

August 30, 2018

GENERAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2018
between
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
and
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
FOR THE THEATRICAL AND TELEVISION MOTION PICTURE AREA
STANDARDS AGREEMENT

This Memorandum of Agreement is entered into as of August 1, 2018 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the “IATSE”), on its own behalf and on behalf of the Local Unions whose jurisdictions are covered by the 2018 IATSE Area Standards Agreement (such International Alliance and Locals being referred to individually as the “Union” and collectively as the “Unions”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Producers which have effectively consented to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the “Employer” and collectively referred to as the “Employers” and listed on Exhibit “A” attached hereto), on the other hand.

This Memorandum of Agreement modifies the Theatrical and Television Motion Picture Area Standards Agreement between the IATSE and the Employers which became effective on August 1, 2015.

All of the provisions of the current Area Standards Agreement between the parties shall remain the same, unless otherwise specifically changed as noted herein. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

Provided that the AMPTP receives notice of ratification on or before September 17, 2018, the provisions herein shall be effective upon notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

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

1. **Term**

Modify Article 24 (“Term of Agreement”) as follows:

“The term of this Agreement shall commence on August 1, ~~2015-2018~~ and shall remain in full force and effect for three (3) years, terminating on July 31, ~~2018-2021~~.”

Unless otherwise expressly provided herein, the terms and conditions of this Agreement shall be effective August 1, ~~2015~~2018.”

2. **Wages**

- a. Minimum contract wage rates shall be increased by three percent (3%) effective July 29, 2018, by an additional three percent (3%) effective August 4, 2019, and by an additional three percent (3%) effective August 2, 2020. These increases shall be compounded.
- b. Change the “Laptop Operator” classification to “Lighting Programmer” in the wage schedules of Appendix A of the Area Standards Agreement.
- c. Add the new classification of “Assistant Costume Designer” to the wage schedules of Appendix A of the Area Standards Agreement, the wages for which shall be subject to individual negotiation.
- d. Add the new classification of “Graphic Artist” to the wage schedules of Appendix A of the Area Standards Agreement, subject to the following:
 - i. When engaged by the Employer, Graphic Artists shall be paid the same as the Scenic Artist. No employee employed on a production as a Graphic Artist on August 1, 2018 shall have his or her rate reduced on that production as a result of this agreement.
 - ii. The parties recognize that the work of a Graphic Artist has historically been performed and may continue to be performed by others within the bargaining unit (including but not limited to a Costume Designer) as well as others outside of the bargaining unit, including outside contractors.

3. **Fringe Benefits**

- a. All health contribution rates in Article 5 of the Agreement shall be increased by \$4.00 per day effective July 29, 2018, by an additional \$4.00 per day effective August 4, 2019 and by an additional \$5.00 per day effective August 2, 2020. Except as to employees covered under the Area Standards Agreement and working in Hawaii and San Diego, California, all such amounts shall be allocated to the IATSE National Health and Welfare Fund. For employees working under the Area Standards Agreement in Hawaii, such amounts shall be allocated to the IATSE Local 665 Health and Welfare Trust Fund. For employees working under the Area Standards Agreement in San Diego, California, such amounts shall be allocated to the San Diego Theatrical Health and Welfare Trust Fund.

b. *Modify footnote 4 of the Area Standards Agreement to provide:*

“⁴ Only for areas that apply the ‘Maryland’ or ‘non-Maryland’ fringe rates, once during the term of the Agreement, upon sixty (60) days’ advance notice to the Employers, the Union will have the right to reallocate contributions from the IATSE Annuity Fund to the IATSE National Health and Welfare Fund, provided that the reallocation results in a uniform allocation for all groups who are under the ‘Maryland’ fringe rates and/or a uniform allocation for all groups who are under the ‘non-Maryland’ fringe rates. The Union shall provide notice to the AMPTP and Employers of said allocation.”

c. *Add the following sentence at the end of (and update the date of) Sideletter No. 9 to the Area Standards Agreement:*

“Local USA 829 shall provide notice to the AMPTP and Employers of said allocation.”

d. *Modify footnote number 5 of the Area Standards Agreement to provide:*

“⁵ Effective August 2, 2015, the Employer shall make contributions on behalf of employees employed within the jurisdiction of Local 122 in San Diego, California as follows: (a) health and welfare contributions shall be made to the San Diego Theatrical Health and Welfare Trust Fund; and (b) the amount allocated to pension and annuity contributions shall be made solely to the I.A.T.S.E. Annuity Fund.”

e. *Modify footnote number 6 of the Area Standards Agreement to provide:*

“Pension contributions for employees hired within the jurisdiction of Local 209 in Ohio shall be made to the Local 27 Pension Plan.”

