

**AGREEMENT OF AUGUST 1, 2012 between PRODUCER and
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada and
INTERNATIONAL CINEMATOGRAPHERS GUILD,
LOCAL #600**

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**AGREEMENT OF AUGUST 1, 2012
BETWEEN PRODUCER AND I.A.T.S.E. & M.P.T.A.A.C.
AND LOCAL #600 THEREOF**

THIS AGREEMENT, executed as of August 1, 2012 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

**INTERNATIONAL CINEMATOGRAPHERS GUILD,
LOCAL #600**

(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 2012.”

This Agreement shall be applicable to the classifications of employees listed in the “Wage Scales, Hours of Employment and Working Conditions” set forth herein, employed by Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside the said County, but within the limits of the United States, its territories and Canada, in the production of motion pictures and still pictures, regardless of the purpose for which they are produced, subject, however, to the limitations herein provided.

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, in the production of motion pictures and still pictures, regardless of the purpose for which they are produced, subject, however, to the limitations herein provided, 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).

This Agreement shall cover the work of all phases of motion and still picture photography as described in any or all of the definitions and duties of the job classifications as hereinafter set forth. The employees covered hereunder shall not be restricted in the use of equipment necessary to the performance of their duties hereunder.

The phrase “motion picture and still pictures,” as used herein, shall be deemed to mean motion and still pictures of any type or nature produced by the Producer.

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

Neither the Union nor the Producer shall take any arbitrary action to change conditions of the collective bargaining agreement without mutual approval in the form of a written amendment to the Agreement.

ARTICLE 2. Recognition

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

The Producers recognize, for purposes of legal preference of employment, the applicability of the multi-employer bargaining unit Industry Experience Roster for Photographers within the following geographical jurisdiction: Washington, Oregon, Montana, Idaho, Wyoming, California, Nevada, Utah, Colorado, Arizona, New Mexico,

Hawaii and Alaska and the Western Canadian provinces of Alberta, Manitoba, Saskatchewan and British Columbia.

This Agreement and any Agreement hereafter negotiated pursuant to the provisions of Article 9 shall be subject to the approval of the membership of Local #600 and of the Producer and shall not become effective until so approved. Certificates executed by the Secretary of the Producer, respectively, stating that the Agreement has been approved by the Local and the Producer, respectively, shall be conclusive evidence of such approval.

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 multi-employer bargaining unit 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. The foregoing requirements of union membership as a condition of employment shall be subject to the obligations of the parties under the law.

(2) 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. The Producer will mail a copy of any deal memo with any person subject to this Agreement to the Local Union promptly after final execution.

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 this Agreement has been violated by a Producer may be filed only upon the written approval of the West Coast office of the International Union. Such written approval shall accompany the claim.

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

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

Conciliation Committee

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

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

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

an immediate final and binding award in favor of the aggrieved party, including an appropriate remedy.

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

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

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

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

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

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

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

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

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

The Alliance of Motion Picture & 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, 2012 and extending to and including July 31, 2015.

Either party may, by written notice (certified mail) to the other served on or before May 1, 2015, 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, 2015 concerning the proposals or recommendations set forth in such notice and to continue negotiations diligently and in good faith on such proposals relating to the above said subject matter 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, 2009 between Producer and I.A.T.S.E. & M.P.T.A.A.C. and Local #600 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 the period commencing with July 29, 2012 to and including August 3, 2013.

International Cinematographers Guild, Local #600 Occ. Code No. Classification		Studio Minimum Rates			
		Schedule A Daily Emp.	Schedule B Weekly Emp.		Schedule C ¹ Weekly Emp.
		Daily 8 hours 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; 43.2 hrs.; Min. Call - 8.6 hours; 1½ after 9.3 hours		Minimum Guarantee - 4 consecutive weeks; 48.6 cumulative hours; 5-day week; 1½ after 48.6; Min. Call - 8 hours
		Per Day (Per Hour)	Per Week (Per Hour)		Per Week (Per Hour)
1901	Director of Photography	\$770.24 (\$96.28/hr.)	\$3,704.95 (\$85.763/hr.)		\$3,456.17 (\$71.115/hr.)
1911	Camera Operator	476.24 (59.53/hr.)	2,356.49 (54.548/hr.)		2,304.72 (47.422/hr.)
1921	Portrait Photographer	476.24 (59.53/hr.)	2,356.49 (54.548/hr.)		2,304.72 (47.422/hr.)
1931	Still Photographer ²	414.96 (51.87/hr.)	1,924.90 (48.123/hr.)		1,751.13 (43.778/hr.)
For conditions applicable to employment under Schedules C and C-1, see footnote 1 below.		Schedule A-1 Daily Emp.	Schedule B-1 ³ Weekly Emp.		Schedule C-1 ^{1,3} Weekly Emp.
		1½ after 8 and/or 40; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; Min. Call - 7 hours; 43.2 hour week		Weekly Guarantee - 4 consecutive weeks; Min. Call - 8 hours; 48.6 hour week
		Reg. Basic Hrly. Rate	Reg. Basic Hrly. Rate	Weekly Guar.	Reg. Basic Hrly. Rate Weekly Guar.
		Per Hr.	Per Hr.	Per Wk.	Per Hr. Per Wk.
1941	First Assistant Photographer	\$43.48	\$41.935	\$1,878.68	\$38.566 \$2,040.13
1951	Second Assistant Photographer	40.11	38.779	1,737.29	36.032 1,906.08
1961	Technician ^{4,5}	51.87	49.185	2,203.47	44.483 2,353.15
1971	Film Loader ⁶	34.46			

Footnotes applicable to this Paragraph 1.(a)(1) begin on page 18.

(2) The following studio minimum wage scale shall be effective for the period commencing with August 4, 2013 to and including August 2, 2014.

International Cinematographers Guild, Local #600		Studio Minimum Rates				
		Schedule A Daily Emp.	Schedule B Weekly Emp.		Schedule C ¹ Weekly Emp.	
		Daily 8 hours 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; 43.2 hours; Min. Call - 8.6 hours; 1½ after 9.3 hours		Minimum Guarantee - 4 consecutive weeks; 48.6 cumulative hours; 5-day week; 1½ after 48.6; Min. Call - 8 hours	
		Per Day (Per Hour)	Per Week (Per Hour)		Per Week (Per Hour)	
Occ. Code No.	Classification					
1901	Director of Photography	\$785.68 (\$98.21/hr.)	\$3,779.05 (\$87.478/hr.)		\$3,525.29 (\$72.537/hr.)	
1911	Camera Operator	485.76 (60.72/hr.)	2,403.62 (55.639/hr.)		2,350.81 (48.371/hr.)	
1921	Portrait Photographer	485.76 (60.72/hr.)	2,403.62 (55.639/hr.)		2,350.81 (48.371/hr.)	
1931	Still Photographer ²	423.28 (52.91/hr.)	1,963.40 (49.085/hr.)		1,786.15 (44.654/hr.)	
For conditions applicable to employment under Schedules C and C-1, see footnote 1 below.		Schedule A-1 Daily Emp.	Schedule B-1 ³ Weekly Emp.		Schedule C-1 ^{1,3} Weekly Emp.	
		1½ after 8 and/or 40; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; Min. Call - 7 hours; 43.2 hour week		Minimum Guarantee - 4 consecutive weeks; Min. Call - 8 hours; 48.6 hour week	
		Reg. Basic Hrly. Rate	Reg. Basic Hrly. Rate	Weekly Guar.	Reg. Basic Hrly. Rate	Weekly Guar.
		Per Hr.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
1941	First Assistant Photographer	\$44.35	\$42.773	\$1,916.25	\$39.337	\$2,080.93
1951	Second Assistant Photographer	40.91	39.554	1,772.04	36.752	1,944.20
1961	Technician ^{4, 5}	52.91	50.168	2,247.54	45.373	2,400.21
1971	Film Loader ⁶	35.15				

Footnotes applicable to this Paragraph 1.(a)(2) begin on page 18.

(3) The following studio minimum wage scale shall be effective for the period commencing with August 3, 2014 to and including July 31, 2015.

International Cinematographers Guild, Local #600		Studio Minimum Rates				
		Schedule A Daily Emp.	Schedule B Weekly Emp.		Schedule C ¹ Weekly Emp.	
		Daily 8 hours 1½ after 8; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; 43.2 hours; Min. Call - 8.6 hours; 1½ after 9.3 hours		Minimum Guarantee - 4 consecutive weeks; 48.6 cumulative hours; 5-day week; 1½ after 48.6; Min. Call - 8 hours	
		Per Day (Per Hour)	Per Week (Per Hour)		Per Week (Per Hour)	
1901	Director of Photography	\$801.36 (\$100.17/hr.)	\$3,854.63 (\$89.228/hr.)		\$3,595.80 (\$73.988/hr.)	
1911	Camera Operator	495.44 (61.93/hr.)	2,451.69 (56.752/hr.)		2,397.83 (49.338/hr.)	
1921	Portrait Photographer	495.44 (61.93/hr.)	2,451.69 (56.752/hr.)		2,397.83 (49.338/hr.)	
1931	Still Photographer ²	431.76 (53.97/hr.)	2,002.67 (50.067/hr.)		1,821.87 (45.547/hr.)	
For conditions applicable to employment under Schedules C and C-1, see footnote 1 below.		Schedule A-1 Daily Emp.	Schedule B-1 ³ Weekly Emp.		Schedule C-1 ^{1,3} Weekly Emp.	
		1½ after 8 and/or 40; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; Min. Call - 7 hours; 43.2 hour week		Minimum Guarantee - 4 consecutive weeks; Min. Call - 8 hours; 48.6 hour week	
		Reg. Basic Hrly. Rate	Reg. Basic Hrly. Rate	Weekly Guar.	Reg. Basic Hrly. Rate	Weekly Guar.
		Per Hr.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
1941	First Assistant Photographer	\$45.24	\$43.629	\$1,954.58	\$40.124	\$2,122.55
1951	Second Assistant Photographer	41.73	40.346	1,807.48	37.487	1,983.08
1961	Technician ^{4,5}	53.97	51.172	2,292.49	46.280	2,448.21
1971	Film Loader ⁶	35.85				

Footnotes applicable to this Paragraph 1.(a)(3) begin on page 18.

¹ Employment under Schedules C and C-1 shall be utilized under the following conditions only:

- (1) Director of Photography under personal service contract.
- (2) Camera Operator, Assistant Photographer employed in studio optical department, film effects company or in any laboratory where optical work is done.

² The weekly guarantee for Still Photographers employed under a Weekly Schedule shall be forty (40) hours. The minimum call for Still Photographers employed under such Schedules shall be eight (8) hours per day.

- ³
- 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 or six (6) days for distant location employment.
 - d) Employees (1) whose first week of employment comprises fewer than five (5) days who are to be placed on a guaranteed salary weekly schedule at the beginning of the next workweek, or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer and such employees' employment continues, shall be paid at the scheduled Regular Basic Hourly Rate of the appropriate Weekly Schedule salary guarantee (or guarantees) with time and one-half (1½) for work time in excess of the scheduled minimum call of seven (7) hours for Schedule B-1 or eight (8) hours for Schedule C-1, as the case may be, for each day of such employment which precedes or follows the establishment of such weekly

guarantee (or guarantees); provided, also, that for each unworked holiday as provided in Paragraph 9(a), which intervenes between the days of such employment, such employee shall receive one-fifth (1/5) of the guaranteed salary of the appropriate Weekly Schedule.

- ⁴ Applicable to First Assistant Photographer assigned to operate specialized equipment such as, but not limited to, "Panavision" and other anamorphic equipment or "3-D" equipment and similar situations, including the preparation of such specialized equipment where special skills, ability and experience are required.
- ⁵ Also applicable to a First Assistant Photographer employed by a company "without an existing Camera Department" (as such departments are commonly known in the industry).
- ⁶ A Film Loader assigned to perform Print Take Extractor (PTX) work on negative breakdown shall receive \$1.00 per hour in addition to the Film Loader rate in the contract.

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

(c) All Schedule C and Schedule C-1 (Weekly) employees are guaranteed a minimum employment of four (4) consecutive weeks.

(d) At the time a Photographer is employed under Schedule C, such employee shall be given a written notification of the number of weeks of such employment, which in no case shall be less than four (4) consecutive weeks.

(e) At least one day prior to the expiration date of a Photographer's guaranteed employment under Schedule C, except those under personal service contracts, Producer shall notify such Photographer, in writing, whether such employee is to be employed for any subsequent period of four (4) weeks or more; and, on the other hand, such Photographer shall, on the day before such expiration date, make written inquiry of the Producer as to whether the employment is to be for any subsequent period of four (4) weeks or more.

(f) 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, it shall be paid for at straight time based on the Regular Basic Hourly Rate of such employee's weekly schedule, subject to: (i) time and one-half (1½) after forty (40) hours of work time for non-exempt employees under Schedules B-1 and C-1; (ii) time and one-half (1½) after five and four-tenths (5.4) hours on such sixth day worked for Schedule C employees; and (iii) a minimum call for the sixth day worked in a workweek of eight (8) hours, subject to time and one-half (1½) after eight (8) hours for Schedule B employees.

(g) 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 in 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 #1901, #1911, #1921 and #1931 only.

Guarantees of employment:

** “Studio Days” Only

	For any day other than the sixth or seventh day worked in an employee’s workweek (including holidays not worked)	Holidays Worked
Schedule B Employees	8.6 hours per day at Schedule B rate; 1½ after 9.3 hours	Double the Schedule B rate; Minimum call - 8.6 hours***
Schedule C Employees	9.7 hours per day at Schedule C rate; 1½ after 9.7 hours	Double the Schedule C rate; Minimum call - 9.7 hours***
Schedule D Employees	8 hours per day at Schedule D rate; 1½ after 8 hours	Double the Schedule D rate; Minimum call - 8 hours

* See Paragraph 33 for distant location fractional payroll weeks.

** **Combination Studio and Distant Location Fractional Payroll Weeks**

Any combination of four (4) or fewer “studio days” and “distant location days” in a fractional payroll week shall be computed on the basis of “studio days” for all such days.

*** The minimum call on the sixth or seventh day worked in an employee’s workweek is eight (8) hours.

II. STUDIO WORKING CONDITIONS

The provisions of this Section II shall not be applicable where otherwise provided.

5. No Clause.

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, subject to the provisions of Paragraph 4 above.

(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.

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) No Clause.

(e) 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. 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 workday 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 select 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) All employees are paid for holidays at their scheduled Regular Basic Hourly Rates. Minimum calls are as specified in Paragraph 1 above. The minimum call for a holiday which 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, 2012 to and including December 31, 2012, in the period January 1, 2013 to and including December 31, 2013, and in the period January 1, 2014 to and including December 31, 2014, 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) 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 from January 1, 2012 to and including December 31, 2012, in the period January 1, 2013 to and including December 31, 2013, and in the period January 1, 2014 to and including December 31, 2014 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, including overscale pay, if any, 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) No Clause.

(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)

Employees shall be allowed a rest period between the time of dismissal and call-back to work in accordance with the following schedule:

CLASSIFICATION	REST PERIOD REQUIRED
Director of Photography Camera Operator	Eleven (11) hours
Portrait Photographer Still Photographer	Ten (10) hours
Technician Assistant Photographer Film Loader	Nine (9) hours

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

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

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, nearby location or distant 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 Studio Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two (2) times the scheduled Regular Basic Hourly Rate.

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

Occurring on the Seventh Day Worked in an Employee's Studio Workweek or Holidays: 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 Studio Workweek: Two (2) times the scheduled Regular Basic Hourly Rate.

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

Occurring on the Seventh Day Worked in an Employee's Studio 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, shall be paid for at the Golden Hour rate until the employee shall have received the scheduled rest period. (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 consecutive period of at least one-half of the scheduled rest period. If such rest period is for at least one-half of the scheduled rest period, but less than the full scheduled rest period, the employee shall revert to the regular weekday Golden Hour rate until he is dismissed for a full rest period as set forth in Paragraph 10.

(c) The minimum computation for Golden Hours shall be one (1) hour. 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.

(d) When Full Rest Period is Not Allowed

(1) When the call-back is made after four (4) hours have elapsed, but within fewer than the hours of a full rest period from the time of first dismissal, the hours of service of the first call plus the elapsed time, plus the hours of the second call, are all added together (meal periods included) for the purpose of computing when Golden Hours commence. Golden Hour rates shall be paid only for time worked thereafter until dismissed or until the end of the minimum call, whichever is the later.

(2) When the call-back to work is within four (4) hours from time of dismissal, all elapsed time, excluding meal periods, from first call to second dismissal shall be working time.

(e) In no event shall the provisions of this Paragraph 11 be construed as providing for the payment of Golden Hour rates to employees recalled after dismissal, but within less than their scheduled full rest period, to travel only or for any other travel time, except as provided in Paragraph 39, "Travel Time, Work-and-Travel Conditions and Pay Provisions."

