

August 30, 2018

**GENERAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2018**  
**between**  
**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**  
**and**  
**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,**  
**MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS**  
**OF THE UNITED STATES, ITS TERRITORIES AND CANADA**  
**FOR THE PRODUCER-I.A.T.S.E. BASIC AGREEMENT**  
**AND WEST COAST STUDIO LOCAL AGREEMENTS**

This Memorandum of Agreement is entered into as of August 1, 2018 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE"), on its own behalf and on behalf of its respective signatory West Coast Studio Locals (hereinafter referred to as "Locals" and listed on Exhibit "A" attached hereto), (such International Alliance and Locals being referred to individually as the "Union" and collectively as the "Unions"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of those Producers which have effectively consented, in writing, to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers" and listed on Exhibit "B" attached hereto), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

**EFFECT OF CHANGES**

All of the provisions of the current collective bargaining agreements between these parties shall remain the same unless otherwise specifically changed as noted herein or by the negotiations of Local Agreements.

The appropriate provisions herein shall be incorporated in the "Wage Scales, Hours of Employment and Working Conditions" of the West Coast Studio Local Agreements (referred to as the "Local Agreements") and/or in the Producer-I.A.T.S.E. Basic Agreement (referred to as "the Basic Agreement"), unless otherwise specifically provided.

On the condition that the AMPTP receives notice of ratification on or before October 15, 2018, the provisions herein shall be effective as of August 1, 2018, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

Ratification of this General Memorandum and the Local Agreements subject hereto constitutes ratification of all Local and General issues.

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

1. **Term**

The term of the Basic Agreement and the West Coast Studio Local Agreements shall be for three (3) years, beginning August 1, 2018 and terminating on July 31, 2021.

2. **Wages**

Except as otherwise provided herein or in a Local Agreement, minimum contract wage rates shall be increased by three percent (3%) effective July 29, 2018; by an additional three percent (3%) effective August 4, 2019; and by an additional three percent (3%) effective August 2, 2020. These increases shall be compounded.

3. **Pension and Health Package**

a. **13<sup>th</sup> and/or 14<sup>th</sup> Checks**

*Provide for a 13<sup>th</sup> and/or 14<sup>th</sup> check by modifying subparagraph (2) of Article XIII.(f) of the Basic Agreement to provide as follows:*

“(2) The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009, provided that the Pension Plan’s actuaries, in conjunction with the Health Plans’ consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that (i) at least eight (8) months of reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) ~~to remain in compliance with the Pension Relief Act of 2010, the Plan actuary provides the Plan, for any thirteenth and fourteenth checks in 2015 and 2016, with a certification that satisfies the requirements of Internal Revenue Code Section 431(b)(8)(D)(i), including but not limited to a certification that the thirteenth and fourteenth checks, if any, granted in 2015 and 2016 are funded by additional contributions not previously allocated to the Plan;~~ (iv) the cost of thirteenth and fourteenth checks, if any, granted during the term of the Agreement in 2017 shall be amortized over the current fifteen (15) year amortization period commencing January 1, 2017 ~~twelve (12) years~~; and (iv) if there are insufficient funds in the

Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.”

*Make conforming changes.*

b. **Additional Contributions**

- i. Increase the hourly Health Plan contribution rate set forth in Article XII.(b) for any Producer which qualifies as a “\$15 Million Contributor” (see below) by twenty cents (\$0.20) for each hour worked by or guaranteed an employee effective July 29, 2018; by an additional ten cents (\$0.10) per hour worked by or guaranteed an employee effective August 4, 2019; and by an additional ten cents (\$0.10) per hour worked or guaranteed an employee effective August 2, 2020. This contribution rate shall be referred to as the “Basic Rate.”

A list of Producers, each of which qualifies as a “\$15 Million Contributor,” has been previously supplied to the IATSE. It is understood that any related or affiliated entity of a Producer that qualifies as a “\$15 Million Contributor” that exists now or may exist in the future, and any entity hereafter recognized by the Motion Picture Industry Pension and Health Plans as a “\$15 Million Contributor,” is also considered a “\$15 Million Contributor.”

- ii. In recognition of the disproportionate level of Post ‘60s and Supplemental Market contributions made to the Motion Picture Industry Pension and Health Plans by certain signatory Producers, the parties agree to increase the hourly Health Plan contribution rate set forth in Article XII.(b) of the Basic Agreement for any Producer signatory to the Basic Agreement not included in Item 3.b.i. above by seventy-five cents (\$0.75) for each hour worked by or guaranteed an employee effective July 29, 2018 (for a total hourly contribution rate of \$4.863), by an additional seventy-five cents (\$0.75) for each hour worked by or guaranteed an employee effective August 4, 2019 (for a total hourly contribution of \$5.613) and by an additional seventy-five cents (\$0.75) for each hour worked by or guaranteed an employee effective August 2, 2020 (for a total hourly contribution of \$6.363). This contribution rate shall be referred to as the “Premium Rate.”

iii. *Modify the first paragraph of Article XII.(e) (and make conforming changes to Articles XIII.(d) and XIV.(c)) of the Basic Agreement to provide as follows:*

“( ) For purposes of this provision, studio, nearby and distant location employment under ‘on call’ weekly schedules<sup>1</sup> shall be considered as follows:

“(1) Partial week - twelve (12) hours per day;

“(2) Five day week - sixty (60) hours;

“(3) Six day week - seventy-two (72) hours effective July 29, 2018 ~~sixty-seven (67) hours~~; and

“(4) Seven day week - eighty-four (84) hours effective July 29, 2018 ~~seventy-five (75) hours.~~”

c. **Requirement that the Pension Plan be in the Green Zone for Contingent Pension Benefit Increases after 2021**

Modify the third paragraph of Article XIII.(f)(1)(ii) so that, in addition to the current criteria set forth therein, pension benefit increases after 2021 are contingent upon the Pension Plan actuary certifying that the Pension Plan is in the Green Zone in the calendar year in which the evaluation is made.

d. **Allocation of Excess Funds**

*Modify Article XIII.A.(c) of the 2015 IATSE Basic Agreement as follows:*

“(c) Future reallocation of Post ‘60s and Supplemental Markets monies to the Individual Account Plan shall be done on the following basis:

“(1) Only that portion of the reserves in the Active Health Plan that exceeds the amount needed to furnish benefits to participants in such Health Plan for twelve (12) months, and that portion of the reserves in the Retiree Health Plan that exceeds the amount needed to furnish benefits to participants in such Health Plan for twenty (20) months, measured as of September 30 of each year, shall be subject to reallocation. Reserve levels shall be calculated in accordance

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<sup>1</sup> Notwithstanding the increase in the number of hours on which pension, health and IAP contributions are to be submitted for ‘on call’ employees, it is agreed that for any period in which the wage increase is based upon a cents-per-hour formula, salary increases for ‘on call’ employees for that period shall nevertheless continue to be calculated in accordance with the parties’ past practice.

with the continuation value measurement methodology heretofore adopted by the Health Plan.

“(2) If the Pension Plan’s finalized actuarial valuation report for the prior Plan Year shows that the Pension Plan is less than one hundred percent (100%) funded under the Pension Protection Act (‘PPA’), the excess amount shall be reallocated to the Pension Plan. If such actuarial valuation report shows that the Pension Plan is at least one hundred percent (100%) funded, then ~~Of the excess amount to be reallocated;~~ eighty percent (80%) of the excess amount to be reallocated shall be allocated to the accounts of participants in the Individual Account Plan and twenty percent (20%) of the excess amount shall be designated as a credit against future Supplemental Markets or Post ‘60s payments, to be divided up among those Companies, each of which has made Supplemental Markets payments to the Health Plan of not less than \$15,000,000 (or has made Post ‘60s payments to the Retired Employees Fund of not less than \$6,000,000) in the aggregate during the three (3) year period beginning January 1, 1994 and ending on December 31, 1996 or in any subsequent three (3) consecutive year period. For these purposes, the Supplemental Markets and Post ‘60s payments made by Columbia and TriStar shall be aggregated and the Supplemental Markets and Post ‘60s payments made by Amblin Entertainment Inc. and DreamWorks shall be aggregated.

“(3) It is understood that funding of the 1996, 2000, 2003 and 2006 pension benefit increases, as described in the 1996, 2000, 2003 and 2006 Producer-IATSE Basic Agreements, shall take place before any monies are reallocated pursuant to this subparagraph (c).”

e. **Housekeeping:** *Modify Article XIX.(b) of the Basic Agreement as follows:*

“(b) (1) As to each such motion picture (other than a motion picture included in a qualifying transaction described in Article XXVIII.A.), the Producer will pay nine percent (9%), hereinafter referred to as the percentage payment, of the Producer's accountable receipts from the distribution of such motion picture on free television, computed as hereinafter provided, to the Motion Picture Industry Pension and Health Plans, to be allocated as follows:

“(i) First, to the defined benefit plan to fund the cost of: (A) the two (2) additional checks (*i.e.*, a 13<sup>th</sup> and 14<sup>th</sup> check) which were granted to all employees who retired prior to August 1, 2000 pursuant to the provisions of Article XIII(f)(2) of the 2000 Producer-I.A.T.S.E. Basic Agreement ~~amortized over seventeen (17) years beginning January 1, 2000; provided, however, that with any unamortized amounts remaining as of December 31, 2003 shall be amortized over twenty (20) years~~ 2016 amortized over fifteen (15) years; (B) the

two additional checks (*i.e.*, a 13<sup>th</sup> and 14<sup>th</sup> check) which were granted to all employees who retired prior to August 1, 2003 pursuant to the provisions of Article XIII(f)(2) of the 2003 Producer-I.A.T.S.E. Basic Agreement, ~~amortized over seventeen (17) years with any unamortized amounts remaining as of December 31, 2016~~ amortized over fifteen (15) years; (C) the two additional checks (*i.e.*, a 13<sup>th</sup> and 14<sup>th</sup> check) which were granted to all employees who retired prior to August 1, 2006 pursuant to the provisions of Article XIII(f)(2) of the 2006 Producer-I.A.T.S.E. Basic Agreement, ~~amortized over twenty (20) years with any unamortized amounts remaining as of December 31, 2016~~ amortized over fifteen (15) years; and (D) the two additional checks (*i.e.*, a 13<sup>th</sup> and 14<sup>th</sup> check) which were granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article XIII(f) of the 2009 Producer-I.A.T.S.E. Basic Agreement, ~~amortized over fifteen (15) years with any unamortized amounts remaining as of December 31, 2016~~ amortized over fifteen (15) years.

