

**AGREEMENT OF AUGUST 1, 2009 between PRODUCER and
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States and Canada and
AFFILIATED PROPERTY CRAFTSPERSONS, LOCAL #44**

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**AGREEMENT OF AUGUST 1, 2009
BETWEEN PRODUCER AND I.A.T.S.E. & M.P.T.A.A.C.
AND LOCAL #44 THEREOF**

THIS AGREEMENT, executed as of August 1, 2009 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

AFFILIATED PROPERTY CRAFTSPERSONS, LOCAL #44

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

THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHO HAVE EFFECTIVELY CONSENTED, IN WRITING, TO BE PART OF THE SINGLE MULTI-EMPLOYER BARGAINING UNIT (EACH HEREINAFTER RESPECTIVELY REFERRED TO AS THE "PRODUCER" AND COLLECTIVELY REFERRED TO AS THE "PRODUCERS"), ON THE OTHER HAND.

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

ARTICLE 1. Scope of Agreement

This Agreement is made subject to the "Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2009."

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.

This Agreement shall also be applicable to the classification of Coordinator, listed in the "Wage Scales, Hours of Employment and Working Conditions" set forth herein, employed by and responsible to the Producer to perform services in the County of Los Angeles, or hired by and responsible to 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.

The term "Coordinator," as hereinafter used, shall be deemed to mean an employee rendering services as "Coordinator," as that term is commonly used in the motion picture industry.

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

(3) 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.

ARTICLE 5. Better Conditions - Deal Memos - Personal Service Contracts

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.

The following, when individually negotiated pursuant to this Article, are subject to grievance and arbitration: the guaranteed period of employment, wage rate or salaries, the number of guaranteed hours, equipment rental and travel. If such items are included in a deal memo or personal service contract, a copy thereof shall, upon request, be furnished to the Local Union. Such deal memo or personal service contract shall conform, as a minimum, to the terms and conditions of this Agreement.

The following language shall be included in all deal memos or personal service contracts: "All provisions of this deal memo (or personal service contract) are subject to and must provide no less than the terms and conditions of the IATSE Basic Agreement and the applicable IATSE West Coast Studio Local Agreement."

Producer will notify the Union of the fact that it has executed any written personal service contract or deal memo with any person subject to this Agreement, and will certify that such personal service contract or deal memo 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 a precedent for granting better conditions and terms than those herein provided to any other individuals or job.

ARTICLE 6. Authority of Union and Producer

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

ARTICLE 7. Grievance and Arbitration Procedure

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

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

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

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

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

Conciliation Committee

Step Two - If, within ten (10) working days after the response has been served, the parties fail to meet, or if the grievance is not settled,

then the aggrieved party may proceed to Step Two, by delivering or mailing, within five working days thereafter, a written demand, which shall include a statement of the particulars of the claim, upon the other party and upon the International Representative of the IATSE and CSATF. If neither party requests a Step Two conciliation meeting, then the aggrieved party may proceed directly to Step Three regarding expedited or regular arbitration, by serving a written demand upon the other party within the time periods set forth above. Failure of the aggrieved party to so serve such demand for a Step Two conciliation meeting or an arbitration shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step One.

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

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

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

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

The Conciliation Committee shall, at the beginning of the meeting, assist the parties in a good faith attempt to resolve the dispute. In the event the parties, identified as the Producer and the Union, are able to resolve the grievance with the assistance of the Conciliation Committee, the Conciliation Committee shall reduce the resolution of the grievance

to writing as a binding determination on all parties. Such a determination shall be signed by the parties.

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

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

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

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

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

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

The Alliance of Motion Picture & 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.

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

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

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

The writing of an opinion will be at the discretion of the neutral arbitrator. The decision of the arbitrator, which shall be issued orally and confirmed in writing if requested by either party at the

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

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

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

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

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

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

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

and the remaining arbitrator shall be selected and appointed as the arbitrator in the proceedings.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. Conflict With Laws

In the event that any provisions of this Agreement relating to the amounts and payment of wages or other financial benefits are affected by any legislation, decision of a court of competent jurisdiction or governmental regulation in such manner so that such wages or other financial benefits would be increased over, or decreased under, the amount intended to be paid by the parties hereto at the time of the

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

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

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

Upon written notice by such Arbitration Committee to the respective parties hereto, the modification of such provisions as determined by said Committee, as above provided, shall automatically

become a part of this Agreement. Fees and expenses of the Impartial Chairman shall be borne equally by the Union and the Producer.

ARTICLE 9. Term of Agreement

The term of this Agreement shall be for a period commencing with August 1, 2009 and extending to and including July 31, 2012.

Either party may, by written notice (certified mail) to the other served on or before May 1, 2012, 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, 2012 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, 2006 between Producer and I.A.T.S.E. & M.P.T.A.A.C. and Local #44 thereof."

ARTICLE 11. Gender - Included Meanings

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

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

I. STUDIO MINIMUM WAGE SCALES

1. (a) (1) The following studio minimum wage scale shall be effective for August 1, 2009 only.

Affiliated Property Craftspersons, Local #44		Studio Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
Occ. Code No.	Classification	1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
7300	Prop Maker Foreman	\$37.96 ²			\$2,028.14
7301	Prop Maker Gang Boss	35.15 ²			
7303	Prop Maker Journeyman	33.22 ²			
7310	Spec. Effects Foreman	37.96			2,028.14
7311	Spec. Effects Gang Boss	35.15			
7313	Spec. Effects Journeyman	33.22			
7315	Licensed Powder Man ³	38.10			
7317	Asst. Licensed Powder Man	35.58			
7320	Upholsterer/Draper/Sewing/ Greens/Property Foreperson	34.88 ⁴			1,897.85 ⁵
7331	Property Master ⁶	37.44	\$36.949	\$2,253.90	
7332	Asst. Property Master ⁷	33.21	32.732	1,996.64 ⁸	
7351	Upholsterer/Draper/ Greens/Property Gang Boss ⁹	32.53 ¹⁰	32.067 ¹¹	1,956.07 ¹¹	

(continued)

(continued)

Affiliated Property Craftspersons, Local #44		Studio Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
Occ. Code No.	Classification	1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
7369	Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹²	\$31.12 ¹³			
7390	Set Decorator ¹⁴ ("On Call")	549.90			\$2,291.24
7392	Coordinator ¹⁴ ("On Call")	535.58			2,231.57

Footnotes applicable to this Paragraph 1.(a)(1) begin on page 19.

- (2) The following studio minimum wage scale shall be effective for the period commencing with August 2, 2009 to and including July 31, 2010.

Affiliated Property Craftspersons, Local #44		Studio Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
Occ. Code. No.	Classification	Per Hour	Per Hour	Per Week	Per Week
7300	Prop Maker Foreman	\$39.10 ²			\$2,088.98
7301	Prop Maker Gang Boss	36.20 ²			
7303	Prop Maker Journeyman	34.22 ²			
7310	Spec. Effects Foreman	39.10			2,088.98
7311	Spec. Effects Gang Boss	36.20			
7313	Spec. Effects Journeyman	34.22			
7315	Licensed Powder Man ³	39.24			
7317	Asst. Licensed Powder Man	36.65			
7320	Upholsterer/Draper/Sewing/ Greens/Property Foreperson	35.93 ⁴			1,954.79 ⁵
7331	Property Master ⁶	38.56	\$38.058	\$2,321.52	
7332	Asst. Property Master ⁷	34.21	33.714	2,056.54 ⁸	
7351	Upholsterer/Draper/Greens/ Property Gang Boss ⁹	33.51 ¹⁰	33.029 ¹¹	2,014.75 ¹¹	
7369	Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹²	32.05 ¹³			
7390	Set Decorator ¹⁴ ("On Call")	566.40			2,359.98
7392	Coordinator ¹⁴ ("On Call")	551.64			2,298.52

Footnotes applicable to this Paragraph 1.(a)(2) begin on page 19.

- (3) The following studio minimum wage scale shall be effective for the period commencing with August 1, 2010 to and including July 30, 2011.

Affiliated Property Craftspersons, Local #44		Studio Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
Occ. Code No.	Classification	1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
7300	Prop Maker Foreman	\$40.27 ²			\$2,151.65
7301	Prop Maker Gang Boss	37.29 ²			
7303	Prop Maker Journeyman	35.25 ²			
7310	Spec. Effects Foreman	40.27			2,151.65
7311	Spec. Effects Gang Boss	37.29			
7313	Spec. Effects Journeyman	35.25			
7315	Licensed Powder Man ³	40.42			
7317	Asst. Licensed Powder Man	37.75			
7320	Upholsterer/Draper/Sewing/ Greens/Property Foreperson	37.01 ⁴			2,013.43 ⁵
7331	Property Master ⁶	39.72	\$39.200	\$2,391.17	
7332	Asst. Property Master ⁷	35.24	34.725	2,118.24 ⁸	
7351	Upholsterer/Draper/Greens/ Property Gang Boss ⁹	34.52 ¹⁰	34.020 ¹¹	2,075.19 ¹¹	
7369	Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹²	33.01 ¹³			
7390	Set Decorator ¹⁴ ("On Call")	583.39			2,430.78
7392	Coordinator ¹⁴ ("On Call")	568.20			2,367.48

Footnotes applicable to this Paragraph 1.(a)(3) begin on page 19.

- (4) The following studio minimum wage scale shall be effective for the period commencing with July 31, 2011 to and including July 31, 2012.

Affiliated Property Craftspersons, Local #44		Studio Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
Occ. Code No.	Classification	1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
		Per Hour	Per Hour	Per Week	Per Week
7300	Prop Maker Foreman	\$41.48 ²			\$2,216.20
7301	Prop Maker Gang Boss	38.41 ²			
7303	Prop Maker Journeyman	36.31 ²			
7310	Spec. Effects Foreman	41.48			2,216.20
7311	Spec. Effects Gang Boss	38.41			
7313	Spec. Effects Journeyman	36.31			
7315	Licensed Powder Man ³	41.63			
7317	Asst. Licensed Powder Man	38.88			
7320	Upholsterer/Draper/Sewing/ Greens/Property Foreperson	38.12 ⁴			2,073.83 ⁵
7331	Property Master ⁶	40.91	\$40.376	\$2,462.91	
7332	Asst. Property Master ⁷	36.30	35.767	2,181.79 ⁸	
7351	Upholsterer/Draper/Greens/ Property Gang Boss ⁹	35.56 ¹⁰	35.040 ¹¹	2,137.45 ¹¹	
7369	Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹²	34.00 ¹³			
7390	Set Decorator ¹⁴ ("On Call")	600.89			2,503.70
7392	Coordinator ¹⁴ ("On Call")	585.24			2,438.50

Footnotes applicable to this Paragraph 1.(a)(4) begin on page 19.

- 1
- 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 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.

- 2
- When employed, blacksmith welders shall be classified under the prop maker occupation code and shall be paid at the applicable prop maker rate, *i.e.*, blacksmith welder gang bosses shall be classified under the prop maker gang boss occupation code and shall be paid at the prop maker gang boss rate; blacksmith welder foreman shall be classified under the prop maker foreman occupation code and shall be paid at the prop maker foreman rate.

Any combination welder (a combination welder is one capable of operating both electric welding apparatus and gas welding apparatus), when assigned by the Producer to perform services in a single shift, shall be paid at the rate of \$34.55 per hour effective August 1, 2009; \$35.59 per hour effective August 2, 2009; \$36.66 per hour effective August 1, 2010; and \$37.76 per hour effective July 31, 2011.

- 3
- The Licensed Powderman rate is applicable to the first such person assigned to the job; he may also gang boss the job. When such Licensed Powderman serves as a Gang Boss and is in charge of a crew and a preponderance of such persons in the crew is receiving the rate for Occupational Code #7315, the Licensed Powderman serving as a Gang Boss shall be paid fifteen percent (15%) above the rate for Occupational Code #7315.

When a Class #1 Licensed Powderman (Occ. Code #7315) is working with explosives and such explosives are detonated, a bonus of ten percent (10%) shall be paid to such Powderman. The Gang Boss rate under such circumstances, if applicable, shall be fifteen percent (15%) above the bonus rate.

- 4 Upholsterer Foreperson (Occ. Code #7320) or Draper Foreperson (Occ. Code #7321) shall be paid at the rate of \$37.96 per hour effective August 1, 2009; at the rate of \$39.10 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$40.27 per hour effective August 1, 2010 to and including July 30, 2011; and at the rate of \$41.48 per hour effective July 31, 2011 to and including July 31, 2012. Sewer Foreperson (Occ. Code #7328) shall be paid at the rate of \$35.15 per hour effective August 1, 2009; at the rate of \$36.20 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$37.29 per hour effective August 1, 2010 to and including July 30, 2011; and at the rate of \$38.41 per hour effective July 31, 2011 to and including July 31, 2012.
- 5 Upholsterer Foreperson (Occ. Code #7320) or Draper Foreperson (Occ. Code #7321) shall be paid under Schedule C at the rate of \$2,028.14 per week effective August 1, 2009; at the rate of \$2,088.98 per week effective August 2, 2009 to and including July 31, 2010; at the rate of \$2,151.65 per week effective August 1, 2010 to and including July 30, 2011; and at the rate of \$2,216.20 per week effective July 31, 2011 to and including July 31, 2012.
- 6 Property Masters shall be paid under the Schedule B Weekly rate while preparing for a production, provided a week's work of preparing and/or shooting is available.
- 7 Regularly assigned #7431 Head Flower Person to be paid under #7332 rates and schedules.
- 8 Leadman assigned to a Set Decorator may be paid under a Schedule A Daily or Schedule B Weekly at Producer's option.
- 9 An Upholsterer and/or Draper Cutter who exclusively cuts for other Upholsterers or Drapers, as the case may be, shall be classified and paid as an Upholsterer Gang Boss (Occ. Code #7322) and/or Draper Gang Boss (Occ. Code #7323), for the day or days so worked.
- 10 Upholsterer Gang Boss (Occ. Code #7322) or Draper Gang Boss (Occ. Code #7323) shall be paid under Schedule A at the rate of \$35.15 per hour effective August 1, 2009; at the rate of \$36.20 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$37.29 per hour effective August 1, 2010 to and including July 30, 2011; and at the rate of \$38.41 per hour effective July 31, 2011 to and including July 31, 2012.
- 11 Applicable to Property Gang Boss only.

- 12 Property Person assigned to Scoring Stage may be employed at #7369 rates and schedules; Special Effects on scoring stage carry the #7313 rate.
- 13 Upholsterers (Occ. Code #7325) or Drapers (Occ. Code #7326) or Property Sewing Persons (Occ. Code #7329) shall be paid under Schedule A at the rate of \$33.22 per hour effective August 1, 2009; at the rate of \$34.22 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$35.25 per hour effective August 1, 2010 to and including July 30, 2011; and at the rate of \$36.31 per hour effective July 31, 2011 to and including July 31, 2012.
- 14 Daily rate, one-fifth (1/5) of the weekly "On Call" rate plus twenty percent (20%).

(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 each such day so worked.

Such provisions shall apply to employees hired under the "On Call" Schedule who, having commenced work in 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 periods, 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 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. 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 Employees Work 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.

2. Classification and Wage Schedule

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

3. Payroll Week

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

4. Fractional Payroll Weeks

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

(b) (Applicable to [exempt] Classifications - Occ. Code Numbers: 7300, 7310, 7320, 7321, 7330, 7390 and 7392 only):

Guarantees of Employment:

	For Any Day Other Than the Sixth or Seventh Day Worked in an Employee's Workweek (including holidays not worked)	Seventh Day Worked in an Employee's Workweek (and holidays worked)	Sixth Day Worked in an Employee's Workweek
"On Call" Schedule C Employees (Exempt)	*1/5 of Schedule C rate per day	See Paragraph 1(b)	See Paragraph 1(b)(2)

*For Occ. Code No. 7390 (Set Decorator) or Occ. Code No. 7392 (Coordinator), this provision likewise applies to call-backs of less than one (1) week for retakes, changes or added scenes on the same production by the same Set Decorator who previously dressed such set or the Coordinator previously assigned to the same production.

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:

(a) Employees called to work between 6:00 a.m. and 8:00 p.m. shall receive a ten percent (10%) premium for all time worked between 8:00 p.m. and 6:00 a.m.

(b) Employees called to work between 8:00 p.m. and 4:00 a.m. shall receive a twenty percent (20%) premium for all time worked.

(c) Employees called to work between 4:00 a.m. and 6:00 a.m. shall receive a twenty percent (20%) premium for all time worked until 6:00 a.m., and straight time for the remainder of the minimum call.

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 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) 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 daily "on call" employee who reports for safety training shall be paid one-half (1/2) of the daily "on call" rate for each such day; a weekly "on call" employee shall be paid one-tenth (1/10) of the weekly "on call" rate for each such day.

7. Overtime

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

(b) Overtime paid on a 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.

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

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

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

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

9. Holidays

(a) 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 in an employee's workweek is as specified in Paragraph 1

above. The minimum call for a holiday that is 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. Martin Luther King's Day shall be added as a holiday if the Producers agree in negotiations with either the Directors Guild of America, the Screen Actors Guild or the Basic Crafts Unions (*i.e.*, I.B.E.W., Local #40; Plumbers, Local #78; Teamsters, Local #399; Laborers, Local #724 and Plasterers, Local #755) to add same as an additional holiday.

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.

(c) Provisions for Holidays not Worked

(1) Daily Employees

Effective in the period January 1, 2009 to and including December 31, 2009, in the period January 1, 2010 to and including December 31, 2010, and in the period January 1, 2011 to and including December 31, 2011, a Daily Schedule employee shall receive 3.719% 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) Employees 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, 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.

