

**MOTION PICTURE SCRIPT SUPERVISORS AND
PRODUCTION OFFICE COORDINATORS, LOCAL #161**

**MOTION PICTURE THEATRICAL AND TV SERIES
PRODUCTION AGREEMENT WITH MAJOR PRODUCERS**

Term: March 3, 2019 - March 2, 2022

Table of Contents

I. GENERAL PROVISIONS

<u>Article No.</u>	<u>Page No.</u>
1. Recognition and Application of Agreement	1
2. Prior Obligation	4
3. Access to Premises	5
4. No Strike - No Lockout	5
5. Grievance and Arbitration	5
6. Term	5
7. Application of Agreement.	6
8. Digital Technology	6
9. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws	7
9.1 Diversity and Inclusion	7
9.2 Harassment Prevention Training	8

II. RATES

10. Minimum Rates of Pay	9
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III. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN CONNECTICUT, DELAWARE, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, PENNSYLVANIA, RHODE ISLAND, VERMONT AND THE DISTRICT OF COLUMBIA

11. Work Schedule	17
12. Workweek	18
13. Overtime	19
14. Rest Period	20
15. Holiday	22
16. Meal Period and Meals	24
17. Cancellation or Postponement of Production	26
18. Termination of Services	26
19. Notice of Termination or Pay in Lieu of Notice	26
20. Payment of Wages	27
21. General Duties	27
22. Preparation Time	29
23. Crews	29
24. Location	29
25. Travel/Transportation	34
25.1 Courtesy Housing or Transportation	34

Article No.**Page No.**

26.	Hazardous Work.	34
27.	Screen Credits	35
28.	Pension, Welfare and Annuity Funds	35
28.1	401(k) Plan.	42
29.	Vacation	42
30.	IATSE Training Trust Fund	42
31.	Safety Contact Information.	43

**IV. WORKING CONDITIONS FOR EMPLOYEES WORKING
ON MOTION PICTURES IN FLORIDA, GEORGIA,
MARYLAND, NORTH CAROLINA, SOUTH CAROLINA,
VIRGINIA AND WEST VIRGINIA**

32.	Work Day.	43
33.	Workweek	44
34.	Overtime and Premium Pay	44
35.	Pension Fund, Welfare Fund and Annuity Fund Contributions.	45
36.	Rest Periods	46
37.	Local, Nearby and Distant Hires.	47
38.	Liability Insurance	48
39.	Idle Pay	48
40.	Meals	48
41.	Holidays	50
42.	Travel.	50
43.	Payment of Wages	51
44.	Hazardous Work.	51
45.	Cancellation of Calls and Weather-Permitting Calls	52
46.	Earnings Report	53
47.	IATSE Training Trust Fund	53
48.	Safety Contact Information.	53
49.	Courtesy Housing or Transportation	53

Exhibits

–	Exhibit "A".	55
–	Exhibit "B" - Guidelines Regarding Extended Work Days .	56

Sideletters

–	Videotape Memorandum	57
–	Special Rules Governing Employment on New One-Hour Episodic Series	59
–	Hotel Accommodation Policies.	60

Sideletters

- Travel Coordinators/Visual Effects Department
Coordinators 61
- Tandem Productions of Episodes of One-Hour Episodic
Series 62
- Productions Made for New Media 63
- Work Performed Outside the United States
and its Territories 79

**MOTION PICTURE SCRIPT SUPERVISORS AND
PRODUCTION OFFICE COORDINATORS, LOCAL #161,
I.A.T.S.E. & M.P.T.A.A.C. MOTION PICTURE THEATRICAL
AND TV SERIES PRODUCTION CONTRACT**

THIS AGREEMENT is made and entered into as of March 3, 2019 by and between the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of the Employers listed in Exhibit "A" attached hereto (hereinafter referred to individually as "the Employer" and collectively as "the Employers"), on the one hand, and Motion Picture Script Supervisors and Production Office Coordinators, Local #161 of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO (hereinafter called "Local #161"), on the other hand.

W I T N E S S E T H:

WHEREAS, the Employer is engaged in the production of motion pictures and in connection therewith utilizes the services of Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators; and

WHEREAS, Local #161 is a *bona fide* labor organization having among its membership persons skilled in the above-mentioned technical work for whom it is the collective bargaining representative; and

WHEREAS, the parties hereto desire to establish the standard of conditions under which employees in the classifications set forth above shall work for the Employer during the term of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

ARTICLE 1. RECOGNITION AND APPLICATION OF AGREEMENT

(a) The Employer recognizes Local #161 as the sole and exclusive bargaining agent for all Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators now and hereafter employed by the Employer within the jurisdiction of Local #161.

(b) For productions located within fifty (50) miles from Columbus Circle and all of Long Island, the provisions of the Local #161 Agreement shall be applicable.

(c) With respect to employment on productions located more than fifty (50) miles from Columbus Circle and outside all of Long Island within the jurisdiction of Local #161,¹ the parties recognize that there are other collective bargaining agreements which apply to persons employed in Los Angeles County and transported to production locations within the jurisdiction of Local #161 who perform the duties of the Production Office Coordinator and Assistant Production Office Coordinator classifications. It is understood that the provisions of this Agreement shall be satisfied when such persons are employed under terms and conditions not less favorable than said collective bargaining agreements in Los Angeles County and are transported to such locations in the jurisdiction of Local #161 more than fifty (50) miles from Columbus Circle and outside of Long Island.

(d) All motion picture production on which film is used, regardless of the size and type of film must have the label of the IATSE on each production, it being understood that this Agreement shall apply, however, to all motion picture production irrespective of the means by which picture and sound are recorded. As used in this Agreement, the term "motion pictures" means and includes motion pictures, whether made on film, tape or otherwise, of any gauge, size, or type and regardless of whether same are recorded by means of conventional photographic cameras, electronic cameras, or any other devices now employed or hereafter devised.

(e) Notwithstanding that Local #161 is recognized as the sole and exclusive bargaining representative for the classifications of employees hereinbefore designated, whether engaged in the making of theatrical, television, non-theatrical, commercial or other types of production, this Agreement, including, but not limited to, the rates of pay, hours and working conditions contained herein, shall be applicable only to theatrical (features or short subject) productions, and television series and television dramatic show productions.

Should the Employer, during the term of this Agreement, engage in the production of television commercials, educationals,

¹ The jurisdiction of Local #161 covers the seventeen (17) eastern seaboard states: Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, and the District of Columbia.

industrials, documentaries, institutionals, or other types of non-theatrical motion pictures, the Employer agrees to meet and confer with Local #161 to discuss the rates of pay, hours and working conditions applicable to Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators so engaged.

(f) All Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators in the employ of the Employer on the date hereof, and all those hereafter hired, shall, as a condition of continued employment, be or become members of Local #161 not later than the 31st day following the beginning of their employment, or the date of this Agreement, whichever is later, and all such Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators, upon being or becoming members as aforesaid, shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof.

(g) If a Script Supervisor, Production Office Coordinator or Assistant Production Office Coordinator who is required to join Local #161 or remain a member in good standing of Local #161, as aforesaid, fails to do so, the Employer shall, within a reasonable time, but not to exceed three (3) days (excluding Saturdays, Sundays and holidays) after receipt from Local #161 of written notice to that effect, discharge such employee. The Employer shall not be in default unless it fails to act within said time after receipt of such notice. The foregoing provisions of this paragraph (g) shall not, however, require the Employer to take or refrain from taking any action in violation of Section 8(a)(3) of the National Labor Relations Act, as amended.

(h) In hiring persons to perform services covered by this Agreement, preference shall be given by the Employer to persons who have acquired the necessary skills through prior experience as Script Supervisors, Production Office Coordinators or Assistant Production Office Coordinators of the Employer, or as Script Supervisors, Production Office Coordinators or Assistant Production Office Coordinators in the employ of other producers engaged in making motion pictures of comparable standards of quality. The preference of employment of all such persons having such prior experience shall be equal, and the Employer shall have complete freedom of selection among such persons. If, after reasonable effort to comply with the foregoing provisions, the position shall not have been filled by a competent person having such prior experience, the Employer may fill such position without reference to the foregoing provisions of this subparagraph (h). Membership or non-membership in Local #161 shall not be a condition of hiring. The Employer shall administer its hiring practices without discrimination by reason of membership or non-

membership in Local #161 and the ultimate right to accept or reject any employee is retained by the Employer.

(i) Subject to the foregoing, all hiring shall be done exclusively through the offices of Local #161. Local #161 will refer all available personnel on a non-discriminatory basis without regard to race, color, creed, national origin, sex, age, or membership or non-membership in Local #161.

(j) In case of repeal or amendment of the Labor-Management Relations Act of 1947, or in the case of new legislation rendering permissible any union security to Local #161 greater than that set forth in the foregoing paragraphs, then and in that event, such greater union security provisions shall automatically be deemed substituted in lieu thereof. In that event, and if permissible under law, Local #161 agrees to supply adequate, competent and qualified Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators for the job requirements of the Employer in the classifications covered by this Agreement and, if Local #161 fails to do so, the Employer may secure such Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators from any source.

(k) Nothing herein contained shall be interpreted as requiring either party to take any action in violation or contravention of any applicable state or federal law.

(l) Neither the Union nor the Employer shall discriminate against any employee or applicant for employment in any respect by reason of race, color, creed, national origin, sex or age.

ARTICLE 2. PRIOR OBLIGATION

Local #161 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (IATSE). Nothing in this Agreement shall be construed to interfere with any obligation which Local #161 owes to the IATSE by reason of a prior obligation. However, nothing herein contained shall be construed as contravening any applicable state or federal law.

ARTICLE 3. ACCESS TO PREMISES

An accredited representative of Local #161 shall be permitted to any studio or location during working hours when necessary for the proper conduct of Local #161's business.

ARTICLE 4. NO STRIKE - NO LOCKOUT

There shall be no strike, work stoppage, slowdown or lockout during the term of this Agreement. However, nothing herein shall require an employee to cross a lawful picket line established by another labor organization which is recognized by Local #161.

ARTICLE 5. GRIEVANCE AND ARBITRATION

All complaints, disputes or questions as to the interpretation, application or performance of this Agreement² shall be adjusted initially by direct negotiations between representatives of Local #161 and the Employer. In the event that Local #161 and the Employer representatives are unable to adjust the dispute, then the parties shall attempt to mutually agree upon an arbitrator to settle the dispute. In the event the parties are unable to select a mutually agreed upon arbitrator, an arbitrator shall be selected under the auspices of the American Arbitration Association. The complaint must be brought within thirty (30) days from the date of the alleged violation or from the date that Local #161 discovers or should have discovered the violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. Any time restraint set forth above may be mutually extended by agreement between Local #161 and the Employer. The decision of the arbitrator shall be final and binding on all parties. Local #161 and the Employer shall jointly pay the cost of the arbitrator's services.

ARTICLE 6. TERM

(a) The term of this Agreement shall be from March 3, 2019 to and including March 2, 2022. On or before January 3, 2022, the parties

² Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to grievance and arbitration under this Article 5.

hereto shall meet and confer for the purpose of negotiating the terms of a new agreement to take effect March 3, 2022.

(b) The terms and conditions of this Agreement shall be effective on the first Sunday after Local #161 gives notice of ratification to the AMPTP (*i.e.*, April 21, 2019) except that when an effective date other than April 21, 2019 is specified, the provision shall be effective on the date so specified.

(c) The terms and conditions of the 2016 Local #161 Motion Picture Theatrical and TV Series Production Contract shall apply until April 21, 2019, except when an earlier effective date is specified in this Agreement.

ARTICLE 7. APPLICATION OF AGREEMENT

This Agreement shall be binding upon the Employer (and, as used in the paragraph, the term "Employer" shall mean and include not only the Employer itself, but also any of its subsidiaries, successors or transferees engaged in the motion picture business, as well as any person, firm, corporation or other business organization so engaged, in which the Employer has a controlling financial interest). Negative pick-up transactions and production/distribution transactions (as those are commonly understood in the industry) which are *bona fide* are not covered under the Agreement. In no event shall the Employer subcontract any of the work covered hereby, nor shall any person other than an employee of the Employer working under the provisions of this Agreement be permitted to perform any of such work within or at the premises or location owned, operated, leased and/or used by the Employer. In no event shall the Employer subcontract any of the work covered hereby, when an effect thereof would be to enable such work to be done under wage rates or labor conditions inferior to those herein contained; nor shall any person not employed in compliance with the provisions of this Agreement be permitted to perform any of such work for or at the premises of the Employer.

ARTICLE 8. DIGITAL TECHNOLOGY

The parties have agreed to establish a Supplemental Digital Production Agreement for Script Supervisors working within Local #161's geographical jurisdiction on productions of the type traditionally covered under the Local #161 Agreement which are recorded digitally.

Production Office Coordinators and Assistant Production Office Coordinators working within Local #161's jurisdiction on productions of the type traditionally covered under the Local #161 Agreement which are recorded digitally shall be subject to the terms and conditions set forth in this Agreement.