“(ii) Then, next, to the Retired Employees Fund to the extent needed to fund an eight (8) month reserve.

“(iii) Then, next, to the defined benefit plan to fund the cost of (A) ~~the two additional checks (*i.e.*, a 13<sup>th</sup> and 14<sup>th</sup> check), or one additional check (a 13<sup>th</sup> check), granted in 2015 and 2016 to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article XIII(f)(2) of the 2015 Producer-I.A.T.S.E. Basic Agreement; and (B) the two additional checks (*i.e.*, a 13<sup>th</sup> and 14<sup>th</sup> check), or one additional check (a 13<sup>th</sup> check), amortized over twelve (12) years, granted in 2017 to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article XIII(f)(2) of the 2015 Producer-I.A.T.S.E. Basic Agreement; and (C) ~~the two additional checks (*i.e.*, a 13<sup>th</sup> and 14<sup>th</sup> check), or one additional check (a 13<sup>th</sup> check), granted during the term of this Agreement to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article XIII(f)(2) of the 2018 Producer-I.A.T.S.E. Basic Agreement, amortized over the fifteen (15) year period commencing January 1, 2017.~~~~

“(iv) Then, next, to the Active Employees Fund to the extent needed to fund a six (6) month reserve.

“(v) Then, next, to the defined benefit pension plan to the extent that Supplemental Markets and New Media monies are insufficient to fund the 23% increase in the defined benefit plan granted to active employees pursuant to the provisions of Article XIII(f)(1)(i) of the 2000 Producer-I.A.T.S.E. Basic Agreement, the 15% increase in the defined benefit plan granted to active employees pursuant to the provisions of Article XIII(f)(1) of the 2003 Producer-I.A.T.S.E. Basic Agreement and the 10% increase in the defined benefit plan

granted to active employees pursuant to the provisions of Article XIII(f)(1) of the 2006 Producer-I.A.T.S.E Basic Agreement.

“(vi) Then, next, to the Active Employees Fund of the Health Plan.

“(vii) Then, next, to the extent that the level of reserves in the Retired Employees Fund exceeds twenty (20) months, and to the extent that the level of reserves in the Active Employees Fund exceeds twelve (12) months, reserves in excess of such amounts shall be reallocated ~~eighty percent (80%) to the Individual Account Plan, with the remaining twenty percent (20%) designated as a credit against future Post ‘60s and Supplemental Markets payments by certain companies, as more specifically provided in Article XIII.A.(c)(2).~~”

f. **Housekeeping:** *Modify Article XXVIII.(b)(4) of the Basic Agreement as follows:*

“(4) Such monies shall be paid to the Motion Picture Industry Pension and Health Plans and shall be allocated as follows:

“(i) First, to the Pension Plan to fund the difference between (A) the actuarially-required contributions for the year, taking into account benefit increases and five (5) year vesting, and (B) the expected contributions for the Pension Plan year, subject to specified actuarial methods, provided that there are sufficient funds in the Active Employees Fund of the Health Plan to maintain benefits and a six (6) month reserve;

“(ii) Then, next, to the Retired Employees Fund of the Health Plan to the extent needed to fund an eight (8) month reserve;

“(iii) Then, next, to the Pension Plan to the extent that Post ‘60s monies (as provided in Article XIX.(b)(1)(iii) of this Agreement) are insufficient to fund (A) the cost of the two additional checks (i.e., a 13<sup>th</sup> and 14<sup>th</sup> check), or one additional check (a 13<sup>th</sup> check), granted in 2017 to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article XIII.(f)(2) of the 2015 Producer-I.A.T.S.E. Basic Agreement and (B) the cost of the two additional checks (i.e., a 13<sup>th</sup> and 14<sup>th</sup> check), or one additional check (a 13<sup>th</sup> check) granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article XIII.(f)(2) of this Agreement;

“(iv) Then, next, to fund the Active Employees Fund of the Health Plan;

“(v) Then, next, to the extent that the level of reserves in the Retired Employees Fund exceeds twenty (20) months, and to the extent that the level of reserves in the Active Employees Fund exceeds twelve (12) months, reserves in excess of such amounts shall be reallocated ~~eighty percent (80%) to the Individual Account Plan, with the remaining twenty percent (20%) designated as a credit against future Post ‘60s and Supplemental Markets payments by certain companies, as more specifically provided in Article XIII.A.(c)(2).~~”

- g. **Housekeeping:** Delete Article XIII.(g), which currently provides: “The bargaining parties agree to recommend to the Directors of the Pension Plan to change the fixed amortization schedule for all unfunded liabilities from fifteen (15) years to sixteen (16) years effective January 1, 2013.” *Make conforming changes.*

4. **401(k) Plan Study**

*Modify Article XIII.B. of the Basic Agreement to provide:*

**“XIII.B. 401(k) Plan Feasibility Study**

“A committee shall be established consisting of representatives of the Producers; ~~and the IATSE, the Basic Crafts and the Location Managers~~ to conduct a study regarding the establishment of the feasibility of establishing a 401(k) plan funded solely by employee salary deferrals for participants in the Motion Picture Industry Pension Plan. Among other considerations, the study will address the following: In particular, the study is to focus on the following:

“(a) Whether the establishment and administration of the plan will cause the Producers to incur increased costs;

“(b) Whether the Motion Picture Industry Pension and Health Plan or another entity such as a third party administrator would be able to administer the 401(k) plan as a separate plan; and

“(c) Whether the Pplan is likely to or can be structured to satisfy all legal requirements for 401(k) plans (*e.g.*, non-discrimination testing requirements, etc.).

“The committee shall meet as soon as practicable in the beginning of 2019. Once the study is complete, the committee shall report the results of the study to the bargaining parties, who will determine jointly whether to establish a 401(k) plan, and the nature of that 401(k) plan. It is understood that other Union parties to the Motion Picture Industry Pension and Health Plan may join the committee, if agreed by Producers.”



*Make conforming changes.*

5. **Production Notifications**

*Add the following as a new Article XVIA. and attach the Project Information Sheet (which is attached hereto) as Exhibit “B” to the IATSE Basic Agreement (and make conforming changes):*

**“XVIA. Project Information Sheet**

“The Producer shall provide written notice to the IATSE General Office with the following information, if known (or may submit the information, if known, in the form of a Project Information Sheet, attached as Exhibit ‘B’ to this Agreement) for each theatrical motion picture, television motion picture and covered New Media production on which employees are employed under this Agreement no later than two (2) weeks after opening a production office for such motion picture or production.

“Such notice shall contain at least the following information, if known:

- “(a) Project Title;
- “(b) Signatory Employer;
- “(c) Production Compan(ies), if different from Signatory Producer;
- “(d) Project Type (feature, television, direct-to-video/DVD or New Media);
- “(e) Applicable Special Conditions sideletter or New Media sideletter, if any;
- “(f) Whether the covered New Media production is a ‘Mid-Budget SVOD’ Program covered by the Sideletter re: Productions Made for New Media to the Basic Agreement;
- “(g) Applicable ‘High Budget SVOD’ budget tier and subscriber tier for a ‘High Budget SVOD’ Program covered by the Sideletter re: Productions Made for New Media;
- “(h) Number of episodes in the initial order;
- “(i) Production office address and phone number;
- “(j) Line Producer/UPM/Labor Relations contact(s) with phone number(s) and email address(es);
- “(k) Payroll service, if applicable.

“For episodic series, it is understood and agreed that the foregoing requirement is satisfied by providing a notice (or Project Information Sheet) at the commencement of production of the first season of such episodic series.

“For productions on which employees covered by this Agreement and/or the Area Standards Agreement are employed, it is understood and agreed that only one (1) combined notice or Project Information Sheet need be submitted.

“This provision shall not apply when employees are hired under this Agreement to work outside the United States.

“There shall be no penalty for inadvertent failure to comply with this provision.”

6. **Courtesy Housing and Alternative Transportation**

- a. *Add a new paragraph to Article XXIX.(a) concerning the Los Angeles Studio Zone between the paragraph titled “Parking Facilities” and the paragraph titled “Golden Hours” in the Basic Agreement (and make conforming changes to the Local Agreements as applicable) as follows:*

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

*Make conforming changes.*

- b. *Modify Article XXIX.(b)(2)(iii) of the Basic Agreement concerning the Secondary Studio Zone (and make conforming changes to the Local Agreements as applicable) as follows:*

“(iii) Courtesy housing shall be offered to those employees who work in excess of twelve (12) hours in the secondary studio zone. In the alternative, the Producer may provide round trip transportation to home and return at the Producer’s expense.”

*Make conforming changes.*

- c. *Add a new Article XXIX.(d) to the Basic Agreement (and make conforming changes to the West Coast Studio Local Agreements as applicable, including the Local #700 Amendment Agreement, but excluding the Local #600 Amendment Agreement which is addressed in Item 6.d. below) as follows:*

“( ) Courtesy Housing and Transportation within New York Thirty (30) Mile Zone and Production Centers

“Upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the

New York metropolitan area or in a ‘Production Center’ (as defined below) and who advises the Producer that he/she is too tired to drive home safely, Producer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Producer’s expense.<sup>2</sup> The Producer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Producer-provided transportation.

“A ‘Production Center’ means the area within a thirty (30) mile radius of City Hall in: Anchorage, Alaska; Phoenix, Arizona; Tuscon, Arizona; Sacramento, California; San Diego, California; Denver, Colorado; Fort Lauderdale, Florida; Miami, Florida; Orlando, Florida; Atlanta, Georgia; Honolulu, Hawaii; New Orleans, Louisiana; Shreveport, Louisiana; Baltimore, Maryland; Boston, Massachusetts; Detroit, Michigan; Minneapolis - St. Paul, Minnesota; St. Louis, Missouri; Las Vegas, Nevada; Albuquerque, New Mexico; Santa Fe, New Mexico; Charlotte, North Carolina; Wilmington, North Carolina; Cleveland, Ohio; Portland, Oregon; Pittsburgh, Pennsylvania; San Juan, Puerto Rico; Nashville, Tennessee; Austin, Texas; Dallas - Ft. Worth, Texas; Houston, Texas; San Antonio, Texas; Salt Lake City, Utah; Richmond, Virginia; Washington, D.C.; Seattle, Washington; and any other place where a television pilot or series is based.”