(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.

(e) The total amount of salary paid in the period January 1, 2009 to and including December 31, 2009, in the period January 1, 2010 to and including December 31, 2010, and in the period January 1, 2011 to and including December 31, 2011 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

The foregoing shall be subject to the following provisions:

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

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

Intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or

more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the "call-back" guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Classification	Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek	Sixth or Seventh Day Worked in an Employee's Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

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

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

11. Golden Hour Provisions

(a) (1) All time worked at a studio zone location 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:

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

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

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

(2) 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:

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

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

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

(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 location, or at a nearby location, or at a combination of a studio and a studio zone and/or nearby location, Golden Hours as provided in subparagraphs (1) and (2) above and in Paragraph 23(b)(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) 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 location, at a nearby location, or at a combination of a studio and a 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 four (4) or more consecutive hours. If such dismissal is for four (4) or more hours but less than eight (8) hours, the employee shall revert to the regular weekday Golden Hour rate until he is dismissed for a period of eight (8) consecutive hours.

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

WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS LESS THAN FOUR (4) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS BETWEEN FOUR (4) HOURS AND THE END OF THE APPLICABLE REST PERIOD	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK EXCEEDS THE APPLICABLE REST PERIOD
(Work Time)	(Interruption)	(Full Rest Period)
Intervening time is work time and is added to previous and subsequent work time.	Intervening time is not work time, but previous and subsequent work time are added together to determine (1) and (2) above.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun.

(d) No Clause.

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

12. Interchange of Job Classifications

(a) No Clause.

(b) For work time in a classification higher than employee's current classification, the provisions of Paragraph 13 shall apply.

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

(d) Employees covered under this Agreement may perform minor or incidental work out of classification.

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 applies to "Off Production" employees only.

(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 canceled after an employee has been dismissed for the day and has left the studio premises.

(c) All employees shall be notified of layoff at least one-half (½) hour before the work shift ends, when practical.

(d) The Union shall be notified of layoff and/or work call at the earliest time reasonably possible.

In order to implement this policy, upon the request of any Business Representative, a joint meeting will be arranged with the appropriate Executive, the Labor Relations Manager and the Producer's Department Head to discuss the above policy as applied to the Union.

If, subsequent to such meeting, the Union at any time believes that the notification policy is not being administered properly, it will discuss the matter with the Producer's Labor Relations Manager.

If the Union is not satisfied with the results following its discussion with the Labor Relations Manager, it may refer the matter to the Industry-Union Standing Committee.

15. Change and Cancellation of Calls

(a) With respect to "On Production" employees, calls may be changed or canceled if made (1) before 8:00 p.m. of the day preceding

the call for any day other than the sixth or seventh day worked in the employee's workweek; 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.

(b) With respect to both "On Production" and "Off Production" employees, calls for weekly employees for the sixth or seventh day worked in the employee's workweek may be canceled before 8:00 p.m. on the day preceding the day of the call.

(c) If, at the time of a call, the employee called is not on the employer's payroll, such call may not be canceled. The foregoing shall be applicable whether such employee is an "On Production" or "Off Production" employee.

16. Promotions

In filling positions subject to this Agreement which may be vacated or created from time to time, the Producer will give preference to the then currently-employed employees on the Industry Experience Roster in the employee's job classification seniority group referred to in Paragraph 68 who, in the Producer's opinion, are qualified to fill such positions.

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 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 the 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 within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

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

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

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

20. Meal Periods and Meals

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

(a) Meal periods shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half ($1\frac{1}{2}$) hours. This guarantee does not apply when such meal is supplied at the Producer's expense.

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

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

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

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

(c) The meal interval may be extended one-half (1/2) hour without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic. 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 (1/2) 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 (30 minutes) from work time, then the first meal may be six (6) hours after such breakfast, except that when such breakfast is given within one (1) hour of the general crew call (either before or after), the first meal for such employee shall be due at the same time as a meal is due for the general crew. The parties hereby confirm that the reference to a "reasonable hot breakfast" means a meal appropriate to the time of day.

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

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

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

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

First one-half (1/2) hour meal delay or fraction thereof	\$ 7.50
Second one-half (1/2) hour meal delay or fraction thereof	\$10.00
Third and each succeeding one-half (1/2) hour meal delay or fraction thereof	\$12.50

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

First one-half (1/2) hour meal delay or fraction thereof	\$8.50
Second one-half (1/2) hour meal delay or fraction thereof	\$11.00
Third and each succeeding one-half (1/2) hour meal delay or fraction thereof	\$13.50

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

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

20.1. Review of Eating Facilities

Upon request, the Construction Superintendent and/or Labor Relations Representative of each studio will review the available eating facilities at the studio with the Union Business Representative.

20.2. Rest Periods for "Off-Production" Employees

An "Off Production" employee shall be given, when operations permit, a rest period not to exceed fifteen (15) minutes for each four (4) hour work period.

III. STUDIO ZONE DEFINITIONS AND WORKING CONDITIONS

21. 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. The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the studio zone. (See Exhibit "Z" attached.)

22. 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.

23. Transportation Within the Studio Zone

(a) Allowance

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. The IATSE will not unreasonably refuse a request from the Producer that employees report to a location which is a reasonable distance beyond the aforementioned thirty (30) mile zone. 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 location as hereinafter required in this provision.

(b) Reporting Within the Zone

As to an employee reporting to a designated site within the thirty-mile studio zone:

(1) If there are any moves required in the thirty-mile zone from one location to another, 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 thirty-mile zone, the Golden Hour pay rates will commence after twelve (12) elapsed hours.

(c) Parking Facilities

When an employee reports for work within the thirty-mile studio zone other than at a studio to work inside or outside such zone, the employer will pay for parking in a supervised public parking lot. If no such public parking is available, the employer will provide supervised or secured parking.

24. 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:

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

(b) 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.

(c) 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 thirty-mile studio zone provision: (1) with respect to television films, shall be suspended in respect to production of the television episode involved; and (2) 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.

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

IV. NEARBY LOCATION DEFINITIONS AND WORKING CONDITIONS

25. Nearby Locations Defined

Nearby locations are those locations outside of the 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 Paragraph 20(h)(2) 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 wage scale shall be effective for August 1, 2009 only.

Affiliated Property Craftspersons, Local #44		Distant Location Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 9½ hours	Weekly Guarantee - 60 cumulative hours; 6 consecutive days; Minimum Call - 8 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
Occ. Code No. Classification	Per Hour	Per Hour	Per Week	Per Week ²	
7300 Prop Maker Foreman	\$37.96 ³			\$2,028.14	
7301 Prop Maker Gang Boss	35.15 ³				
7303 Prop Maker Journeyman	33.22 ³				
7310 Spec. Effects Foreman	37.96			2,028.14	
7311 Spec. Effects Gang Boss	35.15				
7313 Spec. Effects Journeyman	33.22				
7315 Licensed Powder Man ⁴	38.10				
7317 Asst. Licensed Powder Man	35.58				
7320 Upholsterer/Draper/Sewing/ Greens/Property Foreperson	34.88 ⁵			1,897.85 ⁶	
7331 Property Master ⁷	37.44	\$36.949	\$2,586.43		
7332 Asst. Property Master ⁸	33.21	32.733	2,291.31 ⁹		
7351 Upholsterer/Draper/ Greens/Property Gang Boss ¹⁰	32.53 ¹¹	32.067 ¹²	2,244.67 ¹²		
7369 Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹³	31.12 ¹⁴				
7390 Set Decorator ¹⁵ ("On Call")	549.90			2,291.24	
7392 Coordinator ¹⁵ ("On Call")	535.58			2,231.57	

Footnotes applicable to this Paragraph 31.(a)(1) begin on page 49.

- (2) The following distant location wage scale shall be effective for the period commencing with August 2, 2009 to and including July 31, 2010.

Affiliated Property Craftspersons, Local #44		Distant Location Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 9½ hours	Weekly Guarantee - 60 cumulative hours; 6 consecutive days; Minimum Call - 8 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
Occ. Code No. Classification	Per Hour	Per Hour	Per Week	Per Week ²	
7300 Prop Maker Foreman	\$39.10 ³			\$2,088.98	
7301 Prop Maker Gang Boss	36.20 ³				
7303 Prop Maker Journeyman	34.22 ³				
7310 Spec. Effects Foreman	39.10			2,088.98	
7311 Spec. Effects Gang Boss	36.20				
7313 Spec. Effects Journeyman	34.22				
7315 Licensed Powder Man ⁴	39.24				
7317 Asst. Licensed Powder Man	36.65				
7320 Upholsterer/Draper/Sewing/ Greens/Property Foreperson	35.93 ⁵			1,954.79 ⁶	
7331 Property Master ⁷	38.56	\$38.057	\$2,664.02		
7332 Asst. Property Master ⁸	34.21	33.715	2,360.05 ⁹		
7351 Upholsterer/Draper/ Greens/Property Gang Boss ¹⁰	33.51 ¹¹	33.029 ¹²	2,312.01 ¹²		
7369 Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹³	32.05 ¹⁴				
7390 Set Decorator ¹⁵ ("On Call")	566.40			2,359.98	
7392 Coordinator ¹⁵ ("On Call")	551.64			2,298.52	

Footnotes applicable to this Paragraph 31.(a)(2) begin on page 49.

- (3) The following distant location wage scale shall be effective for the period commencing with August 1, 2010 to and including July 30, 2011.

Affiliated Property Craftspersons, Local #44		Distant Location Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 9½ hours	Weekly Guarantee - 60 cumulative hours; 6 consecutive days; Minimum Call - 8 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
Occ. Code No. Classification	Per Hour	Per Hour	Per Week	Per Week ²	
7300 Prop Maker Foreman	\$40.27 ³			\$2,151.65	
7301 Prop Maker Gang Boss	37.29 ³				
7303 Prop Maker Journeyman	35.25 ³				
7310 Spec. Effects Foreman	40.27			2,151.65	
7311 Spec. Effects Gang Boss	37.29				
7313 Spec. Effects Journeyman	35.25				
7315 Licensed Powder Man ⁴	40.42				
7317 Asst. Licensed Powder Man	37.75				
7320 Upholsterer/Draper/Sewing/ Greens/Property Foreperson	37.01 ⁵			2,013.43 ⁶	
7331 Property Master ⁷	39.72	\$39.199	\$2,743.94		
7332 Asst. Property Master ⁸	35.24	34.726	2,430.85 ⁹		
7351 Upholsterer/Draper/ Greens/Property Gang Boss ¹⁰	34.52 ¹¹	34.020 ¹²	2,381.37 ¹²		
7369 Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹³	33.01 ¹⁴				
7390 Set Decorator ¹⁵ ("On Call")	583.39			2,430.78	
7392 Coordinator ¹⁵ ("On Call")	568.20			2,367.48	

Footnotes applicable to this Paragraph 31.(a)(3) begin on page 49.

- (4) The following distant location wage scale shall be effective for the period commencing with July 31, 2011 to and including July 31, 2012.

Affiliated Property Craftspersons, Local #44		Distant Location Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Employees ¹		Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 9½ hours	Weekly Guarantee - 60 cumulative hours; 6 consecutive days; Minimum Call - 8 hours		Weekly "On Call"
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
Occ. Code No. Classification	Per Hour	Per Hour	Per Week	Per Week ²	
7300 Prop Maker Foreman	\$41.48 ³			\$2,216.20	
7301 Prop Maker Gang Boss	38.41 ³				
7303 Prop Maker Journeyman	36.31 ³				
7310 Spec. Effects Foreman	41.48			2,216.20	
7311 Spec. Effects Gang Boss	38.41				
7313 Spec. Effects Journeyman	36.31				
7315 Licensed Powder Man ⁴	41.63				
7317 Asst. Licensed Powder Man	38.88				
7320 Upholsterer/Draper/Sewing/ Greens/Property Foreperson	38.12 ⁵			2,073.83 ⁶	
7331 Property Master ⁷	40.91	\$40.375	\$2,826.26		
7332 Asst. Property Master ⁸	36.30	35.768	2,503.78 ⁹		
7351 Upholsterer/Draper/ Greens/Property Gang Boss ¹⁰	35.56 ¹¹	35.040 ¹²	2,452.81 ¹²		
7369 Property Person (includes Checkers, Hand Prop Persons, Electrical Property Persons, Furniture Handlers, Flower Persons, Greens Persons, Upholsterers, Drapers and Property Sewing Persons) ¹³	34.00 ¹⁴				
7390 Set Decorator ¹⁵ ("On Call")	600.89			2,503.70	
7392 Coordinator ¹⁵ ("On Call")	585.24			2,438.50	

Footnotes applicable to this Paragraph 31.(a)(4) begin on page 49.

- 1 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 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.

2 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 When employed, blacksmith welders shall be classified under the prop maker occupation code and shall be paid the applicable prop maker rate, i.e., blacksmith welder gang bosses shall be classified under the prop maker gang boss occupation code and shall be paid at the prop maker gang boss rate; blacksmith welder foreman shall be classified under the prop maker foremen occupation code and shall be paid at the prop maker foreman rate.

Any combination welder (a combination welder is one capable of operating both electric welding apparatus and gas welding apparatus), when assigned by the Producer to perform services in a single shift, shall be paid at the rate of \$34.55 per hour effective August 1, 2009; \$35.59 per hour effective August 2, 2009; \$36.66 per hour effective August 1, 2010; and \$37.76 per hour effective July 31, 2011.

4 The Licensed Powderman rate is applicable to the first such person assigned to the job; he may also gang boss the job. When such Licensed Powderman serves as a Gang Boss and is in charge of a crew and a preponderance of such persons in the crew is receiving the rate for Occupational Code #7315, the Licensed Powderman serving as a Gang Boss shall be paid fifteen percent (15%) above the rate for Occupational Code #7315.

When a Class #1 Licensed Powderman (Occ. Code #7315) is working with explosives and such explosives are detonated, a bonus of ten percent (10%) shall be paid to such Powderman. The

Gang Boss rate under such circumstances, if applicable, shall be fifteen percent (15%) above the bonus rate.

- 5 Upholsterer Foreperson (Occ. Code #7320) or Draper Foreperson (Occ. Code #7321) shall be paid at the rate of \$37.96 per hour effective August 1, 2009; at the rate of \$39.10 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$40.27 per hour effective August 1, 2010 to and including July 30, 2011; and at the rate of \$41.48 per hour effective July 31, 2011 to and including July 31, 2012. Sewer Foreperson (Occ. Code #7328) shall be paid at the rate of \$35.15 per hour effective August 1, 2009; at the rate of \$36.20 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$37.29 per hour effective August 1, 2010 to and including July 30, 2011; and at the rate of \$38.41 per hour effective July 31, 2011 to and including July 31, 2012.
- 6 Upholsterer Foreperson (Occ. Code #7320) or Draper Foreperson (Occ. Code #7321) shall be paid under Schedule C at the rate of \$2,028.14 per week effective August 1, 2009; at the rate of \$2,088.98 per week effective August 2, 2009 to and including July 31, 2010; at the rate of \$2,151.65 per week effective August 1, 2010 to and including July 30, 2011; and at the rate of \$2,216.20 per week effective July 31, 2011 to and including July 31, 2012.
- 7 Property Masters shall be paid under the Schedule B Weekly rate while preparing for a production, provided a week's work of preparing and/or shooting is available.
- 8 Regularly assigned #7431 Head Flower Person to be paid under #7332 rates and schedules.
- 9 Leadman assigned to a Set Decorator may be paid under a Schedule A Daily or Schedule B Weekly at Producer's option.
- 10 An Upholsterer and/or Draper Cutter who exclusively cuts for other Upholsterers or Drapers, as the case may be, shall be classified and paid as an Upholsterer Gang Boss (Occ. Code #7322) and/or Draper Gang Boss (Occ. Code #7323), for the day or days so worked.
- 11 Upholsterer Gang Boss (Occ. Code #7322) or Draper Gang Boss (Occ. Code #7323) shall be paid under Schedule A at the rate of \$35.15 per hour effective August 1, 2009; at the rate of \$36.20 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$37.29 per hour effective August 1, 2010 to and

including July 30, 2011; and at the rate of \$38.41 per hour effective July 31, 2011 to and including July 31, 2012.

- 12 Applicable to Property Gang Boss only.
- 13 Property Person assigned to Scoring Stage may be employed at #7369 rates and schedules; Special Effects on scoring stage carry the #7313 rate.
- 14 Upholsterers (Occ. Code #7325) or Drapers (Occ. Code #7326) or Property Sewing Persons (Occ. Code #7329) shall be paid under Schedule A at the rate of \$33.22 per hour effective August 1, 2009; at the rate of \$34.22 per hour effective August 2, 2009 to and including July 31, 2010; at the rate of \$35.25 per hour effective August 1, 2010 to and including July 30, 2011; and at the rate of \$36.31 per hour effective July 31, 2011 to and including July 31, 2012.
- 15 Daily rate, one-fifth (1/5) of the weekly "On Call" rate plus twenty percent (20%).

(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) 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 eight (8) hours.
Seventh Day Worked	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 an amount equal to 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 minimum "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 ($\frac{1}{3}$) 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 ($\frac{1}{5}$) of the scheduled studio minimum salary rate and distant location days shall be prorated at one-sixth ($\frac{1}{6}$) 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	
	Cumulative		"On Call"
Holidays Not Worked	Work time credit of minimum call. This is compensation for readiness to perform services even though no actual work is required.		(included in salary)
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.	One additional day's pay.