ARTICLE 9. WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

ARTICLE 9.1 DIVERSITY AND INCLUSION

The Union and the Employers agree to cooperate in their efforts and engage in ongoing discussions with the goal of promoting diversity in the hiring of Local #161-represented classifications. Topics of discussion may include: (1) examining characteristics of the labor pool; (2) sharing information and discussing ways to improve existing initiatives; (3) developing new initiatives aimed at increasing the

employment of under-represented groups, including but not limited to women, people of color, people with disabilities and LGBTQ individuals; and (4) developing criteria to benchmark success in these areas.

ARTICLE 9.2 HARASSMENT PREVENTION TRAINING

The parties agree that harassment prevention training shall be mandatory. During the term of the Local #161 Motion Picture Theatrical and TV Series Production Agreement and Supplemental Digital Production Agreement, representatives of Local #161 and representatives of the AMPTP agree to discuss the implementation of mandatory harassment prevention training, including establishing the date on which the program will become mandatory (*i.e.*, the date when individuals can begin to take the online courses). The parties will devise a method to reflect an individual's successful completion of the training program.

II. RATES

ARTICLE 10. MINIMUM RATES OF PAY

(a) The following rates of pay shall constitute the minimum compensation payable to employees covered by this Agreement.

- (1) (A) (i) Minimum Daily and Weekly Rates for Employees Working on Theatrical Motion Pictures Shooting in New York, New Jersey, Connecticut or Within a Thirty (30) Mile Radius of Independence Hall in Philadelphia

Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 508.19	\$ 523.44	\$ 539.14
	Weekly	2290.19	2358.90	2429.67
Production Office Coordinator	Daily	325.75	335.52	345.59
	Weekly	1478.09	1522.43	1568.10
Asst. Prod. Ofc. Coord.	Daily	188.31	193.96	199.78
	Weekly	926.62	954.42	983.05

- (ii) Minimum Daily and Weekly Rates for Employees Working on Theatrical Motion Pictures Shooting Within the Jurisdiction of this Agreement, But Outside New York, New Jersey, Connecticut and a Thirty (30) Mile Radius of Independence Hall in Philadelphia

Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 508.19	\$ 523.44	\$ 539.14
	Weekly	2290.19	2358.90	2429.67
Production Office Coordinator	Daily	325.75	335.52	345.59
	Weekly	1478.09	1522.43	1568.10
Asst. Prod. Ofc. Coord.	Daily	173.17	178.37	183.72
	Weekly	862.43	888.30	914.95

(B) (i) Minimum Daily and Weekly Rates for Employees Working on Television Motion Pictures Shooting in New York, New Jersey or Connecticut, Excluding Long-Form Television Motion Pictures, Pilots and New and Existing One-Hour Series

Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 508.19	\$ 523.44	\$ 539.14
	Weekly	2290.19	2358.90	2429.67
Production Office Coordinator	Daily	325.75	335.52	345.59
	Weekly	1478.09	1522.43	1568.10
Asst. Prod. Ofc. Coord.	Daily	181.49	186.93	192.54
	Weekly	903.96	931.08	959.01

(ii) Minimum Daily and Weekly Rates for Employees Working on Television Motion Pictures Shooting Within the Jurisdiction of this Agreement, But Outside New York, New Jersey and Connecticut, Excluding Long-Form Television Motion Pictures, Pilots and New and Existing One-Hour Series³

Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 508.19	\$ 523.44	\$ 539.14
	Weekly	2290.19	2358.90	2429.67
Production Office Coordinator	Daily	325.75	335.52	345.59
	Weekly	1478.09	1522.43	1568.10
Asst. Prod. Ofc. Coord.	Daily	173.17	178.37	183.72
	Weekly	862.43	888.30	914.95

³ For minimum rates applicable to employees working on a series made for basic cable or The CW, see Article 10(a)(4).

(2) (A) (i) Minimum Daily and Weekly Rates for Employees Working on Existing One-Hour Series Shooting in New York, New Jersey or Connecticut Which Began Production Prior to March 3, 2007

Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 493.66	\$ 508.47	\$ 523.72
	Weekly	2224.71	2291.45	2360.19
Production Office Coordinator	Daily	316.52	326.02	335.80
	Weekly	1436.22	1479.31	1523.69
Asst. Prod. Ofc. Coord.	Daily	176.69	181.99	187.45
	Weekly	880.06	906.46	933.65

(ii) Minimum Daily and Weekly Rates for Employees Working on New One-Hour Series Shooting in New York, New Jersey or Connecticut Which Began Production On or After March 3, 2007

		New One-Hour Series in its First or Second Season		
Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 493.39	\$ 508.19	\$ 523.44
	Weekly	2223.49	2290.19	2358.90
Production Office Coordinator	Daily	316.26	325.75	335.52
	Weekly	1435.04	1478.09	1522.43
Asst. Prod. Ofc. Coord.	Daily	171.87	177.35	183.00
	Weekly	853.28	880.27	908.07

		New One-Hour Series in its Third or Subsequent Season		
Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 508.19	\$ 523.44	\$ 539.14
	Weekly	2290.19	2358.90	2429.67
Production Office Coordinator	Daily	325.75	335.52	345.59
	Weekly	1478.09	1522.43	1568.10
Asst. Prod. Ofc. Coord.	Daily	177.35	183.00	188.82
	Weekly	880.27	908.07	936.70

(B)

Minimum Daily and Weekly Rates for
Employees Working on New and Existing
One-Hour Series Shooting Within the
Jurisdiction of this Agreement, But Outside
New York, New Jersey and Connecticut⁴

Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 493.66	\$ 508.47	\$ 523.72
	Weekly	2224.71	2291.45	2360.19
Production Office Coordinator	Daily	316.52	326.02	335.80
	Weekly	1436.22	1479.31	1523.69
Asst. Prod. Ofc. Coord.	Daily	168.38	173.43	178.63
	Weekly	838.50	863.66	889.57

⁴ For minimum rates applicable to employees working on a series made for basic cable or The CW, see Article 10(a)(4).

(3) Minimum Daily and Weekly Rates for Employees Working on Long-Form Television Motion Pictures and Pilots Shooting Within the Jurisdiction of this Agreement

Category	Type of Employment	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Script Supervisor	Daily	\$ 468.20	\$ 482.25	\$ 496.72
	Weekly	2110.28	2173.59	2238.80
Production Office Coordinator	Daily	300.35	309.36	318.64
	Weekly	1363.16	1404.05	1446.17
Asst. Prod. Ofc. Coord.	Daily	159.99	164.79	169.73
	Weekly	796.74	820.64	845.26

(4) Minimum Rates for Employees Working on Series Made for Basic Cable or The CW Shooting Within the Jurisdiction of this Agreement, But Outside New York, New Jersey and Connecticut

The minimum rates for the first production season shall be the rates for “long-form television motion pictures and pilots” set forth in Article 10(a)(3). During the second and third production seasons, the rates for a one-hour series shall lag the rates set forth in Article 10(a)(2)(B) by one year, and the rates for all other series shall lag the rates set forth in Article 10(a)(1)(B)(ii) by one year. Thereafter, the minimum rates shall be as set forth in Article 10(a)(2)(B) or Article 10(a)(1)(B)(ii), as applicable.

(b) The following minimum wage rates apply to Production Office Coordinators and Assistant Production Office Coordinators who are hired outside of a fifty (50) mile radius of New York City and outside all of Long Island and who are engaged to work outside of such fifty (50) mile radius and outside all of Long Island on a weekly basis for ten (10) weeks or more only. When employed for fewer than ten (10) weeks of work, the minimum wage rate is the applicable minimum wage rate in subparagraph (a) above.

- (1) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Both Hired and Engaged to Work Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island on Theatrical and Television Motion Pictures Shooting Within the Jurisdiction of this Agreement, Excluding Long-Form Television Motion Pictures, Pilots and New One-Hour Series⁵

Category	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Production Office Coordinator	\$1318.48	\$1358.03	\$1398.77
Assistant Production Office Coordinator	822.09	846.75	872.15

- (2) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Both Hired and Engaged to Work Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island on New One-Hour Series Shooting Within the Jurisdiction of this Agreement⁵

Category	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Production Office Coordinator	\$1281.26	\$1319.70	\$1359.29
Assistant Production Office Coordinator	799.40	823.38	848.08

⁵ For minimum rates applicable to employees working on a series made for basic cable or The CW outside of New York, New Jersey and Connecticut, see Article 10(b)(4).

(3) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Both Hired and Engaged to Work Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island on Long-Form Television Motion Pictures and Pilots Shooting Within the Jurisdiction of this Agreement

Category	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 3/2/22
Production Office Coordinator	\$1216.30	\$1252.79	\$1290.37
Assistant Production Office Coordinator	759.61	782.40	805.87

(4) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Hired Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island and Engaged to Work on a Series Made for Basic Cable or The CW Shooting Within the Jurisdiction of this Agreement, But Outside New York, New Jersey and Connecticut

The minimum rates for the first production season shall be the rates for “long-form television motion pictures and pilots” set forth in Article 10(b)(3). During the second and third production seasons, the rates for a one-hour series shall lag the rates set forth in Article 10(b)(2) by one year, and the rates for all other series shall lag the rates set forth in Article 10(b)(1) by one year. Thereafter, the minimum rates shall be as set forth in Article 10(b)(2) or Article 10(b)(1), as applicable.

(c) Except as provided in the next paragraph, the minimum weekly scale rates set forth in subparagraph (a) above shall be applicable to Script Supervisors when such employees are engaged for a period of ten (10) consecutive weeks or more. If such an employee so engaged is terminated prior to the completion of such ten (10) week period, such employee shall be paid, at the time of such termination, the difference between the weekly scale paid to the employee during the period of employment and the amount the employee would have received had the employee been paid on the minimum daily rate during such period, with a re-computation of overtime on the same basis.

The foregoing shall not apply when a Script Supervisor is engaged to replace a Script Supervisor who has resigned before completing a ten (10) or more consecutive week engagement on a television series and fewer than ten (10) weeks remain on the production.

(d) Except as provided in the next paragraph, the weekly minimum scale rates set forth in subparagraph (a) above shall be applicable to Production Office Coordinators only when such employees are engaged to work within a fifty (50) mile radius of New York City and all of Long Island or are hired within such fifty (50) mile radius or all of Long Island and are transported to any location within the jurisdiction of Local #161 and are engaged for a period of ten (10) consecutive weeks or more. If an employee so engaged is terminated prior to the completion of such ten (10) week period, the employee shall be paid at the time of such termination the difference between the weekly scale paid to the employee during the period of employment and the amount the employee would have received had the employee been paid on the minimum daily rate during such period with a re-computation of overtime on the same basis.

The foregoing shall not apply when a Production Office Coordinator is engaged to replace a Production Office Coordinator who has resigned before completing a ten (10) or more consecutive week engagement on a television series and fewer than ten (10) weeks remain on the production.

(e) An employee engaged at a rate in excess of the minimum scale rate set forth above shall not have his/her wages reduced for the duration of the assignment, nor shall an employee hired on a weekly basis be converted to an employee hired on a daily basis on the same production.

III. WORKING CONDITIONS FOR EMPLOYEES WORKING IN CONNECTICUT, DELAWARE, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, PENNSYLVANIA, RHODE ISLAND, VERMONT AND THE DISTRICT OF COLUMBIA

Except as otherwise provided in Article 28:

The following working conditions shall apply to employees working in Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia on theatrical or television motion

pictures on or after April 21, 2019. Prior to April 21, 2019, the working conditions set forth in Part III of the 2016 Motion Picture Theatrical and TV Series Production Contract shall apply.

ARTICLE 11. WORK SCHEDULE

(a) The work day shall consist of any eight (8) consecutive hours. The starting time shall be designated by the Employer at least ten (10) hours before the start of the work day or prior to dismissal on the previous workday, whichever is later. In no event shall the call of the Script Supervisor be later than the shooting call of the Director. A workday starting on one calendar day and running into the next is credited entirely to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid at double time for those hours worked on the calendar holiday.

(b) The Employer may cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes) for those employees working within a fifty (50) mile radius of Columbus Circle. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Employer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (*i.e.*, Sunday in the case of a Monday call). Local #161 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this provision due to other weather conditions.

(c) The Employer may issue a “weather-permitting” call for snow, sleet, ice storms or hurricanes to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call has previously been given). The Employer shall provide notice to the Union upon issuance of a “weather-permitting” call. The Employer may cancel a “weather-permitting” call up to four (4) hours prior to the call time.

In the event an employee employed in New York, New Jersey or Connecticut (or hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement) is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health and IAP contributions pursuant to Article 28(c);

however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

In the event an employee employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia (other than an employee described in the preceding paragraph) is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third ($\frac{1}{3}$) of the amount due under Article 28(e) to the IATSE National Benefit Funds; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

The foregoing is in addition to the Employer's rights under Article 11(b) above. Local #161 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Article 11(c) for other weather conditions.

ARTICLE 12. WORKWEEK

(a) The regular 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.