*Make conforming changes, including by changing the title of Article XXIX. of the Basic Agreement to “Studio Zone, Secondary Studio Zone, New York Thirty (30) Mile Zone and Production Centers.”*

- d. *Add a new Paragraph (6)(iii) to the Local #600 Amendment Agreement titled “Courtesy Housing and Transportation” as follows:*

“(iii) Courtesy Housing and Transportation

“Upon request of an employee who is required to work in excess of fourteen (14) hours in the New York thirty (30) mile zone or in a Production Center (as defined below) and who advises the Producer that he/she is too tired to drive home safely, Producer shall provide the employee either courtesy housing or round trip transportation-from the designated crew parking area to home and return at the Producer’s

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<sup>2</sup> “Round trip transportation may include public transportation if reasonable under the circumstances.”

expense.<sup>1</sup> The Producer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Producer-provided transportation.

“A ‘Production Center’ means the area within a thirty (30) mile radius of City Hall in: Anchorage, Alaska; Phoenix, Arizona; Tuscon, Arizona; Sacramento, California; San Diego, California; Denver, Colorado; Fort Lauderdale, Florida; Miami, Florida; Orlando, Florida; Atlanta, Georgia; Honolulu, Hawaii; New Orleans, Louisiana; Shreveport, Louisiana; Baltimore, Maryland; Boston, Massachusetts; Detroit, Michigan; Minneapolis - St. Paul, Minnesota; St. Louis, Missouri; Las Vegas, Nevada; Albuquerque, New Mexico; Santa Fe, New Mexico; Charlotte, North Carolina; Wilmington, North Carolina; Cleveland, Ohio; Portland, Oregon; Pittsburgh, Pennsylvania; San Juan, Puerto Rico; Nashville, Tennessee; Austin, Texas; Dallas - Ft. Worth, Texas; Houston, Texas; San Antonio, Texas; Salt Lake City, Utah; Richmond, Virginia; Washington, D.C.; Seattle, Washington; and any other place where a television pilot or series is based.”

*Make conforming changes.*

7. **Rest Periods/Call-backs**

- a. *Modify Paragraph 10 (Call-backs) of Section II. of the following West Coast Studio Local Agreements: Locals #44, #80 (Grips), #80 (First Aid), #695, #705, #706, #728, #729, #800 (Illustrators and Matte Artists), #800 (Set Designers), #800 (Scenic, Title and Graphic Artists), #871 (Script Supervisors), #884 and #892 (and make conforming changes) to provide for rest periods (other than on distant location):*

**“10. Call-backs**

“(a) (1) (A) The rest period for ‘On Production’ employees, and for ‘Off Production’ employees assigned to a production, shall be as provided in Paragraph 10(a)(1)(B) below when such employees are employed on a part of a mini-series or on an episode of a series described in subparagraphs (i), (ii) or (iii) below, which part or episode commences principal photography on or after [insert date that is ninety (90) days following the AMPTP’s receipt of notice of ratification]:

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<sup>1</sup> “Round trip transportation may include public transportation if reasonable under the circumstances.”

“(i) Any mini-series made for free or pay television or basic cable or that meets the definition of a ‘Mid-Budget SVOD’ Series or a ‘High Budget SVOD’ Series (as defined in Paragraphs D.(2) or G.(2), respectively, of the Sideletter re Productions Made for New Media) (hereafter ‘Mid-Budget SVOD’ Series or ‘High Budget SVOD’ Series); or

“(ii) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production; or

“(iii) Any one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production.

“(B) (i) The rest period shall be ten (10) hours following dismissal when employed at a studio. If the rest period as provided in this Paragraph 10(a)(1)(B)(i) is invaded by no more than one (1) hour for an ‘On Production’ employee (or no more than two (2) hours for an ‘Off Production’ employee assigned to a production), the employee shall be paid additional straight time for all such invaded time. If the rest period is invaded by more than one (1) hour for an ‘On Production’ employee (or by more than two (2) hours for an ‘Off Production’ employee assigned to a production), then the penalty shall be as provided in Paragraph 11(b) below.

“(ii) The rest period shall be (10) hours following dismissal from a location within the studio zone. The penalty for an invasion of the rest period shall be as provided in Paragraph 11(b) below.

“(iii) The rest period shall be (10) hours from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone. The penalty for an invasion of the rest period shall be as provided in Paragraph 11(b) below.

“(iv) The rest period shall be ten (10) hours from the time the employee is deemed to have reached the place of reporting when working on a nearby location outside the secondary studio zone. If the rest period as provided in this Paragraph 10(a)(1)(B)(iv) is invaded by no more than one (1) hour for an ‘On Production’ employee (or no more than two (2) hours for an ‘Off Production’ employee assigned to a production), the employee shall be paid additional straight time for all such invaded time. If the rest period is invaded by more than one (1) hour for an ‘On Production’ employee (or by more than two (2)

hours for an ‘Off Production’ employee assigned to a production), then the penalty shall be as provided in Paragraph 11(b) below.

“(2) The rest period for ‘On Production’ employees and for ‘Off Production’ employees assigned to a theatrical motion picture or a long-form television motion picture that commences principal photography on or after [insert date that is 90 days following the AMPTP’s receipt of notice of ratification] who work fourteen (14) or more hours on two (2) consecutive days for the same Producer on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer 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 rest period shall be measured from dismissal when the employee is employed in the studio or studio zone, from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone or from the time the employee is deemed to have reached the place of reporting when working on a nearby location.

“If the rest period as provided in this Paragraph 10(a)(2) is invaded by no more than one (1) hour for an ‘On Production’ employee (or no more than two (2) hours for an ‘Off Production’ employee assigned to a production) following dismissal from a studio or nearby location, the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty shall be as provided in Paragraph 11(b) below.

“(3) Rest periods following dismissal in circumstances or during time periods other than those set forth in Paragraph 10(a)(1) and (2) above (e.g., in the period between August 1, 2018 and the date that is ninety (90) days following notice of ratification) shall be eight (8) hours for ‘Off Production’ employees, except that for ‘Off Production’ employees who report for work outside a studio but within the thirty-mile zone, the rest period shall be ten (10) hours; nine (9) hours for ‘On Production’ employees at the studio; ten (10) hours following any day worked within the thirty-mile zone for an employee who reports for work outside a studio but within the thirty-mile zone; nine (9) hours for ‘On Production’ employees on nearby locations; and eight (8) hours for ‘Off Production’ employees on nearby locations.

“(b) Intervening time of less than five (5) hours between dismissal and call-back for work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) hours, such

time may be applied as part of the ‘call-back’ guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For ‘Call-backs’ During Rest Period Following Dismissal		
Classification	Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek	Sixth or Seventh Day Worked in an Employee's Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

“\*The above ‘call-back’ guarantees for the sixth or seventh day worked in an employee's workweek or holiday do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the ‘call-back’ guarantee is the minimum call in hours as specified in Paragraph 1.

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

*Make conforming changes.*

- b. *Modify Paragraph 10 (Call-backs) of Section II. of the Local #600 (Publicists) Agreement as follows:*

**“10. Call-backs**

“(a) (1) (A) The rest period for ‘On Production’ employees, and for ‘Off Production’ employees assigned to a production, shall be as provided in Paragraph 10(a)(1)(B) below when such employees are employed on a part of a mini-series or on an episode of a series described in subparagraphs (i), (ii) or (iii) below, which part or episode commences principal photography on or after [insert date that is ninety (90) days following the AMPTP’s receipt of notice of ratification]:

“(i) Any mini-series made for free or pay television or basic cable or that meets the definition of a ‘Mid-Budget SVOD’

Series or a ‘High Budget SVOD’ Series (as defined in Paragraphs D.(2) or G.(2), respectively, of the Sideletter re Productions Made for New Media) (hereafter ‘Mid-Budget SVOD’ Series or ‘High Budget SVOD’ Series); or

“(ii) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production; or

“(iii) Any one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production.

“(B) (i) The rest period shall be ten (10) hours following dismissal when employed at a studio.

“(ii) The rest period shall be (10) hours following dismissal from a location within the studio zone.

“(iii) The rest period shall be (10) hours from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone.

“(iv) The rest period shall be ten (10) hours from the time the employee is deemed to have reached the place of reporting when working on a nearby location outside the secondary studio zone.

“(2) The rest period for ‘On Production’ employees and for ‘Off Production’ employees assigned to a theatrical motion picture or a long-form television motion picture that commences principal photography on or after [insert date that is 90 days following the AMPTP’s receipt of notice of ratification] who work fourteen (14) or more hours on two (2) consecutive days for the same Producer on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer 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 rest period shall be measured from dismissal when the employee is employed in the studio or studio zone, from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees



working in the secondary studio zone or from the time the employee is deemed to have reached the place of reporting when working on a nearby location.

“(3) Rest periods following dismissal in circumstances or during time periods other than those set forth in Paragraph 10(a)(1) and (2) above (e.g., in the period between August 1, 2018 and the date that is ninety (90) days following notice of ratification) shall be eight (8) hours for "off production" employees, except that for "off production" employees who report for work outside a studio but within the studio zone (or secondary studio zone), the rest period shall be ten (10) hours; nine (9) hours for "on production" employees at the studio; ten (10) hours following any day worked within the studio zone (or secondary studio zone) for an employee who reports for work outside a studio but within the studio zone (or secondary studio zone); nine (9) hours for "on production" employees on nearby locations; eight (8) hours for "off production" employees on nearby locations.

“(b) Intervening time of less than five (5) hours between dismissal and call-back for work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) hours, such time may be applied as part of the "call-back" guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For ‘Call-backs’ During Rest Period Following Dismissal		
Classification	Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek	Sixth or Seventh Day Worked in an Employee's Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

“\*The above "call-back" guarantees for the sixth or seventh day worked in an employee's workweek or holidays do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the "call-back" guarantee is the minimum call in hours as specified in Paragraph 1.

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

*Make conforming changes.*

- c. *Modify Paragraph 10 (Call-backs) of Section II. of the Local #600 (Camera) Agreement to provide for rest periods (other than on distant location):*

**“10. Call-backs (Rest Periods)**

“(a) Except as otherwise provided in this Paragraph 10, eEmployees shall be allowed a rest period between the time of dismissal and call-back to work in accordance with the following schedule:

CLASSIFICATION	REST PERIOD REQUIRED
Director of Photography Camera Operator	Eleven (11) hours
Portrait Photographer Still Photographer	Ten (10) hours
Technician Assistant Photographer Film Loader <u>Digital Imaging Technician</u> <u>Video Controller (Shader)</u> <u>Camera Utility Person</u> <u>Digital Utility Person</u>	Nine (9) hours

“(b) The applicable rest period for Directors of Photography and Camera Operators may be reduced by one hour in cases where exterior night shooting is scheduled which constitutes a majority of the daily shooting schedule or if unusual circumstances require the services of the Director of Photography or Camera Operator.