(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 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.

33-35. 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. Producer will use reasonable efforts to provide accommodations which are comparable to those provided to other members of the stage craft production crew and as

close as reasonably practical to the same location. Consideration will be given to location site and available accommodations. This provision will not be applicable to locations of short duration (not to exceed six (6) days).

(c) Transportation

If a portion of the crew is assigned accommodations in a place which is not serviced by reasonable public transportation (other than taxi), then Producer will provide reasonable transportation so that those members of the crew who are so assigned will have access to the same services and facilities as are available to the balance of the production crew by reason of the location of their accommodations.

38. Distant Location Conditions of Employment

The Producer 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 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 classifications, 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 "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)

Rest periods following dismissal shall be eight (8) hours on distant location.

Intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the "call-back" guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For "Call-backs" During Rest Period Following Dismissal		
Classification	Any Day Other than a Holiday or the 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.

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 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, 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 (1/2) 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) Meal penalty for delayed meals shall be computed as follows:

First one-half (1/2) hour meal delay or fraction thereof	.\$ 7.50
Second one-half (1/2) hour meal delay or fraction thereof	\$10.00
Third and each succeeding one-half (1/2) hour meal delay or fraction thereof	\$12.50

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 (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) 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.

45.1 Rest Periods for "Off Production" Employees

An "Off Production" employee shall be given, when operations permit, a rest period not to exceed fifteen (15) minutes for each four (4) hour work period.

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.

When an employee is required to work in stagnant and unclean water, the Producer will endeavor to provide wash-up facilities and preventative medication for infection.

(d) The following special provisions shall be applicable to 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

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

(b) When required by Producer to work in water three (3) feet or more in depth for a period of an aggregate of at least four (4) hours during any workday, employee will be paid a fifteen percent (15%) bonus. The provisions of Paragraph 13 shall apply when such work is for four (4) hours or more.

54. Overscale Employees

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

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. Assignment of Personnel

(a) The main shooting unit of each feature production shall have assigned to it one Property Master and one Assistant Property Master. The Property Master, as assigned, may recommend to his Department Head his choice for Assistant Property Master.

(b) Whenever props are taken to nearby or distant locations, a Property Master shall be assigned to such locations.

56.1 Designation of Leadman

When employees are assigned to a Set Decorator for the purpose of preparing or dressing a set, one of such employees shall be designated as a leadman. Such leadman shall receive the rate of pay of a Property Gang Boss while so assigned.

57. Earnings Reports

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

58. No Clause.

59. Studio Pass

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such pass will permit driving the

Representative's car into the Producer's studio, lot, ranch or location site, provided such is the custom and practice. Such Representative shall be permitted to visit any portion of the studio, lot, ranch or location site necessary for the proper conduct of the business of the Union during working hours without prior notice.

60. Stewards

The Union may designate or redesignate, from the Industry Experience Roster described in Paragraph 68 herein, one employee as a Steward to inspect all working conditions affecting the terms of this Agreement. Each such designation or redesignation, as the case may be, shall be for a period of not longer than six (6) months. The Union may make such a designation or redesignation or remove such Steward, at any time, but shall discuss the matter with the Producer before doing so.

It shall be the responsibility of the 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.

Notwithstanding the provisions for layoff or rehire contained in subparagraph (b) of Paragraph 68, such Steward, during his above-described term as Steward, shall not be laid off, or when on layoff shall be the first to be rehired, so long as there is work available for him in his department; provided that: such Steward is willing to do, and is qualified physically and possesses the necessary ability and skill for, the particular work to be performed; such Steward shall not have any such preference in layoff or rehire over the Department Head, if there is any in the unit, or over any employee classified and paid as a foreman, gang or shift boss or supervisory employee; such preference in layoff or rehire shall not apply on the sixth or seventh day worked in such Steward's workweek, nor to station jobs, nor when it would disturb the continuity of a project; such Steward shall not have such preference over employees who have been specially rehearsed or cued for a job, nor over persons operating specialized equipment. Under this provision, only one such Steward may be designated who will have such preference in layoff and rehire as provided above. Producer's right to discharge such Steward for cause shall not be limited in any manner by this provision. Such Steward shall be subject to the provisions of Paragraph 68.

Subject to the above provisions, when additional employees are added to a project in the studio on which such additional employees will then be on overtime, or when additional employees are added to a

project in the studio on the sixth or seventh days in such employee's workweek or a holiday, Producer shall make a reasonable effort to offer such employment to such a Steward where practical; provided, however, that such Steward is not then otherwise employed on another project which is not then completed and provided that he has just completed his previous shift and is still on the studio premises.

The specific number of Stewards that the Union may designate for this Producer, under this provision, shall be only that number specified for Producer in Exhibit "M," which is attached hereto. This does not preclude the Union from appointing "acting" Stewards, but such employees shall not be considered, in any manner whatsoever, as Stewards hereunder for the purpose of preference in layoff and recall, as above provided. The Union shall notify Producer in advance of the appointment of any such "acting" Stewards.

61. Gang Bosses

(a) A Gang Boss is an employee, subject to this Agreement, who is assigned by the Producer or is held responsible by the Producer for the supervision of the work of other employees or is, at the Producer's discretion, assigned to a special project. A Gang Boss may be required to work with journeyman tools or to work with his men in the performance of his duties. The foregoing shall not apply in any case in which an employee assumes the responsibility of supervising other employees on his own initiative and without the specific approval of the Producer.

(b) When an employee subject to the terms and conditions of this Agreement supervises one or more Gang Bosses, he shall receive the Foreman's rate of pay.

62. Safety

(a) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on each employer (herein referred to as the Producer) to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every employer and every employee shall comply with occupational safety and health standards

and all rules, regulations and orders pursuant to applicable laws which are applicable to his own actions and conduct; no person (employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including himself, in such employment or place of employment.

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

(c) It is also agreed that when unresolved or continuing disputes exist regarding Safety and Health compliance, non-compliance or interpretation therein of Title 8, Chapter 4, Subchapter 7, General Industry Safety Orders, said disputes shall be referred to the AMPTP and CSATF-administered Labor-Management Safety Committee for review, investigation, interpretation and advisory recommendations to the Employer(s). The CSATF-administered Labor Management Safety Committee is the industry-wide Safety Committee consisting of the IATSE and its West Coast Studio Local Unions, the Basic Crafts Unions, the Screen Actors Guild, 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.

62.1 Working Near Toxic Materials

When employees covered hereunder are required to work in close proximity to other employees who are spraying toxic paint, lacquer or other toxic materials, Producer will endeavor to take appropriate safety precautions needed.

63. Tools and Tool Storage

(a) No employee shall furnish his own equipment (other than trade tools) or use such in furthering or assisting the Producer when compensated at minimum wage rates. All agreements to furnish equipment must be approved by the Business Representative of the Union. Producer will furnish metal working twist drills and files. Needles will be supplied to Drapery Sewers.

Whenever it is necessary for Producer to send an employee's personal hand tools to and from distant location prior to his being sent or returned, he shall receive a minimum call for each day, excluding the sixth and seventh days in the employee's workweek and holidays, that he does not have access to such tools because they are being shipped by Producer and he is thereby deprived of employment under this Agreement. Provided, however, that should the return of tools from a distant location be delayed for any reason, the employee must notify the Local Union and the Producer's Labor Relations representative of that

fact no later than two (2) business days after the day the tools are scheduled to be returned. Notice shall be by fax or by electronic mail. The Producer shall then have no more than two (2) business days after such notice either (i) to secure the return of the tools to the employee; or (ii) to provide the employee with interim replacement tools. If, within two (2) business days after such notice the Producer is unable (i) to secure the return of the tools, or (ii) to provide the employee with interim replacement tools so as to enable the employee to accept work assignments, then penalty pay, calculated in the same manner as the waiting time pay provided in the preceding paragraph of this Paragraph 63(a), shall commence at the conclusion of the two (2) business day period referred to in this sentence and continue until the return of the tools to the affected employee or replacement tools are secured. Failure of the employee to provide the foregoing notice shall relieve the Producer of the penalties set forth in this Paragraph 63(a).

(b) Tool Storage: Rules and Regulations

(1) All of the provisions of subparagraph (c) below shall apply to Prop Makers.

(2) The provisions of subparagraph (c) below shall apply to property persons as follows:

(i) Subsections (1), (4), (6), (7), (12), (13), (14) and (15) of subparagraph (c) below shall apply to said employees;

(ii) Subsections (2), (5), (9) and (11) of subparagraph (c) below shall not apply to said employees;

(iii) The requirement set forth in subsection (3) of subparagraph (c) below that tool boxes be secured by an effective padlock and a case-hardened hasp shall not apply to said employees; said employees' tool boxes need only be secured by an effective lock;

(iv) Subsection (8) of subparagraph (c) below shall be modified by deleting the reference to "[i]n the mill and on the stages" and, as so modified, shall apply to said employees;

(v) Subsection (10) of subparagraph (c) below shall be modified by deleting the words "the mill and the stage" and substituting therefor the words "the areas" and, as so modified, shall be applicable to said employees;

(vi) The following shall be substituted for the language in subsection (11) of subparagraph (c) below and shall apply to said employees:

"At the end of their shifts, employees will be required to place their tools in the area designated for storage of same by the Producer."

(c) It is understood and agreed that the principal responsibility for the security of tools owned by the employee resides in such employee. The responsibility of the Company extends to such measures as are reasonable and necessary to ensure that such tools as are left on the premises of the Company during non-working hours of the employee will be secure from pilferage. With the cooperation of the Company, the Union and the employees, it is expected that the procedures agreed to herein will, to the benefit of all parties, have the effect of significantly reducing the amount of pilferage which has occurred in the past.

(1) Employees are required to provide such tools as are necessary in the regular and normal performance of their work. The tools which will be covered by this Agreement are set forth in the attachment hereto designated as Exhibit "B."

(2) For purposes of the implementation of this provision, the premises of the Company where the employees involved work are designated as: (i) mill; and (ii) stages.

(3) Each employee is required to maintain his tools in an appropriate tool box which is owned and provided by the employee and which can be secured by an effective padlock and a case-hardened hasp.

(4) The tool box shall have imprinted clearly on it, in a manner readily visible to an observer, the name of the owner of the tool box and the designation of Local Union #44, I.A.T.S.E.

(5) Employees will be required to provide a padlock and a case-hardened hasp sufficiently strong to withstand all but a high degree of force necessary to break it or to open it.

(6) In the course of the normal workday when employees are required to use various tools which are normally deposited in this tool box, the employee shall bear the responsibility of keeping his tool box locked at all times.

(7) The employee will be responsible for the locking of his tool box on the completion of his day's work before he departs the Company's premises.

(8) In the mill and on the stages, the Company will designate specific areas where tool boxes will be deposited for the period during which the employee is not working.

(9) In the mill, a specific area(s) will be permanently designated as the one(s) in which tool boxes will be placed before the employee departs the premises of the Company after the completion of his day's work. On the stage, employees will be informed prior to the completion of each work day of the space in which the tool box is to be placed.

(10) The Company assumes responsibility for making certain that the mill and the stage in which the tool boxes are deposited will be secured by lock and key prior to the departure of the employees involved at the end of the day's work.

(11) Employees working in the back lot area will be required to store their tools in the mill at the end of their shift.

(12) The locking of the tool box is a requisite for the recovery of pilfered tools, despite the fact that the entrance to the area in which tools are stored is either broken into or inadvertently left unlocked.

(13) Employees whose employment with the Company is terminated either permanently or for a limited period of time, including vacation and leave of absence, are required to remove their individual tool boxes from the Company premises on the completion of their last day of work.

(14) To secure the maximum implementation of these Rules and Regulations, each employee is obligated to bring to the attention of his foreman or other available supervisors all unlocked doors to areas in which tool boxes are deposited, where such areas are unattended and no work is being performed therein.

(15) When all of the above provisions have been implemented and tools are pilfered from a tool box with evidence of the breakage of the lock on such tool box, the Company, on the presentation of adequate proof by the employee involved, will replace or make whole such employee for the loss of the pilfered tools, provided such tool is listed in Exhibit "B," or has been otherwise specifically required by the employer in order to perform a particular job.

(d) If the Producer has facilities available for the sharpening of tools, then those tools necessary to perform the work required by Producer shall be sharpened by the employee, if qualified to do the sharpening, or by the Producer.

SEE EXHIBIT "B" - "TOOL LISTS"

63.1 Wearing Apparel for Welding Work

Producer will provide employees covered hereunder performing welding work with such wearing apparel and/or equipment as may be required by state and federal safety and health legislation.

The employee shall be responsible for the security of such equipment and/or apparel which shall not be removed from the premises without permission. If lost, the employee shall be responsible for its replacement.

In the event of any dispute between the Union and the Producer as to whether such equipment or apparel is required, the matter shall be promptly referred to the CSATF Industry Labor-Management Safety Committee.

64. Photographing Employees

When Prop and Miniature Journeymen, or any other employees subject to the terms of this Agreement, are photographed in front of a motion picture camera, they shall be employed under the appropriate terms of the Actors or Extras contract. When any employee is employed to render additional services other than Actor or Extra work (under the terms of this Agreement), he shall also be paid according to the provisions of such contract.

65. Assumption of Liability

The Producer shall assume liability for Special Effects personnel (including Prop Shop persons) in its employ performing work in the course and scope of their employment. This shall not apply in any instance in which the liability is the result of or caused by, in whole or in part, the gross negligence or willful or wanton misconduct of such employee.

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, signatory Producers have established an Industry Experience Roster, which will be maintained under this Agreement, composed of the names of employees subject to this Agreement who were included on said roster on July 31, 2009 and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth below, including employees who actually performed services hereunder in one or more of the job classifications covered by this Agreement in the production of motion pictures in the motion picture industry in Los Angeles County or employees who have been hired hereunder in said County and performed such services outside said County. The physical maintenance of said roster shall be under the supervision of CSATF.

The Industry Experience Roster shall consist of a single group, identified as Industry Group 1.

Industry Group 1 of said Industry Experience Roster is composed of persons who were on said roster on July 31, 2009 as follows:

(1) Special Effects-Prop Maker

This includes Special Effects persons and Powdermen who (A) on July 31, 2009 were on said Industry Experience Roster, or (B) Prop Shop persons in Industry Group 1 who hereafter are certified for re-classification to "Special Effects-Prop Maker" as provided below.

Only those persons skill-identified on the Industry Experience Roster as Prop Shop persons may be recruited and trained and reclassified as "Special Effects – Prop Maker" on the Industry Experience Roster, subject to qualification rules, training standards and the determination of the duration of the training period as shall be deemed appropriate by the Special Effects Qualifications Committee. Such Committee shall be composed of qualified Special Effects persons appointed by CSATF. Upon certification by such Special Effects Qualifications Committee that such a trainee has satisfactorily completed the special effects training program and possesses the required skill and ability, he shall be reclassified on the Industry Experience Roster in Industry Group 1 in the job classification of "Special Effects – Prop Maker."

Any Prop Maker who works 1,200 hours in a five (5) consecutive year period shall be eligible to be skill-identified on the Industry Experience Roster in the "Prop Shop" category, provided that during such 1,200 hours, such Prop Maker's work substantially encompasses the working skills for Prop Shop persons set forth in Exhibit "N" of this Agreement. Each such Prop Maker who seeks to be skill-identified in the Prop Shop category shall submit a log book to CSATF which documents the number of hours worked and the type of work performed. Each Prop Maker is responsible for maintaining an accurate log book.

(2) Coordinators

This includes Coordinators who on July 31, 2009 were on said Industry Experience Roster.

(i) Producer shall record in its records: (A) the name of each person employed after July 31, 2009 as a Coordinator who performs services in the Coordinator classification for a total thereafter of at least thirty (30) actual workdays collectively with more than one Producer engaged in the production of motion pictures in the motion picture industry in Los Angeles County; (B) the name of each individual employed as a foreman who substantially performed the duties set forth in Sideletter 1 of this Agreement for thirty (30) days with one Producer or for ninety (90) days with more than one Producer, during the period January 1, 1987 to and including December 31, 1988; and (C) the name of each person who was employed as a foreman in the construction crafts for a two-year period, provided that all such workdays were performed within a twenty-four (24) consecutive month period immediately preceding the date of his submitting an application to be placed on the Industry Experience Roster as a Coordinator. Any person claiming eligibility shall have the burden of establishing and proving that he has fulfilled the above work requirements. In the future, persons

with work experience equivalent to that described in the first sentence of this paragraph shall also be eligible for placement on the Industry Experience Roster as a Coordinator.

(ii) Producers will seek to recruit Coordinators either from among (1) Local #44 Prop Makers; or (2) persons who, in the Producer's opinion, are qualified.

(iii) There shall be no requirement to employ a Coordinator.

(3) Property Persons

This includes Upholsterers, Drapers, Property Sewing Persons, Greens Persons and Property Persons who on July 31, 2009 were on said Industry Experience Roster. The Union warrants that the number of such Upholsterer/ Draper/Property Sewing/Greens/Property Persons in Group 1 shall be at least five hundred seventy-five (575) persons.

(4) Set Decorators

This includes Set Decorators who on July 31, 2009 were on said Industry Experience Roster. The Union warrants that the number of such Set Decorators in Group 1 shall be at least fifty (50) persons.

(5) Prop Makers

This includes Prop Makers who on July 31, 2009 were on said Industry Experience Roster. The Union warrants that the number of Prop Makers in Group 1 shall be at least twelve hundred (1200) persons.