12. Interchange of Job Classifications

The following job classifications are interchangeable at the discretion of the Producer: First Assistant Photographer and Second Assistant Photographer.

13. Working in Higher Classification

(a) Temporary Movements

If the Producer wishes to temporarily upgrade an employee, such upgrade shall be made in the following manner:

(1) 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.

(2) When a Camera Operator is temporarily used in an advanced classification as Director of Photography, such employee shall receive a minimum of one (1) week's salary at not less than the minimum rates and guarantees applicable to such advanced classification.

When shooting companies are on distant location, the Producer may request a waiver of this provision to limit the salary adjustment to only the day that a Camera Operator is used in a higher classification and the Union shall not unreasonably withhold such waiver.

(b) Permanent Movements

If the Producer wishes an employee to work in a higher or lesser classification, such upgrading or downgrading shall be made as follows:

(1) The Producer will notify the Union of its intention to re-rate an employee and the Union shall review its records and notify the Producer and employee whether the employee is eligible to be re-rated in accordance with the following sections.

(2) The employee must have held the previous classification for no less than the following period:

(i) Assistants may be moved up to Camera Operators or Still Photographers only after three (3) years;

(ii) Operators and Still Photographers may be moved up to Directors of Photography only after two (2) years;

(iii) Optical Assistants may be moved up to Optical Operators only after three (3) years;

(iv) Loaders, Animation Photographers, Optical Assistants and Optical Operators may be upgraded to Assistant Photographers only after one (1) year;

(v) Downgrades to lesser classifications may be made only after one (1) year, and the downgraded employee must remain in the lesser classification for one (1) year.

(vi) First and Second Assistant Photographers are interchangeable and are excluded from the one (1) year provision and may work in either classification.

(3) There shall be a trial period of thirty (30) calendar days from the effective date of any elevation. If, during that thirty (30) day period, the Producer decides not to retain the employee in the upgraded classification, or the employee decides not to retain the classification, the employee shall return to the prior classification and remain in that classification for no less than one (1) year from the date of return. If the employee remains in the classification for more than thirty (30) days, the re-rate shall be deemed permanent.

(4) If there are insufficient available qualified persons on the Industry Experience Roster to meet the employment requirements of the Producer in such classification or if special studio experience, skill and qualifications are required for the duties and/or equipment in such classification, the Producer shall have the right to elevate or downgrade an employee who has not met the requirements of being in the classification for the prescribed time period.

(c) The Producer and the Union agree that should an emergency arise with any classification, both parties will attempt to solve the problem, bearing in mind that the intent and purpose of this section of the agreement shall be the spirit under which the parties intend to cooperate.

14. Layoff Provisions

(a) On weekdays, after 5:00 p.m., a Schedule A (Daily) employee may inquire whether he is to be employed the following day. The Producer shall have a maximum of one (1) hour to respond. If the Producer fails to respond, the employee shall be considered as having been called for a minimum call on the following day.

(b) On weekdays, excluding Saturdays, after 4:30 p.m., the representative of the Union may call the Department Head to inquire whether a specific Photographer is to be employed the following day. The Department Head shall immediately notify the Union Representative of the Producer's intention. In the event the Producer has not engaged such Photographer for work the following workday, the Union may refer such Photographer elsewhere for employment.

(c) In the event an employee is laid off and replaced, Producer will promptly respond to the Union's request for an explanation of its action. (See Paragraph 68(c) with respect to discharge.)

14.1 Voluntary Layoff

If a Photographer (Occ. Code Nos. 1901, 1911, 1921 and 1931) requests and is granted a voluntary layoff, he shall not be penalized more than *pro rata*.

15. Change and Cancellation of Calls

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

(b) Calls on any day for all employees may be postponed with twelve (12) hours notice.

(c) Calls on any day for Schedule A (Daily) employees and on the seventh day worked in an employee's workweek only for Schedules B, B-1, C, C-1 and D (Weekly) employees may be cancelled with twelve (12) hours notice; provided, however, calls for the first day of an

employee's next workweek for Schedule A (Daily) employees cannot be cancelled after 6:00 p.m. on the fifth day of the preceding workweek or after dismissal, whichever is later.

15.1 Director of Photography Call Time

The Director of Photography shall not receive a daily call that is earlier than the daily call of the Director. Such calls may be later than that of the Director, but may not be earlier unless warranted by special circumstances.

16. No Clause.

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 his pay check will be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

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

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

20. Meal Periods and Meals

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

(a) Meal periods shall be not less than one-half ($\frac{1}{2}$) 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 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.

(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 ($\frac{1}{2}$) hour meal delay or fraction thereof.	\$ 7.50
Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof.	\$10.00
Third and each succeeding one-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) hour meal delay or fraction thereof.	\$ 8.50
Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof.	\$11.00
Third and each succeeding one-half ($\frac{1}{2}$) 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.

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 and includes Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fair Grounds). The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the studio zone. (See Exhibit “Z” attached.)

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 period 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 employee 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 locations as hereinafter required in this provision.

(b) Reporting Within the Zone

As to an employee reporting to a designated site within the thirty (30) mile studio zone:

(1) If there are any moves required in the thirty (30) mile zone from one location to another, or to a nearby location, the employees will be transported to and from such other location.

(2) Golden Hours - When this provision applies, if an employee reports for work outside a studio and within the thirty (30) mile zone, the Golden Hour pay rates will commence after twelve (12) elapsed hours.

(3) Parking Facilities

When an employee reports for work within the thirty (30) 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 (30) 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 (30) 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. No Clause.

29. Golden Hours

Travel time shall be considered as work time in the computation of Golden Hours. In addition, subparagraphs (a)(1) and (2), (b) and (c) of Paragraph 11 shall apply. See also Paragraph 39(g) for provisions relating to distant location truck travel.

30. No Clause.

V. DISTANT LOCATION MINIMUM WAGE SCALES

31. (a) (1) The following distant location minimum wage scale shall be effective for the period commencing with July 29, 2012 to and including August 3, 2013.

International Cinematographers Guild, Local #600		Distant Location Minimum Rates ¹						
		Schedule A Daily Emp.		Schedule B Weekly Emp.		Schedule C ² Weekly Emp.		
		Daily 9½ hours - 1½ after 8; Min. Call (except 7th day worked) - 9½ hours; 1½ after 8 hours; 7th day worked - 8 hours		Weekly Guarantee - 6 consecutive days; 48 hours; Min. Call - 8 hours; 1½ after 9 hours		Minimum Guarantee - 4 consecutive weeks; 54 cumulative hours; 6-day week; 1½ after 54; Min. Call - 8 hours		
		Per Day (Per Hour)		Per Week (Per Hour)		Per Week (Per Hour)		
Occ. Code No.	Classification	1901	Director of Photography	\$986.87 (\$96.28/hr.)	\$4,116.60 (\$85.763/hr.)	\$3,840.11 (\$71.113/hr.)		
		1911	Camera Operator	610.18 (59.53/hr.)	2,618.41 (54.550/hr.)	2,560.81 (47.422/hr.)		
		1921	Portrait Photographer	610.18 (59.53/hr.)	2,618.41 (54.550/hr.)	2,560.81 (47.422/hr.)		
		1931	Still Photographer ³	531.67 (51.87/hr.)	1,924.90 (48.123/hr.)	1,751.13 (43.778/hr.)		
For conditions applicable to employment under Schedules C and C-1, see footnote 2 below.		Schedule A-1 Daily Emp.		Schedule B-1 ⁴ Weekly Emp.		Schedule C-1 ^{2, 4} Weekly Emp.		
		1½ after 8 and/or 40; Min. Call (except 7 th day worked) - 9½ hours; 1½ after 8 hours; 7 th day worked -8 hours		Weekly Guarantee - 6 consecutive days; Min. Call - 8 hours; 48 hour week		Minimum Guarantee - 24 consecutive days; Min. Call - 8 hours; 54 hour week		
		Reg. Basic Hrly. Rate		Reg. Basic Hrly. Rate	Weekly Guar.	Reg. Basic Hrly. Rate	Weekly Guar.	
		Per Hr.		Per Hr.	Per Wk.	Per Hr.	Per Wk.	
		1941	First Assistant Photographer	\$43.48	\$41.934	\$2,180.55	\$38.567	\$2,352.60
		1951	Second Assistant Photographer	40.11	38.779	2,016.50	36.032	2,197.94
		1961	Technician ^{5, 6}	51.87	49.184	2,557.59	44.483	2,713.47

Footnotes applicable to this Paragraph 31.(a)(1) begin on page 47.

(2) The following distant location minimum wage scale shall be effective for the period commencing with August 4, 2013 to and including August 2, 2014.

International Cinematographers Guild, Local #600		Distant Location Minimum Rates ¹						
		Schedule A Daily Emp.		Schedule B Weekly Emp.		Schedule C ² Weekly Emp.		
		Daily 9½ hrs. - 1½ after 8; Min. Call (except 7th day worked) - 9½ hrs.; 1½ after 8 hrs.; 7th day worked - 8 hrs.		Weekly Guarantee - 6 consecutive days; 48 hrs.; Min. Call - 8 hrs.; 1½ after 9 hrs.		Minimum Guarantee - 4 consecutive weeks; 54 cumulative hrs.; 6-day week; 1½ after 54; Min. Call - 8 hrs.		
		Per Day (Per Hour)		Per Week (Per Hour)		Per Week (Per Hour)		
Occ. Code	Classification	1901	Director of Photography	\$1,006.65 (\$98.21/hr.)	\$4,198.93 (\$87.478/hr.)	\$3,916.91 (\$72.535/hr.)		
		1911	Camera Operator	622.38 (60.72/hr.)	2,670.78 (55.641/hr.)	2,612.03 (48.371/hr.)		
		1921	Portrait Photographer	622.38 (60.72/hr.)	2,670.78 (55.641/hr.)	2,612.03 (48.371/hr.)		
		1931	Still Photographer ³	542.33 (52.91/hr.)	1,963.40 (49.085/hr.)	1,786.15 (44.654/hr.)		
For conditions applicable to employment under Schedules C and C-1, see footnote 2 below.		Schedule A-1 Daily Emp.		Schedule B-1 ⁴ Weekly Emp.		Schedule C-1 ^{2, 4} Weekly Emp.		
		1½ after 8 and/or 40; Min. Call (except 7 th day worked) - 1½ after 8 hrs.; 7 th day worked - 8 hrs.		Weekly Guarantee - 6 consecutive days; Min. Call - 8 hrs.; 48 hour week		Minimum Guarantee - 24 consecutive days; Min. Call - 8 hrs.; 54 hour week		
		Reg. Basic Hrly. Rate	Reg. Basic Hrly. Rate	Weekly Guar.	Reg. Basic Hrly. Rate	Weekly Guar.		
		Per Hr.	Per Hr.	Per Wk.	Per Hr.	Per Wk.		
		1941	First Assistant Photographer	\$44.35	\$42.772	\$2,224.16	\$39.339	\$2,399.65
		1951	Second Assistant Photographer	40.91	39.554	2,056.83	36.752	2,241.90
		1961	Technician ^{5, 6}	52.91	50.168	2,608.74	45.373	2,767.74

Footnotes applicable to this Paragraph 31.(a)(2) begin on page 47.

(3) The following distant location minimum wage scale shall be effective for the period commencing with August 3, 2014 to and including July 31, 2015.

International Cinematographers Guild, Local #600		Distant Location Minimum Rates ¹					
		Schedule A Daily Emp.		Schedule B Weekly Emp.		Schedule C ² Weekly Emp.	
		Daily 9½ hrs. - 1½ after 8; Min. Call (except 7th day worked) - 9½ hrs.; 1½ after 8 hrs.; 7th day worked - 8 hrs.		Weekly Guarantee - 6 consecutive days; 48 hrs.; Min. Call - 8 hrs.; 1½ after 9 hrs.		Minimum Guarantee - 4 consecutive weeks; 54 cumulative hrs.; 6-day week; 1½ after 54; Min. Call - 8 hrs.	
		Per Day (Per Hour)		Per Week (Per Hour)		Per Week (Per Hour)	
1901	Director of Photography	\$1,026.74 (\$100.17/hr.)		\$4,282.91 (\$89.227/hr.)		\$3,995.25 (\$73.986/hr.)	
1911	Camera Operator	634.78 (61.93/hr.)		2,724.20 (56.754/hr.)		2,664.27 (49.338/hr.)	
1921	Portrait Photographer	634.78 (61.93/hr.)		2,724.20 (56.754/hr.)		2,664.27 (49.338/hr.)	
1931	Still Photographer ³	553.19 (53.97/hr.)		2,002.67 (50.067/hr.)		1,821.87 (45.547/hr.)	
For conditions applicable to employment under Schedules C and C-1, see footnote 2 below.		Schedule A-1 Daily Emp.		Schedule B-1 ⁴ Weekly Emp.		Schedule C-1 ^{2,4} Weekly Emp.	
		1½ after 8 and/or 40; Min. Call (except 7 th day worked) - 9½ hrs.; 1½ after 8 hrs.; 7 th day worked - 8 hrs.		Weekly Guarantee - 6 consecutive days; Min. Call - 8 hrs.; 48 hour week		Minimum Guarantee - 24 consecutive days; Min. Call - 8 hrs.; 54 hour week	
		Reg. Basic Hrly. Rate		Reg. Basic Hrly. Rate	Weekly Guar.	Reg. Basic Hrly. Rate	Weekly Guar.
		Per Hr.		Per Hr.	Per Wk.	Per Hr.	Per Wk.
1941	First Assistant Photographer	\$45.24		\$43.628	\$2,268.64	\$40.125	\$2,447.64
1951	Second Assistant Photographer	41.73		40.346	2,097.97	37.488	2,286.74
1961	Technician ^{5,6}	53.97		51.171	2,660.91	46.280	2,823.09

Footnotes applicable to this Paragraph 31.(a)(3) begin on page 47.

- ¹ The distant location minimum rates for Weekly Schedule employment shall apply for full six-day workweeks of distant location employment only. See Paragraph 1(f), "Studio Minimum Wage Scale," for provisions applicable to combinations of studio and distant location employment in the same workweek.
- ² Employment under Schedules C and C-1 shall be utilized under the following conditions only:
- (1) Director of Photography under personal service contract.
 - (2) Camera Operator, Assistant Photographer employed in optical department, film effects company or in any laboratory where optical work is done.
- ³ The weekly guarantee for Still Photographers employed under a Weekly Schedule shall be forty (40) hours. The minimum call for Still Photographers employed under such Schedules shall be eight (8) hours per day.
- ⁴
- a) Weekly Employees - Employees under this schedule shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the six-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 six-day workweek. Pay for the seventh day worked in an employee's workweek shall be as provided in subparagraph (e) of this Paragraph 31, below.
 - b) The guaranteed pay of weekly employees who absent themselves without the employer's consent may be reduced one-sixth (1/6) of the weekly guarantee for each day of absence.
 - c) Employees (1) whose first week of employment comprises fewer than five (5) days and who are to be placed on a guaranteed salary Weekly Schedule at the beginning of the next workweek, or (2) whose weekly guarantee (or guarantees) is (are) discontinued by Producer and such employees' employment continues, shall be paid at the scheduled Regular Basic Hourly Rate of the appropriate Weekly Schedule salary guarantee (or guarantees) with time and one-half (1½) for work time in excess of the minimum

call of eight (8) hours for each day of such employment which precedes or follows the establishment of such weekly guarantee (or guarantees); provided, also, that for each unworked holiday which intervenes between the days of such employment, such employee shall receive one-sixth (1/6) of the guaranteed salary of the appropriate Weekly Schedule.

- ⁵ Applicable to First Assistant Photographer assigned to operate specialized equipment such as, but not limited to, "Panavision" and other anamorphic equipment or "3-D" equipment and similar situations, including the preparation of such specialized equipment where special skills, ability and experience are required.
- ⁶ The designated First Assistant Photographer will be paid at the Technician rate (Occupation Code #1961).

(b) 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) No Clause.

(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 computations for the seventh day worked in an employee's workweek are separate and apart from the six-day workweek. Daily employees (Schedule A) are paid at Schedule A hourly rates. Weekly Schedule employees are paid at their scheduled Regular Basic Hourly Rates.

	Provisions for 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. Minimum Call: 8 hours.

(f) Holidays on Distant Location

(1) Daily employees (Schedule A) are paid at Schedule A hourly rates. Weekly Schedule employees are paid at their scheduled Regular Basic Hourly Rates for premium hours. Minimum calls are as above provided in the Distant Location Minimum Wage Scale.

Provisions for Holidays Not Worked	
Daily Employees:	Minimum call as work time, computed as on days other than the seventh day in an employee’s workweek.
Weekly Employees:	Minimum call as work time, computed as on days other than the seventh day in an employee’s workweek.
Provisions for Holidays Worked	
Daily Employees:	Double time.
Weekly Employees:	Hours worked are included as work time. In addition, premium pay for an equal number of hours.