(b) One and one-half times the employee's regular basic hourly rate shall be paid for the employee's sixth day of work within a workweek. Double the employee's regular basic hourly rate shall be paid for the employee's seventh day of work within a workweek.

(c) One time during the production of a motion picture (except in the case of episodic television), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off. In the case of episodic television, the Employer may exercise the foregoing rights 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 (1) week).

The parties confirm that the foregoing "shift in workweek" provision applies to a "round trip" switch so that the Employer is permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring any additional costs).

(d) If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek, and the employee would receive fewer than two (2) consecutive days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

(e) Employees shall be advised of any shifts in the workweek prior to the commencement of that workweek.

ARTICLE 13. OVERTIME

(a) Theatrical Motion Pictures

(1) Theatrical Motion Pictures Shooting in New York, New Jersey and Connecticut

All work performed in excess of eight (8) hours, but less than twelve (12) hours, shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed after fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate and all work performed in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the Employee's regular basic hourly rate.

(2) Theatrical Motion Pictures Shooting in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia

All work performed in excess of eight (8) hours, but less than twelve (12) hours, shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half times (2½) the employee's regular basic hourly rate.

(b) Television Motion Pictures

All work performed in excess of eight (8) hours, but less than twelve (12) hours shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate.

(c) Overtime shall be payable in one-tenth (1/10) hour units.

ARTICLE 14. REST PERIOD

(a) For employees working on theatrical and television motion pictures, there shall be a nine (9) hour rest period between the termination of work on one call and the commencement of the next work call, which shall be invadable. The penalty for violation of the rest period (*i.e.*, for allowing less than the nine (9) hour rest period) shall be to pay for the invaded hours only at an additional straight time, except that when the employee works more than fourteen (14) consecutive hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and does not receive a nine (9) hour rest period (not counting, in the case of a Script Supervisor, time worked after "wrap time" which shall be paid at the prevailing overtime rate), the employee will be paid, when he/she resumes work, at the rate of two and one-half (2½) times the employee's regular basic hourly rate until the employee receives a nine (9) hour rest period.

(b) For Production Office Coordinators and Assistant Production Office Coordinators, the rest period shall start and end as follows:

(1) For Employees Reporting to Work in the Thirty (30) Mile Zone

In the New York metropolitan area, when an employee is required to report to a location within the thirty (30) mile zone (as defined in Article 24(b)(2)(A)), and within the area bounded by 125th Street and the Battery, the rest period shall commence at the time of dismissal at the location and, if called to work by the same Employer at a similar zone location the following day, end at the call time for the next day.

(2) For Employees Reporting to Work Within the Thirty (30) Mile Zone, But Outside the Area Bounded by 125th Street and the Battery

In the New York metropolitan area, if an employee is required to report to a location within the thirty (30) mile zone, but outside the area between 125th Street and the Battery, the rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from such location back to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time.

If the employee reports to a location within the thirty (30) mile zone, but outside the area between 125th Street and the Battery for the same Employer on the following day, then the rest period ends when the amount of time required for the employee to travel from either a mutually-agreed upon point in the area bounded by 125th and the Battery or from the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time.

For example, suppose an employee is required to report to Newark. The employee is dismissed from work at 7:00 p.m. Suppose the agreed-upon travel time from Newark to reach the perimeter of the area between 125th Street and the Battery is one-half hour. The employee's rest period begins at 7:30 p.m. Suppose the employee is required to report to Newark for the same Employer the following day at 7:00 a.m. The employee's rest period ends at 6:30 a.m.

(3) For Employees Reporting to Work on Nearby Locations in the New York Metropolitan Area

In the New York metropolitan area, if an employee is required to report to a location outside the thirty (30) mile zone, then the rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from the location to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time and ends when the amount of time required for the employee to travel from a mutually-agreed upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time, if called to work by the same Employer at a nearby location on the following day.

For example, an employee is required to report for work to Princeton, N.J. The employee is dismissed from work at 7:00 p.m. Suppose the agreed-upon travel time from Princeton to the perimeter of the area bounded by 125th Street and the Battery is one and one-half (1½) hours. The employee's rest period begins at 8:30 p.m. Suppose the employee is required to report to Princeton the following day at 8:00 a.m. The employee's rest period ends at 6:30 a.m.

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

(5) For Employees Reporting to Work in All Other Areas Covered by Part III of this Agreement

For employees reporting to work in all other areas which are not included in subparagraph (b)(1)-(4) above but which are covered under Part III of this Agreement, the rest period shall begin at the employee's dismissal time at the set and end at the employee's call time at the set the next day, unless the employee is a Distant Hire, as defined in Article 24(b)(3)(A)(iii) or 24(a)(6), in which case the rest period begins at the time the employee returns from the set to the housing accommodations provided by the Employer and ends at the time the employee leaves the housing accommodations to return to the set the next day.

ARTICLE 15. HOLIDAY

(a) The following holidays shall be recognized: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Any holiday designated by federal statute shall be considered to fall on the day so designated, except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purposes of this Agreement, be celebrated on the following Monday. However, any holiday falling on a Saturday in a six (6) day workweek will be celebrated on Saturday.

(b) The Union agrees that it will not unreasonably deny a request for a waiver to switch the Veterans' Day holiday for Good Friday on a given production in the event that the Producer reaches an agreement with Motion Picture Studio Mechanics, Local #52, IATSE to do so.

(c) Except as otherwise provided in this Agreement, each employee employed under Part III of this Agreement shall be entitled to an unworked holiday pay benefit as payment for holidays not worked, which shall be computed based on 3.719% of the employee's annual straight time work earnings. Any amounts paid by the Employer for such unworked holidays shall be offset against the 3.719% payment due, it being understood that the right of offset against unworked holiday pay provided hereunder shall be neither greater than nor less than the right of offset provided to the Employer under the Producer – IATSE West Coast Studio Local Agreements. Payment for unworked holidays shall be made in a lump sum in a separate check issued either at the end of the television season or upon completion of a theatrical production.

Notwithstanding the foregoing paragraph:

(1) There shall be no unworked holiday pay for long-form television productions or pilots.

(2) For new one-hour series, there will be no vacation or unworked holiday pay in the first year of the series. In the second year of the series, vacation and unworked holiday pay will be payable at one-half of the amount otherwise due; thereafter, the vacation and holiday provisions in this Agreement shall apply.

(3) For employees working on a series made for basic cable or The CW in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia, there shall be no unworked holiday pay for the pilot and the first and second production seasons. In the third production season, unworked holiday pay shall be payable at one-half of the amount otherwise due; thereafter, unworked holiday shall be payable as provided in the first paragraph of this subparagraph (c).

ARTICLE 16. MEAL PERIOD AND MEALS

(a) Meal periods shall be not less than one-half (½) hour nor more than one (1) hour in length. Not more than one (1) 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 (1½) hours. This guarantee does not apply when such meal is supplied at the Employer's expense.

(b) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. A twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted by subparagraph (c) below. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (d) below.

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

(c) The meal interval may be extended one-half (½) hour (one (1) hour for television) without penalty when used 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 (thirty (30) minutes) from work time, then the first meal may be six (6) hours after such breakfast. The parties hereby confirm that the reference to "a reasonable hot breakfast" means a meal appropriate to the time of day.

(e) When an employee is working without direct employer supervision and is given the prerogative to arrange his/her meal periods, the employee shall be charged with the responsibility of taking proper meal period(s).

(f) The meal penalty for delayed meals shall be computed as follows:

On theatrical motion pictures in New York, New Jersey and Connecticut:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$ 10.00

Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$ 15.00

Third and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof One hour of pay at the prevailing rate

On theatrical motion pictures in the States of Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island and Vermont and in Washington, D.C., and on all television motion pictures in the States of New York, New Jersey, Connecticut, Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island and Vermont and in Washington, D.C.:

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 \$ 8.50

Third one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$18.50

Fourth and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof One hour of pay at the prevailing rate

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

(g) As an alternative to the foregoing provisions of this Article as they relate to "on production" employees, the Employer, 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.

(h) In addition, the parties agree to the following clarifications:

(1) A meal need not be provided to employees working at a studio, as defined in Article 24(d) below.

(2) Subpart (e) of this Article is clarified so that self-directed employees are to be given a meal allowance when a meal allowance is applicable (*i.e.*, when an employee is a Distant Hire), but will not receive meals nor meal penalties. If the employee is given a meal, however, no meal allowance shall be payable.

ARTICLE 17. CANCELLATION OR POSTPONEMENT OF PRODUCTION

On New York-based theatrical feature motion pictures, the Employer shall give at least two (2) weeks' notice prior to the start date, if practicable, and one (1) week of pay to a Script Supervisor who has been employed on other than a daily basis and has been mutually and contractually bound, orally or in writing, to work on a definite production to start at an approximately set date, if the production is canceled or postponed for more than two (2) weeks.

ARTICLE 18. TERMINATION OF SERVICES

Employees hired for the "run of production" may not be terminated prior to completion of the production, except for drunkenness, dishonesty or incompetence. Should any dispute arise as to whether the Employer is entitled to engage a permanent replacement for any employee who is absent due to illness, such dispute shall be referred for resolution to the Business Agent of Local #161 and to the Employer's Labor Relations representative (or a person of equivalent authority representing the Employer).

ARTICLE 19. NOTICE OF TERMINATION OR PAY IN LIEU OF NOTICE

(a) An employee hired on a weekly basis for three (3) or more consecutive weeks or for the "run of the production" shall be entitled to three (3) weeks' notice of termination, or three (3) weeks' pay in lieu thereof, if he/she was employed by the Employer two (2) months or more, and two (2) weeks' notice of termination, or two (2) weeks' pay in lieu thereof, if he/she was employed by the Employer for less than two (2) months but not less than three (3) consecutive weeks. Notice of

termination or pay in lieu thereof shall not be applicable to any employee terminated for just cause. A payment made by the Employer in lieu of notice shall not be subject to the grievance and arbitration provision of this Agreement (*i.e.*, an employee cannot challenge the Employer's decision to provide a payment instead of the notice).

(b) An employee hired on a weekly basis for three (3) or more consecutive weeks or for the "run of the production" shall be required to give the Employer three (3) weeks' notice if the employee is employed by the Employer for a period of two (2) months or more and two (2) weeks' notice if the employee is employed by the Employer for a period of less than two (2) months, but not less than three (3) consecutive weeks, before the employee shall voluntarily leave his/her job or position.

ARTICLE 20. PAYMENT OF WAGES

(a) All employees will be paid on Friday of a given week for all work through and including the prior Friday.

(b) Notwithstanding subparagraph (a) above, when the services of a daily employee are terminated, the employee shall be paid all monies due the employee under this Agreement within seven (7) calendar days of the employee's termination.

ARTICLE 21. GENERAL DUTIES

(a) Script Supervisor - The Script Supervisor is a liaison between the Employer, Director and Editor. A Script Supervisor shall be required for the production of any motion picture which involves timing, matching, cast, a continuity of action, keeping of lined scripts, or the preparation of notes for the film editor. The functions of a Script Supervisor on such production may involve any or all of the following:

- (1) Making a breakdown of wardrobe and props vital to action;
- (2) Rough timing;
- (3) Preparing a chronology of time lapses within the script;
- (4) Keeping script continuity;
- (5) Timing all scenes and keeping track of master time;

- (6) Working with the Director and Editor to insure that scenes are completely covered;
- (7) Matching action, screen direction, wardrobe, hairdress, props, mood and tempo;
- (8) Numbering picture and sound takes;
- (9) Keeping track of hold, print and n.g. takes and the reason therefor;
- (10) Following dialogue;
- (11) Keeping production reports; keeping track of pages of the script shot, the number of scenes and set-ups, the master time, the company call, the first shot, the meal times and the wrap time;
- (12) Lining the script and preparing daily notes for the editor; and
- (13) Preparing combined continuity from the composite print.

Sufficient time after production must be allowed the Script Supervisor to complete reports necessary upon completion of shooting.

(b) Production Office Coordinator - The Production Office Coordinator is a liaison between the Employer, Production Manager, Assistant Director and the Script Supervisor. As such, the Production Office Coordinator's responsibility extends to the efficient setting-up and running of the production office for a specific production, in the preparatory, filming and final production wrap-up stages. In no event shall a Production Office Coordinator be required to cover more than one (1) production being filmed concurrently by the Employer. The Production Office Coordinator's duties may vary, but he/she will be expected to be familiar with all phases of activity for which the production office will be responsible.

(c) Assistant Production Office Coordinator - The duties of the Assistant Production Office Coordinator shall consist of all general office work specifically related to the production as assigned by the Employer and the Production Office Coordinator. Employment of an Assistant Production Office Coordinator shall not be mandatory. An Assistant Production Office Coordinator shall not be engaged prior to the engagement of a Production Office Coordinator. However, if an

Assistant Production Office Coordinator is used, then Local #161 shall be called to furnish needed personnel. In no event shall an Assistant Production Office Coordinator be required to cover more than one (1) production being filmed concurrently by the Employer.

