AGREEMENT OF AUGUST 1, 2021 between PRODUCER and International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada and I.A.T.S.E. PRODUCTION SOUND TECHNICIANS, TELEVISION ENGINEERS, VIDEO ASSIST TECHNICIANS AND STUDIO PROJECTIONISTS, LOCAL 695

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AGREEMENT OF AUGUST 1, 2021
BETWEEN PRODUCER AND I.A.T.S.E. & M.P.T.A.A.C.
AND LOCAL 695 THEREOF

THIS AGREEMENT, executed as of August 1, 2021 between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE") and

I.A.T.S.E. PRODUCTION SOUND TECHNICIANS, TELEVISION ENGINEERS, VIDEO ASSIST TECHNICIANS AND STUDIO PROJECTIONISTS, LOCAL 695

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

THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO, ALL OF WHICH CONSTITUTE A SINGLE MULTI-EMPLOYER BARGAINING UNIT (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers"), on the other hand.

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

ARTICLE 1. Scope of Agreement

This Agreement is made subject to the "Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2021."

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

In the event the Producer elects to and does employ a person in the County of Los Angeles, California to perform work outside the limits of

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

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

It is recognized that the IATSE Constitution grants the following jurisdiction to the IATSE Local 695: Work of any nature in or incidental to the transmission of sound and carrier frequencies and recording same in the production of motion pictures; including all sound, recording employees and classifications engaged in all operations, setting-up, handling, inspecting, striking, testing, temporary running, repairing, sound servicing, scoring, synchronizing, recording, reproducing, re-recording, dubbing, play-backs, electrical transcriptions, sound public address units, acoustics, amplification transmission, transference, sound effects, research, experimental development and all speech and audio frequency work of those electronic devices, and electronic devices used as motion picture projectors or component parts of motion picture projectors of any nature; also all soundpersons of whatever nature, including the classification of first soundpersons, second soundpersons, third soundpersons (or assistant) soundpersons, fourth (or assistant) soundpersons, sound film loaders, sound public address operators and sound play-back operators, but not including post-production sound personnel. This is not to include theaters, places of amusement or jurisdiction of sister locals of the I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada.

The parties further agree that whatever projection work was covered under the 1999 Post-Production Agreement with Motion Picture Editors Guild, Local 700, is covered under this Agreement.

ARTICLE 2. Recognition

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

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

ARTICLE 3. Union Security

(a) (1) Each and every employee subject to this Agreement, hired by the Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside said County, shall be and remain a member in good standing of the Union on and after the date he is placed on the Industry Experience Roster or on and after the thirtieth day following his first day of employment or the effective date of this Agreement, whichever is later.

(2) Each Projection Trainee employee of Producer subject to the provisions of this Agreement shall, as a condition of employment, be or become a Projection Trainee member of the Union on or after the date following his satisfactory completion of a probationary period of six hundred fifty (650) hours of training hereunder (which completion is to be certified by the Motion Picture Joint Training Committee, as provided in the agreement between the parties hereto entitled, "Training Standards for Motion Picture Employers and Motion Picture Studio Projectionists (DOT No. 960.382) for Los Angeles County," (hereinafter referred to as the "Training Agreement").

(3) The foregoing requirements of Union membership as a condition of employment shall be subject to the obligations of the parties hereto under the law.

(4) As defined and applied in this Article 3(a), the term "member of the Union in good standing" means a person who offers to pay (and, if the Union accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

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

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

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

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

Wage scales, hours of employment and working conditions shall be as set forth in the "Wage Scales, Hours of Employment and Working Conditions" herein for employees employed on theatrical and television motion pictures recorded on film and on theatrical motion pictures and one-hour and long-form prime time[1] dramatic television motion pictures recorded digitally.

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

(a) Paragraph 5 ("Night Premiums" and 10 ("Rest Periods") of Section II ("Studio Working Conditions") of this Agreement shall apply in lieu of Paragraphs 16 ("Night Premiums") and 28 ("Call-backs") of the Videotape Agreement for employees employed on one-half hour single camera prime time dramatic television pictures recorded digitally;

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

[2] For sake of clarity, "situation comedies" recorded digitally for television are included within the meaning of "dramatic television motion pictures."

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

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

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

ARTICLE 5. Better Conditions

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

There is no guarantee of employment other than day-by-day, week-by-week or a written guarantee of employment in excess of day-by-day or week-by-week.

The Producer shall send a copy to the Union of any written employment agreement it has with any production soundperson subject to this Agreement. As to projection personnel, Producer will notify the Union of the fact that it has executed any written personal service contract with any such person subject to this Agreement, and will certify that such personal service contract conforms, at least, to the terms and conditions of this Agreement and that an extra copy of such contract has been furnished to the employee.

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

Any dispute arising under this Article shall be subject to grievance and arbitration under Article 7 of this Agreement.

ARTICLE 6. Authority of Union and Producer

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

ARTICLE 7. Grievance and Arbitration Procedure

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

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

A claim by the Local Union that the confirmation relating to guarantees of employment set forth in the second paragraph of Paragraph 6(a) of this Agreement has been violated by a Producer may be filed only upon the written approval of the West Coast office of the International Union. Such written approval shall accompany the claim.

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

If the party receiving the grievance fails to serve the written response as required by Step One, then the other party may elect to

proceed directly to arbitration or to Step Two by serving a written demand upon the other party within five (5) working days after the written response was due.

Conciliation Committee

Step Two - If, within ten (10) working days after the response has been served, the parties fail to meet, or if the grievance is not settled, then the aggrieved party may proceed to Step Two, by delivering or mailing, within five (5) working days thereafter, a written demand, which shall include a statement of the particulars of the claim, upon the other party and upon the International Representative of the IATSE and CSATF. If neither party requests a Step Two conciliation meeting, then the aggrieved party may proceed directly to Step Three regarding expedited or regular arbitration, by serving a written demand upon the other party within the time periods set forth above. Failure of the aggrieved party to so serve such demand for a Step Two conciliation meeting or an arbitration shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step One.

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

The parties to the grievance shall be present and shall be responsible for the presentation of their own position at such time and place. If the aggrieved party fails to appear, then the grievance shall be considered as waived. If the responding party fails to appear, then the aggrieved party shall be entitled to proceed with the presentation of its position, and the Conciliation Committee, upon presentation of evidence showing a contract violation, shall have the authority to and shall issue an immediate final and binding award in favor of the aggrieved party, including an appropriate remedy.

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

The AMPTP and the IATSE shall adopt written rules and procedures which shall be designed to foster to the maximum extent

possible the exploratory and conciliatory nature of Step Two of this procedure.

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

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

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

Step Three - If the parties do not agree that the Conciliation Committee's recommendation will be final and binding on them or if the parties fail to resolve the grievance, or if the Conciliation Committee has issued a "no decision" award, then the parties may proceed to expedited arbitration or regular arbitration as provided below:

(a) Expedited Arbitration - The aggrieved party may elect to proceed to expedited arbitration within ten (10) working days following the Step Two meeting if no agreement has been reached by the parties, or within ten (10) working days following the cancellation of the Step Two meeting, but only in cases wherein the claim arises under Paragraph 68 involving disputes relating to the failure to follow studio seniority or industry seniority, and disputes arising under Paragraph 68 covering the discharge or discipline for cause of an employee subject to Paragraph 68 of the applicable West Coast Studio Local Agreements, or in cases wherein the claim for wage payments, adjustments and/or damages consistent with the contract does not exceed fifteen thousand dollars ($15,000). The aggrieved party may likewise proceed to

expedited arbitration following Step Two over disputes with regard to only "WAGE SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS" provision of the Agreement subject to this Article and provided the claim for damages does not exceed fifteen thousand dollars ($15,000). Any other case may be submitted to expedited arbitration only by the mutual agreement of the parties.

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

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

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

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

From the panel of names of the neutral arbitrators set forth above, the arbitrators shall be assigned, depending upon their availability, in rotation, to the cases as they arise. The parties may, by mutual consent, select an arbitrator out of rotation provided that notice of their selection is given to CSATF prior to the appointment of the arbitrator next in rotation.

The expedited arbitration hearing shall be presided over by a neutral arbitrator assigned from the panel of neutral arbitrators. The IATSE and CSATF shall schedule the grievances to be heard in order of receipt. The grievances must be heard by the assigned arbitrator unless that individual becomes unavailable, in which instance the next arbitrator in the rotation shall hear the grievance. If either party intends to be represented by outside counsel at the expedited arbitration hearing, then such party must notify the opposing party within two (2) working days after the hearing date for the expedited arbitration has been determined. The parties, who may be represented by outside counsel,

will not file post-hearing briefs, but may, prior to or during the hearing, present a written statement of the facts. If either party so desires, a stenographic record may be made and that party shall pay for the transcript. In such cases, the transcript shall be solely for the use of the party requesting it and shall not be used to delay a decision in the matter. The two preceding sentences shall not apply to roster placement nor roster removal arbitrations, for which no stenographic record shall be made. The neutral arbitrator shall have sole authority to rule on all motions and decide the case.

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

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

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

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

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

within ten (10) working days following the cancellation of the Step Two meeting.

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

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

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

Such hearing shall be held within fourteen (14) days after the arbitrator is selected, at such time and place as the arbitrator shall determine. If the arbitrator so selected is unable or unwilling to undertake the arbitration within the time limit herein provided, another arbitrator shall be selected from such list. The decision of the arbitrator shall be rendered in writing, stating his reasons for the award, within thirty (30) days after the submission of the grievance for decision. The arbitrator's decision shall be final and binding upon the parties thereto and upon any employees concerned. The arbitrator shall have the power to determine the specific grievance or dispute, but shall not have the power to amend, modify or effect a change in any of the provisions of the Agreement, nor to determine jurisdictional disputes.

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

(c) Claims - Any claims for the payment of wages or severance pay, not presented under Step One within three hundred sixty-five (365) consecutive days after the employee is entitled to such wages or severance pay, shall be deemed to be waived. Any dispute as to the correct amount of payment of holiday or vacation pay, not presented

under Step One within three hundred sixty-five (365) consecutive days after March 15 of the calendar year next following the calendar year in which such holiday or vacation pay, as the case may be, was earned, shall be deemed to be waived.

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

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

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

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

(f) Disciplinary Memos - Disciplinary memos issued to an employee are admissible evidence in a grievance and/or arbitration proceeding. However, such disciplinary memoranda, other than those resulting in a suspension or discharge, issued more than two (2) years prior to the incident or events giving rise to said grievance shall not be admissible.

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

If a calculation is required to determine the specific amount(s) due under the award, the Producer shall calculate such amount(s) and shall notify the other party of the specific sum(s) due within sixty (60) days of the date of the award. If such calculation is not made or if notice is not given as required, interest shall accrue on the sum(s) due from the date of the award at a rate of one percent (1%) per

month. If, after calculation, the parties disagree on the sum(s) due, or if the amount(s) due and owing under the award cannot be calculated within the sixty-day period as a result of factors beyond the control of the Producer, then no interest shall accrue upon the sum(s) due.

ARTICLE 7.1 Grievance Committee

The parties agree to establish a joint Local 695-AMPTP committee in an endeavor to resolve grievances filed by Local 695.

ARTICLE 8. Conflict With Laws

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

If the parties are unable to arrive at an agreement within thirty (30) days after delivery of such notice, then such provisions in question shall be immediately submitted to an Arbitration Committee composed of one member designated by the Producer, one member by the Union and an Impartial Chairman, to be selected by such other two (2) members within ten (10) days following such thirty-day period provided above. This Arbitration Committee shall promptly proceed to hear and settle such matter. The authority of this Arbitration Committee to decide shall be limited solely to determining the appropriate modifications of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as nearly as possible, for the payment of wages and other financial benefits in the amount intended to be paid by the parties at the time of execution of this Agreement.

The terms and conditions of such appropriate modifications, if any, by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such manner and to the extent as above described and provided. The amounts and payments of wages or other financial benefits contained in such appropriate modifications, if any, made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of such modifications. In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, Producer shall not be liable for any retroactive back pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final and shall not be subject to the Grievance and Arbitration Procedure in Article 7 above, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this Article 8.

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

ARTICLE 9. Term of Agreement

The term of this Agreement shall be for a period commencing with August 1, 2021 and extending to and including July 31, 2024.

Either party may, by written notice (certified mail) to the other served on or before May 1, 2024, request renegotiation of the "Wage Scales, Hours of Employment and Working Conditions" of this Agreement. Such notice shall set forth in detail the proposals or recommendations of the party serving said notice of request for renegotiation. If such notice is served, the parties agree to commence negotiations within thirty (30) days after May 1, 2024 concerning the proposals or recommendations set forth in such notice and to continue negotiations diligently and in good faith on such proposals or recommendations which are submitted in such negotiations.

ARTICLE 10. Interpretation

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

This Agreement hereby terminates and replaces the previous Agreement between the parties hereto entitled "Agreement of August 1, 2018 between Producer and I.A.T.S.E. & M.P.T.A.A.C. and Local #695 thereof."

ARTICLE 11. Gender - Included Meanings

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

ARTICLE 12. Principle of Assistance

The IATSE and its West Coast Studio Locals hereby reaffirm the past practice of assistance in the performance of bargaining unit work among and between the various crafts and classifications of employees in said unit. The IATSE will notify its members that this principle of assistance is so reaffirmed and recognized. This principle is reaffirmed by both parties for the objective of encouraging the continuation and establishment of motion picture production under the IATSE Basic Agreement in Los Angeles County, California.

ARTICLE 13. Sick Leave

(a) Accrual. Eligible employees covered by the IATSE Basic Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for Producer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.,* upon working thirty (30) days for the Producer and after their ninetieth (90th) day of such employment with the Producer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the

following year.) Employees employed outside California shall be eligible for such sick leave commencing February 1, 2022.

(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Producer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Producer's obligations to provide sick leave under this Article.

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

(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."[3] Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

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[3] "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse

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

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

(g) Any Producer that, as of June 30, 2015, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time with respect to eligible employees working in California or that, as of February 1, 2022, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

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

ARTICLE 14. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013

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or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

(N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-B); the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); the Cook County Earned Sick Leave Ordinance (Chapter 42, Article I, Section 42-1 *et seq.* of the Cook County Code); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the San Francisco Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P); the Paid Sick Leave Ordinance of Berkeley, California (Chapter 13.100 of the Berkeley Municipal Code); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.(e), 37.03, 37.07(a)(1)(ii)(B), and 37.07(f)); the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended June 24, 2021); the Los Angeles County COVID-19 Worker Protection Ordinance (Title 8, Chapter 8.200 of the Los Angeles County Code); Los Angeles County Employee Paid Leave for Expanded Vaccine Access Ordinance (Title 8, Chapter 8.205 of the Los Angeles County Code); the Long Beach COVID-19 Paid Supplemental Sick Leave Ordinance (Chapter 8.110 of the Long Beach Municipal Code); the Oakland Paid Sick Leave Law (Section 5.92.030 of the Oakland Municipal and Planning Codes); the West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code); the Santa Monica Paid Sick Leave Ordinance (Chapter 4.62.025 of the Santa Monica Municipal Code); the Tacoma Paid Sick Leave Ordinance (Title 18, Chapter 18.10 of the Tacoma Municipal Code); the Arizona Earned Paid Sick Time Law (A.R.S. section 23-371 *et seq.*); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the

City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working within the District of Columbia is granted at least three (3) days of paid sick leave per calendar year pursuant to the provisions of Article 13 above) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS

I. STUDIO MINIMUM WAGE SCALES

1. (a) (1) (i) The following studio minimum wage scale shall be effective for the period commencing with August 1, 2021 to and including July 30, 2022 for employees employed on motion pictures covered under this Agreement other than one-half hour prime time dramatic television motion pictures recorded digitally.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22** Occ. Code No. Classification			Studio Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$84.76 ($762.84/day)	
8171	Production Mixer[2]	Y-1		$73.48 ($661.32/day)
8109	Supervising Engineer[2]	Y-3	84.76 (762.84/day)	
8173	Supervising Engineer[2]	Y-3		73.48 (661.32/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	65.82 (592.38/day)	
8174	Operative Supervisor and/or Engineer	Y-4		57.35 (516.15/day)
8131	Maintenance Technician	Y-6	57.80 (520.20/day)	
8176	Maintenance Technician	Y-6		50.56 (455.04/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	57.80 (520.20/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		50.56 (455.04/day)
8144	Utility Sound Technician	Y-7a	57.80 (520.20/day)	
8180	Utility Sound Technician	Y-7a		50.56 (455.04/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	57.80 (462.40/day)	57.80 (462.40/day)
8151	Micro. Boom Operator	Y-8	57.80 (520.20/day)	
8181	Micro. Boom Operator	Y-8		50.56 (455.04/day)
8161	Sound/Video Service Person III	Y-9	46.55 (418.95/day)	
8182	Sound/Video Service Person III	Y-9		37.12 (334.08/day)
8194	Sound/Video Service Person II	Y-13	32.19 (289.71/day)	
8184	Sound/Video Service Person II	Y-13		27.94 (251.46/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22** Occ. Code No. Classification		Studio Minimum Rates	
		Schedule A-1	
		Daily Employees - 1½ after 9; Minimum Call - 9 hours	
		Regular Basic Hourly Rate	
		Journeyman	Entry Level[1]
8185	Sound/Video Service Person I Y-16	$23.65 ($212.85/day)	$23.65 ($212.85/day)
8192	Production Sound/Video Trainee Y-16a	23.65 (212.85/day)	23.65 (212.85/day)
		Schedule B-1[6]	
		Weekly Guarantee - 48.6 cum hours; 5 consec days; 1½ after 48.6 hours Minimum Call - 8 hours	
		Regular Basic Hourly Rate	
		Journeyman	Entry Level[1]
8105	Production Mixer[2] Y-1	71.89 (3,493.85/wk)	
8171	Production Mixer[2] Y-1		62.53 (3,038.96/wk)
8109	Supervising Engineer[2] Y-3	71.89 (3,493.85/wk)	
8173	Supervising Engineer[2] Y-3		62.53 (3,038.96/wk)
		Schedule B-2[7]	
		Weekly Guarantee - 5 consec days; 48.6 cum hours; Minimum Call - 8 hours	
		Regular Basic Hourly Rate	
		Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer Y-4	57.80 (3,057.62/wk)	
8174	Operative Supervisor and/or Engineer Y-4		50.55 (2,674.10/wk)
8131	Maintenance Technician Y-6	51.82 (2,741.28/wk)	
8176	Maintenance Technician Y-6		45.46 (2,404.83/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4] Y-7	51.82 (2,741.28/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4] Y-7		45.46 (2,404.83/wk)
8144	Utility Sound Technician Y-7a	51.82 (2,741.28/wk)	
8180	Utility Sound Technician Y-7a		45.46 (2,404.83/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5] A-2	51.79 (2,071.60/wk)	51.79 (2,071.60/wk)
8151	Micro. Boom Operator Y-8	51.82 (2,741.28/wk)	
8181	Micro. Boom Operator Y-8		45.46 (2,404.83/wk)
8161	Sound/Video Service Person III Y-9	44.41 (2,349.29/wk)	
8182	Sound/Video Service Person III Y-9		39.15 (2,071.04/wk)
8194	Sound/Video Service Person II Y-13	30.74 (1,626.15/wk)	
8184	Sound/Video Service Person II Y-13		26.72 (1,413.49/wk)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22** **[Projection Personnel – Employees of the Film Processing Laboratories Only]**		Schedule A-2 Daily Emp.	Schedule B-3 Weekly Employees[8]		Schedule C-1 (Exempt)
		Daily - 8 hrs.; 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 43.2 cumulative hours; 5 consecutive days; Minimum Call - 7 hours		Weekly "On Call"
Occ. Code No.	Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
8159	Chief Projectionist (Supervisory)				$2,811.40[9]
8160	Projectionist Gang Boss (Working)	$56.58	$52.94	$2,371.71	
8162	Projectionist Gang Boss[10] (Work/Supervisor)		54.77	2,453.70	
8163	First Engineer	56.58	52.94	2,371.71	
8164	First Process Projectionist	56.58	52.94	2,371.71	
8165	Scoring Projectionist	56.58	52.94	2,371.71	
8166	Projectionist[11]	52.45	49.30	2,208.64	
8167	Process Projectionist	54.75	51.30	2,298.24	
8168	Projection Engineer	54.75	51.30	2,298.24	
		Schedule B-4 Weekly Employees			
		Weekly Guarantee - 40 hours; 5 consecutive days; Min. Call - 8 hours			
		Regular Basic Hourly Rate		Weekly Guarantee	
		Per Hour		Per Week	
8169	Trainee Projectionist[12]				
	1st 250 hours worked	$29.24		$1,169.60	
	250.1 - 650 hours worked	32.54		1,301.60	
	650.1 - 1400 hours worked	35.86		1,434.40	

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22** **[Projection Personnel – Employees Other than Those Employed in the Film Processing Laboratories]**		Schedule A-2 Daily Emp.	Schedule B-3 Weekly Employees[8]		Schedule C-1 (Exempt)
		Daily - 8 hrs.; 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 43.2 cumulative hours; 5 consecutive days; Minimum Call - 7 hours		Weekly "On Call"
Occ. Code No.	Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
8159	Chief Projectionist (Supervisory)				$2,892.47[9]
8160	Projectionist Gang Boss (Working)	$58.22	$54.48	$2,440.70	
8162	Projectionist Gang Boss[10] (Work/Supervisor)		56.35	2,524.48	
8163	First Engineer	58.22	54.48	2,440.70	
8164	First Process Projectionist	58.22	54.48	2,440.70	
8165	Scoring Projectionist	58.22	54.48	2,440.70	
8166	Projectionist[11]	53.98	50.71	2,271.81	
8167	Process Projectionist	56.34	52.80	2,365.44	
8168	Projection Engineer	56.34	52.80	2,365.44	
		Schedule B-4 Weekly Employees			
		Weekly Guarantee - 40 hours; 5 consecutive days; Min. Call - 8 hours			
		Regular Basic Hourly Rate	Weekly Guarantee		
		Per Hour	Per Week		
8169	Trainee Projectionist[12]				
	1st 250 hours worked	$30.08	$1,203.20		
	250.1 - 650 hours worked	33.46	1,338.40		
	650.1 - 1400 hours worked	36.88	1,475.20		

1. (a) (1) (ii) The following studio minimum wage scale shall be effective for the period commencing with August 1, 2021 to and including July 30, 2022 for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22** **[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]**			Studio Minimum Rates	
			Schedule A-3	
			Daily Employees - 1½ after 9; Minimum Call - 8 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$84.76 ($678.08/day)	
8171	Production Mixer[2]	Y-1		$73.48 ($587.84/day)
8109	Supervising Engineer[2]	Y-3	84.76 (678.08/day)	
8173	Supervising Engineer[2]	Y-3		73.48 (587.84/day)
			Schedule A-4	
			Daily Employees Minimum Call - 8 hours; 1½ after 9 and/or 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	65.82 (526.56/day)	
8174	Operative Supervisor and/or Engineer	Y-4		57.35 (458.80/day)
8131	Maintenance Technician	Y-6	57.80 (462.40/day)	
8176	Maintenance Technician	Y-6		50.56 (404.48/day)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	57.80 (462.40/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		50.56 (404.48/day)
8144	Utility Sound Technician	Y-7a	57.80 (462.40/day)	
8180	Utility Sound Technician	Y-7a		50.56 (404.48/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	57.80 (462.40/day)	57.80 (462.40/day)
8151	Micro. Boom Operator	Y-8	57.80 (462.40/day)	
8181	Micro. Boom Operator	Y-8		50.56 (404.48/day)
8161	Sound/Video Service Person III	Y-9	46.55 (372.40/day)	
8182	Sound/Video Service Person III	Y-9		37.12 (296.96/day)
8194	Sound/Video Service Person II	Y-13	32.19 (257.52/day)	
8184	Sound/Video Service Person II	Y-13		27.94 (223.52/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22** **[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]**			Studio Minimum Rates	
			Schedule A-4	
			Daily Employees Minimum Call - 8 hours; 1½ after 9 and/or 40 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8185	Sound/Video Service Person I	Y-16	$23.65 ($189.20/day)	
8192	Production Sound/Video Trainee	Y-16a	23.65 (189.20/day)	
			Schedule C-2	
			Weekly Guarantee - 45 cum hours; 1½ after 48.6 hours Minimum Call - 8 hours	
8105	Production Mixer[2]	Y-1	71.89 (3,235.05/wk)	
8171	Production Mixer[2]	Y-1		$62.53 ($2,813.85/wk)
8109	Supervising Engineer[2]	Y-3	71.89 (3,235.05/wk)	
8173	Supervising Engineer[2]	Y-3		62.53 (2,813.85/wk)
			Schedule C-3	
			Weekly Guarantee - 45 cum hours; 1½ after 40 hours Minimum Call - 8 hours	
8111	Operative Supervisor and/or Engineer	Y-4	57.80 (2,745.50/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		50.55 (2,401.13/wk)
8131	Maintenance Technician	Y-6	51.82 (2,461.45/wk)	
8176	Maintenance Technician	Y-6		45.46 (2,159.35/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	51.82 (2,461.45/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		45.46 (2,159.35/wk)
8144	Utility Sound Technician	Y-7a	51.82 (2,461.45/wk)	
8180	Utility Sound Technician	Y-7a		45.46 (2,159.35/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	51.79 (2,071.60/wk)	51.79 (2,071.60/wk)
8151	Micro. Boom Operator	Y-8	51.82 (2,461.45/wk)	
8181	Micro. Boom Operator	Y-8		45.46 (2,159.35/wk)
8161	Sound/Video Service Person III	Y-9	44.41 (2,109.48/wk)	
8182	Sound/Video Service Person III	Y-9		39.15 (1,859.63/wk)
8194	Sound/Video Service Person II	Y-13	30.74 (1,460.15/wk)	
8184	Sound/Video Service Person II	Y-13		26.72 (1,269.20/wk)

Footnotes applicable to Paragraph 1(a)(1)(i) and (ii) begin on page 38.

1. (a) (2) (i) The following studio minimum wage scale shall be effective for the period commencing with July 31, 2022 to and including July 29, 2023 for employees employed on motion pictures covered under this Agreement other than one-half hour prime time dramatic television motion pictures recorded digitally.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23**			Studio Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9 hours	
			Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$87.30 ($785.70/day)	
8171	Production Mixer[2]	Y-1		$75.68 ($681.12/day)
8109	Supervising Engineer[2]	Y-3	87.30 (785.70/day)	
8173	Supervising Engineer[2]	Y-3		75.68 (681.12/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	67.79 (610.11/day)	
8174	Operative Supervisor and/or Engineer	Y-4		59.07 (531.63/day)
8131	Maintenance Technician	Y-6	59.53 (535.77/day)	
8176	Maintenance Technician	Y-6		52.08 (468.72/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	59.53 (535.77/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		52.08 (468.72/day)
8144	Utility Sound Technician	Y-7a	59.53 (535.77/day)	
8180	Utility Sound Technician	Y-7a		52.08 (468.72/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	59.53 (476.24/day)	59.53 (476.24/day)
8151	Micro. Boom Operator	Y-8	59.53 (535.77/day)	
8181	Micro. Boom Operator	Y-8		52.08 (468.72/day)
8161	Sound/Video Service Person III	Y-9	47.95 (431.55/day)	
8182	Sound/Video Service Person III	Y-9		38.23 (344.07/day)
8194	Sound/Video Service Person II	Y-13	33.16 (298.44/day)	
8184	Sound/Video Service Person II	Y-13		28.78 (259.02/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23** Occ. Code No. Classification		Studio Minimum Rates	
		Schedule A-1	
		Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
		Regular Basic Hourly Rate	
		Journeyman	Entry Level[1]
8185	Sound/Video Service Person I Y-16	$24.36 ($219.24/day)	$24.36 ($219.24/day)
8192	Production Sound/Video Trainee Y-16a	24.36 (219.24/day)	24.36 (219.24/day)
		Schedule B-1[6]	
		Weekly Guarantee - 48.6 cum hours; 5 consec days; 1½ after 48.6 hours Minimum Call - 8 hours	
8105	Production Mixer[2] Y-1	74.05 (3,598.83/wk)	
8171	Production Mixer[2] Y-1		64.41 (3,130.33/wk)
8109	Supervising Engineer[2] Y-3	74.05 (3,598.83/wk)	
8173	Supervising Engineer[2] Y-3		64.41 (3,130.33/wk)
		Schedule B-2[7]	
		Weekly Guarantee - 5 consec days; 48.6 cum hours; Minimum Call - 8 hours	
8111	Operative Supervisor and/or Engineer Y-4	59.53 (3,149.14/wk)	
8174	Operative Supervisor and/or Engineer Y-4		52.07 (2,754.50/wk)
8131	Maintenance Technician Y-6	53.37 (2,823.27/wk)	
8176	Maintenance Technician Y-6		46.82 (2,476.78/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4] Y-7	53.37 (2,823.27/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4] Y-7		46.82 (2,476.78/wk)
8144	Utility Sound Technician Y-7a	53.37 (2,823.27/wk)	
8180	Utility Sound Technician Y-7a		46.82 (2,476.78/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5] A-2	53.34 (2,133.60/wk)	53.34 (2,133.60/wk)
8151	Micro. Boom Operator Y-8	53.37 (2,823.27/wk)	
8181	Micro. Boom Operator Y-8		46.82 (2,476.78/wk)
8161	Sound/Video Service Person III Y-9	45.74 (2,419.65/wk)	
8182	Sound/Video Service Person III Y-9		40.32 (2,132.93/wk)
8194	Sound/Video Service Person II Y-13	31.66 (1,674.81/wk)	
8184	Sound/Video Service Person II Y-13		27.52 (1,455.81/wk)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23** **[Projection Personnel – Employees of the Film Processing Laboratories Only]**		Schedule A-2 Daily Emp.	Schedule B-3 Weekly Employees[8]		Schedule C-1 (Exempt)
		Daily - 8 hrs.; 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 43.2 cumulative hours; 5 consecutive days; Minimum Call - 7 hours		Weekly "On Call"
Occ. Code No.	Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
8159	Chief Projectionist (Supervisory)				$2,895.74[9]
8160	Projectionist Gang Boss (Working)	$58.28	$54.53	$2,442.94	
8162	Projectionist Gang Boss[10] (Work/Supervisor)		56.41	2,527.17	
8163	First Engineer	58.28	54.53	2,442.94	
8164	First Process Projectionist	58.28	54.53	2,442.94	
8165	Scoring Projectionist	58.28	54.53	2,442.94	
8166	Projectionist[11]	54.02	50.78	2,274.94	
8167	Process Projectionist	56.39	52.84	2,367.23	
8168	Projection Engineer	56.39	52.84	2,367.23	
		Schedule B-4 Weekly Employees			
		Weekly Guarantee - 40 hours; 5 consecutive days; Min. Call - 8 hours			
		Regular Basic Hourly Rate	Weekly Guarantee		
		Per Hour	Per Week		
8169	Trainee Projectionist[12]				
	1st 250 hours worked	$30.12	$1,204.80		
	250.1 - 650 hours worked	33.52	1,340.80		
	650.1 - 1400 hours worked	36.94	1,477.60		

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23** **[Projection Personnel – Employees Other than Those Employed in the Film Processing Laboratories]**		Schedule A-2 Daily Emp.	Schedule B-3 Weekly Employees[8]		Schedule C-1 (Exempt)
		Daily - 8 hrs.; 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 43.2 cumulative hours; 5 consecutive days; Minimum Call - 7 hours		Weekly "On Call"
Occ. Code No.	Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
8159	Chief Projectionist (Supervisory)				$2,979.24[9]
8160	Projectionist Gang Boss (Working)	$59.97	$56.11	$2,513.73	
8162	Projectionist Gang Boss[10] (Work/Supervisor)		58.04	2,600.19	
8163	First Engineer	59.97	56.11	2,513.73	
8164	First Process Projectionist	59.97	56.11	2,513.73	
8165	Scoring Projectionist	59.97	56.11	2,513.73	
8166	Projectionist[11]	55.60	52.23	2,339.90	
8167	Process Projectionist	58.03	54.38	2,436.22	
8168	Projection Engineer	58.03	54.38	2,436.22	
		Schedule B-4 Weekly Employees			
		Weekly Guarantee - 40 hours; 5 consecutive days; Min. Call - 8 hours			
		Regular Basic Hourly Rate	Weekly Guarantee		
		Per Hour	Per Week		
8169	Trainee Projectionist[12]				
	1st 250 hours worked	$30.98	$1,239.20		
	250.1 - 650 hours worked	34.46	1,378.40		
	650.1 - 1400 hours worked	37.99	1,519.60		

1. (a) (2) (ii) The following studio minimum wage scale shall be effective for the period commencing with July 31, 2022 to and including July 29, 2023 for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23** **[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]**			Studio Minimum Rates	
			Schedule A-3	
			Daily Employees - 1½ after 9; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$87.30 ($698.40/day)	
8171	Production Mixer[2]	Y-1		$75.68 ($605.44/day)
8109	Supervising Engineer[2]	Y-3	87.30 (698.40/day)	
8173	Supervising Engineer[2]	Y-3		75.68 (605.44/day)
			Schedule A-4	
			Daily Employees Minimum Call - 8 hours; 1½ after 9 and/or 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	$67.79 ($542.32day)	
8174	Operative Supervisor and/or Engineer	Y-4		$59.07 ($472.56/day)
8131	Maintenance Technician	Y-6	59.53 (476.24/day)	
8176	Maintenance Technician	Y-6		52.08 (416.64/day)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	59.53 (476.24/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		52.08 (416.64/day)
8144	Utility Sound Technician	Y-7a	59.53 (476.24/day)	
8180	Utility Sound Technician	Y-7a		52.08 (416.64/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	59.53 (476.24/day)	59.53 (476.24/day)
8151	Micro. Boom Operator	Y-8	59.53 (476.24/day)	
8181	Micro. Boom Operator	Y-8		52.08 (416.64/day)
8161	Sound/Video Service Person III	Y-9	47.95 (383.60/day)	
8182	Sound/Video Service Person III	Y-9		38.23 (305.84/day)
8194	Sound/Video Service Person II	Y-13	33.16 (265.28/day)	
8184	Sound/Video Service Person II	Y-13		28.78 (230.24/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23** **[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]**			Studio Minimum Rates	
			Schedule A-4	
			Daily Employees Minimum Call - 8 hours; 1½ after 9 and/or 40 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8185	Sound/Video Service Person I	Y-16	$24.36 ($194.88/day)	
8192	Production Sound/Video Trainee	Y-16a	24.36 (194.88/day)	
			Schedule C-2	
			Weekly Guarantee - 45 cum hours; 1½ after 48.6 hours; Minimum Call - 8 hours	
8105	Production Mixer[2]	Y-1	74.05 (3,332.25/wk)	
8171	Production Mixer[2]	Y-1		$64.41 ($2,898.45/wk)
8109	Supervising Engineer[2]	Y-3	74.05 (3,332.25/wk)	
8173	Supervising Engineer[2]	Y-3		64.41 (2,898.45/wk)
			Schedule C-3	
			Weekly Guarantee - 45 cum hours; 1½ after 40; Minimum Call - 8 hours	
8111	Operative Supervisor and/or Engineer	Y-4	59.53 (2,827.68/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		52.07 (2,473.33/wk)
8131	Maintenance Technician	Y-6	53.37 (2,535.08/wk)	
8176	Maintenance Technician	Y-6		46.82 (2,223.95/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	53.37 (2,535.08/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		46.82 (2,223.95/wk)
8144	Utility Sound Technician	Y-7a	53.37 (2,535.08/wk)	
8180	Utility Sound Technician	Y-7a		46.82 (2,223.95/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	53.34 (2,133.60/wk)	53.34 (2,133.60/wk)
8151	Micro. Boom Operator	Y-8	53.37 (2,535.08/wk)	
8181	Micro. Boom Operator	Y-8		46.82 (2,223.95/wk)
8161	Sound/Video Service Person III	Y-9	45.74 (2,172.65/wk)	
8182	Sound/Video Service Person III	Y-9		40.32 (1,915.20/wk)
8194	Sound/Video Service Person II	Y-13	31.66 (1,503.85/wk)	
8184	Sound/Video Service Person II	Y-13		27.52 (1,307.20/wk)

Footnotes applicable to Paragraph 1(a)(2)(i) and (ii) begin on page 38.