4. **Notification - Article 2 (U-2)**

Modify the first paragraph of Article 2(C)(1) as follows and attach the Project Information Sheet (which is attached hereto) as “Appendix D” to the Theatrical and Television Motion Picture Area Standards Agreement:

“(C) (1) The Employer shall provide written notice to the I.A.T.S.E. General Office with the following information, if known (or may submit the information, if known, in the form of a Project Information Sheet, attached as Appendix D to this Agreement) for each theatrical motion picture, television motion picture and covered New Media production on which employees are employed under this Agreement no later than two (2) weeks after opening a production office for such motion picture or production. The Employer shall serve written notice on the I.A.T.S.E. General Office of

~~its intent, or that of another production entity, to employ persons under this Agreement prior to engaging such employees for a given production.~~

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

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

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

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

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

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

Make conforming changes, including by numbering the current second paragraph of Article 2(C)(1) as Article 2(C)(2) and renumbering the current Article 2(C)(2) to Article 2(C)(3).

5. **Rest Periods**

Modify Article 3(F) of the Area Standards Agreement as provided below:

“(F) Rest Periods

“(1) The rest period following dismissal shall be ten (10) hours for ‘on production’ daily employees and for ‘off production’ daily employees assigned to a production, employed as Local or Nearby Hires on a part of a mini-series or on an episode of a series described below in subparagraphs (i), (ii) or (iii), which part or episode commences principal photography on or after [insert date that is ninety (90) days following the AMPTP’s receipt of notice of ratification]:

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

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

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

“(This provision shall not apply to pilots nor to series in the first season of production.)

“(2) For all other daily employees, the rest period following dismissal shall be nine (9) hours, except that

~~“(1) Except as provided in subparagraph (2) below, there will be a nine (9) hour daily rest period after dismissal.~~

“(2) In the event that an employee works fourteen (14) or more hours on two (2) consecutive days for the same Employer on the same production, there will be a ten (10) hour rest period commencing upon the employee’s dismissal on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Employer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off. The exception in the preceding sentence shall not apply to pilots nor to series in their first season of production.

“(3) Employees who do not receive a full rest period as provided herein shall receive additional straight time for all invaded hours.”

Make conforming changes.

6. **Courtesy Housing**

Add a new paragraph (M) to Article 3, “Minimum Conditions,” titled “Courtesy Housing and Transportation” in the Area Standards Agreement providing as follows:

“(M) Courtesy Housing and Transportation

“Upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer that the employee is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer’s expense.⁴ Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.”

Make conforming changes.

7. **Cancellation of Calls**

Modify Article 11 to provide as follows:

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

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

“In the event a daily employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third (1/3) of the amount due under Article 5; however, if the notification to the daily

⁴ “Round trip transportation may include public transportation if reasonable under the circumstances.”

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

“In the event an ‘on call’ employee is notified not to report to work, he or she shall be paid one-half (½) of one-fifth (1/5) of his or her weekly rate, and the Employer shall contribute one-third (1/3) of the amount due under Article 5; however, if the notification to the ‘on call’ employee is untimely, or the Employer authorizes the ‘on call’ employee to work that day, the ‘on call’ employee shall be paid for the day.

“The foregoing is in addition to the Employer’s rights under Section 11(C) below. The Union agrees that it will not unreasonably deny a request by the Employer to issue a ‘weather-permitting’ call under this paragraph for other weather conditions.

“(C) Notwithstanding the above, the Employer may cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes), provided that the Employer provides notice to the Union as soon as practicable. ~~The Union agrees that it will not unreasonably deny a request by the Employer to cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes).~~ The employees must be notified of the cancellation no later than 8:00 p.m. the night before the call. This provision shall also be applicable to calls for the first day of a new workweek (e.g., Monday) so long as the Employer makes the effort to inform employees on the last day of the preceding workweek (i.e., Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (i.e., Sunday in the case of a Monday call.) The Union agrees that it will not unreasonably deny a request by the Employer to cancel a call under this subparagraph (C) due to other weather conditions.”

Make conforming changes.

8. **Weekly Living Allowance**

Modify Article 3(H)(2) to provide:

“(2) ‘Nearby Hires’ shall be paid a weekly living allowance of no less than \$392.00 per week (\$427.00 per week effective December 30, 2018; \$462.00 per week effective August 4, 2019 and \$532.00 effective August 2, 2020), or \$56 per day prorated (\$61 per day effective December 30, 2018; \$66 per day prorated effective August 4, 2019 and \$76 per day effective August 2, 2020).”