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

(g) No Clause.

(h) The regular pay day will be on Friday for an employee 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) All employees are guaranteed pay for the scheduled minimum call as work time for each day of the regular workweek on distant location, except as provided in subparagraph (b) below on the seventh day of an employee's workweek. The day of return commences at 12:01 a.m. The guarantee of pay, provided above, shall apply to employees arriving after 12:01 a.m. on the day of return from distant location.

There shall be no compounding of pay for the scheduled minimum call and any unused portion of such guaranteed pay shall be credited against an equal amount of travel time allowance occurring on the day of return from distant location.

(b) All employees are guaranteed a four (4) hour straight time pay allowance at the minimum wage rate (not work time) for the sixth or seventh day not worked in the employee's workweek, plus pension and health contributions for eight (8) hours. (See Paragraph 31(e).)

(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.

(d) On the day of departure from a distant location, when an employee is dismissed with orders to report at place of transportation at a later time, the commencement of travel does not constitute a guarantee of a new minimum call. However, the provisions of Paragraph 39, "Travel Time, Work-and-Travel Conditions and Pay Provisions" shall apply.

(e) When the day of return from a distant location is the sixth or seventh day worked in an employee's workweek and the employee is dismissed before 8:01 a.m., pay for a minimum call is not guaranteed for such day. If the employee is dismissed after 8:01 a.m. on such day, the appropriate guaranteed pay for the scheduled minimum call shall be applicable; provided, however, that any unused portion of the guaranteed pay for the scheduled minimum call shall be credited against an equal amount of travel time allowance occurring on such seventh day worked.

33. Fractional Payroll Weeks - Distant Location Employment

(a) Applicable to exempt classifications #1901, #1911, #1921 and #1931 only.

Guarantees for distant location days of employment:

(1) Four (4) or fewer distant location days only, with employment terminated on the day of return:

Schedule B - eight (8) hours daily; 1½ after nine (9) hours.

Schedule C - nine (9) hours daily; 1½ after nine (9) hours.

The provisions of this subparagraph (a)(1) shall be applicable only in the event the employee was employed for a full six-day distant location workweek in the immediately preceding workweek; otherwise, such four (4) or fewer distant location days in a fractional payroll week shall be computed and paid as studio days in a fractional payroll week, as provided in Paragraph 4.

(2) Any combination of four (4) or fewer consecutive “studio days” and “distant location days” only, in a fractional payroll week, shall be computed on the basis of “studio days” for all such days (under Paragraph 4); provided, however, the sixth day worked in an employee’s workweek on distant location in such a combination shall be computed the same as for any day other than the seventh day worked in an employee’s workweek on distant location.

(3) Any combination of five (5) consecutive days of “studio” and “distant location” employment in the same fractional payroll week shall be computed on the basis of a full studio five-day workweek, as provided in Paragraph 1. Provided, however, the sixth day worked in an employee’s workweek on distant location in such a combination shall be a straight time day, as such.

(b) 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.

34. - 35. No Clauses.

VI. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS

36. Distant Locations Defined

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

37. Traveling Expenses and Accommodations

(a) Traveling Expenses

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

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

(b) Accommodations

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

38. Preference of Employment in the Thirteen Western States

When Producer takes a company on location in the thirteen western States (Washington, Oregon, Montana, Idaho, Wyoming, California, Nevada, Utah, Colorado, Arizona, New Mexico, Hawaii and Alaska) and the Western Canadian Provinces (Alberta, Manitoba, Saskatchewan and British Columbia) for a motion picture produced hereunder in Los Angeles County, any employee employed to work on such location in any classification covered hereunder will be employed from the multi-employer bargaining unit Industry Experience Roster for Photographers.

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

(Note: The reference to “Golden Hours” in this paragraph shall be deemed to include “excessive hours.”)

(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.

(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)

Employees shall be allowed a rest period between the time of dismissal and call-back to work in accordance with the following schedule:

CLASSIFICATION	*REST PERIOD REQUIRED
Director of Photography Camera Operator	Ten (10) hours
Portrait Photographer Still Photographer Technician Assistant Photographer	Nine (9) hours

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

*When minimum rest periods are not observed, the provisions in Paragraph 11(d) shall apply. 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

The sixth day worked in an employee’s workweek on distant location is a straight time day.

44. Golden Hours on Distant Location

The provisions on Golden Hours, Paragraph 11 (except as modified in Paragraph 39), shall apply on distant location.

45. Meal Periods on Distant Location

(a) Meal periods (not counted as time worked) shall be not less than one-half (½) hour nor more than one (1) hour. The first meal period after reporting for work shall be called not later than six (6) hours after reporting for work, and subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period, except the interval prior to the last meal period of the day may be extended to

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

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

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 (½) 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) 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 should not be a condition of employment.

46. Night Premiums on Distant Location

There are no night premiums on distant location.

47. No Clause.

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. - 50. No Clauses.

VII. GENERAL CLAUSES

51. Specialized Work Assignment Allowances

Allowances for specialized work assignments shall be subject to individual negotiation between the employee performing such work and the Producer. Such negotiations shall take place as far in advance of the performance of the specialized work assignment as possible. The employee may request the assistance of the Business Representative of the Union in such negotiations.

Notwithstanding the foregoing, when the performance of the specialized work assignment was not foreseeable, such negotiations may take place, at the request of the employee, subsequent to the performance of the specialized work assignment, but prior to the close of the shift on which such specialized work assignment was performed. In addition, when the specialized work assignment substantially deviates from the original plan, the employee, prior to the close of the shift on which such specialized work assignment was performed, may seek an adjustment of the amount previously negotiated.

Failure to reach an agreement upon an allowance amount with a duly authorized representative of the Producer shall not jeopardize work in progress, but shall entitle the employee to present the matter to the Producers – International Cinematographers Cooperative Committee (as described in Paragraph 83).

The provisions of Paragraph 62 shall govern the safety aspects of any specialized work assignment.

If an employee is required to sign a waiver due to specialized work assignment 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 the Producer. If an employee signs any of the above waivers with respect to a specialized work assignment, the provisions of this Paragraph shall automatically be triggered.

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

52. Specialized Work Assignments

(a) Employees shall receive a specialized work assignment allowance of sixty dollars (\$60.00) minimum in the following circumstances:

(1) when an employee is working in connection with photography of scenes of a motion picture which requires (i) diving using a diving mask, air helmet, diving suit or self-contained underwater breathing apparatus (SCUBA), including skin diving in water fifteen (15) feet or more in depth, or (ii) descending in a submersible vehicle;

(2) when an employee is required to photograph scenes of a motion picture while flying in an aircraft as part of shooting; or

(3) when an employee performs other specialized work assignments for which allowances have historically and customarily been paid.

(b) The Local Union and the employee will cooperate with Producer to avoid payments for unreasonable and excessive claims.

(c) Producer shall provide each employee with two hundred fifty thousand dollars (\$250,000) of accidental death and dismemberment insurance for each day on which the employee performs a specialized work assignment.

(d) If a dispute occurs involving any of the foregoing paragraphs, such dispute shall be resolved in accordance with the procedure set forth in Paragraph 51.

53. Abnormally Cold or Wet Work

Producer will provide suitable wearing apparel for abnormally cold or wet work and shall notify employees of the availability of such apparel.

54. Overscale Employees

(Applicable to Occ. Code Nos. 1901, 1911, 1921 and 1931 only)

Rates of pay of overscale employees shall not be reduced by reason of this wage agreement; however, unless otherwise agreed upon, the amount of excess shall be applicable to overtime, holiday premium pay, allowances for the seventh day in an employee's workweek and travel allowances, allowances for specialized work assignments and

temperature bonus, but not against work time on the seventh day worked in an employee's workweek, the sixth day worked in an employee's studio workweek, Golden Hours and meal delay allowances.

Notwithstanding the foregoing, amounts in excess of scale may not be offset against specialized work assignment allowances paid to Camera Operators. All computations are to be on minimum rates unless otherwise agreed.

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. No Clause.

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 or ranch, provided such is the custom and practice. Such Representative shall be permitted to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the Union during working hours.

59.1 Parking Problems

The Producers agree to meet with representatives of the Local Union on a studio-by-studio basis to negotiate in good faith regarding parking problems. In addition, the AMPTP agrees to cooperate with the Local in attempting to resolve these issues.

60. Stewards

The Business Representative of the Union may appoint one Steward per shift per department at each studio, lot and/or location to inspect all working conditions affecting the terms of this Agreement. It

shall be the responsibility of the Shop Steward to settle minor grievances with the head of the department in which the grievance arises and, in the event such grievance cannot be adjusted, to notify the Business Representative. Any person so appointed shall have the complete cooperation of management in the performance of these duties, but such duties shall not unduly interfere with his work and he shall not leave his station without notifying his immediate supervisor.

61. No Clause.

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.

(h) The Joint Labor Management Safety Committee shall take appropriate action with respect to Local #600's proposals relative to providing proper ventilation where chemicals are used and displaying the contents of chemicals used on sets.

62.1 Safety Committee

(a) The Industry Safety Committee shall be charged with the responsibility of monitoring state and federal legislation that may affect underwater work.

(b) Separate safety committees shall be formed for “On Production” and “Off Production” personnel, with the participation of the West Coast Studio Local Unions.

62.2 Camera Placement for Stunts

When the performance of a stunt may jeopardize the safety of the camera crew, the Director of Photography shall be consulted by the Producer’s representative (*e.g.*, the Director) with regard to camera placement.

62.3 Safety Issues Surrounding Use of New Technology

Prior to implementing new technologies, and prior to seeking relief from any governmental agency, the Producers and the Local Union agree that safety issues surrounding the use of such technology shall be referred to a labor-management committee for discussion. Such committee shall consist of an equal number of representatives of the Local Union and the Producers.

63. Furnishing of Equipment

When Photographers furnish equipment, the Producer will pay the Photographers such rental prices as are agreed upon between the Producer and the Photographers and such agreed-upon prices shall be paid separate and apart from wages.

64. - 65. No Clauses.

66. Non-discrimination

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

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

67. Foremen and Supervisory Employees

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

68. Seniority

(a) Maintenance of Industry Experience Roster

Under prior collective bargaining agreements, signatory Producers have established a multi-employer bargaining unit 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, 2012 and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth below, including the actual performance of 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.

(1) The Industry Experience Roster shall consist of a single group, identified as Industry Group 1. Industry Group 1 of said multi-employer bargaining unit Industry Experience Roster shall be composed of the names of employees who, as of August 1, 2012, had been on the Industry Experience Roster in Industry Group 1 and persons who, after August 1, 2012, are added to Industry Group 1 as provided below.

(2) Additional persons may be added to Industry Group 1 as follows:

(i) A person who performs services as a Film Loader under this Agreement for a total thereafter of at least thirty (30) actual workdays collectively with one (1) or more Producers engaged in the production of motion pictures in the motion picture production industry in Los Angeles County or who has been hired hereunder in said county and performed such services outside said county for thirty (30) or more actual workdays collectively with one (1) or more Producers shall be placed in Industry Group 1 of said multi-employer bargaining unit Industry Experience Roster; provided, such thirty (30) actual workdays are performed within a period of three hundred sixty-five (365) consecutive calendar days immediately preceding the date such employee makes written application to be placed on the Industry Experience Roster.

(ii) (A) Any person who has one hundred (100) days of work experience as either a Director of Photography, Camera Operator, Still Photographer, First or Second Assistant, within the three (3) years immediately preceding the date such person applied for placement on the Industry Experience Roster in the appropriate classification, shall be entitled to placement on the Industry Experience Roster in the appropriate classification. The work experience required for placement on the Industry Experience Roster may be satisfied by employment with companies signatory to the IATSE Basic Agreement and/or with non-signatory companies. Prior to May 1, 1996, all such work experience must be performed either: (1) in the states of Washington, Oregon, Montana, Idaho, Wyoming, California, Nevada, Utah, Colorado, Arizona, New Mexico, Hawaii and Alaska; or (2) if the person performing such work was hired in the County of Los Angeles and transported to a location, within the limits of the United States, its territories and Canada. On and after May 1, 1996, all such work experience must be performed either: (1) in the United States, its territories or possessions; or (2) if the person performing such work was hired in the County of Los Angeles and transported to a location, within the limits of the United States, its territories and Canada. All such work experience must be performed in connection with motion pictures of the type covered under this Agreement, the Videotape Supplement, the Digital Supplement, work in the commercial field covered by the Commercial Supplement, or on *bona fide* music videos or documentaries.

In addition, any person who performs services as either a Director of Photography, Camera Operator, Still Photographer, First or Second Assistant under this Agreement for a total

thereafter of thirty (30) actual workdays collectively with one or more Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County or who has been hired hereunder in said county and performed such services outside said county for thirty (30) or more actual workdays collectively with one or more Producers or who has worked under the Amendment Agreement a total of thirty (30) actual workdays collectively with one or more Producers shall be entitled to placement on the Industry Experience Roster in the appropriate classification, provided that such thirty (30) actual workdays are performed within a period of three hundred sixty-five (365) calendar days immediately preceding the date such employee makes application to be placed on the Industry Experience Roster.

(B) The parties shall work out reasonable work experience verification procedures for CSATF to apply in administering this provision.

(C) In the event CSATF advises the Union of its intention to place a large number of persons on the Industry Experience Roster pursuant to subparagraph (2)(ii)(A) above within a short period of time, the Local Union shall have thirty (30) days within which to protest such placements.

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.

(iii) 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 within each of the following applicable related job classifications groupings, respectively, as hereinafter provided:

- (1) Director of Photography and Camera Operator;
- (2) Portrait Photographer and Still Photographer;

- (3) First and Second Assistant Photographers;
- (4) Technician; and
- (5) Film Loader.

Such preference of employment in hiring and rehiring shall be given by Producer within each such respective related job classifications grouping to the available qualified persons who are from such related job classifications, in the following order: First, preference of employment shall be given to such available qualified persons who are in Industry Group 1; in the event there are insufficient available qualified persons in Industry Group 1 to meet the employment requirements of Producer in such respective related job classifications, then Producer may secure employees from any source.

In the event of layoffs in such job classifications, the Producer shall lay off employees who are from such related job classifications in the inverse order of seniority; *i.e.*, all employees not listed on the Industry Experience Roster shall be laid off first; then, employees 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 in any respective related job classifications grouping shall have preference of employment in such respective related job classifications grouping, as above provided, equal to all other qualified persons listed on the Industry Experience Roster in such related job classifications grouping 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 (1) 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, by registered or certified mail, may: (i) 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 (ii) 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 Group status, the arbitrator may require Producer to forthwith employ a person in Industry Experience Group 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 three (3) year period. In such event, CSATF will notify, in writing, the Local

Union and the involved person at his last known address of the intended removal and specify the date of such removal. Such notice shall be given not less than fifteen (15) business days prior to removal of such person from the Industry Experience Roster.

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

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

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

(1) Such person was employed in a labor relations position by the Alliance of Motion Picture & Television Producers; the Association of Motion Picture & Television Producers, Inc.; Contract Services Administration Trust Fund; the Motion Picture Industry Pension and Health Plans; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada; any of the IATSE West Coast Studio Local Unions; or any other labor organization recognized by the member companies of the Alliance of Motion Picture & 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 2012 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: (i) to Steps Two and Three of the grievance procedure; or (ii) directly to expedited arbitration. The selection by either party of expedited arbitration shall prevail. Three (3) discharges for just cause shall subject the employee to automatic removal from the Industry Experience Roster.

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

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

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

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

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

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

(viii) Death.

(3) The Local Union and the Producers shall explore means of removing from the Industry Experience Roster those persons who have not worked in the industry within the prior two-year period.

(4) A person on the Producer's Industry Experience Roster who is called for work and 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.

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.

(5) The Local Union may advise CSATF of the name of any person who has not complied with the obligations of Article 3 of the 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 (5), the provisions of Paragraph 68(g) shall apply.

Any problems caused by or relating to the administration of this subparagraph (5) shall be referred to IATSE President Matthew D. Loeb, or his designee, and to AMPTP President Carol A. Lombardini, or her designee, for resolution.

(6) A person on the Industry Experience Roster who fails to successfully complete legally required industry safety training courses, by a date to be agreed upon between the IATSE and the AMPTP, shall be temporarily removed from the Roster. During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person. Such person shall be reinstated to his/her former position on the Roster upon successful completion of such industry safety training 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.

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

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

notice to CSATF, in the case of a placement, or within twenty (20) business days by a written notice to CSATF, in the case of a removal. In a case involving the removal of a person from the Roster, the person to be removed shall also have the right to challenge the removal. In the event of a protest, CSATF shall notify the Producer(s) involved, the Local Union and the person. The person will not be placed on or removed from the Roster until the matter has been determined. Upon such protest, a hearing shall be scheduled before the impartial arbitrator. If no protest is filed within the ten (10) or twenty (20) business days, as the case may be, the respective parties waive the right to protest.

