42.85	\$44.34
8302	B	7 to 18 mos.	35.51	37.91	45.49	46.22
8304	C	19 to 24 mos.	36.53	39.03	46.84	47.24
8305	D	25 to 42 mos.	37.69	40.08	48.10	48.10
8306	E	43 to 54 mos.	38.78	41.24	49.49	49.19
8307	F	55 mos. and thereafter	40.05	42.47	50.96	50.20

Footnotes applicable to this Paragraph 1.(a)(1) begin on page 21.

(2) The following studio minimum wage scale shall be effective for the period commencing with August 2, 2015 to and including July 30, 2016.

Screen Story Analysts, Local #700			Schedule B	Schedule B		Schedule B
				Special Reading Rate		Treatment Synopsis Rates
			Weekly Guar. - 40 cum. hours; 5-day week; 1½ after 40; Minimum Call - 8 hours; (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)	Employees assigned to special reading. <sup>1</sup> Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours if called)		Employees assigned to Treatment Synopsis; Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)
Occ. Code No.	Service Brackets <sup>2</sup>	Continuous Employment	Per Hour	Per Hour	Foreign Reading Rate <sup>3</sup>	Per Hour
8301	A	1st 6 mos.	\$34.31	\$36.78	\$44.14	\$45.67
8302	B	7 to 18 mos.	36.58	39.05	46.86	47.61
8304	C	19 to 24 mos.	37.63	40.20	48.24	48.66
8305	D	25 to 42 mos.	38.82	41.28	49.54	49.54
8306	E	43 to 54 mos.	39.94	42.48	50.98	50.67
8307	F	55 mos. and thereafter	41.25	43.74	52.49	51.71

Footnotes applicable to this Paragraph 1.(a)(2) begin on page 21.

(3) The following studio minimum wage scale shall be effective for the period commencing with July 31, 2016 to and including July 29, 2017.

Screen Story Analysts, Local #700			Schedule B		Schedule B		Schedule B	
					Special Reading Rate		Treatment Synopsis Rates	
			Weekly Guar. - 40 cum. hours; 5-day week; 1½ after 40; Minimum Call - 8 hours; (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)		Employees assigned to special reading. <sup>1</sup> Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours if called)		Employees assigned to Treatment Synopsis; Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)	
Occ. Code No.	Service Brackets <sup>2</sup>	Continuous Employment	Per Hour		Per Hour	Foreign Reading Rate <sup>3</sup>	Per Hour	
8301	A	1st 6 mos.	\$35.34		\$37.88	\$45.46	\$47.04	
8302	B	7 to 18 mos.	37.68		40.22	48.26	49.04	
8304	C	19 to 24 mos.	38.76		41.41	49.69	50.12	
8305	D	25 to 42 mos.	39.98		42.52	51.02	51.03	
8306	E	43 to 54 mos.	41.14		43.75	52.50	52.19	
8307	F	55 mos. and thereafter	42.49		45.05	54.06	53.26	

Footnotes applicable to this Paragraph 1.(a)(3) begin on page 21.

(4) The following studio minimum wage scale shall be effective for the period commencing with July 30, 2017 to and including July 31, 2018.

Screen Story Analysts, Local #700			Schedule B	Schedule B		Schedule B
				Special Reading Rate		Treatment Synopsis Rates
			Weekly Guar. - 40 cum. hours; 5-day week; 1½ after 40; Minimum Call - 8 hours; (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)	Employees assigned to special reading. <sup>1</sup> Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours if called)		Employees assigned to Treatment Synopsis; Minimum Call - 8 hours (6 <sup>th</sup> or 7 <sup>th</sup> day in employee's workweek - 8 hours, if called)
Occ. Code No.	Service Brackets <sup>2</sup>	Continuous Employment	Per Hour	Per Hour	Foreign Reading Rate <sup>3</sup>	Per Hour
8301	A	1st 6 mos.	\$36.40	\$39.02	\$46.82	\$48.45
8302	B	7 to 18 mos.	38.81	41.43	49.72	50.51
8304	C	19 to 24 mos.	39.92	42.65	51.18	51.62
8305	D	25 to 42 mos.	41.18	43.80	52.56	52.56
8306	E	43 to 54 mos.	42.37	45.06	54.07	53.76
8307	F	55 mos. and thereafter	43.76	46.40	55.68	54.86

Footnotes applicable to this Paragraph 1.(a)(4) begin below.

NOTE: See Paragraph 4, Fractional Payroll Weeks, covering employment for less than five (5) consecutive days.

- <sup>1</sup>
Special Reading rate will be paid for the following:
- (a) Editorial Work, which shall be deemed to mean any assignment in which the employee is directed to supervise the work of other employees and/or evaluate literary and/or dramatic material from the synopsis of said employees.

(b) Oral Submissions, which shall be deemed to mean any assignment in which the employee is directed to make any synopsis of, and/or written comment upon, any material which is submitted in oral, rather than written form, including the coverage of plays, radio, motion pictures or television broadcasts; provided, however, that if the employee has

available the mechanical means of reproducing such submitted material by either audio or visual means, or has available written material covering such submitted material, then the special reading rate shall not be applicable.

- (c) Detailed Critique or Break-down Analysis, including editorial comment and suggestions ordered by Producer.

#### Legal Comparisons

Legal comparisons, (which shall be deemed to mean written comparisons involving an extensive comparison of two or more literary works prepared for use in court litigation), shall be subject to individual negotiation between the employee and the Producer, but in no event shall such negotiated rate be less than the Treatment Synopsis Rate. Comparisons other than extensive comparisons shall be paid for at a negotiated rate not less than the Special Reading Rate. If the Producer and the employee cannot agree on the terms for any legal comparison, the Producer shall not be obligated to employ persons subject to this Agreement for such work. In such individual negotiations between the employee and the Producer, if the employee so requests, the Business Representative of the Union may represent the employee. This provision shall not be construed to apply to attorneys or paralegals.

#### Treatment Synopsis

In the event that an employee is directed by the head of the Producer's Story Department to make basic alterations involving creation or invention in a literary property or combination of literary properties in the synopsisizing of such literary property or a combination of literary properties: (a) prior to purchase, in order to assist Producer in determining whether the same is suitable for purchase and use by Producer; or (b) at any time subsequent to the purchase of such property or properties or any rights therein by the Producer, then such work when so performed shall be deemed to be a "Treatment Synopsis" and such employee shall be compensated at the "Treatment Synopsis" rate of pay.

No such above work shall be regarded as time spent as a Writer and shall not be counted in accumulating time spent as a Writer in determining whether or not such employee is a qualified Writer at any time thereafter. Provided, however,



that in the event an employee is so directed to and is actually engaged on a "Treatment Synopsis" or a literary property or combination of literary properties at any time subsequent to the purchase of such property or properties (as set forth in (b) above), and the consecutive time so spent by such employee on such assignment is one full workweek or more, then the entire time during which such employee was so engaged upon such assignment shall be regarded as time spent as a Writer and shall be counted in accumulating time spent as a Writer in order to determine whether or not such employee is a qualified Writer at any time thereafter.

It is clearly understood that Producer may employ persons other than Screen Story Analysts to create a "Treatment Synopsis," as above provided, and such persons shall not be subject to the terms of this Agreement.

#### Foreign Translations

Foreign Translations (which shall be deemed to mean the translation into English of literary and/or dramatic material and/or written communications in any language other than English, or the translation of English material into any foreign language), shall be subject to individual negotiation between the employee and the Producer. If the Producer and the employee cannot agree on the terms for any Foreign Translation, the Producer shall not be obligated to employ persons subject to this Agreement for such work. In such individual negotiations between the employee and the Producer, if the employee so requests, the Business Representative of the Union may represent the employee.

- <sup>2</sup> No employee who has completed twenty-four (24) months of cumulative employment in the Motion Picture Industry shall be employed thereafter at less than the "D" Service Bracket rate.

All time completed with Producer in a given Service Bracket shall be treated as time spent in that Service Bracket for the purpose of determining advancement with the Producer to the next Service Bracket, notwithstanding that the employee might have skipped (or only partially completed) an earlier Service Bracket. Employer is not bound to employ employee in the same Service Bracket as that obtained with the preceding employer except to the extent that such service with the preceding employer may be credited to his continuous employment record hereunder.

An employee who, within the three (3) month period preceding his employment hereunder with Producer, has completed two (2) or more months in Service Bracket A or B with another Producer, shall have such service credited to his cumulative employment record with Producer when so employed hereunder, provided that such employee was not discharged for cause by such other Producer.

<sup>3</sup> The Foreign Reading rate will be paid for:

Foreign Reading, which shall be deemed to mean any assignment in which the employee is directed to read and/or synopsise and/or comment upon literary and/or dramatic material written in any language other than English. Such rates of pay shall be twenty percent (20%) higher than the appropriate Special Reading Rate classification.

**2. Classification and Wage Schedule**

Each employee shall be notified at the time of his employment under which classification and wage schedule he is employed. He shall also be notified before any change of classification or wage schedule is effective and such change shall not be retroactive. However, employees may be adjusted retroactively when misclassified. The employee's classification and wage schedule shall be shown on his time card.

**3. Payroll Week**

The full payroll week shall be from midnight Saturday to midnight Saturday.

**4. Fractional Payroll Weeks**

(a) 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 studio weekly rate for each studio workday.