“Once per month, the rest period may be reduced by one (1) hour for Camera Operators who are paid for a full five (5) day workweek and who are employed on back-to-back multi-camera television shows produced by the same studio.

“(c) The rest period shall be ten (10) hours for Technicians, Assistant Photographers, Film Loaders, Digital Imaging Technicians, Video Controllers

(Shaders), Camera Utility Persons and Digital Utility Persons when employed on a part of a mini-series or on an episode of a series described in subparagraphs (1), (2) or (3) below, which part or episode commences principal photography on or after [insert date that is ninety (90) days following the AMPTP's receipt of notice of ratification]:

“(1) Any mini-series made for free or pay television or basic cable or that meets the definition of a ‘Mid-Budget SVOD’ Series or a ‘High Budget SVOD’ Series (as defined in Paragraphs D.(2) or G.(2), respectively, of the Sideletter re Productions Made for New Media) (hereafter ‘Mid-Budget SVOD’ Series or ‘High Budget SVOD’ Series); or

“(2) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production; or

“(3) Any one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production.

“The rest period shall be measured from dismissal when the employee is employed in the studio or in the studio zone; from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone; or from the time the employee is deemed to have reached the place of reporting when working on a nearby location.

“If the rest period as provided in this Paragraph 10(c) is invaded by no more than one (1) hour following dismissal from a studio or nearby location, the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty shall be as provided in Paragraph 11(b) below.

“(d) The rest period for Technicians, Assistant Photographers, Film Loaders, Digital Imaging Technicians, Video Controllers (Shaders), Camera Utility Persons and Digital Utility Persons employed on a theatrical motion picture or a long-form television motion picture that commences principal photography on or after [insert date that is 90 days following the AMPTP's receipt of notice of ratification] who work fourteen (14) or more hours on two (2) consecutive days for the same Producer on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer 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 rest period shall be measured from dismissal when the employee is employed in the studio or studio zone, from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone or from the time the employee is deemed to have reached the place of reporting when working on a nearby location.

“If the rest period as provided in this Paragraph 10(d) is invaded by no more than one (1) hour following dismissal from a studio or nearby location, the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty shall be as provided in Paragraph 11(b) below.

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

*Make conforming changes.*

- d. *Modify Paragraph 10 (Call-backs) of Section II. of the Local #700 Post-Production (Majors) Agreement and the Local #700 Post-Production (Independents) Agreement (and make conforming changes) to provide for rest periods other than on distant location:*

**“10. Call-backs**

“(a) (1) (A) The rest period for ‘Off Production’ employees assigned to a production shall be as provided in subparagraph (B) below when employed on a part of a mini-series or on an episode of a series described in subparagraphs (i), (ii) or (iii) below, which part or episode commences principal photography on or after [insert date that is ninety (90) days following the AMPTP’s receipt of notice of ratification]:

“(i) Any mini-series made for free or pay television or basic cable or that meets the definition of a ‘Mid-Budget SVOD’ Series or a ‘High Budget SVOD’ Series (as defined in Paragraphs D.(2) or G.(2), respectively, of the Sideletter re Productions Made for New Media) (hereafter ‘Mid-Budget SVOD’ Series or ‘High Budget SVOD’ Series); or

“(ii) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production; or

“(iii) Any one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production.

“(B) (i) The rest period shall be nine (9) hours following dismissal when employed at a studio. If the rest period as provided in this Paragraph 10(a)(1)(B)(i) is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time. If the rest period is invaded by more than one (1) hour, then the penalty shall be as provided in Paragraph 11(b) below.

“(ii) The rest period shall be (10) hours following dismissal from a location within the studio zone. The penalty for an invasion of the rest period shall be as provided in Paragraph 11(b) below.

“(iii) The rest period shall be (10) hours from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone. The penalty for an invasion of the rest period shall be as provided in Paragraph 11(b) below.

“(iv) The rest period shall be ten (10) hours from the time the employee is deemed to have reached the place of reporting when working on a nearby location outside the secondary studio zone. If the rest period as provided in this Paragraph 10(a)(1)(B)(iv) is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time. If the rest period is invaded by more than one (1) hour, then the penalty shall be as provided in Paragraph 11(b) below.

“(2) The rest period for ‘Off Production’ employees who are assigned to a theatrical motion picture or a long-form television motion picture that commences principal photography on or after [insert the date that is 90 days following the AMPTP’s receipt of notice of ratification] who work fourteen (14) or more hours on two (2) consecutive days for the same Producer on the same production shall be nine (9) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer 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 rest period shall be measured from dismissal when the employee is employed in the studio or studio zone, from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees

working in the secondary studio zone or from the time the employee is deemed to have reached the place of reporting when working on a nearby location.

“If the rest period as provided in this Paragraph 10(a)(2) is invaded by no more than one (1) hour following dismissal from a studio or nearby location, the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty shall be as provided in Paragraph 11(b) below.

“(3) Rest periods following dismissal in circumstances or during time periods other than those set forth in Paragraph 10(a)(1) and (2) above (e.g., in the period between August 1, 2018 and the date that is ninety (90) days following notice of ratification) shall be eight (8) hours for ‘Off Production’ employees, except that for ‘Off Production’ employees who report for work outside a studio but within the studio zone (or secondary studio zone), the rest period shall be ten (10) hours; nine (9) hours for ‘On Production’ employees at the studio; ten (10) hours following any day worked within the studio zone (or secondary studio zone) for an employee who reports for work outside a studio but within the studio zone (or secondary studio zone); nine (9) hours for ‘On Production’ employees on nearby locations; and eight (8) hours for ‘Off Production’ employees on nearby locations.

“(b) Intervening time of less than five (5) hours between dismissal and call-back for work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) hours, such time may be applied as part of the ‘call-back’ guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For ‘Call-backs’ During Rest Period Following Dismissal		
Classification	Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek	Sixth or Seventh Day Worked in an Employee's Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

“\*The above ‘call-back’ guarantees for the sixth or seventh day worked in an employee's workweek or holiday do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work

starting on the previous day. In such event, the ‘call-back’ guarantee is the minimum call in hours as specified in Paragraph 1.

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

*Make conforming changes.*

- e. *Modify Paragraph 11(c) (“Golden Hour Provisions”) of the West Coast Studio Local Agreements (other than the Local #800 (Art Directors), Local #600 (Publicists), Local #871 (Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators) (which is addressed in Item 7.f. below), the Local #871 (Script Coordinators and Writers’ Room Assistants) Agreements) and other than the Local #600 (Camera) Agreement (which is addressed in Item 7.f. below) in accordance with Items 7.a. and d. above. The foregoing shall not apply to those Agreements’ Distant Location provisions.*

*Contract language changes for Paragraph 11(b) and (c) of the Local #44 Agreement is below (make conforming changes to the corresponding provisions of the other West Coast Studio Local Agreements referenced above and to the applicable Distant Location provisions):*

**“11. Golden Hour Provisions”**

\* \* \* \*

“(b) Except as provided in Paragraph 10(a)(1) and (2), once an employee is on Golden Hours, ... *[remainder of provision unchanged.]*

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

WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS LESS THAN FIVE (5) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS BETWEEN FIVE (5) HOURS AND THE END OF THE APPLICABLE REST PERIOD <u>IN PARAGRAPH 10(a) (OTHER THAN AS PROVIDED IN PARAGRAPHS 10(a)(1)(B)(i) AND (iii) AND 10(a)(2) FOR INVADED HOURS ONLY)</u>	<u>WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK IS PAID AT INVADED HOURS ONLY UNDER PARAGRAPHS 10(a)(1)(B)(i) AND (iii) AND 10(a)(2)</u>	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK EXCEEDS THE APPLICABLE REST PERIOD
(Work Time)	(Interruption)	<u>(Invaded by One (1) Hour or Less for ‘On Production Employees’ or Two (2) Hours or Less for ‘Off Production’ Employees Assigned to a Production under Paragraphs 10(a)(1)(B)(i) and (iii) and 10(a)(2))</u>	(Full Rest Period)
Intervening time is work time and is added to previous and subsequent work time.	Intervening time is not work time, but previous and subsequent work time are added together to determine (1) and (2) above.	<u>Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun; invaded hours paid at additional straight time.</u>	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun.

*Make conforming changes.*

f. *Modify Paragraph 11(d) of the Local #600 (Camera) Agreement as follows:*

“(d) When Full Rest Period is Not Allowed

“(1) When the call-back is made after five (5) hours have elapsed, but within fewer than the hours of a full rest period from the time of first dismissal (but not when the rest period has been invaded by no more than one (1) hour as provided in the last paragraph of Paragraph 10(c) and the last paragraph of Paragraph 10(d)), the hours of service of the first call plus the elapsed time, plus the hours of the second call, are all added together (meal periods included) for the purpose of computing when Golden Hours commence. Golden Hour rates shall



be paid only for time worked thereafter until dismissed or until the end of the minimum call, whichever is the later.

“(2) When the call-back to work is within five (5) hours from time of dismissal, all elapsed time, excluding meal periods, from first call to second dismissal shall be work time.

“(3) The employee shall be paid additional straight time for invaded time only when the rest period has been invaded by one (1) hour or less as provided in the last paragraph of Paragraph 10(c) and the last paragraph of Paragraph 10(d).”

*Make conforming changes.*

- g. *Modify Paragraph 15 (“Turnaround”) in the Local #871 Amendment Agreement (Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators) as follows:*

**“15. TURNAROUND**

“(a) The rest period shall be ten (10) hours for an Assistant Production Office Coordinator or an Art Department Coordinator employed on a part of a mini-series or on an episode of a series described in subparagraphs (1), (2) or (3) below, which part or episode commences principal photography on or after [insert date that is ninety (90) days following the AMPTP’s receipt of notice of ratification]:

“(1) Any mini-series made for free or pay television or basic cable or that meets the definition of a ‘Mid-Budget SVOD’ Series or a ‘High Budget SVOD’ Series (as defined in Paragraphs D.(2) or G.(2), respectively, of the Sideletter re Productions Made for New Media) (hereafter ‘Mid-Budget SVOD’ Series or ‘High Budget SVOD’ Series); or

“(2) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production; or

“(3) Any one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera ‘Mid-Budget SVOD’ or ‘High Budget SVOD’ episodic series that is in its second or subsequent season of production.