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

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

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

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

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

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

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

69. No Clause.

70. Reporting of Accidents

The Producer shall notify the Local Union of all accident cases resulting in hospitalization or lost work time of one (1) day or more as soon as possible, but not later than forty-eight (48) hours thereafter. The Producer shall notify the Local Union of the death of an employee

covered hereunder as soon as practicable, but not more than twenty-four (24) hours thereafter.

71. Employees in the Armed Services

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

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

72. Vacations

Vacations with pay will be allowed as follows:

(a) Daily Schedule Employees

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

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

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

Employees with 50% Additional Vacation Pay (See (e) below)		
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) Cumulative Weekly or “On Call” Weekly Employees
(including combinations of Weekly and Daily Schedule employment):

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

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

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

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

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

(1) Schedule A Employees:

$\frac{5}{40} \times$ Total hours worked at straight time (including hours worked on weekday night premiums) to a maximum of forty (40) hours.

(2) Schedules B, C, B-1 and C-1 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) Schedule A Employees: One (1) day is equal to eight (8) hours average pay at straight time.

(2) Schedules B, C, B-1 and C-1 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 work schedule.

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

(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

* 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.

time” days for Producer;* the term “straight time” days shall be deemed to include the five (5) or six (6) days of employment, as the case may be, specified under the respective five (5) or six (6) day cumulative Weekly Schedules.

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

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

* 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.

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 such 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” 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.

* 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.

** 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.

(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.

(3) Days that would otherwise constitute the sixth or seventh day 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 a 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 selling company 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 selling company.

(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, 2012; 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.

(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 or dismissal 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 or dismissal 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 should 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 is 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 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

* 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.

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 or dismissal 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 former 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 multi-employer bargaining unit 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 from his job classification for the 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 leaves of absence will be in writing. No such leave of absence will be extended beyond six (6) months, except for compelling reasons. The Producers shall not use the provisions of this Paragraph to avoid their obligations under Paragraph 68.

80. Bulletin Boards

The Union shall be accorded the privilege of posting official bulletins and notices on a glass-enclosed bulletin board which can be locked. It shall be at least 3 x 2 feet in size and be located in the Camera Department. The material posted shall be subject to review by Producer.

81. Loan-outs

The Producer may utilize the services of an employee on a loan-out basis for work covered by the Basic Agreement, its Supplements and the West Coast Studio Local Agreements (hereinafter "the applicable Agreements") under the following conditions:

(a) All seniority rights and terms of the Industry Experience Roster of the Basic Agreement and Paragraph 68 of the Local Agreements shall be fully applicable to the use of the services of the employee on loan-out.

(b) With respect to compensation and conditions under the Applicable Agreements, the Producer shall provide at least the minimum compensation and conditions under the Applicable Agreements to the loan-out company, but shall not be responsible for payment by the loan-out company to its employee.

(c) Any claims or disputes between the employee on loan-out and the Producer regarding salaries or terms and conditions of employment that would be covered by the grievance and arbitration provisions of the Applicable Agreements if the employee had been hired directly by the Producer shall be subject to such grievance and arbitration provisions with the right of the IATSE and the Local Unions to file grievances on behalf of employee on loan-out.

(d) With respect to pension and health and contract services administration, during such time as an employee is engaged by a borrowing Producer through the employee's loan-out company, the borrowing Producer shall make pension and health and CSATF contributions directly to the Motion Picture Industry Health Plan and the Motion Picture Industry Pension Plan on behalf of the employee so employed based upon hours worked or guaranteed, whichever is greater.

Contributions may not be made by loan-out companies. In no event shall the Producer be obligated to make larger contributions than it would have been obligated to make had it employed the borrowed employee directly.

(e) A Producer who borrows an employee from a loan-out company under this section, whose employment if directly by the Producer would have been covered by the Applicable Agreements, shall, within ten (10) days after the execution of the agreement covering the loan-out transaction, give the IATSE a written notice of the transaction including the names of the loan-out company and the employee loaned out to the Producer. An inadvertent failure by the Producer to give such notice shall not be deemed to be a breach of the Applicable Agreements.

“Loan-out company,” for purposes of this Article, is defined as a company controlled by the loaned-out employee, who is the only employee of the loan-out company who performs work covered by the Applicable Agreements.

82. Subcontracting

Producer retains the right to purchase or rent stock film of any kind or nature. Producer will not have stock film “shot” to Producer’s specification in the thirteen Western States, except under the conditions noted below:

The Producer shall not utilize the services of any individual, firm, partnership or corporation to perform work in Los Angeles County, California which would otherwise be performed by available qualified personnel subject to this Agreement unless such work is performed at wage rates and conditions no less favorable than those provided hereunder; except that no such limitation on the Producer’s right to subcontract or sublet shall apply in the case in which specialized knowledge or techniques are required, or when the required facilities or equipment are not normally maintained by Producer in an operable condition.

Should it become necessary to subcontract to other than those subcontractors who comply with the wage rates and conditions as specified herein, the Producer agrees to give the Union notice of its intention to so subcontract. Should the Union oppose such subcontract, the parties agree that the question of whether there are other subcontractors who could be used that comply shall immediately be placed in Step One of the grievance procedure as provided in Article 7. If the question is not there resolved, it shall then be placed in Step Three of such grievance procedure within five (5) days (excluding Saturdays,

Sundays and holidays) from the time the Producer notifies the Union of its intent to so subcontract. Pending the determination of the same under such grievance procedure, as above provided, the Union agrees there will be no strike, work stoppage or interference of any nature with the Producer's operations or the subcontractor's operations by reason of such dispute.

In addition to the above exceptions, the Union will consider granting waivers in other cases where the conditions justify it.

83. Producers - International Cinematographers Cooperative Committee

A Cooperative Committee is established hereunder to be known as the "Producers – International Cinematographers Cooperative Committee." The Committee, by unit vote, shall establish appropriate rules and procedures for its deliberation. The purpose and intent of the Committee shall be to adjudicate matters brought before the Committee pursuant to Paragraph 51. The Committee shall be composed of eight (8) members, consisting of four (4) Union representatives and four (4) representatives to be appointed by the AMPTP.

84. Screen Credit

Whenever and as long as the practice prevails of giving screen credit to any individual, screen credit shall also be given in a prominent place on the film to the Director of Photography of the picture and the Director of Photography shall be so designated. After the Director of Photography's name, the letters "A.S.C." shall appear if so requested.

(a) The term "prominent place" on motion pictures made for theatrical exhibition and theatrical-type motion pictures made for television exhibition such as a "movie of the week," excluding television series, means a separate card immediately adjacent to the group of credits of the Director, Writer and/or Producer in whatever order such credits appear in such grouping.

(b) Screen credit may be accorded to such other members of the camera crew as may be mutually agreed to by the Producer and employee. After the Camera Operator's name, the letters "S.O.C." shall appear if so requested.

(c) If more than one Director of Photography is employed on a single motion picture, the Executive Board of the Union shall determine which Director of Photography shall be entitled to receive screen credit in the event that each works an equal number of days.

If, during the term of this Agreement, Producer enters into any collective bargaining agreement which contains a provision granting screen credit to any classification which, as of the date of this Agreement, is not entitled thereto, the Union shall have the right to reopen this Agreement for the purpose only of negotiating for screen credit to be granted for the Camera Operator.

(d) A subcommittee shall be established to discuss according the screen credit when more than one (1) Director of Photography is employed on a single motion picture.

84.1 Photo Credit for Still Photographers

Photo credit may be given to Still Photographers on advertising and publicity stills involving their work when same is used for advertising and publicity released by Producer, but such credit is not mandatory and shall not be subject to Article 7.

85. Work Training Programs

(a) The bargaining parties have previously agreed that work training programs may be established and administered under the auspices of CSATF and may be jointly administered under regulations to be established by the AMPTP and the Union, including the following:

(1) The initial training program shall be for a period of one (1) year and may be continued thereafter by agreement of the parties.

(2) The objective of the proposed training program is to recruit and train a sufficient number of qualified personnel to be available to the motion picture industry, who will be properly indoctrinated in the procedures of practical application of camera work.

(3) CSATF shall administer the formal training program through a Joint Training Committee consisting of at least eight (8) members, with employers and the Union equally represented.

Such training program shall be established and administered in accordance with applicable laws and regulations. The trainees shall be selected and trained in accordance with the formal training program to be formulated by the Joint Training Committee.

(4) All applicants shall be given an opportunity to apply on their merits and abilities, background and interests and shall be selected on a non-discriminatory basis, taking into consideration the applicant's prior interest and experience in photography.

(5) Each trainee shall satisfactorily complete a minimum of two hundred (200) work days of training to be graduated from the program. Upon certification by the Joint Committee of such graduation, the trainee shall be placed in the Second Assistant Photographer Industry Roster Group 1.

(6) Producers and the Union agree that no more than ten (10) trainees shall be trained under the program, subject to review and adjustment by mutual consent of these parties involved.

(7) During the training period, the trainee shall have no seniority under the collective bargaining agreement and the training program shall not be subject to any of the provisions of the Local Agreement, except as herein specifically set forth.

(8) Each trainee's progress and training shall be reviewed on a monthly basis by CSATF with a written progress report submitted to the AMPTP, CSATF and the Union.

(9) The trainees may be assigned, in addition to the normal complement of a First and Second Assistant Photographer on a production unit, and may assist such First and Second Assistants in the functions of their covered work, provided the trainee does not replace a member of the crew who would normally be required by the company.

(10) (i) Each trainee shall be paid a minimum of one hundred fifty dollars (\$150.00) per week (\$3.75 per hour) and will be employed on a weekly basis only. There may be a partial week at the end of any work period, in which case each day worked shall be paid for at the rate of one-fifth (1/5) of the applicable weekly guarantee rate, plus contributions to the Health, Pension and Retiree Health Plans.

Trainees shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the 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.

(ii) 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.

(iii) The full payroll week shall be the established payroll week of the employer, from midnight Saturday to midnight Saturday.

(11) 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 the Directors Guild of America or Screen Actors Guild to add same as an additional holiday. If any of the above holidays falls on Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday. For holidays not worked in the period of the weekly guarantee, the trainee shall receive a work time credit (but not training credit) equal to the specified minimum call.

(12) Travel time shall be paid for in accordance with the standard craft travel time provisions contained in the Local Agreement.

(13) Trainees shall be rotated whenever possible for proper cross-section of industry experience prior to completion of the program.

(14) Each trainee shall be required to attend seminars and lectures which shall be mandatory and shall not be compensated for same.

(15) Each trainee shall work primarily as a second Second Assistant Photographer and shall be limited to working under the supervision of First and Second Assistant camera personnel in each company.

Each trainee must work a minimum of two hundred (200) days to complete the training period during a three hundred sixty-five (365) day period (or as such period may be extended by the Joint Training Committee).

(16) The Producers and the Union shall attempt to provide an appropriate number of workdays within the industry in different areas; for example, one hundred fifty (150) days in production, twenty-five (25) days in cartoon and twenty-five (25) days in an optical facility.

(17) Before graduating, each trainee will be responsible for being familiar with the appropriate equipment as listed in a Synopsis of the Training Program, as certified by the Joint Training Committee.

The Union further agrees to accept into membership each trainee who has successfully completed the training program.

(b) During the 2006 negotiations, the bargaining parties agreed that the Employers and Local #600 shall establish a work training

program, the objective of which is to recruit and train a sufficient number of individuals as qualified camera personnel to be available to Employers who wish to participate in the program. The structure, requirements and details of the program shall be determined by agreement between the Employers and Local #600 and shall be subject to approval by the IATSE and the AMPTP. However, it is understood and agreed that individuals who successfully complete said training program shall be placed on the Industry Experience Roster and shall be entitled to the same preference in hiring, rehiring and layoff as any other person listed in the same classification on the Industry Experience Roster.

(c) (1) A subcommittee shall be established to discuss work training programs under this Paragraph 85.

(2) The parties agree to continue the existing trainee/loader program.

(d) The parties agree to establish a program to retrain persons who have been displaced from their jobs in the animation camera and optical camera fields as second assistant camerapersons or camera utility persons.

(1) The initial training program shall be for a period of one (1) year and may be continued thereafter by agreement of the parties.

(2) CSATF shall administer the program through a Joint Training Committee consisting of at least eight (8) members with employers and the Union equally represented. The Committee shall establish the curriculum for the program.

(3) Fifteen (15) persons shall be retrained under this program.

(4) Each trainee shall be paid two hundred fifty dollars (\$250.00) per week. In addition, contributions shall be made on each Trainee's behalf to the Health and Pension Plans.

86. Portrait Gallery

Those regularly employed in the portrait gallery as portrait photographers or others temporarily designated by the Producer to do portrait work as is customarily done in the portrait gallery shall be paid at a rate not less than the Portrait Photographer rate.

87. No Clause.

88. Retroactive Terms and Effective Dates

All of the terms and conditions of this Agreement shall be effective commencing with August 1, 2012, except as otherwise specifically provided.

89. - 94. No Clauses.

VIII. DEFINITIONS, DUTIES AND DIVISION OF WORK

95. Director of Photography

(a) The term “Director of Photography,” as used herein, is hereby defined to mean a photographer who has heretofore been known and described in the motion picture industry as a Director of Photography and who is in active charge of photographing a motion picture, including supervision of the technical crew, process photography, underwater photography, aerial photography, process plates, inserts and special effects photography. Nothing contained in this definition shall be deemed to mean that the Director of Photography shall perform any of the duties ordinarily or customarily performed by the Director of a motion picture. Nothing contained in this definition shall be deemed to mean that the Director shall perform the duties ordinarily and customarily performed by the Director of Photography. Nothing herein shall be construed either to enlarge or diminish the duties of the Director or the Director of Photography as such duties are presently and were heretofore customarily performed in the motion picture and television industry.

A Director of Photography shall have the right to use an instant camera in production for lighting purposes.

(b) All Directors of Photography shall be prompt in appearing for work as required, shall be responsible for doing their work at all times to the utmost of their ability, artistry and efficiency, strive to uphold at all times the best traditions of the photographic profession and of the Local, bearing in mind always that upon their efforts rests the ultimate responsibility of reproducing in artistic and visible form the results of the great expenditures undertaken by the Producer. They shall also at all times strive to perform their work as efficiently, rapidly and excellently as is possible, seeking at all times to heighten their efficiency and that of the production unit with which they work. Nothing herein contained shall be so construed as to excuse employees in other classifications from conforming to the standards of work herein prescribed.

(c) Directors of Photography shall, whenever required by the Producer, hold themselves ready to help and advise the Producer, attend story conferences, give their advice and suggestions in connection with the design and selection of sets, costumes and locations and generally render assistance in simplifying production, heightening production values and effecting economies.

96. Photographic Staff

(a) (1) The minimum photographic staff on the main shooting unit of a theatrical motion picture (excluding videotape) shall be comprised of a Director of Photography, Camera Operator, Still Photographer and at least one Assistant Photographer. However, a photographic staff shall not be below a reasonable number in accordance with the general and usual practice of the studios or Producer.

(2) Notwithstanding the foregoing:

(A) When two or more cameras are used on a television or theatrical motion picture and the Director of Photography makes a request to operate one of the cameras, he may do so, provided that:

(i) the Producer notifies the Local Union and the International Union of the request; and

(ii) a Camera Operator is engaged to operate the other camera, and is employed on the same day as the Director of Photography is operating.

(B) When a single camera is used on a theatrical motion picture and the Director of Photography makes a request to operate the camera, he may do so provided that the Producer notifies the Local Union and the International Union of the request during pre-production.

(C) In either situation described in subparagraph (A) or (B) above, if the Director of Photography is not a permanent resident of the United States and has not previously been employed under the Local #600 Agreement (or its predecessor Agreements) and makes such a request, he may also operate the camera only if the Producer first notifies both the Local Union and the International of the request during pre-production and receives approval of the request from the International Union. The International Union agrees that it will not unreasonably deny any request for a non-U.S. resident Director of Photography to operate the camera.

(b) When a First Unit is divided into two units on a distant location, when not previously scheduled or planned or not based on script requirements, or in an emergency, then on the first unit (main unit), the Director of Photography may become an Operative Photographer assisted by a First Assistant Photographer and, on the second unit, provided no principals are involved, the Camera Operator may become an Operative First assisted by a First Assistant Photographer. In such instances, if a Still Photographer is assigned, he may assist the First Assistant Photographer.

On a nearby or distant location, when not previously scheduled or planned or not based on script requirements, or in an emergency, the Director of Photography may also act as an Operative Photographer on an extra camera. When only a single camera is used and the camera operator is unable to operate same due to an emergency, the Director of Photography may also act as the Camera Operator. The Producer agrees to notify the Local Union within twenty-four (24) hours of each such occurrence.