ARTICLE 22. PREPARATION TIME

The Script Supervisor and the Production Office Coordinator shall be entitled to at least one (1) week of preparation time on a feature film. "Rehearsal time" shall not be considered "preparation time" for the purpose of this Article. The Script Supervisor shall receive one (1) day of preparation time prior to the first episode of the season on one-half (½) hour television shows, and two (2) days of prep time prior to the first episode of the season on one (1) hour television shows.

ARTICLE 23. CREWS

(a) No person other than an employee hereunder shall be permitted to perform the duties of a Script Supervisor, Production Office Coordinator or Assistant Production Office Coordinator. None of the above crafts shall be required to do the work of any other craft. When a second unit is scheduled to shoot concurrently with the first unit at a location separate and apart from the first unit and the shooting is such that matching will be required, a second Script Supervisor shall be employed unless a waiver is given by the Business Representative of Local #161.

(b) Where two (2) or more cameras are in operation, and only one Script Supervisor is employed, and the two (2) or more cameras are in operation fifty (50%) percent or more of the shooting day (defined for the purposes hereof as the elapsed time between the call and the set wrap, excluding meal time(s)), then said Script Supervisor shall be paid a flat sum of forty dollars (\$40) for that day. The provisions of this subparagraph (b) shall be applicable to motion pictures made on film only.

ARTICLE 24. LOCATION

(a) The following provisions are applicable to Script Supervisors only:

(1) All work performed away from a studio, as defined in subparagraph (d) below, shall be considered on location.

(2) An employee sent on location who returns the same day shall have all travel time counted as time worked and paid for as such.

(3) When an employee is assigned to start his day at any studio within the five (5) boroughs or Nassau or Suffolk counties, the employee's time will be counted when reporting to such studio and shall end at such studio. When an employee is assigned to report to a location in Manhattan, between 125th Street and the Battery, the employee's time shall commence when so reporting and shall end when dismissed at a point where suitable public transportation is available.

(4) If an employee is requested to report for shooting for any call to an in-town location outside the area between 125th Street and the Battery, but within the boroughs of Manhattan, Queens, Brooklyn, and the Bronx, then his/her time shall commence when so reporting, except that the employee shall be paid for that time, if any, required to travel from the subway stop nearest to the place of reporting to the place of reporting itself. Any dismissal from any such in-town location shall be governed by the same principle; *i.e.*, the employee's time shall end when dismissed, except that the employee shall be paid for the time, if any, required to travel from the place of dismissal to the subway stop nearest the place of dismissal. The Unit Production Manager and the Script Supervisor shall mutually agree on the time, if any, for which an employee shall be entitled to receive compensation pursuant to the foregoing. When an employee is asked to report to such in-town location, the Employer shall make available crew transportation (taken at the option of the employee) from some point between 125th Street and the Battery to the location, and from the location to some point between 125th Street and the Battery; an employee who opts to take the available transportation shall not be compensated for any travel or waiting time necessitated thereby.

(5) If an employee is requested to report for shooting for any call to that part of New Jersey from the Hackensack River in the west to the Hudson River in the east and from the New Jersey Turnpike to the Liberty State Park in the south to Route 80 to the George Washington Bridge in the north, the employee's time shall commence when so reporting and shall end when dismissed.

(6) A Script Supervisor hired in New York, New Jersey, Connecticut, Delaware or Pennsylvania (other than the area within a fifty (50) mile radius of Pittsburgh) who is transported by the Employer to a location within any of the remaining states covered by Part III of this Agreement or to a location within the geographic coverage of Part IV of this Agreement and is required to remain at such location and be lodged overnight shall be considered a Distant Hire. Distant Hires shall

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

(b) The following provisions are applicable to Production Office Coordinators and Assistant Production Office Coordinators only:

(1) When an employee is assigned to start his day at any studio, as defined in subparagraph (d) below, within the five (5) boroughs or Nassau or Suffolk counties, the employee’s time will be counted when reporting to such studio and shall end at such studio.

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

(A) The Thirty (30) Mile Zone

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

The bargaining parties hereby confirm that for employees who are required to report to work at a studio located within the thirty (30) mile zone, work time begins at call time on the set and ends at time of dismissal. Likewise, the rest period begins at time of dismissal on the set and ends at call time on the set.

(B) Nearby Locations

Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the thirty (30) mile report-to zone) shall be paid mileage based on thirty cents (\$0.30) per mile computed from the perimeter of the area bounded by 125th Street and the Battery to such location and return from such location to the perimeter of such area. In that case, the employee’s work time shall commence at the time which results when the amount of time needed to travel to the location either from a mutually-agreed upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery is added to the call time and shall end at the time which results when the amount of time needed to travel from the location to either such mutually-agreed upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

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

(3) The following shall apply outside the New York metropolitan area:

(A) Local, Nearby and Distant Hires

(i) A Local Hire is defined as any employee whose principal residence is within seventy-five (75) miles of the respective production location.

(ii) A Nearby Hire is defined as any employee whose principal residence lies more than seventy-five (75) miles outside the production location, but within the state of New York, New Jersey, Connecticut, Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island or Vermont or in Washington D.C. Such employee shall be paid a weekly living allowance of no less than \$315 per week, or \$45 per day.

(iii) A Distant Hire is defined as any employee who is not a Local Hire and whose principal residence is outside the geographical definition of a Nearby Hire, as defined in subparagraph (ii) above. Such employee shall be provided with reasonable single occupancy hotel accommodations.

(iv) The Employer may request employees to sign a written statement attesting to their principal residency. A false statement of residency may result in immediate discharge.

(B) Production Zone: The "production zone" is defined as the area within a circle which has a radius of thirty (30) miles measured from the Employer's production office.

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

(D) Mileage Allowance: Unless transported by the Employer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at thirty cents (\$0.30) per mile from the edge of the zone to the production location for all such authorized use of the employee's vehicle.

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

(F) Local and Nearby Hires: Local and Nearby Hires shall be paid "set to set." Local Hires shall not be compensated for mileage unless requested to use their vehicle outside of the thirty (30) mile "production zone" as stated in subparagraph (b)(3)(C) above.

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

(c) An employee who is a Distant Hire, as defined in Article 24(b)(3)(A)(iii) or 24(a)(6) above, shall be guaranteed a minimum of eight (8) hours' straight time pay for each day on location. When no work is performed on a sixth or seventh day in the workweek, the employee shall receive an allowance equivalent to four (4) hours pay at the minimum wage rate, which shall not be considered work time, plus pension and health and welfare contributions for eight (8) hours. In the case of Distant Hire employees for whom the Employer is obligated to make an aggregate pension, health and welfare and annuity contribution for regular workdays, only the amount of the aggregate contribution allocated to pension and health and welfare shall be payable for idle days.

(d) For purposes of this Agreement, a "studio" shall be defined as any facility having a certificate of occupancy for use as a studio, as well as any facility which operated as a studio prior to July 1, 1997, irrespective of whether it has a certificate of occupancy. A subcommittee consisting of representatives from the IATSE New York production locals, including a representative of Local #161, and the Labor Relations representatives of the Employers shall be established to review the definition of "studio." Employers may call a meeting of the subcommittee to review whether a facility should be deemed a "studio" for purposes of this Agreement when the facility is unable to obtain a certificate of occupancy for use as a studio because the applicable governmental authority does not issue such certificates.

ARTICLE 25. TRAVEL/TRANSPORTATION

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

(b) When an employee is required to travel by air, the Employer shall provide such employee with \$100,000 of flight insurance.

(c) First class transportation shall be furnished by the Employer to and from location. Jet coach travel, on a regularly-scheduled commercial airline, shall be deemed first class transportation.

(d) Employees shall not be required to drive or furnish transportation vehicles.

(e) All regular meals shall be furnished by the Employer while traveling, except that the Employer shall provide the employee with a meal allowance, in the appropriate amount listed in Article 16, if no regular meal is furnished while the employee is traveling.

ARTICLE 25.1 COURTESY HOUSING OR TRANSPORTATION

Upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.⁶ The Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

ARTICLE 26. HAZARDOUS WORK

(a) An employee shall not be required to jeopardize his/her working opportunities by having to perform work that is considered hazardous.

⁶ Round trip transportation may include public transportation if reasonable under the circumstances.

(b) The following allowances shall be paid if an employee hereunder does, however, agree to perform services while on aerial flights, space flights, submarine dives, or work in combat zones: \$40.00 for each flight or dive or incident with a maximum of \$80.00 per day. In the event work is performed under any of the above circumstances, the Employer shall cover the employee for the duration of the assignment with a personal accident insurance policy insuring against death and/or dismemberment, in the amount of \$100,000 payable to the beneficiary designated by the employee, and providing for a weekly indemnity of \$100.00 in the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks.

(c) The Employer shall provide suitable wearing apparel for abnormally cold or wet work.

(d) If a difference of opinion arises as to whether an assignment is hazardous, the question shall be settled between the Employer's Production Manager and the Business Agent of Local #161.

ARTICLE 27. SCREEN CREDITS

(a) Screen credits shall be granted to the Script Supervisor and Production Office Coordinator whenever credits are given to the Director, unless, within five (5) days after the request for such credit is made by the individual to the Employer in advance of the start of principal photography, the Employer objects thereto by giving notice in writing to Local #161.

(b) The screen credit requirements herein shall only apply to New York-based productions.

ARTICLE 28. PENSION, WELFARE, AND ANNUITY FUNDS

(a) Plan Merger for Employees Employed in New York, New Jersey and Connecticut

Effective January 1, 2005, the Pension Fund of Local #161, IATSE (hereinafter "the Local #161 Pension Fund"), the Welfare Fund of Local #161, IATSE (hereinafter "the Local #161 Welfare Fund"), and the Local #161 Annuity Trust Fund (hereinafter "the Local #161 Annuity Fund") (all of which are hereinafter collectively referred to as "the Local #161 Funds") were merged into the Motion Picture Industry Pension and Health Plans with respect to those participants employed in

New York, New Jersey and Connecticut under the Local #161 Agreement and the assets and liabilities related to those participants.

(b) Impact on Post '60s and Supplemental Markets Payments

The merger of the Local #161 Funds and the Industry Plans shall have no impact on the calculation of or amount payable under the Post '60s and Supplemental Markets provisions of the Producer - IATSE Basic Agreement or the IATSE Videotape Electronics Supplemental Basic Agreement.

In consideration of the merger agreement, and the Employers' agreement with the pension and health contribution provisions set forth below, Local #161 and the IATSE separately agree as follows: (1) Local #161 agrees that, prior to the expiration of this Agreement, it will not propose any payment for the exploitation of theatrical or television motion pictures on free television or in "Supplemental Markets," as that term is defined in Article XXVIII of the IATSE Basic Agreement; and (2) the IATSE agrees to execute a separate letter of agreement affirming that, prior to the expiration date of this Agreement, it will not propose any change in the payment due under the Post '60s or Supplemental Markets provisions of the IATSE Basic Agreement which takes into account, is tied to, or is by reason of the fact that individuals have been employed on the motion picture under the Local #161 Agreement, the number of individuals employed under the Local #161 Agreement or the salaries paid to individuals employed under the Local #161 Agreement.

(c) Contribution Rates for Employees Employed in New York, New Jersey or Connecticut

The following shall govern Pension, Health and Individual Account Plan contributions for employees employed in New York, New Jersey or Connecticut and employees hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement.

(1) Pension and Health - Basic Rate

An Employer which qualifies as a "\$15 Million Contributor" (as defined below) shall make pension and health contributions as follows:

(A) Pension Plan

The Employer shall pay to the Motion Picture Industry Pension Plan a total of one dollar eighty and sixty-five hundredths cents (\$1.8065) for each hour worked by or guaranteed an employee by such Employer.

(B) Health Plan

(i) For the period commencing March 3, 2019 to and including February 29, 2020, the Employer shall pay to the Motion Picture Industry Health Plan four dollars thirty-one and three-tenths cents (\$4.313) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

For the period commencing March 1, 2020 to and including February 27, 2021, the Employer shall pay to the Motion Picture Industry Health Plan four dollars forty-one and three-tenths cents (\$4.413) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

For the period commencing February 28, 2021 to and including March 2, 2022, the Employer shall pay to the Motion Picture Industry Health Plan four dollars fifty-one and three-tenth cents (\$4.513) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(ii) For a dental plan, the Employer shall pay to the Health Plan eighteen and seven-tenths cents (\$0.187) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(iii) For a vision care plan, the Employer shall pay to the Health Plan five cents (\$0.05) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(C) Retired Employees Fund

(i) Employer shall pay to the Industry Pension Plan, as agent for transmittal to the Motion Picture Industry Health Plan – Retired Employees Fund, thirty cents (\$0.30) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(ii) For a dental plan, the Employer shall pay to the Retired Employees Fund five and one-tenth cents (\$0.051) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(iii) For a vision care plan, the Employer shall pay to the Retired Employees Fund two cents (\$0.02) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

It is understood that any Employer which has been recognized or is hereafter recognized by the Motion Picture Industry Pension and Health Plans as a “\$15 Million Contributor,” and any entity related to or affiliated with such Employer that exists now or may exist in the future, qualifies as a “\$15 Million Contributor.”