1. (a) (3) (i) The following studio minimum wage scale shall be effective for the period commencing with July 30, 2023 to and including July 31, 2024 and shall apply to employees employed on motion pictures covered under this Agreement other than one-half hour prime time dramatic television motion pictures recorded digitally.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24**			Studio Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$89.92 ($809.28/day)	
8171	Production Mixer[2]	Y-1		$77.95 ($701.55/day)
8109	Supervising Engineer[2]	Y-3	89.92 (809.28/day)	
8173	Supervising Engineer[2]	Y-3		77.95 (701.55/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	69.82 (628.38/day)	
8174	Operative Supervisor and/or Engineer	Y-4		60.84 (547.56/day)
8131	Maintenance Technician	Y-6	61.32 (551.88/day)	
8176	Maintenance Technician	Y-6		53.64 (482.76/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	$61.32 ($551.88/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		$53.64 ($482.76/day)
8144	Utility Sound Technician	Y-7a	61.32 (551.88/day)	
8180	Utility Sound Technician	Y-7a		53.64 (482.76/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	61.32 (490.56/day)	61.32 (490.56/day)
8151	Micro. Boom Operator	Y-8	61.32 (551.88/day)	
8181	Micro. Boom Operator	Y-8		53.64 (482.76/day)
8161	Sound/Video Service Person III	Y-9	49.39 (444.51/day)	
8182	Sound/Video Service Person III	Y-9		39.38 (354.42/day)
8194	Sound/Video Service Person II	Y-13	34.15 (307.35/day)	
8184	Sound/Video Service Person II	Y-13		29.64 (266.76/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24**			Studio Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8185	Sound/Video Service Person I	Y-16	$25.09 ($225.81/day)	$25.09 ($225.81/day)
8192	Production Sound/Video Trainee	Y-16a	25.09 (225.81/day)	25.09 (225.81/day)
			Schedule B-1[6]	
			Weekly Guarantee - 48.6 cum hours; 5 consec. days 1½ after 48.6 hours; Minimum Call - 8 hours	
8105	Production Mixer[2]	Y-1	76.27 (3,706.72/wk)	
8171	Production Mixer[2]	Y-1		66.34 (3,224.12/wk)
8109	Supervising Engineer[2]	Y-3	76.27 (3,706.72/wk)	
8173	Supervising Engineer[2]	Y-3		66.34 (3,224.12/wk)
			Schedule B-2[7]	
			Weekly Guarantee - 48.6 cum hours; 5 consec. days; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer	Y-4	61.32 (3,243.83/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		53.63 (2,837.03/wk)
8131	Maintenance Technician	Y-6	54.97 (2,907.91/wk)	
8176	Maintenance Technician	Y-6		48.22 (2,550.84/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	54.97 (2,907.91/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		48.22 (2,550.84/wk)
8144	Utility Sound Technician	Y-7a	54.97 (2,907.91/wk)	
8180	Utility Sound Technician	Y-7a		48.22 (2,550.84/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	54.94 (2,197.60/wk)	54.94 (2,197.60/wk)
8151	Micro. Boom Operator	Y-8	54.97 (2,907.91/wk)	
8181	Micro. Boom Operator	Y-8		48.22 (2,550.84/wk)
8161	Sound/Video Service Person III	Y-9	47.11 (2,492.12/wk)	
8182	Sound/Video Service Person III	Y-9		41.53 (2,196.94/wk)
8194	Sound/Video Service Person II	Y-13	32.61 (1,725.07/wk)	
8184	Sound/Video Service Person II	Y-13		28.35 (1,499.72/wk)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24** **[Projection Personnel – Employees of the Film Processing Laboratories Only]**		Schedule A-2 Daily Emp.	Schedule B-3 Weekly Employees[8]		Schedule C-1 (Exempt)
		Daily - 8 hrs.; 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 43.2 cumulative hours; 5 consecutive days; Minimum Call - 7 hours		Weekly "On Call"
Occ. Code No.	Classification	Regular Basic Hourly Rate Per Hour	Regular Basic Hourly Rate Per Hour	Weekly Guarantee Per Week	 Per Week
8159	Chief Projectionist (Supervisory)				$2,982.61[9]
8160	Projectionist Gang Boss (Working)	$60.03	$56.17	$2,516.42	
8162	Projectionist Gang Boss[10] (Work/Supervisor)		58.10	2,602.88	
8163	First Engineer	60.03	56.17	2,516.42	
8164	First Process Projectionist	60.03	56.17	2,516.42	
8165	Scoring Projectionist	60.03	56.17	2,516.42	
8166	Projectionist[11]	55.64	52.30	2,343.04	
8167	Process Projectionist	58.08	54.43	2,438.46	
8168	Projection Engineer	58.08	54.43	2,438.46	
		Schedule B-4 Weekly Employees Weekly Guarantee - 40 hours; 5 consecutive days; Min. Call - 8 hours			
		Regular Basic Hourly Rate Per Hour	Weekly Guarantee Per Week		
8169	Trainee Projectionist[12]				
	1st 250 hours worked	$31.02	$1,240.80		
	250.1 - 650 hours worked	34.53	1,381.20		
	650.1 - 1400 hours worked	38.05	1,522.00		

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24** **[Projection Personnel – Employees Other than Those Employed in the Film Processing Laboratories]**	Schedule A-2 Daily Emp.	Schedule B-3 Weekly Employees[8]		Schedule C-1 (Exempt)
	Daily - 8 hrs.; 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 43.2 cumulative hours; 5 consecutive days; Minimum Call - 7 hours		Weekly "On Call"
Occ. Code No. Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
	Per Hour	Per Hour	Per Week	Per Week
8159 Chief Projectionist (Supervisory)				$3,068.62[9]
8160 Projectionist Gang Boss (Working)	$61.77	$57.79	$2,588.99	
8162 Projectionist Gang Boss[10] (Work/Supervisor)		59.78	2,678.14	
8163 First Engineer	61.77	57.79	2,588.99	
8164 First Process Projectionist	61.77	57.79	2,588.99	
8165 Scoring Projectionist	61.77	57.79	2,588.99	
8166 Projectionist[11]	57.27	53.80	2,410.24	
8167 Process Projectionist	59.77	56.01	2,509.25	
8168 Projection Engineer	59.77	56.01	2,509.25	
	Schedule B-4 Weekly Employees			
	Weekly Guarantee - 40 hours; 5 consecutive days; Min. Call - 8 hours			
	Regular Basic Hourly Rate	Weekly Guarantee		
	Per Hour	Per Week		
8169 Trainee Projectionist[12]				
1st 250 hours worked	$31.91	$1,276.40		
250.1 - 650 hours worked	35.49	1,419.60		
650.1 - 1400 hours worked	39.13	1,565.20		

1. (a) (3) (ii) The following studio minimum wage scale shall be effective for the period commencing with July 30, 2023 to and including July 31, 2024 for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24** **[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]**			Studio Minimum Rates	
			Schedule A-3	
			Daily Employees - 1½ after 9; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$89.92 ($719.36/day)	
8171	Production Mixer[2]	Y-1		$77.95 ($623.60/day)
8109	Supervising Engineer[2]	Y-3	$89.92 ($719.36/day)	
8173	Supervising Engineer[2]	Y-3		77.95 (623.60/day)
			Schedule A-4	
			Daily Employees Minimum Call - 8 hours; 1½ after 9 and/or 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	69.82 (558.56/day)	
8174	Operative Supervisor and/or Engineer	Y-4		60.84 (486.72/day)
8131	Maintenance Technician	Y-6	61.32 (490.56/day)	
8176	Maintenance Technician	Y-6		53.64 (429.12/day)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	61.32 (490.56/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		53.64 (429.12/day)
8144	Utility Sound Technician	Y-7a	61.32 (490.56/day)	
8180	Utility Sound Technician	Y-7a		53.64 (429.12/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	61.32 (490.56/day)	61.32 (490.56/day)
8151	Micro. Boom Operator	Y-8	61.32 (490.56/day)	
8181	Micro. Boom Operator	Y-8		53.64 (429.12/day)
8161	Sound/Video Service Person III	Y-9	49.39 (395.12/day)	
8182	Sound/Video Service Person III	Y-9		39.38 (315.04/day)
8194	Sound/Video Service Person II	Y-13	34.15 (273.20/day)	
8184	Sound/Video Service Person II	Y-13		29.64 (237.12/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24** **[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]**			Studio Minimum Rates	
			Schedule A-4	
			Daily Employees Minimum Call - 8 hours; 1½ after 9 and/or 40 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8185	Sound/Video Service Person I	Y-16	$25.09 ($200.72/day)	
8192	Production Sound/Video Trainee	Y-16a	25.09 (200.72/day)	
			Schedule C-2	
			Weekly Guarantee - 45 cum hours; 1½ after 48.6 hours; Minimum Call - 8 hours	
8105	Production Mixer[2]	Y-1	76.27 (3,432.15/wk)	
8171	Production Mixer[2]	Y-1		$66.34 ($2,985.30/wk)
8109	Supervising Engineer[2]	Y-3	76.27 (3,432.15/wk)	
8173	Supervising Engineer[2]	Y-3		66.34 ($2,985.30/wk)
			Schedule C-3	
			Weekly Guarantee - 45 cum hours; 1½ after 40 Minimum Call - 8 hours	
8111	Operative Supervisor and/or Engineer	Y-4	61.32 (2,912.70/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		53.63 (2,547.43/wk)
8131	Maintenance Technician	Y-6	54.97 (2,611.08/wk)	
8176	Maintenance Technician	Y-6		48.22 (2,290.45/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	54.97 (2,611.08/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		48.22 (2,290.45/wk)
8144	Utility Sound Technician	Y-7a	54.97 (2,611.08/wk)	
8180	Utility Sound Technician	Y-7a		48.22 (2,290.45/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	54.94 (2,197.60/wk)	54.94 (2,197.60/wk)
8151	Micro. Boom Operator	Y-8	54.97 (2,611.08/wk)	
8181	Micro. Boom Operator	Y-8		48.22 (2,290.45/wk)
8161	Sound/Video Service Person III	Y-9	47.11 (2,237.73/wk)	
8182	Sound/Video Service Person III	Y-9		41.53 (1,972.68/wk)
8194	Sound/Video Service Person II	Y-13	32.61 (1,548.98/wk)	
8184	Sound/Video Service Person II	Y-13		28.35 (1,346.63/wk)

Footnotes applicable to Paragraph 1(a)(3)(i) and (ii) begin on page 38.

1 Entry Level - One calendar year to move to Journeyman.

2 Y-1 Mixer and Y-3 Supervising Engineer (Journeyman), Schedule E Weekly "On Call" rate - $3,175.27 per week effective August 1, 2021 to and including July 30, 2022; $3,270.53 per week effective July 31, 2022 to and including July 29, 2023; and $3,368.65 per week effective July 30, 2023 to and including July 31, 2024.

Y-1 Mixer and Y-3 Supervising Engineer (Entry Level), Schedule E Weekly "On Call" rate - $2,777.93 per week effective August 1, 2021 to and including July 30, 2022; $2,861.27 per week effective July 31, 2022 to and including July 29, 2023; and $2,947.11 per week effective July 30, 2023 to and including July 31, 2024.

3 A Journeyman Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Operative Supervisor and/or Engineer in the wage scale. An Entry Level Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Entry Level Operative Supervisor and/or Engineer in the wage scale.

4 Videotape Operators and Production Recordists employed on one-half hour or one-hour prime time dramatic digital productions shall be paid at the Y-7 rates (for Service Recorders/TV Engineers/Video Assists (Occ. Code Nos. #8141 and 8178)). These classifications are interchangeable on the same basis as any other Y-7 classification, as set forth in Paragraph 12 of this Agreement.

5 The Audio Utility Person (sometimes also referred to as "Audio Assist" or "A-2") and Chyron Operator classifications apply only to one-half hour and one-hour prime time dramatic productions recorded digitally.

6 All Schedule B-1 and B-2 (Weekly) employees are guaranteed a minimum employment of five (5) consecutive days. After this minimum guarantee has been fulfilled, employment may be continued at Schedule B-1 and B-2 rates until termination.

7 a) Weekly Sound Employees - Employees under Schedule B-2 shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the five-day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek,

with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five-day workweek.

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

c) A combination of employment under studio and distant location schedules may be used to fulfill the weekly guarantee of five (5) days for studio employment (subject to Paragraph 8(a)).

d) Employees (1) who are given assignments on other than the first day of the established payroll week of the Producer (see Paragraph 3) or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer on other than the last day of the five-day workweek, shall be paid at the scheduled Regular Basic Hourly Rate of the appropriate Weekly Schedule salary guarantee (or guarantees) with time and one-half (1½) for work time in excess of the minimum call of eight (8) hours for each day of such employment; provided, also, that for each unworked holiday, as provided in Paragraph 9(a), which intervenes between the days of such employment, such employees shall receive one-fifth (1/5) of the guaranteed salary of the appropriate Weekly Schedule.

8 a) Weekly Projection Employees - Employees under Schedule B-3 shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the five-day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five-day workweek.

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

c) A combination of employment under studio and distant location schedules may be used to fulfill the weekly

guarantee of five (5) days for studio employment or six (6) days for distant location employment.

9 When the duties of the Chief Projectionist consist solely of managerial and/or supervisorial functions, such Chief Projectionist may, at the option of the Producer, be employed under the terms and conditions of this Agreement, in which case this occupational code and wage rate shall apply. However, employees working as Chief Projectionists on August 1, 1990 shall be grandfathered and may remain in the bargaining unit.

10 The Projectionist Gang Boss rate, Occupation Code #8162, will be paid when the Gang Boss is supervising from two (2) through eight (8) projectionists, including himself, and when he exercises supervision of all projectionists and the equipment of the Projection Department and a Chief Projectionist is not employed.

11 When a Projectionist is required to work "scoring," the Gang Boss rate shall apply.

12 Fractional week, per day = 8 hours; 1½ after 8.

Whenever a Weekly Schedule B-3 employee performs one or more of the following: process projection, scoring, looping, dubbing, re-recording, 70mm, engineering or sound effects within the same full payroll week, the minimum guarantee of work time for each day on such workweek shall be eight and sixty-four hundredths (8.64) hours.

Maintenance of Radio Transmitters and/or Receivers

Operating maintenance of radio transmitters and/or receivers shall be performed by persons subject to this Agreement.

Pay for such operating maintenance shall be not less than the appropriate rate provided in Paragraph 1 and 31 in the wage scales for classifications #8131 (Y-6) through #8151 (Y-8) and #8176 (Y-6) through #8181 (Y-8).

Radio transmitters and/or receivers and "walkie-talkies" may be used by any person in the employ of the Producer. F.C.C. regulations are to be strictly observed.

(b) (1) "On Call" Employee Work on Recognized Holidays

If an employee hired under the "On Call" schedule is specifically instructed and required by Producer to perform work on a recognized holiday, under the direction and control of Producer, he shall be paid an additional one-fifth (1/5) of the "on call" weekly rate in effect for each such day so worked.

(2) "On Call" Employee Work on Six (6) or Seven (7) Days Within the Employee's Workweek

If an employee hired under the "On Call" schedule is specifically instructed and required by Producer to perform work on six (6) or seven (7) days within the employee's workweek, under the direction and control of the Producer, he shall receive one and one-half times one-fifth (1/5) of the "on call" weekly rate in effect for the sixth or seventh day(s) so worked.

Such provisions (subparagraphs (b)(1) and (2) above) shall apply to employees hired under the "On Call" schedule who, having commenced work on the previous day, continue to work past 1:00 a.m. on such sixth or seventh day worked in the employee's workweek or recognized holiday, as the case may be, and who worked at least fifteen (15) hours, including meal period, before being dismissed on such sixth or seventh day worked in the employee's workweek or recognized holiday, as the case may be. In any event, an employee hired under the "On Call" schedule who does not so work past 1:00 a.m. on such sixth or seventh day worked in the employee's workweek or recognized holiday shall not be deemed to have worked on such day by reason of work between 12:00 a.m. (midnight) and 1:00 a.m. of that day.

(c) Cumulative Weekly Schedule Employee's Workweek Split Between Studio and Distant Location

(1) When a cumulative Weekly Schedule employee works five (5) consecutive days in a combination of studio and distant location employment in the same workweek, such five (5) days shall be computed and paid based on a full workweek under the studio minimum weekly schedule applicable to such employee.

(2) When a cumulative Weekly Schedule employee works six (6) consecutive days in a combination of studio and distant location employment in the same workweek, with the sixth day worked a distant location day, then the first five (5) days of such workweek shall be computed and paid based on a full workweek under the studio minimum

weekly schedule applicable to such employee. If the sixth day worked in an employee's workweek is a distant location day in such a six (6) consecutive day week, such day shall be paid for at straight time based on the Regular Basic Hourly Rate of such employee's weekly schedule, subject to time and one-half after forty (40) hours of work time for non-exempt employees under Schedule B-2, B-3 or B-4 and at least time and one-half after fifty-four (54) straight time hours of work time for exempt employees under Schedule B-1 in such a six-day workweek. The minimum call for the sixth day worked in an employee's workweek is eight (8) hours.

(d) Payment for Sixth Day Worked When Cumulative Weekly Schedule Employee Works Six (6) Days in the Studio or on Nearby Location

When an employee under a cumulative Weekly Schedule works six (6) days within his workweek in the studio or at a nearby location, compensation for such sixth day worked shall be at the rate of time and one-half based on the employee's Weekly Schedule Regular Basic Hourly Rate. The minimum call is eight (8) hours.

(e) Employment on Different Schedules During Same Workweek

This provision is applicable to Occ. Code Nos. 8111 (Y-4) through 8184 (Y-13), inclusive.

When an employee is employed on different schedules during the same workweek, his straight time earnings under each schedule shall be added together and the overtime provisions in subpart (a) of footnote 6 to Paragraph 1 shall apply.

2. Classification and Wage Schedule

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

If, during the term of this Agreement, the Producer, because of technological changes, shall make substantial changes in the duties and responsibilities of any production sound job classification hereunder or establishes a new production sound job classification hereunder for which no wage rate had previously been negotiated by the parties hereto,

then in such event, either party hereto may, by a ten (10) day written notice to the other, reopen this Agreement to negotiate only a new wage rate for such new or such so substantially changed job classification, as the case may be.

(b) Should the parties find that there are other classifications employed on productions recorded digitally for which there are no analogous classifications herein and the duties for which would fall within the jurisdiction of this Agreement, the parties agree to meet in the Producer – I.A.T.S.E. Cooperative Committee to resolve questions as to the appropriate rate for such classifications.

3. Payroll Week

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

4. Fractional Payroll Weeks

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

(b) This subparagraph (b) is applicable to Occ. Code Nos. 8105 (Y-1), 8171 (Y-1), 8109 (Y-3) and 8173 (Y-3) only.

Guarantees of employment:

	For Any Day Other than the Sixth or Seventh Day Worked in an Employee's Workweek (including holidays not worked)
Schedule B Employees	9.7 hours per day at Schedule B rate; 1½ after 9.7 hours*
Schedule E	1/5 of Schedule E rate**

* Holidays worked payable at double time.
** Holidays worked: no extra pay.

(c) This subparagraph (c) is applicable to exempt projection employees only: For any day other than the sixth or seventh day worked in an employee's workweek including holidays not worked: One-fifth (1/5) of weekly rate per day.

II. STUDIO WORKING CONDITIONS

The provisions of this Section II. shall not be applicable where otherwise provided nor shall they be applicable to employees hired under the "On Call" schedule.

5. Night Premiums

Work time for "off production" employees shall be paid for according to the following schedule:

Hours Worked Between	Night Premium
8:00 p.m. and 1:00 a.m.	10% of studio hourly rate
1:00 a.m. and 6:00 a.m.	20% of studio hourly rate

6. Minimum Calls

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

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

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

(c) Minimum calls for Daily Schedule A employees are subject to the provisions of Paragraph 14.

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

(e) (1) Prior to November 1, 2021, a four (4) hour minimum call shall apply for any day on which an employee, at the request of an individual Producer, reports for safety training. A weekly "on call" employee shall be paid one-tenth (1/10) of the weekly "on call" rate for each such day.

(2) Effective November 1, 2021, a four (4) hour minimum call shall apply for any day on which an employee does not work and

reports for training at the request of an individual Producer. A weekly "on call" employee shall be paid one-tenth (1/10) of the weekly "on call" rate for each such day. The foregoing does not apply to a day that is within the weekly guarantee of a weekly employee or a weekly "on call" employee.

7. Overtime

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

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

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

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

(e) Meal delay penalties (Paragraph 20), truck travel allowances (Paragraph 28), pay for call-back intervening time of less than four (4) hours (Paragraph 10) and hazardous work allowances (Paragraph 52) shall be included as a part of the Regular Basic Hourly Rate in computing overtime required by the Fair Labor Standards Act.

(f) At the direction of the Producer, the Chief Projectionist shall set up and maintain a system of work distribution for the purpose of dividing equally by classification, when and to the extent practical, the overtime hours of all projection employees steadily employed at that studio. This provision shall not be construed as relieving an employee of the obligation to work overtime when directed.

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

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

is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

(b) Time and one-half shall be paid for the employee's sixth day of work within a workweek. Double time shall be paid for the employee's seventh day of work within a workweek. If an employee works six (6) or seven (7) days within his workweek, the sixth or seventh day worked shall be subject to Paragraph 5, "Night Premiums." All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call is eight (8) hours.

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

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

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

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

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

(2) The Producer shall give reasonable notice of a change of shift (*e.g.*, from a Monday through Friday shift to a Tuesday through

Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternatives shall be available:

(i) As to "off production" employees:

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

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

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

(ii) As to "on production" employees, once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for employees working on production without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off. Otherwise, the Producer must pay the employee appropriate premium pay if it requires the employee to work on the day(s) which would otherwise be the employee's regularly-scheduled day(s) off.

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

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

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

(g) (1) For production sound personnel only, with respect to assignments to regularly-scheduled, five-day-per-week shifts that include Saturday and/or Sunday, the Producer will first solicit volunteers to work such shifts. In the event of an insufficient number of volunteers to fill such positions, the Producer may hire as provided in this Agreement.

(2) For projection personnel only, assignments to regularly-scheduled five-day-per-week shifts that include Saturday and/or Sunday shall be based upon seniority as required by Paragraph 68. If such position cannot be filled on the basis of seniority, Producer shall solicit volunteers to work such shifts. In the event of an insufficient number of volunteers to fill such positions, the Producer may hire as provided in this Agreement.

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

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

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

9. Holidays

(a) Work time on holidays shall be subject to Paragraph 5, "Night Premiums." All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call for any day other than the sixth or seventh day worked in an employee's workweek is as specified in Paragraph 1 above. The minimum call for the sixth day worked in an employee's workweek is eight (8) hours.

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

(b) New Year's Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Effective January 1, 2022, Martin Luther King Jr. Day shall also be recognized as a holiday.

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

For work performed in Canada, Producer may elect to observe the following Canadian holidays in lieu of the referenced holidays listed above:

(1) Victoria Day in lieu of Memorial Day; and

(2) Canada Day in lieu of Independence Day (July 4th);

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 above (such as Family Day in lieu of Presidents' Day or Easter Monday in lieu of Good Friday).

(c) Provisions for Holidays not Worked

(1) Daily Employees

Effective in the period January 1, 2021 to and including December 31, 2021, a Daily Schedule employee shall receive 3.719% of his annual straight work time earnings, including night premiums, as payment for holidays not worked. Effective in the period January 1, 2022 to and including December 31, 2022 and in the period January 1, 2023 to and including December 31, 2023, a Daily Schedule employee shall receive 4% of his annual straight work time earnings, including night premiums, as payment for holidays not worked. Pay at straight time only for unworked holidays paid to Daily Schedule employees during distant location employment shall be offset against such employee's annual holiday compensation, computed as above.

(2) Projection employees who are temporarily employed under a daily schedule pending transfer to a cumulative weekly schedule at the beginning of the next full payroll week, and such employees temporarily employed under a daily schedule following transfer from a cumulative weekly schedule pending completion of assignment, shall be paid an allowance for each holiday not worked in their regular studio workweek only during such daily schedule employment as follows:

(i) For studio employment, such employee shall receive one-fifth (1/5) of the weekly schedule guarantee.

(ii) For distant location employment, such employee shall receive one-sixth (1/6) of the weekly schedule guarantee.

(3) Weekly Employees

Employee shall receive work time credit for each holiday not worked in an amount equal to the minimum call specified in the schedule under which employee is employed. Said amount shall be paid as compensation for readiness to perform services even though no actual work is required. For projection personnel only, it is agreed that the employee shall receive one-fifth (1/5) of the Weekly Schedule minimum guaranteed pay and also be credited with one-fifth (1/5) of the guaranteed hours for the holiday not worked.

(d) Provisions for Holidays Worked

(1) Daily Employees shall receive double the Regular Basic Hourly Rate.

(2) As to Weekly Employees, hours worked shall be included as work time. In addition, employee shall receive pay at the Regular Basic Hourly Rate for the number of hours worked, but not less than the hours of the minimum call.

(3) (Applicable to Projection Employees in the Film Processing Laboratories Only): Any such employee who works on a shift that overlaps into a holiday shall be paid double the Regular Basic Hourly Rate for those hours worked on the calendar holiday only, not the entire shift.

(e) The total amount of salary paid in the period January 1, 2021 to and including December 31, 2021 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid

the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

The total amount of salary paid in the period January 1, 2022 to and including December 31, 2022 and in the period January 1, 2023 to and including December 31, 2023 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 4% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 4% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

The foregoing shall be subject to the following provisions:

(1) "Weekly schedule of pay," in the case of a Weekly Schedule employee with a basic hourly rate and a specified number of hours in the workweek, shall be deemed to mean the scheduled pay for such specified hours only. A day's holiday pay for such schedule shall be considered as one-fifth (1/5) of such weekly schedule rate of pay for studio workweeks, and one-sixth (1/6) of such weekly schedule rate of pay for distant location workweeks.

(2) "Weekly schedule of pay," in the case of an employee hired under the "On Call" schedule, shall be deemed to mean the pay rate specified in the wage scale, plus overscale payment, if any. A day's holiday pay for such schedule shall be considered as one-fifth (1/5) of such weekly schedule rate of pay, plus overscale payment, if any, for studio workweeks, and one-sixth (1/6) of such rate of pay for distant location workweeks.

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

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

(f) Presentation of Claim For Holiday and/or Vacation Pay

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

(2) Producers that currently pay for vacations and/or holidays at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(i) With respect to employees on layoff:

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

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

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

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

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

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

(E) On or about March 15 of the second calendar year following the year in which vacation and/or holiday pay was earned ("the second calendar year"), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or

holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such vacation and/or holiday pay will be sent to the Motion Picture Industry Pension Plan.

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

(ii) With respect to employees on payroll:

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

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

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

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

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

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

July 15, such holiday and/or vacation pay will be sent to the Motion Picture Industry Pension Plan.

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

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

10. Rest Periods

The following provision applies to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after February 13, 2022. Otherwise, Paragraph 10 of the 2018 Agreement shall apply.

(a) Daily Rest Period

(1) The daily rest period shall be ten (10) hours, except as otherwise provided in subparagraph (2) below. If the daily rest period 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) following dismissal from a studio or nearby location, the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty for an invasion of the daily rest period shall be as provided in Paragraph 11(b) below.

(2) The daily rest period for an employee assigned through studio/technical production services shall be ten (10) hours when the employee is employed at a location within the studio zone (or secondary studio zone) and eight (8) hours following dismissal from a studio or nearby location. The penalty for an invasion of the daily rest period shall be as provided in Paragraph 11(b) below.

(3) When the daily rest period is invaded, intervening time of less than five (5) hours between dismissal and call-back to 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 Daily 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 daily 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.

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

(b) Weekend Rest Period[4]

(1) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

An employee who works five (5) consecutive days in the workweek shall be entitled to a rest period of fifty-four (54) hours, inclusive of the daily rest period.

The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

(i) The fifth day of the workweek is no longer than twelve (12) hours worked; and either

(ii) (A) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

(B) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or

[4] If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

(C) work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the course of the employee's work shift.

(iii) Producer may utilize the foregoing exceptions:

(A) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;

(B) no more than once every six (6) weeks on episodic series and mini-series; and

(C) twice on a theatrical motion picture or a one-time motion picture 85 minutes or more in length.

(2) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

(3) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours between the fifth day worked and the seventh day of the workweek, inclusive of the daily rest period.

(4) The penalty for invasion of the weekend rest periods set forth in subparagraph (b)(1)-(3) above shall be payment of additional straight time for the invaded hours only.

(5) The rest periods set forth in subparagraph (b)(1)-(3) above do not apply to a workweek shift.

(c) Rest periods shall be measured from: (1) dismissal when the employee is employed in the studio or studio zone; (2) the time the employee is deemed to have reached the perimeter of the Los Angeles thirty-mile zone for employees working in the secondary studio zone; or (3) the time the employee is deemed to have reached the place of reporting when working on a nearby location.

11. <u>Golden Hour Provisions</u> (See Paragraphs 23(b)(3), 29 and 44 for other "Golden Hour" provisions)

(a) (1) All time worked at a studio zone (or secondary studio zone) location[5] or nearby location, including a combination of work in the same shift of work between a studio and any of such locations, in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

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

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

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

(2) In a shift of work all of which occurs solely on the premises in a studio, all time worked in excess of twelve (12) consecutive hours (including meal period) from the time of reporting for work shall be Golden Hours and shall be paid at the following rates:

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

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

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

(3) For "on production" employees only who are employed on television productions and whose shift of work occurs solely on the premises in a studio, or at a studio zone (or secondary studio zone) location, or at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location, Golden Hours as provided in subparagraphs (1) and (2) above and in Paragraph

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[5] See Paragraph 21(d)(2) for the Golden Hour rules that apply when an employee reports for work outside a studio and within the studio zone or secondary studio zone.

21(d)(2) shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.

(b) Except as provided otherwise in Paragraph 10(a), once an employee is on Golden Hours, all work time thereafter (including meal periods, but excluding interruptions as defined below) shall be paid for at the applicable Golden Hour rate until he shall have received a rest period of not less than eight (8) consecutive hours. (Deductible meal periods shall not be included in work time which is to be paid for at the applicable Golden Hour rate for "on production" employees employed on television productions whose shift of work occurs solely on the premises in a studio, at a studio zone (or secondary studio zone) location, at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location.)

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

This subparagraph (b) does not apply to the weekend rest period provisions in paragraph 10(b).

(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 IN PARAGRAPH 10(a) (OTHER THAN AS PROVIDED IN PARAGRAPHS 10(a)(1) AND 10(a)(2) FOR INVADED HOURS ONLY)	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK IS PAID AT INVADED HOURS ONLY UNDER PARAGRAPH 10(a)(1)	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK EXCEEDS THE APPLICABLE REST PERIOD
(Work time)	(Interruption)	(Invaded by one (1) hour or less for "On Production" Employees or two (2) hours or less for "Off Production" Employees under Paragraph 10(a)(1)	(Full rest period)
Intervening time is work time and is added to previous and subsequent work time.	Intervening time is not work time, but previous and subsequent work time are added together to determine (1) and (2) above.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun; invaded hours paid at additional straight time.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun.

This subparagraph (c) does not apply to the weekend rest period provisions in Paragraph 10(b).

(d) No Clause.

(e) Compensation for Golden Hours shall be used only to pay for Golden Hours and shall supersede and replace any other compensation for work time during Golden Hours. However, in the event of a forced call, Golden Hours may be used to fulfill minimum call guarantees on the day(s) of the forced call.

12. Interchange of Job Classifications

(a) The following job classifications are interchangeable at the discretion of the Producer:

Among Occ. Code Nos. 8131 (Y-6), 8176 (Y-6), 8141 (Y-7), 8178 (Y-7), 8144 (Y-7a), 8180 (Y-7a), 8151 (Y-8) and 8181 (Y-8).

Among Occ. Code Nos. 8109 (Y-3), 8173 (Y-3), 8105 (Y-1) and 8171 (Y-1).

Among Occ. Code Nos. 8109 (Y-3), 8173 (Y-3), 8111(Y-4) and 8174 (Y-4).

(b) Occ. Code Nos. 8111 and 8174 (Y-4) employees may perform the work of Occ. Code Nos. 8131 (Y-6), 8176 (Y-6), 8141 (Y-7), 8178 (Y-7), 8144 (Y-7a) and 8180 (Y-7a) without reduction in rate of pay. Occ. Code Nos. 8144 and 8170 (Y-7a) employees can be assigned the work of Occ. Code Nos. 8141 (Y-7) and 8178 (Y-7).

Occ. Code Nos. 8161, 8182 (Y-9), Sound/Video Service Person Level III, Occ. Code Nos. 8194 - 8184 (Y-13), Sound/Video Service Person Level II and Occ. Code No. 8185 (Y-16) Sound/Video Service Person Level I are interchangeable at the discretion of the Producer.

(c) In the event Producer wishes to elevate an employee on daily calls between the interchangeable groups listed in subparagraphs (a) and (b) above, approval shall be obtained from the Union.

(d) In an emergency, any person covered under this Agreement can perform in any classification when approved by the Union.

(e) Producer may promote any person covered under this Agreement to any higher classification of work for a period of six (6) or more weeks.

Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the current classification.

(f) Projectionists shall be interchangeable with Occ. Code Nos. 4150 (Y-9) and 4118 (Y-9) and with all other employees covered under this Agreement. The IATSE agrees to resolve any internal Union matters (*e.g.*, membership, payment of dues, roster standing, etc.) requiring resolution as a result of such interchange.

(g) Projectionists or any person employed under this Agreement, other than a Production Sound Trainee, may operate projection equipment on distant location.

(h) Persons covered under this Agreement shall be freely interchangeable in the performance of mechanical maintenance work.

(i) Any projection employee may be required to perform work in any projection job classification listed in the wage scale (Paragraph 1).

13. Working in Higher Classification

If any part of the workday is worked in a classification higher than the classification under which the employee is called for work, the higher rate shall prevail for the entire workday. The employee reverts to his regular classification on the following day unless notified to the contrary. However, the provisions of this Paragraph do not apply unless the employee is assigned to work in the higher classification for two (2) hours or more.

14. Layoff Provisions

This provision is applicable to Schedule A employees.

(a) Any employee not personally notified of his discharge at the end of his shift, who reports for work at his next regular shift, shall be considered as having been called for a minimum call. Shifts commencing on days that would otherwise constitute the sixth or seventh day worked in the employee's workweek shall not be considered as regular shifts.

(b) No calls may be cancelled after an employee has been dismissed for the day and has left the studio premises.

(c) On days other than the sixth or seventh day in the employee's workweek, after 4:30 p.m., the representative of the Union may call the Department Head to inquire whether a specific employee is to be employed the following day. The Department Head shall immediately notify the Union Representative of the Producer's intention. In the event the Producer has not engaged such employee for work the following workday, the Union may refer such employee elsewhere for employment.

15. Change and Cancellation of Calls

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

(b) No calls may be cancelled after an employee has been dismissed for the day and has left the work site.

(c) Calls may be changed or cancelled (except as provided in subparagraphs (a) and (b) above) if made: (1) before 8:00 p.m. of the day preceding the call; or (2) with six (6) hours' notice on the day of the call, provided that such notice is given after 7:00 a.m. on the day of the call.

(d) In addition to (c) above, calls may be pushed to a later hour provided that the employee receives at least nine (9) hours' notice of the new call time.

For example, an "on production" employee working at the studio is dismissed at 8:00 p.m. and given a call time of 7:00 a.m. for the next day. The Producer wishes to push the employee's call time to 9:00 a.m. The Producer may change the employee's call time to 9:00 a.m. by giving the employee notice of the change prior to midnight.

(e) Notwithstanding the above, effective November 21, 2021, the Producer may issue a "weather-permitting" call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to an employee prior to the employee's dismissal for the day and for persons not on payroll up to twelve (12) hours prior to their call time (even if a call had previously been given). The Producer shall provide notice to the IATSE upon the issuance of a "weather-permitting" call. Inadvertent failure to provide notice to the IATSE is not subject to grievance and arbitration. The Producer may cancel a "weather-permitting" call up to four (4) hours prior to the employee's call time. In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time if employed by the day or one-tenth (1/10th) of the weekly rate if employed by the week, which shall be subject to fringe contributions; however, if the notification to the employee is untimely, the employee shall be paid for an eight (8) hour minimum call (or the applicable minimum call if less than eight (8) hours), which shall be subject to fringe contributions.

The foregoing is in addition to the Producer's rights under subparagraphs (c) and (d) above.

The IATSE agrees that it will give good faith consideration to a request by the Producer to issue a "weather-permitting" call under this subparagraph (e) for other weather conditions.

16. <u>No Clause</u>.

17. Time Cards and Computation of Work Time

(a) The employee's classification and wage schedule, starting and finishing time, deductible meal periods, rate changes and penalties, if any, shall be shown on his time card. Any items changed after the time card is approved must be reviewed by the employee.

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

(c) The IATSE and an individual Producer may agree to relocate the time clock at a place other than an employee's department headquarters. The IATSE shall not unreasonably deny a request for relocation; provided, however, not more than one such request shall be made during the term of this Agreement. In the event of a dispute as to relocation of a time clock, the matter shall be submitted to the President of the IATSE and the President of the AMPTP for resolution.

When a designated time clock is established at a place other than an employee's department headquarters, work time shall be computed from the time the employee is ordered to report to the designated time clock location until dismissed at same location. Employees shall be given sufficient time to travel to and from such designated time clock and their department headquarters and work site.

(d) All time shall be computed in one-tenth hour (six minute) periods.

18. Stand-by Calls

There shall be no stand-by or relay calls. Holidays or days that would otherwise constitute the sixth or seventh day worked in an employee's workweek are not considered regular days of work. When an employee is dismissed on the fifth day worked in his workweek with a call for work on the first day of the following workweek, it shall not be considered a relay or stand-by call.

The parties agree that the relay call prohibition shall not apply when an employee is not required to report to work on the day immediately prior to or following a holiday, which day would otherwise be a regularly-scheduled workday. For example, suppose an employee ordinarily works on a Monday through Friday schedule and December 25 (the Christmas holiday) falls on a Thursday. If the employee is not required to report to work on Friday, he may be given a call for the following Monday (December 29). As a further example, suppose the same facts as above except that Christmas falls on a Tuesday. If the

employee is not required to work on the preceding Monday (December 24), he may be given a call on the preceding Friday (December 21) to return to work on Wednesday (December 26).