“Any such employee who has not received a ten (10) hour rest period from the time of dismissal from work shall be paid one and one-half times his or her ‘effective hourly rate’ for any invaded hours. For this purpose, the ‘effective hourly rate’ shall be calculated by dividing the employee’s weekly rate in effect by fifty-six (56) hours.”

“(b) The rest period for an Assistant Production Office Coordinator or an Art Department Coordinator employed on a long-form television motion picture that commences principal photography on or after [insert date that is 90 days following the AMPTP’s receipt of notice of ratification] who works fourteen (14) or more hours on two (2) consecutive days for the same Producer on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off.

“Any such employee who has not received a ten (10) hour rest period as provided above from the time of dismissal from work shall be paid one and one-half times his or her ‘effective hourly rate’ for any invaded hours. For this purpose, the ‘effective hourly rate’ shall be calculated by dividing the employee’s weekly rate in effect by fifty-six (56) hours.

“(c) Any other employee who has ~~An employee who~~ has not received an eight (8) hour rest period after working more than twelve (12) hours in a day, from the time of reporting to work, shall be paid one and one-half times his or her ‘effective hourly rate’ for any invaded hours. For this purpose, the ‘effective hourly rate’ shall be calculated by dividing the employee’s weekly rate in effect by fifty-six (56) hours.”

*Make conforming changes to the Sideletter re Turnaround in the Local #871 Amendment Agreement (Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators) so that it does not apply to Assistant Production Office Coordinators and Art Department Coordinators under the circumstances set forth in Paragraphs 15(a) and (b) above.*

## 8. **Training**

### a. **Deadline to Complete Training After Initial Roster Placement**

- i. *Modify Article IX.(g)(5) of the Basic Agreement, Paragraph 68(c)(4) of the Local #800 (Art Directors) Agreement, Paragraph 68(c)(5) of the Local #44, #80 (Grips), #700 (Independents), #700 (Screen Story Analysts), #706, #729, #800 (Set Designers and Model Makers), #800 (Illustrators*

*and Matte Artists), and #871 (Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists) Agreements, Paragraph 68(c)(6) of the Local #600 (Camera) Agreement, Paragraph 68(d)(4) of the Local #695 Agreement and Paragraph 68(d)(5) of the Local #80 (First Aid), #700 (Majors), #700 (Labs), #705, and #728 Agreements to provide:*

“( ) A person on the Industry Experience Roster who fails to complete legally required industry safety training by a date to be mutually agreed upon by the IATSE and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Industry Experience Roster. The IATSE and AMPTP agree that a person must complete all required courses and/or training within six (6) months of placement on the Industry Experience Roster.”

“During the time the person is so temporarily removed from such roster, the Producer is not obligated to call such person. Such person shall be reinstated to his/her former Roster status upon successful completion of said courses and/or training.”

- ii. *Add a new second paragraph to Paragraph 68(e) of the Local #44, #80 (Grips), #600 (Camera), #700 (Independents), #700 (Screen Story Analysts), #706, #729, #800 (Art Directors), #800 (Set Designers and Model Makers), #800 (Illustrators and Matte Artists), and #871 (Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists) Agreements, and to Paragraph 68(f) of the Local #80 (First Aid), #695, #700 (Majors), #700 (Labs), #705, and #728 Agreements as follows:*

“( ) Establishing Eligibility

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

“Satisfactory completion of the ‘A’ safety training course and the harassment prevention training course through CSATF is required for placement on the Industry Experience Roster.”

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

iii. *Add a new paragraph (vi) to Paragraph 3.(a) of the “Letter of Understanding” in the Local #884 Agreement, as follows:*

“(vi) have successfully completed the ‘A’ safety training course and the harassment prevention training course through CSATF.”

iv. *Add a new sentence to Article IX.(f)(2) of the Basic Agreement as follows:*

“(2) Each applicant for roster placement shall have the burden of establishing his or her eligibility. The applicant must file an application with CSATF within six (6) months after the completion of the work experience required for eligibility. Such application must be perfected no later than one (1) year following the date of the last work day to be considered as qualifying experience. Such application shall be subject to appropriate verification by CSATF. The parties hereby confirm that I-9 information must be provided to CSATF as a condition of placement on the Industry Experience Roster. In addition, satisfactory completion of the ‘A’ safety training course and the harassment prevention training course through CSATF is required for placement on the Industry Experience Roster.”

*Make conforming changes.*

b. **Stipend for Safety Pass Courses**

*Increase stipend for required Safety Pass Courses to \$20 per hour effective August 4, 2019, by letter agreement dated August 1, 2018, providing as follows:*

“This letter will serve to memorialize our agreement that, effective August 4, 2019, each employee in the bargaining unit covered by the Producer–LA.T.S.E. Basic Agreement who attends Safety Pass training classes required for his/her classification which are administered by Contract Services Administration Trust Fund shall be paid a stipend of \$20.00 for each hour he/she attends such classes outside his or her employment. Please signify your concurrence with the foregoing by executing the enclosed additional copy of this letter in the space reserved for your signature and returning same to me.”

c. **Notice of Intention to Place**

Effective August 1, 2018, CSATF shall supply the affected Local with the email of the person requesting placement on the Industry Experience Roster, if known, in connection with each “Notice of Intention to Place.”

d. **IATSE Training Trust Fund Contributions**

Producers shall make contributions to the IATSE Training Trust Fund at the rates required in the then-current Theatrical and Television Motion Picture Area Standards Agreement for each employee who does not otherwise have contributions made to CSATF and who is employed under the Local #600 Amendment Agreement or the Local #700 Amendment Agreement (other than in the Third Area) on a theatrical motion picture, television motion picture or High Budget SVOD Program.

e. **CSATF Contribution Rate**

Increase the forty-six cent (\$0.46) per hour contribution rate to Contract Services Administration Trust Fund (“CSATF”) by seven cents (\$0.07) effective July 29, 2018 and an additional seven cents (\$0.07) effective August 2, 2020 and apply this rate to all Producers and all employees on whose behalf contributions are submitted to CSATF for employees within the bargaining unit covered by this Agreement, except that the contribution rates for (i) employees of laboratories; (ii) Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators employed under the Local #871 Amendment Agreement; and (iii) Costume Houses, shall increase by the same proportion as the increase to the forty-six cent (\$0.46) per hour contribution rate as provided herein (see chart below); and except that the contribution rate for the Script Coordinators and Writers’ Room Assistants employed under the Local #871 Amendment Agreement shall remain at \$0.0708 for the term of the Agreement.

	<b><u>Current</u></b>	<b><u>Year 1 (7-29-18)</u></b>	<b><u>Year 3 (8-2-20)</u></b>
Standard	\$0.46	\$0.53	\$0.60
Film Labs	\$0.0133	\$0.015	\$0.017
Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators (Local #871)	\$0.0708	\$0.082	\$0.092

	<b>Current</b>	<b>Year 1 (7-29-18)</b>	<b>Year 3 (8-2-20)</b>
Costume Houses	\$0.2075	\$0.24	\$0.27

9. **Safety Rules and Regulations**

*Modify Section VII, Paragraph 62(b) of the Local Agreements (other than the Local #871 Amendment Agreement for Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators and the Local #871 (Script Coordinators and Writers' Room Assistants) Agreement) as follows:*

“(b) Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb, or for making a good faith report to the First Assistant Director, the Unit Production Manager or his or her supervisor relating to ~~advocating for the safety of another employee exposed to a clear and present danger to life or limb.~~ No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees. For purposes of this Paragraph 62(b), the question of whether an employee has made a report in good faith is subject to the grievance and arbitration procedure set forth in Paragraph 7 of this Agreement.”

10. **Productions Made for New Media**

a. **Buyout for Domestic Theatrical Release of Certain High Budget Programs Intended Primarily for Use on a Subscription Consumer Pay Video-on-Demand New Media Service (Other than Pilots, Episodes of a Series or Parts of a Mini-Series)**

*Modify Paragraph G.(5) of the Sideletter re Productions Made for New Media to add the following as a new subparagraph (f):*

“(f) (i) The following shall apply to a High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) produced during the term of, and subject to, this Agreement that is:

“(A) 96 minutes or longer with a budget in excess of \$30 million (in excess of \$45 million for an animated High Budget

SVOD Program) [budget thresholds to be increased by the wage increases in each year of the Agreement];<sup>1</sup>

“(B) intended primarily for use on a subscription consumer pay video-on-demand new media service;

“(C) subject to a license agreement with an SVOD service with more than 1,000,000 domestic subscribers, which license agreement was entered into on or after January 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after January 1, 2019); and

“(D) produced with employees employed by Producer under this Agreement, as defined in Article XXVIII.(c)(1)(iii) of this Agreement and as further clarified in subparagraph (g) of Article XXVIII. of this Agreement.

“(ii) If such Program is released in theaters in the United States or Canada and an admission fee is charged to view the Program,<sup>2</sup>

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<sup>1</sup> 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. Employer shall provide the IATSE, upon request, with 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. All information received or reviewed by representatives of the IATSE or retained professionals shall be confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

<sup>2</sup> It is understood that when the Program is exhibited at a film festival or charitable event, no payment shall be due hereunder if (a) an admission fee is charged only for the festival or the event (but not for the Program itself) or (b) an admission fee is charged for the Program, but no monies are paid to the Employer or the Employer’s licensee in consideration for the use of the Program. In addition, the IATSE shall not unreasonably deny waivers of this provision for exhibition at an educational institution or similar circumstances.

Producer shall make a payment to the Motion Picture Industry Pension Plan<sup>3</sup> in the amount of:

“(A) five and four-tenths percent (5.4%) of the straight time scale earnings of all employees employed on the live action High Budget SVOD Program under the Basic Agreement; or

“(B) three and six-tenths percent (3.6%) of the straight time scale earnings of all employees employed on the animated High Budget SVOD Program under the Basic Agreement.

“Such payment shall be due in equal installments over eight (8) consecutive calendar quarters commencing sixty (60) calendar days following the close of the calendar or fiscal quarter in which the initial domestic theatrical release occurred. Payment of the foregoing amounts covers all theatrical exhibitions of the Program in perpetuity.

“It is understood that a theatrical motion picture that is exhibited on a subscription video-on-demand consumer pay new media platform is not subject to the foregoing residual; instead, the Sideletter re Exhibition of Traditional Motion Pictures Via New Media applies.

“(iii) This Paragraph G.(5)(f) shall expire upon termination of the 2018 IATSE Basic Agreement.”