(2) Pension and Health - Actual Cost Rate

An Employer which does not qualify as a “\$15 Million Contributor” shall make pension and health contributions to the Industry Plans at rates based on the determination of the actuaries and consultants to be the actual hourly cost of benefits and approved by the Directors of the Industry Plans (“Actual Cost Rate”).⁷ The “Actual Cost Rate” shall be subject to adjustment not more frequently than once per year.

⁷ As of March 3, 2019, the “Actual Cost Rate” is \$4.413 per hour to the Pension Plan, \$8.415 per hour to the Active Employees Health Plan and \$1.960 per hour to the Retired Employees Health Plan, for a total of \$14.788 per hour.

As of March 22, 2020, the “Actual Cost Rate” is \$4.734 per hour to the Pension Plan, \$8.975 per hour to the Active Employees Health Plan and \$1.960 per hour to the Retired Employees Health Plan, for a total of \$15.669 per hour.

(3) Individual Account Plan

The Employer shall pay to the Motion Picture Industry Individual Account Plan six percent (6%) of the scale regular basic hourly rate of pay for all hours worked or guaranteed.

(4) Commencing with the quarter ending September 30, 2018 and at the end of every subsequent calendar quarter during the term of the 2018 IATSE Basic Agreement, the consultants for the Health Plan shall project the level of reserves in the Active Employees Fund and in the Retired Employees Fund for the term of the 2018 IATSE Basic Agreement.

(5) If, at any time during the term of the 2018 IATSE Basic Agreement, the consultants project that the level of reserves in the Active Employees Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Fund will fall below eight (8) months, then up to one percent (1%) shall be reallocated from wages and/or the Individual Account Plan, or any combination thereof, as determined by the IATSE, until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of the Agreement.

(d) Plan Merger for Employees Employed Within the Jurisdiction of Local #161, But Outside of New York, New Jersey and Connecticut

Effective January 1, 2005, the Local #161 Funds were merged into the IATSE National Benefit Plans with respect to those participants employed within the jurisdiction of Local #161 outside of New York, New Jersey and Connecticut, and the assets and liabilities related to those participants. Accordingly, contributions with respect to those employees employed within the jurisdiction of Local #161 in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island and Vermont and in the District of Columbia shall be directed to the IATSE National Benefit Plans and shall be allocated among the IATSE National Pension Fund, the IATSE National Health Plan and Welfare Fund and the IATSE Annuity Fund as determined by the collective bargaining parties.

(e) Pension, Health and Welfare and Annuity Fund
Contributions For Employees Hired and Working Outside
New York, New Jersey or Connecticut, But Within the
Geographic Jurisdiction of this Agreement

(1) Theatrical Motion Pictures

For employees employed on theatrical motion pictures in the States of Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island or Vermont or in the District of Columbia (other than those hired in New York, New Jersey or Connecticut to work in the listed states), in lieu of an hourly Pension and Health and Welfare contribution and a separate Annuity Fund contribution, the Employer shall make an aggregate contribution to the Pension, Health and Welfare and Annuity Funds of \$123.00 per day effective March 3, 2019 (\$127.00 per day effective March 1, 2020 and \$132.00 per day effective February 28, 2021). The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the \$4.00 per day increase in the contribution rate in the first year of the Agreement shall be allocated \$2.00 per day to the IATSE National Health and Welfare Fund and \$2.00 per day to the IATSE National Pension Fund, and the \$4.00 per day increase in the contribution rate in the second year of the Agreement shall be allocated entirely to the IATSE National Health and Welfare Fund. Allocation of the \$5.00 per day increase during the third year of the Agreement shall be made by mutual agreement of the bargaining parties at least ninety (90) days in advance of the effective date of such increase.

(2) Television Motion Pictures

For employees employed on television motion pictures in the States of Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island or Vermont or in the District of Columbia (other than those hired in New York, New Jersey or Connecticut to work in the listed states), in lieu of an hourly Pension and Health and Welfare contribution and a separate Annuity Fund contribution, the Employer shall make an aggregate Pension, Health and Welfare and Annuity Fund contribution of \$121.00 per day effective March 3, 2019 (\$125.00 per day effective March 1, 2020 and \$130.00 per day effective February 28, 2021). The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the \$4.00 per day increase in the contribution rate in the first year of the Agreement shall be allocated \$2.00 per day to the IATSE National Health and Welfare Fund and \$2.00 per day to the IATSE National Pension Fund, and the \$4.00 per day increase in the contribution rate in the second year of the Agreement shall be allocated entirely to the IATSE National Health and Welfare

Fund. Allocation of the \$5.00 per day increase during the third year of the Agreement shall be made by mutual agreement of the bargaining parties at least ninety (90) days in advance of the effective date of such increase.

(f) Administration of Pension, Health and Welfare and Annuity Funds and Individual Account Plans

(1) The requirement to make pension and health and welfare contributions is conditioned on them being tax-deductible. To the extent such contributions are not tax-deductible, those contributions instead will be made to the Annuity Fund or the Individual Account Plan, as applicable.

(2) The Employer shall not be liable in any respect because of the neglect, failure or refusal of any other Employer to make payments to the Motion Picture Industry Plans or to the IATSE National Benefit Funds, or to file reports as required under the provisions of any agreement between any other Employer and Local #161.

(3) The right of the Trustees of said Funds to enforce collections of contributions due hereunder shall in no way affect or diminish the right of Local #161 to enforce the terms of this Agreement.

(4) Local #161 shall be considered an employer solely for the purpose of being allowed to make contributions to the Motion Picture Industry Pension and Health Funds and Individual Account Plan on behalf of its officers and employees. In addition, retirees under the Motion Picture Industry Pension Plan or the IATSE National Pension Fund may be covered, either in whole or in part, for benefits under the Motion Picture Industry Health Plan or the IATSE National Health and Welfare Fund, as applicable, if and to the extent so determined by the Trustees of the respective Plans or Funds.

(5) The bargaining parties will recommend to the Directors of the Motion Picture Industry Pension Plan and to the Trustees of the IATSE National Pension Fund that future pension benefit increases be based upon a funding margin range of seven percent (7%) to ten percent (10%) (as measured by withdrawal liability standards for PBGC purposes, but using the Plan's or Fund's interest rate assumption for actuarial purposes). The bargaining parties recognize, however, that the Trustees must take into account other considerations in making benefit improvements, and that the foregoing is not intended to interfere with the Trustees' fiduciary obligation to discharge their duties solely in the interest of the Pension Plan's or Fund's participants and beneficiaries.

(6) Contributions which were formerly directed to the Local #161 Annuity Trust Fund, prior to the mergers referred to in subparagraphs (a) and (d) above, and which are now directed to either the Motion Picture Industry Individual Account Plan or to the IATSE Annuity Fund, are in lieu of any and all vacation payments and vacation provisions formerly included in this Agreement.

(g) Production Accountants

The Directors of the Motion Picture Industry Pension and Health Plans have amended the non-affiliate eligibility resolution regarding pension and health contributions for production accountants to allow pension and health contributions to be made to the Motion Picture Industry Pension and Health Plans on behalf of production accountants working in New York or New Jersey or who are hired by the Employer in New York or New Jersey to perform services outside those states, but within the limits of the United States, its territories and Canada.

ARTICLE 28.1. 401(k) PLAN

The Employers agree that individuals employed under the Local #161 Agreement may participate in the Local #52 401(k) Plan, subject to the same terms and conditions as individuals employed under the Local #52 Agreement.

ARTICLE 29. VACATION

Except as otherwise provided in this Agreement, individuals employed under the Local #161 Agreement in New York, New Jersey or Connecticut or individuals hired in New York, New Jersey or Connecticut to work outside those states, but within the geographic jurisdiction of the Local #161 Agreement, shall be paid vacation pay in the amount of one percent (1%) of the applicable straight time hourly scale rate of pay for all hours worked at straight time.

ARTICLE 30. IATSE TRAINING TRUST FUND

(a) Employer shall contribute to the IATSE Training Trust Fund forty dollars (\$40.00) for each shooting day on which the Employer employs an individual in New York, New Jersey or Connecticut under the terms of this Agreement, with a maximum contribution of two thousand five hundred dollars (\$2,500) per calendar year per Employer. An Employer will be deemed to have reached the maximum contribution

to the IATSE Training Trust Fund of two thousand five hundred dollars (\$2,500) per calendar year under this subparagraph (a) when the total contribution by Employers within the same corporate family as the Employer has reached two thousand five hundred dollars (\$2,500) per calendar year. Contributions hereunder shall be due within ninety (90) days following receipt of an invoice from the IATSE Training Trust Fund to be sent after the end of the calendar year.

(b) Employer shall contribute to the IATSE Training Trust Fund seven cents (\$0.07) per hour for each hour worked, up to a maximum of twelve (12) hours per day, by an employee employed under Part III of this Agreement, but outside New York, New Jersey and Connecticut (*i.e.*, for each employee employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia).

ARTICLE 31. SAFETY CONTACT INFORMATION

Call sheets shall identify the name and phone number of the Employer's safety contact, which may be an individual or a department, as well as the phone number for the Employer's safety hotline.

IV. WORKING CONDITIONS FOR EMPLOYEES WORKING IN FLORIDA, GEORGIA, MARYLAND, NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA AND WEST VIRGINIA

Except as otherwise provided in Article 35:

Effective April 21, 2019, the working conditions for employees working on theatrical or television motion pictures in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia (the "Southeastern States") shall be as provided below. Prior to April 21, 2019, the working conditions set forth in Part IV of the 2016 Motion Picture Theatrical and Television Series Production Contract shall apply.

ARTICLE 32. WORK DAY

(a) A work day consists of a minimum of eight (8) hours, excluding meal periods.

(b) A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid at double time for those hours worked on the calendar holiday.

ARTICLE 33. WORKWEEK

A workweek consists of either five (5) consecutive or six (6) consecutive work days out of any seven (7) consecutive calendar days, commencing with the first day worked. (The sixth day worked need not be consecutive when the Employer has established a regular workweek consisting of five (5) days.) The workweek may be shifted two (2) times without incurring additional costs during principal photography for each production (in the case of episodic television, the workweek may be shifted two (2) times 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)). Any workweek shift shall be subject to a minimum thirty-two (32) hour rest period.

ARTICLE 34. OVERTIME AND PREMIUM PAY

(a) For all hours worked after eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked on a sixth work day in a workweek, an employee shall be paid one and one-half (1½) times the employee's regular hourly rate.

(b) For all hours worked in excess of twelve (12) hours of work on any work day, an employee shall be paid two (2) times the employee's regular basic hourly rate; however, on television productions, the employee shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after fourteen (14) elapsed hours.

(c) For all hours worked on a seventh workday in the employee's workweek or on a holiday, an employee shall be paid two (2) times the employee's regular basic hourly rate.

(d) Overtime and premium rates will be paid in one-tenth (1/10) hour increments. Overtime and premium rates may not be compounded.

ARTICLE 35. PENSION FUND, WELFARE FUND AND ANNUITY FUND CONTRIBUTIONS

(a) Plan Merger for Employees Employed Within the Jurisdiction of Local #161, But Outside of New York, New Jersey and Connecticut

Effective January 1, 2005, the Local #161 Funds were merged into the IATSE National Benefit Plans with respect to those participants employed within the jurisdiction of Local #161 outside of New York, New Jersey and Connecticut, and the assets and liabilities related to those participants. Accordingly, contributions with respect to those employees employed in the jurisdiction of Local #161 within the Southeastern States shall be directed to the IATSE National Benefit Plans and shall be allocated among the IATSE National Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as determined by the collective bargaining parties.

(b) For employees working on theatrical motion pictures in Florida, the Employer shall be obligated to make an aggregate Pension, Health and Welfare and Annuity Fund contribution of \$126.00 per day effective March 3, 2019 (\$130.00 per day effective March 1, 2020 and \$135.00 per day effective February 28, 2021) for each employee employed on such motion pictures. The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the \$4.00 per day increase in the contribution rate in the first year of the Agreement shall be allocated \$2.00 per day to the IATSE National Health and Welfare Fund and \$2.00 per day to the IATSE National Pension Fund, and the \$4.00 per day increase in the contribution rate in the second year of the Agreement shall be allocated entirely to the IATSE National Health and Welfare Fund. Allocation of the \$5.00 per day increase during the third year of the Agreement shall be made by mutual agreement of the bargaining parties at least ninety (90) days in advance of the effective date of such increase.

(c) For employees working on theatrical motion pictures in Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, the Employer shall be obligated to make an aggregate Pension, Health and Welfare and Annuity Fund contribution of \$123.00 per day effective March 3, 2019 (\$127.00 per day effective March 1, 2020 and \$132.00 per day effective February 28, 2021) for each employee employed on such motion pictures. The allocation of the above-

described per day contribution shall be agreed upon by the parties; however, the \$4.00 per day increase in the contribution rate in the first year of the Agreement shall be allocated \$2.00 per day to the IATSE National Health and Welfare Fund and \$2.00 per day to the IATSE National Pension Fund, and the \$4.00 per day increase in the contribution rate in the second year of the Agreement shall be allocated entirely to the IATSE National Health and Welfare Fund. Allocation of the \$5.00 per day increase during the third year of the Agreement shall be made by mutual agreement of the bargaining parties at least ninety (90) days in advance of the effective date of such increase.