9. **Idle Pay**

Modify Article 3(K)(1) as follows:

“(K) **Idle Pay**

“(1) **Distant Hires**

“The Employer shall pay each employee housed on distant location four (4) hours pay at the employee's scale hourly rate for each idle day in a workweek and shall make benefit plan contributions on behalf of each such employee in the amount specified in this Agreement for each such idle day; however, no such employee shall receive more than two (2) days of idle pay in a workweek, except as a result of a workweek shift pursuant to Article 3(C).”

10. **Suitable Eating Facilities**

Modify Article 4(A) as follows:

“(A) Meal periods shall not be less than one-half (½) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after a second meal shall be one and one-half hours except when such meal is provided at the Employer's expense. With the exception of “off production” employees, meals shall be provided by the Employer or a meal allowance shall be paid. However, when the Employer furnishes meals to a shooting unit, and an “off production” crew is working on the same site at the same time for the same production, the Employer will either furnish meals to the “off production” crew or pay the “off production” crew a meal allowance. The Employer need not provide a meal or a meal allowance whenever suitable eating facilities are readily available in the vicinity of the production location. Suitable eating facilities do not include gas stations, convenience stores, facilities with a single menu item or facilities without seating where employees can consume a meal. Payments of per diem to an employee shall be deemed to satisfy the meal allowance obligation.”

11. **New Media**

a. *Add a new Paragraph F.(4)(a)(iv) to Sideletter No. 12 re Productions Made for New Media (and make conforming changes) to provide:*

“(iv) The wage rates, fringe rates and working conditions applicable to theatrical motion pictures, as set forth in this Agreement, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over \$30 million [to be increased by the wage

increases in each year of the Agreement/ (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20,000,000 or more domestic subscribers.¹

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

b. Subscriber Count

- i. Change the subscriber threshold in Paragraph F.(4) of Sideletter No. 12 from 15 million subscribers to 20 million subscribers.
- ii. *Add a new subparagraph (d) to Paragraph F.(4) of Sideletter No. 12 as follows:*

“(d) For purposes of determining applicable terms and conditions under this subparagraph (4), 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 in the United States and Canada that applies to the first episode of the season shall apply to the entire season.”

¹ The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. Employer shall provide the IATSE, upon request, with a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. All information received or reviewed by professionals shall be confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

c. **“Mid-Budget SVOD Programs”**

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

“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original ‘High Budget SVOD Program’)

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

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

“(i) any program or series that would otherwise qualify as a ‘Mid-Budget SVOD Program’ within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to August 1, 2019; or

“(ii) any program or series that would otherwise qualify as a ‘Mid-Budget SVOD Program’ within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after August 1, 2019, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to August 1, 2019.

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

“Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or

series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after August 1, 2019 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).²

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

“(b) Mid-Budget SVOD Programs Defined

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

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

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

66 Minutes or more

\$2,100,000 or more but less than \$3,000,000

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

“(c) Terms and Conditions

“The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the 2018 Area Standards Agreement for a long-form television motion picture, except that:

“(A) Employees employed on a Mid-Budget SVOD Program shall be paid at the “Pilot, Long-Form and First Year of One-Hour Episodic Series” wage rates for the period two periods prior to the period in question (e.g., during the period August 2, 2020 to July 31, 2021, the wage rate for the period July 29, 2018 to August 3, 2019 shall apply);

“(B) Paragraph E.(5) of this Sideletter shall apply; and

“(C) Rest periods shall be as provided in Article 3(F)(1) of the 2018 IATSE Area Standards Agreement.

[***]

“G. Representatives of the IATSE shall have the right to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Mid-Budget SVOD Program as set forth in Paragraph D.(2) above or a High Budget SVOD Program, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F.(3) above. Employer agrees to cooperate and provide requested relevant additional information about the budget that is reasonably available to it. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.”

- d. Renew the “sunset” clause in Paragraph H. of Sideletter No. 12 re: Productions Made for New Media.

12. **Safety**

Revise Article 10(A) as follows:

“ARTICLE 10 – SAFETY AND SPECIALIZED WORK

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

13. **Diversity and Inclusion Task Force**

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

The Task Force would: (a) meet at least once every four months during the term of the Agreement and thereafter; (b) examine characteristics of labor pool; (c) share information and discuss ways to improve existing initiatives; (d) develop new initiatives aimed at increasing the employment of under-represented groups including but not limited to women, people of color, people with disabilities, LGBTQ individuals, etc.; and (e) develop criteria to benchmark success in these areas.