*Make conforming changes, including but not limited to modifying footnote 3 of the Sideletter re Productions Made for New Media to provide, in pertinent part: “This Sideletter applies to the production of certain types of programs intended **primarily** for initial use in New Media ...”*

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<sup>3</sup> The bargaining parties agree that this payment shall not reduce the minimum funding otherwise required for the Pension Plan (in other words, when determining whether the minimum funding requirement of the Pension Plan has been met, no reduction shall be made in the amount of Supplemental Markets monies that would otherwise be allocated to the Pension Plan by reason of amounts payable under this provision).



b. **Certain High Budget SVOD Programs Budgeted Over \$30 Million**

*Add a new paragraph to Paragraph G.(4)(a) of the Sideletter re Productions Made for New Media (and make conforming changes) to provide:*

“( ) The wage rates and working conditions applicable to theatrical motion pictures, as set forth in this Agreement and in the West Coast Studio Local Agreements, 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] (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 20,000,000 or more domestic subscribers.<sup>1</sup> It is understood that the only residual obligations applicable to any such Program shall be as provided in Paragraph G.(5) of this Sideletter.

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

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<sup>1</sup> 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. Employer shall provide the IATSE, upon request, with 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. All information received or reviewed by professionals shall be confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

c. **“Mid-Budget SVOD Programs”**

*Modify Paragraph D. of the Sideletter re Productions Made for New Media as follows:*

**“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original ‘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 G. below) are freely negotiable between the employee and the Producer, except for those provisions identified in Paragraph E. below which shall be automatically applicable to employees.

“(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 August 1, 2019; 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 August 1, 2019, 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 Producer prior to August 1, 2019.

“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2019.

“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 August 1, 2019 and the Producer 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).<sup>2</sup>”

“Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to IATSE-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**’):

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<sup>2</sup> In the event that Producer 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 Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer 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</u>	<u>‘Mid-Budget’ Threshold as Initially Exhibited*</u>
<u>20-35 Minutes</u>	<u>\$900,000 or more but less than \$1,300,000</u>
<u>36-65 Minutes</u>	<u>\$1,750,000 or more but less than \$2,500,000</u>
<u>66 Minutes or more</u>	<u>\$2,100,000 or more but less than \$3,000,000</u>

“\* 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 applicable to a Mid-Budget SVOD Program shall be as provided in the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) (hereinafter, the ‘Long-Form Sideletter’), regardless of where such Mid-Budget SVOD Program is produced, except that:

“(A) Employees employed on a Mid-Budget SVOD Program, other than post-production employees, shall be paid at the wage rates set forth in the ‘Made for Television Long-Form Agreement Rate Schedules’ for the period two periods prior to the period in question (e.g., during the period August 2, 2020 to July 31, 2021, the wage rate for the period July 29, 2018 to August 3, 2019 shall apply);

“(B) Paragraph 3 of the Long-Form Sideletter shall not apply. Post-production employees employed on a Mid-Budget SVOD Program shall be paid at the wage rates set forth in Exhibit 1 to this Sideletter for

the period two periods prior to the period in question (e.g., during the period August 2, 2020 to July 31, 2021, the wage rate for the period July 29, 2018 to August 3, 2019 shall apply);

“(C) In lieu of Paragraph 4 of the Long-Form Sideletter, Paragraph E.(3) of this Sideletter shall apply;

“(D) In lieu of Paragraph 5.(ii) of the Long-Form Sideletter, Paragraph E.(5) of this Sideletter shall apply; and

“(E) Paragraph 5.(viii) of the Long-Form Sideletter shall not apply.

[\*\*\*]

“H. Representatives of the IATSE shall have the right 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 G.(3) above. Producer agrees to cooperate and provide requested relevant additional information about the budget that is reasonably available to it. 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.”

d. **New Media Roster**

*Modify Paragraph E.(3) of the Sideletter Re: Productions Made for New Media as follows:*

“(3) Preference of Employment/Industry Experience Roster/~~New Media Roster~~

“There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder. The provisions of the Basic Agreement relating to Preference of Employment ~~and to the Industry Experience Roster~~ shall not be applicable to New Media Productions, except to the extent provided below. An employee need not be on the Industry Experience Roster, ~~nor on the New Media~~

Roster described below, in order to be employed on a New Media Production.

~~“Work under this Agreement on a covered New Media Productions twenty (20) minutes or more in length in a job classifications covered by and within the geographic scope of a West Coast Studio Local Agreement for which the same work, if performed in connection with a theatrical or television motion picture, would qualify for placement on the Local’s Industry Experience Roster, shall be counted for purposes of placement on a New Media Roster to be established by the parties such Industry Experience Roster, subject to the eligibility requirements set forth in the applicable Local Agreement. Any individual with thirty (30) days of such work experience shall be added to such New Media Roster. If an individual has worked under this Agreement in more than one classification on a single covered New Media Production, the Producer of such covered New Media Production shall identify the employee’s primary skill for purposes of determining the classification to which such person’s workdays shall be credited for purposes of placement on the New Media Roster Industry Experience Roster.”~~

~~“Each applicant for placement on the New Media Roster shall have the burden of establishing his or her eligibility. The applicant must file an application with Contract Services Administration Trust Fund (“CSATF”) within six (6) months after the completion of the work experience required for eligibility. Such application must be perfected no later than one (1) year following the date of the last work day to be considered as qualifying experience. Such application shall be subject to appropriate verification by CSATF. The applicant shall provide I-9 information to CSATF as a condition of placement on the New Media Roster.”~~

~~“Notwithstanding the foregoing, any individual on the New Media Roster as of July 31, 2018 ~~August 1, 2015~~ shall be transferred to the Industry Experience Roster on August 1, 2018 ~~that date~~, provided that he has satisfied any licensing, testing and training requirements for the roster classification(s) in which he is to be placed. Any person placed on the New Media Roster after August 1, 2015 who works an additional one hundred twenty (120) days on New Media Productions covered under this Sideletter, or a combined total of one hundred twenty (120) days on New Media Productions covered under this Sideletter and on motion pictures of the type traditionally covered under the Basic or Videotape Agreement, in the same classification in which he/she is listed on the New Media Roster following placement thereon shall be entitled to be transferred to the Industry Experience Roster in that classification.”~~

*Make conforming changes, including deleting all references to the New Media Roster (e.g., in Paragraph B. of the Sideletter re: Productions Made for New Media), and making the following changes to Paragraph G.(4)(c):*

“(c) Preference of employment under the provisions of Paragraph 68 of the West Coast Studio Local Agreements shall apply on a High Budget SVOD Program to the same extent required on a free television motion picture. ~~Persons on the New Media Roster shall have equal preference with those listed in the same classification on the Industry Experience Roster.~~ Days worked on a High Budget SVOD Program shall count towards placement on the Industry Experience Roster ~~and the New Media Roster.~~”

*In addition, modify Paragraph 3.(a)(iii) of the “Letter of Understanding” in the Local #884 Agreement as follows:*

“(iii) have been employed as a Studio Teacher-Welfare Worker subject to the Studio Teachers and Welfare Workers, Local #884 Agreement (including on a new media production twenty (20) minutes or more in length and covered under the Sideletter to the Producer-IATSE Basic Agreement re Productions Made for New Media) for a total of thirty (30) actual workdays within a one (1) year period immediately preceding the date of submission of a request to be added to the Availability List;”

e. Grandfathering and Inspection of License Agreement for “Grandfathered Series”

*Revise Paragraph G.(1) of the Sideletter re: Productions Made for New Media as follows:*

“(1) Prospective Application

“~~The terms and conditions set forth in this Paragraph G. shall be applicable prospectively only. They shall not apply to: any program or series that continues in production on or after August 1, 2018 and was grandfathered, and remains grandfathered, pursuant to Paragraph G.(1)(a) or (b) of the Sideletter re Productions Made for New Media to the 2015 Basic Agreement.~~

“In addition, the terms and conditions set forth in this Paragraph G. shall not apply to a High Budget SVOD Program or episodes of a High Budget SVOD series, the principal photography of which commences on or after August 1, 2018 pursuant to a license agreement entered into prior to

August 1, 2018.<sup>3</sup> Paragraph G. of the Sideletter re Productions Made for New Media to the 2015 Basic Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2018 negotiations.

~~“(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 November 1, 2015; 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 November 1, 2015, 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 Producer prior to November 1, 2015.~~

~~“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to November 1, 2015.~~

~~“Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of Sideletter Re:~~

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<sup>3</sup> If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the principal photography of which will commence on or after August 1, 2018, pursuant to a license agreement entered into prior to August 1, 2018, and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2018 Basic Agreement. In the event that Producer asserts that a High Budget SVOD Program is grandfathered under the provisions of the second paragraph of Paragraph G.(1) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer 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.



~~Productions Made for New Media under the 2012 IATSE Basic 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 November 1, 2015 and the Producer 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 Producer shall not reduce the terms and conditions of employment previously provided to IATSE-represented employees on programs or series covered by subparagraphs (a) or (b) above.”~~

*Make conforming changes.*

f. **Subscriber Count**

i. Change the subscriber threshold in Paragraph G.(4) of the Sideletter re Productions Made for New Media from 15 million subscribers to 20 million subscribers.

ii. *Add a new subparagraph (6) to Paragraph G. of the Sideletter re Productions Made for New Media as follows:*

“(6) 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 in perpetuity.”

g. *Update the second paragraph of the opening to the Sideletter re: Productions made for New Media to reflect the parties’ modifications to Paragraph G. as follows:*

“The parties mutually recognize When the parties entered into the 2015 negotiations, they mutually understood that the economics of New Media production are presently were uncertain and that greater flexibility in terms and conditions of employment is/was therefore mutually beneficial. The parties understood that if one or more business models developed such that New Media production becomes/became an economically viable medium, then the parties would mutually recognize that fact in future agreements should reflect that fact.

“During the 2018 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 productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph D. below and the terms and conditions for for ‘high budget’ dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph G. below.”

h. **“Sunset” Clause**

*Renew the “sunset” clause in Paragraph I. of the Sideletter re Productions Made for New Media, except as modified under Item 10.a. above, to provide:*

**“I. ‘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, except as provided in the next paragraph, the provisions of this Sideletter shall expire on the termination date of the Basic 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 terms and conditions herein applicable to High Budget SVOD Programs, other than the provisions of Paragraph G.(5)(f) herein, shall apply and remain in full force and effect, and without change, to High Budget SVOD Programs produced by the Producer hereunder, regardless of the terms or provisions of any agreement which is a modification, extension or renewal of, or substitution for, this Sideletter.

“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.”

i. **Housekeeping re Script Coordinators/Writers’ Room Assistants**

*Modify the last sentence of Paragraph B. of the Sideletter re Productions Made for New Media as follows:*

“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.”