(b) Guarantee of employment:

For Any Day Other than the Sixth or Seventh Day Worked in an Employee's Workweek (including holidays not worked):	8 hours per day; 1½ thereafter at Schedule B rate
Holidays Worked:	Minimum call - 8 hours; Double Schedule B rate

**5. No Clause.**

**6. Minimum Calls**

(a) The minimum call is a guarantee of employment for the number of hours of the minimum call indicated in the wage schedules.

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 the completion of the guaranteed period of employment.

(b) 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.

(c) Minimum calls for Weekly Schedule employees are guaranteed for five (5) consecutive days out of seven (7) consecutive days, commencing with the first of such five (5) days worked, including holidays, during the period of employment.

(d) 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.

**7. Overtime**

(a) All time and one-half, "not less than one and one-half," double time, Golden Hour pay and pay for the sixth or seventh day worked in the employee's workweek and holidays in excess of the Regular Basic Hourly Rate are paid as overtime compensation and shall not be compounded.

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

**8. Workweek; Sixth or Seventh Day Worked in an Employee's Workweek**

(a) The regular studio workweek shall consist of any five (5) consecutive days out of any 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) 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.

If a weekly 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 the International President and the President of the AMPTP for resolution.

(c) Except as provided in this subparagraph, a work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day. The foregoing rule shall not apply in the following situations: (1) If an "on production" employee's fifth day of work in a workweek occurs on a Friday and his shift commences after 8:00 p.m. and overlaps into Saturday, he shall be paid time and one-half for the hours worked on Saturday; and (2) an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid in accordance with the "Provisions for Holidays Worked" under this Agreement for those hours worked on the calendar holiday.

(d) 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.

(e) (1) In situations involving a change of schedule for regularly-scheduled employees, accommodations will be made, to the extent practicable, to avoid a reduction in the number of workdays for the employee, without requiring the employer to pay premium pay.

(2) The Producer shall give reasonable notice of a 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 alternatives shall be available:

(i) As to "off production" employees:

(A) If the Producer and the employee so agree, the employee may work at straight time without having two (2) days off;

(B) The Producer may require employees to take an additional day off (and such scheduling shall not be deemed to constitute a prohibited relay call), thereby avoiding premium pay; or

(C) The Producer must pay the employee time and one-half if it requires the employee to work on the day which would otherwise be the employee's regularly-scheduled day off.

(ii) As to "on production" employees, once during the production of a 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 or two 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.

(iii) In addition to the shift outlined in subparagraph (ii) above, the IATSE agrees that it will not unreasonably deny a request to shift the workweek of production employees without incurring additional costs when a production travels to a new city.

(3) The Producer shall endeavor to make reasonable accommodations for regularly-scheduled employees on payroll who do not wish to change to a new shift that includes Saturday or Sunday as regularly-scheduled workday(s).

(f) The Producer shall not lay off and rehire the same employee within the same workweek for the purpose of avoiding premium pay.

(g) With respect to assignments to regularly-scheduled, five-day-per-week shifts that include Saturday and/or Sunday, the Producer will first solicit volunteers to work such shifts. In the event of an insufficient number of volunteers to fill such positions, the Producer may hire as provided in this Agreement.

(h) Employees who are not on the payroll of the Producer will not be taken off the roster for refusal to accept calls for work on Saturday and/or Sunday. In other cases, the exceptions to roster removal set forth in Paragraph 68 of this Agreement shall continue to apply.

(i) In the event an employee is absent on a regularly-scheduled workday and offers to work an additional day in such workweek to compensate for the day of absence, and the Producer accepts such offer, such employee shall be paid at straight time for such "make-up" day.

(j) In the event a holiday falls on an employee's regularly-scheduled workday and the employee is not required to work on such holiday, but is required to work on either or both of his regularly-scheduled days off in that workweek, such employee shall be paid time and one-half if he works on one of such regularly-scheduled days off and, in addition, shall be paid double time if he also works on the second of such regularly-scheduled days off.

## **9. Holidays**

(a) All employees are paid at their scheduled Regular Basic Hourly Rates. Minimum calls are as specified in Paragraph 1 above.

An employee shall not be taken off a weekly schedule solely for the purpose of evading the holiday obligation under this Paragraph.

(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. Martin Luther King Day shall be added as a holiday if the Producers agree in negotiations with either the Directors Guild of America, the Screen Actors Guild-American Federation of Radio and Television Artists or the Basic Crafts Unions (*i.e.*, I.B.E.W., Local #40; Plumbers, Local #78; Teamsters Local #399; Laborers, Local #724 and Plasterers, Local #755) to add same as an additional holiday.

### **(c) Provisions for Holidays not Worked**

#### **Weekly Employees**

Employee shall receive work time credit for each holiday not worked in an amount equal to the number of hours such employee normally works on the calendar day on which the holiday falls. Said amount shall be paid as compensation for readiness to perform services even though no actual work is required.

(d) Provisions for Holidays Worked

As to Weekly Employees, hours worked shall be included as work time. In addition, employee shall receive pay at the Regular Basic Hourly Rate for the number of hours worked.

(e) The total amount of salary paid in the period January 1, 2015 to and including December 31, 2015, in the period January 1, 2016 to and including December 31, 2016 and in the period January 1, 2017 to and including December 31, 2017 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) "Weekly schedule of pay," in the case of a Weekly Schedule employee with a basic hourly rate and a specified number of hours in the workweek, shall be deemed to mean the scheduled pay for such specified hours only. A day's holiday pay for such schedule shall be considered as one-fifth (1/5) of such weekly schedule rate of pay for studio workweeks.

(2) No Clause.

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

(4) The applicable percentage computation described under this subparagraph (e) above 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 make vacation and/or holiday payments 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 pay for vacations and/or holidays 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 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 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 check(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 the 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 vacation and/or holiday 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. 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 vacation and/or holiday pay will be sent to the Motion Picture Industry Pension Plan.

(F) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan 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 holiday and/or vacation 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 Motion Picture Industry Pension Plan. 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 Motion Picture Industry Pension Plan.

(E) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan 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 IATSE.

**10. Call-backs**

Rest periods following dismissal shall be eight (8) hours for "Off Production" employees, except that for "Off Production" employees who report for work outside a studio but within the studio zone (or secondary studio zone), the rest period shall be ten (10) hours; nine (9) hours for "On Production" employees at the studio; ten (10) hours following any day worked within the studio zone (or secondary studio zone) for an employee who reports for work outside a studio but within the studio zone (or secondary studio zone); nine (9) hours for "On Production" employees on nearby locations; and eight (8) hours for "Off Production" employees on nearby locations.

Intervening time of less than five (5) hours between dismissal and call-back for work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) 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 Period Following Dismissal		
Classification	Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek	Sixth or Seventh Day Worked in an Employee's Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ 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 Paragraph 1.

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

## **11. Golden Hour Provisions**

The following Golden Hour provisions shall be applicable only if the employee is directed by his Department Head to work in excess of twelve (12) consecutive elapsed hours:

(a) (1) In a shift of work all of which occurs solely on the premises in a studio, or if a Story Analyst is instructed by his Department Head to perform the duties of a Story Analyst at home, all time worked in excess of twelve (12) consecutive hours (including meal period) from the time of reporting for work shall be Golden Hours and shall be paid at the following rates:

Occurring on Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two (2) times the scheduled Regular Basic Hourly Rate.

Occurring on the Sixth Day Worked in an Employee's Studio Workweek: Three (3) times the scheduled Regular Basic Hourly Rate.

Occurring on the Seventh Day Worked in an Employee's Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate.

(2) For "on production" employees only who are employed on television productions and whose shift of work occurs solely on the premises in a studio, or at a studio zone (or secondary studio zone) location, or at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location, golden hours as provided in subparagraph (1) above 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 otherwise be paid for in accordance with subparagraph (1) 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 the applicable duration. 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 studio zone (or secondary studio zone) location, at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location.

If an employee reaches the Golden Hour rate applicable to the seventh day worked and continues to work past midnight on such seventh day worked, such rate shall apply until the employee is dismissed for a period of five (5) or more consecutive hours. If such dismissal is for five (5) or more hours but less than eight (8) hours, the employee shall revert to the regular weekday Golden Hour rate until he is dismissed for a period of eight (8) consecutive hours.

(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 FIVE (5) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS BETWEEN FIVE (5) HOURS AND THE END OF THE APPLICABLE REST PERIOD	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK EXCEEDS THE APPLICABLE REST PERIOD
(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) No Clause.

(e) 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, in the event of a forced call, Golden Hours may be used to fulfill minimum call guarantees on the day(s) of the forced call.

**12. Speculative Work**

Persons who have been adjudged qualified by the Qualifications Committee will not be required to perform work on speculation in order to be employed.

**13. No Clause.**

**14. Prior Notice of Layoff, Voluntary Resignation or Quit**

Employees who have been employed by Producer for six (6) or more consecutive months shall receive five (5) working days advance notice of layoff from Producer. The Producer shall receive from such employee five (5) working days advance notice in the event such employee resigns or quits.

**15. Change and Cancellation of Calls**

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

**16.-18. No Clauses.**

**19. Pay-off Requirements**

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

(b) Pay checks will only be mailed upon written request on forms to be made available to employees. Such request form shall conform to the request form set forth in Section 201 of the California Labor Code.

(c) If, due to the fault of the Producer, an employee does not receive wages or salary on a timely basis, the Producer shall, within three (3) days after being so notified by the employee, issue a check in payment of same to the employee.

(d) The Producer agrees to use its best efforts to break down overtime payments on the employee's pay check stub and to show amounts paid as meal penalties.

## **20. 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 DGA 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 AMPTP and three (3) representatives designated by the IATSE.