In addition to the above, the parties agree to reaffirm the flexible staffing practice with respect to additional cameras or locked-off cameras as expressed in Paragraph 21 of the 1985 Memorandum of Agreement.

96.1 Camera Operator

In the operation of cameras, this work shall be handled by a Camera Operator (except when done by a Director of Photography pursuant to Paragraph 96 and except process plate photography). Shooting composite process photography shall be the work of a Director of Photography.

97. Still Photographers

(a) Operation of all still cameras used for the purpose of performing work covered by this Agreement shall be performed exclusively by Still Photographers covered by this Agreement, except as elsewhere provided.

(b) However, for the purpose of securing pre-production location identification still pictures which are made solely for the purpose of choosing location sites, an Art Director or a person designated by Producer from the location department or, if none, then from the production department, or a Unit Manager if there is no production department, may make such pictures and such person shall not be subject to the terms of this Agreement.

Pre-production still pictures made away from Producer's premises for identification purposes only, for set design or decoration, but not for publicity purposes, may be made by a person designated by Producer and such person shall not be subject to the terms of this Agreement.

(c) Producer shall not employ persons to perform still photography services covered by this Agreement unless such person is employed pursuant to Paragraph 68 of this Agreement.

(d) If, with the consent of the Producer, a Still Photographer not subject to this Agreement takes still photographs which would otherwise be taken by persons subject to this Agreement, Producer shall provide that a collaborating Still Photographer subject to Paragraph 68 is employed at the portrait rate, subject to the following:

(1) The Still Photographer subject to this Agreement will:

(i) Perform similar duties to the Photographer not subject to this Agreement;

(ii) Submit for consideration still picture photographs;
and

(iii) Work the same number of hours each day as the Photographer not subject to this Agreement.

(2) No more than two (2) Photographers not subject to this Agreement shall be utilized at one time.

(3) A Photographer not subject to this Agreement may not be utilized for more than one-half (½) of the shooting schedule, on a cumulative basis.

In addition to the foregoing provision, upon appropriate notification (which may include written verification of the assignment if requested by the Local Union), the Local Union shall grant an unconditional waiver in the following limited circumstances:

(i) When such Still Photographer is on a specific *bona fide* assignment for a local newspaper, nationally-recognized magazine, or a national news service as distinguished from a photographic service.

(ii) When a Still Photographer subject to this Agreement is employed by Producer on television productions on a

weekly basis and provided that no more than one (1) still photographer not subject to this Agreement is present at any given time.

(e) The Local Union may, in circumstances other than those provided above, grant waivers upon request of the Producer.

(f) Services performed by a Still Photographer not subject to this Agreement under (d) and (e) above shall not be recognized as experience in the motion picture industry for any purpose under the terms of this Agreement.

(g) A Producer shall not contract with a corporation for the purpose of circumventing the foregoing provisions of this Paragraph 97.

(h) The parties hereby confirm that still photographers are not required on units filming retakes. However, each party reserves its respective position with respect to whether still photographers are required on units filming added scenes.

98. First Assistant Photographer

The First Assistant Photographer shall maintain the camera for operating purposes at all times and all the necessary accessories. He shall, in actual shooting, regulate all focus changes, record meter readings, execute use of filters, gauzes, mattes and diffusion discs, handle various types of lenses and equipment and any further necessary or incidental work that may be required.

99. Second Assistant Photographer

The Second Assistant Photographer shall assist the First Assistant Photographer in the use of all motion picture photographic equipment, make hand tests, place marks, run the tape, make out photographic logs and reports, handle the slates or clap sticks and reload all magazines.

100. Photographer and Assistant

A photographer and assistant shall not be required to handle or aid in the operation of more than one (1) camera at a time on any production and in no event shall there be additional cameras in simultaneous operation unless adequately staffed by operators and assistants.

If more than three (3) cameras are set up at a given time, an additional Assistant Photographer shall be employed. When a fourth camera is set up, an additional Assistant will be assigned and, with the set-up of the seventh camera, an additional Assistant will be assigned.

This does not change the requirement of a First Assistant being required for each camera in simultaneous operation.

101. Film Loaders

The duties of Film Loaders shall be to keep reports of film as checked out of the loading room, to handle and load in the loading room all film magazines and to aid in storing all camera equipment in the camera department or in the loading room. The position described herein is limited to work within a loading room in a studio and is not utilized on either a nearby or distant location.

IX. MISCELLANEOUS PROVISIONS

102. Screening Time

Time consumed in screening shall not be computed as work time, except on the sixth or seventh day worked in the employee's workweek and holidays, and then only when the Director of Photography is ordered to render services in connection with screening by an authorized representative of the Producer, in which event payment for such services shall be computed as work time on the sixth or seventh day worked in the employee's workweek or holiday on which such services are rendered.

103. Timing Answer Prints Without Compensation

The Director of Photography may offer to provide services without compensation as a consultant to the Timer when timing answer prints after the negative is cut or in connection with a video transfer. This shall not be subject to Article 7.

104. Hold Harmless

The Producer holds the employee (including persons employed through loan-out companies) harmless from liability occurring in the performance of his or her duties, within the scope of his or her employment, during the production of a motion picture, resulting in any injury to or loss or damage suffered by any persons; provided, however, and subject to the conditions that:

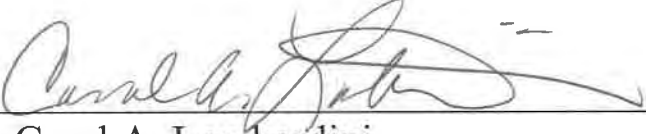
(a) This shall not apply in any instance in which such injury, loss or damage is the result of or caused by, in whole or in part, the gross negligence or willful misconduct of such employee.

(b) The employee shall cooperate fully in the defense of the claim or action, including the attending of hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses.


(c) Upon request of the Local Union, the Producer will verify that a liability insurance policy covering the foregoing is in effect.

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: October 9, 2014
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: 9/26/14
Matthew D. Loeb
International President

**INTERNATIONAL CINEMATOGRAPHERS GUILD,
LOCAL #600**

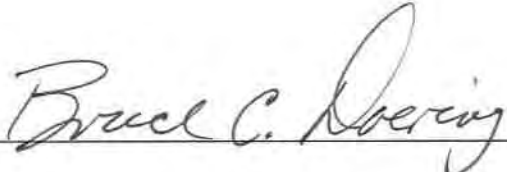
By:  Date: Sept. 16, 2014

EXHIBIT “A”

Companies Represented by the AMPTP in 2012 IATSE Negotiations

424, Inc.	CBS Studios Inc.
10,000 Day, LLC	Citizen Snow Film Productions, Inc.
12:05 AM Productions, LLC	Columbia Pictures Industries, Inc.
Abominable Pictures, Inc.	Company Inc. Studio & Set Services Inc.
Academy Lighting Consultants, Inc.	Cornerstone Pictures, Inc.
Academy of Motion Picture Arts and Sciences	Corporate Management Solutions, Inc.
AEG Ehrlich Ventures, LLC	Costume Co-Op, LLC
Alcon Entertainment, LLC	CPT Holdings, Inc.
All Axis Inc.	Creative Alliance Productions, LLC
Alpha II Furniture Resources, Inc.	Crescent City Pictures, Inc.
Alternative Metal Supply Studio Division, Inc. (formerly S & L Tramondo)	Crowned Productions, Inc.
Artina Films LLC	Custom Film Effects, Inc.
Ascension Films, Inc.	
Atlantic Pictures, LLC	DADCO LLC
	Danetracks, Inc.
Bad Wolf Productions, LLC	Dark Circle Productions, LLC
Beachwood Services Inc.	Dark Hearts LLC
Big Beach, LLC	Dartmoor Productions, LLC
Bill Melendez Productions, Inc.	Dean River Productions, Inc.
Bonanza Productions Inc.	Deluxe Laboratories, Inc.
BrentSpector/USA, Inc.	dick clark productions, inc.
Bright Pictures, Inc.	Digital 360 Productions, Inc.
Bristol Bay Productions LLC	Digital 49 Productions, Inc.
BTW Productions, Inc.	Digital Cinema, LLC
	Digital Icon Group, Inc.
Calabasas Camera Inc.	Dimension Sound, Inc.
CaliYork Productions, Inc.	DJ Audio, Inc.
Capital Concerts Inc.	Downtown Reel Production, Inc.
Cartoon Network Studios, Inc.	Dragon Eyes Productions, LLC
Cast & Crew Production Payroll, LLC	DreamWorks Post Production LLC
Castle Rock Pictures, Inc.	Duly Noted Inc.
CBS Films Inc.	Dungeons & Dragons 3 Productions, LLC

EXHIBIT “A”

DW Dramatic Television LLC
DW SKG TV LLC
DW Studios Productions LLC

Ease Entertainment Services,
L.L.C.

Eden Productions LLC
El Gringo Productions LLC
ELX & Associates, LLC
Emcel Inc
Emkar Productions, Inc.
EPSG Management Services
Europa Ventures, LLC
Evans/McNamara
Evolve Post LLC
Eye Productions Inc.

Family Productions, Inc.
Fantasy II Film Effects, Inc.
Favian Wigs Inc.
Film 49 Productions, Inc.
Film Payment Services, Inc.
Film Solutions, LLC
Films In Motion, LLC
Final Stretch Productions, Inc.
Flypaper Productions, LLC
Focus Features Productions LLC
FRB Productions, Inc.
Freedom Films Productions, LLC
FTP Productions, LLC
Funny Business, Inc.

Garrett Musical Services Inc.
Gigeng Productions Inc.
Gilbert Films Inc.
GK Pictures Group, LLC
GMayTV, LLC
Gone Fission, Inc.
Grant McCune Design, Inc.
Grass Skirt Digital Productions,
Inc.
Greenco Studio Rentals Inc.
Green Set Inc.

Hollywood Camera Inc.
Horizon Scripted Television, Inc.
Hostage Productions, Inc.
House of Props Inc.

I Like Pie, Inc.
Independent Studio Services,
LLC (f/k/a Granada US
Productions, Inc.)
Indieproduction, LLC
Inferno Distribution, LLC
ITV US Productions, Inc.

J.C. Backings Corporation
Jeff Margolis Productions
J-Mac Music, Inc.

Keep Your Head Film and
Television Productions, LLC
Ken Ehrlich Productions, Inc.
Kestrel Films LLC

Lakeshore Entertainment Group
LLC
The Ledge Productions, LLC
Legendary Pictures Productions,
LLC
Lions Gate Productions
Liquid Music, Inc.
Lorien Productions, LLC

M.E. & Me Costumes, Inc.
dba: Bill Hargate Costumes
Magic Island Productions, Inc.
Mandate Productions, LLC
Manhattan Place Entertainment,
Inc.
Marilyn J. Madsen
Martin Scorsese Presents, Inc.
Marvel Film Productions, LLC
Marvel Picture Works, LLC
Marvin Music Co., Inc.
Max Ave. Productions, LLC

EXHIBIT “A”

MCPA - Multicultural
 Community Production Assoc.
 Men's Central, LLC
 Merchant Films, LLC
 Metro Goldwyn Mayer Pictures
 Inc.
 MFV Productions LLC
 MGM Television Entertainment
 Inc.
 MGP Productions, LLC
 MicDi Productions, Inc
 Minassian Productions Inc.
 Monarch Consulting, Inc. dba
 PAEINC
 Monet Lane Prod., Inc.
 Motion Picture Costume
 Company
 Mountainair Films, Inc.

 Nala Productions, LLC
 Never Back Down II
 Productions, LLC
 New Line Productions, Inc.
 New Regency Productions, Inc.

 O D Music, Inc.
 Office Seekers Productions, LLC
 Omega Cinema Props
 On Air Designs LLC
 Open 4 Business Productions
 LLC
 Overture Enterprises, Inc.

 Pacific 2.1 Entertainment Group,
 Inc.
 Paige Productions, Inc.
 Paramount Pictures Corporation
 Perdido Productions, Inc.
 Phasmatrope Studios LLC
 Philly Kid Productions, LLC
 Pierpoline Films, Inc.
 Product Entertainment, Inc

 Quantum Payroll Services, Inc.

Ralston Lapp Media, LLC
 Rattling Stick, Inc.
 Reel Greens Inc.
 Relativity Films, LLC
 Resinous Music, Inc.
 Reunion Design Services Inc.
 RH Factor, Inc.
 Rhomboid Music, Inc.
 RKR Media, Inc.
 Road Trip Films, Inc.
 Rocart, Inc.
 Rockstar Films, LLC
 Rogue Films Ltd
 Royce Productions Inc.
 RR Movie Makers, LLC

 San Francisco Symphony
 SciWest Productions, LLC
 Screen Gems Productions, Inc.
 Shademaker Productions, Inc.
 Shangri-La Entertainment, LLC
 Should've Been Romeo, Inc.
 Sight & Sound Production
 Services, Inc.
 Singing Bee Enterprises, Inc.
 Singularity Creative LLC
 Sixteenth Moon Productions,
 LLC
 SKE Productions, LLC
 Sneak Preview Productions, Inc.
 Sons and Daughters Productions
 Inc.
 Sony Pictures Studios, Inc.
 Sound Lounge LLC
 Sound One, Inc
 Source Code Production LLC
 Spitfire Productions, LLC
 Stage 6 Films, Inc.
 Stash House Productions, LLC
 St. Patrick's Day Productions,
 LLC
 Storybook Productions Inc.
 Stu Segall Productions, Inc.
 Studio Art & Technology Inc.

EXHIBIT "A"

Sunny Television Productions,
Inc.

Take 1 Motion Picture Plant
Rentals, Inc.

Todd Cassetty Welding Service,
Inc.

To Have And To Hold LLC

Tom T. Animation, Inc.

Touchstone Television
Productions, LLC
dba ABC Studios

Transit Productions, LLC

Turner Films, Inc. dba Turner
Television

TVM Productions, Inc.

Twentieth Century Fox Film
Corporation

Twenty One and Over
Productions, Inc.

UA Productions Inc.

Unisol 4 Productions, LLC

Unit One, Inc.

Universal Animation Studios
LLC

Universal City Studios LLC

Universal Network Television
LLC

Universal Payment Services, Inc.

Untitled, Inc.

Upload Films Inc.

Vendome Productions LLC
Vicangelo Films, Inc
Vincent Productions, LLC

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.

Warner Specialty Video
Productions Inc.

Wayfare Entertainment Ventures,
LLC

Web Therapy, LLC

Weisman Video Production Inc.

Welcome to People Productions,
LLC

Westwind Studios, LLC

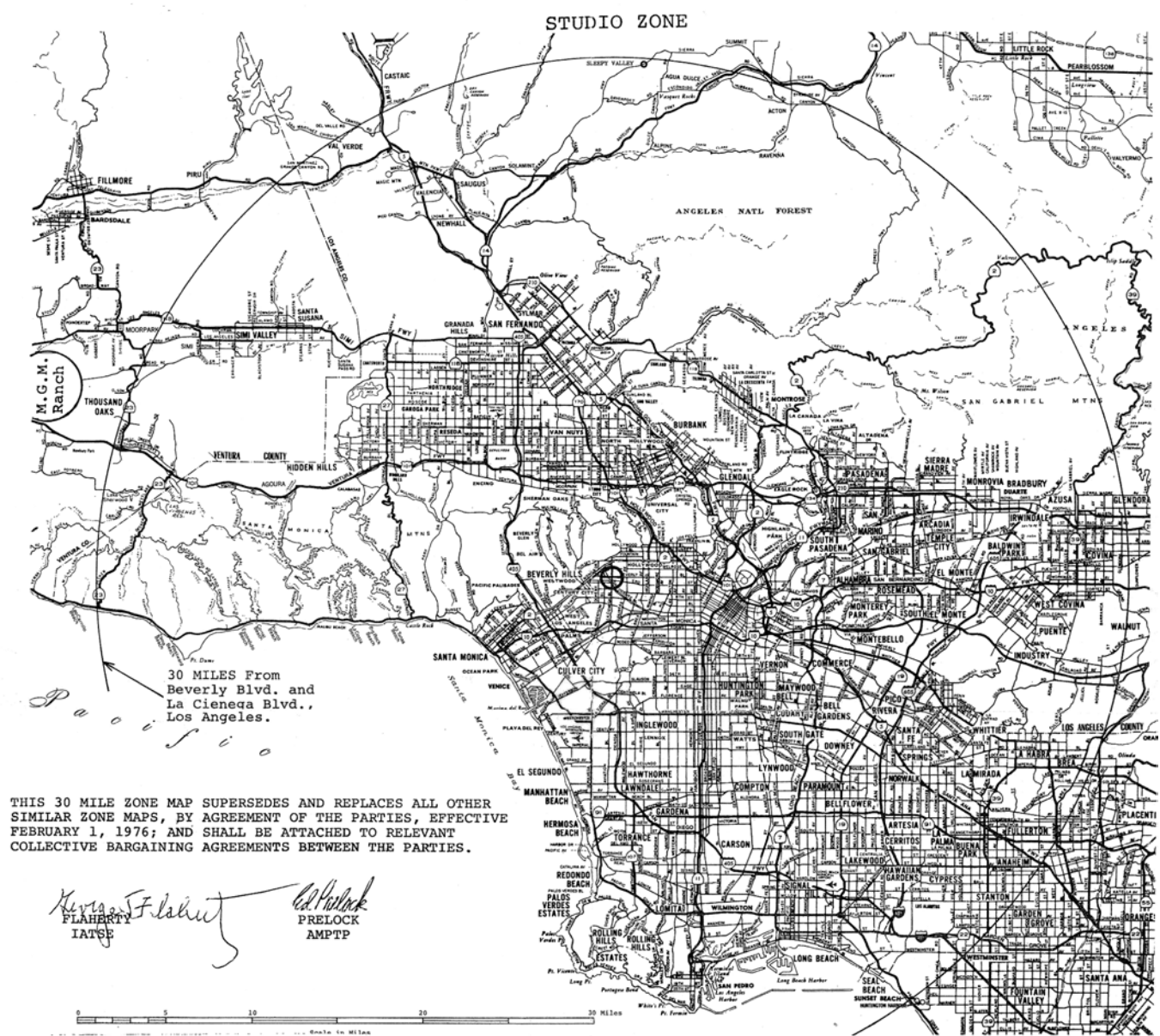
Wildfire Studios, LLC

Wilfred Productions Inc.