19. Pay-off Requirements

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

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

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

20. Meal Periods and Meals

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

(a) Meal periods shall be not less than one-half (½) hour nor more than one (1) hour in length. Not more than one (1) meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half (1½) hours. This guarantee does not apply when such meal is supplied at the Producer's expense.

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

The Producers and the IATSE agree that they will work with the DGA and/or production executives in an effort to ensure that employees are provided the opportunity to take contractually-prescribed meal breaks. A meeting of representatives of the AMPTP, IATSE and DGA to discuss the provision of meal breaks to employees covered by the Basic Agreement in a timely manner shall take place as soon as practicable but in no event later than January 31, 2022.

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

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

In addition, Producers agree that the IATSE may request meetings on a Producer-by-Producer basis to discuss recurring issues with the provision of meal breaks to employees covered by the Basic Agreement.

(c) The meal interval may be extended one-half (½) hour without penalty when used only for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic. In the case of Gang Bosses and/or other "Off Production" employees who normally overlap shifts, the meal interval will be extended not to exceed one-half (½) hour without penalty.

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

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

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

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

(h) (1) (i) Prior to November 21, 2021, except as provided in subparagraph (ii) below, meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof .....$ 7.50

Second one-half (½) hour meal delay or fraction thereof $10.00

Third and each succeeding one-half (½) hour meal delay or fraction thereof.....$12.50

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

First one-half (½) hour meal delay or fraction thereof .....$ 8.50

Second one-half (½) hour meal delay or fraction thereof $11.00

Third and each succeeding one-half (½) hour meal delay or fraction thereof.....$13.50

(2) (i) Effective November 21, 2021, except as provided in subparagraph (ii) below, meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof .....$ 7.50

Second one-half (½) hour meal delay or fraction thereof $10.00

Third and fourth one-half (½) hour meal delay or fraction thereof.....$12.50

Fifth and each succeeding one-half (½) hour meal delay or fraction thereof.....$25.50

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

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

First one-half (½) hour meal delay or fraction thereof .....$ 8.50

Second one-half (½) hour meal delay or fraction thereof $11.00

Third and fourth one-half (½) hour meal delay or fraction thereof.....$13.50

Fifth and each succeeding one-half (½) hour meal delay or fraction thereof.....$25.00

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

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

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

20.1 Conditions of Employment (Laboratory Projection Personnel Only)

Proposed changes in existing work practices applicable to laboratory projection employees not consistent with historical custom and practices prevailing in the film processing industry which substantially affect existing work and production practices shall be discussed in advance with the Union and disputes concerning proposed changes shall be subject to the grievance procedure.

20.2 Rest Breaks

(a) Projectionists will be entitled to take time out for personal relief when necessary.

(b) All projection employees in the film processing laboratories shall have one rest break near the middle of a four (4) hour work period. The rest break will not exceed twenty (20) minutes.

20.3 Projection Facilities (Projection Personnel Only)

The Producers recognize that in order to most effectively use the talents and skills of its projection personnel, they should be provided with adequate and habitable facilities in which to work. Habitable facilities should have adequate lighting, heating, ventilation and access to sanitary facilities consistent with requirements imposed by law.

III. STUDIO ZONE AND SECONDARY STUDIO ZONE DEFINITIONS AND WORKING CONDITIONS

21. Studio Zone

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

(b) Work Time - Studio rates and working conditions shall prevail for all work performed within the studio zone. However, for newly-called employees and those employees notified on the previous day prior to their departure from the studio (or the zone location) to report at the zone location, work time shall begin and end at the zone location; otherwise, work time shall begin and end at the studio. Such work time includes travel time both ways between the studio and the zone location. Travel time to and from studio ranches shall be work time.

(c) Transportation Within the Studio Zone - Except as is otherwise provided herein, with respect to work at any studio zone location, Producer shall either furnish transportation to the employee or, at its option, may require employee to report at such location, in which case it will allow mileage of thirty cents (30¢) per mile computed between the studio and zone location and return. This allowance shall be paid on the employee's pay check that covers the payroll week in which the mileage was incurred. Employee shall not be requested to transport other employees or equipment (other than trade tools). The studio shall have the right to require the employee to report (subject to the same mileage allowance between the studio and the pick-up point) at a pick-up point within the studio zone for subsequent transportation furnished by the studio from such pick-up point to nearby location and return to the pick-up point. Work at another studio is not a "zone location." The IATSE will not unreasonably deny a request for waiver of the mileage allowance for employees who report to a "zone location" which is a regular place of employment for a production. As to theatrical motion pictures only, the Producer shall not be required to pay a mileage allowance to any employee reporting to a "zone location" within Los Angeles County which is within a ten (10) mile radius from a point to be designated by the Producer. Commencing outside the

ten (10) mile radius, a mileage allowance will be paid as provided above. Secured parking will be provided at such locations as hereinafter required in this provision.

(d) Reporting Within the Zone - As to an employee reporting to a designated site within the studio zone:

(1) If there are any moves required in the studio zone from one location to another, or to a nearby location, the employees will be transported to and from such other location.

(2) Golden Hours - When this provision applies, if an employee reports for work outside a studio and within the studio zone, the "Golden Hour" pay rates will commence after twelve (12) elapsed hours, except that on television productions, "Golden Hour" pay rates for "on production" employees shall commence after twelve (12) hours worked as provided in Paragraph 11(a)(3).

(e) 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.

(f) Parking Facilities - When an employee reports for work within the studio zone other than at a studio to work inside or outside such zone, the Producer will pay for parking in a supervised public parking lot. If no such public parking is available, the Producer will provide supervised or secured parking.

(g) Material Violations - If the Local Union claims that a material violation of Section III is occurring with respect to the employees covered by this Agreement, then:

(1) Such Local Union shall immediately notify the designated representative of Producer, the IATSE, the AMPTP and CSATF.

(2) Such Local Union and such representative of the Producer shall immediately settle the dispute or determine whether or not there is a material violation of this Section.

(3) In the event the Local Union and the Producer do not settle the dispute or make such a determination as above provided, then the IATSE, the AMPTP and CSATF must, within twenty-four (24) hours after receipt of such notice of the alleged material violation, determine whether or not there is such a material violation. Such a determination shall be final and binding upon the parties and the employees subject to this Agreement.

If it is so determined that there is such a material violation, this studio zone provision: (i) with respect to television films, shall be suspended in respect to production of the television episode involved; and (ii) with respect to a theatrical motion picture, shall be suspended in respect to production of the theatrical picture involved for a period of fifteen (15) calendar days following the determination that there is such a material violation. Provided, however, Producer shall not reschedule the shooting from the zone to the studio in order to avoid the application of this provision.

(4) Alleged violations of this studio zone provision shall not be subject to the Grievance and Arbitration Procedure of Article 7.

22. Secondary Studio Zone

(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.

(b) When an employee is directed to report to a location within the secondary studio zone, the following shall apply:

(1) Producer shall notify employees not less than twenty-four (24) hours in advance that it intends to require employees to report to a location within the secondary studio zone. Such notification shall not constitute a work call.

(2) Mileage shall be paid from the studio or production office to and from the location within the secondary studio zone. In addition, the Producer shall pay a $4.50 per day allowance to each employee asked to report within the secondary studio zone.

(3) 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.

(4) Rest periods shall be calculated from the perimeter of the thirty (30) mile studio zone. A designated representative of the Producer and a designated representative of the IATSE shall determine the amount of time needed to travel between the secondary studio zone location and the perimeter of the thirty (30) mile studio zone for purposes of calculating rest periods. In the event of a dispute, the matter shall be referred to a representative of the Union and to the Labor Relations representative of the Producer for resolution.

(5) Except as otherwise provided in this Paragraph 22, all of the other provisions applicable to an employee reporting within the studio zone shall apply.

22.1 Use of Personal Vehicle

Effective November 21, 2021, when an employee uses his or her personal vehicle at the Producer's request to conduct business during the workday within the studio zone or the secondary studio zone (and not for commuting purposes), the Producer shall reimburse the employee for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance). It is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required.

23. Zone Waivers

The IATSE agrees to continue to grant waivers on the same basis as it has in the past for locations that are outside the studio zone and the secondary studio zone, such as Lake Hughes, Elizabeth Lake and the Nikken Building in Irvine.

24. Courtesy Housing and Transportation Within New York Thirty 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.[6] 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.

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

A "Production Center" means the area within a thirty (30) mile radius of City Hall in: Anchorage, Alaska; Phoenix, Arizona; Tucson, 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.

IV. NEARBY LOCATION DEFINITIONS AND WORKING CONDITIONS

25. Nearby Locations Defined

Nearby locations are those locations outside of the studio zone (or secondary studio zone) on which employees are not lodged overnight, but return to the studio or home at the end of the workday.

26. Work Time; Travel Time

Studio rates and working conditions shall prevail on nearby locations; however, the provisions of Paragraphs 20(h)(1)(ii) and 20(h)(2)(ii) shall not apply on nearby locations. Work time shall begin when ordered to report at the studio and continue until dismissed at the studio. Travel time to and from the location shall be work time.

27. Transportation

The studio shall furnish transportation to and from nearby locations.

28. Truck Travel Allowances

Employees riding trucks to and from nearby locations shall receive truck travel allowances of twenty-five cents (25¢) per hour or fraction thereof for such time traveled. The minimum allowance each way is one

(1) hour. Such allowance shall be in addition to the compensation for work time during travel and shall not be applied as part of any guarantee.

29. Golden Hours

Travel time shall be considered as work time in the computation of Golden Hours. In addition, Paragraphs 11(a)(1) and (3), (b), (c) and (e) shall apply.

30. No Clause.

V. DISTANT LOCATION MINIMUM WAGE SCALES

31. (a) (1) The following distant location minimum wage scale shall be effective for the period commencing with August 1, 2021 to and including July 30, 2022.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22** Occ. Code No. Classification		Distant Location Minimum Rates	
		Schedule A-1	
		Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours	
		Regular Basic Hourly Rate	
		Journeyman	Entry Level[1]
8105 Production Mixer[2]	Y-1	$84.76 ($826.41/day)	
8171 Production Mixer[2]	Y-1		$73.48 ($716.43/day)
8109 Supervising Engineer[2]	Y-3	84.76 (826.41/day)	
8173 Supervising Engineer[2]	Y-3		73.48 (716.43/day)
		1½ after 40 hours	
8111 Operative Supervisor and/or Engineer	Y-4	65.82 (641.75/day)	
8174 Operative Supervisor and/or Engineer	Y-4		57.35 (559.16/day)
8131 Maintenance Technician	Y-6	57.80 (563.55/day)	
8176 Maintenance Technician	Y-6		50.56 (492.96/day)
		Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours	
		Regular Basic Hourly Rate	
		Journeyman	Entry Level[1]
8141 Service Recorder/TV Engineer/ Video Assist[3]	Y-7	$57.80 ($563.55/day)	
8178 Service Recorder/TV Engineer/ Video Assist[3]	Y-7		$50.56 ($492.96/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22**			Distant Location Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8144	Utility Sound Technician	Y-7a	$57.80 ($563.55/day)	
8180	Utility Sound Technician	Y-7a		$50.56 ($492.96/day)
8151	Micro. Boom Operator	Y-8	57.80 (563.55/day)	
8181	Micro. Boom Operator	Y-8		50.56 (492.96/day)
8161	Sound/Video Service Person III	Y-9	46.55 (453.86/day)	
8182	Sound/Video Service Person III	Y-9		37.12 (361.92/day)
8194	Sound/Video Service Person II	Y-13	32.19 (313.85/day)	
8184	Sound/Video Service Person II	Y-13		27.94 (272.42/day)
8185	Sound/Video Service Person I	Y-16	23.65 (230.59/day)	23.65 (230.59/day)
8192	Production Sound/Video Trainee	Y-16a	23.65 (230.59/day)	23.65 (230.59/day)
			Schedule B-1[4]	
			Weekly Guarantee - 54 cumulative hours; 6 day week; 1½ after 54 hours; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$71.89 ($3,882.06/wk.)	
8171	Production Mixer[2]	Y-1		$62.53 ($3,376.62/wk.)
8109	Supervising Engineer[2]	Y-3	71.89 (3,882.06/wk.)	
8173	Supervising Engineer[2]	Y-3		62.53 (3,376.62/wk.)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22**			Distant Location Minimum Rates			
			Schedule B-2[5]			
			Weekly Guarantee - 6 consecutive days; 57 cumulative hours; Minimum Call - 8 hours			
			Journeyman		Entry Level[1]	
Occ. Code No.	Classification		Regular Basic Hourly Rate	Weekly Guar.	Regular Basic Hourly Rate	Weekly Guar.
			Per Hour	Per Wk.	Per Hour	Per Wk.
8111	Operative Supervisor and/or Engineer	Y-4	$57.80	$3,785.90		
8174	Operative Supervisor and/or Engineer	Y-4			$50.55	$3,311.03
8131	Maintenance Technician	Y-6	51.82	3,394.21		
8176	Maintenance Technician	Y-6			45.46	2,977.63
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	51.82	3,394.21		
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7			45.46	2,977.63
8144	Utility Sound Technician	Y-7a	51.82	3,394.21		
8180	Utility Sound Technician	Y-7a			45.46	2,977.63
8151	Micro. Boom Operator	Y-8	51.82	3,394.21		
8181	Micro. Boom Operator	Y-8			45.46	2,977.63
8161	Sound/Video Service Person III	Y-9	44.41	2,908.86		
8182	Sound/Video Service Person III	Y-9			39.15	2,564.33
8194	Sound/Video Service Person II	Y-13	30.74	2,013.47		
8184	Sound/Video Service Person II	Y-13			26.72	1,750.16

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 - 7/30/22**	Distant Location Minimum Rates			
	Schedule A-2 Daily Employees	Schedule B-3[6] Weekly Employees		Schedule C-1 (Exempt)
	1½ after 8 and/or 40; Min. Call - 9½ hours	Weekly Guarantee 57 cum. hours; 6 consecutive days; Min. Call - 8 hours		Weekly "On Call"
Occ. Code No. Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guar.	
	Per Hour	Per Hour	Per Week	Per Week
8159 Chief Projectionist (Supervisory)				$2,892.47[7, 8]
8160 Projectionist Gang Boss (Working)	$58.22	$54.48	$3,568.44	
				Schedule B-4 Weekly Employees
				Weekly Guar. - 43.2 cum. hrs.; any 6 out of 7 consec. days; Min. Call - 4 hrs.; 1½ for 7th day if required to work
				Regular Basic Hourly Rate
				Per Hour Per Week
8166 Projectionist	53.98	50.71	3,321.51[9]	$52.79/hr. $2,364.99/wk.
8167 Process Projectionist	56.34	52.80	3,458.40	
8168 Projection Engineer	56.34	52.80	3,458.40	

Footnotes applicable to Paragraph 31(a)(1) begin on page 86.

(2) The following distant location minimum wage scale shall be effective for the period commencing with July 31, 2022 to and including July 29, 2023.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23** Occ. Code No.	Classification		Distant Location Minimum Rates Schedule A-1 Daily Employees - 1½ after 9; Minimum Call - 9½ hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$87.30 ($851.18/day)	
8171	Production Mixer[2]	Y-1		$75.68 ($737.88/day)
8109	Supervising Engineer[2]	Y-3	87.30 (851.18/day)	
8173	Supervising Engineer[2]	Y-3		75.68 (737.88/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	67.79 (660.95/day)	
8174	Operative Supervisor and/or Engineer	Y-4		59.07 (575.93/day)
8131	Maintenance Technician	Y-6	59.53 (580.42/day)	
8176	Maintenance Technician	Y-6		52.08 (507.78/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	$59.53 ($580.42/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		$52.08 ($507.78/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23** Occ. Code No.	Classification		Distant Location Minimum Rates Schedule A-1 Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8144	Utility Sound Technician	Y-7a	$59.53 ($580.42/day)	
8180	Utility Sound Technician	Y-7a		$52.08 ($507.78/day)
8151	Micro. Boom Operator	Y-8	59.53 (580.42/day)	
8181	Micro. Boom Operator	Y-8		52.08 (507.78/day)
8161	Sound/Video Service Person III	Y-9	47.95 (467.51/day)	
8182	Sound/Video Service Person III	Y-9		38.23 (372.74/day)
8194	Sound/Video Service Person II	Y-13	33.16 (323.31/day)	
8184	Sound/Video Service Person II	Y-13		28.78 (280.61/day)
8185	Sound/Video Service Person I	Y-16	24.36 (237.51/day)	24.36 (237.51/day)
8192	Production Sound/Video Trainee	Y-16a	24.36 (237.51/day)	24.36 (237.51/day)
			Schedule B-1[4] Weekly Guarantee - 54 cumulative hours; 6 day week; 1½ after 54 hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$74.05 ($3,998.70/wk.)	
8171	Production Mixer[2]	Y-1		$64.41 ($3,478.14/wk.)
8109	Supervising Engineer[2]	Y-3	74.05 (3,998.70/wk.)	
8173	Supervising Engineer [2]	Y-3		64.41 (3,478.14/wk.)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23**			Distant Location Minimum Rates			
			Schedule B-2[5]			
			Weekly Guarantee - 6 consecutive days; 57 cumulative hours; Minimum Call - 8 hours			
			Journeyman		Entry Level[1]	
Occ. Code No.	Classification		Regular Basic Hourly Rate	Weekly Guar.	Regular Basic Hourly Rate	Weekly Guar.
			Per Hour	Per Wk.	Per Hour	Per Wk.
8111	Operative Supervisor and/or Engineer	Y-4	$59.53	$3,899.22		
8174	Operative Supervisor and/or Engineer	Y-4			$52.07	$3,410.59
8131	Maintenance Technician	Y-6	53.37	3,495.74		
8176	Maintenance Technician	Y-6			46.82	3,066.71
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	53.37	3,495.74		
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7			46.82	3,066.71
8144	Utility Sound Technician	Y-7a	53.37	3,495.74		
8180	Utility Sound Technician	Y-7a			46.82	3,066.71
8151	Micro. Boom Operator	Y-8	53.37	3,495.74		
8181	Micro. Boom Operator	Y-8			46.82	3,066.71
8161	Sound/Video Service Person III	Y-9	45.74	2,995.97		
8182	Sound/Video Service Person III	Y-9			40.32	2,640.96
8194	Sound/Video Service Person II	Y-13	31.66	2,073.73		
8184	Sound/Video Service Person II	Y-13			27.52	1,802.56

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 - 7/29/23**		Distant Location Minimum Rates			
		Schedule A-2 Daily Employees	Schedule B-3[6] Weekly Employees		Schedule C-1 (Exempt)
		1½ after 8 and/or 40; Min. Call - 9½ hours	Weekly Guarantee 57 cum. hours; 6 consecutive days; Min. Call - 8 hours		Weekly "On Call"
Occ. Code No.	Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guar.	
		Per Hour	Per Hour	Per Week	Per Week
8159	Chief Projectionist (Supervisory)				$2,979.24[7, 8]
8160	Projectionist Gang Boss (Working)	$59.97	$56.11	$3,675.21	
					Schedule B-4 Weekly Employees
					Weekly Guar. - 43.2 cum. hrs.; any 6 out of 7 consec. days; Min. Call - 4 hrs.; 1½ for 7th day if required to work
					Regular Basic Hourly Rate
					Per Hour Per Week
8166	Projectionist	55.60	52.23	3,421.07[9]	$54.37/hr. $2,435.78/wk.
8167	Process Projectionist	58.03	54.38	3,561.89	
8168	Projection Engineer	58.03	54.38	3,561.89	

Footnotes applicable to Paragraph 31(a)(2) begin on page 86.

(3) The following distant location minimum wage scale shall be effective for the period commencing with July 30, 2023 to and including July 31, 2024.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24**			Distant Location Minimum Rates Schedule A-1 Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$89.92 ($876.72/day)	
8171	Production Mixer[2]	Y-1		$77.95 ($760.01/day)
8109	Supervising Engineer[2]	Y-3	89.92 (876.72/day)	
8173	Supervising Engineer[2]	Y-3		77.95 (760.01/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	69.82 (680.75/day)	
8174	Operative Supervisor and/or Engineer	Y-4		60.84 (593.19/day)
8131	Maintenance Technician	Y-6	61.32 (597.87/day)	
8176	Maintenance Technician	Y-6		53.64 (522.99/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	$61.32 ($597.87/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		$53.64 ($522.99/day)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24** Occ. Code No.	Classification		Distant Location Minimum Rates Schedule A-1 Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8144	Utility Sound Technician	Y-7a	$61.32 ($597.87/day)	
8180	Utility Sound Technician	Y-7a		$53.64 ($522.99/day)
8151	Micro. Boom Operator	Y-8	61.32 (597.87/day)	
8181	Micro. Boom Operator	Y-8		53.64 (522.99/day)
8161	Sound/Video Service Person III	Y-9	49.39 (481.55/day)	
8182	Sound/Video Service Person III	Y-9		39.38 (383.96/day)
8194	Sound/Video Service Person II	Y-13	34.15 (332.96/day)	
8184	Sound/Video Service Person II	Y-13		29.64 (288.99/day)
8185	Sound/Video Service Person I	Y-16	25.09 (244.63/day)	25.09 (244.63/day)
8192	Production Sound/Video Trainee	Y-16a	25.09 (244.63/day)	25.09 (244.63/day)
			Schedule B-1[4] Weekly Guarantee - 54 cumulative hours; 6 day week; 1½ after 54 hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$76.27 ($4,118.58/wk.)	
8171	Production Mixer[2]	Y-1		$66.34 ($3,582.36/wk.)
8109	Supervising Engineer[2]	Y-3	76.27 (4,118.58/wk.)	
8173	Supervising Engineer[2]	Y-3		66.34 (3,582.36/wk.)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24**			Distant Location Minimum Rates			
			Schedule B-2[5]			
			Weekly Guarantee - 6 consecutive days; 57 cumulative hours; Minimum Call - 8 hours			
			Journeyman		Entry Level[1]	
Occ. Code No.	Classification		Regular Basic Hourly Rate	Weekly Guar.	Regular Basic Hourly Rate	Weekly Guar.
			Per Hour	Per Wk.	Per Hour	Per Wk.
8111	Operative Supervisor and/or Engineer	Y-4	$61.32	$4,016.46		
8174	Operative Supervisor and/or Engineer	Y-4			$53.63	$3,512.77
8131	Maintenance Technician	Y-6	54.97	3,600.54		
8176	Maintenance Technician	Y-6			48.22	3,158.41
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	54.97	3,600.54		
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7			48.22	3,158.41
8144	Utility Sound Technician	Y-7a	54.97	3,600.54		
8180	Utility Sound Technician	Y-7a			48.22	3,158.41
8151	Micro. Boom Operator	Y-8	54.97	3,600.54		
8181	Micro. Boom Operator	Y-8			48.22	3,158.41
8161	Sound/Video Service Person III	Y-9	47.11	3,085.71		
8182	Sound/Video Service Person III	Y-9			41.53	2,720.22
8194	Sound/Video Service Person II	Y-13	32.61	2,135.96		
8184	Sound/Video Service Person II	Y-13			28.35	1,856.93

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 - 7/31/24**		Distant Location Minimum Rates			
		Schedule A-2 Daily Employees	Schedule B-3[6] Weekly Employees		Schedule C-1 (Exempt)
		1½ after 8 and/or 40; Min. Call - 9½ hours	Weekly Guarantee 57 cum. hours; 6 consecutive days; Min. Call - 8 hours		Weekly "On Call"
Occ. Code No.	Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guar.	
		Per Hour	Per Hour	Per Week	Per Week
8159	Chief Projectionist (Supervisory)				$3,068.62[7, 8]
8160	Projectionist Gang Boss (Working)	$61.77	$57.79	$3,785.25	
					Schedule B-4 Weekly Employees
					Weekly Guar. - 43.2 cum. hrs.; any 6 out of 7 consec. days; Min. Call - 4 hrs.; 1½ for 7th day if required to work
					Regular Basic Hourly Rate
					Per Hour Per Week
8166	Projectionist	57.27	53.80	3,523.90[9]	$56.00/hr. $2,508.80/wk.
8167	Process Projectionist	59.77	56.01	3,668.66	
8168	Projection Engineer	59.77	56.01	3,668.66	

Footnotes applicable to Paragraph 31(a)(3) begin below.

1 Entry Level - One calendar year to move to Journeyman.

2 Y-1 Mixer and Y-3 Supervising Engineer (Journeyman), Schedule E Weekly "On Call" rate - $3,175.27* per week effective August 1, 2021 to and including July 30, 2022; $3,270.53* per week effective July 31, 2022 to and including July 29, 2023; and $3,368.65* per week effective July 30, 2023 to and including July 31, 2024.

Y-1 Mixer and Y-3 Supervising Engineer (Entry Level), Schedule E Weekly "On Call" rate - $2,777.93* per week effective August 1, 2021 to and including July 30, 2022; $2,861.27* per week effective July 31, 2022 to and including July 29, 2023; and $2,947.11* per week effective July 30, 2023 to and including July 31, 2024.

* This rate is for five (5) days only. See subparagraph (f) for rates applicable to six (6) days and seven (7) days within a payroll week.

3 A Journeyman Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Operative Supervisor and/or Engineer in the wage scale. An Entry Level Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Entry Level Operative Supervisor and/or Engineer in the wage scale.

4 All Schedule B-1 and B-2 (Weekly) employees are guaranteed a minimum employment of six (6) consecutive days. After this minimum guarantee has been fulfilled, employment may be continued at Schedule B-1 and B-2 rates until termination.

5 a) Weekly Employees - Employees under this schedule shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the six (6) day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five (5) day workweek.

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

c) Employees (1) who are given assignments on other than the first day of the established payroll week of the Producer (see Paragraph 3) or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer on other than the last day of the six (6) day workweek, shall be paid at the scheduled Regular Basic Hourly Rate of the appropriate Weekly Schedule salary guarantee (or guarantees) with time and one-half (1½) for work time in excess of the minimum call of seven (7) hours for each

day of such employment; provided, also, that for each unworked holiday, as provided in Paragraph 9(a), which intervenes between the days of such employment, such employees shall receive one-sixth (1/6) of the guaranteed salary of the appropriate Weekly Schedule.

[6] Subparts (a) and (b) of footnote 5 above shall also be applicable to projection employees.

[7] This rate is for five (5) days only. See subparagraph (f) for rates applicable to six (6) days and seven (7) days within a payroll week.

[8] When the duties of the Chief Projectionist consist solely of managerial and/or supervisorial functions, such Chief Projectionist may, at the option of the Producer, be employed under the terms and conditions of this Agreement, in which case this occupational code and wage rate shall apply. However, employees working as Chief Projectionists on August 1, 1990 shall be grandfathered and may remain in the bargaining unit.

[9] Applicable when jurisdictional agreement is reached with IATSE and its production locals so that the Projectionist may perform required duties in other jurisdictions during the shooting period, consistent with the Producer's custom and practice.

Maintenance of Radio Transmitters and/or Receivers

Operating maintenance of radio transmitters and/or receivers shall be performed by persons subject to this Agreement.

Pay for such operating maintenance shall be not less than the appropriate rate provided in Paragraph 1 and 31 in the wage scales for classifications #8131 (Y-6) through #8151 (Y-8) and #8176 (Y-6) through #8181 (Y-8).

Radio transmitters and/or receivers and "walkie-talkies" may be used by any person in the employ of the Producer. F.C.C. regulations are to be strictly observed.

(b) The distant location minimum rates for cumulative Weekly Schedule employment shall apply for full six-day workweeks of distant location employment only. See Paragraph 1, "Studio Minimum Wage Scale," for provisions applicable to combinations of studio and distant location employment in the same workweek.

The regular distant location workweek shall consist of any six (6) consecutive days out of any seven (7) consecutive days, commencing with the first of such six (6) days. However, the six (6) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled six-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday and Tuesday, with Wednesday as the regular day off, and is followed by work on Thursday through the following Saturday does not violate the six (6) consecutive days requirement.) Double time shall be paid for the employee's seventh day of work within a workweek.

(c) Projection employees hired under the "On Call" schedule shall receive, in addition to their current studio rate, a distant location allowance of six dollars ($6.00) per diem.

(d) The day of departure and the day of return shall be considered distant location days.

(e) Sixth and Seventh Day in an Employee's Workweek on Distant Location

For the seventh day worked in an employee's workweek on distant location, the following shall apply: All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call is eight (8) hours. All allowances and computations are separate and apart from the six-day workweek.

	Daily and Weekly Employees
Sixth or Seventh Day Not Worked in the Employee's Workweek	Allowance of 4 hours pay at straight time at the minimum wage rate (not work time), plus pension and health contributions for 8 hours.
Seventh Day Worked in the Employee's Workweek	Double time, separate and apart.

(See Paragraph 39 for work-and-travel.)

(f) Payment Provisions Applicable to the Sixth and Seventh Days in an Employee's Workweek on Distant Location and to Partial Workweeks for Employees Hired under the "On Call" Schedule

(1) Notwithstanding any other provision of this Agreement, the following shall apply to employees hired under the "On Call"

schedule with respect to the sixth and seventh days in an employee's workweek on distant location, whether work is performed or not:

(i) For each sixth day worked in an employee's workweek during a full six (6) day workweek, employee shall receive one and one-half times one-fifth (1/5) of the "on call" weekly rate in effect in addition to the "on call" salary in effect.

(ii) For each sixth day not worked in an employee's workweek during a full six (6) day workweek, employee shall receive an allowance equal to one-twelfth (1/12) of the scheduled minimum "on call" weekly rate, plus pension and health contributions for seven (7) hours.

(iii) For each seventh day not worked in an employee's workweek, employee shall receive an allowance equal to one-twelfth (1/12) of the scheduled "on call" weekly rate, plus pension and health contributions for eight (8) hours.

(iv) For each seventh day worked in an employee's workweek, if employee actually performs work at the direction of the Producer, employee shall be paid an additional amount equal to one-third (⅓) of the "on call" weekly rate in effect. Said amount shall be paid in addition to any amount due for the sixth day in the employee's workweek on distant location pursuant to the above subparagraphs.

The term "rate in effect" means wage scale plus amounts in excess of scale, if any.

Notwithstanding any agreement between employee and Producer, the aggregate compensation paid to such employee shall not be less than the scheduled studio weekly minimum "on call" rate plus any additional compensation due for the sixth or seventh day in the employee's workweek as required hereinabove and any additional compensation due for work on a recognized holiday as required hereinbelow.

In the event that employee and Producer agree upon an amount of payment for the sixth or seventh day in the employee's workweek different from that prescribed above, the Producer, as a matter of policy, will attempt to give the Union notice of such agreement. An inadvertent failure to give such notice shall not be considered a breach of such policy.

(2) Partial Workweek

In a partial workweek, five (5) days or less, consisting of studio workdays and distant location workdays, studio days shall be prorated at one-fifth (1/5) of the scheduled studio minimum salary rate and distant location days shall be prorated at one-sixth (1/6) of such rate; provided, however, that for any five (5) consecutive days within the same payroll week, an employee shall be paid not less than the scheduled studio minimum salary rate.

(g) Holidays on Distant Location

(1) All employees are paid at their scheduled Regular Basic Hourly Rates. Minimum calls are as specified in Paragraph 31. Payment shall be made or work time credit shall be given in accordance with the following schedule:

	Daily Employees	Weekly Employees
Holidays Not Worked	Work time credit of minimum call. This is compensation for readiness to perform services even though no actual work is required.	
Holidays Worked	Double time. (Hours worked are excluded from weekly computation for the six-day workweek.)	Hours worked are included in weekly computation of work time for the six-day week. In addition, holiday premium pay for an equal number of hours.

(See Paragraph 39 for work-and-travel.)

(2) If a holiday falls on a Saturday, it will be observed on a Saturday.

(3) "On Call" Employee Work on a Recognized Holiday

If an employee hired under the "On Call" schedule is specifically instructed and required by Producer to perform work on a recognized holiday on distant location, under the direction and control of Producer, Producer shall pay such employee one-sixth (1/6) of his "on call" weekly salary in effect for each such recognized holiday so worked. Said amount shall be payable not later than the second Thursday following the employee's return to the studio.

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

(i) The parties confirm that any day worked in a partial workweek either before or after one (1) full week of employment may be prorated at the rate of one-sixth (1/6) of the distant location weekly rate for each distant location workday.

32. Minimum Calls and Allowances on Distant Location

(a) Except as provided in Paragraph 32(b) below, all employees are guaranteed pay for the scheduled minimum call as work time for each day of the regular workweek on distant location.

(b) Daily and weekly employees are guaranteed a four (4) hour straight time pay allowance at the minimum wage rate (not work time) for the sixth or seventh day not worked in the employee's workweek, plus pension and health contributions for eight (8) hours.

(c) Minimum call time and cumulative work time are recognized as work time and employees shall hold themselves in readiness to serve the Producer during such times.

33. Fractional Payroll Weeks - Distant Location Employment

This provision is applicable to exempt classifications Occ. Code Nos. 8105 (Y-1), 8171 (Y-1), 8109 (Y-3) and 8173 (Y-3) only.

Guarantees for distant location days of employment:

(a) Four (4) or fewer distant location days only, with employment terminated on the day of return: Schedule B – nine (9) hours daily; time and one-half (1½) after nine (9) hours.

The provisions of this subparagraph (a) shall be applicable only in the event the employee was employed for a full six-day distant location workweek in the immediately preceding workweek; otherwise, such four (4) or fewer distant location days in a fractional payroll week shall be computed and paid as studio days in a fractional payroll week, as provided in Paragraph 4.

(b) Any combination of four (4) or fewer consecutive studio days and distant locations days only, in a fractional payroll week, shall be computed on the basis of studio days for all such days (under Paragraph 4); provided, however, sixth days in the workweek on distant location in

such a combination shall be computed the same as for each day of the regular workweek.

(c) Any combination of five (5) consecutive days of studio and distant location employment or five (5) distant location days only, in the same fractional payroll week, shall be computed on the basis of a full studio five-day workweek, as provided in Paragraph 1; provided, however, sixth days in the workweek on distant location in such a combination shall be straight time days.

34-35. No Clauses.

VI. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS

(Only Paragraphs 36, 37, the second sentence of Paragraph 39(a) and Paragraph 39(f) of this Section VI are applicable to employees hired under the "On Call" schedule.)

36. Distant Locations Defined

Distant locations are locations on which the employee is required to remain away and be lodged overnight.

37. Traveling Expenses and Accommodations

(a) Traveling Expenses

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

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

(b) Accommodations

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

38. Distant Location Conditions of Employment (Projection Personnel Only)

The Producers will endeavor to determine the qualified persons in the locality of any of its location sites within the United States and Canada who are available to meet the employment requirements of the Producer for such location in the projection job classifications covered hereunder. Such persons are not subject to this Agreement. In the event that such available qualified persons are insufficient to meet Producer's employment requirements at such site in such job classification, then such additional persons as may be necessary to fill such described employment requirements of Producer shall be employed in and taken from the County of Los Angeles, California, subject to the terms and conditions of this Agreement.

39. Travel Time, Work-and-Travel Conditions and Pay Provisions

(a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. "On call" employees who travel only to or from distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum weekly "on call" rate for any day so traveled.

(b) No clause.

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

Travel time within the minimum call shall be paid for as work time and computed towards the commencement of Golden Hours, but shall not be paid for at the Golden Hour rate. If travel time occurs outside the minimum call, it shall be deemed to be "work time," but shall not be used in determining the commencement of Golden Hours. However, travel time occurring outside the minimum call and between the hours of 6:00 p.m. and 6:00 a.m., when sleeping accommodations are provided, shall not be deemed to be travel time or work time.

For example - (applicable only when the minimum call is nine and one-half (9½) hours):

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

(2) On day of return, employee works eight (8) hours and travels seven (7) hours. All hours are deemed work time but only nine and one-half (9½) hours are computed toward Golden Hours.

(d) Other Travel Provisions

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

(2) Local Travel Time

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

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

On the day of departure from a distant location, when sleeping accommodations at the location are not available to the employee after 9:00 p.m., time spent after 9:00 p.m. in waiting for transportation, when the minimum call is not in effect, shall be compensated for as an allowance.

(f) Travel Insurance

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

Employees shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Producer.

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

(g) Truck Travel

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

40. No Clause.

41. Call-backs (Rest Period)

The following provision applies when employees are employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after February 13, 2022. Otherwise, Paragraph 41 of the 2018 Agreement shall apply.

(a) Daily Rest Period on Distant Location

(1) The daily rest period shall be nine (9) hours on distant location. If the daily rest period is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time. If the daily rest period is invaded by more than one (1) hour, then the penalty shall be as provided in Paragraph 44(c).

(2) When the daily rest period is invaded, intervening time of less than five (5) hours between dismissal and call-back to 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 Daily Rest Period Following Dismissal		
Classification	Any Day Other than a Holiday or the Seventh Day Worked in an Employee's Workweek	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 holidays and the seventh day worked in an employee's workweek 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 31.

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

(b) Weekend Rest Period on Distant Location[7]

Paragraph 10(b) shall apply on distant location, except that weekend rest periods on distant location shall be measured "set-to-set" or, if the employee is not employed on a set, "worksite-to-worksite," meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

42. No Clause.

43. Sixth Day Worked on Distant Location

Subject to any overtime requirements of this Agreement, the sixth day worked in an employee's workweek on distant location is a straight time day.