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 only for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

(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 (1/2) hour meal delay or fraction thereof.....	\$8.50
Second one-half (1/2) hour meal delay or fraction thereof.....	\$11.00
Third and each succeeding one-half (1/2) hour meal delay and 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.

**21.-53.     No Clauses.**

**II.     GENERAL CLAUSES**

**54.     Overscale Employees**

Rates of pay of overscale employees shall not be reduced by reason of this wage agreement.

**55.-56.     No Clauses.**

**57.     Earnings Reports**

At the end of each quarter, the Producer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter.

**58.     No Clause.**

**59.     Studio Pass**

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such pass will permit driving the Representative's car into the Producer's studio, lot or ranch, provided such is the custom and practice. Such Representative shall be permitted



to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the Union during working hours without prior notice.

**60. Stewards**

The Business Representative of the Union may appoint one Steward at each studio, lot and/or location site to inspect all working conditions affecting the terms of this Agreement. Any member so appointed shall be permitted to perform these duties provided that such duties do not interfere with his work or with production activities.

**61. No Clause.**

**62. Safety**

(a) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on each employer (herein referred to as the Producer) to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every employer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his own actions and conduct; no person (employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including himself, in such employment or place of employment.

(b) Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the

realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees.

(c) It is also agreed that when unresolved or continuing disputes exist regarding Safety and Health compliance, non-compliance or interpretation therein of Title 8, Chapter 4, Subchapter 7, General Industry Safety Orders, said disputes shall be referred to the AMPTP and CSATF-administered Labor-Management Safety Committee for review, investigation, interpretation and advisory recommendations to the Employer(s). The CSATF-administered Labor Management Safety Committee is the industry-wide Safety Committee consisting of the IATSE and its West Coast Studio Local Unions, the Basic Crafts Unions, the Screen Actors Guild–American Federation of Television and Radio Artists, the Directors Guild of America and representatives of the Producers. It is understood that it is not the responsibility of the Safety Committee, or any member of the Committee, the IATSE or its Local Unions, the Basic Crafts, CSATF or the AMPTP to implement or comply with any such recommendations.

(d) The Labor-Management Safety Committee shall meet at least once a month.

(e) The cost of the Labor-Management Committee will be borne by CSATF.

(f) A separate bulletin shall be issued by the AMPTP to provide the following:

(1) The Producers reaffirm their commitment to regularly inspect the studio working areas and to establish preventive maintenance procedures to assure safe working conditions.

(2) Complaints of unsafe conditions will be promptly investigated by the Producer and appropriate action will be taken if the Producer finds that an unsafe condition does exist.

(3) Each Producer will designate an individual as the responsible safety officer for its respective studio, facility, laboratory or location site. Except on location, each safety officer will have a well-publicized "hot-line" phone number which employees can anonymously call to alert management to any existing safety problems which may require correction.

(4) The Producers will provide access to all working areas to the Safety Director of CSATF so that he will periodically inspect same.

(5) Communication regarding safety policy will be made available to all affected employees directly or by posting on bulletin boards.

(g) Concerns stemming from the use of smoke on sets shall be referred to the industry-wide Safety Committee for resolution.

**63.-65. No Clauses.**

**66. Non-Discrimination**

The parties agree to continue to comply with all applicable federal and state laws relating to non-discriminatory employment practices.

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

**67. No Clause.**

**68. Seniority**

(a) Maintenance of Industry Experience Roster

Under prior collective bargaining agreements, signatory Producers have established an Industry Experience Roster, which will be maintained under this Agreement, composed of the names of employees subject to this Agreement who were included on said roster on July 31, 2015 and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth below, including employees who actually performed services hereunder in one or more of the job classifications covered by this Agreement in the production of motion pictures in the motion picture industry in Los Angeles County or employees who have been hired hereunder in said County and performed such services outside said County.

The physical maintenance of said roster shall be under the supervision of CSATF.

The Industry Experience Roster shall consist of a single seniority group.

In order to qualify for placement on the Roster, a person must work in any of the job classifications covered by this Agreement at least thirty (30) actual workdays collectively with one or more Producers within a period of three hundred sixty-five (365) consecutive calendar

days immediately preceding the date such employee applies for the Roster. Any individual making application to be placed on the Industry Experience Roster must perfect the application no later than one (1) year following the date of the last work day to be considered as qualifying experience. The parties hereby confirm that I-9 information must be provided to CSATF as a condition of placement on the Industry Experience Roster. Notwithstanding the foregoing provisions of this Paragraph, if an individual working under an O-1 or O-2 visa applies for placement on the Industry Experience Roster, such application shall be held in abeyance until such time as the individual is again available to be engaged to perform work covered under the IATSE Basic Agreement or the Videotape Supplemental Agreement.

A trainee who has satisfactorily completed his training pursuant to the Department of Labor JOBS Training Program, as determined by the Joint Training Committee, shall have his name added to the Industry Experience Roster in the appropriate classification and the provisions of Article 3 ("Union Security") shall then become applicable to such trainee.

(b) Hiring, Layoff and Rehire

The Producer shall give preference of employment to qualified available persons within the job classifications covered by this Agreement as follows:

Such preference of employment in hiring and rehiring shall be given in the said job classifications to qualified persons as follows: First, to such qualified available persons whose names are listed on the Industry Experience Roster; in the event there are insufficient available qualified persons listed on the Industry Experience Roster to meet the employment needs of Producer in said classifications, Producer may secure employees from any source.

In the event of layoffs in such job classifications, the Producer will first lay off all employees in such job classifications not listed on the Industry Experience Roster; and, then, employees in such job classifications who are listed on the Industry Experience Roster. The above layoff provisions, with respect to Weekly Schedule employees, shall be effective as of the completion of such employees' current assignment.

Unless otherwise provided in this Agreement, each qualified person listed on the Industry Experience Roster shall have preference of employment, as above provided, equal to the preference of employment of all other qualified persons listed on the Industry Experience Roster

and the Producer shall have complete freedom of selection from among such persons for the purpose of hiring, layoff and rehiring.

In administering hiring, layoff and rehiring, the Producer, upon giving advance notice to the Local Union, may (1) call, retain or recall out of Industry Experience status an employee because of his special studio experience, skill and qualifications for the duties and/or equipment necessary for operation; or (2) call or recall, and thereafter retain, out of Industry Experience status an employee because there are insufficient qualified available persons on the Industry Experience Roster, as above provided.

In the event that it is not possible for the Producer to give such advance notice to the Local Union, Producer may so call, retain or recall out of Industry Experience status, as above provided, but shall notify the Local Union as soon as possible thereafter. If no protest is presented to Producer by the Union Representative within twenty-four (24) hours after receipt of such notice, Saturdays, Sundays and recognized holidays excepted, the protest shall be deemed to be waived. If the Union shall protest, the Union Representative shall promptly discuss with the Director of Industrial Relations of Producer the application of such exception and settle the dispute if at all possible.

In the event of a failure to settle the dispute in the discussion, as provided above, the matter shall be subject only to the expedited arbitration procedure provided for in Article 7, and shall be heard within three (3) working days from the time of notification by the Union to CSATF of the failure to settle such dispute. Such procedure shall be limited as herein provided. Failure or refusal of such representative of either party to meet at the appointed time shall constitute an automatic and final withdrawal or approval of the protest, as the case may be.

If, in such expedited arbitration procedure, it is determined there was no need so to call, retain or recall an employee out of Industry Experience status, the arbitrator may require Producer to forthwith employ a person in Industry Experience Roster status. If the matter is so determined, the individual may be immediately awarded back pay, if any, but in no event more than three (3) days back pay. No other penalty may be imposed on the Producer. The decision in such expedited arbitration shall be final and binding and the expedited arbitrator's authority to decide shall be limited to the issue and remedy herein provided. The above procedure shall be the exclusive remedy for any dispute arising under this Paragraph and such dispute shall not be subject to the provisions of Article 7 of this Agreement.

(c) Removal of Person from Producer's Industry Experience Roster

(1) (i) A person shall be removed from the Industry Experience Roster if such person has not been employed for at least one (1) day within the crafts and classifications of work of such Roster under this Agreement, the Videotape Electronics Supplemental Basic Agreement, the 2012 Supplemental Digital Production Agreement or the Commercial Film Supplemental Agreement within a consecutive three (3) year period. In such event, CSATF will notify, in writing, the Local Union and the involved person at his last known address of the intended removal and specify the date of such removal. Such notice shall be given not less than fifteen (15) business days prior to removal of such person from the Industry Experience Roster.

(A) The IATSE or a Local Union designated by the IATSE and/or the involved person shall have the right to challenge the removal based on good and sufficient cause existing for the person's being unavailable for employment under the Agreement within the three (3) year period, by submitting a written protest within twenty (20) business days following receipt of the notice of intention to remove the individual from the Roster. If no protest is filed within said time period, the right to protest is waived. In the event of a protest, the person's name will not be removed from the Industry Experience Roster until the matter has been determined.

(B) In the event of a protest involving removal of a person from the Industry Experience Roster pursuant to this subparagraph (c)(1)(i), the provisions of Paragraph 68(g) shall apply, except that the award of the arbitrator shall be rendered in writing within twenty (20) days after the conclusion of the hearing, unless the time is expressly extended by CSATF and the IATSE.