Wings Wildlife Productions, Inc.

EXHIBIT “A”

EXHIBIT “Z” – STUDIO ZONE MAP



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

(Circle drawn by AMPTP Research Center)

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(213) 995-3600

J. NICHOLAS COUNTER III
PRESIDENT

June 27, 1983

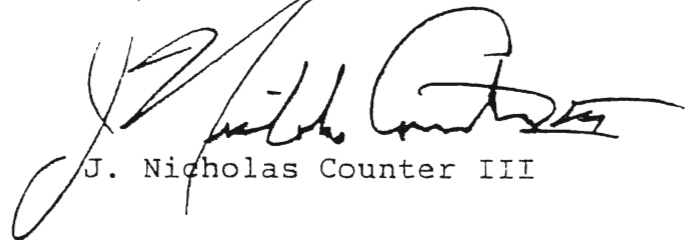
International Alliance of Theatrical
Stage Employes
7715 Sunset Boulevard
Los Angeles, California 90046

Attn: Mr. Gene Allen, Vice President

International Photographers of the
Motion Picture and Television Industries
IATE - Local #659
7715 Sunset Boulevard, Suite 150
Los Angeles, California 90046

Attn: Mr. Gene Leonard, Executive Director

This will confirm the understanding reached in the 1982 Local negotiations with respect to the meaning of the phrase "not hired," as used in Paragraph 68(c) of the Agreement of August 1, 1982 between International Photographers of the Motion Picture and Television Industries, Local No. 659, and Producer. In that context, the phrase "not hired" means not hired from the Industry Experience Roster in accordance with industry practice.



J. Nicholas Counter III

JNC:sjk

cc: Walter F. Diehl

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(213) 995-3600

J. NICHOLAS COUNTER III
PRESIDENT

June 28, 1983

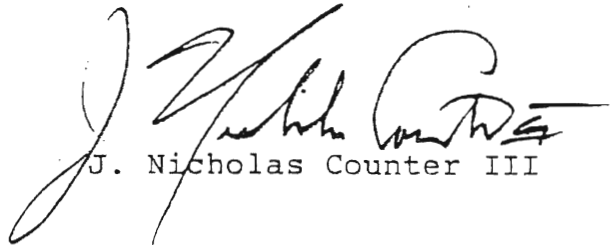
International Alliance of Theatrical
Stage Employes
7715 Sunset Boulevard
Los Angeles, California 90046

Attn: Mr. Gene Allen, Vice President

International Photographers of the
Motion Picture and Television Industries
IATE - Local #659
7715 Sunset Boulevard, Suite 150
Los Angeles, California 90046

Attn: Mr. Gene Leonard, Executive Director

This will confirm the understanding of the parties that the provisions of Paragraph 84(b) of the Local #659 Agreement, regarding screen credit for Camera Operators, are also applicable to Camera Operators employed under the IATSE Videotape Agreement.



J. Nicholas Counter III

JNC:sjk

cc: Walter F. Diehl

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

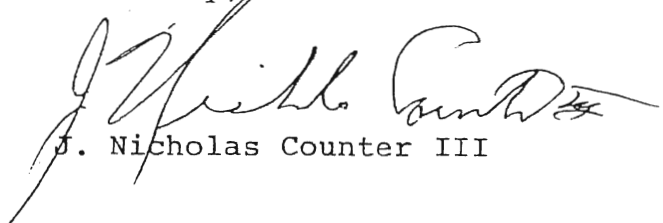
As of August 1, 1988

International Photographers of the
Motion Picture and Television Industries
IATE - Local #659
7715 Sunset Boulevard, Suite 300
Los Angeles, California 90046
Attn: Bruce Doering

International Alliance of Theatrical Stage
Employes
14724 Ventura Boulevard,
Penthouse Suite
Sherman Oaks, California 91403
Attn: Harry Floyd

Based upon special needs or in extraordinary circumstances (other than those described in subparagraphs (a) or (b) of Paragraph 96), the Local Union will meet with the Producer to review whether or not the Local Union will agree that the Director of Photography may also act as the Camera Operator. The meeting will take place within five (5) days after a request therefor. The Local Union may cancel this Agreement, with the consent of the International President, at any time later than one (1) year after the date of ratification of the Agreement upon thirty (30) days written notice to the AMPTP.

Sincerely,



J. Nicholas Counter III

JNC:sjk

cc: Alfred W. DiTolla

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

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

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

Carol A. Lombardini
President

Direct: 818.935.5930
carol@amtp.org

SIDELETTER

As of September 24, 2000
Revised as of August 1, 2003
Revised as of August 1, 2006
Revised as of August 1, 2009
Revised as of August 1, 2012

Bruce Doering
Executive Director
International Cinematographers Guild, Local #600
7715 Sunset Boulevard, Suite 300
Los Angeles, California 90046

Re: Kodak Panavision Preview System

Dear Bruce:

This will confirm our agreement under which Local #600 shall have exclusive jurisdiction over the operation of the Kodak Panavision Preview System when the Director of Photography is utilizing the system on production to manipulate the image to be captured or to maintain the consistency of lighting, color, filtration and/or contrast.

The rate of compensation and term and conditions applicable to individuals engaged in the operation of the Kodak Panavision Preview System shall be as set forth below:

(a) Rate of Compensation/Term and Conditions

The rate of compensation for an individual who operates the Kodak Panavision Preview System shall be \$25.34 per hour effective July 29, 2012. That rate shall be increased to \$25.85 per hour effective August 4, 2013 and to \$26.37 per hour effective August 3, 2014. All other terms and conditions applicable to Film Loaders shall apply to such individuals.

(b) Roster

Any individual who has worked one (1) day or more, but less than thirty (30) days, for one (1) or more Employers, whether or not signatory to the IATSE Basic Agreement, as a Kodak Panavision Preview System Operator prior to the date of this Agreement shall be

Bruce Doering

Revised as of September 24, 2000, Revised as of August 1, 2003, Revised as of August 1, 2006,
Revised as of August 1, 2009, Revised as of August 1, 2012

Page 2

"grandfathered" and added to the Industry Experience Roster for Local #600 as a Kodak Panavision Preview System Operator. In addition, all individuals who, after the date of this Agreement, operate or have operated the Kodak Panavision Preview System for a total of not less than thirty (30) days with one or more Employers, whether or not signatory to the IATSE Basic Agreement, shall be added to the Industry Experience Roster for Local #600 as Kodak Panavision Preview System Operators. The office of the International President of the I.A.T.S.E. shall not unreasonably deny waiver requests from Producers who desire to employ individuals not on the Industry Experience Roster as Kodak Panavision preview System Operators.

(c) Effective Date

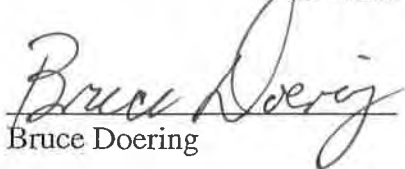
This sideletter shall apply to individuals hired to operate the Kodak Panavision Preview System, as such work is described above, on or after August 1, 2012.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:


Bruce Doering

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@amptp.org

As of October 1, 2001
Revised as of October 1, 2003
Revised as of October 1, 2006
Revised as of October 1, 2009
Revised as of October 1, 2012

Bruce Doering
Executive Director
International Cinematographers Guild, Local #600
7715 Sunset Boulevard, Suite 300
Los Angeles, California 90046

Re: New Job Classifications on Digital Programs

Dear Bruce:

During the negotiations for a successor agreement to the 2000 Producer - I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement ("Videotape Agreement") and for a Supplemental Digital Production Agreement, the parties agreed to add the following new classifications to the Agreement of August 1, 2000 between Producer and International Cinematographers Guild, Local #600 to be applicable on digital television programs. It is understood that these classifications shall be within the jurisdiction of Local #600 (other than in those areas where such classifications are represented by Local #52).

The classifications and their associated wage rates for employees employed on digital recordings to which the wage scales in the Videotape Agreement apply are as follows:

- (1) For the period September 30, 2012 to and including September 28, 2013:

Classification	Daily Wage Rate Minimum Call - 8 Hours	Weekly Wage Rate Minimum Call - 8 Hours, 5 Consecutive Days
Digital Imaging Technician	\$476 (\$59.52/hr.)	\$2,181 (\$54.525/hr.)
Video Controller (Shader)	379 (47.39/hr.)	1,760 (44.000/hr.)
Camera Utility	361 (45.18/hr.)	1,620 (40.500/hr.)
Digital Utility Person	249 (31.08/hr.)	

- (2) For the period September 29, 2013 to and including September 27, 2014:

Classification	Daily Wage Rate Minimum Call - 8 Hours	Weekly Wage Rate Minimum Call - 8 Hours, 5 Consecutive Days
Digital Imaging Technician	\$486 (\$60.71/hr.)	\$2,225 (\$55.625/hr.)
Video Controller (Shader)	387 (48.34/hr.)	1,795 (44.875/hr.)
Camera Utility	369 (46.08/hr.)	1,652 (41.300/hr.)
Digital Utility Person	254 (31.70/hr.)	

- (3) For the period September 28, 2014 to and including September 30, 2015:

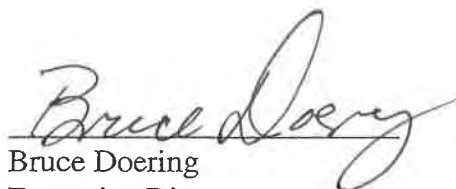
Classification	Daily Wage Rate Minimum Call - 8 Hours	Weekly Wage Rate Minimum Call - 8 Hours, 5 Consecutive Days
Digital Imaging Technician	\$495 (\$61.92/hr.)	\$2,270 (\$56.750/hr.)
Video Controller (Shader)	394 (49.31/hr.)	1,831 (45.775/hr.)
Camera Utility	376 (47.00/hr.)	1,685 (42.125/hr.)
Digital Utility Person	259 (32.33/hr.)	

Sincerely,



Carol. A. Lombardini

ACCEPTED AND AGREED:



Bruce Doering
Executive Director

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@amptp.org

As of August 1, 2012

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: 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, 2009 and 2012 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 July 29, 2012 to August 3, 2013, the wage rates for the period July 31, 2011 to July 28, 2012 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, 2012
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@amptp.org

As of August 1, 2012

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

**Re: 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, 2009 and 2012 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 July 29, 2012 to August 3, 2013, the wage rates for the period July 31, 2011 to July 28, 2012 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.

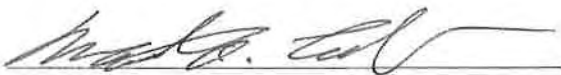
Sincerely,



Carol A. Lombardini

CAL:cg

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

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@amptp.org

As of August 1, 2012

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

**Re: 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 2012 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 2012 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 2012 IATSE Basic Agreement. Additionally, for made-for-home video productions budgeted at no more than \$12,000,000, Producer may elect to use the terms of the Low Budget Theatrical Agreement as provided in the Sideletter re Made-For-Home Video Productions.

2. All of the terms and conditions of the IATSE Basic Agreement of 2012 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 2012 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

* 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.")

being engaged to perform the required work within the classification for all the time that particular work is needed on the project (*e.g.*, Producer expects at the time of hiring to utilize a grip for all three (3) weeks on which grip work is needed during a four (4) week shoot). Otherwise, the applicable hourly or daily rate shall be paid for these classifications. This shall not be construed to be a run-of-the-show guarantee.

However, an employee in the "Construction Labor" and "Set Painter" craft and classifications on pre-production, for which the Local Agreement does not provide for a weekly salary, shall be hired only as a daily employee.

Any allegation of improper application of the above shall be promptly reviewed by representatives of the affected Local(s), the IATSE International Office and the Labor Relations Department of Producer before filing any grievances on the matter.

(ii) Staffing will be fully interchangeable with the following crew:

- | | |
|-------------------------------------|--|
| - Art Director (1) | - 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 and which the Producer has elected to cover under the terms of this Sideletter, rather than under the terms of the Low Budget Theatrical Agreement:
- (i) The IATSE shall have the right to audit any such production to ensure that its budget falls within the aforementioned limitation. If the budget cap is exceeded, the wages, terms and conditions of the Basic Agreement shall apply.
 - (ii) "Behind-the-scenes" shots, when done by the signatory company for such productions, shall also be covered under the terms of this sideletter.

The IATSE agrees to meet and negotiate on a production-by-production basis with respect to new one-hour episodic television series for which the pattern budget does not exceed \$1,300,000 in direct costs of production per episode. This approach will allow the parties to tailor the agreement to the specific needs of the production and, thus, is more likely to achieve the goal of encouraging low budget one-hour series production to be done in Los Angeles.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

**MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE
EFFECTIVE JULY 29, 2012 THROUGH AUGUST 3, 2013**

Long-Form Rates 7/29/12 - 8/3/13		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,519.68			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,612.41	\$40.31	\$372.90	\$46.61
1804	First Assistant Camera	1,475.25	36.88	341.11	42.64
1805	Second Assistant Camera	1,337.60	33.44	309.14	38.64
1806	Still Photographer	1,427.93	35.70	330.15	41.27
1847	Film Loader	1,161.17	29.03	268.10	33.51
1807	Construction Coordinator - on call	2,160.41			
1808	Construction Labor			246.89	30.86
1809	Construction Foreman	1,154.09	28.85	266.48	33.31
1810	Key Grip	1,296.45	32.41	299.49	37.44
1811	Best Boy - Grip	1,178.16	29.45	250.69	31.34
1812	Company Grip	1,152.65	28.82	246.89	30.86
1813	Dolly Grip			246.89	30.86
1814	Crafts Service - on call	1,512.71			
1815	Crafts Service	994.20	24.86	229.31	28.66
1816	Production Painter	1,296.45	32.41	299.49	37.44
1817	Set Painter			246.89	30.86
1849	Sign Writer			337.81	42.23
1818	Chief Lighting Technician	1,296.45	32.41	299.49	37.44
1819	Assistant Chief Lighting Technician	1,178.19	29.45	250.69	31.34
1821	Electrical Lighting Technician	1,152.65	28.82	246.89	30.86
1822	Chief Rigging Technician	1,178.19	29.45	250.69	31.34
1823	Special Effects	1,296.45	32.41	299.49	37.44
1824	Assistant Special Effects			246.89	30.86
1825	Set Decorator - on call	2,160.41			
1826	Lead Person	1,152.65	28.82	246.89	30.86
1827	Swing Gang			230.52	28.82
1828	Prop Master	1,296.45	32.41	299.49	37.44
1829	Assistant Prop Master	1,086.43	27.16	250.69	31.34
1830	Costume Designer - on call	2,000.83			
1831	Assistant Costume Designer - on call	1,641.47			
1832	Key Costumer	1,076.51	26.91	248.41	31.05
1833	Costumer	984.75	24.62	227.13	28.39
1834	Make-Up Department Head	1,365.03	34.13	315.48	39.44
1835	Assistant Make-Up Department Head	1,200.44	30.01	277.15	34.64
1836	Hair Stylist Department Head	1,200.44	30.01	277.15	34.64
1837	Hair Stylist	1,070.36	26.76	246.89	30.86