14. **Safety and Harassment Prevention Training**

The parties agree that safety training (with a minimum of the A1 and A2 courses) and harassment prevention training shall be mandatory during the term of the Agreement. Representatives of the IATSE and representatives of the AMPTP will convene a meeting following the date of ratification to discuss the implementation of the mandatory safety training program and the harassment prevention training, including establishing the date on which the program will become mandatory (*i.e.*, the date when individuals can begin to take the online courses). The parties will devise a method to reflect an individual’s successful completion of the training program.

15. **Housekeeping: Assistant Location Managers**

Modify Article 1(C) to provide as follows:

“(C) Location Managers and Assistant Location Managers who are hired by the Employer or its agents to work in the States of Colorado, Maine, Maryland, Massachusetts, New Hampshire, New Mexico, Louisiana (excluding Baton Rouge and Shreveport), Rhode Island, Tennessee, Vermont and Virginia, and in Puerto Rico and Washington D.C., other than individuals hired in Los Angeles County under the Producer–Studio Transportation Drivers, Local #399, Location Managers Agreement, ~~or~~ Second Assistant Directors hired in the New York Area or within a seventy-five (75) mile radius of Chicago under the DGA Basic Agreement or Assistant Location Managers or others employed in the States of New York, New Jersey, and Connecticut under an Agreement with Theatrical Drivers and Helpers, Local Union No. 817, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, to perform the duties of a Location Manager or Assistant Location Manager.”

Make conforming changes, including but not limited to modifying Article 2(F) to provide as follows:

“The foregoing does not apply to any Location Manager or Assistant Location Manager hired in Los Angeles County under the Producer–Studio Transportation Drivers, Local #399, Location Managers Agreement, ~~or~~ Second Assistant Directors hired in the New York Area or within a seventy-five (75) mile radius of Chicago under the DGA Basic Agreement or Assistant Location Managers or others employed in the States of New York, New Jersey, and Connecticut under an Agreement with Theatrical Drivers and Helpers, Local Union No. 817, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, to perform the duties of a Location Manager or Assistant Location Manager in the geographic areas identified above.”

16. **Housekeeping: Sick Leave Laws**

Modify Article 23(B) as follows (note that the parties agreed to add the waiveable paid sick leave laws of Berkeley, California and the state of Arizona via letter agreement dated February 7, 2017):

“(B) Other Sick Leave Laws

“The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by

Ordinance No. 28275); all requirements pertaining to “paid sick leave” in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); Article 8.1 of Title 23, Chapter 2 of the Arizona revised Statutes; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted within the jurisdiction of this Agreement. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

17. **Appendix B**

Parties agree to update Appendix B list of administering Local Unions, and Union agrees to provide AMPTP and Producers with notice of changes in Appendix B during the term of the Agreement.

a. **Local USA 829**

Add the following to Appendix B of the Area Standards Agreement:

“**Local USA 829** (for Costume Designers, Assistant Costume Designers, Scenic Artists, Painters, Sculptors and Plasterers, Set Designers/Model Makers and Illustrators in the States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.)

United Scenic Artists Local USA 829
29 West 38th Street
15th Floor
New York, NY 10018
Phone: 212-581-0300 FAX: 212-977-2011”

b. **Local 122**

In Appendix B of the Area Standards Agreement, modify the entry for Local 122 to provide as follows:

“**Local 122**(~~City of San Diego, Palm Springs, Palm Desert, Hemet, Banning, Elsinore/29 Palms, California~~)
3737 Camino del Rio South, Suite 307
San Diego, CA 92108
Phone: 619-640-0042 FAX: 619-640-3840”

c. **Local 478**

In Appendix B of the Area Standards Agreement, modify the entry for Local 478 to provide as follows:

“**Local 478** (State of Louisiana, ~~and~~ Southern Mississippi and Mobile, Alabama
and vicinity)

432 N. Anthony Street, #305

New Orleans, LA 70119

Phone: 504-486-2192

FAX: 504-483-9961”

d. **Local 479**

In Appendix B of the Area Standards Agreement, modify the entry for Local 479 to provide as follows:

“**Local 479** (State of Georgia, except for Savannah, and Alabama, except for
Mobile and vicinity)

4220 International Parkway, Suite 100

Atlanta, GA 30354

Phone: 404-361-5676

FAX: 404-361-5677”

e. **Local 484**

In Appendix B of the Area Standards Agreement, modify the entry for Local 484 to provide as follows:

“**Local 484** (States of Texas and Oklahoma)

4818 East Ben White Blvd., Suite 204~~1514 Ed Bluestein Blvd., Suite 106~~

Austin, TX ~~78741~~~~78721~~

Phone: 512-385-3466

FAX: 512-385-3370 “

f. **Local 492**

In Appendix B of the Area Standards Agreement, modify the entry for Local 492 to provide as follows:

“**Local 492** (States of Tennessee and Northern Mississippi)

310 Homestead Rd.~~4610 Charlotte Pike~~

Nashville, TN ~~37207~~~~37209~~

Phone: 615-386-3492

FAX: 615-460-7492”

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

_____ Date: _____
Carol A. Lombardini, President

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

_____ Date: _____
Matthew D. Loeb, International President

EXHIBIT “A”
Companies Represented by the AMPTP
in the 2018 IATSE Area Standards Agreement Negotiations

7 Friends Pictures Inc.
300 Pictures, Inc.
1440 Productions LLC

ABC Signature Studios, Inc.
Adobe Pictures, Inc.
Alive and Kicking, Inc.

Bonanza Productions Inc.
Broken Foot Productions, Inc.

Canada Premiere Pictures Inc.
Castle Rock Pictures, Inc.
CBS Films Inc.
CBS Studios Inc.
Charlestown Productions LLC
Chime Productions, LLC
Classic Films Inc.
Columbia Pictures Industries, Inc.
Corporate Management Solutions, Inc.
Crown City Pictures Inc.

Delta Blues Productions LLC
Digital 360 Productions, Inc.
Dutch Boy Productions, LLC
DW Studios Productions L.L.C.

Eye Productions Inc.

Film 49 Productions, Inc.
Focus Features Productions LLC
FTP Productions, LLC

Grass Skirt Digital Productions, Inc.
GWave Productions, LLC

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

Jay Squared Productions LLC

Kapital Productions, LLC
Kiki Tree Pictures Inc.

Lennox House Pictures Inc.
Louisiana Premiere Productions LLC

Main Gate Productions LLC
Marvel Film Productions LLC
Marvel Picture Works LLC
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Minim Productions, Inc.
Mutiny Pictures Inc.

New Line Productions, Inc.
New Regency Productions, Inc.
Ninjutsu Pictures, Inc.
NS Pictures, Inc.

Olive Avenue Productions LLC
On the Brink Productions, Inc.
Open 4 Business Productions LLC
Orange Cone Productions LLC

Pacific 2.1 Entertainment Group, Inc.
Paige Productions, Inc.
Palladin Productions LLC
Paramount Pictures Corporation
Paramount Worldwide Productions Inc.
Picrow, Inc.
Picrow Streaming Inc.
Picrow Features Inc.
PP21 Productions LLC
Produced Bayou Productions, Inc.

Random Pictures Inc.
Red Zone Pictures, Inc.
Redemption Pictures, Inc.
Riverboat Productions, LLC
Rose City Pictures, Inc.
Rozar Pictures, LLC

S&K Pictures, Inc.
Salty Pictures, Inc.
San Vicente Productions, Inc.

Scope Productions, LLC
Screen Gems Productions, Inc.
Shovel Buddies, LLC
SLO Productions Inc.
Smallville Studios Inc.
Stage 6 Films, Inc.
Stalwart Films, LLC
Storyteller Productions Co., LLC
Stu Segall Productions, Inc.

Theoretical Pictures, Inc.
Tornado Productions, LLC
Touchstone Television Productions, LLC
 dba ABC Studios
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation

Universal Cable Productions LLC
Universal City Studios LLC
Upside Down Productions Inc.

Walt Disney Pictures
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.

YNFS Productions LLC

IATSE-PRODUCER PROJECT INFORMATION SHEET

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

Please send completed form to notices@iatse.net

PROJECT TITLE: _____ DATE: _____

SIGNATORY PRODUCER / EMPLOYER: _____ PRODUCTION COMPANY: _____

FEATURE **DIRECT-TO-VIDEO**

TELEVISION:

INTENDED FOR EXHIBITION ON: Network Basic Cable Pay TV Other: _____

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

LENGTH: ½ Hour 1 Hour Other: _____

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

LENGTH: Under 20 minutes 20 minutes or more

TYPE: Pilot Episodic Series Long Form/ Mini Series Other: _____

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

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

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

High Budget SVOD Program:

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

PRODUCTION LOCATION(S): _____

POST-PRODUCTION LOCATION(S): _____

PRINCIPAL PHOTOGRAPHY START DATE: _____

LABOR RELATIONS CONTACT: _____

Tel: _____ Email: _____

UNIT PRODUCTION MANAGER / LINE PRODUCER: _____

Tel: _____ Email: _____

PRODUCTION OFFICE INFO:

Address: _____ Address 2: _____

City: _____ State / Province: _____ Postal Code: _____ Country: _____

Tel: _____ Email: _____

PAYROLL SERVICE: _____