*Make conforming changes, including but not limited to clarifying that Script Coordinators and Writers' Room Assistants under the Local #871 Amendment Agreement are not considered employees employed under the Basic Agreement for purposes of Paragraphs F. and G.(5) of the Sideletter re Productions Made for New Media.*

11. **Sideletter re Exhibition of Motion Pictures Transmitted Via New Media**

Renew the sunset clause in Paragraph 4 of the Sideletter re Exhibition of Motion Pictures Transmitted Via New Media.

12. **Entire City of Huntington Beach Within Secondary Studio Zone**

*Modify subparagraph 22(a) of the West Coast Studio Local Agreements to include the entire city of Huntington Beach within the Secondary Studio Zone, as follows:*

“(a) The secondary studio zone shall be the area extending ten (10) miles from the perimeter of the studio zone and including John Wayne Airport and the City of Huntington Beach in its entirety. It does not include any of the areas that fall within the definition of the studio zone in Paragraph 21 above.”

*Make conforming changes.*

13. **Canadian Holiday Exchange**

*Add a footnote to the end of the first sentence of subparagraph (b) to Paragraph 9 (“Holidays”) of the West Coast Studio Local Agreements (and to Paragraph 20(a) of the Local #871 Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators Agreement) as follows:*

“\* For work performed in Canada, Producers may elect to observe the following Canadian holidays in lieu of the referenced holidays listed in subparagraph (b) above:

- (i) Victoria Day in lieu of Memorial Day; and
- (ii) Canada Day in lieu of Independence Day (July 4<sup>th</sup>); provided that the two holidays are within the employee’s period of employment and the Producer gives no less than two (2) weeks’ notice to the affected employee, unless the employee has been

employed fewer than two (2) weeks prior to the first of the two holidays, in which case the Producer will provide notice to the affected employee at the time of hire. When the employee has not been employed on the Canadian holiday set forth above, but is employed to work on the U.S. holiday, the employee shall be paid a premium for the corresponding U.S. holiday. The Union will not unreasonably deny requests to exchange other Canadian holidays for those listed in subparagraph (b) above (such as Family Day in lieu of Presidents' Day or Easter Monday in lieu of Good Friday)."

*Add an identical footnote to the list of recognized holidays in the Local #600 Amendment Agreement and the Local #700 Amendment Agreement (Majors and Independents) with conforming changes to the reference to "subparagraph (b)."*

*Make conforming changes.*

14. **Sideletter re Virtual MVPD Services**

*Add a Sideletter to the Basic Agreement to provide:*

"During the course of the 2018 negotiations, the parties discussed how the landscape of the free television marketplace has evolved from the past – when the exhibition of a given television program was only available to the viewer in the home on a television set on a linear channel at a specific scheduled time – to the current marketplace, commonly referred to as 'TV everywhere' where the viewing public, in addition to viewing a program on a linear channel at a scheduled time, is also provided the time-shifted option to view the same program on a variety of digital devices on a video-on-demand ('VOD') basis. In addition, in the past, the bargaining parties agreed that television exhibitions on a linear channel provided through an MVPD, whether such channel was a free television channel or a basic cable channel, were considered exploitation of free television rights even though the consumer paid a monthly fee to access such programming.

"Consistent with the above, the bargaining parties agree that with respect to new internet delivered 'virtual MVPD' services, such as Sling TV and Sony's PlayStation Vue, and other like services, such as CBS All Access, (collectively referred to hereafter as 'vMVPD Services'), any VOD rights which are associated with exhibition of the motion picture or episodes of the series (collectively and alternatively 'Programs') on a linear channel on the vMVPD Service (commonly referred to as 'stacking rights') shall be considered exploitation of free television rights and not a form of pay or subscription television and therefore Paragraph 1(a) ('If the Consumer Pays') of the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media which governs licenses to consumer pay new media platforms for a limited period or fixed number of exhibitions, shall not apply to such exhibitions. Such exhibitions and associated 'stacking rights,' regardless of whether current or past season episodes are exhibited and regardless of whether such VOD exhibition contains advertisements, shall be treated the same as if such programs were exhibited on traditional MVPDs. Any VOD rights related to a motion picture shall not be deemed 'associated with' the right to exhibit it on a linear

channel of that vMVPD Service subsequent to the date on which the right to exhibit the motion picture or episodes on the linear channel terminated.

"By contrast, when the Company licenses the right to exhibit a covered television motion picture, or one or more episodes of a covered television series, on an on-demand basis on the vMVPD Service, and such rights are not associated with the right to exhibit the motion picture or episodes of the series on a linear channel on the vMVPD Service, the parties agree that Paragraph 1(a) of the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media, which governs licenses to consumer pay new media platforms for a limited period or fixed number of exhibitions, shall apply.

"When a program is made exclusively for on-demand availability on an vMVPD Service, it shall be treated as having been made for a subscription consumer pay new media platform subject to the provisions of the Sideletter on Productions Made for New Media.

"It is understood that in order to qualify as an 'vMVPD Service' under this Sideletter, such service must include at least one free television or basic cable linear channel that is non-exclusive to that service and is generally made available for exhibition on other traditional and/or virtual MVPD services."

*Make conforming changes.*

15. **Sideletter re: Over-the-Top ("OTT") Service of Pay Television Service**

*Modify the Basic Agreement, either by Sideletter or otherwise, to provide as follows:*

"The parties confirm that when a pay television service (such as HBO, Showtime or Starz) also provides to subscribers, without additional subscription fee, over-the-top ("OTT") services (such as HBO Go, Showtime Anytime or Starz Play), the OTT service shall be treated as part of the linear pay television service for all purposes under the Basic Agreement. Likewise, when a pay television service only provides OTT services (such as HBO Now and the OTT subscription services of Showtime and Starz), such OTT service, whether or not such service includes a linear channel of the pay television service, shall also be treated as part of the linear pay television service for all purposes under the Basic Agreement."

16. **Diversity and Inclusion Task Force**

In recognition of the need for the IATSE and the Producers to cooperate in their efforts to promote diversity in the hiring of IATSE-represented classifications, the parties shall form a Task Force comprised of representatives from the IATSE and AMPTP companies. The IATSE and Producers will each select an individual to co-chair the Task Force.

The Task Force will: (a) meet at least once every four months during the term of the Agreement and thereafter; (b) examine characteristics of the labor pool; (c) share

information and discuss ways to improve existing initiatives; (d) develop new initiatives aimed at increasing the employment of under-represented groups including but not limited to women, people of color, people with disabilities, LGBTQ individuals, etc.; and (e) develop criteria to benchmark success in these areas.

17. **IER Placement of Individuals Working Under an O-1/O-2 Visa**

*Delete Article IX(f)(3) of the Basic Agreement and the corresponding paragraph in Paragraph 68 of the West Coast Studio Local Agreements:*

~~“(3) If an individual working under an O-1 or O-2 visa applies for placement on the Industry Experience Roster, CSATF shall hold his application in abeyance until such time as the individual is again available to be engaged to perform work covered under the Basic Agreement or the Videotape Agreement.”~~

18. **Renew the Industry Experience Roster Safety Requirement Training Program**

*Modify the last paragraph of Article XXV.(a) of the Basic Agreement as follows:*

The Producers have established CSATF for the purpose of providing a Fund to be used for the administration of apprenticeship and other training programs within the motion picture industry; maintenance of appropriately classified and delineated seniority rosters within the motion picture industry; administration of safety programs and studies within the motion picture industry; administering and financing physical examinations in connection with any uniform industry retirement programs; and, generally, for the carrying on of similar such programs for the administration of other industry-wide services, studies or education. To this end, the parties have agreed, effective August 1, 2015-2018, to renew the Industry Experience Roster Safety Requirement Training for the term of this Agreement. Such Trust Fund shall be administered by a Board of Trustees who shall be appointed by the Alliance of Motion Picture and Television Producers.

**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT “B” ATTACHED HERETO**

\_\_\_\_\_ Date: \_\_\_\_\_  
Carol A. Lombardini, President

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Matthew D. Loeb, International President

## EXHIBIT "A"

The West Coast Studio Locals of the IATSE are named as follows:

Affiliated Property Craftspersons	Local #44
Motion Picture Studio Grips	Local #80
International Cinematographers Guild	Local #600
I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists	Local #695
Motion Picture Editors Guild	Local #700
Motion Picture Costumers	Local #705
Make-Up Artists and Hair Stylists	Local #706
Studio Electrical Lighting Technicians	Local #728
Motion Picture Set Painters and Sign Writers	Local #729
Art Directors Guild	Local #800
The Animation Guild	Local #839
Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists Guild	Local #871
Motion Picture Studio Teachers and Welfare Workers	Local #884
Costume Designers Guild	Local #892

**EXHIBIT “B”**  
**Companies Represented by the AMPTP**  
**in the 2018 IATSE Negotiations**

12:05 AM Productions, LLC	Calabasas Camera Inc.
300 Pictures, Inc.	CaliYork Productions
1440 Productions LLC	Canada Premiere Pictures, Inc.
50/50 Productions, LLC.	Cartoon Network Studios, Inc.
7 Friends Pictures Inc.	Cast & Crew Productions Payroll, LLC
3F Productions, Inc.	Castle Rock Pictures, Inc.
	CBS Films Inc.
ABC Signature Studios, Inc.	CBS Studios Inc.
ABC Studios New York, LLC	CDK Productions, Inc.
Ability Now	Charlestown Productions, LLC
Abominable Pictures, Inc.	Chevalier Productions, Inc.
Above Suspicion, LLC	Chime Productions, LLC
Academy Lighting Consultants, Inc.	Christie Love Productions, Inc.
Adobe Pictures, Inc.	Chubbco Filmco
Adrift Productions UK Limited	Classic Films, Inc.
AEG Ehrlich Ventures LLC	Columbia Pictures Industries, Inc.
Alive and Kicking, Inc.	Company Prime LLC
Altar Rock LLC	Confidential Productions, Inc.
American Costume Corp.	Consolidated Scenic Services, Inc.
American Documentaries, Inc.	Country Music Film Project, LLC
American International Media Group, LLC	Coupon Productions, Inc.
American Summer Productions, Inc.	CPT Holdings, Inc.
Annapurna Productions, LLC	Cranetown Media LLC
Artcraft Productions Inc.	Crescent City Pictures, Inc.
Ascension Films Inc.	Crew You, Inc.
Ask Productions	Crews Unlimited II Inc.
Atlantic Pictures, LLC	Crown City Pictures Inc.
Bad Moms Louisiana, LLC	Dakota Pictures, Inc.
Badder Moms, LLC	David Productions Limited
Beachwood Services Inc.	Delta Blues Productions LLC
Big Beach LLC	dick clark productions, inc.
Big Indie Pictures, Inc.	Digital 49 Productions, Inc.
Bill Melendez Productions, Inc.	Digital 360 Productions, Inc.
Blanche Industries, LLC	Digital Image Associates LLC
Blue Cat Productions, LLC	DJ Audio, Inc.
Bob Industries, LLC	
Bonanza Productions Inc.	DreamWorks Animation Television Post- Production, LLC
Broken Foot Productions, Inc.	DreamWorks Post-Production LLC
Bronson Avenue LLC	Dunnfilms, Inc.
BTW Productions, Inc.	