(6) Property Masters

The Producer shall, on its Industry Experience Roster for Property Persons, additionally classify any Property Person as Property Master on such Roster who (i) was classified as a Property Master on such Roster on July 31, 2009 or; (ii) after July 31, 2009, became a Property Person on the Industry Experience Roster and worked 2,500 hours as an Assistant Property Master within a three (3) consecutive year period immediately preceding the date of his application for placement on the Roster as a Property Master. Each such Assistant Property Master who seeks reclassification as a Property Master shall submit a log book to CSATF which documents the requisite

number of work hours as an Assistant Property Master. Each Assistant Property Master is responsible for maintaining an accurate log book.

A Property Person receiving such additional classification as a Property Master shall retain his seniority as a Property Person.

In the employment of Property Masters, the Producer shall give preference of employment to classified Property Masters, as above provided, who are available and qualified for that specific assignment.

There shall be no limitation on the number of Property Persons who may also be classified as Property Masters.

(7) An employee whose job classification is changed by Producer between any of the above-mentioned job classification seniority groups shall retain his Industry Roster status in the newly-designated job classification group, but shall lose his previous Industry Roster status in the prior job classification group from which he was so changed.

(8) Periodically, the parties will re-examine the number of persons in Group 1, as warranted under subparagraph (a) above, and if there are insufficient qualified available persons in any of such classifications to fill the needs of the motion picture industry, the parties shall mutually agree upon new qualifying standards for placement on the Industry Experience Roster.

Additions to Industry Group 1 shall be as follows:

The Producer shall record in its records the names of such persons who perform services in any of the job classifications listed above, covered by this Agreement, for a total thereafter of at least thirty (30) actual workdays collectively with more than one Producer engaged in the production of motion pictures in the motion picture industry in Los Angeles County. In addition, any individual who has worked as a Lead Person under this Agreement for a total of at least 720 hours shall be eligible for placement on the Industry Experience Roster as a Set Decorator, provided that all such work hours were performed within a period of twelve (12) consecutive months immediately preceding the date of his submitting an application to be placed on said Industry Experience Roster.

Persons on the Property Person Industry Experience Roster who are only capable of handling floor covering shall be so

identified on their Roster card. Such persons shall be paid at the applicable rates specified in the wage scale, Paragraphs 1 or 31.

Any individual making application to be placed on the Industry Experience Roster must perfect the application no later than one (1) year following the date of the last work day to be considered as qualifying experience. The parties hereby confirm that I-9 information must be provided to CSATF as a condition of placement on the Industry Experience Roster.

Notwithstanding the foregoing provisions of this Paragraph, if an individual working under an O-1 or O-2 visa applies for placement on the Industry Experience Roster, such application shall be held in abeyance until such time as the individual is again available to be engaged to perform work covered under the IATSE Basic Agreement or the Videotape Supplemental Agreement.

(b) Hiring, Layoff and Rehire

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

Such preference of employment in hiring and rehiring shall be given in the said job classifications to qualified persons as follows: First, to such qualified 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.

With respect to such hiring and rehiring, the Producer may notify the Local Union of its need to fill calls for "extra" employees in such classifications, and may also specifically request particular named persons from the Industry Experience Roster. Upon such notice or request, the Local Union will undertake to obtain and dispatch to Producer such persons so specifically requested or, on the other hand, when persons are not so requested, any available qualified eligible persons, as the case may be, from the Industry Experience Roster in accordance with the above preference of employment provisions. Producer reserves the right to select those to be hired or rehired, as the case may be, from among such eligible persons who are so dispatched to Producer, as above provided. If Producer requests a named individual from the Local Union and that individual has worked less than one (1) qualified year, as defined in Paragraph 74(f) below, for that particular Producer and at the time of the call is employed elsewhere in the industry, the Local Union shall notify the Producer of such individual's unavailability and shall not be required to notify the individual of such

work call. Neither as to such undertaking or dispatching by the Union nor as to any other related portion of this Agreement will the Union discriminate either in favor of or against any person by reason of membership or non-membership in the Union. Producer shall not in any manner be liable hereunder for any alleged violation of this Paragraph 68 because of the Producer's employment of any person through the dispatching facilities of the Union, as above provided. The Local Union agrees to keep its offices open and available to service the Producer from 8:00 a.m. to 8:00 p.m., Monday through Friday, inclusive. It is understood that the above provisions with respect to the Producer's utilization of the dispatching facilities of the Union apply only to the filling of such "extra" calls from available qualified persons from the Industry Experience Roster; that such provisions do not apply in the event Producer does not meet its employment needs in such classifications from among the available qualified persons on the Industry Experience Roster and Producer is required to employ persons from other sources, in which event the recruiting of such new employees shall only be done by Producer directly.

The parties hereto shall post all of the provisions of this Paragraph 68 in places where notices to employees and applicants for employment are customarily posted.

In the event of layoffs in such job 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 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.

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

Schedule A 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.

In administering hiring, layoff and rehiring, the Producer, upon giving advance notice to the Local Union, may (1) call, retain or recall out of Industry Experience status an employee because of his

special studio experience, skill and qualifications for the duties and/or equipment necessary for operation; or (2) call or recall, and thereafter retain, out of Industry Experience status an employee because there are insufficient qualified available persons on the Industry Experience Roster as above provided.

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

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

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

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

(1) (i) A person shall be removed from the Industry Experience Roster if such person has not been employed for at least five (5) days within the crafts and classifications of work of such Roster under this Agreement, the Videotape Electronics Supplemental Basic Agreement, the Supplemental Digital Production Agreement or the

Commercial Film Supplemental Agreement within a consecutive two (2) 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 two (2) 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) Protests involving removal shall be subject to the following procedure:

(1) The IATSE and CSATF agree to submit to final and binding arbitration before the impartial arbitrator disputes involving the removal of any person on the Industry Experience Roster.

(2) In an arbitration conducted pursuant to this Article, 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.

(3) The IATSE and CSATF select Fredric Horowitz to act as the impartial arbitrator in all cases submitted to arbitration under this Article 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 CSATF.

(4) The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the IATSE or 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.

(5) The award of the arbitrator shall be rendered in writing within twenty (20) business days after the conclusion of the hearing unless the time is expressly extended by the CSATF and the IATSE. The written award of the impartial arbitrator shall be final and binding upon the IATSE and its West Coast Studio Locals, CSATF and any person whose roster removal is at issue.

(6) The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by CSATF and by the IATSE or the involved IATSE West Coast Studio Local Union. All other costs and fees shall be borne by the party incurring the same.

(7) Any of the time limits set forth herein may be extended by mutual agreement of the parties.

(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 & Television Producers; the Association of Motion Picture & Television Producers, Inc.; Contract Services Administration Trust Fund; the Motion Picture Industry Health Plan; the Motion Picture Industry Pension Plan; 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 & 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 2009 IATSE Basic Agreement and those Producers which have effectively consented to be part of the said multi-employer unit.

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

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

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

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

(i) Discharge by the Producer for cause. Producer will immediately notify employee and Local Union and will reduce the cause for discharge into writing and mail or deliver same to the employee, the Local Union and CSATF. In the event the discharge is not protested in writing within ten (10) calendar days from receipt by the Union of notice (excluding Saturdays, Sundays and holidays), the discharge shall be deemed to be for cause and shall not be subject to the grievance procedure hereunder or any other procedure. If such protest is made within such ten-day period, it shall immediately be submitted to Step One of the grievance procedure in Article 7. Either party may, within the time provided in Step One, elect to go either (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 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 occasions during the term of this Agreement, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to the employee. The Producer agrees to notify the Union in writing of such employee's first failure to work after accepting such call.

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

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

(vii) Death.

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

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

In the event of a protest involving removal of a person from the Industry Experience Roster pursuant to this subparagraph (4), the provisions of Paragraph 68(c)(1)(i)(B) shall apply.

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

(5) A person on the Industry Experience Roster who fails to successfully complete legally required industry safety training courses on a date to be mutually agreed upon by the IATSE and the AMPTP shall be temporarily removed from 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. The person shall be reinstated to his/her former Roster status upon successful completion of said courses.

(d) Absences

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

- (1) Absence because of illness not exceeding one (1) year;
- (2) Absence because of military service;
- (3) Absence because of service (in the same line of occupation pursued by the employee in the motion picture industry) for the United States Government on any research projects for the defense of the United States, provided such employee was expressly recruited by authorized government representatives for such service;
- (4) Employment in a paid full-time job in Los Angeles County, California by the IATSE or a Local Union of the IATSE subject to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement;
- (5) Employment by the Producer as a supervisor when employee has had previous work and experience in the motion picture industry in the job classifications covered by this Agreement.

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

(e) Establishing Eligibility

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

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

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

(f) Roster Certification Form

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

- (1) The number of qualifying days worked by the employee;
- (2) The roster classification within which the employee worked; and

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

(g) Roster Arbitration Procedure

Disputes regarding the placement of any person on 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 the Industry Experience Roster. CSATF's notice shall contain the individual's name, address, telephone number and social security number, provided CSATF possesses such information. The IATSE or the Local Union may protest the intended action of CSATF within ten (10) business days 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 (f)(1) and (f)(2) above. In the event of a protest, CSATF shall notify the Producer(s) involved and the person. The person will not be placed on 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, 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.

(3) The IATSE and Producers select Fredric Horowitz to act as the impartial arbitrator in all cases submitted to arbitration under this Article, 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 Producer(s).

(4) In an arbitration conducted pursuant to this Article, 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.

(5) The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the IATSE or Producer(s). 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. 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 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. All other costs and fees shall be borne by the party incurring same.

(h) Posting

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

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

69. Substituting for Department Head

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

(continued)

(continued)

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

Employees with 50% Additional Vacation Pay (See (e) below)

For Daily Schedule Employees	
Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,888.0 and over (inclusive)	15
Between 1,761.6 and 1,887.9 (inclusive)	14
Between 1,635.2 and 1,761.5 (inclusive)	13
Between 1,508.8 and 1,635.1 (inclusive)	12
Between 1,382.4 and 1,508.7 (inclusive)	11
Between 1,256.0 and 1,382.3 (inclusive)	10
Between 1,129.6 and 1,255.9 (inclusive)	9
Between 1,003.2 and 1,129.5 (inclusive)	8
Between 876.8 and 1,003.1 (inclusive)	7
Between 750.4 and 876.7 (inclusive)	6
Between 624.0 and 750.3 (inclusive)	5
Between 497.6 and 623.9 (inclusive)	4
Between 371.2 and 497.5 (inclusive)	3
Between 244.8 and 371.1 (inclusive)	2
Between 118.4 and 244.7 (inclusive)	1
118.3 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

(continued)

(continued)

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 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):

Studio Employment

$\frac{_5}{40} \times$ Total hours worked at straight time (including 40 hours worked on weekday night premiums) to a maximum of 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.

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

(4) "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;* the term "straight time" days shall be deemed to include the five (5) or six (6) weekdays 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.

* 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* 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"

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

In determining whether any employee loses his eligibility for failure to work for Producer more than one hundred fifty (150) "straight time" days 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.

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

(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 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, 2009; or

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

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

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

The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement;

provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.

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

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

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

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

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

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

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

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

(b) Payment of Full Severance Pay

Once an employee has received full accrued severance pay, pursuant to subparagraph (a) above, he shall thereafter be a new employee for severance pay purposes and future computation of

qualified years shall apply only to employment by Producer, if any, after the receipt of such full severance pay.

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

(c) Offset

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

(d) Reduction of Severance Pay Amounts

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

(e) Disqualification for Severance Pay

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

(1) Refusal of Offers of Employment

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

Producer, he shall be deemed to have rejected an offer of employment; provided, however, that:

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

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

(iii) It is recognized that in certain circumstances it may be difficult for an employee to accept a call immediately when he is currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio at which he is then employed, to be required to accept a call immediately without any notice to his then present employer. It is believed that in the great majority of cases reasonable consideration would be given so that the employee would not lose his severance pay credits. To this end, it is the intent of the parties hereto that if an employee who is qualified for severance pay has been laid off by a studio and, within either of the ninety (90) day periods referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the motion picture industry, then either of such ninety (90) day periods shall be deemed extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event such employee is again recalled within either of the ninety (90) day periods and does not accept such recall because of other employment in the motion picture industry, or for any other reason except as otherwise herein provided, then such employee shall lose his qualification for severance pay and, in the event he is subsequently rehired by the Producer, then such rehire shall be as a new employee for severance pay purposes, except that if the employee's call was on a daily basis, there may be two (2) extensions of either of the ninety (90) day periods by reason of inability to accept calls because of employment elsewhere in the motion picture industry.

(iv) If the employee is unavailable to accept such recall because of employment outside the motion picture industry at the time of such recall, he shall have a maximum of two (2) days after the

date of such recall to make himself available and, if he fails to do so, then such employee shall lose his qualification for severance pay and, if he is subsequently rehired, shall be a new employee for severance pay purposes.

(2) Severance Beyond Control of Producer

In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements, strike,^{***} 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,"^{****} with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, in each of which the employee has been employed by Producer for two hundred (200) or more work days (including paid vacation days as work days); it being understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed for less than two hundred (200) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be "bridged" for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Producer for two hundred (200) or more work days shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such

^{***} 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).

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

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

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

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

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

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

(g) Severance Obligation of Successor Company

If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate severance pay experience credit accrued with Producer and his employment shall not be considered to be terminated for severance pay purposes as a result of such successor company's acquisition of Producer. If such employee is

not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall not be entitled to any severance pay from either Producer or buying company.

(h) Presentation of Claim for Severance Pay

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

75. No Clause.

76. Re-employment of Former Labor Union Officers

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

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

77. Return of Transferred Employee to Bargaining Unit

Any employee of the Producer subject to this Agreement who is transferred or promoted to a position with Producer outside the classifications of the bargaining unit may, at the sole discretion of the Producer, upon the termination of such transfer or promotion, be restored to a position within the classifications of the bargaining unit on the same basis and seniority as though he had never been transferred or promoted from such bargaining unit. Provided, however, that such employee makes application with Producer for reinstatement to such position within the bargaining unit within ninety (90) days after

severance from the position to which he had been transferred or promoted, as above described.

78. Technological Change

(a) Definition of Technological Change

As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement which directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor.

(b) Producer's Right to Institute Technological Changes

The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer's right to make technological changes shall be subject to the provisions of subparagraphs (c), (d), (e) and (f) of this Paragraph 78.

(c) Notice of Technological Change

If Producer proposes to make any technological change, it shall give written notice thereof to Union and to any other Union affected by such change. Such notice shall be given as soon as possible but not less than thirty (30) days prior to instituting such change.

(d) Retraining

If any technological change permanently displaces any person in the performance of his job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Paragraph 74 hereof ("Severance Pay") to be credited with at least one (1) "qualified year" arising out of his employment by Producer; and

(2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Producer has available within Union's jurisdiction, or within the jurisdiction of any other Union which is a party to the Memorandum of Agreement of 1965, or for any other available job opportunity with Producer, then:

Producer agrees to endeavor to retrain such person for such available job at Producer's expense, in which event the provisions of subparagraph (e), below, shall not apply. Union agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with Producer with respect thereto. Union further agrees, for the benefit of other Union parties to the Memorandum of Agreement of 1965, in consideration of the inclusion in their respective contracts of a clause identical with this Paragraph 78, to permit retraining within this Union's jurisdiction of employees displaced from jobs within the jurisdiction of such other Union parties; provided, however, that such other Union parties' displaced employees are qualified for retraining in this Union's jurisdiction and provided, further, that such permission shall be on condition (applicable to this Paragraph 78 only) that this Union has been notified of such available job and within forty-eight (48) hours thereafter (excluding Saturdays, Sundays and holidays) is unable to furnish competent available persons on the Industry Experience Roster or Studio Seniority Roster, if any (applicable to this Union), to fill such available job. Any such person offered retraining pursuant to this subparagraph (d) shall, of course, have the right to reject the same, but any such rejection shall discharge Producer's obligations under this Paragraph 78 unless the job opportunity for which Producer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

(e) Displacement Pay

If any such technological change permanently displaces any person in the performance of his job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Paragraph 74 hereof ("Severance Pay") to be credited with at least one (1) "qualified year" arising out of his employment by Producer; and

(2) such person makes written application to Producer within thirty (30) days after such displacement to receive displacement pay (as herein defined), then:

Producer shall pay him the amount of compensation set forth in the following table and, upon such payment, he shall be removed from the Industry Experience Roster, so far as such Producer is concerned, and from the Studio Seniority Roster, if any.

Qualified Years as of the Date of Displacement	Number of Weeks of Displacement Pay Payable
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

The payment of displacement pay, as above provided, shall be separate and apart from any obligation Producer may have to pay severance pay to such displaced person under the provisions of Paragraph 74 hereof ("Severance Pay"). Notwithstanding anything in this subparagraph (e) to the contrary, no such displaced person shall be eligible for displacement pay if:

(i) Producer offers the training referred to in subparagraph (d) above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or

(ii) such person is offered a job by Producer at an equal or better rate of pay, or

(iii) such person accepts any job with Producer even though such job is at a lower rate of pay.

(f) Negotiation of New Rates

If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Producer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step Two of the grievance procedure provided in Article 7 hereof

or, if they mutually agree to waive Step Two, may proceed immediately to Step Three of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Three of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

(g) Experimental Technological Changes

The provisions of subparagraphs (c), (d), (e) and (f) above shall not apply to any experimental technological change except that if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph (f) above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected job. As used herein, the term, "experimental technological change" shall mean a technological change which is instituted by Producer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph (g) shall be construed to deprive Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

(h) Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates

If a dispute arises between Union and Producer with respect to any determination required by subparagraphs (d), (e), (f) or (g) of this Paragraph 78, such dispute shall be subject to the grievance procedure set forth in Article 7 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.