(C) For purposes of this provision, a person shall be deemed to have "good and sufficient cause" for being unavailable for employment for any of the following reasons:

(1) Such person was employed in a labor relations position by the Alliance of Motion Picture and Television Producers; the Association of Motion Picture and Television Producers, Inc.; Contract Services Administration Trust Fund; the Motion Picture Industry Pension and Health Plans; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada; any of the IATSE West Coast Studio Local Unions; or any other labor organization recognized by the member companies of the Alliance of

Motion Picture and Television Producers as the bargaining representative for an appropriate unit of employees employed in the motion picture industry.

(2) Such person was employed by any Employer who is a member of the multi-employer bargaining unit which consists of those companies listed in the 2015 IATSE Basic Agreement and those Producers which have effectively consented to be part of the said multi-employer unit.

(3) Such person had a disability which prevented him from performing work assigned to the craft(s) or classification(s) in which he was formerly employed.

(4) Any other good and sufficient cause as determined by the arbitrator in accordance with the foregoing procedures.

(ii) The parties confirm that an employee on permanent disability status with one Producer will be removed from the Industry Experience Roster in that craft and may not work for another Producer in that craft.

(2) A person may be removed by the Producer from its Industry Experience Roster for any of the following reasons:

(i) Discharge by the Producer for cause. Producer will immediately notify employee and Local Union, and will reduce the cause for discharge into writing and mail or deliver same to the employee, the Local Union and CSATF. In the event the discharge is not protested in writing within ten (10) calendar days from receipt by the Union of notice (excluding Saturdays, Sundays and holidays), the discharge shall be deemed to be for cause and shall not be subject to the grievance procedure hereunder or any other procedure. If such protest is made within such ten-day period, it shall immediately be submitted to Step One of the grievance procedure in Article 7. Either party may, within the time provided in Step One, elect to go either (i) to Steps Two and Three of the grievance procedure; or (ii) directly to expedited arbitration. The selection by either party of expedited arbitration shall prevail. Three (3) discharges for just cause shall subject the employee to automatic removal from the Industry Experience Roster.

(ii) If an employee is called three (3) times by the Producer and refuses such calls, the Producer will give written notice to the Local Union of such employee's failure to accept such calls and the Union will be given seven (7) days to ascertain the reason for such

employee's refusals. After seven (7) days have elapsed after receipt of notice by the Union, if such employee fails again to accept a call by the Producer, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to such employee.

(iii) Voluntary resignation. The Union shall be notified of the employee's action.

(iv) In the event a person called by the Producer accepts the call and fails or refuses to report for work after accepting such calls on two (2) occasions during the term of this Agreement, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to the employee. The Producer agrees to notify the Union in writing of such employee's first failure to work after accepting such call.

(v) Not hired or laid off and not rehired, under the terms and conditions of this Agreement, within a period of nine (9) consecutive months.

(vi) Absence because of illness exceeding one (1) year, provided the Union receives written notice before the employee is taken off the roster.

(vii) Retirement under the Motion Picture Industry Pension or private company pension plan; however, the Employer may employ such employee as though he had not been removed from such roster.

(viii) Death.

(3) A person on the Producer's Industry Experience Roster who is called for work and is properly unavailable for work may be temporarily removed from such Roster until he notifies the Producer of his availability. During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person.

(4) The Local Union may advise CSATF of the name of any person who has not complied with the obligations of Article 3 of this Agreement within sixty (60) days following such person's placement on the Industry Experience Roster. The Local Union shall also provide CSATF with documentation indicating that the employee has been given the opportunity, as required by law, to pay to the Local Union any delinquent fees and/or dues required by law. In such event, the person



shall be deemed unavailable for employment and his name shall be removed from the Industry Experience Roster.

In the event of a protest involving removal of a person from the Industry Experience Roster pursuant to this subparagraph (4), the provisions of Paragraph 68(g) shall apply.

Any problems caused by or relating to the administration of this subparagraph (4) shall be referred to IATSE President Matthew D. Loeb, or his designee, and to AMPTP President Carol A. Lombardini, or her designee, for resolution.

(5) A person on the Industry Experience Roster who fails to successfully complete legally required industry safety training courses, by a date to be agreed upon between the IATSE and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Roster. During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person. Such person shall be reinstated to his/her former position on the Roster upon successful completion of said courses and/or training.

(d) Absences

For the purposes of this Paragraph 68, an employee who has been employed in any of the job classifications covered by this Agreement shall not be removed from the Industry Experience Roster for any of the following reasons:

(1) Absence because of illness not exceeding one (1) year;

(2) Absence because of military service;

(3) Absence because of service (in the same line of occupation pursued by the employee in the motion picture industry) for the United States Government on any research projects for the defense of the United States, provided such employee was expressly recruited by authorized government representatives for such service;

(4) Employment in a paid full-time job in Los Angeles County, California by the IATSE or a Local Union of the IATSE subject to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement;

(5) Employment by the Producer as a supervisor when employee has had previous work and experience in the motion picture industry in the job classifications covered by this Agreement.

The burden of proving the above absences from service with Producer shall be on the employee.

(e) Establishing Eligibility

In order for any eligible person to be placed on the Industry Experience Roster of Producer, such person shall make written application to be placed on such Roster on application forms provided for such purpose.

Any person claiming to have fulfilled the Industry Experience Roster requirements shall have the burden of establishing and proving such claims.

With respect to calls for work, the Producer's call record shall be prima facie evidence of the fact that such person was called and said call record shall be available for inspection by the Union.

(f) Roster Certification Form

The Producers and the Union have jointly developed a form for use by all Employers to notify CSATF that an individual is being certified for Roster placement. The form includes provisions for:

- (1) The number of qualifying days worked by the employee;
- (2) The roster classification within which the employee worked; and
- (3) A notation whether the work performed was satisfactory or unsatisfactory.

(g) Roster Arbitration Procedure

Disputes regarding the placement of any person on, or the removal of any person from, the Industry Experience Roster arising from the contention that the person is not eligible to be placed on the roster, or from the contention that the person should be removed from the roster, under the applicable Agreement shall be resolved in the following manner:

(1) CSATF shall notify the IATSE and the Local Union involved of its intention to place a person on or remove a person from the Industry Experience Roster. In the case of a placement, CSATF's notice shall contain the individual's name, address, telephone number and social security number, provided CSATF possesses such information. In a case involving the removal of a person from the roster, CSATF shall also notify the involved person at his last-known address. The IATSE or the Local Union may protest the intended action of CSATF within ten (10) business days, in the case of a placement, or within twenty (20) business days, in the case of a removal, by a written notice to CSATF. The IATSE and the affected Local Union shall have the right to challenge any roster placement with respect to the qualifications required pursuant to subparagraphs (f)(1) and (f)(2) above. In a case involving the removal of a person from the roster, the person to be removed shall also have the right to challenge the removal. In the event of a protest, CSATF shall notify the Producer(s) involved, the Local Union and the person. The person will not be placed on or removed from the roster until the matter has been determined. Upon such protest, a hearing shall be scheduled before the impartial arbitrator. If no protest is filed within ten (10) or twenty (20) business days, as the case may be, the respective parties waive the right to protest.

(2) The IATSE and the Producers agree to submit to final and binding arbitration, before the impartial arbitrator, disputes involving the placement of any person on the Industry Experience Roster in accordance with this Article. The IATSE and CSATF agree to submit to final and binding arbitration before the impartial arbitrator disputes involving the removal of any person from the Industry Experience Roster.

(3) The IATSE and Producers select Fredric Horowitz to act as the impartial arbitrator in all cases submitted to arbitration under this Article involving disputes regarding the placement of any person on the roster, and Mark Burstein as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act. The IATSE and CSATF select Fredric Horowitz to act as the impartial arbitrator in all cases submitted to arbitration under this Article involving disputes regarding the removal of any person from the roster, and Mark Burstein as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act. In the event that both the impartial arbitrator and the alternate arbitrator are unable or unwilling to act, the arbitrator shall be selected by mutual agreement of the IATSE and the Producers, in a case involving the placement of any person on the roster or, in a case involving the removal of any person from the roster, by mutual agreement of the IATSE and CSATF.

(4) In an arbitration conducted pursuant to this Article involving the placement of any person on the Roster, CSATF shall participate as an administrative witness and a custodian of records, and the IATSE or a Local Union designated in writing by the IATSE shall represent the IATSE. Any person whose intended roster placement is involved in such dispute shall be entitled to have his own counsel at his own expense present at the arbitration. This provision shall not be construed as conferring upon such person the rights of a third party to the arbitration, and such arbitration will be solely between the Producer(s) and the IATSE.

In an arbitration conducted pursuant to this Article involving the removal of any person from the Roster, CSATF shall participate as a party, and the IATSE, or a West Coast Studio Local Union designated in writing by the IATSE, shall represent the IATSE. Any person whose intended roster removal is involved in such dispute shall be entitled to have his own counsel at his own expense present at the arbitration.

(5) The impartial arbitrator shall hold a hearing in a case involving the placement of any person on the Roster within ten (10) business days after receipt of a request from the IATSE or Producer(s). The impartial arbitrator shall hold a hearing in a case involving the removal of any person from the Roster within ten (10) business days after receipt of a request from the IATSE and CSATF. Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.

(6) The award of the arbitrator shall be rendered in writing within ten (10) business days after the conclusion of the hearing unless the time is expressly extended by the Producer(s) and the IATSE, in a case involving the placement of any person on the roster, or by CSATF and the IATSE, in a case involving the removal of any person from the roster. The written award of the impartial arbitrator shall be final and binding upon the IATSE and its West Coast Studio Locals, CSATF, the Producer(s) and any person whose roster placement or removal is at issue. In the event that the award of the impartial arbitrator is to place the individual's name on the roster, the person's roster date shall be retroactive to the date that said person would have been placed on the roster but for said protest.