44. Golden Hours on Distant Location

(a) Travel time to be used in the computation of Golden Hours shall be subject to the following:

If travel time, with other than truck transportation as above provided in Paragraph 39(g), added to recesses (if any) immediately before and after such travel, totals less than eight (8) hours, such interval shall be deemed an "interruption" for the purposes of Golden Hours, but if such interval equals eight (8) or more hours, it shall be considered a "full rest period."

(b) The rate for Golden Hours, as defined in Paragraph 11(a)(1), for distant location employment shall be as follows: For such employment occurring on any day other than a holiday or the seventh day worked in an employee's workweek, two (2) times the employee's scheduled Regular Basic Hourly Rate. For such employment occurring

[7] If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

on a holiday or the seventh day worked in the employee's workweek, four (4) times the employee's scheduled Regular Basic Hourly Rate.

(c) In addition, except as provided in Paragraph 41 above, Paragraphs 11(b), (c) and (e), as modified in this Paragraph, shall apply.

45. Meal Periods on Distant Location

(a) Meal periods (not counted as time worked) shall be not less than one-half (½) hour nor more than one (1) hour. The first meal period after reporting for work shall be called not later than six (6) hours after reporting for work, and subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period, except the interval prior to the last meal period of the day may be extended to six and one-half (6½) hours without penalty provided the employee performs no work on the shooting site after such meal. The interval may also be extended one-half (½) hour when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic. In addition, a twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted above.

Upon the Local Union filing a claim that the Producer has violated the foregoing twelve (12) minute grace period, it shall immediately notify the designated representative of the Producer. The Local Union and such representative of the Producer shall meet or confer in an attempt to resolve the dispute. In the event that no resolution is reached during such meeting or conference, the Local Union or the Producer may, within three (3) business days, request a hearing before a Special Committee consisting of three (3) representatives designated by the AMPTP and three (3) representatives designated by the IATSE.

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

(b) If an employee works less than nine and one-half (9½) hours on a shift, only one meal is to be deducted. If he works nine and one-half (9½) hours or more, more than one meal period may be deducted.

(c) (1) Prior to November 21, 2021, meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof.....$ 7.50

Second one-half (½) hour meal delay or fraction thereof.....$10.00

Third and each succeeding one-half (½) hour meal delay or fraction thereof.....$12.50

(2) Effective November 21, 2021, meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof.....$ 7.50

Second one-half (½) hour meal delay or fraction thereof.....$10.00

Third and fourth one-half (½) hour meal delay or fraction thereof.....$12.50

Fifth and each succeeding one-half (½) hour meal delay or fraction thereof.....$25.00

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

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

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

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

46. Night Premiums on Distant Location

There are no night premiums on distant location.

47. Time Cards on Distant Location

Time cards shall be approved by a representative of the Producer. The employee's classification and wage schedule, starting and finishing time, deductible meal periods, rate changes and penalties, if any, shall be shown on his time card. Any items changed after time card is approved must be reviewed by the employee.

48. Clean-Up Facilities on Location

With respect to employees who are required by Producer to travel on public transportation on a work-and-travel day, upon completion of work on the day of departure from a location, the Producer shall make available two (2) rooms where members of the crew who performed manual work may change and wash up, unless rooms are not available as a result of circumstances beyond the Producer's control.

With respect to employees who are required by Producer to travel on public transportation on a work-and-travel day, upon completion of work at the studio on the day of departure, an adequate opportunity shall be afforded members of the crew who performed manual work to change and wash up.

If such opportunity and facilities are not so made available to such employee as required above, each such employee shall be paid, in addition to other compensation, an allowance at straight time for the length of the return travel time.

49. No Clause.

50. Other Working Conditions

Unless modified by Paragraphs 31 to 49 inclusive, all other studio working conditions shall prevail on distant location.

VII. GENERAL CLAUSES

51. Hazardous Work

The employee selected to perform hazardous work and Producer are to negotiate and agree upon a rate in advance for such work and, if no agreement is so reached, the employee will not jeopardize working opportunities by refusing to perform work that is considered hazardous. The employee may request the assistance of the Business Representative of the Union in such negotiations.

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

If an employee is required to sign a waiver due to hazardous conditions for any state or governmental agency or owner of private property and refuses to sign such waiver, such employee may be replaced, but such refusal shall not limit such employee's future employment opportunities with Producer.

When Producer knows in advance that such a waiver is required, Producer will advise the Union of the situation.

52. Allowances for Hazardous Work

The following allowances shall be paid for hazardous work:

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

(b) Any employee designated by Producer to work completely under water using a diving mask, air helmet or diving suit, including skin diving, will be paid a bonus of twenty-five percent (25%) of his rate in effect at the time of such performance, except when the total time required by the employee to perform such work, including diving, is less than one (1) hour. The provisions of Paragraph 13 shall apply when such work is one (1) hour or more.

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

When an employee is required to dive under water twenty (20) feet or more, he shall be accompanied by another diver.

(d) The following special provisions shall be applicable to production sound employees required to be under water when performing their work:

(1) A dressing room shall be provided.

(2) Hot drinks or nourishment shall be available if water is cold.

(3) A rest period of ten (10) minutes shall be allowed for each hour so worked. Not more than two (2) consecutive hours shall elapse without a rest period.

(4) In the event safety conditions so warrant, it shall be the practice of underwater workers in the performance of such work to work jointly in pairs.

53. Abnormally Cold or Wet Work

Producer will provide suitable wearing apparel for abnormally cold or wet work.

54. Overscale Employees

Rates of pay of overscale employees shall not be reduced by reason of this wage agreement; however, for Occ. Code Nos. 8105 and 8171, the amount of excess shall be applicable to night premiums, overtime, holiday time, location computation, allowances for hazardous work and temperature bonus, but not against payments for the sixth or seventh day worked in an employee's workweek, Golden Hours, meal delay allowances or truck travel allowances. (See exception in Paragraph 11(e).) All computations are to be on minimum rates.

55. Nearby and Distant Locations

Producer will notify Union of locations and names of crew assigned thereto. Notice of same shall be given twenty-four (24) hours in advance for work on distant locations. For work on nearby location, notice shall be given as soon as practicable.

56. Additions to Crew

If production or equipment requirements create a condition whereby an abnormal demand is placed upon the sound crew, such condition shall be relieved by the addition of Soundpersons to the crew until such condition ceases to exist.

57. Earnings Reports

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

58. Personal Service Contracts

Producer will notify Union in writing stating that wages and conditions for sound department employees are at least equal to the minimum requirements of this wage agreement.

59. Studio Pass

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such Representative shall be permitted to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the Union during working hours.

60. Stewards

The Business Representative of the Union may appoint two (2) Stewards at each studio, lot and/or location to inspect all working conditions affecting the terms of this Agreement. It shall be the responsibility of the Shop Steward to settle minor grievances with the head of the department in which the grievance arises and, in the event such grievance cannot be adjusted, to notify the Business Representative. The Steward so designated shall be permitted to perform these duties, but such duties shall not unduly interfere with his work and he shall not leave his station without notifying his immediate supervisor.

61. Supervisors and/or Department Heads

Non-bargaining unit Sound Department Supervisors and/or Department Heads will not do bargaining unit work except for experimental or development purposes.

61.1 Gang Bosses (Projection Personnel Only)

(a) Chief Projectionist

Subject to the provisions of footnote 8 to the studio and distant location wage schedules, a Chief Projectionist (Occ. Code No. 8159, Supervisory) shall be employed when the mean employment of Projectionists in the previous six (6) months is nine (9) or more persons, including the Chief Projectionists. The Chief Projectionist shall have supervision of all Projectionists and the equipment of the Projection Department.

(b) (1) Projectionist Gang Boss

A Projectionist Gang Boss (Occ. Code No. #8160, working) shall be employed when the mean employment of Projectionists in the previous six (6) months is eight (8) or fewer, including the Gang Boss. The Projectionist Gang Boss shall have supervision of all Projectionists and the equipment of the Projection Department.

(2) The Projectionist Gang Boss rate, Occ. Code No. 8162, will be paid when the Gang Boss is supervising from two (2) through eight (8) projectionists, including himself, and when he exercises supervision of all projectionists and the equipment of the Projection Department and a Chief Projectionist is not employed. (See footnote 9 to the studio wage schedules.)

(c) Engineer Gang Boss

When a Projectionist Engineer hereunder is assigned by Producer or is held responsible by Producer for the supervision of other Projectionist Engineers hereunder, he shall be paid the Gang Boss rate. Such Gang Boss may be required by Producer to do the same kind of work as the employees under his supervision. The foregoing shall not apply when an engineer assumes the responsibility of supervising other engineers employed by Producer on his own initiative and without the specific approval of the Producer.

Producer agrees to continue the present practice of designating at least one (1) Projectionist Engineer as a Gang Boss where one (1) or more employees is employed in such classification.

(d) Process Projectionist Gang Boss

Producer agrees to continue the present practice of designating at least one Process Projectionist as a Gang Boss when one (1) or more employees is employed in such classification. At least one (1) Process Projectionist will be designated as a Gang Boss on each shooting production when one (1) or more employees is employed in such classification.

62. Safety

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

(b) Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb, or for making a good faith report to the First Assistant Director, the Unit Production Manager or his or her supervisor relating to the safety of another employee exposed to a clear and present danger to life and 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 Article 7 of this Agreement.

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

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

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

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

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

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

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

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

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

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

63. Furnishing of Sound Equipment

No Soundperson shall be required to furnish sound equipment (other than trade tools) or use the same in furthering or assisting the employer, when compensated therefor only by the established wage scales. Any agreement to furnish or rent equipment shall be exclusive of the prevailing wage scales.

64 - 65. No Clauses.

66. Non-Discrimination

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

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

67. Foremen and Supervisory Employees

Notwithstanding anything contained in the Constitution and By-laws of the Union, or in the obligation taken by a person upon becoming a member of the Union, or otherwise, which directly, indirectly or impliedly places upon a foreman (or any person who is a supervisory employee within the meaning of that term as set forth in the Labor Management Relations Act of 1947, as amended), the duty or obligation to accord an unlawful employment preference to members of the Union, such foreman or supervisory employee shall not give or recommend any unlawful employment preference and the Union shall not in any manner discipline or threaten with discipline any such foreman or supervisory employee for failing or refusing to give or recommend any such unlawful employment preference.

68. Seniority

(a) Maintenance of Industry Experience Roster

Under prior collective bargaining agreements (including agreements with Motion Picture Editors Guild, Local 700), signatory Producers have established Industry Experience Rosters for sound and projection personnel. The Industry Experience Rosters for production sound and projection personnel have been consolidated into a single Local 695 Industry Experience Roster which will be maintained under this Agreement. Such Roster will be composed of the names of employees subject to this Agreement who were included on the Local 695 Roster or who were included as projectionists on the Local 700 Roster as of July 31, 2021 and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth below, including employees who actually performed services hereunder in one or more of the job classifications covered by this Agreement in the production of motion pictures in the motion picture industry in Los Angeles County or employees who have been hired hereunder in said County and performed such services outside said County.

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

(1) The Industry Experience Roster shall consist of a single seniority group, identified as Industry Group 1, and, in the case of sound personnel, shall contain the following classifications:

(i) Journeyman Classification

The Journeyman classification shall consist of all sound persons whose names appeared on the Industry Experience Roster in the Journeyman classification on July 31, 2021 and all persons who are thereafter transferred from the Entry Level classification in accordance with the provisions of subparagraph (a)(3) below.

The Union warrants that the Journeyman classification will be composed of at least two thousand (2,000) persons. Periodically, the parties hereto will re-examine the number of people in such classification and, if there are insufficient qualified available persons to fill the needs of the motion picture industry, the names of additional persons shall be transferred from the Entry Level classification to the Journeyman classification of said roster. The parties agree that Local 695 shall be allowed to comply with this provision by allowing the roster placement of sufficient employees to meet that requirement.

(ii) Entry Level Classification

The Entry Level classification shall consist of those persons who have worked in any of the sound job classifications covered by this Agreement at least thirty (30) actual workdays, collectively, with one (1) or more Producers within a period of three hundred sixty-five (365) consecutive calendar days immediately preceding the date such employee applies for the Roster.

(2) Additional persons may be added to Industry Group 1 in any of the projection job classifications as follows: A person who performs service in any of the projection job classifications covered by this Agreement for a total thereafter of thirty (30) actual workdays collectively with one (1) or more Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County (under a collective bargaining agreement containing the same seniority provisions as those contained herein) shall be eligible to have his work record reviewed (as soon as practicable) by CSATF, provided that all such workdays were performed within a period of twelve (12) consecutive months immediately preceding the date of his submitting an application, as provided below, to be placed on said Industry Experience Roster. Upon such a review, if CSATF finds that any such person possesses the required work experience, such person may be placed on said Industry Experience Roster in the appropriate projection classification. If such person does not possess the required work experience, he shall not be added to the said Roster and such reviewed employment shall not be recognized as experience in the motion picture industry for any purpose under the terms of this Agreement.

(3) Advancement from Entry Level Classification to Journeyman Classification

The number of days required to progress from the Entry Level classification to the Journeyman classification shall be three hundred sixty-five (365) days from the date of entry.

(4) By way of clarification, the parties agree that the Entry Level classification is for purposes of determining the rate of pay only.

(5) CSATF, in cooperation and consultation with the AMPTP, IATSE and Local 695, shall review the qualifications of those sound employees on the Local 695 roster and shall identify the skills of said employees.

Pursuant to the provisions of Paragraph 5 of the Settlement Agreement between the AMPTP and the IATSE re Special Skills and Identification, persons working in sound classifications covered by the Local 695 Agreement who are identified as possessing

special skills and qualifications for tape production work covered under the Videotape Agreement where there is a material difference between tape and film shall be placed on a separate skills and identification list in the appropriate classification.

(6) Any person making application to be placed on the Industry Experience Roster must perfect the application no later than one (1) year following the date of the last workday to be considered as qualifying experience.

(b) Maintenance of Studio Seniority Roster for Projection Personnel

(1) Except as is provided in subparagraph (b)(3) below and in Paragraph 68(b)(2)(ii) of the 1988 Local #695P Agreement, the following shall apply to projectionists employed in the film processing laboratories or in screening rooms where no other employees covered under the IATSE Basic Agreement are working:

Producer has established and will maintain, as herein provided, a Studio Seniority Roster, composed of those projection persons subject to this Agreement who were on the Studio Seniority Roster as of February 1, 1986. An employee who has completed one hundred twenty (120) days of employment (120 minimum calls) with Producer within any period of three hundred sixty-five days, all performed prior to February 1, 1986, in any one or more of the classifications covered hereunder, shall be added to such roster; provided, however, that employment under Daily Schedule A-5, other than five days of daily employment within a workweek (or four days of daily employment during a workweek in which a holiday falls) during the period August 1, 1985 to and including January 31, 1986, shall not be counted for purposes of qualifying for the Studio Seniority Roster. Upon being added to such Roster, the earliest date of employment to be indicated on the Seniority Roster for any such person shall be the first day of such one hundred twenty (120) days of employment.

Subsequent to February 1, 1986, an employee who is removed or terminated from the Studio Seniority Roster, as provided in subparagraph (d) of this Paragraph 68, shall not be replaced and no further additions shall be made to such Roster.

The Studio Seniority Roster hereunder shall indicate the earliest date of such employment of such persons, which, for this purpose, shall be considered to be the date of first employment as set forth in the Studio Seniority Roster of October 25, 1955.

No such person who is on any other motion picture Studio Seniority Roster, as defined above, shall be eligible for this Seniority Roster.

(2) The names of all employees, other than those covered under Paragraph 68(b)(1) above, shall be eliminated from the Studio Seniority Roster.

(3) Each Producer shall have the option, to be exercised by March 17, 2000, to "buy out" Studio Seniority of any projectionist holding Studio Seniority with the Producer at that time upon payment to the employee of an amount equal to double the severance pay accrued by such employee. Such payment shall be made without respect to the ninety (90) or one hundred eighty (180) day waiting periods and shall be in lieu of any severance pay retirement bonus. Thereafter, the employee will accrue severance pay anew. If Producer exercises such option, such Producer's Studio Seniority Roster shall thereafter cease to exist.

(c) Hiring, Layoff and Rehire

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

(1) With regard to sound personnel, such preference of employment in hiring and rehiring shall be given in said job classifications to qualified persons as follows: First, to such qualified persons in Industry Group 1 of the single seniority group of the Industry Experience Roster; in the event there are insufficient qualified persons in Industry Group 1 to meet the employment needs of Producer in said classifications, Producer may secure employees from any source.

(2) With respect to projection personnel, such preference of employment in hiring and rehiring shall be given to such available qualified persons in the Studio Seniority Group in the order of the date of their earliest seniority date by Producer as set forth on the Studio Seniority Roster; in the event that there are insufficient available qualified persons in the Studio Seniority Group to meet the employment needs of the Producer in such job classifications, the next preference shall be given to available, qualified persons in Industry Group 1; in the event there are insufficient available qualified persons in Industry Group 1 to meet the employment needs of Producer in said classifications, Producer may secure employees from any source.

(3) In the event of layoffs in sound job classifications, the Producer will first lay off persons in such job classifications not listed in any classification of the single seniority group; then, employees who are listed in Industry Group 1 of the single seniority group shall be laid off. The above layoff provisions, with respect to Weekly Schedule employees, shall be effective as of the completion of such employees' current assignment.

(4) In the event of layoffs in projection classifications, the Producer will lay off in the inverse order of seniority; *i.e.*, first, all employees in such job classifications not listed on the Industry Experience Roster; then, employees in such classifications who are in Industry Group 1; then, last, like employees who are in the Studio Seniority Group in the inverse order of the date of their earliest employment with Producer as set forth on the Studio Seniority Roster for projection personnel. The above layoff provisions, with respect to Weekly Schedule employees, shall be effective as of the completion of such employees' current assignment.

(5) During any layoff, a person on the Seniority Roster must at all times keep the Producer informed of his current address and telephone number.

(6) Unless otherwise provided in this Agreement, each qualified person listed on the Industry Experience Roster shall have preference of employment, as above provided, equal to the preference of employment of all other qualified persons on said Roster and the Producer shall have complete freedom of selection from among such persons for the purpose of hiring, layoff and rehiring.

(7) Schedule A-1 and A-2 (Daily) employees on distant location may be retained out of Industry Experience status until one day after the return of the employee to the studio. Notwithstanding anything in this Paragraph 68 to the contrary, an employee properly hired and assigned to an "on production" position may be retained without being bumped.

(8) In administering hiring, layoff or rehiring, the Producer, upon giving advance notice to the Local Union by registered mail, may: (1) call, retain or recall out of the respective Industry Experience status (and Studio Seniority status for projection personnel) an employee because of his special studio experience, skill and qualifications for the duties and/or equipment necessary for operation; or (2) call or recall, and thereafter retain, out of Industry Experience status, an employee because there are insufficient qualified available persons in the classifications of the single seniority group of the Industry Experience Roster (or Studio Seniority Roster for projection personnel), as above provided.

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

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

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

(9) Notwithstanding the above, in recognition of the parties' desire to take more immediate action to remove barriers and facilitate employment of individuals from under-served communities or under-represented groups with experience in the entertainment industry and related fields, the parties agree to the following:

(i) Producers may hire non-rostered individuals from under-served communities or under-represented groups who have prior experience in a job classification that is related or substantially similar to the one for which the Producer is hiring ("Prior-Experienced Individuals") to work in a rostered classification under this Agreement.

The prior experience need not have been acquired with a Producer signatory to this Agreement or on a certain type of production. Producer may rely upon Crewvie, Array Crew or other agreed-upon resources to determine an individual's experience. Days worked by such an individual count towards placement on the Industry Experience Roster. When identifying persons who qualify as Prior-Experienced Individuals, Producers shall consider persons recommended by Local 695.

(ii) Producer shall provide written notice to the Local Union before hiring a Prior-Experienced Individual. Prior-Experienced Individuals shall be required to take CSATF Safety, HP1, and A training at a minimum before commencing work.

(iii) Provided that at least one rostered individual is hired in each department, the maximum number of Prior-Experienced Individuals hired on a production at any given time shall be limited to one (1) in the Sound/Video Assist department. The Local Union may agree to increase the foregoing numbers consistent with the parties' intention to increase access to employment opportunities in this industry.

(iv) In addition, the parties have agreed to a working internship program for entry level rostered classifications in this Agreement (as set forth in Article XLVIII(c)(1) of the Producer-IATSE Basic Agreement). The Producer commits to offer employment to individuals who complete its working internship program to its satisfaction and who continue to perform to the satisfaction of the Producer to enable them to fulfill the workdays requirement for roster placement described in Paragraph 68(a) above. The Producer may fulfill its commitment by offering the individual employment in an open position in the same department in which he or she had been working, on the same or on another production or another assignment for the Producer or for an entity related to or affiliated with the Producer. The Producer's commitment does not apply to an individual who fails to perform to the satisfaction of the Producer or who rejects an offer of employment from the Producer.

To comply with this commitment, the Producer may assign an individual who gained working intern experience in a classification covered under this Agreement through the working internship program to work under the minimum rates, terms and conditions of this Agreement, notwithstanding the availability of eligible individuals from the Industry Experience Roster. The individual may be assigned in the same department in which he or she had been working or on another production or to another assignment. The individual will be assigned as a member of the regular crew or the department, but will not bump an established member of the regular crew or the department. In

the event of a layoff of the regular crew for lack of work, the individual shall be laid off before a rostered member of the regular crew.

(v) The parties agree that the training program described in Article XLVIII(c)(1) of the Producer-IATSE Basic Agreement is not the only training program permitted under this Agreement. The parties may mutually agree to additional training program(s) (including on a Producer-by-Producer basis), and to apply the provisions of subparagraph (iv) above to individuals who successfully complete the additional training program(s).

(d) Removal of Person from Producer's Studio Seniority Roster (for Projection Personnel) or Industry Experience Roster

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

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

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

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

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

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

(2) Such person was employed by any Employer who is a member of the multi-employer bargaining unit which consists of those companies listed in the 2021 IATSE Basic Agreement and those Producers which have effectively consented to be part of the said multi-employer unit.

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

(4) Such person was unavailable because he or she was caring for his or her spouse, domestic partner, parent or child with a serious health condition.

(5) Such person was unavailable because he or she was the regular caregiver for his or her minor child.

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

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

(2) A person may be removed by the Producer from its Studio Seniority Roster (for projection personnel) and/or its Industry Experience Roster for any of the following reasons:

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

(ii) If an employee is called three (3) times by the Producer and refuses such calls, the Producer will give written notice to the Local Union of such employee's failure to accept such calls and the Union will be given seven (7) days to ascertain the reason for such employee's refusals. After seven (7) days have elapsed after receipt of notice by the Union, if such employee fails again to accept a call by the Producer, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to such employee.

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

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

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

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

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

(viii) Death.

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

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

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

(x) For projection personnel only, unauthorized leave of absence or refusal to accept projection work offered by Producer unless: (A) employee is currently employed elsewhere in the motion picture industry in Los Angeles County; or (B) for any other reason approved by the Producer in writing.

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

(4) 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, prior to November 21, 2021, a person must complete all required courses and/or training within six (6) months of placement on the Industry Experience Roster. On or after November 1, 2021, a person must complete all required courses

and/or training within ninety (90) days 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.

(e) Absences

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

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

(2) Absence because of military service;

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

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

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

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

(f) 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. The “Identifying and Reporting Child Abuse and Neglect” course is not required for

placement on the Industry Experience Roster, but a Producer may require an employee to complete such course during working hours.

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

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

(g) Roster Certification Form

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

(1) The number of qualifying days worked by the employee;

(2) The roster classification within which the employee worked; and

(3) A notation whether the work performed was satisfactory or unsatisfactory.

(h) Roster Arbitration Procedure

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

(1) CSATF shall notify the IATSE and the Local Union involved of its intention to place a person on or remove a person from the Industry Experience Roster. In the case of a placement, CSATF's notice shall contain the individual's name, address, telephone number and social security number, provided CSATF possesses such information. In a case involving the removal of a person from the roster, CSATF shall also notify the involved person at his last-known address. The IATSE or the Local Union may protest the intended action of CSATF within ten (10) business days in the case of a placement, or twenty (20) business days in the case of a removal, by a written notice to CSATF. The IATSE and the affected Local shall have the right to

challenge any roster placement with respect to the qualifications required pursuant to subparagraphs (g)(1) and (g)(2) above. In a case involving the removal of a person from the roster, the person to be removed shall also have the right to challenge the removal. In the event of a protest, CSATF shall notify the Producer(s) involved, the Local Union and the person. The person will not be placed on or removed from the roster until the matter has been determined. Upon such protest, a hearing shall be scheduled before the impartial arbitrator. If no protest is filed within ten (10) business days or twenty (20) business days, as the case may be, the respective parties waive the right to protest.

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

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

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

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

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

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

(7) The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by the Producer(s) and by the IATSE in cases involving the placement of any person on the roster or, in cases involving the removal of any person from the roster, by CSATF and the IATSE. All other costs and fees shall be borne by the party incurring the same.

(i) Posting

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

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

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

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

(j) Projection Trainees

(1) The foregoing provisions of Paragraph 68 shall not apply to Projection Trainees employed hereunder, except as specifically provided in subparagraph (5) below.

(2) For projection personnel only, Producer shall establish a separate studio seniority roster for Projection Trainees subject to this Agreement, and such Projection Trainees shall have seniority and preference of employment with this Producer only, as Projection Trainees. The seniority of Projection Trainees shall be separate and apart from the seniority of any other classification in this Agreement. On the other hand, the seniority provisions applicable to the other classifications in this Agreement shall be separate and apart from the seniority applicable to Projection Trainees, as such.

(3) After a Projection Trainee has satisfactorily completed his training as provided in the Training Agreement, he shall be transferred to Group 1 of the Industry Experience Roster as of the date of his certification as a Journeyman. If a Projection Trainee is reviewed and not passed by the Joint Training Committee, he shall not be added to the said Roster and such employment shall not be recognized as experience in the motion picture industry for any purpose under the terms of this Agreement.

(4) Projection Trainees shall be required to complete harassment prevention training and Safety Pass training. Each individual's course requirements and course completion status will be reflected on the CSATF website in the section applicable to "non-roster" classifications once the individual has successfully completed the "A" course and harassment prevention training course.

(5) In addition to this subparagraph (j), only subparagraphs (d) and (h) of this Paragraph 68 shall apply to Projection Trainees.

(k) Conforming of Classifications on Industry Experience Roster to Those Listed in Wage Scales

The parties agree that a subcommittee consisting of representatives from the AMPTP Bargaining Committee, Local 695 and the IATSE will meet in an effort to conform the sound classifications listed on the Industry Experience Roster to the sound classifications listed in the studio minimum wage scales of the Local 695 Agreement and to identify the appropriate Roster classification for job classifications not listed in said studio minimum wage scales (*e.g.,* employees employed to operate Chyron equipment). The work of the subcommittee shall be concluded no later than July 31, 2003. Nothing in the foregoing agreement shall affect the manner in which persons are hired under the preference of employment provisions set forth in Paragraph 68(b) of this Agreement.

69. Substituting for Department Head (Projection Personnel Only)

For projection personnel only, whenever the Producer designates an employee to substitute for a department head or assistant department head, for periods of time such as vacations, extended leave of absence or prolonged illness, such employee will be paid, during the substitution period, at the highest weekly rate in the wage schedule applicable to the classification in which the substitution occurs or, if the relieving employee is then receiving such highest weekly rate, he shall receive as additional compensation a bonus of fifteen percent (15%), but in no case more than the current rate of the person for whom he substitutes.

70. Reporting of Accidents

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident. An employee who is injured while at work hereunder shall be credited with not less than a minimum call on the day of such injury.

71. Employees in the Armed Services

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the Producer and the Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

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

72. Vacations

Vacations with pay will be allowed as follows:

(a) Daily Schedule Employees

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

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

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

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

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

*For vacation purposes only, full six-day weekly schedule workweeks on distant location shall be credited as five (5) days worked. In addition, one (1) workday shall be counted for each paid vacation day.

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

Daily Schedule Employment: 4% of straight time earnings including hours worked on night premiums at straight time.

Weekly Schedule Employment: 4% of guaranteed weekly earnings.

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

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

(i) Studio Employment

5/40 x Total hours worked at straight time (including hours worked on weekday night premiums) to a maximum of 40 hours.

Schedule A-1 Employees (Occ. Code Nos. 8105 and 8171)

1/9 x Total hours worked at straight time (including hours worked on weekday night premiums) to a maximum of fifty-four (54) hours.

(ii) Distant Location Employment (Projection Personnel Only)

6/40 x Total hours worked at straight time to a maximum of forty (40) hours.

(2) Cumulative Weekly or "On Call" Weekly Employees:

Days worked are equal to the number of minimum calls paid for days other than sixth or seventh days in the employee's workweek, subject to the provisions of Paragraph 72(b)*, above.

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

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

Schedule A-1 Employees (Occ. Code Nos. 8105 and 8171): One (1) day is equal to nine (9) hours average pay at straight time.

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

(3) Combination Daily and Weekly Schedule Employees: One (1) day is equal to average daily pay based on total earnings as computed under subparagraphs (1) and (2), above, divided by the total number of days worked.

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

(5) "On Call" Weekly Schedule Employees: One (1) day is equal to pay of one-fifth (1/5) of weekly rate in effect at start of vacation.

(e) Additional Vacation Provisions

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

(1) Eligibility Requirements

Commencing with vacations earned in the year 1979 and payable in the year 1980 and thereafter, eligible employees shall be those employees who actually worked for Producer for eight (8) consecutive "eligible" years, with an aggregate of not less than 1,600 "straight time" days worked with Producer in such eight (8) years.

As used in this provision, the term "year" shall mean the employee's personal income tax earnings year (also hereinafter referred to as "tax year"); the term "eligible year" shall mean a tax year in which the employee worked one hundred (100) or more "straight time" days for Producer;[8] the term "straight time" days shall be deemed to include the five (5) or six (6) days of employment, as the case may be, specified under the respective five (5) or six (6) day cumulative weekly schedules.

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

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

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

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

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

(2) Vacation Days and Pay

Commencing with October 26, 1955, such weekly or daily employees who become eligible on or after such date, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money based upon the applicable weekly or daily employee[9] vacation schedule set forth above; any such employee shall be limited to earning a maximum of only fifteen (15) days vacation per year. Provided, that for the remainder of any such tax year in which such an employee becomes eligible, he shall only earn additional vacation time and money, as above provided, based solely on the "straight time" days he worked for Producer after he so became eligible and within the remaining portion of each year, to be computed separate and apart at the rate of one-half of the vacation benefit specified under the above applicable daily or weekly vacation schedule.

(3) Loss of Eligibility

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) "straight time"

[9] Vacation pay for such employee employed solely under a daily schedule shall be computed at the rate of 6.2762% instead of 4% as set forth in subparagraph (a)(1), above, of this Paragraph 72.

days[10] in any one (1) tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer for the purpose of subsequently establishing the above eligibility requirements.

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

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

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

(4) Eligibility Credit

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

(f) Daily and Weekly Schedule Employees

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

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

[10] For purposes of calendar year 1988, the "more than one hundred fifty (150) ‘straight time’ days" requirements shall be reduced to "more than eighty-eight (88) ‘straight time’ days" to take account of the WGA strike.

(3) Days that would otherwise constitute the sixth or seventh day worked in the employee's workweek and holidays occurring during vacation periods are not counted as days granted.

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

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

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

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

(8) Producer shall pay an eligible employee his vacation pay check not later than noon of the pay day preceding the commencement day of his vacation, provided the employee has made a request to Producer for such vacation check at least one (1) week prior to such pay day preceding the commencement of such vacation.

(9) If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate vacation pay experience credit accrued with the selling company. If such employee is not so continued in employment by the buying

company, then only Producer is responsible for any vacation pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall be entitled to his accrued vacation pay from Producer.

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

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

(ii) Producers that currently pay for vacations and/or holidays at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(A) With respect to employees on layoff:

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

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

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

(2) In the event the Producer mails the employee's vacation and/or holiday paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (f)(10)(ii)(A)(1)(b) above, to claim his/her vacation and/or holiday pay, the Producer shall notify the Local Union of the names of those employees who have not claimed vacation and/or holiday pay. In the case of employees whose checks were returned, the Producer shall also forward the returned check(s) to the Local Union.

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

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

(5) On or about March 15 of the second calendar year following the year in which vacation and/or holiday pay was earned ("the second calendar year"), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of holiday and/or vacation pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Motion Picture Industry Pension Plan.

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

(B) With respect to employees on payroll:

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

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

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

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

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

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

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

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

73. Jurisdictional Disputes

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

73.1 Letter of Understanding re Procedure for Implementing Paragraph 73

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

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

AMPTP, shall consider the position of the Producer concerning the dispute.

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

74. Severance Pay

(a) General

(1) (i) An employee employed by the Producer under this Agreement or its predecessor agreements for one or more qualified years (as defined in subparagraph (f) hereof) whose employment is severed after August 1, 2021; or

(ii) an employee who had at least one (1) qualified year (as defined in Paragraph 74(f) of this Agreement) as of August 1, 1985 who has made the required application for retirement to the Motion Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan and who retires

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

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

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

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

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

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

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

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

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

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

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

(b) Payment of Full Severance Pay

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

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

(c) Offset

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

(d) Reduction of Severance Pay Amounts

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

(e) Disqualification for Severance Pay

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

(1) Refusal of Offers of Employment

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

(i) Producer shall be obligated, in the event of such rejection or unavailability, to notify the Union on the same day by telephone unless the Union office is not open, in which case such notification must be made on the next following workday, and to confirm such call by letter posted on the day of such notification to the Union.

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

(iii) It is recognized that in certain circumstances it may be difficult for an employee to accept a call immediately when he is currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio at which he is then employed, to be required to accept a call immediately without any notice to his then present employer. It is believed that in the great majority of cases reasonable consideration would be given so that the employee would not lose his severance pay credits. To this end, it is the intent of the parties hereto that if an employee who is qualified for severance pay has been laid off by a studio and, within either of the ninety (90) day periods referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the motion picture industry, then either of such ninety (90) day periods shall be deemed extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event such employee is again recalled within either of the ninety (90) day periods and does not accept such recall because of other employment in the motion picture industry, or for any other reason

except as otherwise herein provided, then such employee shall lose his qualification for severance pay and, in the event he is subsequently rehired by the Producer, then such rehire shall be as a new employee for severance pay purposes, except that if the employee's call was on a daily basis, there may be two (2) extensions of either of the ninety (90) day periods by reason of inability to accept calls because of employment elsewhere in the motion picture industry.

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

(2) Severance Beyond Control of Producer

In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements, strike,[11] walkouts, labor dispute, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion or for any other cause beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay arising out of the completion of both of the ninety (90) day periods following such severance. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified for severance pay.

(f) Qualified Years

As used herein, the term "qualified years,"[12] with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, in each of which the employee has been employed by Producer for two hundred (200) or more work days (including paid vacation days as work days); it being understood and agreed that if, in any such three hundred sixty-five (365) day period,

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

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

such employee was employed for less than two hundred (200) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be "bridged" for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Producer for two hundred (200) or more work days shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave and provided, further, that the computation of qualified years shall be subject to the following exceptions:

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

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

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

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

(g) Severance Obligation of Successor Company

If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate severance pay experience credit accrued with Producer and his employment shall not be considered to be terminated for severance pay purposes as a result of such successor company's acquisition of Producer. If such employee is not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall not be entitled to any severance pay from either Producer or buying company.

(h) Presentation of Claim for Severance Pay

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

75. No Clause.

76. Re-employment of Former Labor Union Officers

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

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

77. Return of Transferred Employee to Bargaining Unit

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

78. Technological Change

(a) Definition of Technological Change

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

(b) Producer's Right to Institute Technological Changes

The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer's right to make technological changes shall be subject to the provisions of subparagraphs (c), (d), (e) and (f) of this Paragraph 78.

(c) Notice of Technological Change

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

(d) Retraining

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

(1) such person, as of the date of such displacement, is entitled under the provisions of Paragraph 74 hereof ("Severance Pay") to be credited with at least one (1) "qualified year" arising out of his employment by Producer; and

(2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Producer has available within Union's jurisdiction, or within the jurisdiction of any other Union which is a party to the Memorandum of Agreement of 1965, or for any other available job opportunity with Producer, then:

Producer agrees to endeavor to retrain such person for such available job at Producer's expense, in which event the provisions of subparagraph (e), below, shall not apply. Union agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with Producer with respect thereto. Union further agrees, for the benefit of other Union parties to the Memorandum of Agreement of 1965, in consideration of the inclusion in their respective contracts of a clause identical with this Paragraph 78, to permit retraining within this Union's jurisdiction of employees displaced from jobs within the jurisdiction of such other Union parties; provided, however, that such other Union parties' displaced employees are qualified for retraining in this Union's jurisdiction and provided, further, that such permission shall be on condition (applicable to this Paragraph 78 only) that this Union has been notified of such available job and within forty-eight (48) hours thereafter (excluding Saturdays, Sundays and holidays) is unable to furnish competent available persons on the Industry Experience Roster or Studio Seniority Roster, if any (applicable to this Union), to fill such available job. Any such person offered retraining pursuant to this subparagraph (d) shall, of course, have the right to reject the same, but any such rejection shall discharge Producer's obligations under this Paragraph 78 unless the job opportunity for which Producer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

(e) Displacement Pay

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

(1) such person, as of the date of such displacement, is entitled under the provisions of Paragraph 74 hereof ("Severance Pay") to be credited with at least one (1) "qualified year" arising out of his employment by Producer; and

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

Producer shall pay him the amount of compensation set forth in the following table and, upon such payment, he shall be removed from the Industry Experience Roster, so far as such Producer is concerned, and from the Studio Seniority Roster, if any.