Long-Form Rates 7/29/12 - 8/3/13		Weekly*	Hourly	Daily*	Hourly
1838	Sound Mixer	\$1,660.18	\$41.50	\$384.24	\$48.03
1839	Boom Operator	1,475.25	36.88	341.11	42.64
1840	Welfare Worker/Teacher	1,325.79	33.14	306.40	38.30
1841	First Aid	1,070.36	26.76	246.89	30.86
1842	Other Technical Person	1,337.60	33.44	309.14	38.64
1843	Other Stagecraft Person	1,070.36	26.76	246.89	30.86
1844	Script Supervisor#	1,097.33	27.43	284.90	31.66
1850	Teleprompter Operator	1,169.70	29.24	249.18	31.15
1845	Set Designer	1,377.80	34.45	318.41	39.80
1846	Scenic Artist	1,433.61	35.84	331.47	41.43
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 - \$ 836.62

90 Minute Program - \$1,673.23

120 Minute Program - \$2,677.17

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 4, 2013 THROUGH AUGUST 2, 2014**

Long-Form Rates 8/4/13 - 8/2/14		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,570.07			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,644.66	\$41.12	\$380.36	\$47.55
1804	First Assistant Camera	1,504.76	37.62	347.93	43.49
1805	Second Assistant Camera	1,364.35	34.11	315.32	39.42
1806	Still Photographer	1,456.49	36.41	336.75	42.09
1847	Film Loader	1,184.39	29.61	273.46	34.18
1807	Construction Coordinator - on call	2,203.62			
1808	Construction Labor			251.83	31.48
1809	Construction Foreman	1,177.17	29.43	271.81	33.98
1810	Key Grip	1,322.38	33.06	305.48	38.19
1811	Best Boy - Grip	1,201.72	30.04	255.70	31.96
1812	Company Grip	1,175.70	29.39	251.83	31.48
1813	Dolly Grip			251.83	31.48
1814	Crafts Service - on call	1,552.14			
1815	Crafts Service	1,014.08	25.35	233.90	29.24
1816	Production Painter	1,322.38	33.06	305.48	38.19
1817	Set Painter			251.83	31.48
1849	Sign Writer			344.57	43.07
1818	Chief Lighting Technician	1,322.38	33.06	305.48	38.19
1819	Assistant Chief Lighting Technician	1,201.75	30.04	255.70	31.96
1821	Electrical Lighting Technician	1,175.70	29.39	251.83	31.48
1822	Chief Rigging Technician	1,201.75	30.04	255.70	31.96
1823	Special Effects	1,322.38	33.06	305.48	38.19
1824	Assistant Special Effects			251.83	31.48
1825	Set Decorator - on call	2,203.62			
1826	Lead Person	1,175.70	29.39	251.83	31.48
1827	Swing Gang			235.13	29.39
1828	Prop Master	1,322.38	33.06	305.48	38.19
1829	Assistant Prop Master	1,108.16	27.70	255.70	31.96
1830	Costume Designer - on call	2,040.85			
1831	Assistant Costume Designer - on call	1,674.30			
1832	Key Costumer	1,098.04	27.45	253.38	31.67
1833	Costumer	1,004.45	25.11	231.67	28.96

Long-Form Rates 8/4/13 - 8/2/14		Weekly*	Hourly	Daily*	Hourly
1834	Make-Up Department Head	\$1,392.33	\$34.81	\$321.79	\$40.22
1835	Assistant Make-Up Department Head	1,224.45	30.61	282.69	35.34
1836	Hair Stylist Department Head	1,224.45	30.61	282.69	35.34
1837	Hair Stylist	1,091.77	27.29	251.83	31.48
1838	Sound Mixer	1,693.38	42.33	391.92	48.99
1839	Boom Operator	1,504.76	37.62	347.93	43.49
1840	Welfare Worker/Teacher	1,352.31	33.81	312.53	39.07
1841	First Aid	1,091.77	27.29	251.83	31.48
1842	Other Technical Person	1,364.35	34.11	315.32	39.42
1843	Other Stagecraft Person	1,091.77	27.29	251.83	31.48
1844	Script Supervisor#	1,119.28	27.98	290.60	32.29
1850	Teleprompter Operator	1,193.09	29.83	254.16	31.77
1845	Set Designer	1,405.36	35.13	324.78	40.60
1846	Scenic Artist	1,462.28	36.56	338.10	42.26
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 - \$ 853.39

90 Minute Program - \$1,706.78

120 Minute Program - \$2,730.85

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 3, 2014 THROUGH JULY 31, 2015**

Long-Form Rates 8/3/14 - 7/31/15		Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,621.47			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,677.55	\$41.94	\$387.97	\$48.50
1804	First Assistant Camera	1,534.86	38.37	354.89	44.36
1805	Second Assistant Camera	1,391.64	34.79	321.63	40.20
1806	Still Photographer	1,485.62	37.14	343.49	42.94
1847	Film Loader	1,208.08	30.20	278.93	34.87
1807	Construction Coordinator - on call	2,247.69			
1808	Construction Labor			256.87	32.11
1809	Construction Foreman	1,200.71	30.02	277.25	34.66
1810	Key Grip	1,348.83	33.72	311.59	38.95
1811	Best Boy - Grip	1,225.75	30.64	260.81	32.60
1812	Company Grip	1,199.21	29.98	256.87	32.11
1813	Dolly Grip			256.87	32.11
1814	Crafts Service - on call	1,583.18			
1815	Crafts Service	1,034.36	25.86	238.58	29.82
1816	Production Painter	1,348.83	33.72	311.59	38.95
1817	Set Painter			256.87	32.11
1849	Sign Painter			351.46	43.93
1818	Chief Lighting Technician	1,348.83	33.72	311.59	38.95
1819	Assistant Chief Lighting Technician	1,225.79	30.64	260.81	32.60
1821	Electrical Lighting Technician	1,199.21	29.98	256.87	32.11
1822	Chief Rigging Technician	1,225.79	30.64	260.81	32.60
1823	Special Effects	1,348.83	33.72	311.59	38.95
1824	Assistant Special Effects			256.87	32.11
1825	Set Decorator - on call	2,247.69			
1826	Lead Person	1,199.21	29.98	256.87	32.11
1827	Swing Gang			239.83	29.98
1828	Prop Master	1,348.83	33.72	311.59	38.95
1829	Assistant Prop Master	1,130.32	28.26	260.81	32.60
1830	Costume Designer - on call	2,081.67			
1831	Assistant Costume Designer - on call	1,707.79			
1832	Key Costumer	1,120.00	28.00	258.45	32.31
1833	Costumer	1,024.54	25.61	236.30	29.54
1834	Make-Up Department Head	1,420.18	35.50	328.23	41.03
1835	Assistant Make-Up Department Head	1,248.94	31.22	288.34	36.04
1836	Hair Stylist Department Head	1,248.94	31.22	288.34	36.04
1837	Hair Stylist	1,113.61	27.84	256.87	32.11

Long-Form Rates 8/3/14 - 7/31/15		Weekly*	Hourly	Daily*	Hourly
1838	Sound Mixer	\$1,727.25	\$43.18	\$399.76	\$49.97
1839	Boom Operator	1,534.86	38.37	354.89	44.36
1840	Welfare Worker/Teacher	1,379.36	34.48	318.78	39.85
1841	First Aid	1,113.61	27.84	256.87	32.11
1842	Other Technical Person	1,391.64	34.79	321.63	40.20
1843	Other Stagecraft Person	1,113.61	27.84	256.87	32.11
1844	Script Supervisor#	1,141.67	28.54	296.41	32.93
1850	Teleprompter Operator	1,216.95	30.42	259.24	32.41
1845	Set Designer	1,433.47	35.84	331.28	41.41
1846	Scenic Artist	1,491.53	37.29	344.86	43.11
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 - \$ 870.47

90 Minute Program - \$1,740.94

120 Minute Program - \$2,785.50

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

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

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

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

Carol A. Lombardini
President

Direct: 818.935.5930
carol@amptp.org

As of August 1, 2012

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: Made-For-Home Video Productions

Dear Matt:

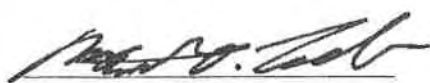
This will memorialize the agreement reached in the 2012 negotiations that a Producer may elect, on a production-by-production basis, to use the terms of either the Long-Form Television Sideletter or the Theatrical Low Budget Agreement for employees employed under the Basic Agreement on made-for-home video productions; provided, however, a Producer electing the Theatrical Low Budget Agreement: (1) shall not be entitled to use the Ultra Low Budget provisions thereof, and, instead, Tier One shall apply to all made-for-home video productions budgeted at \$5 million or under; and (2) shall pay the applicable Production Cities rates to employees represented by Locals 600, 700 and 800, even if those employees are employed outside the Production Cities.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930
carol@amtp.org

As of August 1, 2012

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada
207 West 25th Street, 4th Floor
New York, New York 10001

Re: Productions Made for Basic Cable

Dear Matt:

The following terms and conditions shall apply to productions made for basic cable:

Employees working on the pilot or first season of any series produced for basic cable shall be subject to the terms and conditions of the Long-Form Television Sideletter to the Agreement. Employees working on the second and subsequent seasons of any such series shall be subject to the terms and conditions of the New One-Hour Series Sideletter to the Agreement (except that the reference in subparagraph a. of that Sideletter to "the first two (2) production seasons" shall be changed to "the second and third production seasons" and the references in subparagraphs b. and c. of that Sideletter to "the first year" and "the second year" shall be changed to "the second year" and "the third year," respectively).

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

**AMENDMENT AGREEMENT TO THE
AGREEMENT OF AUGUST 1, 2012
BETWEEN PRODUCER AND I.A.T.S.E. & M.P.T.A.A.C.
AND LOCAL #600**

This Agreement (hereinafter referred to as “the Local #600 Amendment Agreement” or “the Amendment Agreement”), dated as of this 1st day of August, 2012, by and between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada and Local #600 thereof, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers listed in Exhibit “A” of the Agreement of August 1, 2012 between Producer and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts and Local #600 thereof (known as the “Local #600 West Coast Agreement”) hereby amends the Local #600 West Coast Agreement as specifically provided below.

This Amendment Agreement sets forth the terms and conditions of employment of those camerapersons employed in the thirty-seven (37) states of the United States not currently covered under the West Coast Agreement and in Puerto Rico in the job classifications set forth in Paragraph 1 of the West Coast Agreement. These terms and conditions shall become effective on August 1, 2012. All of the terms and conditions of the West Coast Agreement (including its sideletters except for the Sideletter re Productions Made for Basic Cable) or the Producer – I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement of 2009, as such Videotape Agreement may hereafter be amended (hereinafter “the Videotape Agreement”) (in the case of videotape production),¹ or the 2009 IATSE Supplemental Digital Production Agreement, as such Digital Agreement may hereafter be amended, (in the case of digital production), shall apply to such individuals’ employment, except as provided below:

(1) Wages

- (a) The wage rates set forth in Paragraphs 1 and 31 of the West Coast Agreement, and in the Sideletter re “Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2)

¹ Any Producer signatory to the August 1, 2012 Local #600 Amendment Agreement which is also signatory to an agreement with Local #644 covering videotape production shall continue to observe the terms of its existing videotape agreement with Local #644, until its expiration, in lieu of the terms and conditions set forth herein.

Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order)” (hereinafter “the Long-Form Television Sideletter”), the Sideletter 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” (hereinafter “the Revised One-Hour Episodic Television Series Sideletter”), the Sideletter re “Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After August 1, 2003” (hereinafter “the New One-Hour Episodic Television Series Sideletter”) and the Sideletter re Made-For-Home Video Productions (hereinafter “the Home Video Sideletter”) shall be applicable, except that employees covered by this Amendment Agreement and working in Connecticut, Delaware, the District of Columbia, Maryland, Massachusetts, New Jersey, New York and Pennsylvania (hereinafter referred to as “the Corridor”) on productions other than videotape productions, digital productions,² and productions covered under the aforementioned Sideletters shall be paid in accordance with the following wage rates (the “Corridor wage rates”):

² The terms and conditions applicable to the classifications covered under this Amendment Agreement on digital productions are as set forth in the IATSE Supplemental Digital Production Agreement of 2009, as such Agreement may hereafter be amended.

- (b) (i) The following studio minimum wage scale shall be effective for the period commencing with July 29, 2012 to and including August 3, 2013, for employees hired under the Amendment Agreement and working in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania and Washington, D.C.

International Cinematographers Guild, Local #600 Amendment Agreement Occ. Code No. Classification	Studio Minimum Rates	
	Schedule D Daily Employees	Schedule E Weekly Employees
	Daily 8 hours 1½ after 8	Weekly Guarantee - 5 consecutive days; 40 hours
	Per Day	Per Week
1901 Director of Photography	\$802.00	\$3,430.57
1911 Camera Operator	627.26	2,524.31
1931 Still Photographer	499.09	2,006.88
1941 First Assistant Photographer	413.20	1,677.20
1951 Second Assistant Photographer	327.21	1,551.39
1971 Film Loader	275.68	- -

- (ii) The following studio minimum wage scale shall be effective for the period commencing with August 4, 2013 to and including August 2, 2014 for employees hired under the Amendment Agreement and working in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania and Washington, D.C.

International Cinematographers Guild, Local #600 Amendment Agreement Occ. Code No. Classification	Studio Minimum Rates	
	Schedule D Daily Employees	Schedule E Weekly Employees
	Daily 8 hours 1½ after 8	Weekly Guarantee - 5 consecutive days; 40 hours
	Per Day	Per Week
1901 Director of Photography	\$818.04	\$3,499.18
1911 Camera Operator	639.81	2,574.80
1931 Still Photographer	509.07	2,047.02
1941 First Assistant Photographer	421.46	1,710.74
1951 Second Assistant Photographer	333.75	1,582.42
1971 Film Loader	281.20	- -

(iii) The following studio minimum wage scale shall be effective for the period commencing with August 3, 2014 to and including July 31, 2015 for employees hired under the Amendment Agreement and working in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania and Washington, D.C.

International Cinematographers Guild, Local #600 Amendment Agreement Occ. Code No. Classification	Studio Minimum Rates	
	Schedule D Daily Employees	Schedule E Weekly Employees
	Daily 8 hours 1½ after 8	Weekly Guarantee - 5 consecutive days; 40 hours
	Per Day	Per Week
1901 Director of Photography	\$834.40	\$3,569.16
1911 Camera Operator	652.61	2,626.30
1931 Still Photographer	519.25	2,087.96
1941 First Assistant Photographer	429.89	1,744.95
1951 Second Assistant Photographer	340.43	1,614.07
1971 Film Loader	286.80	- -

The daily rates shall be based on an eight (8) hour workday; the weekly rate shall be based on a forty (40) hour workweek.

For videotape productions, the wage rates set forth in the Producer – I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement shall apply.

For digital productions, the wage rates set forth in the I.A.T.S.E. Supplemental Digital Production Agreement shall apply.

(c) Individuals employed in the Corridor who work on the types of productions indicated below shall be paid as indicated below:

(1) For long-form television motion pictures, the following wage rates shall apply:³

(i) Effective July 29, 2012 to and including August 3, 2013:

7/29/12 - 8/3/13	Weekly	Hourly	Daily	Hourly
Director of Photography	- AS NEGOTIATED UNDER LOCAL AGREEMENT -			
Camera Operator	\$1,728.77	\$43.22	\$420.64	\$52.58
1 st Assistant Photographer	1,475.25	36.88	341.11	42.64
2 nd Assistant Photographer	1,337.60	33.44	309.14	38.64
Still Photographer	1,488.48	37.21	377.44	47.18
Film Loader	1,161.17	29.03	268.10	33.51

(ii) Effective August 4, 2013 to and including August 2, 2014:

8/4/13 - 8/2/14	Weekly	Hourly	Daily	Hourly
Director of Photography	- AS NEGOTIATED UNDER LOCAL AGREEMENT -			
Camera Operator	\$1,763.35	\$44.08	\$429.04	\$53.63
1 st Assistant Photographer	1,504.76	37.62	347.93	43.49
2 nd Assistant Photographer	1,364.35	34.11	315.32	39.42
Still Photographer	1,518.25	37.96	384.96	48.12
Film Loader	1,184.39	29.61	273.46	34.18

³ Note that all of the rates in the following tables are the same as the rates for the corresponding classifications in the Local 600 West Coast Agreement as set forth in the Long-Form Television Sideletter, with the exception of the rates for the Camera Operator and Still Photographer job classifications.