(7) The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by the Producer(s) and by the IATSE in cases involving the placement of any person on the roster or,

in cases involving the removal of any person from the roster, by CSATF and the IATSE. All other costs and fees shall be borne by the party incurring the same.

(h) Posting

Said Industry Experience Roster as compiled by the Producer shall be posted by the Producer as soon as practical on the bulletin board in the applicable studio departments. A copy of such Roster shall be furnished to the Union and the Union shall post a copy of such Roster on the bulletin board at its designated business office as soon as practical.

Such roster, when posted, shall remain posted for a period of thirty (30) days.

Any objections by the Union or any person affected to the contents of such roster as so posted shall be made, in writing, to the Producer within such thirty (30) days and, if not so made, shall be deemed to be waived.

The said roster shall be revised from time to time as required.

**69. Substituting for Department Head**

Whenever the Producer designates a Story Analyst to substitute for a department head, assistant department head or executive not subject to this Agreement, for periods of time such as vacations, extended leave of absence or prolonged illness, such employee will be paid, during the substitution period, as additional compensation, a bonus of fifteen percent (15%) of the Story Analyst's regular rate, but in no case more than the current rate of the person for whom he substitutes.

**70. Reporting of Accidents**

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident.

**71. 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 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.

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

72. Vacations

(a) Vacations with pay will be granted according to the following plan:

*Straight Time Days Worked in Preceding Year	Days of Vacation With Pay in Succeeding Year
Over 200	10 (maximum)
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

Employees with 50% Additional Vacation Pay (See (e) below)		
1,888.0 and over	(inclusive)	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)

Employees with 50% Additional Vacation Pay (See (e) below)		
Between	244.8 and 371.1 (inclusive)	2
Between	118.4 and 244.7 (inclusive)	1
118.3 and under	(inclusive)	0

\*One workday shall be counted for each paid vacation day.

\*\*Employees who are employed less than twenty-one (21) days and who do not qualify for a day's vacation pay under this provision shall be paid vacation pay as follows:

Weekly Schedule Employment: 4% of guaranteed weekly earnings.

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

Schedule B Employees

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

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

(1) Schedule B Employees: one (1) day is equal to eight (8) hours average pay at straight time.

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

(d) 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

Commencing with vacations earned in the year 1979 and payable in the year 1980 and thereafter, 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;<sup>4</sup> the term "straight time" days shall be deemed to include the five (5) or six (6) days of employment, as the case may be, specified under the respective five (5) or six (6) day cumulative weekly schedules.

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

Commencing with October 26, 1955, such weekly or daily employees who become eligible on or after such date, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money

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<sup>4</sup> The term "eligible year" shall be applied in the following manner with respect to calendar year 1988 to take account of the WGA strike: As to calendar year 1988 only, an employee shall be deemed to have an "eligible year" if he has worked at least seven-twelfths (7/12) of the number of days otherwise required under Paragraph 72(e) to attain an eligible year. Thus, any employee who has worked 58 or more "straight time" days for Producer during calendar year 1988 shall be deemed to have an "eligible year" for purposes of the additional vacation provision.



based upon the applicable weekly or daily employee<sup>5</sup> 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 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<sup>6</sup> 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.

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<sup>5</sup> 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), above, of this Paragraph 72.

<sup>6</sup> For purposes of calendar year 1988, the "more than one hundred fifty (150) 'straight time' days" requirement shall be reduced to "more than eighty-eight (88) 'straight time' days" to take account of the WGA strike.

(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.

(e) 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) Days that would otherwise constitute the sixth or seventh day worked in an employee's workweek 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 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 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 make vacation and/or holiday payments pursuant to subparagraph (e)(10)(ii) below may instead elect on a production-by-production basis to pay on a weekly basis.

(ii) Producers that currently pay for vacations and/or holidays 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 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 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 Producer 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 vacation and/or holiday 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. 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 holiday and/or vacation 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 Motion Picture Industry Pension Plan.

(6) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan 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 Motion Picture Industry Pension Plan. 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 Motion Picture Industry Pension Plan.

(5) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan 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/or holiday pay currently on a weekly basis unless other arrangements are made by them with the IATSE.

### **73. Jurisdictional Disputes**

The Union agrees to cooperate in good faith with the Producer and other Local 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.

#### **73.1 Letter of Understanding re Procedure for Implementing Paragraph 73**

(a) If a jurisdictional dispute should arise between or among the West Coast Studio Local Unions, it will be submitted to the IATSE for resolution.

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

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

### **74. Severance Pay**

#### **(a) General**

(1) (i) An employee employed by the Producer under this Agreement or its predecessor agreements for one or more qualified years (as defined in subparagraph (f) hereof) whose employment is severed after August 1, 2015; or

(ii) an employee who had at least one (1) qualified year (as defined in Paragraph 74(f) of this Agreement) as of August 1, 1985 who has made the required application for retirement to the Motion

Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan and who retires

shall receive the applicable severance pay set forth below (as modified by subparagraphs (c) and (d) hereof) unless such employee is disqualified for severance pay purposes pursuant to subparagraph (e) hereof.

Qualified Years	Number of Weeks of Severance Pay
1-2	1
3-4	2
5-8	3
9	4
10	5
11-12	6
13-14	7
15	8
16	9
17	10
18	11
19	12
20	13

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.

(2) Ninety (90) elapsed days after severance occurs such employee shall be entitled to:

(i) one (1) week of said severance pay if he has two (2) or less qualified years as of date of severance;

(ii) two (2) weeks of said severance pay if he has three (3) or more qualified years as of date of severance; provided, however, such employee shall not receive such severance pay if within such ninety (90) day period he receives the following employment by Producer:

(A) five (5) days' employment, not necessarily consecutive, if he has one (1) or two (2) qualified years as of the date of such severance;

(B) eight (8) days' employment, not necessarily consecutive, if he has three (3) qualified years as of the date of such severance;

(C) ten (10) days' employment, not necessarily consecutive, if he has four (4) or more qualified years as of the date of such severance.

(3) If such employee entitled to severance pay after ninety (90) elapsed days has five (5) or more qualified years as of the date of severance, he shall be entitled to the balance of his accrued severance pay ninety (90) elapsed days following the completion of the first ninety (90) day period, unless during the second ninety (90) day period he receives fifteen (15) days' employment by Producer, not necessarily consecutive.

(4) Notwithstanding the provisions of subparagraphs (2) and (3) above, an employee who retires in accordance with subparagraph (a)(1)(ii) above shall receive severance pay within thirty (30) days following his retirement.

(b) Payment of Full Severance Pay

Once an employee has received full accrued severance pay, pursuant to subparagraph (a) above, he shall thereafter be a new employee for severance pay purposes and future computation of qualified years shall apply only to employment by Producer, if any, after the receipt of such full severance pay.

An employee who retires pursuant to subparagraph (a)(1)(ii) above and receives his full accrued severance pay shall be removed from the Industry Experience Roster and the Studio Seniority Roster of the Producers.



(c) Offset

If an employee on the date of severance of employment with Producer after January 31, 1961 would otherwise already have five (5) or more qualified years with Producer, he shall be entitled to the total number of weeks of severance pay, as provided in (a) above, less an "offset" in the number of weeks of any severance pay he received from Producer before January 31, 1961 in connection with employment which is considered in the computation of such qualified years or with "bridged" years as referred to in subparagraph (f) hereof. This "offset" shall apply only towards payments due after the completion of the second of two ninety (90) day periods referred to in subparagraph (a)(3) above. In this instance, payment by Producer of full severance pay to employee prior to January 31, 1961 shall not break the employee's employment with such Producer for purposes of computing consecutive qualified years hereunder.

(d) Reduction of Severance Pay Amounts

Any severance pay paid to an employee after January 31, 1961 shall correspondingly reduce the total number of weeks of severance pay to which he is thereafter entitled before again becoming a new employee hereunder. An employee who receives or has received full severance pay hereunder after January 31, 1961 shall be considered to be a new employee thereafter for severance pay purposes.

(e) Disqualification for Severance Pay

Employees hereunder shall be disqualified for severance pay in accordance with the provisions of subparagraphs (1) and (2) below.

(1) Refusal of Offers of Employment

If an employee rejects an offer of employment from Producer hereunder during either of the ninety (90) day periods referred to in subparagraph (a)(3) hereof, such employee shall lose his qualification for severance pay and, if subsequently rehired, shall be rehired as a new employee for severance pay purposes. If any employee was not available or could not be reached when called for work by Producer, he shall be deemed to have rejected an offer of employment; provided, however, that:

(i) Producer shall be obligated, in the event of such rejection or unavailability, to notify the Union on the same day by telephone unless the Union office is not open, in which case such

notification must be made on the next following workday, and to confirm such call by letter posted on the day of such notification to the Union.

(ii) If Producer is unable to reach the employee (including such inability to reach because no one answers employee's phone), Producer shall be obligated to telephone the Union and request the Union to make the call, in which event the Union shall either promptly confirm to the Producer by telephone its inability to reach the employee or advise the Producer by telephone that it has reached the employee and of the results of such call.