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

The payment of displacement pay, as above provided, shall be separate and apart from any obligation Producer may have to pay severance pay to such displaced person under the provisions of Paragraph 74 hereof ("Severance Pay"). Notwithstanding anything in this subparagraph (e) to the contrary, no such displaced person shall be eligible for displacement pay if:

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

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

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

(f) Negotiation of New Rates

If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Producer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step Two of the grievance procedure provided in Article 7 hereof or, if they mutually agree to waive Step Two, may proceed immediately to Step Three of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Three of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

(g) Experimental Technological Changes

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

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

If a dispute arises between Union and Producer with respect to any determination required by subparagraphs (d), (e), (f) or (g) of this Paragraph 78, such dispute shall be subject to the grievance procedure set forth in Article 7 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.

79. Leave of Absence

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

80. Bulletin Boards

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

81. No Clause.

82. Subcontracting

The parties agree to establish a committee consisting of representatives of the Producers and Local 695 to discuss subcontracting.

83. AMPTP - IATSE - Local 695 Cooperative Committee

The parties have established an AMPTP – IATSE – Local 695 Cooperative Committee on which the IATSE and the Local, on the one hand, and the Producers, on the other hand, are equally represented. Said Committee shall meet to deal with special problems relating to the administration of the Local 695 Agreement and other problems of mutual concern which may, from time to time, be submitted to it by the Local or the Producers. At least two (2) weeks prior to scheduled

meetings, each group should provide the other group with an agenda of matters intended to be raised at such meeting. This does not preclude the raising of matters not on the agenda. Interested parties involved in any matter before this committee will be invited to appear and present their views at the meeting when such matter is considered. The joint recommendations or agreements of the committee shall be reduced to writing and circulated by bulletin.

The parties agree to refer the following issues to the Local 695 Cooperative Committee:

(a) Local 695's proposal to clarify and amend Paragraph 99, Occupation Code Nos. 8111 and 8174 [Y-4] "Operative Supervisor and/or Engineer," to include Microphone Boom Operators when working on high definition digital camera productions to ensure technical expertise, work productivity and safe working conditions.

(b) The Producers' proposal to establish a four (4) hour minimum call for projectionists.

84. Screen Credit

On a feature motion picture, screen credit may be given to the Production Mixer when the Producer in its discretion determines it is feasible and desirable to do so.

85. Establishment of Work Training Programs

The Producers and the Union agree to cooperate in the establishment of work training and/or apprenticeship programs covering the sound classifications hereunder. Such programs may be established and administered pursuant to the regulations promulgated by the State of California Department of Labor or may be jointly administered under regulations to be established by the AMPTP and the Union.

A Maintenance Engineer Training Program will be established.

An on-the-job training program will be established for the purpose of training and/or retraining employees for existing or newly-created technical operations positions in production. CSATF shall reimburse Producers participating in the training program in accordance with guidelines to be established by the parties and approved by CSATF.

The parties will explore the possibility of establishing an Educational Seminar Program.

The parties agree to discuss the implementation of a program to train projectionists to operate digital projection equipment.

86. Job Classification Descriptions

A committee comprised of representatives of the Producers and the Local Union shall be formed to discuss whether to add the term "Video" to various job classifications and to certain provisions of the Local #695 Agreement that refer to "Soundpersons" or "sound" (such as Paragraphs 56, 63, 98, 101 and 102). The committee shall meet during the term of the 2018 Agreement.

87-89. No Clauses.

90. Documentaries and Industrials

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

91-92. No Clauses.

93. Lease Equipment (Projection Personnel Only)

When the Producer leases projection equipment and requires its employees to operate such equipment, such employees shall not be transferred from the Producer's payroll.

94. No Clause.

VIII. DEFINITIONS, DUTIES AND DIVISIONS OF WORK

95. No Clause.

96. No Clause.

97. Occ. Code Nos. 8105 and 8171 (Y-1) - Production Mixer

A Production Mixer is the Mixer assigned to the recording on a production unit.

98. Occ. Code Nos. 8109 and 8173 (Y-3) - Supervising Engineer

A Supervising Engineer is the Soundperson assigned at the discretion of the Producer in charge of one or more operating sections of the Sound Department (excluding, however, Directors of Sound, Assistant Directors of Sound, Transmission and/or Research and/or Development Engineers).

99. Occ. Code Nos. 8111 and 8174 (Y-4) - Operative Supervisor and/or Engineer

An Operative Supervisor and/or Engineer is the Engineer on production assigned to operate and be responsible for sound systems and those operative functions requiring the service of a fully-qualified Transmission Engineer.

100. No Clause.

101. Occ. Code Nos. 8131 and 8176 (Y-6) - Maintenance Technician

A Maintenance Technician is the Soundperson assigned on production to precise technical testing and adjustment of sound channels and amplifiers and of such items as light valves, galvanometers, microphones and other similar optical-electrical, mechanical and/or audio frequency equipment and/or is in charge of setting up, testing and maintaining sound equipment on production.

102. Occ. Code Nos. 8141 and 8178 (Y-7) - Service Recorder, Television Engineer and/or Video Assist

A Service Recorder, Television Engineer and/or Video Assist is a Soundperson assigned to service, operate and maintain sound channels and associated equipment on production.

103. Occ. Code Nos. 8144 and 8180 (Y-7a) - Utility Sound Technician

The duties of a Utility Sound Technician (Y-7a) shall include, but are not limited to, setting up and handling additional microphones and servicing, maintaining and operating videotape equipment.

The Utility Sound Technician shall be required to perform all such duties as required by the Producer by virtue of the interchange provision set forth in Paragraph 12(b).

104. Occ. Code Nos. 8151 and 8181 (Y-8) - Microphone Boom Operator

A Microphone Boom Operator is the Soundperson assigned to operate the microphone boom and associated equipment; he also handles cables and hook-up.

105. Occ. Code Nos. 8161, 8182 (Y-9) - Sound/Video Service Person Level III; Occ. Code Nos. 8194, 8184 (Y-13) - Sound/Video Service Person Level II; Occ. Code No. 8185 (Y-16) - Sound/Video Service Person Level I[13]

A Sound/Video Service Person may perform duties such as, but not limited to, making computer entries, inventorying, prepping, servicing, receiving and checking out material and/or audio/video equipment. A Sound/Video Service Person may perform entry level work for video technical support, typically for on-set electronic visual equipment (*e.g.*, pulling and preparing equipment, assisting with installation and manipulating computer data files pertaining to video and audio). A Sound/Video Service Person shall be engaged at a level (*i.e.*, level I, II or III) commensurate with the individual's skills, abilities and experience, as determined by the Employer.

105.1 Occ. Code No. 8192 - Production Sound/Video Trainee (Y-16a)

In addition to performing Sound/Video Service Person duties, a Production Sound/Video Trainee may be provided on-the-job training for work in higher classifications (other than the Y-1 mixer classification).

The performance of work in a higher classification will not require an upgrade in the Trainee's rate. The Producer will not assign a Trainee to perform such work if doing so would result in displacing another Local 695-represented employee.

A person may be retained in the Trainee classification for up to one (1) year, after which it shall be necessary to obtain the Local Union's consent to continue to employ the Trainee in the Y-16a classification.

106. Composition of Sound Crew

The basic production sound crew shall consist of three (3) people: Mixer (Y-1), Microphone Boom Operator (Y-8) and Utility Sound Technician (Y-7a). The Utility Sound Technician (Y-7a) shall be paid at the rate of a Microphone Boom Operator (Y-8) and the duties of the Utility Sound Technician shall be performed by a Microphone Boom Operator (Y-8) or a Service Recorder (Y-7). The Utility Sound Technician (Y-7a) assigned to the basic production sound crew may be required to perform any sound functions other than those of the Production Mixer without any adjustment of compensation.

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[13] It is understood that adding the word "Video" to the job classification of "Sound/Video Service Person" is a non-substantive change, and does not expand or contract the jurisdiction of Local 695 in any way.

The Producer is not required to utilize a three-person sound crew on promos, tests, location looping, second units, documentaries, industrials, educational films and when recording wild effects.

When a production is not recording audio, the Producer shall not be required to employ a Production Mixer (Y-1) nor a Microphone Boom Operator (Y-8).

It is recognized that there are other types of production that do not require a three-person sound crew. If Producer believes that any specific production, or portion thereof, does not require a three-person sound crew, it may request from the Union a waiver of this requirement. The Union will promptly consider the facts concerning the sound recording requirements for the production and, as soon as practicable thereafter, advise the Producer of its response to the Producer's request. In such consideration, the Union agrees to act in good faith and will not unreasonably withhold its waiver. If the Union agrees that a sound crew of less than three (3) persons would be appropriate, it will grant a waiver for a lesser-sized crew.

If the Union refuses to grant its waiver, the Producer shall use a three-person sound crew and may file a grievance against the Union and proceed directly to arbitration without a Step One or Step Two proceeding. If the arbitrator rules that the Union did not act in good faith or unreasonably withheld its waiver, the Union shall be liable to the Producer for the labor costs of the third person for the period of time that the Producer used the third person on the specific production or portion thereof.

107. Maintenance and Repair of Projection Equipment

Projectionists or Projection Engineers will perform the maintenance or engineering work which is subject to this Agreement on projection equipment whenever located, except as follows:

(a) Work performed consistent with the Producer's custom and practice;

(b) Work performed consistent with existing collective bargaining agreements;

(c) Work performed consistent with jurisdictional agreements which the Producer has approved;

(d) Work performed under a sales warranty agreement.

108. Occ. Code Nos. 8159, 8160 and 8162 through 8169 – Projectionists

(a) (1) Except as provided in Paragraph 12 and in subparagraph (a)(2) below, projectionists subject to this Agreement shall operate:

(i) All equipment within the projection booth;

(ii) Transparency Process equipment; and

(iii) All equipment used for projecting pictures with the exception of moviolas used for editing and/or "cutting continuity" purposes in cutting room only.

(iv) When 16mm projection equipment is used as a prop and runs clear leader only, it need not be staffed by a projectionist provided all said projection equipment is stored in the projection department and is set up and taken down by a projection engineer.

(2) A projectionist need not be assigned to the operation of a videocassette recorder (VCR) (*e.g.*, when used to view dailies or elements, whether the operation is at the machine itself or through a remote device).

(b) Laboratories

(1) No one but Projectionists shall run for customers.

(2) Release Inspectors' projection machines may be operated by Release Inspectors for the sole purpose of checking prints for dirt, scratches and other defects. The inspector viewing such prints will be the sole audience with the exception of his supervisors.

(3) Except as set forth in the letter of agreement as provided for in subparagraph (4) below, all film presented on a moving picture machine for the purpose of timing must be projected by a Projectionist, excluding electronic machines designed solely for the purpose of timing film and used as such.

(4) A separate letter of agreement between the employer and the Union covers the running of 8mm film in 8mm widths.

(c) By way of clarification, the parties agree that employees in the IATSE bargaining unit other than projectionists may operate a moviola used on a stage.

Except as stated above and in Paragraph 12, no other Laboratory personnel may operate motion picture projection equipment for any reason whatsoever.

109. <u>Stop Motion Projection Work</u>

The following provisions shall apply on Stop Motion Projection Work:

(a) All setting up and taking down of projection equipment, threading of film, focusing, adjustment of lighting and air cooling constitutes work to be performed by a Projectionist.

(b) On single frame projection, for the purpose of projecting a picture while the artist paints upon glass, the Projectionist may be dismissed after fulfilling all conditions set up in subparagraph (a) until such time as the plate is to be changed or other mechanical adjustments are to be made.

(c) At all times during photography of Stop Motion Action, a Projectionist shall be maintained on the set-up. Should there be more than one such set-up of Stop Motion Photography going on at the same time on the same set, one Projectionist may take care of the other machines.

(d) No portions of subparagraphs (b) or (c) are intended to disturb the established practice of maintaining a Projectionist on each machine when the same is being operated continuously on action projection.

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

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO, ALL OF WHICH CONSTITUTE A SINGLE MULTI-EMPLOYER BARGAINING UNIT

By: _____ Date: January 23, 2024
Carol A. Lombardini
President

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

By: _____ Date: 1/18/24
Matthew D. Loeb
International President

I.A.T.S.E. PRODUCTION SOUND TECHNICIANS, TELEVISION ENGINEERS, VIDEO ASSIST TECHNICIANS AND STUDIO PROJECTIONISTS, LOCAL 695

By: _____ Date: 1-10-2024
Scott Bernard
Business Representative

EXHIBIT "A"
Companies Represented by the AMPTP
in 2021 IATSE Negotiations

7 Friends Pictures Inc.
12:05 AM Productions, LLC
20th Century Studios, Inc.
40 North Productions, LLC
300 Pictures, Inc.
1440 Productions LLC
4423 Productions LLC
50/50 Productions, LLC

ABC Signature, LLC fka Touchstone Television Productions, LLC
ABC Studios New York, LLC
Abominable Pictures, Inc.
Academy Lighting Consultants, Inc.
Adobe Pictures, Inc.
Alameda Productions, LLC dba Legendary Alameda Productions, LLC
Alcon Entertainment, LLC
Alive and Kicking, Inc.
Ambient Sounds Productions LLC
American Film Institute (The)
Apple Studios LLC
Apple Studios Louisiana LLC
Artcraft Productions Inc.
Ascension Films Inc.
Atelier Eidos, Inc. dba Bill Hargate Costumes
Aurelian Productions, LLC

B-Cam Productions LLC
Backlight Productions LLC
Barn Burner Entertainment, Inc.
Base Light Productions LLC
Beachwood Services Inc.
Big Beach, LLC
Big Indie Pictures, Inc.
Big Ticket Television Inc.
Bigger Boat, Inc.
Bob Industries, LLC
Bonanza Productions Inc.
Bottom Dollar Productions, Inc.
Breakout Kings Productions LLC
Brightstar Fox Productions LLC
Broken Foot Productions, Inc.
Bronson Avenue LLC

Calabasas Camera
Camdrew Productions LLC
Canada Premiere Pictures Inc.
Capital Concerts, Inc.
Carnival Row Productions, LLC fka Legendary Television 1, LLC
Cartoon Network Studios, Inc.
Cast & Crew Production Payroll, LLC
Castle Rock Pictures, Inc.
CBB Productions
CBS Studios Inc.
Charlestown Productions LLC
Chime Productions, LLC
ChubbCo FilmCo
City Row Productions, Inc.
Classic Films Inc.
Clean Setz, LLC
Columbia Pictures Industries, Inc.
Consolidated Scenic Services, Inc.
Corporate Management Solutions, Inc. dba CMS Productions
CorradoMooncoin Holdings Inc.
Country Music Association, Inc.
CPT Holdings, Inc.
Cranetown Media, LLC
Create Harmony Music, Inc.
Creative Diversity, Inc.
Crown City Pictures Inc.
Cryptic Industries, LLC
Cush Light, LLC
CS West Productions, Inc.

Dae Light Media, LLC
Delta Blues Productions LLC
Derouchey Foam Works Inc.
Digital 49 Productions, Inc.
Done & Dusted Electronic, Inc.
Done & Dusted Events, Inc.
Done & Dusted Productions, Inc.
DreamWorks Animation Television Post-Production, LLC
DreamWorks Post-Production LLC
Dunnfilms, Inc.
Dutch Boy Productions, LLC
DW Dramatic Television LLC
DW SKG TV LLC
DW Studios Productions LLC
Dyminium Productions, LLC

Electric Entertainment, Inc.
EPSG Management Services
Eventvision, Inc.
Eye Animation Productions Inc.
Eye Productions Inc.

F73 Awards, Inc.
Favian Wigs Inc.
Film 49 Productions, Inc.
FilmNation Features, LLC
Focus Features Productions LLC
Fox Alternative Entertainment, LLC
Fox Studio Lot, LLC
Frank & Bob Films II, LLC
FRB Productions, Inc.
FTP Productions, LLC
Full Frontal, LLC

Gaumont Animation Studio LLC
Gemini 3 Productions, Inc.
Gimme Dat Money, LLC
Goldcrest Features, Inc.
Goodnight Industries, Inc.
Grass Skirt Digital Productions, Inc.
Green Set Inc.
Gunpowder Style LLC
GVF Productions, Inc.
GWave Productions, LLC

Hazardous Productions, LLC
HITC Productions LLC
Honors Productions, Inc.
Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
HT Project, Inc.

I Like Pie, Inc.
Independent Studio Services, LLC
Indieproduction, LLC
Irony West Corp.
Island Film Studios, LLC
It's Possible Productions, LLC

Jax Media, LLC
Jay Squared Productions LLC
JC Backings Corporation
JMX, LLC

Kapital Productions, LLC
Ken Ehrlich Productions, Inc.
Kenwood TV Productions, Inc.
Keystone TV Productions LLC
Kiki Tree Pictures Inc.

LD Entertainment Company LLC
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Lennox House Pictures Inc.
Leverage 2.0 Television Productions, Inc.
LGTV Productions, Inc.
Linear Productions LLC
Lions Gate Productions, LLC
Lippin Group (The)
Liquid Music, Inc.
LiteGear, Inc.

Louisiana Premiere Productions LLC
Love It NY Productions, Inc.

Makeready, LLC
Main Gate Productions LLC
Main Lot Productions LLC
Marilyn J. Madsen
Marvel Film Productions LLC
Marvel Picture Works LLC
Media Res Productions, LLC
Media Services Processing, LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures, Inc.
MGM Television Entertainment, Inc.
Midway Island Entertainment, Inc.
Mighty Pen, LLC
Milk Street Productions, LLC
Minassian Productions Inc.
Minim Louisiana Productions, Inc.
Minim Productions, Inc.
Moonfall Productions, Inc.
Mountainair Films Inc.
Moxie Pictures Inc.
MRC II Holdings, LP
MRC Live & Alternative, LLC
fka dick clark productions, llc
MRZ Sound Inc.
dba Martell Sound
Mutiny Pictures Inc.

Nametag Production Inc.
Netflix Animation, LLC
Netflix Productions, LLC
Netflix Studios, LLC
New Line Productions, Inc.
New Regency Productions, Inc.
Next Step Productions, LLC
Nila Inc.
Ninjutsu Pictures, Inc.
NM Talent, Inc.
NS Pictures Inc.

Olive Avenue Productions LLC
Olive Productions, LLC
Omega Cinema Props Inc.
On The Brink Productions, Inc.
One Eighty Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions Inc.

Pacific 2.1 Entertainment Group, Inc.
Paige Productions, Inc.
Palladin Productions LLC
Paradise Productions, Inc.
Parallax TV Productions LLC
Paramount Pictures Corporation
Paramount Worldwide Productions Inc.
Patch Bay Productions LLC
Peanuts Productions (USA), Inc.
Pecubu Productions, Inc.
Perdido Productions, Inc.
Picrow, Inc.
Picrow Streaming Inc.
Pitch N Sync, Inc.
Platform One Media Productions, LLC
PN Film Production, LLC
Pour Animer, LLC
Power Valley Events, Inc.
PP21 Productions LLC
Produced Bayou, Inc.
Production Partners, Inc.
Program Productions, Inc.
Proximity Productions LLC

Quest Productions, Inc.

R/H Factor, Inc.
Ralph Edwards/Stu Billet Productions
Random Pictures Inc.
Rebel Artichoke, Inc.
Red Zone Pictures, Inc.
Redemption Pictures, Inc.

Reunion 2017 LLC
Riverboat Productions, LLC
River Road Entertainment Productions, LLC
Rocart Inc.
Rose City Pictures, Inc.
Rozar Pictures, LLC
Ruff Draft Productions, LLC

S&K Pictures, Inc.
Salt Spring Media, Inc.
Salty Pictures, Inc.
Scenic Express, Inc.
Scope Productions, LLC
Screen Gems Productions, Inc.
SCV Graphic Production, Inc.
Seeker Productions Inc.
Serendipity Productions, Inc.
Serial Pictures LLC
Singular Productions LLC
Skydance Pictures, LLC
SLO Productions Inc.
Smallville Studios Inc.
Sneak Preview Productions, Inc.
Sony Pictures Studios, Inc.
South Circle Productions LLC
South Lake Audio Services, LLC
South Rock Productions LLC
Spellman Desk Co., Inc.
Stage 6 Films, Inc.
Stalwart Productions, LLC
Story Ink, Ltd.
Storybuilders, LLC
Storyteller Production Co., LLC
Stu Segall Productions, Inc.
Studio Art & Technology, LLC
SWS Productions, Inc.

Take Note, Inc.
Talk WW Production, Inc.
The Traveling Lab
Theatrical Resources, LLC
Theoretical Pictures, Inc.
Tom T. Animation, Inc.
Tomorrow Friends LLC
Touchdown Entertainment, Inc.
Tough House Productions, Inc.
TRIO Entertainment Services Group, LLC
TRIO Worldwide, LLC
Triple Point Productions LLC
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation dba 20th Television

Uncle Easy Productions, LLC
Universal Animation Studios LLC
Universal City Studios LLC
Universal Content Productions LLC
Upload Films Inc.
Upside Down Productions Inc.
Usagi Productions LLC

Vertical Hold Productions LLC

WAG Pictures Inc.
Walden Media Productions LLC
Walk by Faith Film, LLC
Walt Disney Pictures
Warner Bros. Advanced Media Services, Inc. (except IATSE Local 700/formerly Local 683)
Warner Bros. Animation Inc.
Warner Bros. Pictures
Warner Bros. Studio Operations
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Watermark Holding Company, LLC
Waveform Productions LLC
Westwind Studios, LLC
Wings Wildlife Productions Inc.
Woodridge Productions, Inc.

YNFS Productions LLC

EXHIBIT "B"

GUIDELINES REGARDING EXTENDED WORK DAYS

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

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

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

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

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

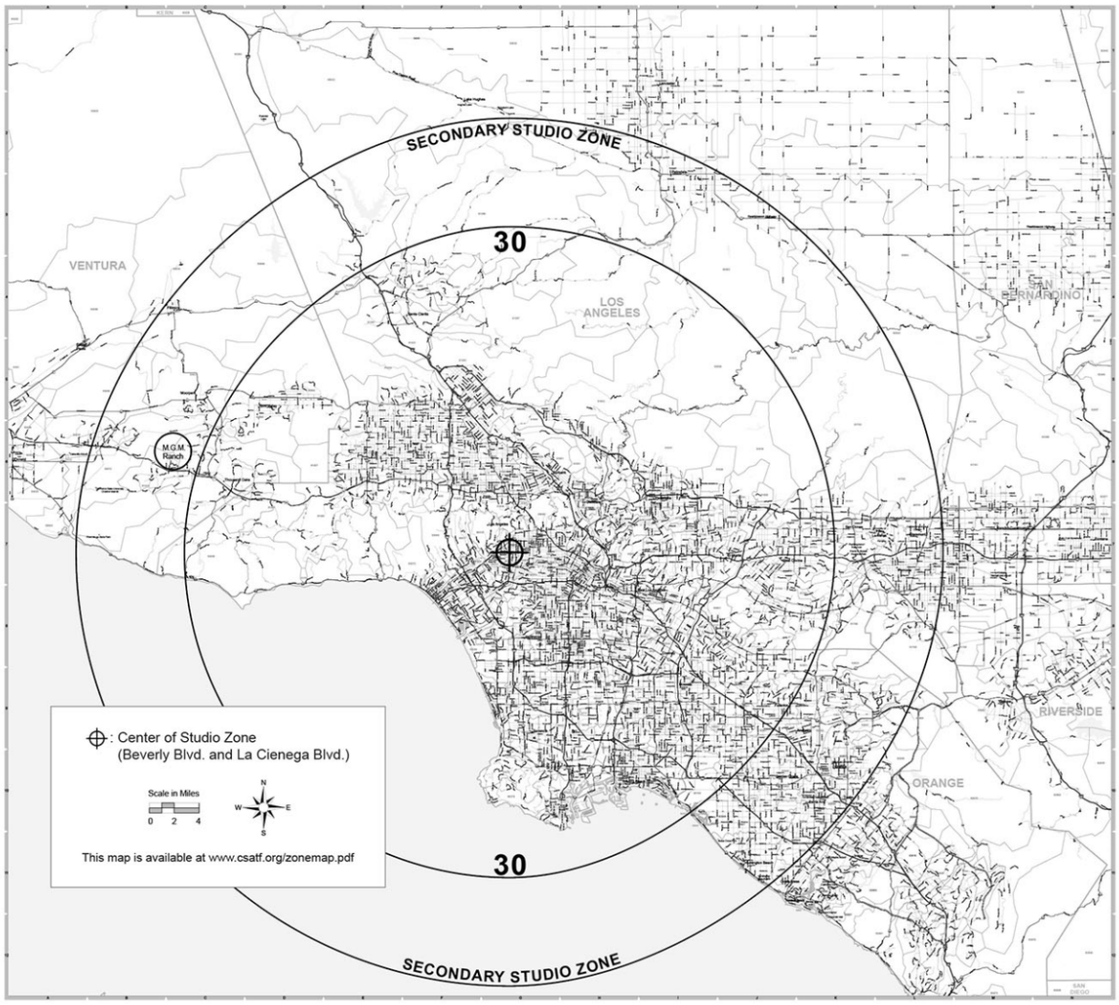
    AAA warns that drivers experiencing any of these danger signs could fall asleep at any time. AAA recommends three basic solutions - sleep, exercise and caffeine. AAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors and take a nap - even twenty minutes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

2. Any employee who believes that he/she is too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavor to find alternative means of transportation or provide a hotel room or a place to rest. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.

3. When the production company anticipates an extended work day, the employees should be encouraged to carpool.

4. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

EXHIBIT "Z"
STUDIO ZONE AND SECONDARY STUDIO ZONE MAP



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

Secondary Studio Zone Defined - The Secondary Studio Zone extends ten (10) miles from the perimeter of the Studio Zone and includes John Wayne Airport and the City of Huntington Beach in its entirety.

This map is available at www.csatf.org/zonemap.pdf.

ASSOCIATION OF MOTION PICTURE & TELEVISION PRODUCERS INC.
8480 BEVERLY BOULEVARD
HOLLYWOOD, CALIFORNIA 90048
653-2200

May 20, 1981

Mr. Jim Osburn
Business Representative
International Sound Technicians, Cinetechnicians
and Television Engineers of the Motion Picture
and Television Industries, Local 695, I.A.T.S.E.
11331 Ventura Blvd., Suite 200
Studio City, CA 91604

Dear Mr. Osburn:

It is recognized by the parties that a sound technician or television engineer shall be assigned to the maintenance and operation of videotape equipment. Such agreement shall not be intended to require the assignment of a sound technician or television engineer for the express purpose of operating such equipment to view "dailies".

By _____
For the Motion Picture Industry
Multi-Employer Bargaining Committee

By _____

I.A.T.S.E. & M.P.M.O.

By _____ 5-18-81
Local #695 of I.A.T.S.E. & M.P.M.O.

Sideletter No. 1

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

J. NICHOLAS COUNTER III
PRESIDENT

As of August 1, 1988

Mr. Jim Osburn
Executive Director
International Sound Technicians
Local #695, I.A.T.S.E.
11331 Ventura Blvd., Suite 200
Studio City, CA 91604

Dear Jim:

As a result of the 1988 negotiations between Local #695, I.A.T.S.E. and the Producers represented by the AMPTP, the following agreement was reached with respect to job advancement:

The parties agree that the Employer may maintain an on-the-job advancement program to train employees for work in the Y-1 classification. Such employee shall be paid at not less than the rate applicable to his or her classification (but in no event less than the Y-9 wage rate), under the following conditions and limitations:

(A) The Employer shall notify Local #695 in writing of the trainees employed for on-the-job advancement, including the days involved. Such notice shall be forwarded to the Union office not less than ten (10) days after commencing said training.

(B) The aggregate number of training work days shall not exceed a total of ninety (90) days within an overall period of twelve (12) consecutive months. The on-the-job advancement may be extended an additional thirty (3) days by mutual agreement between the Union and the Employer.

(C) All such trainees shall be under direct supervision and not displace qualified technicians.

Sincerely,

J. Nicholas Counter III

JNC:sjk

Sideletter No. 2

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

J. NICHOLAS COUNTER III
PRESIDENT

September 20, 1989

James Osburn
International Sound Technicians
Local #695
11331 Ventura Boulevard, Suite 201
Studio City, California 91604

Re: Local #695 Industry Experience Roster

Dear Jim:

Paragraph 68(a) of the Local #695 Agreement provides that the bargaining parties will periodically re-examine the number of people in the Journeyman classification of the Local #695 Industry Experience Roster. Our recent examination reveals an insufficient number of qualified available persons in the Journeyman classification to meet the needs of the motion picture industry. As a means of filling that need, the parties have agreed upon the following:

(a) Effective as of September 1, 1989, any person who has one hundred (100) days of work experience in any of the classifications covered by the Local #695 Agreement in the motion picture, television or broadcast industries, which experience was gained within the last three (3) years immediately preceding the date such person applied for placement on the Industry Experience Roster, shall be entitled to placement on the Industry Experience Roster in the appropriate classification. The work experience required for placement on the Industry Experience Roster may be satisfied by employment with Companies signatory to the IATSE Basic Agreement and/or with non-signatory companies. All such work experience must be performed in the United States and/or Canada in connection with motion pictures of the type covered under the Local #695 Agreement, the Videotape Supplement or work in the commercial field covered by the Commercial Supplement.

(b) The parties shall work out reasonable work experience verification procedures for CSATF to apply in administering this provision.

(c) Within the first nine (9) months after implementation of this roster provision, the ten (10) day time period within which the Union may protest the placement of any person on the Industry Experience Roster shall be waived. However, during this period, protests shall be filed no later than sixty (60) days after CSATF advises the Union of its intention to place a person on the Industry Experience Roster. Thereafter, in the event CSATF advises the Union of its intention to place a large number of persons on the Industry Experience Roster within a short period of time, the Local Union shall have thirty (30) days within which to protest such placements.

(d) The existing thirty (30) day work experience requirement governing eligibility for roster placement of persons employed by Producers who have consented to be part of the multi-employer unit shall be retained.

Please signify your concurrence with the foregoing by signing the enclosed additional copy of this letter in the space reserved for your signature and returning it to me at your earliest convenience. As soon as I have received same, I will ask CSATF to implement our agreement.

Sincerely,

J. Nicholas Counter III

J. Nicholas Counter III

JNC:sjk
Enclosure

ACCEPTED AND AGREED:

James Osburn

cc: Alfred W. DiTolla
Harry Floyd
Richard Jarrard
Alliance Bargaining Committee

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

J NICHOLAS COUNTER III
PRESIDENT

As of August 1, 1990

Frank Meadows
Business Representative/Executive Director
International Sound Technicians
Local #695, I.A.T.S.E.
11331 Ventura Blvd., Suite 200
Studio City, CA 91604

Dear Frank:

Reference is made to the sideletter dated May 20, 1981 signed by Billy H. Hunt on behalf of the Motion Picture Industry Multi-Employer Bargaining Committee, on the one hand, and by Walter Diehl and James Osburn, on behalf of the IATSE and Local #695, respectively, on the other hand.

Questions have been raised with respect to the interpretation of the second sentence of that sideletter. The parties have therefore agreed upon the following clarification. The second sentence of that sideletter shall not be construed to require the employment of a projectionist to operate videotape equipment used to view "dailies" on location.

Sincerely,

J. Nicholas Counter III

JNC:sjk

ACCEPTED AND AGREED:

Frank Meadows

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2015
Renewed as of August 1, 2018
Renewed as of August 1, 2021

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: <u>Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable)</u>

Dear Matt:

This will memorialize the agreement reached in the 2015 negotiations, and renewed in the 2018 and 2021 negotiations, to apply the special conditions set forth herein to pre-production and production of the following dramatic television motion pictures (other than a pilot or series made for basic cable), which are committed to be produced in Los Angeles:

(1) One-half hour and one-hour pilots; and

(2) One-hour episodic television series, the production of which commences on or after August 1, 1993.

The special conditions applicable to such programs are:

a. <u>Wages</u> – For pilots and the first two (2) production seasons of any series, the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply (*e.g.*, during the period August 1, 2021 to July 30, 2022, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply); thereafter, the wage rates in the Local Agreements shall apply.

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

c. Holidays Not Worked - No unworked holiday pay shall be payable for a pilot and the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Local Agreements; thereafter, the unworked holiday provisions in the Local Agreements shall apply.

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

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

f. Transportation Allowance - With respect to employees reporting to a "studio zone location," as described in the Basic Agreement and Local Agreements, Producer shall not be required to pay a transportation allowance to any employee who travels to any location in Los Angeles County within a ten (10) mile radius from a point to be determined by the Producer. Producer shall give prior notice to the IATSE of the point so designated. Such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a transportation allowance will be paid pursuant to the Basic Agreement and/or Local Agreements. Secured parking will be provided at such locations in accordance with the Basic Agreement and Local Agreements.

g. Interchange - Producer shall select employees with the applicable primary skill and "on production" IATSE personnel will be interchangeable in performing bargaining unit work within the IATSE crafts based upon the Videotape Agreement concept.

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

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

Matthew D. Loeb
International President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2021

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

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)

Dear Matt:

This will confirm the agreement reached by the ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, on behalf of the Producers listed in the 2018 Producer-I.A.T.S.E. Basic Agreement (hereinafter referred to individually as "the Producer") and INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO ("IATSE").

WHEREAS the Producer is a signatory party to the Producer-I.A.T.S.E. Basic Agreement of 2021 and the West Coast Studio Local Agreements; and

WHEREAS special conditions exist regarding productions of made-for-television long-form programs, and of long-form motion pictures made for the videocassette/DVD market which are budgeted at $9,000,000 or less, as further described below, concerning whether such programs or motion pictures will be produced by the Producer; and

WHEREAS special conditions exist in order to preserve and maintain employment for IATSE members;

THEREFORE, it is agreed as follows:

1. This sideletter and its special conditions shall apply to those made-for-television long-form projects (movies-of-the-week, mini-series and two (2) hour pilots,

provided that no commitment for a series is attached to the pilot order[*]), as well as to long-form motion pictures made for the videocassette/DVD market which are budgeted at $9,000,000 or less, which are produced by the Producer in Los Angeles during the term of the 2018 IATSE Basic Agreement. Additionally, for made-for-home video productions budgeted at no more than $12,000,000, Producer may elect to use the terms of the Low Budget Theatrical Agreement as provided in the Sideletter re Made-For-Home Video Productions.

2. All of the terms and conditions of the IATSE Basic Agreement of 2021 and the West Coast Studio Local Agreements shall apply, except as provided in the special conditions in this sideletter.

3. These special conditions shall not apply to any post-production work on the productions covered hereunder, and all post-production and lab work shall be performed in accordance with the IATSE Basic Agreement of 2021 and the West Coast Studio Local Agreements.

4. The roster provisions of the IATSE Basic Agreement and the West Coast Local Agreements are fully applicable; however, prospective employees are free to accept or refuse a call to work on any production covered hereunder and any refusal to accept a call will not count as a refusal under the roster provisions of Paragraph 68 of the applicable Local Agreements.

5. The special conditions applicable to the productions covered hereunder are:

(i) (A) Notwithstanding any wage rate changes made in the future in the Basic Agreement and the West Coast Local Agreements, wages are as listed on the attached "Made for Television Long-Form Agreement Rate Schedules."

(B) It is the good faith intention of Producer that an employee (other than an employee engaged as Local #44 "Construction Labor" or Local #729 "Set Painter") who works in a pay classification for which a weekly wage rate has not been specified in the applicable Local Agreement (e.g., Production Painter in Local #729, Grip in

[*] If there is a firm commitment for a series at the time the two (2) hour pilot is ordered, the Sideletter entitled "Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (other than Pilots or Series Made for Basic Cable)" shall apply.

Local #80, and Lamp Operator and Lighting Technician in Local #728) and who is employed and paid at the weekly wage rate is being engaged to perform the required work within the classification for all the time that particular work is needed on the project (e.g., Producer expects at the time of hiring to utilize a grip for all three (3) weeks on which grip work is needed during a four (4) week shoot). Otherwise, the applicable hourly or daily rate shall be paid for these classifications. This shall not be construed to be a run-of-the-show guarantee.

However, an employee in the "Construction Labor" and "Set Painter" craft and classifications on pre-production, for which the Local Agreement does not provide for a weekly salary, shall be hired only as a daily employee.

Any allegation of improper application of the above shall be promptly reviewed by representatives of the affected Local(s), the IATSE International Office and the Labor Relations Department of Producer before filing any grievances on the matter.

(ii) Staffing will be fully interchangeable with the following crew:

- Art Director (1)
- Camera (4)
- Set Construction as needed
- Grip Operations (4)
- Craft Services (1)
- Production Painter as needed
- First Aid as needed
- Make-up and Hair Stylist (1 each)
- Sound (¶106 of the Local #695 Agreement is applicable)
- Greensperson
- Electrical Operations (4)
- Special Effects as needed
- Set Dressing (3)
- Props (2)
- Wardrobe (2)
- Script Supervisor (1)
- Set Designer as needed

(iii) Overtime will be paid at the rate of time and one-half after eight (8) hours worked, except that daily overtime for Script Supervisors shall be paid as provided in the Local #871 Agreement (i.e., time and one-half after six (6) hours); double time, when applicable, to be paid after fourteen (14) elapsed hours. Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.