79. Leave of Absence

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

80. Bulletin Boards

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

81-83. No Clauses.

84. Screen Credit

Whenever and as long as the practice of giving screen credit to any individual (exclusive of the Producer, Writer, Director and cast) prevails, the Producer agrees that screen credit shall also be given in a prominent place on all positive prints to Set Decorators rendering their services for the production. The term "Associate" or "Assistant" shall not be used in connection with such screen credit.

85. Establishment of Work Training Programs

The Producers and the Union agree to cooperate in the establishment of work training programs with respect to appropriately agreed-upon work classifications subject to this Agreement. Furthermore, such work training programs may be established and administered under the auspices of CSATF in conformance with the affirmative action program with the Department of Labor and may be jointly administered under regulations to be established by the AMPTP and the Union.

The Producers and the Union agree that CSATF shall implement a Special Effects Training Program.

In connection with the merging of the Upholsterer/Draper/Property Sewing Person classifications with the Greens Person and Property Persons classifications, the Producers agree to establish training programs to cross-train persons on the Local #44 Industry Experience Roster to acquire the skills needed to work in other classifications covered under the Local #44 Agreement.

86. Portrait Gallery

One person is to be employed from either the Electrical Technicians, Property or Grips work classifications. The choice of such classification is at the Producer's discretion. Property persons assigned to the portrait gallery and so employed on the execution date of this Agreement shall continue to receive, as a minimum, the rates then being paid. Whenever such Property persons are replaced by other Property

persons, the appropriate rate shall be determined by mutual agreement between the Producer and the Union.

87. Cross-Utilization

(a) For purposes of this provision, stage craft department personnel shall include persons working within the job classifications covered by the Local Agreements with Affiliated Property Craftspersons, Local #44; Motion Picture Studio Grips, Local #80; and Studio Electrical Lighting Technicians, Local #728.

(b) (1) In the studio or on nearby locations, for production work only, whenever the number of persons assigned to a production consists of at least two (2) persons employed under each of the Agreements with Property, Local #44 (the Property Master and Assistant Property Master); and Studio Electricians, Local #728 (the Chief Lighting Technician and Assistant Chief Lighting Technician); and three (3) persons employed under the Agreement with Motion Picture Studio Grips, Local #80 (the First Company Grip, Second Company Grip and either another grip or a craft service employee) (for a total of at least seven (7) stage craft personnel), stage craft department personnel at and below the level of journeyman shall be interchangeable in the performance of their duties. Neither the crane grip, the dolly grip nor the dimmer board operator shall be counted toward the level of staffing required for interchange. Any person employed under the Local #729 Agreement and assigned to such production shall be interchangeable with stage craft department personnel.

(2) On distant locations, whenever the number of persons hired in and transported from Los Angeles County to the distant location shooting site and assigned to the production consists of at least three (3) persons employed under each of the Agreements with Property, Local #44 (the Property Master, the Assistant Property Master and another property person) and Studio Electricians, Local #728 (the Chief Lighting Technician, the Assistant Chief Lighting Technician and another lighting technician), and four (4) persons employed under the Agreement with Motion Picture Studio Grips, Local #80 (the first Company Grip, the Second Company Grip, and either two (2) other grips or one (1) other grip and one (1) craft service employee) (for a total of at least ten (10) stage craft personnel), stage craft department personnel at and below the level of journeyman assigned to said production will be interchangeable in the performance of their duties. Neither the crane grip, the dolly grip nor the dimmer board operator shall be counted toward the level of staffing required for interchange. Any person employed under the Local #729 Agreement and assigned to such production shall be interchangeable with stage craft department personnel.

(c) A stage craft department employee engaged in the performance of interchangeable work will be supervised in the performance of that work by the appropriate supervisor of work from within that craft or classification.

(d) A stage craft department employee shall not be assigned to perform work which requires special expertise not possessed by that employee.

(e) Work performed in another craft or classification under the concept of interchange shall not be counted toward roster placement in such other craft or classification.

(f) Nothing herein shall affect traditional lines of jurisdiction as between the stage craft Locals as heretofore established by the IATSE.

88. Reimbursement for Licenses or Permits

In the event a city, county or state license or permit is necessary for an employee to operate or handle materials or equipment used in the course of his employment hereunder, as required by Producer, then Producer will reimburse such designated regular employee for the cost of obtaining or maintaining such license or permit.

89. Grass Mats and Floor Coverings

Producer will maintain grass mats and floor coverings handled by employees hereunder in as clean and sanitary condition as may be practicable.

90. No Clause.

91. Relieving Daily Schedule Employees on Shooting Unit

Daily Schedule employees working with a shooting unit shall not be relieved for the purpose of avoiding overtime. Provided, however, when it is anticipated that the shooting unit may be divided into shifts, substitute employees may be called to relieve such employees on such shooting unit, provided such substitute employees are guaranteed a minimum call for work.

91.1 Replacement of Weekly Schedule Employees

When a Weekly Schedule employee is replaced or a temporary employee is used in the place of a Weekly Schedule employee, said employee so used shall be subject to the same wages and conditions as applied to the classification of the employee he replaces for the day or days of such replacement. Provided, however, that Producer may select

the schedule, either A, B or C, as the case may be, under which such employee shall be paid.

92. Knife-Throwing; Shooting of Arrows

In the production of motion pictures, an employee will not be required to free-throw knives or arrows at people. However, if an employee has the necessary skill and agrees to perform such free-throwing of knives or free-throwing or shooting of arrows at people, the compensation for such work shall be subject to individual negotiation with such person.

93. Assignment to Tenant

If Producer assigns an employee to work for a tenant, the employee will remain on Producer's payroll and continue as Producer's employee except that tenant will be responsible for all breaches of the collective bargaining agreement. If employee is permanently transferred, he will also be transferred to tenant's payroll and tenant will be employer for all purposes. Such a transfer cannot be made unless employee is advised he is being terminated by Producer. The employee cannot be required to accept such assignment.

94. Wash-Up Time for "Off Production" Employees

When an employee assigned to "Off Production" work is assigned to report to a production crew, he shall be allowed a reasonable period, not to exceed fifteen (15) minutes, to wash up prior to reporting.

VIII. DUTIES AND DIVISION OF WORK

The work described below, as herein defined and limited, shall be performed by persons who are subject to the terms and conditions of this Agreement:

95. Prop, Miniature and Set Builders

The payroll designation of employees under this subhead shall be "Prop Makers," who shall perform the following work, excluding painting, plaster work, the handling or setting up of tubular scaffolding and such labor work as is incidental to construction:

- (a) The building, setting up and operating of all miniatures.
- (b) The building, repair and maintenance of properties; the handling, setting up, operation and striking of all action properties,

except process bodies manually operated as defined in subparagraph (c), "Action Sets Depicting Modes of Transportation," set forth below.

(c) The building, setting up, repair and maintenance of sets, interior or exterior.

(1) The installation of all metal parts of a set such as fire escapes, hand rails, etc. and the fabrication at the shooting site shall be done by Prop Makers.

(2) The handling of all sets that require refitting after unloading.

(3) Action Sets

The rigging of all sets which are rigged for action, the operation of the action parts of such sets and the striking of such rigging, shall be done by Prop Makers, except as limited by the following provisions of subparagraph (4) relating to sets depicting modes of transportation.

(4) Action Sets Depicting Modes of Transportation

When such sets depicting modes of transportation are to be rigged for action in front of the camera, the rigging and operation shall be done by Prop Makers. If such sets are not to be so rigged, and are manually operated, they shall not be operated by Prop Makers.

(i) Rigging, as used in this Paragraph for the purposes of determining the jurisdiction of the operation of sets depicting modes of transportation, shall be described as the building of special apparatus for the movement of a particular set or the preparation of apparatus for moving a particular set such as the stringing of ropes, wires, cables, springs, or shock cords, etc., but not to include stock platforms which are pre-rigged with springs or shock cords.

(A) The sets which are manually operated and which do not contain the above-mentioned rigging shall not be considered rigged sets for the purposes of this Paragraph, and shall be operated by employees other than those subject to this Agreement.

(B) All power-operated motion of such sets shall be operated by Prop Shop persons.

(ii) In the setting-up and striking of such modes of transportation, if the set or process body came from the scene dock or place of storage other than the Property Department, the set or process body would be brought to the stage by employees other than those

subject to this Agreement. The set or body would then be set up by the Prop Maker. If it is a set that is rigged for action, Prop Makers shall strike it, but employees other than those subject to this Agreement shall transfer it back to the scene dock or place of storage, unless it was stored in the Property Department, in which case the transportation and storage would be handled by Prop Makers. If a set or process body is not rigged and the striking would be done by employees other than those subject to this Agreement, the transportation, handling and storage would be as above provided.

(iii) If action sets depicting modes of transportation are being operated by Prop Makers, and are to be transported from stage to stage during a day's shooting, such transportation shall be done by Prop Makers. Otherwise, the transportation of such sets from stage to stage shall be done by employees other than those subject to this Agreement.

On large sets on which crews of Prop Makers and employees other than those subject to this Agreement are on the set, they can both be utilized for the purpose of shifting sets for camera angles.

(5) When hiring additional Prop Makers for the specific purpose of performing the work described in subparagraphs (3) and (4) above, Prop Makers certified at the Prop Shop skill level pursuant to Paragraph 95(m) below shall be given first consideration by the Producer. However, the Producer may assign such work to any Prop Maker deemed qualified by the Producer.

(d) All pattern work except metal patterns, costume patterns and plaster models.

(e) All aging of sets, except preparing material by charring and burning, peeling of eucalyptus poles, etc., and sandblasting.

(f) The building of all animation apparatus on dummies, taxidermy and the rigging and operation of puppets, except such rigging and operation as is done by professional puppeteers.

(g) The building of all set models when done in the prop shop.

(h) The building of all property, special effects and/or prop making equipment.

(i) All sheet metal work.

(j) All studio construction or maintenance work, except any such work as is let to a private contractor. All maintenance work, excluding painting, electrical, mechanical, plumbing and plastering work.

(k) It is understood and agreed that the above provisions shall not restrict the right of the Producer to purchase or rent stock items for use as properties, nor restrict his right to have such properties built outside the studio when the studio prop and miniature builders cannot manufacture or build such properties or miniatures because of insufficient skill or personnel, or because the Producer does not possess adequate equipment or facilities. However, before such work is sent outside, the Producer agrees to discuss the matter with the Business Representative of the Union.

The foregoing paragraph shall not be construed to impose any greater restrictions on studio owners than on any other employer signatory to this Agreement.

(l) All leather work including repairing in connection with harnesses, saddles, etc. which are the property of Producer, including all wire or rope rigging used in connection therewith.

(m) Prop Shop Skills Identification

Exhibit "N" to this Agreement sets forth the current inventory of skills, the required skills and ability to qualify as a Prop Maker certified at the Prop Shop skill level. Prop Makers certified at the Prop Shop skill level shall be skill-identified on the Producers' Prop Maker Industry Experience Roster.

Only Prop Makers certified at the Prop Shop skill level may be recruited and trained and reclassified as "Special Effects - Prop Maker" on the Producers' Industry Experience Roster as set forth in Paragraph 68, "Seniority," above.

Prop Makers who are not certified at the Prop Shop skill level may be skill identified on the Producers' Industry Experience Roster as possessing one or more of the specific skills listed on Exhibit "N." Such specialized skill identification is for reference and convenience purposes only and is not associated with seniority requirements or preference of employment considerations.

(n) Welding

Notwithstanding anything to the contrary herein and except as provided in the next two sentences, all welding work heretofore within the jurisdiction of Local #695C has been transferred to the jurisdiction of Local #44. Welding by precision machinists and welding in the film processing laboratories shall continue to be performed by Local #683 (formerly Local #695C). Also, welding may continue to be performed by persons covered by other Agreements when used as a "tool of the trade."

96. Special Effects

The supervision, setting up, operating, striking and storing of all equipment and material in making special effects, such as wind, rain, air effects, snow, artificial atmospheric window frosting, frost, fire, smoke, flares, torches of all kinds, fog, steam, mist, water, waterfalls, portable spill tanks, storms of every nature, waves, cobwebs, lightning and explosives. The creation and operation of all sound effects used in the making of motion pictures, except that written into the musical score as part of the rhythm or requiring a musician to operate, shall be done by Special Effects persons.

All powder or explosives requiring a licensed Powderman shall be handled only by a licensed Powderman.

97. No Clause.

98. Property Master

The Property Master shall be in charge of all properties on each unit of production after sets are dressed and shall return all properties used by him, as requested by the Producer. Upon severance of employment, the Property Master and/or the Assistant Property Master shall return all properties to the Producer; thereafter, the Property Master or the Assistant Property Master (as the case may be) shall not be held responsible for any loss or damage to such properties occurring after the date of severance. In the event that disputes arise hereunder, they shall be addressed, upon the request of Local #44, at the "Annual Meetings" to be convened between the IATSE and the AMPTP.

Assistant Property Master shall assist the Property Master as required and shall be so rated and paid. All other assistants to the Property Master on shooting companies are deemed to be Property persons.

Property Masters shall not be required to break down a script on their own time.

99. Property Persons

Property persons shall include all persons engaged:

(a) In the Property Department in dressing, striking, handling and care of all furniture, rugs, pictures, electrical properties or any and all properties that come under the jurisdiction or inventory of the Property Department, including stage dressing rooms, flowers and plants, whether live or artificial, all work in connection with the depiction of live growth, and handwritten and manually-operated cue

cards. Care or handling of musical scoring stage furnishings may be assigned to a Property person.

(b) In the making and taking of motion pictures or of properties to be so used in the studio or on location, all measuring, cutting, preparing, sewing, making, embroidering, appliqueing, constructing, handling, installing, repairing, striking and storing of all draperies and drapery effects, including canopies, canvas appertaining to draping, cellophane, portieres, all shades and blinds, including wooden, slat or venetian blinds, all curtains, tapestries, rail wall hanging, banners, pennants, flags, bunting, fabrics, wall and floor coverings or finished fabrics, leather or leatherette, sunbursts, silk or silknet, all nets, scrim and gauze to be photographed, cloth or other drapery or upholstering material.

(c) Any and all upholstering, including the measuring of the material in bulk or bolt to completed product, all covering, slip covering, recovering, repairing of material, etc., of all furniture, vehicles of any and all description, including boats, aircrafts, railroad coaches, buses, automobiles, etc., benches, including built-in units, beach chairs and swings, baggage or luggage, caskets, cushions, pillows, pads, umbrellas and any and all other accessories or properties to be covered or lined with fabrics, cloth, leather, leatherette, drapery and/or upholstery material.

(d) It is the Producer's intent to use Drapers and Upholsterers who are regularly employed by Producer to perform the maintenance work in respect to Producer's drapes and reupholstering Producer's furniture, other than that used for production. This does not apply to the purchase of furniture or to extensive renovations or large projects.

100. No Clause.

101. Tents

"The division of work" applicable to this matter shall be as follows:

All tents manufactured by Local #44 shall be set up, maintained, stored, erected and handled by Local #44.

All other tents shall be set up, maintained, stored, erected and handled by Local #80.

A teepee shall not be considered a tent.

The foregoing division of work shall be implemented on a trial basis. In the event of abuses of this provision, the Business

Representative of Local #44 or the Business Representative of Local #80 shall so notify the AMPTP and the IATSE and all of the foregoing parties shall negotiate in good faith regarding the matter.

102. Ship Sails

All work connected with ship sails.

103. Awnings and/or Canopies

All work in connection with awnings and/or canopies, regardless of material used or how constructed.

104. Carnival Booths

Erection, striking and maintenance of all carnival booths.

105. Set Decorators

A Set Decorator shall be hired by and under the supervision of the Property Department Head and, if there is no Property Department Head, the Set Decorator shall be hired by and under the supervision of the Producer (Employer). The Set Decorator shall be in charge of and responsible for the decorating of all sets, excluding all work specified in Paragraph 101. It is agreed, however, that on distant location where sets are being shot which require only a small amount of set decorating, such set decorating may be assigned to the Property Master. Prior to such assignment, the matter shall be discussed between the representative of the Producer and the Business Representative of the Local Union. It is the intention of the parties to continue the present practice of the studio to use persons covered by this Agreement in the selection and acquisition of all set decorations and properties used in the decorating of sets. A Set Decorator, if so instructed, shall not be required to break down a script or estimate budget costs at home on his own time. (For screen credit, see Paragraph 84.)

106. Coordinators

Refer to Article 1 and Paragraph 68(a)(2).