(d) For employees working on television motion pictures in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, the Employer shall be obligated to make an aggregate Pension, Health and Welfare and Annuity Fund contribution of \$113.00 per day effective March 3, 2019 (\$117.00 per day effective March 1, 2020 and \$122.00 per day effective February 28, 2021) for each employee employed on such motion pictures. The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the \$4.00 per day increase in the contribution rate in the first year of the Agreement shall be allocated \$2.00 per day to the IATSE National Health and Welfare Fund and \$2.00 per day to the IATSE National Pension Fund, and the \$4.00 per day increase in the contribution rate in the second year of the Agreement shall be allocated entirely to the IATSE National Health and Welfare Fund. Allocation of the \$5.00 per day increase during the third year of the Agreement shall be made by mutual agreement of the bargaining parties at least ninety (90) days in advance of the effective date of such increase.

(e) Notwithstanding the above provisions, any employee who is hired in New York, New Jersey or Connecticut to work in the Southeastern States shall receive the applicable fringe benefit amounts payable for persons working in New York, as set forth in Article 28(c).

(f) Subparagraphs (f)(1)-(3), (5) and (6) of Article 28 shall also apply to employees working on motion picture productions in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia.

ARTICLE 36. REST PERIODS

There will be a nine (9) hour daily rest period after dismissal. If an employee works fourteen (14) or more hours on two (2) consecutive days for the same Employer on the same production, there will be a ten (10) hour rest period, commencing upon the employee's dismissal on the

second consecutive day so worked and continuing each day thereafter that the employee works for the same Employer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off. The preceding sentence shall not apply to pilots nor to series in their first season of production.

The penalty for a violation of the rest period (*i.e.*, for allowing less than the applicable rest period), shall be to pay for the invaded hours only at an additional straight time.

ARTICLE 37. LOCAL, NEARBY AND DISTANT HIRES

(a) A Local Hire is defined as any employee whose principal residence is within seventy-five (75) miles of the respective production location.

(b) A Nearby Hire is defined as any employee whose principal residence lies more than seventy-five (75) miles outside the production location, but within the state of Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia or West Virginia. Such employee shall be paid a weekly living allowance of no less than \$315 per week, or \$45 per day.

(c) A Distant Hire is defined as any employee who is not a Local Hire or a Nearby Hire, as defined in Article 37(a) or (b) above. Such employee shall be provided with reasonable single occupancy hotel accommodations.

(d) The Employer may request employees to sign a written statement attesting to their principal residency. A false statement of residency may result in immediate discharge.

(e) The Employer shall pay per diem to Distant Hires, as defined in Article 37(c) above, at the following rates per day:

Breakfast	\$10.00
Lunch	\$14.00
Dinner	<u>\$27.00</u>
Total Per Diem	\$51.00

(f) Any meals provided by the Employer may be deducted from per diem at the above-stated rates.

ARTICLE 38. LIABILITY INSURANCE

The Employer must carry appropriate liability insurance and provide Workers' Compensation coverage for all employees.

ARTICLE 39. IDLE PAY

(a) Distant Hires The Employer shall pay each Distant Hire employee four (4) hours at the employee's scale hourly rate for each idle sixth or seventh day in a workweek, plus pension and welfare contributions for eight (8) hours. In the case of Distant Hire employees for whom the Employer is obligated to make an aggregate pension, health and welfare contribution for regular workdays, only the amount of the aggregate contribution allocated to pension and welfare shall be payable for idle days.

(b) Nearby Hires For six (6) day workweeks only, the Employer shall make a daily benefit plan contribution on behalf of each Nearby Hire employee for each idle seventh day in an amount equal to that portion of the aggregate pension, welfare and annuity contribution which is allocated to pension and welfare.

ARTICLE 40. MEALS

(a) Meal periods shall not be less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. Not more than one (1) 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 a second meal shall be one and one-half ($1\frac{1}{2}$) hours except when such meal is provided at the Employer's expense. With the exception of "off production" employees, meals shall be provided by the Employer or a meal allowance shall be paid. However, when the Employer furnishes meals to a shooting unit, and an "off production" crew is working on the same site at the same time for the same production, the Employer will either furnish meals to the "off production" crew or pay the "off production" crew a meal allowance. Payments of per diem to an employee shall be deemed to satisfy the meal allowance obligation.

(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 shall commence within six (6) hours after the end of the preceding meal period. An employee's first meal period shall commence

no earlier than two (2) hours after such employee reports for work except that persons called up to two (2) hours earlier than the regular crew call who are provided with a non-deductible hot breakfast and time to sit and eat (within one (1) hour before or after the regular crew call) will have their first deductible meal period due at the same time as a meal is due for the regular crew.

(c) Meal intervals may be extended twelve (12) minutes without penalty when used for completing a camera set-up in progress or one-half ($\frac{1}{2}$) hour for wrap if the employee is dismissed within one-half ($\frac{1}{2}$) hour. If the employee is not dismissed within said one-half ($\frac{1}{2}$) hour extension, meal penalty shall be computed from the end of the sixth hour following the previous meal.

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

First half-hour ($\frac{1}{2}$) meal delay or fraction thereof. \$7.50

Second half-hour ($\frac{1}{2}$) meal delay
or fraction thereof. \$10.00

Third and each succeeding half-hour ($\frac{1}{2}$) meal delay
or fraction thereof. \$12.50

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

First half-hour ($\frac{1}{2}$) meal delay or fraction thereof. \$8.50

Second half-hour ($\frac{1}{2}$) meal delay
or fraction thereof. \$11.00

Third and each succeeding half-hour ($\frac{1}{2}$) meal delay
or fraction thereof. \$13.50

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

(e) As an alternative to the foregoing provisions of this Paragraph as they relate to "on production" employees, the Employer, 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. Hot catered food shall be available during the

shooting day. An employee's consent to the use of a "French hours" meal system shall not be a condition of employment.

ARTICLE 41. HOLIDAYS

The following days shall be recognized as holidays: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If any of the above-named holidays falls on a Sunday, the following Monday shall be considered the holiday and if any of the above-named holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that during six (6) day workweeks, Saturday holidays will be recognized on Saturday.

Pay for holidays which are not worked shall be calculated on the basis of eight (8) hours (at the employee's regular straight time hourly rate). In order for an employee to be eligible for pay for a holiday which is not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday. (If the next scheduled work day after the holiday follows a hiatus of one (1) week or more, no holiday pay shall be payable.)

There shall be no pay for any holiday not worked for employees working on long-form television productions, pilots, the first season of any one-hour television series or the first and second production seasons of any series made for basic cable or The CW. There shall be a 50% reduction in pay for any holiday not worked for employees working on the third production season of any series made for basic cable or The CW. Thereafter, pay for any holiday not worked shall be as provided in the foregoing paragraph.

Work on any holiday shall be paid at a premium rate in accordance with Article 34(c) above.

ARTICLE 42. TRAVEL

(a) Production Zone: The "production zone" is defined as the area within a circle which has a radius of thirty (30) miles measured from the Employer's production office.

(b) Nearby Location: Employees requested to report to any production location outside the "production zone" shall be paid travel time and a mileage allowance as described herein, unless the Employer

provides transportation. The Employer shall provide transportation to all production locations to all employees who are housed by the Employer.

(c) Mileage Allowance: Unless transported by the Employer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at thirty cents (\$0.30) per mile from the edge of the zone to the production location for all such authorized use of the employee's vehicle.

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

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

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

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

ARTICLE 43. PAYMENT OF WAGES

Wages must be paid to employees no later than the Friday following the end of each production workweek.

ARTICLE 44. HAZARDOUS WORK

(a) The Employer will not require any employee to perform any work that the employee reasonably considers to present a clear and present danger to his or her health and safety.

(b) An employee requested to perform hazardous work may negotiate a special rate for performing such work. If no agreement is reached, the employee's work opportunities will not be jeopardized by refusing to perform such work.

(c) The Employer will strictly conform with all recognized industry health and safety standards and all applicable health and safety rules and regulations.

ARTICLE 45. CANCELLATION OF CALLS AND WEATHER-PERMITTING CALLS

(a) In the event of cancellation for previously called employees, it is understood that if notification is not given by 6:00 p.m. of the previous day's work, then the employee shall be paid an eight (8) hour minimum call.

(b) The Employer may cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes). The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Employer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (*i.e.*, Sunday in the case of a Monday call). Local #161 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this provision due to other weather conditions.

(c) The Employer may issue a "weather-permitting" call for snow, sleet, ice storms or hurricanes to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call has previously been given). The Employer shall provide notice to the Union upon issuance of a "weather-permitting" call. The Employer may cancel a "weather-permitting" call up to four (4) hours prior to the call time.

In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third ($\frac{1}{3}$) of the amount due under Article 35 to IATSE National Benefit Funds. (An employee hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement, shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health

and IAP contributions pursuant to Article 28(c).) However, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

The foregoing is in addition to the Employer's rights under Article 45(a) and (b) above. Hours paid for a cancelled "weather-permitting" call shall not be counted for purposes of calculating overtime.

Local #161 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Article 45(c) for other weather conditions.

ARTICLE 46. EARNINGS REPORT

Upon request of Local #161 to the Employer, the Employer will authorize its payroll company to provide the Union, not more frequently than once per calendar month, with an earnings report for employees covered under Part IV of this Agreement.

ARTICLE 47. IATSE TRAINING TRUST FUND

Employer shall contribute to the IATSE Training Trust Fund seven cents (\$0.07) per hour for each hour worked, up to a maximum of twelve (12) hours per day, by an employee employed under Part IV of this Agreement (*i.e.*, for each employee employed in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia or West Virginia).

ARTICLE 48. SAFETY CONTACT INFORMATION

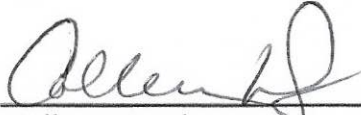
Call sheets shall identify the name and phone number of the Employer's safety contact, which may be an individual or a department, as well as the phone number for the Employer's safety hotline.

ARTICLE 49. COURTESY HOUSING OR TRANSPORTATION

Upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew

parking area to home and return at the Employer's expense.⁸ The Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

**MOTION PICTURE SCRIPT SUPERVISORS AND
PRODUCTION OFFICE COORDINATORS, LOCAL #161,
I.A.T.S.E.**

By: 
Colleen Donahue
Business Agent

Date: 10/12/20

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

By: 
Carol A. Lombardini
President

Date: October 2, 2020

⁸ Round trip transportation may include public transportation if reasonable under the circumstances.

EXHIBIT "A"
Employers Represented by the AMPTP
in the 2019 Local #161 Negotiations

1440 Productions LLC

ABC Studios

ABC Signature Studios, Inc.

ABC Studios New York, LLC

Adobe Pictures, Inc.

Ambient Sounds Productions LLC

Big Indie Pictures, Inc.

Bonanza Productions, Inc.

CBS Films Inc.

CBS Studios Inc.

Columbia Pictures Industries, Inc.

Delta Blues Productions LLC

DW Studios Productions L.L.C.

Eye Productions Inc.

Film 49 Productions, Inc.

Focus Features Productions LLC

FTP Productions, LLC

GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.

Horizon Scripted Television Inc.

Hostage Productions, Inc.

Jay Squared Productions, LLC

Kapital Productions, LLC

Kenwood TV Productions, Inc.

Kiki Tree Pictures, Inc.

Main Gate Productions, LLC

Marvel Picture Works LLC

Mesquite Productions, Inc.

Metro-Goldwyn-Mayer Pictures Inc.

MGM Television Entertainment Inc.

Minim Productions, Inc.

New Line Productions, Inc.

New Regency Productions, Inc.

Olive Avenue Productions LLC

On the Brink Productions, Inc.

Open 4 Business Productions LLC

Orange Cone Productions LLC

Pacific 2.1 Entertainment Group, Inc.

Palladin Productions, LLC

Paramount Pictures Corporation

Patch Bay Productions LLC

Picrow, Inc.

Picrow Features Inc.

Picrow Streaming Inc.

PP21 Productions LLC

S&K Pictures, Inc.

Salty Pictures, Inc.

San Vicente Productions, Inc.

Screen Gems Productions, Inc.

Turner Films, Inc.

TVM Productions, Inc.

Twentieth Century Fox Film
Corporation

Universal Content Productions LLC

Universal Pictures, A Division of
Universal City Studios LLC

Warner Bros. Pictures

Warner Bros. Television Production

Warner Specialty Productions Inc.

YNFS Productions LLC

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.