(iv) Meal periods - The time for breaking for the meal period may be extended by up to one-half hour beyond the time specified in the Local Agreements without penalty at the request of the Director. Notice for such a delayed break must be given no later than one (1) hour before the meal period and the extension may not be scheduled.

(v) Producer will not be required to pay the percentage of salaries for the specified contractual holidays; however, any employee working on such holiday will be paid double time. Weekly employees will be paid for any holiday not worked during their period of employment.

(vi) Producer will not be required to pay the percentage of salaries as vacation pay.

(vii) Producer will not be required to pay any transportation allowance, such as specified in Paragraphs 21(c) and 22(b)(2) of the West Coast Studio Local Agreements.

(viii) An employee hired as a weekly employee shall be paid a full week's pay. Producer will not prorate the weekly rate for the purpose of paying the employee on a daily rate or fractional weekly basis, unless the employee elects not to perform the full week's work (e.g., the employee, hired for a week, works three days and quits).

6. Prior to actual employment, Producer shall inform and provide written information to each employee to be hired of the special conditions applicable to the production.

7. Producer will provide to the appropriate West Coast Studio Locals the name of the project and, upon request, the names and classifications of the employees who will be employed under the special conditions of this Sideletter.

8. The following additional special terms and conditions shall apply only to two (2) hour pilots for which there is no series commitment at the time the pilot is ordered and which are produced under the terms of this Sideletter.

(i) Producer agrees to produce all future episodes resulting from the two (2) hour production under the episodic television provisions of the IATSE Basic Agreement in Los Angeles County or immediate areas, provided that when the series is required to be produced outside Los Angeles County or immediate areas due to creative reasons only, employment of a majority of the crew from Los Angeles County (or if the episodes are made in one of the "IATSE production cities") will satisfy this condition.

(ii) When the series is based in Los Angeles County, the Producer may do location work outside of Los Angeles County on isolated episodes and employ portions of the crew from Los Angeles County without the number constituting a majority of the crew from Los Angeles County.

(iii) If principal photography of the first episode commences within seventy (70) days of completion of principal photography of the two (2) hour long-form television production, the Producer shall retroactively pay to the IATSE-represented employees who worked on the two-hour television production the wages set forth in the episodic television provisions of the Basic Agreement.

(iv) The AMPTP and the IATSE shall appoint a joint committee to review and monitor any issues relating to the above.

9. The following additional special terms and conditions shall apply only to long-form motion pictures made for the videocassette/DVD market which are budgeted at $9,000,000 or less and which the Producer has elected to cover under the terms of this Sideletter, rather than under the terms of the Low Budget Theatrical Agreement:

(i) The IATSE shall have the right to audit any such production to ensure that its budget falls within the aforementioned limitation. If the budget cap is exceeded, the wages, terms and conditions of the Basic Agreement shall apply.

(ii) "Behind-the-scenes" shots, when done by the signatory company for such productions, shall also be covered under the terms of this sideletter.

The IATSE agrees to meet and negotiate on a production-by-production basis with respect to new one-hour episodic television series for which the pattern budget does not exceed $1,300,000 in direct costs of production per episode. This approach will allow the parties to tailor the agreement to the specific needs of the production and, thus, is more likely to achieve the goal of encouraging low budget one-hour series production to be done in Los Angeles.

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

Matthew D. Loeb
International President

MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE
EFFECTIVE AUGUST 1, 2021 THROUGH JULY 30, 2022

Long-Form Rates 8/1/21 - 7/30/22		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	$3,224.06			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	2,064.00	$51.60	$477.28	$59.66
1804	First Assistant Camera	1,887.60	47.19	436.40	54.55
1805	Second Assistant Camera	1,711.20	42.78	395.60	49.45
1806	Still Photographer	1,826.80	45.67	422.56	52.82
1847	Film Loader	1,485.60	37.14	343.12	42.89
1807	Construction Coordinator - on call	2,764.37			
1808	Construction Labor			315.84	39.48
1809	Construction Foreman	1,476.80	36.92	341.04	42.63
1810	Key Grip	1,658.80	41.47	383.28	47.91
1811	Best Boy - Grip	1,507.60	37.69	320.80	40.10
1812	Company Grip	1,474.40	36.86	315.84	39.48
1813	Dolly Grip	1,507.60	37.69	320.80	40.10
1814	Crafts Service - on call	1,947.12			
1815	Crafts Service	1,272.40	31.81	293.44	36.68
1816	Production Painter	1,658.80	41.47	383.28	47.91
1817	Set Painter			315.84	39.48
1849	Sign Writer			432.24	54.03
1818	Chief Lighting Technician	1,658.80	41.47	383.28	47.91
1819	Assistant Chief Lighting Technician	1,507.60	37.69	320.80	40.10
1821	Electrical Lighting Technician	1,474.40	36.86	315.84	39.48
1822	Chief Rigging Technician	1,507.60	37.69	320.80	40.10
1823	Special Effects	1,658.80	41.47	383.28	47.91
1824	Assistant Special Effects			315.84	39.48
1825	Set Decorator - on call	2,764.37			
1826	Lead Person	1,474.40	36.86	315.84	39.48
1827	Swing Gang			294.88	36.86
1828	Prop Master	1,658.80	41.47	383.28	47.91
1829	Assistant Prop Master	1,390.00	34.75	320.80	40.10
1830	Costume Designer - on call	2,560.19			
1831	Assistant Costume Designer - on call	2,100.35			
1832	Key Costumer	1,377.60	34.44	317.92	39.74
1833	Costumer	1,260.00	31.50	290.72	36.34
1865	Costume Manufacturer	1,260.00	31.50	290.72	36.34
1834	Make-Up Department Head	1,746.40	43.66	403.84	50.48
1835	Assistant Make-Up Department Head	1,535.60	38.39	354.56	44.32
1836	Hair Stylist Department Head	1,535.60	38.39	354.56	44.32
1837	Hair Stylist	1,370.00	34.25	315.84	39.48

Sideletter No. 6

Long-Form Rates 8/1/21 - 7/30/22		Weekly*	Hourly	Daily*	Hourly
1838	Sound Mixer	$2,124.40	$53.11	$491.68	$61.46
1839	Boom Operator	1,887.60	47.19	436.40	54.55
1840	Welfare Worker/Teacher	1,696.40	42.41	392.24	49.03
1841	First Aid	1,370.00	34.25	315.84	39.48
1842	Other Technical Person	1,711.20	42.78	395.60	49.45
1843	Other Stagecraft Person	1,370.00	34.25	315.84	39.48
1844	Script Supervisor#	1,404.00	35.10	364.59	40.51
1850	Teleprompter Operator	1,496.80	37.42	318.80	39.85
1845	Set Designer	1,763.60	44.09	407.44	50.93
1846	Scenic Artist	1,834.80	45.87	424.08	53.01
1899	All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

Script Supervisor Preparation Pay:
60 Minute Program - $1,070.55
90 Minute Program - $2,141.10
120 Minute Program - $3,425.76

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE
EFFECTIVE JULY 31, 2022 THROUGH JULY 29, 2023

Long-Form Rates 7/31/22 - 7/29/23		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	$3,320.78			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	2,126.00	$53.15	$491.60	$61.45
1804	First Assistant Camera	1,944.40	48.61	449.52	56.19
1805	Second Assistant Camera	1,762.40	44.06	407.44	50.93
1806	Still Photographer	1,881.60	47.04	435.20	54.40
1847	Film Loader	1,530.00	38.25	353.44	44.18
1807	Construction Coordinator - on call	2,847.30			
1808	Construction Labor			325.28	40.66
1809	Construction Foreman	1,521.20	38.03	351.28	43.91
1810	Key Grip	1,708.40	42.71	394.80	49.35
1811	Best Boy - Grip	1,552.80	38.82	330.40	41.30
1812	Company Grip	1,518.80	37.97	325.28	40.66
1813	Dolly Grip	1,552.80	38.82	330.40	41.30
1814	Crafts Service - on call	2,005.53			
1815	Crafts Service	1,310.40	32.76	302.24	37.78
1816	Production Painter	1,708.40	42.71	394.80	49.35
1817	Set Painter			325.28	40.66
1849	Sign Writer			445.20	55.65
1818	Chief Lighting Technician	1,708.40	42.71	394.80	49.35
1819	Assistant Chief Lighting Technician	1,552.80	38.82	330.40	41.30
1821	Electrical Lighting Technician	1,518.80	37.97	325.28	40.66
1822	Chief Rigging Technician	1,552.80	38.82	330.40	41.30
1823	Special Effects	1,708.40	42.71	394.80	49.35
1824	Assistant Special Effects			325.28	40.66
1825	Set Decorator - on call	2,847.30			
1826	Lead Person	1,518.80	37.97	325.28	40.66
1827	Swing Gang			303.76	37.97
1828	Prop Master	1,708.40	42.71	394.80	49.35
1829	Assistant Prop Master	1,431.60	35.79	330.40	41.30
1830	Costume Designer - on call	2,637.00			
1831	Assistant Costume Designer - on call	2,163.36			
1832	Key Costumer	1,418.80	35.47	327.44	40.93
1833	Costumer	1,298.00	32.45	299.44	37.43
1865	Costume Manufacturer	1,298.00	32.45	299.44	37.43
1834	Make-Up Department Head	1,798.80	44.97	415.92	51.99
1835	Assistant Make-Up Department Head	1,581.60	39.54	365.20	45.65
1836	Hair Stylist Department Head	1,581.60	39.54	365.20	45.65
1837	Hair Stylist	1,411.20	35.28	325.28	40.66

Sideletter No. 6

Long-Form Rates 7/31/22 - 7/29/23	Weekly*	Hourly	Daily*	Hourly
1838 Sound Mixer	$2,188.00	$54.70	$506.40	$63.30
1839 Boom Operator	1,944.40	48.61	449.52	56.19
1840 Welfare Worker/Teacher	1,747.20	43.68	404.00	50.50
1841 First Aid	1,411.20	35.28	325.28	40.66
1842 Other Technical Person	1,762.40	44.06	407.44	50.93
1843 Other Stagecraft Person	1,411.20	35.28	325.28	40.66
1844 Script Supervisor#	1,446.00	36.15	375.57	41.73
1850 Teleprompter Operator	1,541.60	38.54	328.40	41.05
1845 Set Designer	1,816.40	45.41	419.68	52.46
1846 Scenic Artist	1,890.00	47.25	436.80	54.60
1899 All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

Script Supervisor Preparation Pay:
60 Minute Program - $1,102.58
90 Minute Program - $2,205.15
120 Minute Program - $3,528.24

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

Sideletter No. 6

MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE
EFFECTIVE JULY 30, 2023 THROUGH JULY 31, 2024

Long-Form Rates 7/30/23 - 7/31/24		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	$3,420.40			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	2,189.60	$54.74	$506.32	$63.29
1804	First Assistant Camera	2,002.80	50.07	463.04	57.88
1805	Second Assistant Camera	1,815.20	45.38	419.68	52.46
1806	Still Photographer	1,938.00	48.45	448.24	56.03
1847	Film Loader	1,576.00	39.40	364.08	45.51
1807	Construction Coordinator - on call	2,932.72			
1808	Construction Labor			335.04	41.88
1809	Construction Foreman	1,566.80	39.17	361.84	45.23
1810	Key Grip	1,759.60	43.99	406.64	50.83
1811	Best Boy - Grip	1,599.20	39.98	340.32	42.54
1812	Company Grip	1,564.40	39.11	335.04	41.88
1813	Dolly Grip	1,599.20	39.98	340.32	42.54
1814	Crafts Service - on call	2,065.70			
1815	Crafts Service	1,349.60	33.74	311.28	38.91
1816	Production Painter	1,759.60	43.99	406.64	50.83
1817	Set Painter			335.04	41.88
1849	Sign Writer			458.56	57.32
1818	Chief Lighting Technician	1,759.60	43.99	406.64	50.83
1819	Assistant Chief Lighting Technician	1,599.20	39.98	340.32	42.54
1821	Electrical Lighting Technician	1,564.40	39.11	335.04	41.88
1822	Chief Rigging Technician	1,599.20	39.98	340.32	42.54
1823	Special Effects	1,759.60	43.99	406.64	50.83
1824	Assistant Special Effects			335.04	41.88
1825	Set Decorator - on call	2,932.72			
1826	Lead Person	1,564.40	39.11	335.04	41.88
1827	Swing Gang			312.88	39.11
1828	Prop Master	1,759.60	43.99	406.64	50.83
1829	Assistant Prop Master	1,474.40	36.86	340.32	42.54
1830	Costume Designer - on call	2,716.11			
1831	Assistant Costume Designer - on call	2,228.26			
1832	Key Costumer	1,461.20	36.53	337.28	42.16
1833	Costumer	1,336.80	33.42	308.40	38.55
1865	Costume Manufacturer	1,336.80	33.42	308.40	38.55
1834	Make-Up Department Head	1,852.80	46.32	428.40	53.55
1835	Assistant Make-Up Department Head	1,629.20	40.73	376.16	47.02
1836	Hair Stylist Department Head	1,629.20	40.73	376.16	47.02
1837	Hair Stylist	1,453.60	36.34	335.04	41.88

Sideletter No. 6

Long-Form Rates 7/30/23 - 7/31/24	Weekly*	Hourly	Daily*	Hourly
1838 Sound Mixer	$2,253.60	$56.34	$521.60	$65.20
1839 Boom Operator	2,002.80	50.07	463.04	57.88
1840 Welfare Worker/Teacher	1,799.60	44.99	416.16	52.02
1841 First Aid	1,453.60	36.34	335.04	41.88
1842 Other Technical Person	1,815.20	45.38	419.68	52.46
1843 Other Stagecraft Person	1,453.60	36.34	335.04	41.88
1844 Script Supervisor#	1,489.20	37.23	386.82	42.98
1850 Teleprompter Operator	1,588.00	39.70	338.24	42.28
1845 Set Designer	1,870.80	46.77	432.24	54.03
1846 Scenic Artist	1,946.80	48.67	449.92	56.24
1899 All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

Script Supervisor Preparation Pay:
60 Minute Program - $1,135.52
90 Minute Program - $2,271.03
120 Minute Program - $3,633.65

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2012

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: Made-For-Home Video Productions

Dear Matt:

This will memorialize the agreement reached in the 2012 negotiations that a Producer may elect, on a production-by-production basis, to use the terms of either the Long-Form Television Sideletter or the Theatrical Low Budget Agreement for employees employed under the Basic Agreement on made-for-home video productions; provided, however, a Producer electing the Theatrical Low Budget Agreement: (1) shall not be entitled to use the Ultra Low Budget provisions thereof, and, instead, Tier One shall apply to all made-for-home video productions budgeted at $5 million or under; and (2) shall pay the applicable Production Cities rates to employees represented by Locals 600, 700 and 800, even if those employees are employed outside the Production Cities.

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

Matthew D. Loeb
International President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2015

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: Productions Made for Basic Cable

Dear Matt:

The following terms and conditions shall apply to productions made for basic cable:

Employees working on the pilot or first season of any series produced for basic cable shall be subject to the terms and conditions of the Sideletter re Special Conditions for Long-Form Television Motion Pictures. Employees working on the second and subsequent seasons of any such series shall be subject to the terms and conditions of the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series to the Agreement (except that the reference in subparagraph a. of that Sideletter to "the first two (2) production seasons" shall be changed to "the second and third production seasons" and the references in subparagraphs b. and c. of that Sideletter to "the first year" and "the second year" shall be changed to "the second year" and "the third year," respectively).

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

Matthew D. Loeb
International President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2015;
Renewed as of August 1, 2018
Revised as of August 1, 2021

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: Sideletter to the 2021 Producer–IATSE Basic Agreement re Productions Made for New Media

Dear Matt:

During the 2015 negotiations, the parties agreed to reprint the Sideletter to the 2015 Producer–IATSE Basic Agreement re Productions Made for New Media in the West Coast Studio Local Agreements for convenience only. By so doing, the parties did not intend to change the meaning or effect of or alter the interpretation of the Sideletter.

The parties have agreed to reprint in this Agreement (as Exhibit 1) the Sideletter to the 2021 Producer–IATSE Basic Agreement re Productions Made for New Media based on the same understanding. Appendix B contains the minimum wage rates for classifications covered by Local #695 on certain High Budget SVOD Programs described in Paragraph G. (4) of the Sideletter to the 2021 Producer-IATSE Basic Agreement re Productions Made for New Media.

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

Matthew D. Loeb
International President

EXHIBIT 1

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

Revised as of August 1, 2021

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: Productions Made for New Media

Dear Matt:

This Sideletter to the Producer – IATSE Basic Agreement of 2021[1] confirms the understanding of the International Alliance of Theatrical Stage Employees (hereinafter "the IATSE"), on behalf of itself and its West Coast Studio Local Unions, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers it represented in the negotiations for a successor agreement to the 2018 Producer – IATSE Basic Agreement (hereinafter collectively "the parties"), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Producer – IATSE Basic Agreement (hereinafter "the Basic Agreement")[2] that are made for the Internet, mobile devices, or any other new media platform in existence as of August 1, 2009 (hereinafter collectively referred to as "New Media").[3] With respect to such productions intended for initial use in new media, the parties agree as follows:

---

[1] For convenience only, and without intending to change the meaning or effect of or alter the interpretation of this Sideletter to the Basic Agreement, the parties agree to reprint this Sideletter in the West Coast Studio Local Agreements.

[2] Such entertainment motion pictures do not include non-dramatic programs and non-prime time dramatic programs which are instead covered under the Producer - I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement (hereinafter "the Videotape Agreement").

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

A. Recognition

The Producer recognizes the IATSE as the exclusive bargaining representative of employees employed in the job classifications covered by the West Coast Studio Local Agreements (hereinafter "the West Coast Studio Local Agreements") within the geographic scope of the applicable West Coast Studio Local Agreement on entertainment motion pictures of the type traditionally covered under the Basic Agreement, other than those covered under the Videotape Agreement, which are intended for initial exhibition in New Media, but excluding news, sports, documentaries and "Experimental New Media Productions," as that term is defined below.

B. Coverage

Coverage shall be at the Producer's option with respect to "Experimental New Media Productions." Should the Producer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D.(1) below, shall apply.

An "Experimental New Media Production" is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) $15,000 per minute of program material as exhibited, and (b) $300,000 per single production as exhibited, and (c) $500,000 per series of programs produced for a single order; and (2) on which fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of, an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers television productions as well as productions made for new media. With respect to any employee working within the geographic scope of the Basic or Videotape Agreement, such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement, or on New Media productions covered under this Sideletter or the corresponding Sideletter in the Videotape Agreement.[4] With respect to any employee working in the respective classifications and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such Agreement and/or on New Media productions covered under any such Agreement.[5] Notwithstanding the preceding two sentences, in determining whether fewer

[4, 5] The Producer shall be entitled to rely on the representation of the employee as to whether he or she meets the "thirty (30) or more days of work experience within the last three (3) years " requirement.

than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers' room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping, regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

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

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

Producer shall use reasonable efforts to notify the IATSE that it intends to cover an "Experimental New Media Production" by the start of principal photography.

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

A "Derivative New Media Production" is a production made for New Media based on an existing television motion picture covered by the Basic Agreement, other than a non-dramatic or non-prime time dramatic program covered under the Videotape Agreement, that was produced for "traditional" media – *e.g.*, a free television, basic cable or pay television motion picture ("the source production") – and is otherwise included among the types of motion pictures traditionally

covered by the Basic Agreement, but is not a non-dramatic program or non-prime time dramatic program covered under the Videotape Agreement.

Employees may be employed by a Producer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative Production shall be considered part of the workday for the employees on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production.

All other terms and conditions, including benefits, shall continue as if the employee were continuing to work on the source production.

In all other situations, terms and conditions of employment for a Derivative New Media Production (other than a derivative High Budget SVOD Program, the terms and conditions of employment for which are provided in Paragraph G.) 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.

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 "Low Budget SVOD Program" as defined in Paragraph D.(2)(b) below, a "Mid-Budget SVOD Program" as defined in Paragraph D.(3) below and other than an Original "High Budget SVOD Program" as defined in Paragraph G.(2) 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) **Low Budget SVOD Programs**

(a) The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to "Legacy" Low Budget SVOD program or series, which are defined as:

(i) any program or series that would otherwise qualify as a "Low 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, 2022; or

(ii) any program or series that would otherwise qualify as a "Low 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, 2022, if

such program or series were 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, 2022.

However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2022.

Any "Legacy" Low Budget SVOD 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, 2022 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).[6]

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) **Low Budget SVOD Programs Defined**

The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to covered original, live action dramatic new media productions (other than an "Experimental New Media Production") made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter "**Low Budget SVOD Programs**"):

Length of Program as Initially Exhibited*	"Low Budget" Threshold
20-35 Minutes	Less than $900,000
36-65 Minutes	Less than $1,750,000
66 Minutes or more	Less than $2,100,000

[6] In the event that Producer asserts that a program or series is a "Legacy" program 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.

* 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 Low 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 Low Budget SVOD Program is produced, except that:

(i) Employees employed on a Low 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 July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply);

(ii) Paragraph 3 of the Long-Form Sideletter shall not apply. Post-production employees employed on a Low-Budget SVOD Program shall be paid at the wage rates set forth in Paragraph 3 of Appendix B to the Sideletter re: Sideletter to the 2021 Producer-IATSE Basic Agreement re Productions Made for New Media in the Local #700 (Majors) Agreement for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply);

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

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

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

(3) **Mid-Budget SVOD Programs**

(a) The terms and conditions set forth in this Paragraph D.(3) shall not apply to any program or series that continues in production on or after November 21, 2021 and which qualified as a "Legacy"[7] Mid-Budget SVOD Program or series, and continues to qualify as a

[7] During the 2021 negotiations, the parties agreed as a matter of housekeeping to rename "grandfathered" Mid-Budget SVOD Programs and series as "Legacy" Mid-Budget SVOD Programs and series.

"Legacy" Mid-Budget SVOD Program or series, pursuant to Paragraph D.(2)(a)(i) or (ii) of the Sideletter re Productions Made for New Media to the 2018 Basic Agreement.

In addition, the terms and conditions set forth in this Paragraph D.(3) shall not apply to a Mid-Budget SVOD Program or episodes of a Mid-Budget SVOD series, the principal photography of which commences on or after November 21, 2021 pursuant to a license agreement entered into prior to November 21, 2021.[8] Paragraph D.(2) of the Sideletter re Productions Made for New Media to the 2018 Basic Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2021 negotiations.

(b) **Mid-Budget SVOD Programs Defined**

The terms and conditions set forth in Paragraph D.(3)(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"**):

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

[8] If the licensee orders additional Mid-Budget SVOD Programs or episodes of a Mid-Budget SVOD series, the principal photography of which will commence on or after November 21, 2021, pursuant to a license agreement entered into prior to November 21, 2021, 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 Mid-Budget SVOD Program or episodes of the Mid-Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2021 Basic Agreement. In the event that Producer asserts that a Mid-Budget SVOD Program qualifies as a "Legacy" Mid-Budget SVOD Program under the provisions of the second paragraph of Paragraph D.(3)(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.

* 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.(3), 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 Long-Form Sideletter, regardless of where such Mid-Budget SVOD Program is produced, except that:

(i) 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 prior to the period in question (*e.g.*, during the period August 1, 2021 to July 30, 2022, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). Effective July 31, 2022, such employees shall be paid at the wage rates set forth in the "Made for Television Long-Form Agreement Rate Schedules" for the applicable time period;

(ii) 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 Paragraph 3 of Appendix B to the Sideletter re: Sideletter to the 2021 Producer-IATSE Basic Agreement re Productions Made for New Media in the Local #700 (Majors) Agreement for the period prior to the period in question (*e.g.*, during the period August 1, 2021 to July 30, 2022, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). Effective July 31, 2022, post-production employees employed on a Mid-Budget SVOD program shall be paid at the wage rates set forth in Paragraph 3 of Appendix B to the Sideletter re: Sideletter to the 2021 Producer-IATSE Basic Agreement re Productions Made for New Media in the Local #700 (Majors) Agreement for the applicable time period;

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

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

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

E. Other Provisions for New Media Productions (Other than a "High Budget SVOD Program")

(1) Union Security

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

The Union acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of the IATSE or the applicable Local Union hereunder.

(2) Pension, Health and Individual Account Plans

On covered New Media Productions budgeted at $25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), Producer's only obligation hereunder shall be to make contributions to the Active Health Fund, as required by Article XII of the Basic Agreement, and to the Retired Employees Fund, as required by Article XIV of the Basic Agreement, on behalf of each employee employed under the terms of this Sideletter.

On New Media Productions budgeted at more than $25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), or when employees are assigned by the Producer to a Derivative New Media Production as part of their regular workday on the source production, Producer shall be obligated to make pension, health and Individual Account Plan contributions in accordance with the provisions of Articles XII, XIII, XIIIA. and XIV of the Basic Agreement.

(3) Preference of Employment/Industry Experience Roster

There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder. The provisions of the Basic Agreement relating to Preference of Employment shall not be applicable to New Media Productions, except to the extent provided below. An employee need not be on the Industry Experience Roster in order to be employed on a New Media Production.

Work under this Agreement on a covered New Media Production twenty (20) minutes or more in length in a job classification 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 such Industry Experience Roster, subject to the eligibility requirements set forth in the applicable Local Agreement. 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 Industry Experience Roster.

(4) Grievance and Arbitration

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

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on productions made for New Media and that there will be full interchange of job functions among employees, so that a single employee may be required to perform the functions of multiple job classifications covered hereunder.

(6) No Strike, No Lockout

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

(7) Sick Leave

The provisions of Articles XLVI ("Paid Sick Leave") and XLVII ("Waiver of New York City Earned Safe and Sick Time Act and Similar Laws") of the Basic Agreement shall apply to New Media Productions covered under this Sideletter.

(8) No Other Terms Applicable

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

F. Reuse of New Media Programs (Other than a "High Budget SVOD Program")

Only those covered New Media Productions (other than High Budget SVOD Programs) on which two (2) or more "employees employed by the Producer under the Basic Agreement," as that term is used in Article XIX(a) and in Article XXVIII(a)(2) of the Basic Agreement,[9] shall generate residual payments and then only in accordance with the following:

(1) Reuse in New Media

(a) The Producer shall have the right to use an Original New Media Production budgeted at $25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) on any new media platform without limitation as to time, and without payment of residuals.

(b) The Producer shall have the right to use an Original New Media Production budgeted at more than $25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production without the payment of residuals under the following circumstances:

(i) When such New Media Production is used on any free-to-the-consumer, advertiser-supported platform; and

(ii) When such New Media Production is first released on a consumer pay platform (*i.e.*, download-to-rent, download-to-own or paid streaming), even if it is subsequently released on a free-to-the-consumer advertiser-supported platform.

(c) If an Original New Media Production budgeted at more than $25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production is initially released on a free-to-the-consumer, advertiser-supported platform and is subsequently released on consumer pay platforms (*i.e.*, download-to-own, download to rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of "Producer's gross," as that term is defined in Paragraph 3 of the "Sideletter re Exhibition of Motion Pictures Transmitted via New Media," attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period.

[9] It is understood and agreed that any employee employed under the terms of the corresponding "Productions Made for New Media" Sideletter in either the Local #52 Agreement or in the Local #161 Agreement shall not be considered an "employee employed by Producer under the Basic Agreement" for purposes of Paragraph F. of this Sideletter.

(d) If an Original New Media Production budgeted at more than $25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production is initially released simultaneously on free-to-the-consumer, advertiser-supported platforms and to consumer pay platforms (*i.e.*, download-to-own, download-to-rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the "Producer's gross," as that term is defined in Paragraph 3 of the "Sideletter re Exhibition of Motion Pictures Transmitted via New Media," realized from any subsequent license which includes use on consumer pay platforms, which "gross" is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on consumer pay platforms under the first license.

(2) Reuse in Traditional Media

The applicable provisions of Article XXVIII with respect to exhibition on "pay television," as that term is defined in Article XXVIII(a)(3)(ii) of the Basic Agreement, shall apply when a covered New Media Production is exhibited on pay television. The applicable provisions of Article XXVIII with respect to exhibition on "cassettes," as that term is defined in Article XXVIII(a)(3)(i), shall apply when a covered New Media Production is exhibited on videocassettes or DVDs.

(3) General

It is understood that the tests for triggering Post '60s and Supplemental Markets payments set forth in Article XIX and XXVIII of the Basic Agreement, including the understandings set forth in subparagraph (g) of those Articles, and the proration provisions in those Articles, shall also apply to residual payments due under the terms of this Sideletter. Residual payments due under this Sideletter shall be prorated in the same manner as are Supplemental Market monies under Article XXVIII of the Basic Agreement.

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

(1) Prospective Application

The terms and conditions set forth in this Paragraph G. shall not apply to any program or series that continues in production on or after August 1, 2018 and which qualified as

a "Legacy"[10] High Budget SVOD Program or series, and continues to qualify as a "Legacy" High Budget SVOD Program or series, 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.[11] 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 and 2021 negotiations.

(2) <u>High Budget SVOD Programs Defined</u>

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

Length of Program as Initially Exhibited*	**"High Budget" Threshold**
20-35 Minutes	$1,300,000 and above
36-65 Minutes	$2,500,000 and above
66 Minutes or more	$3,000,000 and above

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

[10] During the 2021 negotiations, the parties agreed as a matter of housekeeping to rename "grandfathered" High Budget SVOD Programs and series as "Legacy" High Budget SVOD Programs and series.

[11] 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, 2021, 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 2021 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.

(3) Tier 1 and Tier 2 Defined

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

Program Length	Budget Tier
20-35 Minutes	Tier 1: $2,100,000 or more
	Tier 2: $1,300,000 or more but less than $2,100,000
36-65 Minutes	Tier 1: $3,800,000 or more
	Tier 2: $2,500,000 or more but less than $3,800,000
66-95 Minutes	Tier 1: $4,000,000 or more
	Tier 2: $3,000,000 or more but less than $4,000,000
96 Minutes or more	Tier 1: $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof) or more
	Tier 2: $3,000,000 or more but less than $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)

(4) Terms and Conditions

The terms and conditions applicable to a High Budget SVOD Program, as defined in subparagraph (3) above, shall be as provided in the 2021 IATSE Basic Agreement and the West Coast Studio Local Agreements for free television, subject to the modifications below (see Appendix B to the Sideletter re: Sideletter to the 2021 Producer-IATSE Basic Agreement re Productions Made for New Media ("Appendix B to the New Media Sideletter") in each West Coast Studio Local Agreement for wage rate tables reflecting the minimum wage rates described below that are applicable to that Local):

(a) One-Time High Budget SVOD Programs (Other Than Pilots)

(i) For one-time High Budget SVOD Programs subject to a license agreement entered into before August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences before August 1, 2022) that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada:

(A) One-Time High Budget SVOD Programs Fewer Than 66 Minutes in Length – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The terms and conditions applicable to a pilot under the "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the Program is produced.

Post-production employees employed on the Program shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply).

(See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

(B) One-Time High Budget SVOD Programs Fewer Than 66 Minutes in Length – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(C) One-Time High Budget SVOD Programs 66 Minutes or More in Length – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

1) Except as provided in 2) below:

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the

period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement for wage rates.)

2) A live action one-time High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) 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);

96 minutes or more in length; and

budgeted at over $32,781,810 [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 31, 2022*[12]];[13]

shall be subject to 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. It is understood that the only residual obligations applicable to any such Program shall be as provided in Paragraph G.(5) of this Sideletter.

(D) <u>One-Time High Budget SVOD Programs 66 Minutes or More in Length – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada</u>

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

[12] The $32,781,810 budget threshold increases to over $33,765,264 effective July 31, 2022 and to over $34,778,222 effective July 30, 2023.

[13] 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.

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(ii) For one-time High Budget SVOD Programs subject to a license agreement entered into before August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences before August 1, 2022) that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada:

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(iii) For one-time High Budget SVOD Programs subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences on or after August 1, 2022) that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada:

(A) <u>One-Time High Budget SVOD Program Fewer than 66 Minutes in Length – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada</u>

The terms and conditions applicable to a pilot under the "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the Program is produced.

Post-production employees employed on the Program shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply).

(See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

(B) One-Time High Budget SVOD Program Fewer than 66 Minutes in Length – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(C) One-Time High Budget SVOD Program 66 to 84 Minutes in Length – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement for wage rates.)

(D) One-Time High Budget SVOD Program 66 to 84 Minutes in Length – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(E) One-Time High Budget SVOD Program 85 Minutes or More in Length – Budgeted at Less Than $20,000,000 [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][14] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

1) Post-production employees employed on a Program in Tier 1 shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement for wage rates.)

2) Post-production employees employed on a Program in Tier 2 shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(F) One-Time High Budget SVOD Program 85 Minutes or More in Length – Budgeted at $20,000,000 or More [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][15] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

1) Except as provided in 2) below:

Employees (other than post-production employees) shall be paid at the wage rates set forth in the Local Agreements for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

The Long-Form Sideletter shall apply regardless of where the Program is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is

[14] The $20,000,000 budget threshold increases to over $20,600,000 effective July 30, 2023.
[15] The $20,000,000 budget threshold increases to over $20,600,000 effective July 30, 2023.

employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

Post-production employees shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.)

2) A live action one-time High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) 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);

96 minutes or more in length; and

budgeted at over $33,765,264 [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 31, 2022*[16]][17];

shall be subject to 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. It is understood that the only residual obligations applicable to any such Program shall be as provided in Paragraph G.(5) of this Sideletter.

[16] The $32,781,810 was increased to $33,765,264 effective July 31, 2022; the $33,765,264 budget threshold increases to over $34,778,222 effective July 30, 2023.

[17] 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.

(iv) For one-time High Budget SVOD Programs subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences on or after August 1, 2022) that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada:

(A) One-Time High Budget SVOD Program Fewer than 85 Minutes in Length – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer than 20 Million Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(B) One-Time High Budget SVOD Program 85 Minutes or More in Length – Budgeted at Less Than $20,000,000 [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][18] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer than 20 Million Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(C) One-Time High Budget SVOD Program 85 Minutes or More in Length – Budgeted at $20,000,000 or More [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][19] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer than 20 Million Subscribers in the United States and Canada

The wage rates set forth in the Local Agreements for the period two periods prior to the period in question shall apply (e.g., during the period July 31,

[18] The $20,000,000 budget threshold increases to over $20,600,000 effective July 30, 2023.
[19] The $20,000,000 budget threshold increases to over $20,600,000 effective July 30, 2023.

2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

The Long-Form Sideletter shall apply regardless of where the Program is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

(b) Pilots

(i) Tier 1 Pilots Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the pilot is produced (see Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates), except that the Long-Form Sideletter shall apply to a High Budget SVOD pilot that is 96 minutes or more in length and has no commitment for a series at the time of the pilot order (see the "Made for Television Long-Form Agreement Rate Schedules" for wage rates).

Post-production employees employed on such pilots shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply) (see Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement).

(ii) Tier 2 Pilots Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on such pilots shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(iii) Pilots Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer than 20 Million Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the Program is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on such pilots shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(c) Series (Other Than Mini-Series)

(i) For High Budget SVOD series (other than a mini-series) subject to a license agreement entered into before August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode commences before August 1, 2022):

(A) High Budget SVOD Series Fewer than 66 Minutes in Length Per Episode – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the series is produced. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the first two seasons.)

Post-production employees employed on the first or second season of such series shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the Local #3700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(B) High Budget SVOD Series Fewer than 66 Minutes in Length Per Episode – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

1) First Season

The Long-Form Sideletter shall apply to the first season regardless of where the series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement during the first season.

2) Second and Subsequent Seasons

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply to the second and subsequent seasons regardless of where the series is produced, except that the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply during the second and third seasons (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply); during the second season, there shall be no vacation pay and no unworked holiday pay; and during the third season vacation pay and unworked holiday pay shall be payable at one-half of the applicable percentage in the Local Agreements. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the second and third seasons.)

Post-production employees employed on the second or third seasons of the series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(C) High Budget SVOD Series 66 Minutes or More in Length Per Episode – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

1) First Season

The Long-Form Sideletter shall apply to the first season regardless of where the series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.)

2) Second and Subsequent Seasons

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply to the second and subsequent seasons regardless of where the series is produced, except that the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply during the second and third seasons (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply); during the second season, there shall be no vacation pay and no unworked holiday pay; and during the third season vacation pay and unworked holiday pay shall be payable at one-half of the applicable percentage in the Local Agreements. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the second and third seasons.)

i) Post-Production Employees on Tier 1 Series – Post-production employees employed on the second season shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

ii) Post-Production Employees on Tier 2 Series – Post-production employees employed on the second or third seasons shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period

July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(D) High Budget SVOD Series Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer than 20 Million Subscribers in the United States and Canada

1) First Season

The Long-Form Sideletter shall apply to the first season regardless of where the series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement during the first season.