(iii) It is recognized that in certain circumstances it may be difficult for an employee 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 at which 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 would be given so that the employee would not lose his severance pay credits. To this end, it is the intent of the parties hereto that if an employee who is qualified for severance pay has been laid off by a studio and, within either of the ninety (90) day periods 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 either of such ninety (90) day periods shall be deemed 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 such employee is again recalled within either of the ninety (90) day periods 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 the Producer, then such rehire shall be as a new employee for severance pay purposes, except that if the employee's call was on a daily basis, there may be two (2) extensions of either of the ninety (90) day periods by reason of inability to accept calls because of employment elsewhere in the motion picture industry.

(iv) If 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 date 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, if

he is subsequently rehired, shall be a new employee for severance pay purposes.

(2) Severance Beyond Control of Producer

In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements, strike,<sup>7</sup> walkouts, labor dispute, 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 beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay arising out of the completion of both of the ninety (90) day periods following such severance. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified for severance pay.

(f) Qualified Years

As used herein, the term "qualified years,"<sup>8</sup> with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, in each of which the employee has been employed by Producer for two hundred (200) or more work days (including paid vacation days as work days); it being understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed for less than two hundred (200) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be "bridged" for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Producer for two hundred (200) or more work days shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such

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<sup>7</sup> The 1988 strike by the Writers Guild of America shall not be considered a disqualifying event for purposes of severance pay. Instead, any periods provided in Paragraph 74 shall be tolled for the duration of the WGA strike (March 7, 1988 through August 7, 1988).

<sup>8</sup> The definition of a "qualified year," for purposes of this Paragraph 74(f), shall be applied in the following manner with respect to calendar year 1988 to take account of the Writers Guild of America strike: As to calendar year 1988 only, an employee shall be deemed to have a "qualified year" if he has worked at least seven-twelfths (7/12) of the number of days otherwise required under this Paragraph to attain a "qualified year." Thus, any employee who has worked one hundred seventeen (117) or more work days during calendar year 1988 shall be deemed to have a "qualified year" for purposes of this provision.

leave and provided, further, that the computation of qualified years shall be subject to the following exceptions:

(1) If an employee is determined to have less than two (2) qualified years, he shall be credited with a qualified year only if, in addition to having been employed for at least two hundred (200) or more days in the three hundred sixty-five (365) days immediately preceding his date of severance, he shall have been employed for at least one (1) day during the first six (6) months of the eighteen (18) month period immediately preceding his date of severance, in which case he shall be credited with one (1) qualified year.

(2) Any period of two hundred seventy (270) consecutive days commencing prior to January 31, 1961 in which such employee was not actually employed by Producer will be deemed to have broken the employment record of such employee and no period prior to the completion of such two hundred seventy (270) days shall be considered in determining qualified years of such employee.

(3) With respect to any severance of employment of an employee which occurred between February 1, 1961 and January 31, 1965, both dates inclusive, the passage of two hundred seventy (270) days following such severance in which such employee was not employed and did not receive an offer of comparable employment under the terms and conditions specified in the predecessor collective bargaining agreement of this Agreement shall result in his being a new employee for severance pay purposes upon the completion of such two hundred seventy (270) day period.

(4) If an employee on the date of the severance of his employment under this Agreement after January 31, 1961 with Producer would otherwise have had one (1), two (2), three (3) or four (4) consecutive "qualified years" with Producer, but had received full severance pay prior to February 1, 1965, then he shall be deemed to be a new employee for severance pay purposes after being rehired 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.

(g) Severance Obligation of Successor Company

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 as a result of such successor company's acquisition of Producer. 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.

(h) Presentation of Claim for Severance Pay

Any claim for the payment of severance pay, not presented to the Producer within three hundred sixty-five (365) calendar days after the date upon which the employee is qualified under this Paragraph for such severance pay, shall be deemed to be waived.

**75. No Clause.**

**76. Re-employment of Former Labor Union Officers**

Any employee who has been employed by the Producer for the twelve (12) consecutive months (and has actually received pay for two hundred (200) or more days in that period) immediately prior to the date of his election or appointment to a paid full-time job with a labor organization in the motion picture industry shall be re-employed in his former job within ninety (90) days after leaving his Union position, on the same basis and seniority as though he had never left such job with Producer. Provided, however, that such job is available at the time of request for re-employment; that the job is not then held by an employee holding a personal service contract; that the employee, in the opinion of the Producer, is qualified and able to perform the duties required in such job, and that such employee has made application within thirty (30) days of leaving his Union position.

If such position has been abolished or the labor requirements of the Producer have materially changed, then subject to the above conditions, the Producer will give such employee preference of employment for any job available within the classifications of the bargaining unit.

**77. Return of Transferred Employee to Bargaining Unit**

Any employee of the Producer subject to this Agreement who is transferred or promoted to a position with Producer outside the classifications of the bargaining unit may, at the sole discretion of the

Producer, upon the termination of such transfer or promotion, be restored to a position within the classifications of the bargaining unit on the same basis and seniority as though he had never been transferred or promoted from such bargaining unit. Provided, however, that such employee makes application with Producer for reinstatement to such position within the bargaining unit within ninety (90) days after severance from the position to which he had been transferred or promoted, as above described.

## **78. 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 Paragraph 78.

### **(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 Paragraph 74 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 within the jurisdiction of any other Union which is a party to the Memorandum of Agreement of 1965, 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. Union further agrees, for the benefit of other Union parties to the Memorandum of Agreement of 1965, in consideration of the inclusion in their respective contracts of a clause identical with this Paragraph 78, to permit retraining within this Union's jurisdiction of employees displaced from jobs within the jurisdiction of such other Union parties; provided, however, that such other Union parties' displaced employees are qualified for retraining in this Union's jurisdiction and provided, further, that such permission shall be on condition (applicable to this Paragraph 78 only) that this Union has been notified of such available job and within forty-eight (48) hours thereafter (excluding Saturdays, Sundays and holidays) is unable to furnish competent available persons on the Industry Experience Roster or Studio Seniority Roster, if any (applicable to this Union), to fill such available job. 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 Paragraph 78 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 Paragraph 74 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 and, upon such payment, he shall be removed from the Industry Experience Roster, so far as such Producer is concerned, and from the Studio Seniority Roster, if any.

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 Paragraph 74 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 Two of the grievance procedure provided in Article 7 hereof or, if they mutually agree to waive Step Two, may proceed immediately to Step Three of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Three 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 Paragraph 78, 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.

**79. Leave of Absence**

A regular employee's request for a leave of absence, not to exceed six (6) months, will be given consideration by the Producer and Producer will not unreasonably refuse to grant such a leave of absence for good cause, provided the employee's service can be reasonably spared. All such requests for leaves of absence will be in writing. No such leave of absence will be extended beyond six (6) months, except for compelling reasons.

**80. Bulletin Boards**

Producer will make available in an appropriate area in the studio (such as Department Headquarters) a glass-enclosed bulletin board which can be locked. It shall be at least 3 x 2 feet in size. The material posted shall be subject to review by Producer.

**81. No Clause.**

**82. Outside Reading**

The general practice of employing "outside Screen Story Analysts" on a piece-work basis will be discontinued, except for "Foreign Reading," "Foreign Translation" and "Legal Comparisons."

**83. No Clause.**

**84. Synopsis Credit**

The Producer agrees to give employees synopsis credit on the cover sheet, on the first page and on the comment pages of any synopsis or copies thereof. Such credit shall read: "Synopsis by," followed by the employee's given name and surname. Initials, numerals, nicknames, pseudonyms, any manner of code or other designation may not be used

in lieu of the employee's full name. An inadvertent omission to grant such credit shall not be deemed a violation of this Agreement, but shall be corrected as soon as discovered and notification of such correction sent to all persons receiving copies of the synopsis.

**85.-89.     No Clauses.**

**90.     Documentaries and Industrials**

The Producers agree to continue negotiations for a separate Documentary, Industrial and Educational Agreement.

**91.     No Clause.**

**92.     Continuous Employment**

Continuous employment shall begin from the employee's starting date. Such continuous employment shall be broken by:

(a)   Voluntary resignation.

(b)   Discharge.

An employee re-employed after his continuous employment has been broken, as stated above in (a) or (b), shall be considered a new employee for all purposes, except, however:

An employee re-employed after his continuous employment has been broken by a discharge through layoff with full severance pay shall be considered a new employee with respect to severance pay, but shall be subject to the following provisions with respect to Service Brackets:

(1)   In the event any employee with continuous employment with Producer for six (6) months, but less than three (3) years, is re-employed within six (6) months from the date such continuous employment is broken, as stated above, then such employee's continuous employment record shall be reinstated with said absence deducted.

(2)   In the event any employee with continuous employment with Producer for three (3) years or more is re-employed within twelve (12) months after such continuous employment was broken, as stated above, then such employee's continuous employment record shall be reinstated with said absence deducted.

(3) If employees in subparagraph (1) above are re-employed after six (6) months and employees in subparagraph (2) above are re-employed after twelve (12) months, respectively, from the date such continuous employment was broken, they shall be considered new employees in all respects.


However, no employee who has completed twenty-four (24) months of continuous employment in the motion picture industry in the area and in the work classifications covered by this Agreement shall be employed thereafter at less than the "D" Service Bracket rate.