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

By: _____ Date: _____
Carol A. Lombardini
President, AMPTP

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: _____
Matthew D. Loeb
International President

AFFILIATED PROPERTY CRAFTSPERSONS, LOCAL #44

By: _____ Date: _____

EXHIBIT "A"

Companies Represented by the AMPTP in 2009 IATSE Negotiations

12:05 AM Productions, L.L.C. 424, Inc. 2929 Productions LLC 90266 Productions, Inc.	Brubel Enterprises, Inc. Brut Music Inc. Buck Holzemer Productions, Inc. The Burning Plain, LLC
A Catch 22 Production, Inc. ABC Studios Academy Lighting Consultants, Inc. Academy of Motion Picture Arts and Sciences Accendo Faction, Inc. AEG Ehrlich Ventures, LLC Alcon Entertainment, LLC All Axis Inc. Allyn Ferguson, Inc. Am Glad Productions American Costume Corporation American Television News, Inc. Anita Madeira Inc. Another Diversion Inc. Arnaeus Music Inc. Ascension Films, Inc. Aspect Ration, Inc. Avalon Family Films, Inc.	C & J Custom Tailoring Inc. Calabasas Camera Inc. Cartoon Network Studios, Inc. Cast & Crew Production Payroll, LTD Castle Rock Pictures, Inc. CBS Films Inc. CBS Studios Inc. Certain Productions, LLC Chop Shop LLC Chords, Inc. Close It Columbia Pictures Industries, Inc. Cornerstone Pictures, Inc. CPT Holdings, Inc. Crescent City Pictures, Inc. Crest Animation Productions Inc. Crimson Creative Group Crowned Productions, Inc. Custom Film Effects, Inc.
Back Door Music, Inc. Balance Productions, Inc. The Barn Productions Beachwood Services Inc. Beech Street Productions, Inc. Berghofer Music Inc. Better Productions, Inc. Big Beach, LLC Big City Pictures, Inc. Bill Melendez Productions, Inc. Blue Bridge Productions, Inc. Blue River Music, Inc. Bold Films, LP Branch of the Vine, Inc.	DAG Music, Inc. Delux-O-Matic Inc. Deluxe Laboratories, Inc. Denimir Inc. Digital Domain Productions, Inc. Diva Music, Inc. DJ Audio, Inc. Don Nemitz Inc. Downtown Reel Productions, Inc. The Dub Stage Inc. Duets Productions, Inc. Duly Noted Inc.

DW Dramatic Television LLC
DW Productions LLC
DW SKG TV LLC

Emcel Inc.
Emkar Productions, Inc.
EPSG Management Services
Evans/McNamara
Eye Productions Inc.

Falcon Hill Films, Inc.
Family Productions, Inc.
Favian Wigs Inc.
Fife Dreams Inc.
Film Payment Services, Inc.
Filmarc, Ltd.
Final Stretch Productions, Inc.
Focus Features Productions, Inc.
foreignfilms, LLC
FPS Payroll Services, Inc.

Garrett Musical Services Inc.
Gibbons, Ltd.
Gigeng Productions, Inc.
Goldberg & O'Reilly
Entertainment, Inc.
Gone Fission, Inc.
Good Films, Inc.
Granada US Productions, Inc.
Green Scarf Productions, Inc.
Green Set Inc.
The Greenblatt Janollari Studio,
Inc.
Groundswell Productions II, LLC

H & K Financial Services, Inc.
HACUZ, Inc.
HDNM Entertainment LLC
Hollywood Camera Inc.
Hostage Productions, Inc.
House of Props Inc.
Hurt Locker, LLC

I Like Pie, Inc.
Ian Underwood, Inc.
Independent Studio Services Inc.

J.C. Backings Corporation
Jeff Margolis Productions, Inc.
Jimala Enterprises, Inc.
John David Ridge, Inc.
J.P.C. Music, Inc.
J-Mac Music, Inc.
Juber Productions, Inc.
JWS Productions, Inc.

K&P Costume Company
Karma Kollektive, Inc.
Kennedy Center Honors
Productions
Kidzhouse Entertainment, LLC
KKZK Productions, Inc.

Lakeshore Entertainment Group
LLC
Larchmont Productions, Inc.
LDC Productions, LLC
LeBow Music & Multimedia,
Inc.
Les Enfants Terribles, Corp.
Lightheaded Entertainment, Inc.
Liquid Music, Inc.
Lordic, Inc.

M.E. & Me Costumes, Inc. DBA:
Bill Hargate Costumes
Mackston Soundworks, Inc.
MacWilliams Kirchner Sanders
& Partners, Inc.
Magic Box Films LLC
Malke, LLP
Marcal Productions, Inc.
Mardi Kleppel Inc. dba Tuesday
Films
Marilyn J. Madsen
Martell Sound, Inc.
Marvin Music Co., Inc.
Matt-Man Music, Inc.
Matthew Ferraro Music Inc.
Max Ave. Productions, LLC
McGee Street Productions, Inc.
McNamara Film Company, LLC

Melody Maker Music Services, Inc.
 Mentor Films, Inc.
 Metro Goldwyn Mayer Pictures Inc.
 Mettafilm, Inc.
 MFV Productions LLC
 MGM Television Entertainment Inc.
 Mi Myoozik Corporation
 Milagro Films, Inc.
 Milk Productions, LLC
 MJV Productions Inc.
 Momorama Co.
 Monarch Consulting, Inc. dba PAEINC
 Monet Lane Prod., Inc.
 Moose Muffle Music, Inc.
 MOP Productions, Inc.
 Morton Jankel Zander Inc/MJZ
 Motion Control Systems (MCSI)
 Movieart Inc.
 MPI (Miramax Productions, Inc.)
 Mr. Big Film, Inc.
 Murphy Balance Engineering Music & Health, Inc.
 Muttenberger, Inc.

 Nadia Bronson & Associates, Inc.
 National Studios, Inc.
 National Television, LLC
 Negative People, Inc.
 New Line Productions, Inc.
 The New Media Firm, Inc.
 New Regency Productions, Inc.
 Nova Music Incorporated

 O D Music, Inc.
 Off & On Production, LLC
 Oolala! Productions, Inc.
 Open 4 Business Productions LLC
 Overt Operations Inc.
 Overture Enterprises, Inc.

 Pacific Title & Art Studios, Inc.
 Palmera Productions, Inc.
 Pandora Film Services, Inc.
 Paramount Pictures Corporation
 Park Pictures, LLC
 Patrick Williams Enterprises, Inc.
 PDEI, Inc.
 Perdido Productions, Inc.
 Phasmatrope Studios LLC
 Pierpoline Films, Inc.
 Production Partners, Inc.
 PSYOP Live, Inc.

 Quantum Payroll Services Inc.

 Regency Television Productions, Inc.
 Renaissance Digital, Inc.
 Resinous Music, Inc.
 Resort Music, Inc.
 Rhomboid Music, Inc.
 Riot Drum Music Corp.
 The Road Productions, LLC
 The Robert Simonds Co.
 Rocart, Inc.
 Rogue Films Ltd
 Rogue Pictures Productions, a division of Focus Features Productions, Inc.
 Rondinia Inc.
 Royce Productions Inc.

 S & L Tramondo Inc.
 San Francisco Symphony
 The Scenic Express, Inc.
 Secretbee Productions, Inc.
 Seven Arts Pictures Inc.
 Shaler Entertainment Pictures, LLC
 Shangri-La Pictures, LLC
 Sight & Sound Production Services, Inc.
 SKE Productions, LLC
 Smart People, Inc.
 Sonic Kitchen

Sony Pictures Studios, Inc.
Stage 6 Films, Inc.
Starz Independent, LLC
Step Up 2 Productions, Inc.
Storybook Productions, Inc.
Stratforde Corporation
Strike-a-Match Productions
Studio Art & Technology Inc.
Sunny Television Productions,
Inc.
Sunset Las Palmas Productions,
Inc.
Synapses Media, Inc. dba
Mindfield Pictures, Inc.

T Salvation Productions, LLC
The Ten Film LLC
Three Good Men, LLC
Ticino Music, Inc.
Tipitina, Inc.
Tom T. Animation, Inc.
Troika Production Group, LLC
TTL (The Traveling Lab)
Turner Films, Inc. dba Turner
Television
TVM Productions, Inc.
Twentieth Century Fox Film
Corporation
Two Lovers, LLC

UA Productions Inc.
Universal City Studios LLLP
Universal Network Television
LLC
Universal Payroll Service, Inc.
Untitled, Inc.
Upbeat Post, Inc.

Walden Media Productions LLC
Walt Disney Pictures
Warner Bros. Advanced Media
Services Inc.
(except IATSE Local #683)
Warner Bros. Pictures
Warner Bros. Studio Facilities
Warner Bros. Television
Warner Specialty Productions
Inc.
Watchman Productions, Inc.
Western Costume Company
Westwind Studios, LLC
Whitewater Films, Inc.
Wildfire Studios, LLC
Wings Wildlife Productions, Inc.

Zenfilm, LLC
Zydeco Productions, LLC

EXHIBIT "B" - "TOOL LISTS"

(a) Tool List for Prop Makers

16 OZ. CLAW HAMMER
16' OR 20' MEASURING TAPE
50' MEASURING TAPE
12" COMBINATION SQUARE
FRAMING SQUARE
BEVEL SQUARE
8 PT. HAND SAW
12 PT. HAND SAW
BACK SAW
KEY HOLE SAW
1/4" - 1/2" - 3/4" - 1" WOOD CHISELS
COLD CHISEL
BOX PLANE
HAND AXE
TWO CHALK BOXES
DRY LINE
LINE LEVEL
24" OR 30" LEVEL
COMPASS
ANGLE DIVIDERS
10" VISE GRIP PLIERS
PLIERS
DIAGONAL CUTTERS
STRAIGHT AND PHILLIPS HEAD SCREW DRIVERS
10" CRESCENT WRENCH
NAIL SETS - VARIOUS SIZES
WOOD FILES - VARIOUS TYPES AND SIZES
SHARPENING STONE
TOOL BELT OR NAIL APRON
ASSORTED PENCILS AND MARKING CRAYONS
PLUMB BOB
UTILITY KNIFE AND BLADES
GLOVES
LARGE RATCHETING SCREW DRIVER (YANKEE)
TOOL BOX
FLAT BAR
CAT'S PAW
SPEED SQUARE

EXHIBIT "B" - "TOOL LISTS"

(continued)

(b) Tool List for Greens Person

HAND PRUNERS
NAIL APRON OR POUCH
16 OZ. CLAW HAMMER
7" SIDE CUTTER
7" PLIERS
5 PT. HAND SAW
10' TAPE

(c) Tool List for Property Persons

12 OZ. CLAW HAMMER
SIDE CUTTER
PLIERS
SCREW DRIVER
6-8" ADJUSTABLE WRENCH
TAPE MEASURE
CORDLESS SCREW GUN

(d) Tool List for Property Sewing Persons

SHEARS
SMALL CUTTERS - NIPPERS
RULER - 6" - 12" - 18"
TAPE LINE RULE
THIMBLES

(e) Tool List for Upholsterer/Drapers

TACK HAMMERS
SIDE CUTTERS
PLIERS
YANKEE SCREW DRIVER
AWL
12' TAPE OR LONGER
CHALK LINE
SCISSORS OR SHEARS

EXHIBIT "B" - "TOOL LISTS"

(continued)

(f) Tool List for Floor Coverers

CHALK LINE
LINO KNIFE
CARPET KNIFE
CLAW HAMMER
SCISSORS
MOLDING REMOVER
CARPET KICKER
25' MEASURING TAPE
CARPET TACKER (STAPLER HAND HAMMER)
STAIR TOOL

ALL TOOL BOXES WILL REQUIRE PROPER IDENTIFICATION -
(NAME AND PROPERTY CRAFTSPERSON - LOCAL #44)

LEW R. WASSERMAN
CHAIRMAN OF THE BOARD

JACK VALENTI
PRESIDENT

BILLY H. HUNT
EXECUTIVE VICE PRESIDENT

ALFRED P. CHAMIE
VICE PRESIDENT - SECRETARY

EUGENE ARNSTEIN
VICE PRESIDENT

WILTON R. HOLM
VICE PRESIDENT

MARSHALL WORTMAN
VICE PRESIDENT

ROBERT T. WATKINS
TREASURER

October 24, 1974

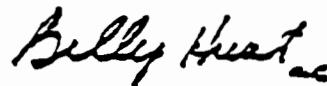
NOTICE TO ALL MEMBERS

Subject: Check-in Time
Departure for Location by Airplane

At the last Labor-Management Industry Standing Committee Meeting, it was alleged by the Unions that employees were not being allowed sufficient time prior to the scheduled departure time, to properly check in for the flight.

You are requested to allow the employees a reasonable period of time for this purpose.

Please bring this bulletin to the attention of all production personnel concerned.



Billy H. Hunt

BFF:MW:km
M-650

Exhibit C

LEW R. WASSERMAN
CHAIRMAN OF THE BOARD
JACK VALENTI
PRESIDENT

BILLY H. HUNT
EXECUTIVE VICE PRESIDENT
ALFRED P. CHAMIE
VICE PRESIDENT - SECRETARY
EUGENE ARNSTEIN
VICE PRESIDENT
WILTON R. HOLM
VICE PRESIDENT
MARSHALL WORTMAN
VICE PRESIDENT
ROBERT T. WATKINS
TREASURER

December 21, 1973

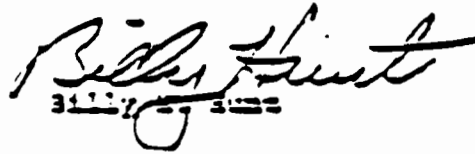
NOTICE TO ALL MEMBERS
CSATF CONTRIBUTORS

Subject: 30-Mile Studio Zone Working Conditions

At a meeting of the Labor-Management Committee on December 19, 1973, the following interpretations were agreed upon:

2. Reporting Within the Zone

An employee reporting to a designated site within the 30-mile studio zone shall not be required to drive over areas which have not been improved by roads or are otherwise not suitable for use by cars.



Billy H. Hunt

BHH:md
M-479
cc: IATSE Locals and Basic Crafts

Exhibit D

ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCTION INC.
1400 NEXVILLI 10017410
BOLTINGTON CALIFORNIA 91644
01-12-63

T. FRANK FREDMAN
CHAIRMAN OF THE BOARD
E. L. DEPATTE
PRESIDENT OF THE BOARD
CHARLES E. HARRIS
EXECUTIVE VICE-PRESIDENT
ALFRED P. CHAMBERLAIN
VICE-PRESIDENT AND GENERAL MGR
ROBERT W. JONES
VICE-PRESIDENT
ROBERT T. WATKINS
TREASURER

April 12, 1963

NOTICE TO ALL MEMBERS

Subject: I.A.T.S.E. and Craft Unions
Notice of meal provision
on day of departure for
location.

In the event that a meal is to be served on the day of departure to any location the employees shall be so notified not later than the day prior to such traveling.

In the event such notification is made and such meal is so served, no time shall be deducted for such meal, and, for the purpose of computing meal period violations and penalties, the next meal period will be called not later than six hours after the expiration of such meal period.



EW:bb

Exhibit E

CHARLES BORN
8488 BEVERLY BOULEVARD
HOLLYWOOD 48, CALIFORNIA
WE8TER 3-7101

April 27, 1961

NOTICE TO ALL STUDIOS

**Subject: Local #44 Property Craftsman:
(second) Asst. Property Master;
Wood Carvers; Saw Filers**

1. When a "second" Assistant Property Master is regularly assigned to work with a regularly assigned Assistant Property Master, doing the same work as such regularly assigned Assistant Property Master, for the duration of the entire production of a large theatrical motion picture, such as "Spartacus," "Ben Hur" and "Ten Commandments," he shall receive the same rate of pay as the regularly assigned Assistant Property Master. Whether such assignment shall be made is entirely discretionary with Producer.
2. "Saw Filers" And "Wood Carvers" are to be included in the same wage bracket as "Shaper and/or Sticker Man."

Please place these conditions into effect not later than May 1, 1961.

A handwritten signature in cursive script, reading "Charles Born". Below the signature is a small, stylized mark that resembles a lowercase letter "d" or a similar flourish.

CB/b

Exhibit F

February 22, 1960

SUBJECT: ROCKS

When a set is to be assembled from stock rocks, they shall be placed and fastened by members of Local 80. Any new construction, repair, or fitting which requires cutting or additions, shall be done by Local 44.

At the time of shooting Local 80 shall rearrange any rocks used in forming the set. The set to be those rocks which form the actual walls of the set. All other rocks shall be considered set dressing and shall come under the jurisdiction of Local 44. Use of and not size shall determine whether the rocks form the set or are a dressing.

Signed: _____

Carl G. Cooper
2d Vice President
I.A.T.S.E. & M.P.M.O.

Signed: _____

George J. Flaherty
International Representative
I.A.T.S.E. & M.P.M.O.

cc: Mr. Richard F. Walsh
Mr. B. C. DuVal, Local 44
Mr. Wm. Holbrook, Local 80
Mr. Charles Boren

Exhibit G

CHARLES BORN
6428 BEVERLY BOULEVARD
HOLLYWOOD 48, CALIFORNIA
WEESTER 3-7101

July 29, 1959

NOTICE TO ALL STUDIOS

**Subject: Box Lunches on
Locations**

At all "locations" where meals are catered not more than one "box lunch" shall be served during a single shift of work, except in cases of extenuating circumstances.

Charles Born
②

Exhibit H

CHARLES BOREN
8480 BEVERLY BOULEVARD
HOLLYWOOD 48, CALIFORNIA
OLIVE 3-2200

November 12, 1957

NOTICE TO ALL STUDIOS

Subject: Eating facilities on
Locations.

Whenever employees of Producer, assigned to a production company, are furnished food which is to be eaten at the shooting site of a Nearby or Distant Location, Producer will make facilities such as tables, chairs, benches or stools available for the convenience of such employees during meal periods.