2) Second and Subsequent Seasons

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply to the second and subsequent seasons regardless of where the series is produced, except that the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply during the second and third seasons (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply); during the second season, there shall be no vacation pay and no unworked holiday pay; and during the third season, vacation pay and unworked holiday pay shall be payable at one-half of the applicable percentage in the Local Agreements. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the second and third seasons.)

Post-production employees employed on the second and third seasons of the series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(ii) For High Budget SVOD series (other than a mini-series) subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode commences on or after August 1, 2022) that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada:

(A) High Budget SVOD Series Fewer than 66 Minutes in Length Per Episode – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the series is produced. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the first two seasons.)

Post-production employees employed on the first or second season of such series shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the Local #3700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(B) High Budget SVOD Series Fewer than 66 Minutes in Length Per Episode – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

1) First Season

Wage rates shall be as set forth in the Local Agreements for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement.)

The Long-Form Sideletter shall apply to the first season regardless of where the series is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

2) Second and Subsequent Seasons

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply to the second and subsequent seasons regardless of where the series is produced, except that the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply during the second and third seasons (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply); during the second season, there shall be no vacation pay and no unworked holiday pay; and during the third season, vacation pay and unworked holiday pay shall be payable at one-half of the applicable percentage in the Local Agreements. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the second and third seasons.)

Post-production employees employed on the second and third seasons of such series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(C) High Budget SVOD Series 66 Minutes or More in Length Per Episode – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

1) First Season

The Long-Form Sideletter shall apply to the first season regardless of where the series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.)

2) Second and Subsequent Seasons

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply to the second

and subsequent seasons regardless of where the series is produced, except that the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply during the second and third seasons (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply); during the second season, there shall be no vacation pay and no unworked holiday pay; and during the third season, vacation pay and unworked holiday pay shall be payable at one-half of the applicable percentage in the Local Agreements. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the second and third seasons.)

i) Post-Production Employees on Tier 1 Series – Post-production employees employed on the second season shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

ii) Post-Production Employees on Tier 2 Series – Post-production employees employed on the second or third seasons shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(iii) For High Budget SVOD series (other than a mini-series) subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode commences on or after August 1, 2022) that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada:

(A) High Budget SVOD Series Fewer than 66 Minutes in Length Per Episode Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada –

20-35 Minutes in Length and Budgeted at Less Than $4,000,000 [*to be increased by the general wage increase on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*];[20]

OR

36-65 Minutes in Length and Budgeted at Less Than $8,000,000 [*to be increased by the general wage increase on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][21]

1) First Season

Wage rates shall be as set forth in the Local Agreements for the period two periods prior to the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement.)

The Long-Form Sideletter shall apply to the first season regardless of where the series is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

2) Second and Subsequent Seasons

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply to the second and subsequent seasons regardless of where the series is produced, except that the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply during the second and third seasons (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply); during the second season, there shall be no vacation pay and no unworked holiday pay; and during the third season, vacation pay and unworked holiday pay shall be payable at one-half of the applicable percentage

[20] The $4,000,0000 budget threshold increases to $4,120,000 effective July 30, 2023.
[21] The $8,000,0000 budget threshold increases to $8,240,000 effective July 30, 2023.

in the Local Agreements. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the second and third seasons.)

Post-production employees employed on the second or third seasons of such series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(B) High Budget SVOD Series Fewer than 66 Minutes in Length Per Episode Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada –

20-35 Minutes in Length and Budgeted at $4,000,000 or more [*to be increased by the general wage increase on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*];[22]

OR

36-65 Minutes in Length and Budgeted at $8,000,000 or more [*to be increased by the general wage increase on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][23]

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the series is produced. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the first two seasons.)

Post-production employees employed on the first and second seasons of the series shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

[22] The $4,000,0000 budget threshold increases to $4,120,000 effective July 30, 2023.
[23] The $8,000,0000 budget threshold increases to $8,240,000 effective July 30, 2023.

(C) High Budget SVOD Series 66 Minutes or More in Length Per Episode and Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada

1) First Season

The Long-Form Sideletter shall apply to the first season regardless of where the series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement during the first season.

2) Second and Subsequent Seasons

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply to the second and subsequent seasons regardless of where the series is produced, except that the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply during the second and third seasons (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply); during the second season, there shall be no vacation pay and no unworked holiday pay; and during the third season, vacation pay and unworked holiday pay shall be payable at one-half of the applicable percentage in the Local Agreements. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates applicable to the second and third seasons.)

Post-production employees employed on the second and third seasons of the series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.) Thereafter, the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, shall apply.

(d) Mini-Series

(i) For High Budget SVOD mini-series subject to a license agreement entered into before August 1, 2022 (or in the absence of a license agreement, a mini-series for which principal photography of the first part commences before August 1, 2022) intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada:

(A) Mini-Series Fewer than 66 Minutes in Length Per Part – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the mini-series is produced. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

Post-production employees shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.)

(B) Mini-Series Fewer than 66 Minutes in Length Per Part – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the mini-series is produced (see the "Made for Television Long-Form Agreement Rate Schedules" for wage rates), and post-production employees employed on such High Budget SVOD mini-series shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(C) Mini-Series 66 Minutes or More in Length Per Part – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the mini-series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

1) Post-production employees employed on Tier 1 High Budget SVOD mini-series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.)

2) Post-production employees employed on Tier 2 High Budget SVOD mini-series shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(ii) For High Budget SVOD mini-series subject to a license agreement entered into before August 1, 2022 (or in the absence of a license agreement, a mini-series for which principal photography of the first part commences before August 1, 2022) intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada:

The Long-Form Sideletter shall apply regardless of where the mini-series is produced (see the "Made for Television Long-Form Agreement Rate Schedules" for wage rates), and post-production employees employed on such High Budget SVOD mini-series shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(iii) For High Budget SVOD mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a mini-series for which principal photography of the first part commences on or after August 1, 2022) intended for initial exhibition on a subscription consumer pay platform with 20 million or more subscribers in the United States and Canada:

(A) <u>Mini-Series Fewer than 66 Minutes in Length Per Part – Tier 1 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada</u>

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the mini-series is produced. (See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

Post-production employees shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.)

(B) <u>Mini-Series Fewer than 66 Minutes in Length Per Part – Tier 2 – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada</u>

The wage rates set forth in the Local Agreements for the period two periods prior to the period in question shall apply (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

The Long-Form Sideletter shall apply regardless of where the mini-series is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

(C) Mini-Series 66 Minutes or More in Length Per Part – Budgeted at Less than $4,000,000 Per Part – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the mini-series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(D) Mini-Series 66 Minutes or More in Length Per Part – Budgeted at $4,000,000 or More but No More than $6,000,000 Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][24] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

Employees (other than post-production employees) shall be paid at the wage rates set forth in the Local Agreements for the period two periods prior to the period in question shall apply (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

The Long-Form Sideletter shall apply regardless of where the mini-series is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

[24] The $6,000,000 budget threshold increases to $6,180,000 effective July 30, 2023.

Post-production employees shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.)

(E) Mini-Series 66 Minutes or More in Length Per Part – Budgeted at More than $6,000,000 Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*],[25] But Less than $9,500,000 Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][26] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

Wage rates shall be as set forth in the Local Agreements for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply). (See Paragraph 1 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement and Paragraph 3 of Appendix B to the New Media Sideletter in all other Local Agreements for wage rates.)

The Long-Form Sideletter shall apply regardless of where the mini-series is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

(F) Mini-Series 66 Minutes or More in Length Per Part – Budgeted at $9,500,000 or More Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][27] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with 20 Million or More Subscribers in the United States and Canada

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the mini-series is produced.

[25] The $6,000,000 budget threshold increases to $6,180,000 effective July 30, 2023.
[26] The $9,500,000 budget threshold increases to $9,785,000 effective July 30, 2023.
[27] The $9,500,000 budget threshold increases to $9,785,000 effective July 30, 2023.

Post-production employees employed on such mini-series shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply).

(See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

(iv) For High Budget SVOD mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a mini-series for which principal photography of the first part commences on or after August 1, 2022) intended for initial exhibition on a subscription consumer pay platform with fewer than 20 million subscribers in the United States and Canada:

(A) Mini-Series Fewer than 66 Minutes in Length Per Part – Budgeted at Less Than $8,000,000 Per Part [*to be increased by the general wage increase on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][28] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada

The wage rates set forth in the Local Agreements for the period two periods prior to the period in question shall apply (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

The Long-Form Sideletter shall apply regardless of where the mini-series is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

(B) Mini-Series Fewer than 66 Minutes in Length Per Part – Budgeted at $8,000,000 or More Per Part [*to be increased by the general wage increase on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][29] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada

[28] The $8,000,0000 budget threshold increases to $8,240,000 effective July 30, 2023.
[29] The $8,000,0000 budget threshold increases to $8,240,000 effective July 30, 2023.

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the mini-series is produced.

Post-production employees shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply).

(See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

(C) Mini-Series 66 Minutes or More in Length Per Part – Budgeted at $6,000,000 or Less Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][30] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada

The Long-Form Sideletter shall apply regardless of where the mini-series is produced. (See the "Made for Television Long-Form Agreement Rate Schedules" for wage rates.)

Post-production employees employed on the Program shall be paid at the rates set forth in Paragraph 3 of Appendix B to the New Media Sideletter in the Local #700 (Majors) Agreement.

(D) Mini-Series 66 Minutes or More in Length Per Part – Budgeted at More than $6,000,000 Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*],[31] But Less than $9,500,000 Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][32] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada

The wage rates set forth in the Local Agreements for the period two periods prior to the period in question shall apply (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply). (See Paragraph 2 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

[30] The $6,000,000 budget threshold increases to $6,180,000 effective July 30, 2023.
[31] The $6,000,000 budget threshold increases to $6,180,000 effective July 30, 2023.
[32] The $9,500,000 budget threshold increases to $9,785,000 effective July 30, 2023.

The Long-Form Sideletter shall apply regardless of where the mini-series is produced, except that wage rates shall be as provided in the preceding paragraph and Paragraph 5(viii) of the Long-Form Sideletter shall be modified to allow a Producer to pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate and proration of the weekly rate is otherwise not allowed.

(E) Mini-Series 66 Minutes or More in Length Per Part – Budgeted at $9,500,000 or More Per Part [*to be increased by the general wage increases on the Sunday closest to August 1st in each year of the Agreement beginning July 30, 2023*][33] – Intended for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform with Fewer Than 20 Million Subscribers in the United States and Canada

The "Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series" shall apply regardless of where the mini-series is produced.

Post-production employees employed on such mini-series shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (e.g., during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply).

(See Paragraph 1 of Appendix B to the New Media Sideletter in each Local Agreement for wage rates.)

(e) **Other Terms and Conditions Applicable to All High Budget SVOD Programs**

(i) Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in a Local Agreement; golden hours, when applicable, shall be paid for each hour worked after twelve (12) work hours, except that on "bus to" and distant locations, golden hours shall be paid after fourteen (14) elapsed hours.

(ii) 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. Days worked on a High Budget SVOD Program shall count towards placement on the Industry Experience Roster.

[33] The $9,500,000 budget threshold increases to $9,785,000 effective July 30, 2023.

(iii) Paragraph E.(6) of this Sideletter shall apply.

(iv) The second paragraph of Paragraph C. shall apply to any High Budget SVOD Program that is a Derivative New Media Production.

(5) Reuse

Only those covered High Budget SVOD Programs on which two (2) or more "employees employed by the Producer under the Basic Agreement," as that term is used in Article XIX(a) and in Article XXVIII(a)(2) of the Basic Agreement,[34] shall generate residual payments and then only in accordance with the following:

(a) Except as provided in subparagraph (c) below, the Producer shall have the right to use a High Budget SVOD Program on any consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) without payment of residuals.

(b) Except as provided in subparagraph (c) below, Producer shall have the right to use a High Budget SVOD Program on any free-to-the-consumer, advertiser-supported platform without payment of residuals.

(c) If a High Budget SVOD Program is initially exhibited simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), then Producer shall have a twenty-six (26) consecutive week period of use on the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), commencing with the first day of use on the subscription video-on-demand consumer pay platform, without the payment of residuals.

If the Producer uses the High Budget SVOD Program on a consumer pay platform beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the "Producer's gross," as that term is defined in Paragraph 3 of the "Sideletter re Exhibition of Motion Pictures Transmitted

[34] It is understood and agreed that any employee employed under the terms of the corresponding "Productions Made for New Media" Sideletter in either the Local #52 Agreement or in the Local #161 Agreement shall not be considered an "employee employed under the Basic Agreement" for purposes of Paragraph G.(5) of this Sideletter.

Via New Media," realized from any subsequent license which includes use on consumer pay platforms, which "gross" is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on the subscription video-on-demand consumer pay platform under the first license.

Notwithstanding the foregoing, Producer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series) simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program, without triggering payment of residuals as provided in the preceding paragraph.

(d) Paragraph F.(2) of this Sideletter regarding reuse of New Media productions in traditional media shall apply to High Budget SVOD Programs.

(e) Paragraph F.(3) of this Sideletter regarding the tests for triggering Supplemental Markets payments and the proration provisions in XXVIII of the Basic Agreement shall apply to residual payments due under this Paragraph G.(5).

(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 $32,781,810 (in excess of $49,172,715 for an animated High Budget SVOD Program) [*budget thresholds to be increased by the wage increases in each year of the Agreement*[35]];[36]

[35] The budget threshold for such a live action High Budget SVOD Program increases to over $33,765,264 effective July 31, 2022 and to over $34,778,222 effective July 30, 2023; the budget threshold for such an animated High Budget SVOD Program increases to more than $50,647,896 effective July 31, 2022 and to more than $52,167,333 effective July 30, 2023.

[36] 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 representative of the IATSE or retained professionals shall be confidential and neither the IATSE nor

(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,[37] Producer shall make a payment to the Motion Picture Industry Pension Plan[38] 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.

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its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

[37] 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. In addition, the IATSE shall not unreasonably deny waivers of this provision for exhibition at an educational institution or similar circumstances.

[38] 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).

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 2021 IATSE Basic Agreement.

(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.

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.(3) above or a High Budget SVOD Program as set forth in Paragraph G. above, 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.

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.

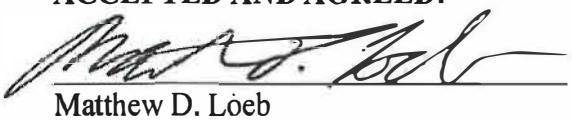
The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

APPENDIX A

The sole purpose of the charts in this Appendix A is to summarize the provisions of Paragraph G.(4) of the Sideletter re: Productions Made for New Media to the 2021 IATSE Basic Agreement. To the extent that any of the information in these charts is inconsistent with any of the provisions of Paragraph G.(4), the provisions of Paragraph G.(4) will govern.

- "One-Hour Sideletter" = Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series
- "Long-Form Sideletter" = 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 Exists at the Time of the Pilot Order)
- "1x back" = wage rates for the period immediately preceding the period in question (*e.g.*, during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 1, 2021 to July 30, 2022 shall apply)
- "2x back" = wage rates for the period two periods prior to the period in question (*e.g.,* during the period July 31, 2022 to July 29, 2023, the wage rates for the period August 2, 2020 to July 31, 2021 shall apply)
- "Appendix B" = Appendix B to the Sideletter re: Sideletter to the 2021 Producer-IATSE Basic Agreement re Productions Made for New Media in each West Coast Studio Local Agreement

Symbol	Terms and Conditions

A	• One-Hour Sideletter applies regardless of where the Program is produced.
	  o See Paragraph 1 of Appendix B for wage rates (on a series, applicable during first two seasons; regular television rates apply thereafter)
	• Post-production employees' wage rates = 1x back (on a series, applicable during first two seasons; regular television rates apply thereafter)
	  o See Paragraph 1 of Appendix B in the Local #700 (Majors) Agreement

B	• Long-Form Sideletter applies regardless of where the Program is produced. o See "Made for Television Long-Form Agreement Rate Schedules" for wage rates • Post-production employees' wage rates = Paragraph 3 of Appendix B in the Local #700 (Majors) Agreement

C	• Long-Form Sideletter applies regardless of where the Program is produced.
	  o See "Made for Television Long-Form Agreement Rate Schedules" for wage rates
	• Post-production employees' wage rates = 1x back
	  o See Paragraph 1 of Appendix B in the Local #700 (Majors) Agreement

D	• Wage rates (including post-production employees) = 2x back o See Paragraph 2 of Appendix B • Long-Form Sideletter applies regardless of where the Program is produced, except Producer may pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate.

E	• Wage rates (other than post-production employees) = 2x back
	  o See Paragraph 2 of Appendix B
	• Post-production employees' wage rates = 1x back
	  o See Paragraph 1 of Appendix B in the Local #700 (Majors) Agreement
	• Long-Form Sideletter applies regardless of where the Program is produced, except Producer may pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate.

Symbol	Terms and Conditions
F	• Wage rates (including post-production employees) = 1x back o See Paragraph 1 of Appendix B in the Local #700 (Majors) Agreement and Paragraph 3 of Appendix B in all other West Coast Studio Local Agreements • Long-Form Sideletter applies regardless of where the Program is produced, except Producer may pay the daily rate for each day worked in a partial workweek when the employee is employed in a classification that has a daily rate.
G	• Wages and other terms and conditions are those applicable to a theatrical motion picture
H	• One-Hour Sideletter applies regardless of where the Program is produced. o See Paragraph 1 of Appendix B for wage rates applicable during second and third seasons on a series; regular television rates apply thereafter • Post-production employees' wage rates = 1x back during second and third seasons on a series; regular television rates apply thereafter
I	• One-Hour Sideletter applies regardless of where the Program is produced. o See Paragraph 1 of Appendix B for wage rates applicable during second and third seasons on a series; regular television rates apply thereafter • Post-production employees' wage rates = 1x back during second season on a series; regular television rates apply thereafter

ONE-TIME HIGH BUDGET SVOD PROGRAMS (OTHER THAN PILOTS) – PARAGRAPH G.(4)(a)

LICENSE AGREEMENT ENTERED INTO BEFORE AUGUST 1, 2022 (or principal photography commences before August 1, 2022 if no license agreement)		
Length	**Budget**	**Terms & Conditions**
≥ 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
<66 Minutes	20-35 minutes: ≥ $2,100,000 36-65 minutes: ≥ $3,800,000	**A –** ¶ G.(4)(a)(i)(A)
	20-35 minutes: ≥ $1,300,000 < $2,100,000 36-65 minutes: ≥ $2,500,000 < $3,800,000	**B –** ¶ G.(4)(a)(i)(B)
66 – 95 Minutes	≥ $4,000,000	**C –** ¶ G.(4)(a)(i)(C)1)
	≥ $3,000,000 < $4,000,000	**B –** ¶ G.(4)(a)(i)(D)
≥ 96 Minutes	≥ $32,781,810*	**G –** ¶ G.(4)(a)(i)(C)2)
	≥ $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof) < $32,781,810*	**C –** ¶ G.(4)(a)(i)(C)1)
	≥ $3,000,000 < $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**B –** ¶ G.(4)(a)(i)(D)
< 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
Any Length	**Any Budget**	**B –** ¶ G.(4)(a)(ii)

* Increases to $33,765,264 effective July 31, 2022 and to $34,778,222 effective July 30, 2023.

LICENSE AGREEMENT ENTERED INTO ON OR AFTER AUGUST 1, 2022 (or principal photography commences on or after August 1, 2022 if no license agreement)		
Length	**Budget**	**Terms & Conditions**
≥ 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
<66 Minutes	20-35 minutes: ≥ $2,100,000 36-65 minutes: ≥ $3,800,000	**A –** ¶ G.(4)(a)(iii)(A)
	20-35 minutes: ≥ $1,300,000 < $2,100,000 36-65 minutes: ≥ $2,500,000 < $3,800,000	**B –** ¶ G.(4)(a)(iii)(B)
66 – 84 Minutes	≥ $4,000,000	**C –** ¶ G.(4)(a)(iii)(C)
	≥ $3,000,000 < $4,000,000	**B –** ¶ G.(4)(a)(iii)(D)
85 – 95 Minutes	≥ $20,000,000*	**E –** ¶ G.(4)(a)(iii)(F)1)
	≥ $4,000,000 < $20,000,000*	**C –** ¶ G.(4)(a)(iii)(E)1)
	≥ $3,000,000 < $4,000,000	**B –** ¶ G.(4)(a)(iii)(E)2)
≥ 96 Minutes	≥ $33,765,264†	**G –** ¶ G.(4)(a)(iii)(F)2)
	≥ $20,000,000* < $33,765,264†	**E –** ¶ G.(4)(a)(iii)(E)1)
	≥ $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof) < $20,000,000*	**C –** ¶ G.(4)(a)(iii)(E)1)
	≥ $3,000,000 < $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**B –** ¶ G.(4)(a)(iii)(E)2)
< 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
< 85 Minutes	Any Budget	**B –** ¶ G.(4)(a)(iv)(A)
≥ 85 Minutes	≥ $20,000,000†	**D –** ¶ G.(4)(a)(iv)(C)
	<$20,000,000†	**B –** ¶ G.(4)(a)(iv)(B)

* Increases to $20,600,000 effective July 30, 2023.
† Increases to $34,778,222 effective July 30, 2023.

PILOTS

Length	Budget	Terms & Conditions
≥ 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
20-35 Minutes	≥ $2,100,000	**A –** ¶ G.(4)(b)(i)
	≥ $1,300,000 < $2,100,000	**B –** ¶ G.(4)(b)(ii)
36-65 Minutes	≥ $3,800,000	**A –** ¶ G.(4)(b)(i)
	≥ $2,500,000 < $3,800,000	**B –** ¶ G.(4)(b)(ii)
66-95 Minutes	≥ $4,000,000	**A –** ¶ G.(4)(b)(i)
	≥ $3,000,000 < $4,000,000	**B –** ¶ G.(4)(b)(ii)
≥ 96 Minutes	≥ $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**A (or C if no commitment for a series at the time of order)** ¶ G.(4)(b)(i)
	≥ $3,000,000 < $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**B –** ¶ G.(4)(b)(ii)
< 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
Any Length	Any Budget	**B –** ¶ G.(4)(b)(iii)

SERIES (OTHER THAN MINI-SERIES)

LICENSE AGREEMENT ENTERED INTO BEFORE AUGUST 1, 2022 (or principal photography commences before August 1, 2022 if no license agreement)		
Length	**Budget**	**Terms & Conditions**
≥ 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
20 – 35 Minutes	≥ $2,100,000	**A –** ¶ G.(4)(c)(i)(A)
	≥ $1,300,000 < $2,100,000	**Season 1: B –** ¶ G.(4)(c)(i)(B)1) **Seasons 2+: H –** ¶ G.(4)(c)(i)(B)2)
36 – 65 Minutes	≥ $3,800,000	**A –** ¶ G.(4)(c)(i)(A)
	≥ $2,500,000 < $3,800,000	**Season 1: C –** ¶ G.(4)(c)(i)(B)1) **Seasons 2+: H –** ¶ G.(4)(c)(i)(B)2)
≥ 66 Minutes	66-95 minutes: ≥ $4,000,000 ≥ 96 minutes: ≥ $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**Season 1: C –** ¶ G.(4)(c)(i)(C)1) **Seasons 2+: I –** ¶ G.(4)(c)(i)(C)2)i)
	66-95 minutes: ≥ $3,000,000 < $4,000,000 ≥ 96 minutes: ≥ $3,000,000 < $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**Season 1: B –** ¶ G.(4)(c)(i)(C)1) **Seasons 2+: H –** ¶ G.(4)(c)(i)(C)2)ii)
< 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
Any Length	Any Budget	**Season 1: B** **Seasons 2+: H** ¶ G.(4)(c)(i)(D)

LICENSE AGREEMENT ENTERED INTO ON OR AFTER AUGUST 1, 2022 (or principal photography commences on or after August 1, 2022 if no license agreement)		
Length	**Budget**	**Terms & Conditions**
≥ 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
20 – 35 Minutes	≥ $2,100,000	**A –** ¶ G.(4)(c)(ii)(A)
	≥ $1,300,000 < $2,100,000	**Season 1: D –** ¶ G.(4)(c)(ii)(B)1) **Seasons 2+: H –** ¶ G.(4)(c)(ii)(B)2)
36 – 65 Minutes	≥ $3,800,000	**A –** ¶ G.(4)(c)(ii)(A)
	≥ $2,500,000 < $3,800,000	**Season 1: D –** ¶ G.(4)(c)(ii)(B)1) **Seasons 2+: H –** ¶ G.(4)(c)(ii)(B)2)
≥ 66 Minutes	66-95 minutes: ≥ $4,000,000 ≥ 96 minutes: ≥ $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**Season 1: C** **Seasons 2+: I** ¶ G.(4)(c)(ii)(C)1)
	66-95 minutes: ≥ $3,000,000 < $4,000,000 ≥ 96 minutes: ≥ $3,000,000 < $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**Season 1: B** **Seasons 2+: H** ¶ G.(4)(c)(ii)(C)2)
< 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
20 – 35 Minutes	≥ $4,000,000*	**A –** ¶ G.(4)(c)(iii)(B)
	≥ $1,300,000 < $4,000,000*	**Season 1: D –** ¶ G.(4)(c)(iii)(A)1) **Seasons 2+: H –** ¶ G.(4)(c)(iii)(A)2)
36 – 65 Minutes	≥ $8,000,000†	**A –** ¶ G.(4)(c)(iii)(B)
	≥ $2,500,000 < $8,000,000†	**Season 1: D –** ¶ G.(4)(c)(iii)(A)1) **Seasons 2+: H –** ¶ G.(4)(c)(iii)(A)2)
≥ 66 Minutes	Any budget	**Season 1: B** **Seasons 2+: H** ¶ G.(4)(c)(iii)(C)

* Increases to $4,120,000 effective July 30, 2023.

† Increases to $8,240,000 effective July 30, 2023.

MINI-SERIES

LICENSE AGREEMENT ENTERED INTO BEFORE AUGUST 1, 2022 (or principal photography commences before August 1, 2022 if no license agreement)		
Length	**Budget**	**Terms & Conditions**
≥ 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
20 – 65 Minutes	20-35 minutes: ≥ $2,100,000 36-65 minutes: ≥ $3,800,000	**A* –** ¶ G.(4)(d)(i)(A)
	20-35 minutes: ≥ $1,300,000 < $2,100,000 36-65 minutes: ≥ $2,500,000 < $3,800,000	**B –** ¶ G.(4)(d)(i)(B)
≥ 66 Minutes	66-95 minutes: ≥ $4,000,000 ≥ 96 minutes: ≥ $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**C –** ¶ G.(4)(d)(i)(C)1)
	66-95 minutes: ≥ $3,000,000 < $4,000,000 ≥ 96 minutes: ≥ $3,000,000 < $4,500,000 (plus $2,250,000 for each additional 35 minutes or portion thereof)	**B –** ¶ G.(4)(d)(i)(C)2)
< 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
Any Length	**Any Budget**	**B –** ¶ G.(4)(d)(ii)

LICENSE AGREEMENT ENTERED INTO <u>ON OR AFTER</u> AUGUST 1, 2022 (or principal photography commences on or after August 1, 2022 if no license agreement)		
Length	**Budget**	**Terms & Conditions**
≥ 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
20 – 65 Minutes	20-35 minutes: ≥ $2,100,000 36-65 minutes: ≥ $3,800,000	**A –** ¶ G.(4)(d)(iii)(A)
	20-35 minutes: ≥ $1,300,000 < $2,100,000 36-65 minutes: ≥ $2,500,000 < $3,800,000	**D –** ¶ G.(4)(d)(iii)(B)
≥ 66 Minutes	≥ $9,500,000*	**A –** ¶ G.(4)(d)(iii)(F)
	> $6,000,000† < $9,500,000*	**F –** ¶ G.(4)(d)(iii)(E)
	≥ $4,000,000 ≤ $6,000,000†	**E –** ¶ G.(4)(d)(iii)(D)
	≥ $3,000,000 < $4,000,000	**B –** ¶ G.(4)(d)(iii)(C)
< 20 MILLION SUBSCRIBERS IN U.S. & CANADA		
20 – 65 Minutes	≥ $8,000,000×	**A –** ¶ G.(4)(d)(iv)(B)
	< $8,000,000×	**D –** ¶ G.(4)(d)(iv)(A)
≥ 66 Minutes	≥ $9,500,000†	**A –** ¶ G.(4)(d)(iv)(E)
	> $6,000,000† < $9,500,000*	**D –** ¶ G.(4)(d)(iv)(D)
	≤ $6,000,000†	**B –** ¶ G.(4)(d)(iv)(C)

* Increases to $9,785,000 effective July 30, 2023.
† Increases to $6,180,000 effective July 30, 2023.
× Increases to $8,240,000 effective July 30, 2023.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1. (a) The following **studio** minimum wage scale shall be effective for the period commencing with August 1, 2021 to and including July 30, 2022 for employees employed on High Budget SVOD Programs subject to the terms and conditions of the Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 – 7/30/22**			Studio Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$82.29 ($740.61/day)	
8171	Production Mixer[2]	Y-1		$71.34 ($642.06/day)
8109	Supervising Engineer[2]	Y-3	82.29 (740.61/day)	
8173	Supervising Engineer[2]	Y-3		71.34 (642.06/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	63.90 (575.10/day)	
8174	Operative Supervisor and/or Engineer	Y-4		55.68 (501.12/day)
8131	Maintenance Technician	Y-6	56.12 (505.08/day)	
8176	Maintenance Technician	Y-6		49.09 (441.81/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	56.12 (505.08/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		49.09 (441.81/day)
8144	Utility Sound Technician	Y-7a	56.12 (505.08/day)	
8180	Utility Sound Technician	Y-7a		49.09 (441.81/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	56.12 (448.96/day)	56.12 (448.96/day)
8151	Micro. Boom Operator	Y-8	56.12 (505.08/day)	
8181	Micro. Boom Operator	Y-8		49.09 (441.81/day)
8161	Sound/Video Service Person III	Y-9	45.19 (406.71/day)	
8182	Sound/Video Service Person III	Y-9		36.04 (324.36/day)
8194	Sound/Video Service Person II	Y-13	31.25 (281.25/day)	
8184	Sound/Video Service Person II	Y-13		27.13 (244.17/day)
8185	Sound/Video Service Person I	Y-16	22.96 (206.64/day)	22.96 (206.64/day)
8192	Production Sound/Video Trainee	Y-16a	22.96 (206.64/day)	22.96 (206.64/day)

(continued)

(continued)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 – 7/30/22** Occ. Code No.	Classification		Studio Minimum Rates	
			Schedule B-1[6]	
			Weekly Guarantee - 48.6 cum. hours; 5 consec. days; 1½ after 48.6 hours; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$69.80 ($3,392.28/wk)	
8171	Production Mixer[2]	Y-1		$60.71 ($2,950.51/wk)
8109	Supervising Engineer[2]	Y-3	69.80 ($3,392.28/wk)	
8173	Supervising Engineer[2]	Y-3		60.71 ($2,950.51/wk)
			Schedule B-2[7]	
			Weekly Guarantee - 5 consec. days; 48.6 cum. hours; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer	Y-4	56.12 (2,968.75/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		49.08 (2,596.33/wk)
8131	Maintenance Technician	Y-6	50.31 (2,661.40/wk)	
8176	Maintenance Technician	Y-6		44.14 (2,335.01/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	50.31 (2,661.40/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		44.14 (2,335.01/wk)
8144	Utility Sound Technician	Y-7a	50.31 (2,661.40/wk)	
8180	Utility Sound Technician	Y-7a		44.14 (2,335.01/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	50.28 (2,011.20/wk)	50.28 (2,011.20/wk)
8151	Micro. Boom Operator	Y-8	50.31 (2,661.40/wk)	
8181	Micro. Boom Operator	Y-8		44.14 (2,335.01/wk)
8161	Sound/Video Service Person III	Y-9	43.12 (2,281.05/wk)	
8182	Sound/Video Service Person III	Y-9		38.01 (2,010.73/wk)
8194	Sound/Video Service Person II	Y-13	29.84 (1,578.54/wk)	
8184	Sound/Video Service Person II	Y-13		25.94 (1,372.23/wk)

Footnotes applicable to this Paragraph 1.(a) begin on page 239.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1. (b) The following **studio** minimum wage scale shall be effective for the period commencing with July 31, 2022 to and including July 29, 2023 for employees employed on High Budget SVOD Programs subject to the terms and conditions of the Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 – 7/29/23**			Studio Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9 hours	
			Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$84.76 ($762.84/day)	
8171	Production Mixer[2]	Y-1		$73.48 ($661.32/day)
8109	Supervising Engineer[2]	Y-3	84.76 (762.84/day)	
8173	Supervising Engineer[2]	Y-3		73.48 (661.32/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	65.82 (592.38/day)	
8174	Operative Supervisor and/or Engineer	Y-4		57.35 (516.15/day)
8131	Maintenance Technician	Y-6	57.80 (520.20/day)	
8176	Maintenance Technician	Y-6		50.56 (455.04/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	57.80 (520.20/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		50.56 (455.04/day)
8144	Utility Sound Technician	Y-7a	57.80 (520.20/day)	
8180	Utility Sound Technician	Y-7a		50.56 (455.04/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	57.80 (462.40/day)	57.80 (462.40/day)
8151	Micro. Boom Operator	Y-8	57.80 (520.20/day)	
8181	Micro. Boom Operator	Y-8		50.56 (455.04/day)
8161	Sound/Video Service Person III	Y-9	46.55 (418.95/day)	
8182	Sound/Video Service Person III	Y-9		37.12 (334.08/day)
8194	Sound/Video Service Person II	Y-13	32.19 (289.71/day)	
8184	Sound/Video Service Person II	Y-13		27.94 (251.46/day)
8185	Sound/Video Service Person I	Y-16	23.65 (212.85/day)	23.65 (212.85/day)
8192	Production Sound/Video Trainee	Y-16a	23.65 (212.85/day)	23.65 (212.85/day)

(continued)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 – 7/29/23** Occ. Code No.	Classification		Studio Minimum Rates	
			Schedule B-1[6]	
			Weekly Guarantee - 48.6 cum. hours; 5 consec. days; 1½ after 48.6 hours; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$71.89 ($3,493.85/wk)	
8171	Production Mixer[2]	Y-1		$62.53 ($3,038.96/wk)
8109	Supervising Engineer[2]	Y-3	71.89 (3,493.85/wk)	
8173	Supervising Engineer[2]	Y-3		62.53 (3,038.96/wk)
			Schedule B-2[7]	
			Weekly Guarantee - 5 consec. days; 48.6 cum. hours; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer	Y-4	57.80 (3,057.62/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		50.55 (2,674.10/wk)
8131	Maintenance Technician	Y-6	51.82 (2,741.28/wk)	
8176	Maintenance Technician	Y-6		45.46 (2,404.83/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	51.82 (2,741.28/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		45.46 (2,404.83/wk)
8144	Utility Sound Technician	Y-7a	51.82 (2,741.28/wk)	
8180	Utility Sound Technician	Y-7a		45.46 (2,404.83/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	51.79 (2,071.60/wk)	51.79 (2,071.60/wk)
8151	Micro. Boom Operator	Y-8	51.82 (2,741.28/wk)	
8181	Micro. Boom Operator	Y-8		45.46 (2,404.83/wk)
8161	Sound/Video Service Person III	Y-9	44.41 (2,349.29/wk)	
8182	Sound/Video Service Person III	Y-9		39.15 (2,071.04/wk)
8194	Sound/Video Service Person II	Y-13	30.74 (1,626.15/wk)	
8184	Sound/Video Service Person II	Y-13		26.72 (1,413.49/wk)

Footnotes applicable to this Paragraph 1.(b) begin on page 239.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1. (c) The following **studio** minimum wage scale shall be effective for the period commencing with July 30, 2023 to and including July 31, 2024 and shall apply to employees employed on High Budget SVOD Programs subject to the terms and conditions of the Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 – 7/31/24**			Studio Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$87.30 ($785.70/day)	
8171	Production Mixer[2]	Y-1		$75.68 ($681.12/day)
8109	Supervising Engineer[2]	Y-3	87.30 (785.70/day)	
8173	Supervising Engineer[2]	Y-3		75.68 (681.12/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	67.79 (610.11/day)	
8174	Operative Supervisor and/or Engineer	Y-4		59.07 (531.63/day)
8131	Maintenance Technician	Y-6	59.53 (535.77/day)	
8176	Maintenance Technician	Y-6		52.08 (468.72/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9 hours	
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	59.53 (535.77/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		52.08 (468.72/day)
8144	Utility Sound Technician	Y-7a	59.53 (535.77/day)	
8180	Utility Sound Technician	Y-7a		52.08 (468.72/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	59.53 (476.24/day)	59.53 (476.24/day)
8151	Micro. Boom Operator	Y-8	59.53 (535.77/day)	
8181	Micro. Boom Operator	Y-8		52.08 (468.72/day)
8161	Sound/Video Service Person III	Y-9	47.95 (431.55/day)	
8182	Sound/Video Service Person III	Y-9		38.23 (344.07/day)
8194	Sound/Video Service Person II	Y-13	33.16 (298.44/day)	
8184	Sound/Video Service Person II	Y-13		28.78 (259.02/day)
8185	Sound/Video Service Person I	Y-16	24.36 (219.24/day)	24.36 (219.24/day)
8192	Production Sound/Video Trainee	Y-16a	24.36 (219.24/day)	24.36 (219.24/day)

(continued)

(continued)

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 – 7/31/24** Occ. Code No.	Classification		Studio Minimum Rates	
			Schedule B-1[6]	
			Weekly Guarantee - 48.6 cum. hours; 5 consec. days; 1½ after 48.6 hours; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$74.05 ($3,598.83/wk)	
8171	Production Mixer[2]	Y-1		$64.41 ($3,130.33/wk)
8109	Supervising Engineer[2]	Y-3	74.05 (3,598.83/wk)	
8173	Supervising Engineer[2]	Y-3		64.41 (3,130.33/wk)
			Schedule B-2[7]	
			Weekly Guarantee - 5 consec. days; 48.6 cum. hours; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer	Y-4	59.53 (3,149.14/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		52.07 (2,754.50/wk)
8131	Maintenance Technician	Y-6	53.37 (2,823.27/wk)	
8176	Maintenance Technician	Y-6		46.82 (2,476.78/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7	53.37 (2,823.27/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3, 4]	Y-7		46.82 (2,476.78/wk)
8144	Utility Sound Technician	Y-7a	53.37 (2,823.27/wk)	
8180	Utility Sound Technician	Y-7a		46.82 (2,476.78/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[5]	A-2	53.34 (2,133.60/wk)	53.34 (2,133.60/wk)
8151	Micro. Boom Operator	Y-8	53.37 (2,823.27/wk)	
8181	Micro. Boom Operator	Y-8		46.82 (2,476.78/wk)
8161	Sound/Video Service Person III	Y-9	45.74 (2,419.65/wk)	
8182	Sound/Video Service Person III	Y-9		40.32 (2,132.93/wk)
8194	Sound/Video Service Person II	Y-13	31.66 (1,674.81/wk)	
8184	Sound/Video Service Person II	Y-13		27.52 (1,455.81/wk)

Footnotes applicable to this Paragraph 1.(c) begin on page 239.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1 Entry Level - One calendar year to move to Journeyman.