### **93. Sick Leave**

Sick leave privileges shall be accorded to employees in accordance with the then prevailing custom in the Producer's studio; provided, however, that Producer shall at all times have the right to supplement, modify, amend or terminate such sick leave privileges. In the event any such employee is absent for one (1) day or more within the payroll week as a result of a *bona fide* illness, overtime shall be computed at the rate of time and one-half (1½) after eight (8) hours for each day worked in such workweek, excluding the sixth day worked in the employee's workweek.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**FOR THE ALLIANCE OF MOTION PICTURE AND  
TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES  
LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE  
PRODUCERS WHO HAVE EFFECTIVELY CONSENTED TO BE  
PART OF THE SAID MULTI- EMPLOYER BARGAINING UNIT**

By:   
Carol A. Lombardini  
President, AMPTP

Date: 

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

By:   
Matthew D. Loeb  
International President

Date: 7/26/16

**MOTION PICTURE EDITORS GUILD, LOCAL #700 (Screen  
Story Analysts)**

By:   
Ron Kutak  
Executive Director

Date: 7/6/16

## EXHIBIT “A”

### Companies Represented by the AMPTP in 2015 IATSE Negotiations

7 Friends Pictures Inc.	BrentSpector/USA, Inc.
300 Pictures, Inc.	Broken Foot Productions, Inc.
12:05 AM Productions, LLC	Bronson Avenue LLC
2006 Film Services, LLC	
	C4 Productions, Inc.
ABC Signature Studios, Inc.	Calabasas Camera Inc.
Abominable Pictures, Inc.	CaliYork Productions
Academy Lighting Consultants, Inc.	Canada Premiere Pictures Inc.
Accendo Faction, Inc.	Capital Concerts, Inc.
Acne Media Inc DBA Acne Production	Captive Productions, LLC
Adobe Pictures, Inc.	Cartoon Network Studios, Inc.
AEG Ehrlich Ventures, LLC	Cast & Crew Production Payroll, LLC
Alcon Entertainment, LLC	Castle Rock Pictures, Inc.
Alive and Kicking, Inc.	CBS Films Inc.
All Axis Inc.	CBS Studios Inc.
American International Media Group, Inc.	CD2 Pictures Inc.
American Summer Productions, Inc.	Charlestown Productions LLC
Amnesia Productions, LLC	Chime Productions, LLC
And Action, LLC	Classic Films Inc.
AnEFX Inc.	CMS Productions, Inc.
Annapurna Productions, LLC	Columbia Pictures Industries, Inc.
Anonymous Content, LLC	Corporate Management Solutions, Inc.
Artcraft Productions Inc.	CP Entertainment Services LLC
Artina Films, LLC	CPT Holdings, Inc.
Ascension Films, Inc.	Cranetown Media, LLC
Atlantic Pictures, LLC	Cream Cheese Films, Inc.
	Creative Music Source, LLC
Beachwood Services Inc. (except for Videotape Agreement)	Crescent City Pictures, Inc.
Big Beach LLC	Crews Unlimited II Inc.
Big Ticket Television Inc.	Crown City Pictures Inc.
Bill Melendez Productions, Inc.	Crowned Productions, Inc.
Bold Films, L.P.	CT Productions, LLC
Bonanza Productions Inc.	Custom Film Effects, Inc.
Breakthrough Awards Productions, Inc.	
	Dakota Pictures, Inc.
	Dare Productions, Inc.
	Dawgs Sound Design, Inc. (The)
	Dean River Productions, Inc.

## EXHIBIT “A”

Delta Blues Holdings LLC	GMayTV L.L.C.
Demo Movie NY, Inc.	Gold Circle Productions LLC
DHR Project LLC	Goldcrest Features Inc.
Diary the Movie LLC	Gramercy Productions LLC
dick clark productions, inc.	Grand Experiment, LLC
Digital 49 Productions, Inc.	Grass Skirt Digital Productions, Inc.
Digital 360 Productions, Inc.	Green Set Inc.
Digital Cinema, LLC	Greenco Studio Rentals Inc.
Digital Image Associates LLC	GT Films Inc.
Done and Dusted Productions, Inc.	GVF Productions, Inc.
DreamWorks II Production Co, LLC	GWave Productions, LLC
DreamWorks Animation Television Post Production, Inc.	H2 Films LLC
DreamWorks Post Production LLC	Hazardous Productions, LLC
Duncan Media Group, Inc.	Hearthlight Pictures, Inc.
Dutch Boy Productions, LLC	High Noon-ish, LLC
DW Dramatic Television L.L.C.	Hold Fast Productions, LLC
DW SKG TV L.L.C.	Hollywood Camera, Inc.
DW Studios Productions L.L.C.	Hop, Skip & Jump Productions, Inc.
Ease Entertainment Services, LLC	Horizon Scripted Television Inc.
Egregious Entertainment, LLC	Hostage Productions, Inc.
Electric Entertainment, Inc.	Howler Monkey Productions Inc.
Elephant Eye Films LLC	I Like Pie, Inc.
Emkar Productions, Inc.	Indieproduction, LLC
EPSG Management Services	Informant Productions LLC
ESM Productions	Interpol Pictures, LLC
Evans/ McNamara	Island Film Studios, LLC
Evolutionary Pictures, LLC	ITV US Productions, Inc.
Eye Productions Inc.	J. Arnold Productions Inc.
Family Productions, Inc.	J.C. Backings Corporation
Favian Wigs Inc.	J.E.M. F/X Inc.
Film 49 Productions, Inc.	Ken Ehrlich Productions, Inc.
Film Solutions, LLC	Kiki Tree Pictures Inc.
Films In Motion, LLC	Knight Takes King Productions, LLC
Final Stretch Productions, Inc.	ku associates llc
Focus Features Productions LLC	Lakeshore Entertainment Group LLC
Forward Processing CA, Inc.	Laugh Attack Productions, Inc.
FRB Productions, Inc.	
FTP Productions, LLC	
Full Circle Show, LLC	

# EXHIBIT "A"

LD Entertainment LLC  
 Legendary Pictures Productions, LLC  
 Lennox House Pictures Inc.  
 Liberty Pictures, Inc.  
 Lions Gate Productions  
 Liquid Music, Inc.  
 Long Night Productions, LLC  
 Louisiana Premiere Productions LLC  
 Love Seat Entertainment  
 LWH Productions, LLC  
  
 M & J Custom Tailoring Inc.  
 Main Processing, Inc.  
 Malibu Road, LLC  
 Malke, LLC  
 Marilyn J. Madsen  
 Martell Sound  
 Marvel Film Productions LLC  
 Marvel Picture Works LLC  
 MCPA - Multicultural Community Production Association  
 M.E. & Me Costumes, Inc. dba Bill Hargate Costumes  
 Metch-Kangmi Pictures, Inc.  
 Metro-Goldwyn-Mayer Pictures Inc.  
 MFV Productions, LLC  
 MGM Television Entertainment Inc.  
 MICDI Productions, Inc.  
 Midnight Special Pictures, LLC  
 Midnight Special Productions Inc.  
 Minassian Productions Inc.  
 Monarch Consulting Inc. dba PAEINC  
 Motion Picture Costume Company  
 Mountainair Films Inc.  
 MRC II Holdings, L.P.  
 Mutiny Pictures Inc.  
  
 New Liberty Productions, Inc.  
 New Line Productions, Inc.  
 New Regency Productions, Inc.

Next Step Productions LLC  
 Nightfall Productions, LLC  
 Ninjutsu Pictures, Inc.  
 NS Pictures, Inc.  
 NYSM2 Productions Ltd.  
  
 Olive Productions, LLC  
 On-Air Design, LLC  
 On The Brink Productions, Inc.  
 Open 4 Business Productions LLC  
  
 P-LA Prods., LLC  
 Pacific 2.1 Entertainment Group, Inc.  
 Paige Productions, Inc.  
 Paramount Pictures Corporation  
 Paramount Worldwide Productions Inc.  
 Perdido Productions, Inc.  
 Picrow Inc.  
 Pool Mate Pictures, LLC  
 Practice Productions, LLC  
 Primalux Video, Inc.  
 Produced Bayou Productions, Inc.  
 Production Partners, Inc.  
 Puck Productions, LLC  
  
 Quantum Payroll Services, Inc.  
 Quay Street Enterprises, Inc.  
  
 Raging Bear, LLC  
 Random Pictures Inc.  
 Rat Pac, Inc.  
 Red Sun Productions, LLC  
 Red Zone Pictures, Inc.  
 Redemption Pictures, Inc.  
 Reunion Design Services Inc.  
 RH Factor, Inc.  
 Rhomboid Music, Inc.  
 Right Here Right Now Productions, LLC  
 Riverboat Productions, LLC  
 Rogue Films Limited  
 Rose City Pictures, Inc.

## EXHIBIT "A"



Rosen Hill, LLC dba Costume  
 Co-Op  
 Royce Productions Inc.  
 Rozar Pictures, LLC  
 RRCB Media Assets Inc./  
 DBA Cabin 21 Sound  
  
 S&K Pictures, Inc.  
 SC Saints Productions, LLC  
 Scope Productions, LLC  
 Screen Gems Productions, Inc.  
 SF Film Services, LLC  
 Shovel Buddies, LLC  
 Sicario Movie, LLC  
 Sight & Sound Production  
 Services, Inc.  
 Sign Set, Inc.  
 Significant Productions White  
 Label, LLC  
 Singularity Creative LLC  
 Sixteenth Moon Productions, LLC  
 Sky Lantern, LLC  
 Skydance Pictures, LLC  
 SLO Productions Inc.  
 Sneak Preview Productions, Inc.  
 Sony Pictures Studios, Inc.  
 Sound One Inc.  
 Southward Films, LLC  
 SPAD Films, Inc.  
 Stage 6 Films, Inc.  
 Stage 16 Pictures, LLC  
 Stalwart Films, LLC  
 Stu Segall Productions, Inc.  
 Subconscious Productions Inc.  
  