Charles Boren

Exhibit I

CHARLES BOREN
8400 BEVERLY BOULEVARD
HOLLYWOOD 48, CALIFORNIA
WEBSTER 3-7101

March 5, 1954

NOTICE TO ALL STUDIOS

During the negotiations in connection with the 1953-1957 collective bargaining agreement with IATSE Local #44, an understanding was reached with respect to the following matters not included in the contract:

1. Damaged Eye Glasses - When an employee's eye glasses are broken due to an accident while he is at work, and a physical injury is apparent therefrom, such glasses will be replaced at the expense of Producer.
2. Loading and Unloading Equipment or Props in and Out of Baggage Cars - When a mixed load of Grip equipment, Electrical equipment and Props is transported in a baggage car, the loading and unloading of such equipment and props shall be performed by a mixed crew consisting of at least one man in each of the following classifications:

Grips
Electrical Technicians
Property Craftsmen



EB:g

Exhibit J

CHARLES BOREN
6488 SEVERLY BOULEVARD
HOLLYWOOD 48, CALIFORNIA
WESTER 3-7101

October 3, 1949

NOTICE TO ALL STUDIOS

Subject: Greens Work Jurisdiction
Local #44 vs. Local #724

At a joint conference of the respective representatives of the I.A.T.S.E., Local #44 and Laborers Local #724, held in this office, it was agreed that the jurisdiction of Local #44 includes greens work in connection with executing permanent additions to existing permanent landscaping, including lawns, when such addition is made for use in connection with a specific picture production.

Upon completion of production, Laborers Local #724 shall have jurisdiction over maintenance of such permanent landscaping.

BB

A handwritten signature in cursive script, appearing to read "Charles Boren", with a small "S" written below the name.

Exhibit K

ASSOCIATION OF MOTION PICTURE & TELEVISION PRODUCERS, INC.
1440 SHEPHERD BOULEVARD • HOLLYWOOD, CALIFORNIA 90048
TELEPHONE (415) 230

April 21, 1952

August 28, 1969 - Reissued

Affiliated Property Craftsmen
Local #44 - IATSE
6432 Santa Monica Boulevard
Hollywood, California

Attention: Mr. B. C. "Cappy" DuVal
Business Representative

Gentlemen:

This will confirm the understanding reached in the 1951 agreement negotiations with respect to employment of Propmakers for set construction work on Distant Locations in the eleven western states (Oregon, Washington, Idaho, Montana, Utah, Wyoming, Nevada, California, Colorado, Arizona and New Mexico). For such work a nucleus crew of Propmakers, including supervision, subject to the collective bargaining agreement between the Producers and Local #44, shall be taken from Los Angeles.

The size of the nucleus crew of Propmakers to be taken to a Distant Location shall be determined according to the amount of construction involved, the time required to complete the work and the distance of the project from Los Angeles. It is understood that in some instances the size of the project will indicate that no Propmakers or supervision need be taken from Los Angeles and in other situations supervision only need be taken from Los Angeles. Prior to construction on the location site the above matters shall be discussed between respective representatives of the Producers and the Union.

Outside the eleven western states Producers are not obligated to have set construction work performed with Propmakers subject to the collective bargaining agreement with Local #44. However, it will not be a fixed policy of the Producers to never employ Propmakers on such locations.

CB:BB:g



Exhibit L

LOW E. WASSERMAN
PRESIDENT OF THE ASSOCIATION
JACK VALENTI
PRESIDENT
ANTHONY J. FREDERICK
PRESIDENT
CHARLES E. SMITH
CREATIVE REPRESENTATIVE
ALFRED P. CHAMIE
PRESIDENT AND MANAGER
EUGENE ARNETTEN
PRESIDENT
ROBERT M. WATKINS
TREASURER

LOCAL #44

EXHIBIT "M"

STEWARDS

There may be one such Steward, as provided in Paragraph 60, for Prop Makers subject to this Agreement working in Producer's studio mill and the preference in layoff and rehire for such Steward, as provided therein, shall apply only with respect to the employment of such Prop Makers inside such mill.

Separate and apart from the above provision, there may be one such Steward, as provided in Paragraph 60, for Prop Makers subject to this Agreement working for Producer outside of Producer's mill, and such preference in layoff and rehire for such Steward, as provided therein, shall apply only with respect to such employment outside such mill of such Prop Makers.

Separate and apart from the above provisions, there may be one such Steward, as provided in Paragraph 60, for the Drapery Department, and such preference in layoff and rehire for such Steward, as provided therein, shall apply only with respect to such employment under this Agreement of employees under the Drapery Department.

Separate and apart from the above provisions, there may be one such Steward, as provided in Paragraph 60, for the Property Department, and such preference in layoff and rehire for such Steward, as provided therein, shall apply only with respect to such employment under this Agreement of employees under the Property Department.

Separate and apart from the above provisions, there may be one such Steward, as provided in Paragraph 60, for the Nursery and Greens Department, and such preference in layoff and rehire for such Steward, as provided therein, shall apply only with respect to such employment under this Agreement of employees under the Nursery and Greens Department.

EXHIBIT "M"

EXHIBIT "N"

LIST OF WORKING SKILLS FOR "PROP SHOP PERSONS"

HOURS
REQUIRED

- | | | |
|-----------|-----|--|
| 100 hours | 1. | Read and construct form blueprints. |
| 50 hours | 2. | Build and install sash and doors. |
| 50 hours | 3. | Build and layout of stairs. |
| 50 hours | 4. | Glazer:

a) Cut, grind, and polish all glass and mirrors.

b) Install all glass mirrors on sets and props. |
| 100 hours | 5. | Layout of all sheet metal products. |
| 100 hours | 6. | Gas welding and cutting. |
| 100 hours | 7. | Arc welding. |
| 50 hours | 8. | Machinist -- Operation of lathes, mills, grinders, identification and use of grinding stones, drill presses, punches, tapping operations, boring, and sharpening of all cutting tools necessary to perform these operations. |
| 100 hours | 9. | Cabinet and furniture building. |
| 100 hours | 10. | Plastic:

a) Identifying plastic content, selection of correct softening and glueing agents, extensive knowledge of fastening methods, forming, cutting, coloring and polishing along with tensile strengths.

b) Use of vacuum forming machines.

c) Use of urethane gun.

d) Use of fiber glass gun. |

EXHIBIT "N"

HOURS
REQUIRED

- | | | |
|-----------|-----|--|
| 100 hours | 11. | Rubber -- Thorough knowledge of chemical content of compounds needed for each product; manufacturing of armature and preparation for casting; cast, trimming and preparation for painting and/or coloring. |
| 50 hours | 12. | Leather -- Identification of skins, stripping their strength and accepted uses; methods of fastening, forming, preserving, refurbishing and dying. |
| 50 hours | 13. | Break-Away Glass -- Knowledge of chemical content of break-away glass, heating and purging methods, manufacturing of armatures for moulds; moulds, preparation of moulds for use and coloring of products. |
| 50 hours | 14. | Break-Away Woods -- Extensive knowledge and ability to select proper material and build all break-aways, prepare and repair of break-aways. |
| 50 hours | 15. | Miniature Builder -- The art of reducing full scale to fractions and/or to over scale from drawings, pictures, and from full scale objects; effectively using all types of material; miniature electric and rigging of all kinds; an extensive knowledge of architectural applications and an ability to create perspective graduated layouts of miniature sets and props along with hanging and activating same. The miniature builder is adept at creating and handling animated props manufactured from all material. Creating miniatures both over and under scale. He/she is an exceptional blueprint reader and draftsman. |
| 25 hours | 16. | Electrical Fixtures and Prop Builders -- Thorough knowledge of electricity in prop making division and safety regulations as required by law. |
| 50 hours | 17. | Rigging -- all types of rigging and construction used by the prop maker in the motion picture industry. |
| 25 hours | 18. | Heli-Arc Welding -- Proper preparation of metal to be welded; knowledge of metal content and identification of metals to be welded along with proper filler weld metal. |

STUDIO ZONE

EXHIBIT "Z"

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

Ron Cunningham
Affiliated Property Craftspersons
P.O. Box 5304
6180 Laurel Canyon Boulevard, Suite 275
North Hollywood, California 91606

Dear Ron:

If a Construction Coordinator is employed, he may be assigned to estimate and budget construction costs, to make ready the sets and locations to be used in the production, to hire construction personnel and arrange for the purchase of materials necessary for the construction or preparation (including strike and restoration) of said sets or sites, and to coordinate the function and scheduling of the crafts involved in set construction.

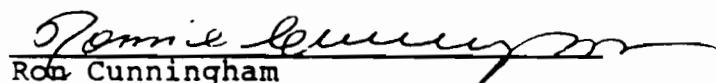
It is understood that the foregoing description of duties is not intended, nor shall it be construed, to confer upon Construction Coordinators exclusive jurisdiction over such duties. To the contrary, the parties hereto expressly acknowledge and agree that these duties have heretofore been performed by other persons and that such assignments may appropriately be made hereafter. Furthermore, nothing in this letter is intended, nor shall it be construed, to require the employment of a Construction Coordinator. The employment of a Construction Coordinator remains discretionary with the Producer.

Sincerely,


J. Nicholas Counter III

JNC:sjk

ACCEPTED AND AGREED:


Ron Cunningham

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

Ron Cunningham
Affiliated Property Craftspersons
P.O. Box 5304
6180 Laurel Canyon Boulevard, Suite 275
North Hollywood, California 91606

Dear Ron:

This will confirm our mutual understanding of the division of jurisdiction as between Affiliated Property Craftspersons, Local #44 and Motion Picture Studio Grips, Local #80. This division is premised on the notion that Local #44's jurisdiction lies in construction and building, while Local #80's jurisdiction lies in moving and facilitating.

Local #44 shall do no striking or movement for striking. It may build new sets or parts thereof, revamp and assemble what has been constructed, and incorporate new material with stock units, walls, etc. to form sets.

Local #80 shall strike to save, load, and supervise movement of sets, or parts thereof, into or out of the scene dock; unload on or "near the line," and re-erect complete stock sets that do not require remodeling, additions, alterations or repair.

(1) As a matter of reference, Paragraph 100, "Sets," of the Local #80 Agreement states:

"The striking of all units and walls of a set, interior or exterior, which are to be saved.

"The loading, at the place of strike, of all units and walls of a set, interior or exterior, which are to be saved.

"The loading and transportation of units and walls of sets from stage to stage and unloading on or near the line. The unloading on or near the line of units and walls of sets transported from the scene dock to the stage or exterior site. 'On or near the line' is defined as a reasonable proximity to the point of the line (e.g., on the stage).

Sideletter No. 2

Ron Cunningham
Page Two

"The re-erection of complete stock sets which do not require remodeling, additions, alterations or repair, regardless of the production in which such sets are used."

(2) Paragraph 95 of the Local #44 Agreement, "Prop, Miniature and Set Builders," provides:

"The payroll designation of employees under this sub-head shall be 'Prop Makers,' who shall perform the following work, excluding painting, plaster work, the handling or setting up of tubular scaffolding and such labor work as is incidental to construction:

"(a) The building, setting up and operating of all miniatures.

"(b) The building, repair and maintenance of properties; the handling, setting up, operation and striking of all action properties, except process bodies manually operated as defined in subparagraph (c), 'Action Sets Depicting Modes of Transportation,' set forth below.

"(c) The building, setting up, repair and maintenance of sets, interior or exterior.

"(1) The installation of all metal parts of a set such as fire escapes, hand rails, etc. and the fabrication at the shooting site shall be done by Prop Makers.

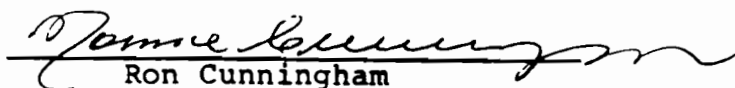
"(2) The handling of all sets that require refitting after unloading."

It is the intent of Local #80 and Local #44 to comply with these contract provisions, as interpreted herein.

Sincerely,


J. Nicholas Counter III

ACCEPTED AND AGREED:


Ron Cunningham

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

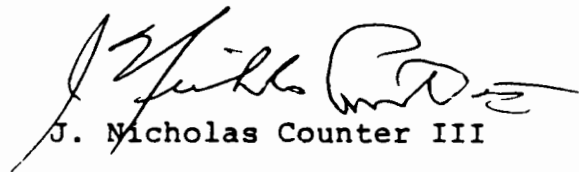
As of August 1, 1988

Ron Cunningham
Affiliated Property Craftspersons
P.O. Box 5304
6180 Laurel Canyon Boulevard, Suite 275
North Hollywood, California 91606

Dear Ron:

During the course of the 1988 negotiations between the Producers represented by the Alliance of Motion Picture & Television Producers and Local #44, the Producers sought confirmation from Local #44 that it is not necessary to upgrade the Assistant Property Master nor the third property person because the Property Master assigned is not physically present on the set. Local #44 confirmed this practice, explaining to the Producers that this issue had been the subject of an earlier bulletin, dated October 14, 1968, mutually agreed upon by the parties. The parties agree that the understanding as set forth in the bulletin dated October 14, 1968, and explained by Local #44 shall continue in effect.

Sincerely,


J. Nicholas Counter III

JNC:sjk

ACCEPTED AND AGREED


Ron Cunningham

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

15503 Ventura Boulevard
Encino, California 91436
(818) 995-3600
Direct Dial (818) 382-1710
Fax (818) 382-1793



J. Nicholas Counter III
President

As of August 1, 2006

Ed Brown
Business Agent
Affiliated Property Craftspersons, Local #44
12021 Riverside Drive
North Hollywood, California 91607

Re: Paragraph 63(a) Notice Requirements and Cure Period

Dear Ed:

Reference is made to the provisions of Paragraph 63(a) of the Local #44 Agreement and particularly to the new notice requirements and cure period negotiated in 2006.

During the 2006 negotiations, the Local asked that the Producers prepare this sideletter to set forth examples demonstrating how the new aspects of Paragraph 63(a) are intended to work in practice.

Suppose three (3) Prop Makers return to Los Angeles from distant location on Monday. Each is told by the Producer that his tool box is scheduled to arrive via air cargo the following Wednesday afternoon and the tools will be available for pick-up at that time. Suppose further that the tools do not arrive by Wednesday evening. The Prop Makers now have until the close of business on Friday (two business days) to inform Local #44 and the Producer's Labor Relations representative that their tools did not arrive as scheduled.

Two of the three Prop Makers send faxes to the Producer's Labor Relations representative with a copy to Local #44 on Thursday afternoon. Each fax states that the tools did not arrive as scheduled. The Producer then has until the close of business on the following Monday (two business days) to find the tools and return them to the Prop Makers or to provide replacement tools. The third Prop Maker fails to inform Local #44 and the Producer's Labor Relations Department that his tools did not arrive on Wednesday evening.

On Friday, the Producer locates the tool box of one of the Prop Makers who notified its Labor Relations representative Thursday afternoon that the tool box did not arrive as scheduled. The Producer returns the tool box to the owner Saturday afternoon. That Prop Maker will receive a day's pay for each of the four (4) days (Tuesday through Friday) that tools were not available to

Sideletter No. 4

Ed Brown
Page 2
As of August 1, 2006

him for work (in addition to the travel allowance paid for Monday travel to Los Angeles), but no penalty pay. (Note that each of the Prop Makers would be paid a travel allowance for Monday, the day of return from distant location.)

The Producer cannot locate the other Prop Makers' tool boxes until the following Wednesday, when they are returned to their respective owners that night, a full week after their scheduled return. The second Prop Maker who notified the Producer's Labor Relations representative via fax the previous Thursday will be entitled to seven (7) days of pay (four (4) days of waiting time pay for Tuesday through Friday and three (3) days of penalty pay for Monday through Wednesday of the following week) (in addition to the travel allowance paid for Monday travel to Los Angeles).

The third Prop Maker is entitled to only four (4) days of waiting time pay (in addition to the travel allowance day) for the Tuesday through Friday period that he had no access to his tools, two (2) days' pay for the Tuesday and Wednesday he was initially scheduled to be without his tools, plus two days' pay for Thursday and Friday, which were within the allowable notice period, but during which the employee did not have access to his tools. The third Prop Maker is not entitled to any penalty pay as he failed to notify the Local Union and the Producer's Labor Relations representative within the allowable notice period that the tools had not been returned as scheduled.

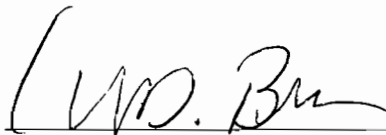
Sincerely,



J. Nicholas Counter III

JNC:jrs

ACCEPTED AND AGREED:



Ed Brown, Local #44

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
carol@tw.amptp.org

As of August 1, 2009

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
1430 Broadway, 20th Floor
New York, New York 10018

Re: Special Conditions for One-Hour Episodic Television Series, the Production of Which Commenced Prior to August 1, 2003, and for One-Half Hour and One-Hour Pilots

Dear Matt:

This will memorialize the agreement reached in the 1993 negotiations and confirmed in the 1996, 2000, 2003, 2006 and 2009 negotiations to apply the following special conditions to pre-production and production of one-hour episodic television series, the production of which commenced prior to August 1, 2003, and all pilots (half-hour or one-hour) (other than those covered under the long-form television motion pictures sideletter) which are committed to be produced in Los Angeles:

- a. Wages - For pilots and the first year of any series, except series which receive a short order of seven or fewer episodes in the first year, 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 2, 2009 to July 31, 2010, the wage rates for the period August 3, 2008 to August 1, 2009 shall apply); thereafter, the wage rates in the Local Agreements shall apply.

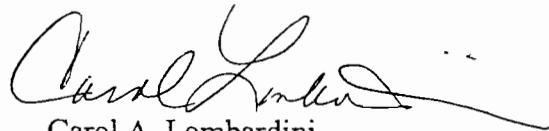
For series which receive a short order of seven (7) or fewer episodes in the first year, the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply for the first two (2) years of the series; thereafter, the wage rates in the Local Agreements shall apply.