Dutch Boy Productions, LLC  
DW Dramatic Television L.L.C.  
DW SKG TV L.L.C.  
DW Studios Productions L.L.C.

East Lake Film Project, LLC  
Egregious Entertainment, LLC  
EPSG Management Services  
Evans/ McNamara  
Eye Productions Inc.

Favian Wigs Inc.  
Frank & Bob Films II, LLC  
Film 49 Productions, Inc.  
Film Commercials CA, Inc.  
FilmNation Features, LLC  
Final Stretch Productions, Inc.  
Forward Processing CA, Inc.  
Focus Features Productions, Inc.  
FRB Productions, Inc.

FTP Productions, LLC  
Full Frontal, LLC

Goldcrest Features Inc.  
Goliath Productions Limited  
Goodnight Industries Inc. dba Goodnight  
and Company  
Grass Skirt Digital Productions, Inc.  
Green Set Inc.  
Greenco Studio Rentals Inc.  
Greyhound Productions, Inc.  
GVF Productions, Inc.  
GWave Productions, LLC

Hazardous Productions, LLC  
Hiker Productions, LLC  
Holly Day Productions  
Hollywood Camera, Inc.  
Hop, Skip & Jump Productions, Inc.  
Horizon Scripted Television, Inc.  
Hostage Productions, Inc.  
Hotel Artemis LLC

I Like Pie, Inc.

Illuminar, LLC  
Indieproduction, LLC  
Irony West Corp  
Island Film Studios, LLC  
It's Possible Productions, LLC

J.C. Backings Corporation  
Jay Squared Productions LLC  
Jax Media, LLC  
JEM FX Inc.  
JMX, LLC  
JW3 Productions, Inc.

Kamakazee Kiwi Corp  
Kapital Productions, LLC  
Ken Ehrlich Productions Inc.  
Kiki Tree Pictures Inc.  
Knight Takes King Productions, LLC

Lady Prison Productions, Inc.  
Lakeshore Entertainment Group LLC  
LDM Worldwide Corp.  
Learning Depot, LLC  
Legendary Features Productions US, LLC  
Legendary Pictures Funding, LLC  
Legendary Pictures Productions, LLC  
Len Productions LLC  
Lennox House Pictures Inc.  
Lime Grove Productions, LLC  
Lions Gate Productions, LLC  
Liquid Music, Inc.  
Louisiana Premiere Productions LLC

M.E. & Me Costumes, Inc. dba Bill Hargate  
Costumes

MacArthur Park Productions, Inc.  
Magic Island Productions, Inc.  
Main Gate Productions LLC  
Main Processing, Inc.  
Malibu Road, LLC  
Marlowe Productions, LLC  
Mars Boys, LLC  
Marvel Film Productions LLC  
Marvel Picture Works LLC  
Mayo Clinic Film Project, LLC

Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
MICDI Productions Inc.  
Minim Productions, Inc.  
MJ21, Inc.  
Molly's Movie, Inc.  
Mountainair Films Inc.  
Moxie Pictures, Inc.  
MRC II Holdings, LP  
MRZ Sound Inc. (fka MartellSound, Inc.)  
Multicultural Community Production  
Association Co.  
Mutiny Pictures Inc.

NCI Processing, Inc.  
New Line Productions, Inc.  
New Regency Productions, Inc.  
Next Step Productions LLC  
Nila Inc.  
Ninjutsu Pictures, Inc.  
NS Pictures 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.  
Paige Productions, Inc.  
Palladin Productions LLC  
Paramount Pictures Corporation  
Paramount Worldwide Productions Inc.  
Perdido Productions, Inc.  
Picrow, Inc.  
Picrow Streaming Inc.  
Picrow Features Inc.  
PP21 Productions LLC  
Preach Productions, Inc.  
Produced Bayou Productions, Inc.  
Product Entertainment, Inc.  
Public Disturbance Film LLC

Quantum Payroll Services, Inc.

Random Pictures Inc.

Rat Pac Inc.  
Redemption Pictures Inc.  
Red Rover LLC  
Red Zone Pictures, Inc.  
Reunion 2017 LLC  
Revolution Production Services, LLC  
Revolving Movie, LLC  
RH Factor, Inc.  
RHO Productions, LLC  
River Road Entertainment Productions, LLC  
Riverboat Productions, LLC  
Rocart Inc.  
Rose City Pictures, Inc.  
Royals Productions, Inc.  
Rozar Pictures, LLC  
RRCB Media Assets, Inc.  
Rundown LLC

S&K Pictures, Inc.  
S8 Technicians, LLC  
Salty Pictures, Inc.  
Scope Productions, LLC  
Screen Gems Louisiana, L.L.C.  
Screen Gems Productions, Inc.  
Serious One Productions LLC  
SFI Productions, Inc.  
ShivHans Productions, LLC  
Shovel Buddies LLC  
Sky Lantern, LLC  
SLO Productions Inc.  
Smallville Studios Inc.  
Sneak Preview Productions, Inc.  
Sonar Entertainment Productions, LLC  
Sony Pictures Studios, Inc.  
Spellman Desk Co., Inc.  
Spinel Productions, Inc.  
Stage 6 Films, Inc.  
Stalwart Films, LLC  
Stamford Media Center & Productions,  
L.L.C.  
Step-Up Productions, Inc.  
Storyteller Production Co., LLC  
Stu Segall Productions, Inc.  
STX Productions, LLC

Take Note, Inc.  
That's Fantastic, LLC  
The Dawgs Sound Design, Inc.  
The Traveling Lab  
Theatrical Resources, LLC  
Theoretical Pictures, Inc.  
Thunder and Lightning, Inc.  
Tom T. Animation, Inc.  
Tornado Productions, LLC  
Touchstone Television Productions, LLC  
    dba ABC Studios  
Turner Films, Inc.  
TVM Productions, Inc.  
Tweed Productions, LLC  
Twentieth Century Fox Film Corporation

WVP Boston

YKM Productions, Inc.  
YNFS Productions LLC

Umpire Productions, LLC  
Undiscovered North American Ape  
    Pictures, Inc.  
Universal Animation Studios LLC  
Universal Cable Productions LLC  
Universal City Studios LLC  
Upload Films Inc.  
Upside Down Productions, Inc.

Veteran Salute  
Vietnam Film Project, LLC  
Vineyard Productions

WAG Pictures, Inc.  
Walt Disney Pictures  
Warner Bros. Advanced Media Services,  
    Inc. (except IATSE Local  
    700/formerly Local 683)  
Warner Bros. Animation Inc.  
Warner Bros. Pictures  
Warner Bros. Studio Facilities  
Warner Bros. Television  
Warner Specialty Productions, Inc.  
Warner Specialty Video Productions Inc.  
Waterman Sound, LLC  
Westwind Studios, LLC  
White Famous Productions, Inc.  
Wings Wildlife Productions Inc.  
Wonderland Films LLC

**IATSE-PRODUCER PROJECT INFORMATION SHEET**

Please complete the following, if known, for each project employing employees covered by the IATSE Basic Agreement ("BA") and/or the Area Standards Agreement ("ASA") and working in the United States.

\*Please send completed form to notices@iatse.net\*

PROJECT TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATORY PRODUCER / EMPLOYER: \_\_\_\_\_ PRODUCTION COMPANY: \_\_\_\_\_

**FEATURE**                       **DIRECT-TO-VIDEO**

**TELEVISION:**

INTENDED FOR EXHIBITION ON:     Network     Basic Cable     Pay TV     Other: \_\_\_\_\_

TYPE:     Game Show/Non Dramatic     Pilot     Episodic Series     Long Form/ Mini Series     Other: \_\_\_\_\_

LENGTH:     ½ Hour     1 Hour     Other: \_\_\_\_\_

**NEW MEDIA:** Platform Name: \_\_\_\_\_ Total # of Episodes in Initial Series Order (if applicable): \_\_\_\_\_

LENGTH:     Under 20 minutes     20 minutes or more

TYPE:     Pilot     Episodic Series     Long Form/ Mini Series     Other: \_\_\_\_\_

**Covered New Media Production (other than High Budget SVOD Program):**

BUDGET:     \$25,000 or less per minute    **OR**     more than \$25,000 per minute

**Mid-Budget SVOD Program**     20-35 Minutes, \$900,000-\$1,300,000.     36-65 Minutes, \$1,750,000 -\$2,500,000.  
 66 Minutes or more, \$2,100,000 - \$3,000,000.]

**High Budget SVOD Program:**

20-35 Minutes	36-65 Minutes	66-95 Minutes	96 Minutes or More
<input type="checkbox"/> \$1,300,000 or more	<input type="checkbox"/> \$2,500,000 or more	<input type="checkbox"/> \$3,000,000 or more	<input type="checkbox"/> \$3,000,000 or more
<b>If platform has 20 million or more domestic subscribers (15 million or more domestic subscribers under the 2015 Basic Agreement or Area Standards Agreement), also check the appropriate box below if the budget is at or exceeds the applicable figure:</b>			
<input type="checkbox"/> \$2,100,000 or more	<input type="checkbox"/> \$3,800,000 or more	<input type="checkbox"/> \$4,000,000 or more	<input type="checkbox"/> \$4,500,000 (plus \$2,250,000 for each additional minute or portion thereof) or more

PRODUCTION LOCATION(S): \_\_\_\_\_

POST-PRODUCTION LOCATION(S): \_\_\_\_\_

PRINCIPAL PHOTOGRAPHY START DATE: \_\_\_\_\_

LABOR RELATIONS CONTACT: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

UNIT PRODUCTION MANAGER / LINE PRODUCER: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

PRODUCTION OFFICE INFO:

Address: \_\_\_\_\_ Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

PAYROLL SERVICE: \_\_\_\_\_