 Take Note, Inc.  
 TGE Prods., LLC  
 The Traveling Lab  
 Theoretical Pictures, Inc.  
 Third Act Pictures Inc.  
 Thunder and Lightning, Inc.  
 To Have and To Hold, L.L.C.  
 Tom T. Animation, Inc.  
 Too Many Toppings, Inc.

Touchstone Television  
 Productions, LLC dba  
 ABC Studios  
 Trio Entertainment Services  
 Group, LLC  
 Turner Films, Inc.  
 TVM Productions, Inc.  
 TWA Productions, Inc.  
 Twentieth Century Fox Film  
 Corporation  
 Twin Holdings LLC  
 TWT NOLA, LLC  
  
 Ultra Louisiana, LLC  
 Undiscovered North American  
 Ape Pictures, Inc.  
 United Artists Media Group  
 Universal Animation Studios LLC  
 Universal City Studios LLC  
 Universal Network Television  
 LLC  
 Universal Payment Services, Inc.  
 Unpronounceable Productions,  
 LLC  
 Untitled Inc.  
 Upload Films Inc.  
 Upper Grand Enterprises, Inc.  
 Upside Down Productions Inc.  
  
 Vendome Productions LLC  
 Videohouse, The  
  
 WAG Pictures Inc.  
 Walden Media Productions LLC  
 Walt Disney Pictures  
 Warner Bros. Advanced Media  
 Services, Inc. (except IATSE  
 Local 700/formerly Local 683)  
 Warner Bros. Animation Inc.  
 Warner Bros. Pictures  
 Warner Bros. Studio Facilities  
 Warner Bros. Television  
 Warner Specialty Productions Inc.  
 Warner Specialty Video  
 Productions Inc.

## EXHIBIT "A"

Western Costume Company  
Westwind Studios, LLC  
Whole Truth Post Production, Inc.  
Wildfire Studios, LLC  
Wings Wildlife Productions, Inc.  
Wonderland Films LLC  
WVP Boston

## **EXHIBIT “B”**

### **GUIDELINES REGARDING EXTENDED WORK DAYS**

Theatrical and television productions are budgeted for specified hours of production. There are cost deterrents which encourage the production to be on budget and on time.

When an extended work day is necessary, the need for same should be identified as far in advance as possible so that appropriate planning may occur.

The following guidelines set forth common sense measures which should be considered when extended work days are necessitated:

1. Sleep deprivation, which may be caused by factors other than an extended work day, should be identified by the employee. The American Automobile Association (AAA) cautions drivers as to the following danger signs:

- Eyes closing by themselves
- Difficulty in paying attention
- Frequent yawning
- Swerving in lane

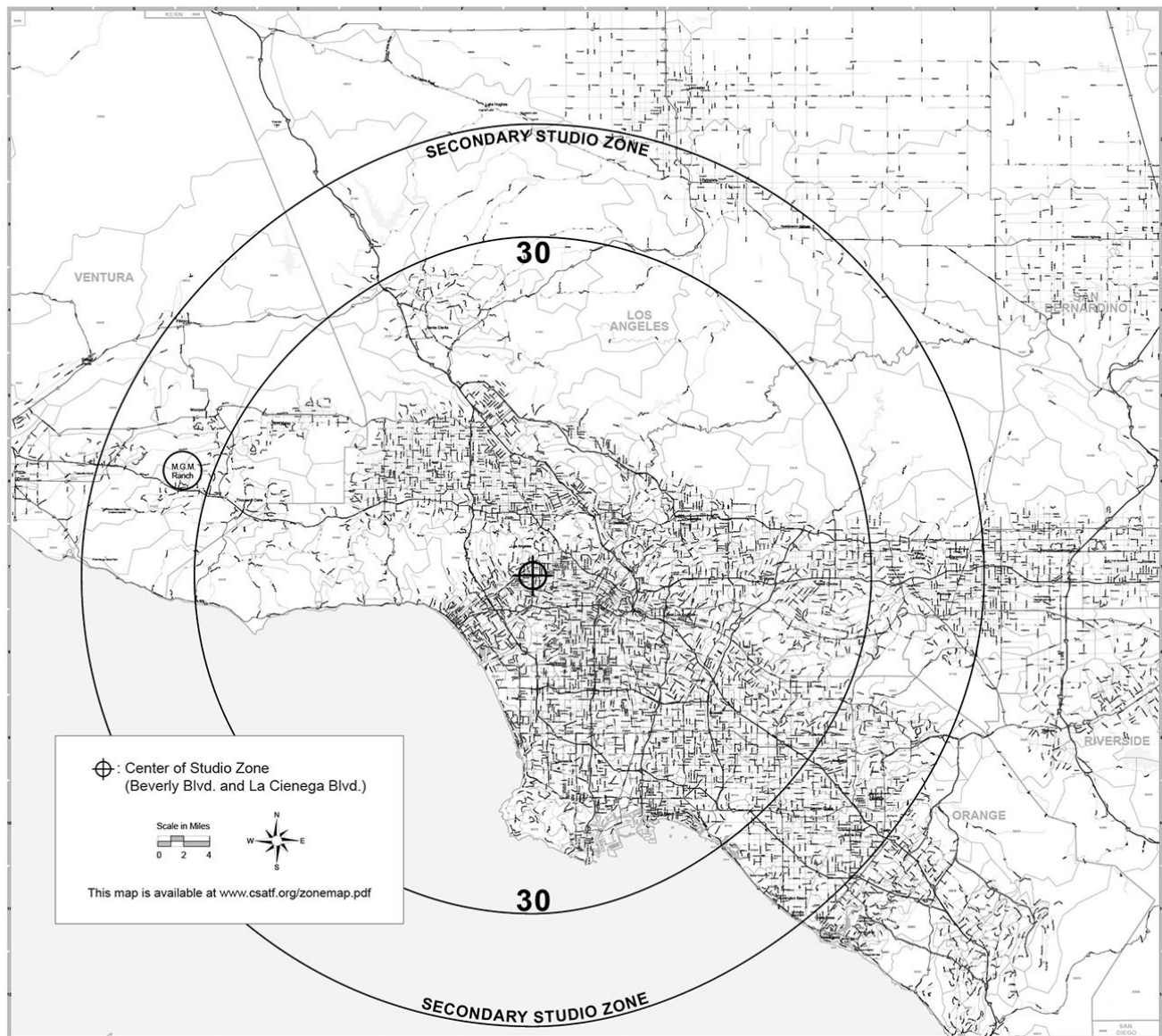
AAA warns that drivers experiencing any of these danger signs could fall asleep at any time. AAA recommends three basic solutions - sleep, exercise and caffeine. AAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors and take a nap - even twenty minutes will help. Upon waking, the driver should get some exercise and consume caffeine for an extra boost.

2. Any employee who believes that he/she is too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavor to find alternative means of transportation or provide a hotel room or a place to rest. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.
3. When the production company anticipates an extended work day, the employees should be encouraged to carpool.
4. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

## **EXHIBIT “B”**

## EXHIBIT "Z"

### STUDIO ZONE AND SECONDARY STUDIO ZONE MAP



Studio Zone Defined - The Studio Zone shall be the area within a circle thirty (30) miles in radius from Beverly Blvd. and La Cienega Blvd., Los Angeles, California and includes Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fair Grounds). The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the Studio Zone.

Secondary Studio Zone Defined - The Secondary Studio Zone extends ten (10) miles from the perimeter of the Studio Zone and includes John Wayne Airport.

This map is available at [www.csatf.org/zonemap.pdf](http://www.csatf.org/zonemap.pdf).

**ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS**

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As of August 1, 2000

J. Nicholas Counter III

President

Ron Kutak

Executive Director

Screen Story Analysts, Local #700

7715 Sunset Boulevard, Suite 200

Hollywood, California 90046

**Re: Hiring of Screen Story Analysts**

Dear Ron:

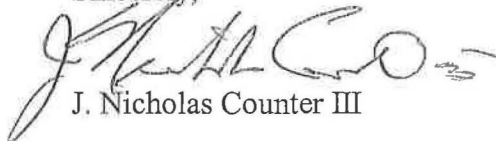
This will confirm the agreement reached in the negotiations for a successor agreement to the 1996 Screen Story Analysts Agreement.

Producer may hire individuals as Screen Story Analysts who are not on the Industry Experience Roster within one hundred eighty (180) days of a change in senior management in the creative area, provided that any such individual has at least one hundred eighty (180) days of experience as a Story Analyst earned in connection with motion pictures of the type covered by the IATSE Basic Agreement or Videotape Agreement. The one hundred eighty (180) days of experience must have been earned within a two (2) year period immediately preceding the date of hire by the Producer.

Each Company will meet individually with representatives of Local #700 to determine which individuals at the Company qualify as "senior management in the creative area" under this sideletter.

A Story Analyst who has at least five (5) years, but less than ten (10) years, of service with the Producer who is replaced by a Story Analyst not on the Industry Experience Roster pursuant to this sideletter shall receive two (2) weeks of notice or pay in lieu thereof. A Story Analyst with ten (10) or more years of service with the Producer who is replaced by a Story Analyst not on the Industry Experience Roster pursuant to this sideletter shall receive three (3) weeks of notice or pay in lieu thereof. The notice requirements set forth in this paragraph shall be in addition to any notice that may be required pursuant to Paragraph 14 of this Agreement.

Sincerely,



J. Nicholas Counter III

ACCEPTED AND AGREED:



Ron Kutak

Executive Director

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