2 Y-1 Mixer and Y-3 Supervising Engineer (Journeyman), Schedule E Weekly "On Call" rate - $3,082.79 per week effective August 1, 2021 to and including July 30, 2022; $3,175.27 per week effective July 31, 2022 to and including July 29, 2023; and $3,270.53 per week effective July 30, 2023 to and including July 31, 2024.

Y-1 Mixer and Y-3 Supervising Engineer (Entry Level), Schedule E Weekly "On Call" rate - $2,697.02 per week effective August 1, 2021 to and including July 30, 2022; $2,777.93 per week effective July 31, 2022 to and including July 29, 2023; and $2,861.27 per week effective July 30, 2023 to and including July 31, 2024.

3 A Journeyman Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Operative Supervisor and/or Engineer in the wage scale. An Entry Level Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Entry Level Operative Supervisor and/or Engineer in the wage scale.

4 Videotape Operators and Production Recordists employed on High Budget SVOD Programs less than sixty-six (66) minutes in length recorded digitally shall be paid at the Y-7 rates (for Service Recorders/TV Engineers/Video Assists (Occ. Code Nos. #8141 and 8178)). These classifications are interchangeable on the same basis as any other Y-7 classification, as set forth in Paragraph 12 of this Agreement.

5 The Audio Utility Person (sometimes also referred to as "Audio Assist" or "A-2") and Chyron Operator classifications apply only to High Budget SVOD Programs less than sixty-six (66) minutes in length recorded digitally.

6 All Schedule B-1 and B-2 (Weekly) employees are guaranteed a minimum employment of five (5) consecutive days. After this minimum guarantee has been fulfilled, employment may be continued at Schedule B-1 and B-2 rates until termination.

7 a) Weekly Sound Employees - Employees under Schedule B-2 shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the five-day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five-day workweek.

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

c) A combination of employment under studio and distant location schedules may be used to fulfill the weekly guarantee of five (5) days for studio employment (subject to Paragraph 8(a)).

d) Employees (1) who are given assignments on other than the first day of the established payroll week of the Producer (see Paragraph 3) or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer on other than the last day of the five-day workweek, shall be paid at the scheduled Regular Basic Hourly Rate of the appropriate Weekly Schedule salary guarantee (or guarantees) with time and one-half (1½) for work time in excess of the minimum call of eight (8) hours for each day of such employment; provided, also, that for each unworked holiday, as provided in Paragraph 9(a), which intervenes between the days of such employment, such employees shall receive one-fifth (1/5) of the guaranteed salary of the appropriate Weekly Schedule.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1. (d) The following **distant location** minimum wage scale shall be effective for the period commencing with August 1, 2021 to and including July 30, 2022 for employees employed on High Budget SVOD Programs subject to the terms and conditions of the Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 – 7/30/22**			Distant Location Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9½ hours	
			Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$82.29 ($802.33/day)	
8171	Production Mixer[2]	Y-1		$71.34 ($695.57/day)
8109	Supervising Engineer[2]	Y-3	$82.29 ($802.33/day)	
8173	Supervising Engineer[2]	Y-3		$71.34 ($695.57/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	63.90 (623.03/day)	
8174	Operative Supervisor and/or Engineer	Y-4		55.68 (542.88/day)
8131	Maintenance Technician	Y-6	56.12 (547.17/day)	
8176	Maintenance Technician	Y-6		49.09 (478.63/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours	
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	56.12 (547.17/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		49.09 (478.63/day)
8144	Utility Sound Technician	Y-7a	56.12 (547.17/day)	
8180	Utility Sound Technician	Y-7a		49.09 (478.63/day)
8151	Micro. Boom Operator	Y-8	56.12 (547.17/day)	
8181	Micro. Boom Operator	Y-8		49.09 (478.63/day)
8161	Sound/Video Service Person III	Y-9	45.19 (440.60/day)	
8182	Sound/Video Service Person III	Y-9		36.04 (351.39/day)
8194	Sound/Video Service Person II	Y-13	31.25 (304.69/day)	
8184	Sound/Video Service Person II	Y-13		27.13 (264.52/day)
8185	Sound/Video Service Person I	Y-16	22.96 (223.86/day)	22.96 (223.86/day)
8192	Production Sound/Video Trainee	Y-16a	22.96 (223.86/day)	22.96 (223.86/day)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/21 – 7/30/22** Occ. Code No.	Classification		Distant Location Minimum Rates Schedule B-1[4] Weekly Guarantee - 54 cum. hours; 6 day week; 1½ after 54 hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$69.80 ($3,769.20/wk)	
8171	Production Mixer[2]	Y-1		$60.71 ($3,278.34/wk)
8109	Supervising Engineer[2]	Y-3	69.80 (3,769.20/wk)	
8173	Supervising Engineer[2]	Y-3		60.71 (3,278.34/wk)
			Schedule B-2[5] Weekly Guarantee - 6 consec. days; 57 cum. hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer	Y-4	56.12 (3,675.86/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		49.08 (3,214.74/wk)
8131	Maintenance Technician	Y-6	50.31 (3,295.31/wk)	
8176	Maintenance Technician	Y-6		44.14 (2,891.17/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	50.31 (3,295.31/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		44.14 (2,891.17/wk)
8144	Utility Sound Technician	Y-7a	50.31 (3,295.31/wk)	
8180	Utility Sound Technician	Y-7a		44.14 (2,891.17/wk)
8151	Micro. Boom Operator	Y-8	50.31 (3,295.31/wk)	
8181	Micro. Boom Operator	Y-8		44.14 (2,891.17/wk)
8161	Sound/Video Service Person III	Y-9	43.12 (2,824.36/wk)	
8182	Sound/Video Service Person III	Y-9		38.01 (2,489.66/wk)
8194	Sound/Video Service Person II	Y-13	29.84 (1,954.52/wk)	
8184	Sound/Video Service Person II	Y-13		25.94 (1,699.07/wk)

Footnotes applicable to this Paragraph 1.(d) begin on page 246.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1. (e) The following **distant location** minimum wage scale shall be effective for the period commencing with July 31, 2022 to and including July 29, 2023 for employees employed on High Budget SVOD Programs subject to the terms and conditions of the Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 – 7/29/22**			Distant Location Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9½ hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$84.76 ($826.41/day)	
8171	Production Mixer[2]	Y-1		$73.48 ($716.43/day)
8109	Supervising Engineer[2]	Y-3	84.76 (826.41/day)	
8173	Supervising Engineer[2]	Y-3		73.48 (716.43/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	65.82 (641.75/day)	
8174	Operative Supervisor and/or Engineer	Y-4		57.35 (559.16/day)
8131	Maintenance Technician	Y-6	57.80 (563.55/day)	
8176	Maintenance Technician	Y-6		50.56 (492.96/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours	
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	57.80 (563.55/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		50.56 (492.96/day)
8144	Utility Sound Technician	Y-7a	57.80 (563.55/day)	
8180	Utility Sound Technician	Y-7a		50.56 (492.96/day)
8151	Micro. Boom Operator	Y-8	57.80 (563.55/day)	
8181	Micro. Boom Operator	Y-8		50.56 (492.96/day)
8161	Sound/Video Service Person III	Y-9	46.55 (453.86/day)	
8182	Sound/Video Service Person III	Y-9		37.12 (361.92/day)
8194	Sound/Video Service Person II	Y-13	32.19 (313.85/day)	
8184	Sound/Video Service Person II	Y-13		27.94 (272.42/day)
8185	Sound/Video Service Person I	Y-16	23.65 (230.59/day)	23.65 (230.59/day)
8192	Production Sound/Video Trainee	Y-16a	23.65 (230.59/day)	23.65 (230.59/day)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/31/22 – 7/29/22** Occ. Code No.	Classification		Distant Location Minimum Rates Schedule B-1[4] Weekly Guarantee - 54 cum. hours; 6 day week; 1½ after 54 hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$71.89 ($3,882.06/wk.)	
8171	Production Mixer[2]	Y-1		$62.53 ($3,376.62/wk.)
8109	Supervising Engineer[2]	Y-3	71.89 (3,882.06/wk.)	
8173	Supervising Engineer[2]	Y-3		62.53 (3,376.62/wk.)
			Schedule B-2[5] Weekly Guarantee - 6 consec. days; 57 cum. hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer	Y-4	57.80 (3,785.90/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		50.55 (3,311.03/wk)
8131	Maintenance Technician	Y-6	51.82 (3,394.21/wk)	
8176	Maintenance Technician	Y-6		45.46 (2,977.63/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	51.82 (3,394.21/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		45.46 (2,977.63/wk)
8144	Utility Sound Technician	Y-7a	51.82 (3,394.21/wk)	
8180	Utility Sound Technician	Y-7a		45.46 (2,977.63/wk)
8151	Micro. Boom Operator	Y-8	51.82 (3,394.21/wk)	
8181	Micro. Boom Operator	Y-8		45.46 (2,977.63/wk)
8161	Sound/Video Service Person III	Y-9	44.41 (2,908.86/wk)	
8182	Sound/Video Service Person III	Y-9		39.15 (2,564.33/wk)
8194	Sound/Video Service Person II	Y-13	30.74 (2,013.47/wk)	
8184	Sound/Video Service Person II	Y-13		26.72 (1,750.16/wk)

Footnotes applicable to this Paragraph 1.(e) begin on page 246.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1. (f) The following **distant location** minimum wage scale shall be effective for the period commencing with July 30, 2023 to and including July 31, 2024 for employees employed on High Budget SVOD Programs subject to the terms and conditions of the Sideletter re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series.

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 – 7/31/24**			Distant Location Minimum Rates	
			Schedule A-1	
			Daily Employees - 1½ after 9; Minimum Call - 9½ hours	
			Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$87.30 ($851.18/day)	
8171	Production Mixer[2]	Y-1		$75.68 ($737.88/day)
8109	Supervising Engineer[2]	Y-3	87.30 (851.18/day)	
8173	Supervising Engineer[2]	Y-3		75.68 (737.88/day)
			1½ after 40 hours	
8111	Operative Supervisor and/or Engineer	Y-4	67.79 (660.95/day)	
8174	Operative Supervisor and/or Engineer	Y-4		59.07 (575.93/day)
8131	Maintenance Technician	Y-6	59.53 (580.42/day)	
8176	Maintenance Technician	Y-6		52.08 (507.78/day)
			Daily Employees - 1½ after 9 and/or 40; Minimum Call - 9½ hours	
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	59.53 (580.42/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		52.08 (507.78/day)
8144	Utility Sound Technician	Y-7a	59.53 (580.42/day)	
8180	Utility Sound Technician	Y-7a		52.08 (507.78/day)
8151	Micro. Boom Operator	Y-8	59.53 (580.42/day)	
8181	Micro. Boom Operator	Y-8		52.08 (507.78/day)
8161	Sound/Video Service Person III	Y-9	47.95 (467.51/day)	
8182	Sound/Video Service Person III	Y-9		38.23 (372.74/day)
8194	Sound/Video Service Person II	Y-13	33.16 (323.31/day)	
8184	Sound/Video Service Person II	Y-13		28.78 (280.61/day)
8185	Sound/Video Service Person I	Y-16	24.36 (237.51/day)	24.36 (237.51/day)
8192	Production Sound/Video Trainee	Y-16a	24.36 (237.51/day)	24.36 (237.51/day)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 – 7/31/24** Occ. Code No.	Classification		Distant Location Minimum Rates Schedule B-1[4] Weekly Guarantee - 54 cum. hours; 6 day week; 1½ after 54 hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$74.05 ($3,998.70/wk.)	
8171	Production Mixer[2]	Y-1		$64.41 ($3,478.14/wk.)
8109	Supervising Engineer[2]	Y-3	74.05 (3,998.70/wk.)	
8173	Supervising Engineer[2]	Y-3		64.41 (3,478.14/wk.)
			Schedule B-2[5] Weekly Guarantee - 6 consec. days; 57 cum. hours; Minimum Call - 8 hours Regular Basic Hourly Rate Journeyman	Entry Level[1]
8111	Operative Supervisor and/or Engineer	Y-4	59.53 (3,899.22/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		52.07 (3,410.59/wk)
8131	Maintenance Technician	Y-6	53.37 (3,495.74/wk)	
8176	Maintenance Technician	Y-6		46.82 (3,066.71/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	53.37 (3,495.74/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		46.82 (3,066.71/wk)
8144	Utility Sound Technician	Y-7a	53.37 (3,495.74/wk)	
8180	Utility Sound Technician	Y-7a		46.82 (3,066.71/wk)
8151	Micro. Boom Operator	Y-8	53.37 (3,495.74/wk)	
8181	Micro. Boom Operator	Y-8		46.82 (3,066.71/wk)
8161	Sound/Video Service Person III	Y-9	45.74 (2,995.97/wk)	
8182	Sound/Video Service Person III	Y-9		40.32 (2,640.96/wk)
8194	Sound/Video Service Person II	Y-13	31.66 (2,073.73/wk)	
8184	Sound/Video Service Person II	Y-13		27.52 (1,802.56/wk)

Footnotes applicable to this Paragraph 1.(f) begin on page 246.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1 Entry Level - One calendar year to move to Journeyman.

2 Y-1 Mixer and Y-3 Supervising Engineer (Journeyman), Schedule E Weekly "On Call" rate - $3,082.79* per week effective August 1, 2021 to and including July 30, 2022; $3,175.27* per week effective July 31, 2022 to and including July 29, 2023; and $3,270.53* per week effective July 30, 2023 to and including July 31, 2024.

Y-1 Mixer and Y-3 Supervising Engineer (Entry Level), Schedule E Weekly "On Call" rate - $2,697.02* per week effective August 1, 2021 to and including July 30, 2022; $2,777.93* per week effective July 31, 2022 to and including July 29, 2023; and $2,861.27* per week effective July 30, 2023 to and including July 31, 2024.

* This rate is for five (5) days only. See Paragraph 31(f) for rates applicable to six (6) days and seven (7) days within a payroll week.

3 A Journeyman Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Operative Supervisor and/or Engineer in the wage scale. An Entry Level Service Recorder and/or Television Engineer, when employed on distant location, shall receive the schedule of pay provided for the classification of Entry Level Operative Supervisor and/or Engineer in the wage scale.

4 All Schedule B-1 and B-2 (Weekly) employees are guaranteed a minimum employment of six (6) consecutive days. After this minimum guarantee has been fulfilled, employment may be continued at Schedule B-1 and B-2 rates until termination.

5 a) Weekly Employees - Employees under this schedule shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the six (6) day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five (5) day workweek.

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

c) Employees (1) who are given assignments on other than the first day of the established payroll week of the Producer (see Paragraph 3) or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer on other than the last day of the six (6) day workweek, shall be paid at the scheduled Regular Basic Hourly Rate of the appropriate Weekly Schedule salary guarantee (or guarantees) with time and one-half (1½) for work time in excess of the minimum call of seven (7) hours for each day of such employment; provided, also, that for each unworked holiday, as provided in Paragraph 9(a), which intervenes between the days of such employment, such employees shall receive one-sixth (1/6) of the guaranteed salary of the appropriate Weekly Schedule.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

2. (a) The following minimum wage scale shall be effective for the period commencing with August 1, 2022 to and including July 29, 2023 for High Budget SVOD Programs and Series to which the terms and conditions of the "Long-Form Sideletter" apply, except that the wage rates set forth in the Local Agreement for the period two periods prior to the period in question apply. (The wage rates set forth below reflect the wage rates set forth in the Local Agreement for the period two periods prior to the period in question, adjusted for the daily/weekly guarantees provided in the "Long-Form Sideletter.")

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/22 – 7/29/23**			Minimum Rates	
			Daily Employees - 1½ after 8; Minimum Call - 8 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$82.29 ($658.32/day)	
8171	Production Mixer[2]	Y-1		$71.34 ($570.72/day)
8109	Supervising Engineer[2]	Y-3	82.29 (658.32/day)	
8173	Supervising Engineer[2]	Y-3		71.34 (570.72/day)
8111	Operative Supervisor and/or Engineer	Y-4	63.90 (511.20/day)	
8174	Operative Supervisor and/or Engineer	Y-4		55.68 (445.44/day)
8131	Maintenance Technician	Y-6	56.12 (448.96/day)	
8176	Maintenance Technician	Y-6		49.09 (392.72/day)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	56.12 (448.96/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		49.09 (392.72/day)
8144	Utility Sound Technician	Y-7a	56.12 (448.96/day)	
8180	Utility Sound Technician	Y-7a		49.09 (392.72/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	56.12 (448.96/day)	56.12 (448.96/day)
8151	Micro. Boom Operator[5]	Y-8	56.19 (449.52/day)	
8181	Micro. Boom Operator[5]	Y-8		49.09 (392.72/day)
8161	Sound/Video Service Person III	Y-9	45.19 (361.52/day)	
8182	Sound/Video Service Person III	Y-9		36.04 (288.32/day)
8194	Sound/Video Service Person II	Y-13	31.25 (250.00/day)	
8184	Sound/Video Service Person II	Y-13		27.13 (217.04/day)
8185	Sound/Video Service Person I	Y-16	22.96 (183.68/day)	22.96 (183.68/day)
8192	Production Sound/Video Trainee	Y-16a	22.96 (183.68/day)	22.96 (183.68/day)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/22 – 7/29/23** Occ. Code No.	Classification		Minimum Rates Weekly Guarantee[6, 7] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Journeyman	Minimum Rates Weekly Guarantee[6, 7] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Entry Level[1]
8105	Production Mixer[2]	Y-1	$69.80 ($2,792.00/wk)	
8171	Production Mixer[2]	Y-1		$60.71 ($2,428.40/wk)
8109	Supervising Engineer[2]	Y-3	69.80 (2,792.00/wk)	
8173	Supervising Engineer[2]	Y-3		60.71 (2,428.40/wk)
8111	Operative Supervisor and/or Engineer	Y-4	56.12 (2,244.80/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		49.08 (1,963.20/wk)
8131	Maintenance Technician	Y-6	50.31 (2,012.40/wk)	
8176	Maintenance Technician	Y-6		44.14 (1,765.60/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	50.31 (2,012.40/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		44.14 (1,765.60/wk)
8144	Utility Sound Technician	Y-7a	50.31 (2,012.40/wk)	
8180	Utility Sound Technician	Y-7a		44.14 (1,765.60/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	50.28 (2,011.20/wk)	50.28 (2,011.20/wk)
8151	Micro. Boom Operator	Y-8	50.31 (2,012.40/wk)	
8181	Micro. Boom Operator	Y-8		44.14 (1,765.60/wk)
8161	Sound/Video Service Person III	Y-9	43.12 (1,724.80/wk)	
8182	Sound/Video Service Person III	Y-9		38.01 (1,520.40/wk)
8194	Sound/Video Service Person II	Y-13	29.84 (1,193.60/wk)	
8184	Sound/Video Service Person II	Y-13		25.94 (1,037.60/wk)

Footnotes applicable to this Paragraph 2.(a) begin on page 251.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

2. (b) The following minimum wage scale shall be effective for the period commencing with July 30, 2023 to and including July 31, 2024 for High Budget SVOD Programs and Series to which the terms and conditions of the "Long-Form Sideletter" apply, except that the wage rates set forth in the Local Agreement for the period two periods prior to the period in question apply. (The wage rates set forth below reflect the wage rates set forth in the Local Agreement for the period two periods prior to the period in question, adjusted for the daily/weekly guarantees provided in the "Long-Form Sideletter.")

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 – 7/31/24**			Minimum Rates	
			Daily Employees - 1½ after 8; Minimum Call - 8 hours	
			Regular Basic Hourly Rate	
Occ. Code No.	Classification		Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$84.76 ($678.08/day)	
8171	Production Mixer[2]	Y-1		$73.48 ($587.84/day)
8109	Supervising Engineer[2]	Y-3	84.76 (678.08/day)	
8173	Supervising Engineer[2]	Y-3		73.48 (587.84/day)
8111	Operative Supervisor and/or Engineer	Y-4	65.82 (526.56/day)	
8174	Operative Supervisor and/or Engineer	Y-4		57.35 (458.80/day)
8131	Maintenance Technician	Y-6	57.80 (462.40/day)	
8176	Maintenance Technician	Y-6		50.56 (404.48/day)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	57.80 (462.40/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		50.56 (404.48/day)
8144	Utility Sound Technician	Y-7a	57.80 (462.40/day)	
8180	Utility Sound Technician	Y-7a		50.56 (404.48/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	57.80 (462.40/day)	57.80 (462.40/day)
8151	Micro. Boom Operator[5]	Y-8	57.88 (463.04/day)	
8181	Micro. Boom Operator[5]	Y-8		50.56 (404.48/day)
8161	Sound/Video Service Person III	Y-9	46.55 (372.40/day)	
8182	Sound/Video Service Person III	Y-9		37.12 (296.96/day)
8194	Sound/Video Service Person II	Y-13	32.19 (257.52/day)	
8184	Sound/Video Service Person II	Y-13		27.94 (223.52/day)
8185	Sound/Video Service Person I	Y-16	23.65 (189.20/day)	23.65 (189.20/day)
8192	Production Sound/Video Trainee	Y-16a	23.65 (189.20/day)	23.65 (189.20/day)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/22 – 7/29/23** Occ. Code No.	Classification		Minimum Rates Weekly Guarantee[6, 7] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Journeyman	Minimum Rates Weekly Guarantee[6, 7] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Entry Level[1]
8105	Production Mixer[2]	Y-1	$71.89 ($2,875.60/wk)	
8171	Production Mixer[2]	Y-1		$62.53 ($2,501.20/wk)
8109	Supervising Engineer[2]	Y-3	71.89 (2,875.60/wk)	
8173	Supervising Engineer[2]	Y-3		62.53 (2,501.20/wk)
8111	Operative Supervisor and/or Engineer	Y-4	57.80 (2,312.00/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		50.55 (2,022.00/wk)
8131	Maintenance Technician	Y-6	51.82 (2,072.80/wk)	
8176	Maintenance Technician	Y-6		45.46 (1,818.40/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	51.82 (2,072.80/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		45.46 (1,818.40/wk)
8144	Utility Sound Technician	Y-7a	51.82 (2,072.80/wk)	
8180	Utility Sound Technician	Y-7a		45.46 (1,818.40/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	51.79 (2,071.60/wk)	51.79 (2,071.60/wk)
8151	Micro. Boom Operator	Y-8	51.82 (2,072.80/wk)	
8181	Micro. Boom Operator	Y-8		45.46 (1,818.40/wk)
8161	Sound/Video Service Person III	Y-9	44.41 (1,776.40/wk)	
8182	Sound/Video Service Person III	Y-9		39.15 (1,566.00/wk)
8194	Sound/Video Service Person II	Y-13	30.74 (1,229.60/wk)	
8184	Sound/Video Service Person II	Y-13		26.72 (1,068.80/wk)

Footnotes applicable to this Paragraph 2.(b) begin on page 251.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1 Entry Level - One calendar year to move to Journeyman.

2 Y-1 Mixer and Y-3 Supervising Engineer (Journeyman), Schedule E Weekly "On Call" rate - $3,082.79 per week effective August 1, 2022 to and including July 29, 2023; and $3,175.27 per week effective July 30, 2023 to and including July 31, 2024.

Y-1 Mixer and Y-3 Supervising Engineer (Entry Level), Schedule E Weekly "On Call" rate - $2,697.02 per week effective August 1, 2022 to and including July 29, 2023; and $2,777.93 per week effective July 30, 2023 to and including July 31, 2024.

3 Videotape Operators and Production Recordists employed on High Budget SVOD Programs less than sixty-six (66) minutes in length recorded digitally shall be paid at the Y-7 rates (for Service Recorders/TV Engineers/Video Assists (Occ. Code Nos. #8141 and 8178)). These classifications are interchangeable on the same basis as any other Y-7 classification, as set forth in Paragraph 12 of this Agreement.

4 The Audio Utility Person (sometimes also referred to as "Audio Assist" or "A-2") and Chyron Operator classifications apply only to High Budget SVOD Programs less than sixty-six (66) minutes in length recorded digitally.

5 When a Microphone Boom Operator is hired on a daily basis, the wage rate under the "Long-Form Sideletter" (as set forth herein) applies in lieu of the wage rate set forth in the Local Agreement for the period two periods prior to the period in question.

6 All Weekly employees are guaranteed a minimum employment of five (5) consecutive days. After this minimum guarantee has been fulfilled, employment may be continued at the weekly rates until termination.

7 a) Weekly Sound Employees - Employees shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the five-day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five-day workweek.

b) The guaranteed pay of weekly employees who absent themselves without the employer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence. Otherwise, an employer may not prorate the pay of a weekly employee who works a partial workweek unless the weekly employee is employed in a classification that has a daily rate and the weekly employee is paid for each day worked in the partial workweek at the daily rate.

c) Employees (1) who are given assignments on other than the first day of the established payroll week of the Producer (see Paragraph 3) or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer on other than the last day of the five-day workweek, shall be paid for each unworked holiday, as provided in Paragraph 9(a), which intervenes between the days of such employment, one-fifth (1/5) of the guaranteed salary of the appropriate Weekly Schedule.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

3. (a) The following minimum wage scale shall be effective for the period commencing with August 1, 2022 to and including July 29, 2023 for High Budget SVOD Programs and Series to which the terms and conditions of the "Long-Form Sideletter" apply, except that the wage rates set forth in the Local Agreement for the period prior to the period in question apply. (The wage rates set forth below reflect the wage rates set forth in the Local Agreement for the period prior to the period in question, adjusted for the daily/weekly guarantees provided in the "Long-Form Sideletter.")

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/22 – 7/29/23**			Minimum Rates	
			Daily Employees - 1½ after 8; Minimum Call - 8 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$84.76 ($678.08/day)	
8171	Production Mixer[2]	Y-1		$73.48 ($587.84/day)
8109	Supervising Engineer[2]	Y-3	84.76 (678.08/day)	
8173	Supervising Engineer[2]	Y-3		73.48 (587.84/day)
8111	Operative Supervisor and/or Engineer	Y-4	65.82 (526.56/day)	
8174	Operative Supervisor and/or Engineer	Y-4		57.35 (458.80/day)
8131	Maintenance Technician	Y-6	57.80 (462.40/day)	
8176	Maintenance Technician	Y-6		50.56 (404.48/day)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	57.80 (462.40/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		50.56 (404.48/day)
8144	Utility Sound Technician	Y-7a	57.80 (462.40/day)	
8180	Utility Sound Technician	Y-7a		50.56 (404.48/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	57.80 (462.40/day)	57.80 (462.40/day)
8151	Micro. Boom Operator	Y-8	57.80 (462.40/day)	
8181	Micro. Boom Operator	Y-8		50.56 (404.48/day)
8161	Sound/Video Service Person III	Y-9	46.55 (372.40/day)	
8182	Sound/Video Service Person III	Y-9		37.12 (296.96/day)
8194	Sound/Video Service Person II	Y-13	32.19 (257.52/day)	
8184	Sound/Video Service Person II	Y-13		27.94 (223.52/day)
8185	Sound/Video Service Person I	Y-16	23.65 (189.20/day)	23.65 (189.20/day)
8192	Production Sound/Video Trainee	Y-16a	23.65 (189.20/day)	23.65 (189.20/day)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **8/1/22 – 7/29/23** Occ. Code No.	Classification		Minimum Rates Weekly Guarantee[5, 6] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Journeyman	Minimum Rates Weekly Guarantee[5, 6] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Entry Level[1]
8105	Production Mixer[2]	Y-1	$71.89 ($2,875.60/wk)	
8171	Production Mixer[2]	Y-1		$62.53 ($2,501.20/wk)
8109	Supervising Engineer[2]	Y-3	71.89 (2,875.60/wk)	
8173	Supervising Engineer[2]	Y-3		62.53 (2,501.20/wk)
8111	Operative Supervisor and/or Engineer	Y-4	57.80 (2,312.00/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		50.55 (2,022.00/wk)
8131	Maintenance Technician	Y-6	51.82 (2,072.80/wk)	
8176	Maintenance Technician	Y-6		45.46 (1,818.40 /wk)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	51.82 (2,072.80/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		45.46 (1,818.40 /wk)
8144	Utility Sound Technician	Y-7a	51.82 (2,072.80/wk)	
8180	Utility Sound Technician	Y-7a		45.46 (1,818.40 /wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	51.79 (2,071.60/wk)	51.79 (2,071.60/wk)
8151	Micro. Boom Operator	Y-8	51.82 (2,072.80/wk)	
8181	Micro. Boom Operator	Y-8		45.46 (1,818.40/wk)
8161	Sound/Video Service Person III	Y-9	44.41 (1,776.40/wk)	
8182	Sound/Video Service Person III	Y-9		39.15 (1,566.00/wk)
8194	Sound/Video Service Person II	Y-13	30.74 (1,229.60/wk)	
8184	Sound/Video Service Person II	Y-13		26.72 (1,068.80/wk)

Footnotes applicable to this Paragraph 3.(a) begin on page 256.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

3. (b) The following minimum wage scale shall be effective for the period commencing with July 30, 2023 to and including July 31, 2024 for High Budget SVOD Programs and Series to which the terms and conditions of the "Long-Form Sideletter" apply, except that the wage rates set forth in the Local Agreement for the period prior to the period in question apply. (The wage rates set forth below reflect the wage rates set forth in the Local Agreement for the period prior to the period in question, adjusted for the daily/weekly guarantees provided in the "Long-Form Sideletter.")

I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 – 7/31/24**			Minimum Rates	
			Daily Employees - 1½ after 8; Minimum Call - 8 hours	
Occ. Code No.	Classification		Regular Basic Hourly Rate	
			Journeyman	Entry Level[1]
8105	Production Mixer[2]	Y-1	$87.30 ($698.40/day)	
8171	Production Mixer[2]	Y-1		$75.68 ($605.44/day)
8109	Supervising Engineer[2]	Y-3	87.30 (698.40/day)	
8173	Supervising Engineer[2]	Y-3		75.68 (605.44/day)
8111	Operative Supervisor and/or Engineer	Y-4	67.79 (542.32/day)	
8174	Operative Supervisor and/or Engineer	Y-4		59.07 (472.56/day)
8131	Maintenance Technician	Y-6	59.53 (476.24/day)	
8176	Maintenance Technician	Y-6		52.08 (416.64/day)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	59.53 (476.24/day)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		52.08 (416.64/day)
8144	Utility Sound Technician	Y-7a	59.53 (476.24/day)	
8180	Utility Sound Technician	Y-7a		52.08 (416.64/day)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	59.53 (476.24/day)	59.53 (476.24/day)
8151	Micro. Boom Operator	Y-8	59.53 (476.24/day)	
8181	Micro. Boom Operator	Y-8		52.08 (416.64/day)
8161	Sound/Video Service Person III	Y-9	47.95 (383.60/day)	
8182	Sound/Video Service Person III	Y-9		38.23 (305.84/day)
8194	Sound/Video Service Person II	Y-13	33.16 (265.28/day)	
8184	Sound/Video Service Person II	Y-13		28.78 (230.24/day)
8185	Sound/Video Service Person I	Y-16	24.36 (194.88/day)	24.36 (194.88/day)
8192	Production Sound/Video Trainee	Y-16a	24.36 (194.88/day)	24.36 (194.88/day)

(continued)

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I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local 695 **7/30/23 – 7/31/24** Occ. Code No.	Classification		Minimum Rates Weekly Guarantee[5, 6] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Journeyman	Minimum Rates Weekly Guarantee[5, 6] - 40 cumulative hours; 5 consec days; 1½ after 40 hours Regular Basic Hourly Rate Entry Level[1]
8105	Production Mixer[2]	Y-1	$74.05 ($2,962.00/wk)	
8171	Production Mixer[2]	Y-1		$64.41 ($2,576.40/wk)
8109	Supervising Engineer[2]	Y-3	74.05 (2,962.00/wk)	
8173	Supervising Engineer[2]	Y-3		64.41 (2,576.40/wk)
8111	Operative Supervisor and/or Engineer	Y-4	59.53 (2,381.20/wk)	
8174	Operative Supervisor and/or Engineer	Y-4		52.07 (2,082.80/wk)
8131	Maintenance Technician	Y-6	53.37 (2,134.80/wk)	
8176	Maintenance Technician	Y-6		46.82 (1,872.80/wk)
8141	Service Recorder/TV Engineer/ Video Assist[3]	Y-7	53.37 (2,134.80/wk)	
8178	Service Recorder/TV Engineer/ Video Assist[3]	Y-7		46.82 (1,872.80/wk)
8144	Utility Sound Technician	Y-7a	53.37 (2,134.80/wk)	
8180	Utility Sound Technician	Y-7a		46.82 (1,872.80/wk)
8199	Audio Utility Person/Audio Assist/ Chyron Operator[4]	A-2	53.34 (2,133.60/wk)	53.34 (2,133.60/wk)
8151	Micro. Boom Operator	Y-8	53.37 (2,134.80/wk)	
8181	Micro. Boom Operator	Y-8		46.82 (1,872.80/wk)
8161	Sound/Video Service Person III	Y-9	45.74 (1,829.60/wk)	
8182	Sound/Video Service Person III	Y-9		40.32 (1,612.80/wk)
8194	Sound/Video Service Person II	Y-13	31.66 (1,266.40/wk)	
8184	Sound/Video Service Person II	Y-13		27.52 (1,100.80/wk)

Footnotes applicable to this Paragraph 3.(b) begin on page 256.

APPENDIX B

Local 695 (Sound Technicians) Rate Schedule – High Budget SVOD Programs

1 Entry Level - One calendar year to move to Journeyman.

2 Y-1 Mixer and Y-3 Supervising Engineer (Journeyman), Schedule E Weekly "On Call" rate - $3,175.27 per week effective August 1, 2022 to and including July 29, 2023; and $3,270.53 per week effective July 30, 2023 to and including July 31, 2024.

Y-1 Mixer and Y-3 Supervising Engineer (Entry Level), Schedule E Weekly "On Call" rate - $2,777.93 per week effective August 1, 2022 to and including July 29, 2023; and $2,861.27 per week effective July 30, 2023 to and including July 31, 2024.

3 Videotape Operators and Production Recordists employed on High Budget SVOD Programs less than sixty-six (66) minutes in length recorded digitally shall be paid at the Y-7 rates (for Service Recorders/TV Engineers/Video Assists (Occ. Code Nos. #8141 and 8178)). These classifications are interchangeable on the same basis as any other Y-7 classification, as set forth in Paragraph 12 of this Agreement.

4 The Audio Utility Person (sometimes also referred to as "Audio Assist" or "A-2") and Chyron Operator classifications apply only to High Budget SVOD Programs less than sixty-six (66) minutes in length recorded digitally.

5 All Weekly employees are guaranteed a minimum employment of five (5) consecutive days. After this minimum guarantee has been fulfilled, employment may be continued at the weekly rates until termination.

6 a) Weekly Sound Employees - Employees shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the five-day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five-day workweek.

b) The guaranteed pay of weekly employees who absent themselves without the employer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence. Otherwise, an employer may not prorate the pay of a weekly employee who works a partial workweek unless the weekly employee is employed in a classification that has a daily rate and the weekly employee is paid for each day worked in the partial workweek at the daily rate.

c) Employees (1) who are given assignments on other than the first day of the established payroll week of the Producer (see Paragraph 3) or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer on other than the last day of the five-day workweek, shall be paid for each unworked holiday, as provided in Paragraph 9(a), which intervenes between the days of such employment, one-fifth (1/5) of the guaranteed salary of the appropriate Weekly Schedule.