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of October 1, 1984
Revised as of July 1, 1997
Revised as of March 3, 2003
Revised as of March 3, 2007
Revised as of March 3, 2010
Revised as of March 3, 2013
Revised as of March 13, 2016
Renewed as of March 3, 2019

Colleen Donahue
Business Agent
Local #161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: Video Tape Memorandum

Dear Colleen:

This letter shall supplement the 2019 "Motion Picture Theatrical and TV Series Production Agreement" by and between Motion Picture Script Supervisors and Production Office Coordinators, Local #161, I.A.T.S.E. & M.P.T.A.A.C., on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers listed in Exhibit "A" to the 2019 Local #161 Motion Picture and TV Series Production Agreement, on the other hand.

The Local #161 Video Tape Memorandum, dated July 7, 1983 has previously been extended to and including March 2, 2019. The parties are, pursuant to the Video Tape Memorandum, committed to negotiate a Video Tape Agreement consistent with the Video Tape Memorandum as soon as possible.

Accordingly, this will acknowledge that the Local #161 Video Tape Memorandum be further extended until and unless terminated on sixty (60) days notice.

Sideletter re Video Tape Memorandum
Renewed as of March 3, 2019
Page 2

If the foregoing constitutes our understanding, kindly execute a copy of this letter
in the space provided and it will become a binding agreement between us.

Sincerely,

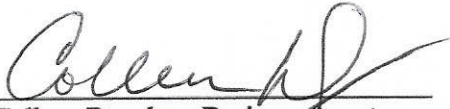


Carol A. Lombardini

On behalf of the Employers listed in Exhibit A

ACCEPTED AND AGREED:

**MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION
OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.**



Colleen Donahue, Business Agent

Date: 10/12/20

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

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

Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of March 3, 2007

As of March 3, 2010

As of March 3, 2013

Revised as of March 13, 2016

Colleen Donahue

Business Agent

Local #161, Script Supervisors / Continuity Coordinators /

Production Office Coordinators / Production Auditors /

Commercial Coordinators

630 Ninth Avenue, Suite 1103

New York, New York 10036

Re: **Special Rules Governing Employment on New One-Hour
Episodic Series**

Dear Colleen:

If any one-hour series produced in Los Angeles under the terms of the Producer – IATSE Basic Agreement shoots all or part of any episode(s) within the geographic jurisdiction of Local #161, such episode(s) shall be treated, for purposes of wages, hours and working conditions of employees engaged on such episode(s), as if they were produced within the geographic jurisdiction of Local #161 (*i.e.*, a Los Angeles-based series that started before March 3, 2007 will be subject to the "existing one-hour series" rates and a Los Angeles-based series that started after March 3, 2007 will be subject to the "new one-hour series" rates).

Likewise, if a new one-hour episodic series produced under the Local #161 Agreement shoots all or part of any episode(s) in Los Angeles, the employees working under the Producer – IATSE Basic Agreement shall be subject to the terms and conditions of the Sideletter Re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Series (Other than Pilots or Series Made for Basic Cable) as set forth in the Basic Agreement.

Sincerely,



Carol A. Lombardini

on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

**MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION
OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.**


Colleen Donahue

Date: 2/14/17

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

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

Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of March 3, 2007

As of March 3, 2010

As of March 3, 2013

Reissued as of March 13, 2016

Colleen Donahue

Business Agent

Local #161, Script Supervisors / Continuity Coordinators /

Production Office Coordinators / Production Auditors /

Commercial Coordinators

630 Ninth Avenue, Suite 1103

New York, New York 10036

Re: **Hotel Accommodation Policies**

Dear Colleen:

Each Employer agrees to provide Local #161 with a copy of its policies regarding hotel accommodations for employees who work long hours and to discuss same with the Local on an individual basis. A subcommittee of Employer representatives and Local #161 representatives will be formed to address this subject and will meet at the next IATSE-AMPTP Quarterly Meeting.

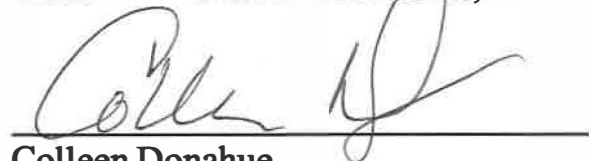
Sincerely,



Carol A. Lombardini
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

**MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION
OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.**


Colleen Donahue

Date: 2/14/17

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Carol A. Lombardini
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Direct: 818.935.5930

SIDELETTER

As of March 3, 2007

As of March 3, 2010

As of March 3, 2013

Reissued as of March 13, 2016

Colleen Donahue

Business Agent

Local #161, Script Supervisors / Continuity Coordinators /

Production Office Coordinators / Production Auditors /

Commercial Coordinators

630 Ninth Avenue, Suite 1103

New York, New York 10036

Re: Travel Coordinators/Visual Effects Department Coordinators

Dear Colleen:

Any individual assigned to a production on a full-time basis solely for the purpose of making travel arrangements for production employees who is working under the supervision of the Production Office Coordinator shall be covered under the Local #161 Agreement as an Assistant Production Office Coordinator.

Whenever Local #161 believes that a Visual Effects Coordinator should be covered under the Local #161 Agreement as an Assistant Production Office Coordinator, it shall so advise the Labor Relations representative of the Employer and provide to the Labor Relations representative a written description of the functions that the Visual Effects Coordinator is or will be performing. The Employer agrees that it will consider such requests on a case-by-case basis.

Sincerely,



Carol A. Lombardini
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

**MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION
OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.**


Colleen Donahue

Date: 2/14/17

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SIDELETTER

As of March 3, 2007

As of March 3, 2010

As of March 3, 2013

Reissued as of March 13, 2016

Colleen Donahue

Business Agent

Local #161, Script Supervisors / Continuity Coordinators /

Production Office Coordinators / Production Auditors /

Commercial Coordinators

630 Ninth Avenue, Suite 1103

New York, New York 10036

Re: **Tandem Production of Episodes of One-Hour Episodic Series**

Dear Colleen:

An Employer which produces episodes of a one-hour episodic series on a tandem basis shall hire an additional Assistant Production Office Coordinator for preparation and shooting periods.

Sincerely,

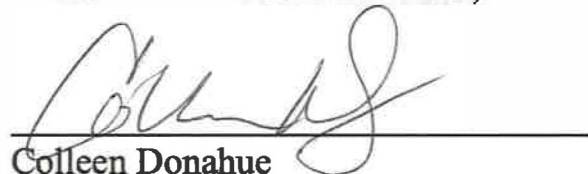


Carol A. Lombardini

on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

**MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION
OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.**


Colleen Donahue

Date: 2/14/17

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As of March 3, 2010
Renewed as of March 3, 2013
Revised as of March 13, 2016
Revised as of March 3, 2019

Colleen Donahue
Business Agent
Local #161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: **Productions Made for New Media**

Dear Colleen:

This Sideletter confirms the understanding of Motion Picture Script Supervisors and Production Office Coordinators, Local #161 (hereinafter "Local #161"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers listed in Exhibit "A" to the 2019 Local #161 Motion Picture Theatrical and TV Series Production Agreement (hereinafter referred to individually as "the Employer" and collectively as "the Employers"), on the other hand, (collectively "the parties"), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Motion Picture Script Supervisors and Production Office Coordinators, Local #161, Motion Picture Theatrical and TV Series Production Agreement with Major Producers (hereinafter "the Local #161 Agreement") that are made for the Internet, mobile devices, or any other new media platform in existence as of March 3, 2010 (hereinafter collectively referred to as "New Media").¹ With respect to such productions intended for initial use in New Media, the parties agree as follows:

When the parties entered into the 2016 negotiations, they mutually understood that the economics of New Media production were uncertain and that greater flexibility in terms and conditions of employment was therefore mutually beneficial. The parties understood that if one or more business models developed such that New Media production became an economically viable medium, then the parties would mutually recognize that fact in future agreements.

During the 2019 negotiations, in recognition of emerging subscription video-on-demand services exhibiting mid-budget and high budget dramatic productions, the parties agreed to modify the terms and conditions for "mid-budget" dramatic

¹ This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph D. below and the terms and conditions for “high budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph F. below.

A. Recognition

The Employer recognizes Local #161 as the exclusive bargaining representative of employees employed within the classifications covered by the Local #161 Agreement on entertainment motion pictures of the type traditionally covered under the Local #161 Agreement or the 2019 Supplemental Digital Production Agreement with Motion Picture Script Supervisors and Production Office Coordinators, Local #161 (hereinafter "the Digital Agreement") which are intended for initial exhibition in New Media, but excluding news, sports, documentaries² and "Experimental New Media Productions," as that term is defined below, within the geographic scope covered by the Local #161 Agreement.

B. Coverage

Coverage shall be at the Employer's option with respect to "Experimental New Media Productions." Should the Employer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D. below, shall apply.

An "Experimental New Media Production" is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) \$15,000 per minute of program material as exhibited, and (b) \$300,000 per single production as exhibited, and (c) \$500,000 per series of programs produced for a single order; and (2) on which fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers television productions as well as productions made for New Media. With respect to any employee working within the geographic scope of the Producer – IATSE Basic Agreement (hereinafter "the Basic Agreement") or the Producer – IATSE Videotape Electronics Supplemental Basic Agreement (hereinafter "the Videotape Agreement"), such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement or on New Media Productions covered under this Sideletter or the corresponding sideletter in

² The exclusion of news, sports and documentary productions made for new media tracks language in the Sideletter re Productions Made for New Media in the 2018 Producer – IATSE Basic Agreement and is included here for the sake of uniformity and completeness, notwithstanding the fact that news, sports and documentaries are not motion pictures of the type traditionally covered under the Local #161 Agreement.

the Basic or Videotape Agreements.³ With respect to any employee working in the respective classifications and geographic scope of any other industry-wide agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such agreement and/or on New Media productions covered under any such agreement.⁴ Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers' room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties which are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, NTSC Video Master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

If the Employer began production of an "Experimental New Media Production" which the Employer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production in classifications covered by, and within the geographic scope of, an industry-wide collective bargaining agreement which meets the description in the first sentence of the second paragraph of this Paragraph B., and such employees meet the description in the second and/or third sentences of the second paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph (but including at least one (1) employee covered under this sideletter), then said production shall automatically be deemed covered hereunder, starting from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Employer shall use reasonable efforts to notify Local #161 that it intends to cover an "Experimental New Media Production" by the start of principal photography.

^{3, 4} The Producer shall be entitled to rely on the representation of the employee as to whether he or she meets the "thirty (30) or more days of work experience within the last three (3) years" requirement.

C. Terms and Conditions of Employment on Derivative New Media Productions (Other Than a Derivative "High Budget" New Media Production Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform ("High Budget SVOD Program"))

A "Derivative New Media Production" is a production for New Media based on an existing television motion picture covered by the Basic Agreement, the Local #52 Agreement or the Local #161 Agreement that was produced for "traditional" media – *e.g.*, a free television, basic cable or pay television motion picture ("the source production") – and is otherwise included among the types of motion pictures traditionally covered by the Local #161 Agreement. It is understood and agreed that a production for New Media that is based on an existing television program covered by the Videotape Agreement, or that is based on a videotape program covered by the Local #52 or #161 Agreements, shall not be considered a "Derivative New Media Production."

Employees may be employed by an Employer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative New Media Production shall be considered part of the workday for the employees on the source production and shall trigger overtime if work on the Derivative New Media Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including full benefits, shall continue as if the employee were continuing to work on the source production.

In all other situations, terms and conditions of employment on a Derivative New Media Production (other than a "High Budget SVOD Program" as defined in Paragraph F. below) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

D. Terms and Conditions of Employment on Original New Media Productions (Other Than a "High Budget SVOD Program")

(1) Terms and conditions of employment on Original New Media Productions (other than a "Mid-Budget SVOD Program" as defined in Paragraph D.(2) below and other than an Original "High Budget SVOD Program" as defined in Paragraph F. below) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

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

(i) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to March 1, 2020; or

(ii) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after March 1, 2020, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to March 1, 2020. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to March 1, 2020.

Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after March 1, 2020 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).⁴

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local #161-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

(b) Mid-Budget SVOD Programs Defined

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

⁴ In the event that the Employer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to the Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

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

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

(c) Terms and Conditions

The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the 2019 Local #161 Motion Picture Theatrical and TV Series Production Agreement for a long-form television motion picture, except that:

(i) Employees employed on a Mid-Budget SVOD Program shall be paid at the wage rates set forth in Article 10(a)(3) or 10(b)(3), as applicable, for the period two periods prior to the period in question (*e.g.*, during the period March 1, 2020 to February 28, 2021, the wage rate for the period March 4, 2018 to March 2, 2019 shall apply);

(ii) Article 29 regarding vacation pay shall not apply; and

(iii) Paragraph E.(5) of this Sideletter shall apply.

E. Other Provisions (For Other Than a "High Budget SVOD Program")

(1) Union Security

The provisions of Article II, "Union Security," of the Basic Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this Sideletter and on motion pictures of the type traditionally covered under the Local #161 Agreement.

Local #161 acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of Local #161.