- b. Vacation - 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 shall be paid for each hour worked after twelve (12) work hours.
- f. Transportation Allowance - With respect to employees reporting to a "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. The IATSE will not unreasonably refuse a request from the Producer that employees report to a location which is a reasonable distance beyond the thirty (30) mile zone described in the Basic Agreement and 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.

Matthew D. Loeb
As of August 1, 2009
Page 3

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

CAL:cg

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

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
carol@tw.amptp.org

As of August 1, 2009

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
1430 Broadway, 20th Floor
New York, New York 10018

**Re: Special Conditions for New One-Hour Episodic Television Series, the
Production of Which Commences On or After August 1, 2003**

Dear Matt:

This will memorialize the agreement reached in the 2003 negotiations, and confirmed in the 2006 and 2009 negotiations, to apply the following special conditions to pre-production and production of one-hour episodic television series, the production of which commences on or after August 1, 2003, which are committed to be produced in Los Angeles:

- a. Wages - For 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 2, 2009 to July 31, 2010, the wage rates for the period August 3, 2008 to August 1, 2009 shall apply); thereafter, the wage rates in the Local Agreements shall apply.
- b. Vacation - No vacation pay shall be payable for 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 shall be paid for each hour worked after twelve (12) work hours.

- f. Transportation Allowance - With respect to employees reporting to a "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. The IATSE will not unreasonably refuse a request from the Producer that employees report to a location which is a reasonable distance beyond the thirty (30) mile zone described in the Basic Agreement and 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.

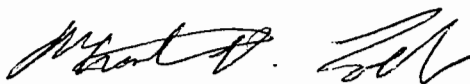
Sincerely,



Carol A. Lombardini

CAL:cg

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

- 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 shall be paid for each hour worked after twelve (12) work hours.
- f. Transportation Allowance - With respect to employees reporting to a "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. The IATSE will not unreasonably refuse a request from the Producer that employees report to a location which is a reasonable distance beyond the thirty (30) mile zone described in the Basic Agreement and 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

CAL:cg

ACCEPTED AND AGREED:

Matthew D. Loeb
International President

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
carol@tw.amptp.org

As of August 1, 2009

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
1430 Broadway, 20th Floor
New York, New York 10018

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 & TELEVISION PRODUCERS, on behalf of the Producers listed in the 2009 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 2009 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 2009 IATSE Basic Agreement.

2. All of the terms and conditions of the IATSE Basic Agreement of 2009 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 2009 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 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

* If there is a firm commitment for a series at the time the two (2) hour pilot is ordered, the "one-hour series" sideletter shall apply to that production (*i.e.*, the Sideletter entitled "Special Conditions for One-Hour Episodic Television Series, the Production of Which Commenced Prior to August 1, 2003, and for One-Half Hour and One-Hour Pilots.")

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) | - Sound (§106 of the Local #695 Agreement is applicable) |
| - Camera (4) | - Greensperson |
| - Set Construction as needed | - Electrical Operations (4) |
| - Grip Operations (4) | - Special Effects as needed |
| - Craft Services (1) | - Set Dressing (3) |
| - Production Painter as needed | - Props (2) |
| - First Aid as needed | - Wardrobe (2) |
| - Make-up and Hair Stylist (1 each) | - 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 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 that specified in Paragraph 23 of the West Coast Studio Local Agreements (commonly called "drive to monies").
 - (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 names 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:
- (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.

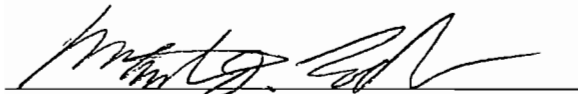
The IATSE agrees to meet and negotiate on a production-by-production basis with respect to new one-hour episodic television series for which the pattern budget does not exceed \$1,300,000 in direct costs of production per episode. This approach will allow the parties to tailor the agreement to the specific 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 FOR AUGUST 1, 2009 ONLY**

Long-Form Rates 8/1/09 Only		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,260.65			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,446.65	\$36.17	\$334.56	\$41.82
1804	First Assistant Camera	1,323.58	33.09	306.04	38.26
1805	Second Assistant Camera	1,200.09	30.00	277.36	34.67
1806	Still Photographer	1,281.14	32.03	296.21	37.03
1847	Film Loader	1,041.80	26.05	240.53	30.07
1807	Construction Coordinator - on call	1,938.32			
1808	Construction Labor	--	--	221.51	27.69
1809	Construction Foreman	1,035.44	25.89	239.08	29.89
1810	Key Grip	1,163.17	29.08	268.71	33.59
1811	Best Boy - Grip	1,057.05	26.43	224.91	28.11
1812	Company Grip	1,034.16	25.85	221.51	27.69
1813	Dolly Grip	--	--	221.51	27.69
1814	Crafts Service - on call	1,365.27			
1815	Crafts Service	892.00	22.30	205.73	25.72
1816	Production Painter	1,163.17	29.08	268.71	33.58
1817	Set Painter	--	--	221.51	27.69
1849	Sign Painter	--	--	303.08	37.89
1818	Chief Lighting Technician	1,163.17	29.08	268.71	33.59
1819	Assistant Chief Lighting Technician	1,057.08	26.43	224.91	28.11
1821	Electrical Lighting Technician	1,034.16	25.85	221.51	27.69
1822	Chief Rigging Technician	1,057.08	26.43	224.91	28.11
1823	Special Effects	1,163.17	29.08	268.71	33.59
1824	Assistant Special Effects	--	--	221.51	27.69
1825	Set Decorator - on call	1,938.32			
1826	Lead Person	1,034.16	25.85	221.51	27.69
1827	Swing Gang	--	--	206.83	25.85
1828	Prop Master	1,163.17	29.08	268.71	33.59
1829	Assistant Prop Master	974.75	24.37	224.91	28.11
1830	Costume Designer - on call	1,795.15			
1831	Assistant Costume Designer - on call	1,472.72			
1832	Key Costumer	965.84	24.15	222.87	27.86
1833	Costumer	883.51	22.09	203.78	25.47
1834	Make-Up Department Head	1,224.70	30.62	283.04	35.38
1835	Assistant Make-Up Department Head	1,077.03	26.93	248.67	31.08
1836	Hair Stylist Department Head	1,077.03	26.93	248.67	31.08
1837	Hair Stylist	960.33	24.01	221.51	27.69

Long-Form Rates 8/1/09 Only		Weekly*	Hourly	Daily*	Hourly
1838	Sound Mixer	\$1,489.50	\$37.24	\$344.75	\$43.09
1839	Boom Operator	1,323.58	33.09	306.04	38.26
1840	Welfare Worker/Teacher	1,189.49	29.74	274.90	34.36
1841	First Aid	960.33	24.01	221.51	27.69
1842	Other Technical Person	1,200.09	30.00	277.36	34.67
1843	Other Stagecraft Person	960.33	24.01	221.51	27.69
1844	Script Supervisor#	984.52	24.61	255.60	28.40
1850	Teleprompter Operator	1,049.45	26.24	223.55	27.94
1845	Set Designer	1,236.16	30.90	285.68	35.71
1846	Scenic Artist	1,286.23	32.16	297.39	37.17
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 - \$ 750.61

90 Minute Program - \$1,501.21

120 Minute Program - \$2,401.94

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 FOR AUGUST 2, 2009 THROUGH JULY 31, 2010**

Long-Form Rates 8/2/09 - 7/31/10		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,328.47			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,490.05	\$37.25	\$344.60	\$43.08
1804	First Assistant Camera	1,363.29	34.08	315.22	39.40
1805	Second Assistant Camera	1,236.09	30.90	285.68	35.71
1806	Still Photographer	1,319.57	32.99	305.10	38.14
1847	Film Loader	1,073.05	26.83	247.75	30.97
1807	Construction Coordinator - on call	1,996.47			
1808	Construction Labor			228.16	28.52
1809	Construction Foreman	1,066.50	26.66	246.25	30.78
1810	Key Grip	1,198.07	29.95	276.77	34.60
1811	Best Boy - Grip	1,088.76	27.22	231.66	28.96
1812	Company Grip	1,065.18	26.63	228.16	28.52
1813	Dolly Grip			228.16	28.52
1814	Crafts Service - on call	1,406.23			
1815	Crafts Service	918.76	22.97	211.90	26.49
1816	Production Painter	1,198.07	29.95	276.77	34.60
1817	Set Painter			228.16	28.52
1849	Sign Writer			312.17	39.02
1818	Chief Lighting Technician	1,198.07	29.95	276.77	34.60
1819	Assistant Chief Lighting Technician	1,088.79	27.22	231.66	28.96
1821	Electrical Lighting Technician	1,065.18	26.63	228.16	28.52
1822	Chief Rigging Technician	1,088.79	27.22	231.66	28.96
1823	Special Effects	1,198.07	29.95	276.77	34.60
1824	Assistant Special Effects			228.16	28.52
1825	Set Decorator - on call	1,996.47			
1826	Lead Person	1,065.18	26.63	228.16	28.52
1827	Swing Gang			213.03	26.63
1828	Prop Master	1,198.07	29.95	276.77	34.60
1829	Assistant Prop Master	1,003.99	25.10	231.66	28.96
1830	Costume Designer - on call	1,849.00			
1831	Assistant Costume Designer - on call	1,516.90			
1832	Key Costumer	994.82	24.87	229.56	28.70
1833	Costumer	910.02	22.75	209.89	26.24
1834	Make-Up Department Head	1,261.44	31.54	291.53	36.44
1835	Assistant Make-Up Department Head	1,109.34	27.73	256.13	32.02
1836	Hair Stylist Department Head	1,109.34	27.73	256.13	32.02
1837	Hair Stylist	989.14	24.73	228.16	28.52

Long-Form Rates 8/2/09 - 7/31/10		Weekly*	Hourly	Daily*	Hourly
1838	Sound Mixer	\$1,534.19	\$38.35	\$355.09	\$44.39
1839	Boom Operator	1,363.29	34.08	315.22	39.40
1840	Welfare Worker/Teacher	1,225.17	30.63	283.15	35.39
1841	First Aid	989.14	24.73	228.16	28.52
1842	Other Technical Person	1,236.09	30.90	285.68	35.71
1843	Other Stagecraft Person	989.14	24.73	228.16	28.52
1844	Script Supervisor#	1,014.06	25.35	263.27	29.25
1850	Teleprompter Operator	1,080.93	27.02	230.26	28.78
1845	Set Designer	1,273.24	31.83	294.25	36.78
1846	Scenic Artist	1,324.82	33.12	306.31	38.29
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 - \$ 773.18

90 Minute Program - \$1,546.35

120 Minute Program - \$2,474.16

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 AUGUST 1, 2010 THROUGH JULY 30, 2011**

Long-Form Rates 8/1/10 - 7/30/11		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,398.32			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,534.75	\$38.37	\$354.94	\$44.37
1804	First Assistant Camera	1,404.19	35.10	324.68	40.59
1805	Second Assistant Camera	1,273.17	31.83	294.25	36.78
1806	Still Photographer	1,359.16	33.98	314.25	39.28
1847	Film Loader	1,105.24	27.63	255.18	31.90
1807	Construction Coordinator - on call	2,056.36			
1808	Construction Labor			235.00	29.38
1809	Construction Foreman	1,098.50	27.46	253.64	31.71
1810	Key Grip	1,234.01	30.85	285.07	35.63
1811	Best Boy - Grip	1,121.42	28.04	238.61	29.83
1812	Company Grip	1,097.14	27.43	235.00	29.38
1813	Dolly Grip			235.00	29.38
1814	Crafts Service - on call	1,448.42			
1815	Crafts Service	946.32	23.66	218.26	27.28
1816	Production Painter	1,234.01	30.85	285.07	35.63
1817	Set Painter			235.00	29.38
1849	Sign Writer			321.54	40.19
1818	Chief Lighting Technician	1,234.01	30.85	285.07	35.63
1819	Assistant Chief Lighting Technician	1,121.45	28.04	238.61	29.83
1821	Electrical Lighting Technician	1,097.14	27.43	235.00	29.38
1822	Chief Rigging Technician	1,121.45	28.04	238.61	29.83
1823	Special Effects	1,234.01	30.85	285.07	35.63
1824	Assistant Special Effects			235.00	29.38
1825	Set Decorator - on call	2,056.36			
1826	Lead Person	1,097.14	27.43	235.00	29.38
1827	Swing Gang			219.42	27.43
1828	Prop Master	1,234.01	30.85	285.07	35.63
1829	Assistant Prop Master	1,034.11	25.85	238.61	29.83
1830	Costume Designer - on call	1,904.47			
1831	Assistant Costume Designer - on call	1,562.41			
1832	Key Costumer	1,024.66	25.62	236.45	29.56
1833	Costumer	937.32	23.43	216.19	27.02
1834	Make-Up Department Head	1,299.28	32.48	300.28	37.54
1835	Assistant Make-Up Department Head	1,142.62	28.57	263.81	32.98
1836	Hair Stylist Department Head	1,142.62	28.57	263.81	32.98
1837	Hair Stylist	1,018.81	25.47	235.00	29.38

Long-Form Rates 8/1/10 - 7/30/11		Weekly*	Hourly	Daily*	Hourly
1838	Sound Mixer	\$1,580.22	\$39.51	\$365.74	\$45.72
1839	Boom Operator	1,404.19	35.10	324.68	40.59
1840	Welfare Worker/Teacher	1,261.93	31.55	291.64	36.46
1841	First Aid	1,018.81	25.47	235.00	29.38
1842	Other Technical Person	1,273.17	31.83	294.25	36.78
1843	Other Stagecraft Person	1,018.81	25.47	235.00	29.38
1844	Script Supervisor#	1,044.48	26.11	271.17	30.13
1850	Teleprompter Operator	1,113.36	27.83	237.17	29.65
1845	Set Designer	1,311.44	32.79	303.08	37.89
1846	Scenic Artist	1,364.56	34.11	315.50	39.44
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 - \$ 796.36

90 Minute Program - \$1,592.71

120 Minute Program - \$2,548.34

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, 2011 THROUGH JULY 31, 2012**

Long-Form Rates 7/31/11 - 7/31/12		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,470.27			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,580.79	\$39.52	\$365.59	\$45.70
1804	First Assistant Camera	1,446.32	36.16	334.42	41.80
1805	Second Assistant Camera	1,311.37	32.78	303.08	37.89
1806	Still Photographer	1,399.93	35.00	323.68	40.46
1847	Film Loader	1,138.40	28.46	262.84	32.86
1807	Construction Coordinator - on call	2,118.05			
1808	Construction Labor			242.05	30.26
1809	Construction Foreman	1,131.46	28.29	261.25	32.66
1810	Key Grip	1,271.03	31.78	293.62	36.70
1811	Best Boy - Grip	1,155.06	28.88	245.77	30.72
1812	Company Grip	1,130.05	28.25	242.05	30.26
1813	Dolly Grip			242.05	30.26
1814	Crafts Service - on call	1,491.87			
1815	Crafts Service	974.71	24.37	224.81	28.10
1816	Production Painter	1,271.03	31.78	293.62	36.70
1817	Set Painter			242.05	30.26
1849	Sign Painter			331.19	41.40
1818	Chief Lighting Technician	1,271.03	31.78	293.62	36.70
1819	Assistant Chief Lighting Technician	1,155.09	28.88	245.77	30.72
1821	Electrical Lighting Technician	1,130.05	28.25	242.05	30.26
1822	Chief Rigging Technician	1,155.09	28.88	245.77	30.72
1823	Special Effects	1,271.03	31.78	293.62	36.70
1824	Assistant Special Effects			242.05	30.26
1825	Set Decorator - on call	2,118.05			
1826	Lead Person	1,130.05	28.25	242.05	30.26
1827	Swing Gang			226.00	28.25
1828	Prop Master	1,271.03	31.78	293.62	36.70
1829	Assistant Prop Master	1,065.13	26.63	245.77	30.72
1830	Costume Designer - on call	1,961.60			
1831	Assistant Costume Designer - on call	1,609.28			
1832	Key Costumer	1,055.40	26.39	243.54	30.44
1833	Costumer	965.44	24.14	222.68	27.84
1834	Make-Up Department Head	1,338.26	33.46	309.29	38.66
1835	Assistant Make-Up Department Head	1,176.90	29.42	271.72	33.97
1836	Hair Stylist Department Head	1,176.90	29.42	271.72	33.97
1837	Hair Stylist	1,049.37	26.23	242.05	30.26

Long-Form Rates 7/31/11 - 7/31/12		Weekly*	Hourly	Daily*	Hourly
1838	Sound Mixer	\$1,627.63	\$40.69	\$376.71	\$47.09
1839	Boom Operator	1,446.32	36.16	334.42	41.80
1840	Welfare Worker/Teacher	1,299.79	32.49	300.39	37.55
1841	First Aid	1,049.37	26.23	242.05	30.26
1842	Other Technical Person	1,311.37	32.78	303.08	37.89
1843	Other Stagecraft Person	1,049.37	26.23	242.05	30.26
1844	Script Supervisor#	1,075.81	26.90	279.31	31.03
1850	Teleprompter Operator	1,146.76	28.67	244.29	30.54
1845	Set Designer	1,350.78	33.77	312.17	39.02
1846	Scenic Artist	1,405.50	35.14	324.97	40.62
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 - \$ 820.45

90 Minute Program - \$1,640.90

120 Minute Program - \$2,625.44

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.