(2) Pension, Health and Individual Account Plans

(a) On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), Employer's only obligation hereunder with regard to fringe benefit contributions shall be as follows:

(i) With respect to employees working on New Media Productions covered under this Sideletter in New York, New Jersey, or Connecticut, or with respect to employees hired in New York, New Jersey or Connecticut to work outside those three (3) states, but within the geographic jurisdiction of the Local #161 Agreement, Employer shall make contributions to the Active Employees Fund, as required by Article 28(c)(1)(B) or 28(c)(2), as applicable, of the Local #161 Agreement, and to the Retired Employees Fund, as required by Article 28(c)(1)(C) or 28(c)(2), as applicable, of the Local #161 Agreement, on behalf of each such employee; or

(ii) With respect to employees working on New Media Productions covered under this Sideletter outside New York, New Jersey and Connecticut, but within the jurisdiction of the Local #161 Agreement, other than those employees covered by Paragraph E.(2)(a)(i) above, Employer shall make only that portion of the aggregate contribution set forth in Article 35(d) of the Local #161 Agreement that is attributable to the IATSE National Health and Welfare Fund on behalf of each such employee.

(b) On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), or when employees are assigned by the Employer to a Derivative New Media Production as part of their regular workday on the source production, Employer shall be obligated to make fringe benefit contributions as follows:

(i) With respect to employees working on New Media Productions covered under this Sideletter in New York, New Jersey or Connecticut, or with respect to employees hired in New York, New Jersey or Connecticut to work outside those three (3) states, but within the geographic jurisdiction of the Local #161 Agreement, Employer shall make pension, health and Individual Account Plan contributions to the Motion Picture Industry Pension and Health Plans in accordance with Article 28(c) of the Local #161 Agreement; or

(ii) With respect to employees working on New Media Productions covered under this Sideletter outside New York, New Jersey and Connecticut, but within the jurisdiction of the Local #161 Agreement, other than

those employees covered by Paragraph E.(2)(b)(i) above, Employer shall make pension, welfare and annuity contributions to the IATSE National Benefit Funds as required by Article 35(d) of the Local #161 Agreement.

(3) Preference of Employment/Industry Experience Roster

There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder.

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Employer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration procedure set forth in Article XXXII of the Basic Agreement, except that references therein to "the Local Union" shall be replaced with "the IATSE" and the provisions with respect to the Step Two Conciliation Committee shall be deleted.

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on Productions Made for New Media and that there will be full interchange of job functions among employees, so that a single employee may be required to perform the functions of multiple job classifications covered hereunder or under other industry-wide agreements referred to in the first sentence of the second paragraph of Paragraph B. above.

(6) No Strike, No Lockout

During the term of this Agreement, the Union agrees not to engage in any strike, sympathy strike or work stoppage against the Employer. The Employer agrees not to engage in any lockout of its employees employed hereunder during the term of this Agreement.

(7) Call Sheet

Employer shall use best efforts to indicate on the call sheet that the production is a covered New Media Production produced under the Sideletter Re: Productions Made for New Media. In the event that the Employer fails to do so, the Union shall notify the Employer. This provision shall not be subject to grievance and arbitration.

(8) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions shall be applicable to employees employed on New Media Productions.

F. “High Budget” Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform

(1) Prospective Application

The terms and conditions set forth in this Paragraph F. shall be applicable prospectively only. They shall not apply to:

(a) any program or series that would otherwise qualify as a “High Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to June 1, 2016; or

(b) any program or series that would otherwise qualify as a “High Budget SVOD Program” within the meaning of this Sideletter for which the principal photography of the program or the first episode of the series commenced after June 1, 2016, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to June 1, 2016. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to June 1, 2016.

Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of the Sideletter Re: Productions Made for New Media under the 2013 Local #161 Motion Picture Theatrical and TV Series Production Agreement or the 2013 Local #161 Supplemental Digital Production Agreement. However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after June 1, 2016 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of this Sideletter.

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local #161-represented employees on programs or series covered by subparagraphs (a) or (b) above.

(2) **“High Budget SVOD Programs” Defined**

The terms and conditions set forth in Paragraph F. of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following “high budget” criteria (hereinafter **“High Budget SVOD Programs”**):

<u>Length of Program as Initially Exhibited*</u>	<u>“High Budget” Threshold**</u>
20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

* Programs less than 20 minutes are not considered “high budget” for the purpose of this Sideletter, regardless of their budgets.

** The “high budget” thresholds set forth above shall automatically increase upon the effective date of any increase in the “high budget” thresholds for “High Budget SVOD Programs” that the AMPTP may negotiate with Motion Picture Studio Mechanics, Local #52, I.A.T.S.E. and M.P.T.A.A.C.

(3) **“Tier 1” and “Tier 2” Defined**

For purposes of Paragraph F.(4) below, Tier 1 and Tier 2 shall be defined as follows:

Program Length	Budget Tier***
20-35 Minutes	Tier 1: \$2,100,000 or more
	Tier 2: \$1,300,000 or more but less than \$2,100,000
36-65 Minutes	Tier 1: \$3,800,000 or more
	Tier 2: \$2,500,000 or more but less than \$3,800,000

(continued)

(continued)

Program Length	Budget Tier***
66-95 Minutes	Tier 1: \$4,000,000 or more
	Tier 2: \$3,000,000 or more but less than \$4,000,000
96 Minutes or more	Tier 1: \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more
	Tier 2: \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)

*** The budget thresholds set forth above shall automatically increase upon the effective date of any increase in the budget thresholds for “High Budget SVOD Programs” that the AMPTP may negotiate with Motion Picture Studio Mechanics, Local #52, I.A.T.S.E. and M.P.T.A.A.C.

(4) Terms and Conditions

(a) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 1, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada shall be as provided in the 2019 Local #161 Motion Picture Theatrical and TV Series Production Agreement or the 2019 Local #161 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(i) The minimum rates set forth in the 2019 Local #161 Motion Picture Theatrical and TV Series Production Agreement shall apply to High Budget SVOD Programs, except that rates in the Supplemental Digital Production Agreement shall apply to digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered “non-prime time,” such as *iCarly* and *Saved by the Bell*.

(ii) A High Budget SVOD Program between 20 and 35 minutes in length or a High Budget SVOD series consisting of episodes between 20 and 35 minutes in length shall be treated as a half-hour program or series; a High Budget SVOD Program between 36 and 65 minutes in length or a High Budget SVOD series consisting of episodes between 36 and 65 minutes in length shall be treated as a one-hour program or series; and a High Budget SVOD Program that is 66 minutes or more in length (other than a High Budget SVOD Program described in subparagraph (iii) below) shall be treated as a long-form television motion picture.

(iii) The wage rates, fringe rates and working conditions applicable to theatrical motion pictures, as set forth in the Local #161 Motion Picture Theatrical and TV Series Production Agreement, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over \$30 million (to be increased by the wage increases in each year of the Agreement)⁵ (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20 million or more subscribers in the United States and Canada.⁶

The foregoing applies only to a High Budget SVOD Program that is subject to a license agreement entered into on or after August 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after August 1, 2019).

(b) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 2, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as provided in the 2019 Local #161 Motion Picture Theatrical and TV Series Production Agreement or the 2019 Local #161 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(i) Minimum Rates⁷

(A) The minimum rates for employees employed in New York, New Jersey and/or Connecticut on any one-time High Budget SVOD Program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be as provided in Article 10(a)(3) (or Article 10(b)(3), as

⁵ The budget threshold for such a live action High Budget SVOD Program increases to over \$30,900,000 effective March 1, 2020 and to over \$31,827,000 effective February 28, 2021.

⁶ The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. The IATSE has been granted the right under the Producer-IATSE Basic Agreement to review a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. Local #161 may request that the IATSE conduct such review and make a determination of whether the budget is over the budget threshold set forth in Paragraph F.(4)(a)(iii). In the event that the IATSE refuses to do so, Local #161 reserves its right to conduct such review. All information received or reviewed by representatives of Local #161 or retained professionals shall be confidential and neither Local #161 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

⁷ Rates in the Supplemental Digital Production Agreement shall apply to digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered “non-prime time,” such as *iCarly* and *Saved by the Bell*.

applicable) of the Local #161 Motion Picture Theatrical and TV Series Production Agreement. During the second season of any High Budget SVOD series, the minimum rates set forth in Article 10(a)(2)(A)(ii) (or Article 10(b)(2), as applicable) of the Local #161 Motion Picture Theatrical and TV Series Production Agreement for a “New One-Hour Series in its First or Second Season” shall apply. During the third and subsequent seasons of any High Budget SVOD series, the minimum rates set forth in Article 10(a)(2)(A)(ii) (or Article 10(b)(2), as applicable) for a “New One-Hour Series in its Third or Subsequent Season” shall apply.

(B) The minimum rates for employees employed in Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia and/or the District of Columbia on any one-time High Budget SVOD Program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be as provided in Article 10(a)(3) (or Article 10(b)(3), as applicable) of the Local #161 Motion Picture Theatrical and TV Series Production Agreement, reduced by 10%. During the second and third seasons of any High Budget SVOD series, the minimum rates for such employees shall lag the rates set forth in Article 10(a)(2)(B) (or Article 10(b)(2), as applicable) by one year. Thereafter, the minimum rates shall be as set forth in Article 10(a)(2)(B) (or Article 10(b)(2), as applicable).

(ii) Working Conditions

(A) High Budget SVOD Programs Between 20 and 35 Minutes in Length

The working conditions applicable to High Budget SVOD Programs that are between 20 and 35 minutes in length shall be as provided in the Local #161 Supplemental Digital Production Agreement, except:

(1) The following shall apply to employees employed in New York, New Jersey and/or Connecticut:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local #161 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local #161 Supplemental Digital Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local #161 Supplemental Digital Production

Agreement. Thereafter, vacation pay shall be as set forth in the Local #161 Supplemental Digital Production Agreement.

(2) The following shall apply to employees employed in Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia and/or the District of Columbia:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local #161 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local #161 Supplemental Digital Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local #161 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local #161 Supplemental Digital Production Agreement.

(3) Production Office Coordinators and Assistant Production Office Coordinators shall be covered by the terms and conditions of the Local #161 Motion Picture Theatrical and TV Series Production Agreement, with the same modifications as set forth above under subsections (1)(a) and (2)(a) to the extent applicable.

(B) High Budget SVOD Programs 36 Minutes or More in Length

The working conditions applicable to High Budget SVOD Programs that are 36 minutes or more in length shall be as provided in the Local #161 Motion Picture Theatrical and TV Series Production Agreement, except:

(1) The following shall apply to employees employed in New York, New Jersey and/or Connecticut:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local #161 Motion Picture

Theatrical and TV Series Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local #161 Motion Picture Theatrical and TV Series Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local #161 Motion Picture Theatrical and TV Series Production Agreement. Thereafter, vacation pay shall be as set forth in the Local #161 Motion Picture Theatrical and TV Series Production Agreement.

(2) For employees employed in Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia and/or the District of Columbia, no unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, there shall be a 50% reduction in unworked holiday pay for such employees. Thereafter, unworked holiday pay shall be as set forth in the Local #161 Motion Picture Theatrical and TV Series Production Agreement.

(3) Employer may interchange employees based upon the concept set forth in the Supplemental Videotape Electronics Agreement.

(c) The second paragraph of Paragraph C. of this Sideletter shall apply to a Derivative New Media Production that falls within the definition of a High Budget SVOD Program as provided in this Paragraph F.

(5) The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the number of subscribers that applies to the first episode of the season shall apply to the entire season.

G. The International Alliance of Theatrical Stage Employees (“IATSE”) has been granted the right under the Producer-IATSE Basic Agreement to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Mid-Budget SVOD Program as set forth in Paragraph D.(2) above or a High Budget SVOD Program, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F.(3) above. Local #161 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local #161 reserves its right to conduct such review. All information received or reviewed by representatives of Local #161 shall be kept confidential, and neither Local #161 nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

H. "Sunset" Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Local #161 Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

Sincerely,



Carol A. Lombardini
On behalf of the Employers listed in Exhibit A

ACCEPTED AND AGREED:

**MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION
OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E. & M.P.T.A.A.C.**



Colleen Donahue, Business Agent

Date: 10/12/20

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

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

Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of March 3, 2013

Reissued as of March 13, 2016

Colleen Donahue
Business Agent
Local #161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: **Work Performed Outside the United States and its Territories**

Dear Colleen:

This sideletter confirms the understanding reached during the 2013 negotiations that should an Employer elect to employ a person within the geographical jurisdiction of Local #161 to perform work outside the limits of the United States and its territories in any of the job classifications covered hereunder, in the production of motion pictures, the provisions of this Agreement do not apply to such employment, except that the Employer shall make benefit plan contributions to the Plan(s) applicable to the geographical area in which the employee is hired at the applicable rate set forth in the Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective benefit plans to amend the applicable Trust Agreements, if required, to allow such contributions.

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

Sincerely,



Carol A. Lombardini
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

**MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION
OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.**


Colleen Donahue

Date: 2/14/17