(iii) Effective August 3, 2014 to and including July 31, 2015:

8/3/14 - 7/31/15	Weekly	Hourly	Daily	Hourly
Director of Photography	- AS NEGOTIATED UNDER LOCAL AGREEMENT -			
Camera Operator	\$1,798.62	\$44.97	\$437.60	\$54.70
1 st Assistant Photographer	1,534.86	38.37	354.89	44.36
2 nd Assistant Photographer	1,391.64	34.79	321.63	40.20
Still Photographer	1,548.62	38.72	392.64	49.08
Film Loader	1,208.08	30.20	278.93	34.87

- (2) For pilots (other than those covered under the Long-Form Television Sideletter) and one-hour series, the following wage rates shall apply:
- (i) Effective July 29, 2012 to and including August 3, 2013:

Classification	Per Day	Per Week
Director of Photography/ First Cameraperson	\$755.12	\$3,363.24
Camera Operator	565.97	2,276.95
First Assistant Photographer	373.66	1,644.52
Second Assistant Photographer	314.56	1,520.76
Still Photographer	450.00	1,887.16
Film Loader	270.24	

- (ii) Effective August 4, 2013 to and including August 2, 2014:

Classification	Per Day	Per Week
Director of Photography/ First Cameraperson	\$770.24	\$3,430.52
Camera Operator	577.29	2,322.49
First Assistant Photographer	381.13	1,677.40
Second Assistant Photographer	320.88	1,551.16
Still Photographer	459.00	1,924.92
Film Loader	275.68	

- (iii) Effective August 3, 2014 to and including July 31, 2015:

Classification	Per Day	Per Week
Director of Photography/ First Cameraperson	\$785.68	\$3,499.12
Camera Operator	588.84	2,368.94
First Assistant Photographer	388.75	1,710.92
Second Assistant Photographer	327.28	1,582.16
Still Photographer	468.18	1,963.40
Film Loader	281.20	

- (d) In no event shall the foregoing “Corridor” wage rates drop below the corresponding rate in the West Coast Agreement.
- (e) Wage rates for camerapersons working outside “the Corridor” appear on pages 18-23 of this Amendment Agreement.

(2) Overtime

Camerapersons working in the Corridor shall be paid time and one-half the regular basic hourly rate for hours worked in excess of eight (8) hours per day, double the regular basic hourly rate for hours worked after twelve (12) elapsed hours and two and one-half

times the regular basic hourly rate for hours worked after fourteen (14) elapsed hours.

(3) Vacations

Except as is otherwise provided in the Long-Form Television Sideletter, in the Revised One-Hour Episodic Television Series Sideletter, in the New One-Hour Episodic Television Series Sideletter, in the Home Video Sideletter:

- (a) employees paid under the Corridor wage rates shall receive vacation pay in their weekly paycheck, calculated at four percent (4%) of the straight time scale Corridor wage rate; and
- (b) as to all other camerapersons employed under this Amendment Agreement, the provisions of Paragraph 72 of the West Coast Agreement shall apply.

(4) Holidays

- (a) The following holiday provision, from the 1994 Local #644 Agreement with the major studios, shall apply to employees employed under this Amendment Agreement and working in the Corridor in lieu of the provisions of Paragraph 9 of the West Coast Agreement:

“All work performed on a holiday will be computed at twice the regular hourly rate. Holidays shall be as follows:

“New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

“Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Amendment Agreement, be celebrated on the previous

Friday, except that on distant location, Saturday holidays will be recognized on Saturday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall for the purposes of this Agreement be celebrated on the following Monday.

“If a holiday falls during the period that a cameraperson is required to remain away from home on a distant location in the Corridor, but such cameraperson is not required to work on such holiday, he shall be paid at straight time (at the daily rate for camerapersons engaged by the day, and at *pro rata* of the weekly scale for camerapersons engaged by the week). “Travel on holidays for camerapersons working in the Corridor shall be paid at double time, except if the travel is to a location at the start of an assignment, in which case it shall be paid at straight time at the daily rate.”

- (b) As to employees employed under this Amendment Agreement but working outside the Corridor, the first two paragraphs quoted in Paragraph 4(a) above shall apply in lieu of the provisions of Paragraph 9 of the West Coast Agreement.

(5) “Report to” Zone and Nearby Locations

The following shall apply in the New York metropolitan area:

- (a) The Twenty-five (25) Mile Zone

Any location within a radius of twenty-five (25) miles of Columbus Circle (the “twenty-five (25) mile report-to zone”), other than Sandy Hook, New Jersey, shall be a report-to location without any travel payment requirement. In addition, the Local shall not unreasonably refuse to grant waivers to expand the report-to zone to within a thirty (30) mile radius of Columbus Circle. When an employee reports for work within the twenty-five (25) or thirty (30) mile report-to zone, the employee’s call time shall commence at the location and shall end when dismissed at such location.

(b) Nearby Locations

Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the 25- or 30-mile report-to zone) shall be paid mileage based on thirty cents (\$.30) per mile computed from the perimeter of the area bounded by 125th Street and the Battery to such location and return from such location to the perimeter of such area. In that case, the employee's work time shall commence at the time which results when the amount of time needed to travel to the location either from a mutually-agreed upon point in the area bounded by 125th and the Battery or from the perimeter of the area bounded by 125th Street and the Battery is added to the call time and shall end at the time which results when the amount of time needed to travel from the location to either such mutually-agreed upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

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

(6) Rest Periods

- (a) The rest period provisions in the West Coast Agreement shall apply to all camerapersons covered by this Amendment Agreement, other than those camerapersons working in the Corridor.
- (b) As to camerapersons covered by this Amendment Agreement and working in the Corridor, the rest period shall be governed by the following:
- (i) The rest period shall be ten (10) hours.
- (ii) When the Rest Period Starts and Ends

(A) For Employees Reporting to Work in the Twenty-five (25) Mile Zone

In the New York metropolitan area, when an employee is required to report to a location within the 25- or 30-mile zone, and within the area bounded by 125th Street and the Battery, the rest period shall commence at the time of dismissal at the location and, if called to work by the same Producer at a similar zone location the following day, end at the call time for the next day.

(B) For Employees Reporting to Work Within the Twenty-five (25) Mile Zone, But Outside the Area Bounded by 125th Street and the Battery

In the New York metropolitan area, if an employee is required to report to a location within the 25- or 30-mile zone, but outside the area between 125th Street and the Battery, the rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from such location back to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time.

If the employee reports to a location within the 25- or 30-mile zone, but outside the area between 125th Street and the Battery for the same Producer on the following day, then the rest period ends when the amount of time required for the employee to travel from either a mutually-agreed upon point in the area bounded by 125th and the Battery or from the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time. For example, suppose an employee is required to report to Newark. The employee is dismissed from work at 7:00 p.m. Suppose it takes one-half hour of travel from Newark to reach the perimeter of the area between

125th Street and the Battery. The employee's rest period begins at 7:30 p.m. Suppose the employee is required to report to Newark for the same Producer the following day at 7:00 a.m. The employee's rest period ends at 6:30 a.m.

(C) For Employees Reporting to Work on Nearby Locations

In the New York metropolitan area, if an employee is required to report to a location outside the 25- or 30-mile zone, then the rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from the location to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time and ends when the amount of time required for the employee to travel from a mutually-agreed upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time, if called to work by the same Producer at a nearby location on the following day.

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

(D) A designated representative of the Company and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually-agreed upon point within the area bounded by

125th Street and the Battery or the perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the employees' bargaining representative and to the Labor Relations representative of the Producer for resolution.

- (E) The penalty for invasion of the rest period (*i.e.*, for allowing less than the applicable rest period between the termination of work on one call and the commencement of work on the next call) is as follows: Any employee required to work more than fourteen (14) consecutive hours, including meal periods (*i.e.*, more than fourteen (14) elapsed hours), from the time of reporting shall continue to be paid at the rate in effect for such employee at the end of the first call for all such hours in excess of fourteen (14) until the employee receives the applicable rest period. Any employee required to work fourteen (14) or fewer consecutive hours, including meal periods, from the time of reporting shall be paid at the rate in effect for such employee at the end of the first call for all hours worked in the applicable period.

(7) Pension and Health

All pension and health contributions on behalf of employees employed under this Amendment Agreement shall be submitted to the Motion Picture Industry Pension and Health Plans, on the following basis:

If a Producer signatory to the IATSE Basic Agreement has made Supplemental Markets payments to the Industry Health Plan in an aggregate amount of not less than fifteen million dollars (\$15,000,000) during the three (3) year period beginning January 1, 1994 and ending on December 31, 1996, or in any subsequent three (3) consecutive year period, then Producer and its related or affiliated entities shall make contributions to the Motion Picture Industry Pension and Health Plans on behalf of employees employed under the Amendment Agreement at the same rates as are provided in

the 2012 IATSE Basic Agreement. For these purposes, the Supplemental Markets payments made by Columbia and TriStar shall be aggregated and the Supplemental Markets payments made by Amblin Entertainment Inc. and DreamWorks shall be aggregated.

If the Producer has not so made Supplemental Markets payments to the Industry Health Plan as provided in the preceding paragraph, then the Producer shall make contributions to the Motion Picture Industry Pension and Health Plans at rates determined by the actuaries and consultants which are based upon the hourly cost per participant of benefits.⁴ These rates shall be reviewed and subject to change not more frequently than once per year. The Plans shall give Producers not less than ninety (90) days' advance notice of a change in such rates.

In either event, the percentage contributions to the Individual Account Plan shall be made based on West Coast minimum wage rates for the applicable classification payable at the same percentage of the West Coast scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed such employee during said period as applies at that time to camerapersons employed under the West Coast Agreement.

(8) Post '60s/Supplemental Markets

As to any motion picture, the principal photography of which commences on or after August 1, 2012 which is otherwise subject to the "Post '60s Theatrical Motion Pictures" and/or "Supplemental Markets" provisions of the IATSE Basic

⁴ The hourly cost per participant of benefits under the Motion Picture Industry Pension and Health Plans is:

	<u>As of March 25, 2012</u>	<u>As of March 24, 2013</u>
Pension Plan	\$2.167	\$3.498
Active Employees Health Plan	6.810	6.860
Retired Employees Health Plan	1.350	1.410
Individual Account Plan	.305	.000

for a total of \$10.632 per hour effective March 25, 2012 (\$12.073 per hour effective March 24, 2013) plus a payment to the Individual Account Plan equal to six percent (6%) of the scale Regular Basic Hourly Rate of pay for each employee's classification.

Agreement of 2012 and for which the Producer is prorating the percentage payments due under those provisions, any employees employed under this Amendment Agreement shall be included in the numerator of the fraction applied to the percentage payment. (These amounts are already included in the denominator of the fraction.)

Except as is expressly provided in the preceding paragraph, in no event shall employees employed under the Amendment Agreement be considered to be “individuals subject to this Basic Agreement” or “employees employed by Producer under the Basic Agreement” or the “Los Angeles production crew” for purposes of the Post ‘60s and Supplemental Markets clauses of the IATSE Basic Agreement. Thus, for example, on a picture that is not otherwise subject to the Post ‘60s or Supplemental Markets provisions, the engagement of two (2) or more camerapersons under this Amendment Agreement shall not trigger the Post ‘60s and Supplemental Markets provisions.

(9) Accidental Death and Dismemberment

The Producer shall contribute seventy-five cents (\$.75) per day on behalf of each employee employed under the Amendment Agreement to a fund which meets the requirements of Section 302(c) of the Labor Management Relations Act for the purpose of providing accidental death and dismemberment insurance. The cost of administering same shall be taken from the \$.75 per day contribution. The Producer need not provide the accidental death insurance policy required by Paragraph 39(f) of the West Coast Agreement for those employees for whom the seventy-five cents (\$.75) per day contribution is required.

(10) CSATF

No contribution to CSATF shall be required in connection with the employment of persons under this Amendment Agreement.

(11) Miscellaneous

Paragraphs 38, 68 and 88 of the West Coast Agreement and Article 8 of the Videotape Agreement shall not apply to individuals employed under this Amendment Agreement.

**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**



Carol A. Lombardini
President

Date: October 9, 2014

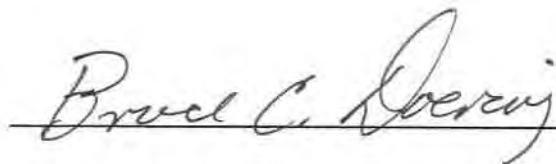
**FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES,
ITS TERRITORIES AND CANADA**



Matthew D. Loeb
International President

Date: 9/26/14

**FOR INTERNATIONAL CINEMATOGRAPHERS GUILD,
LOCAL #600, OF THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES AND CANADA**



Date: Sept. 16, 2014

The following studio minimum wage scale shall be effective for the period commencing with July 29, 2012 to and including August 3, 2013 for employees hired under the Amendment Agreement and working outside “the Corridor” (*i.e.*, outside Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania and Washington, D.C.).

International Cinematographers Guild, Local #600 Amendment Agreement Occ. Code No. Classification	Studio Minimum Rates	
	Schedule D Daily Employees	Schedule E Weekly Employees
	Daily 8 hours 1½ after 8 Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; 43.2 hours; Min. Call - 8.6 hours; 1½ after 9.3 hours
	Per Day	Per Week
1901 Director of Photography	\$770.24 (\$96.28/hour)	\$3,704.95 (\$85.763/hour)
1911 Camera Operator	476.24 (59.53/hour)	2,356.49 (54.548/hour)
1921 Portrait Photographer	476.24 (59.53/hour)	2,356.49 (54.548/hour)
1931 Still Photographer**	414.96 (51.87/hour)	1,924.90 (48.123/hour)
	1½ after 8 and/or 40; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; Min. Call - 7 hours; 43.2 hour week
1941 First Assistant Photographer	43.48/hour	1,878.68 (41.935/hour)
1951 Second Assistant Photographer	40.11/hour	1,737.29 (38.779/hour)
1961 Technician	51.87/hour	2,203.47 (49.185/hour)
1971 Film Loader	34.46/hour	- -

** The weekly guarantee for Still Photographers employed under a Weekly Schedule shall be forty (40) hours. The minimum call for Still Photographers employed under such Schedule shall be eight (8) hours per day.

The following studio minimum wage scale shall be effective for the period commencing with August 4, 2013 to and including August 2, 2014 for employees hired under the Amendment Agreement and working outside “the Corridor” (*i.e.*, outside Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania and Washington, D.C.).

International Cinematographers Guild, Local #600 Amendment Agreement Occ. Code No. Classification	Studio Minimum Rates	
	Schedule D Daily Employees	Schedule E Weekly Employees
	Daily 8 hours 1½ after 8 Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; 43.2 hours; Min. Call - 8.6 hours; 1½ after 9.3 hours
	Per Day	Per Week
1901 Director of Photography	\$785.68 (\$98.21/hour)	\$3,779.05 (\$87.478/hour)
1911 Camera Operator	485.76 (60.72/hour)	2,403.62 (55.639/hour)
1921 Portrait Photographer	485.76 (60.72/hour)	2,403.62 (55.639/hour)
1931 Still Photographer**	423.28 (52.91/hour)	1,963.40 (49.085/hour)
	1½ after 8 and/or 40; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; Min. Call - 7 hours; 43.2 hour week
1941 First Assistant Photographer	44.35/hour	1,916.25 (42.773/hour)
1951 Second Assistant Photographer	40.91/hour	1,772.04 (39.554/hour)
1961 Technician	52.91/hour	2,247.54 (50.168/hour)
1971 Film Loader	35.15/hour	- -

** The weekly guarantee for Still Photographers employed under a Weekly Schedule shall be forty (40) hours. The minimum call for Still Photographers employed under such Schedules shall be eight (8) hours per day.

The following studio minimum wage scale shall be effective for the period commencing with August 3, 2014 to and including July 31, 2015 for employees hired under the Amendment Agreement and working outside “the Corridor” (*i.e.*, outside Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Pennsylvania and Washington, D.C.).

International Cinematographers, Local #600 Amendment Agreement Occ. Code No. Classification	Studio Minimum Rates	
	Schedule D Daily Employees	Schedule E Weekly Employees
	Daily 8 hours 1½ after 8 Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; 43.2 hours; Min. Call - 8.6 hours; 1½ after 9.3 hours
	Per Day	Per Week
1901 Director of Photography	\$801.36 (\$100.17/hour)	\$3,854.63 (\$89.228/hour)
1911 Camera Operator	495.44 (61.93/hour)	2,451.69 (56.752/hour)
1921 Portrait Photographer	495.44 (61.93/hour)	2,451.69 (56.752/hour)
1931 Still Photographer**	431.76 (53.97/hour)	2,002.67 (50.067/hour)
	1½ after 8 and/or 40; Min. Call - 8 hours	Weekly Guarantee - 5 consecutive days; Min. Call - 7 hours; 43.2 hour week
1941 First Assistant Photographer	45.24/hour	1,954.58 (43.629/hour)
1951 Second Assistant Photographer	41.73/hour	1,807.48 (40.346/hour)
1961 Technician	53.97/hour	2,292.49 (51.172/hour)
1971 Film Loader	35.85/hour	- -

** The weekly guarantee for Still Photographers employed under a Weekly Schedule shall be forty (40) hours. The minimum call for Still Photographers employed under such Schedules shall be eight (8) hours per day.

LOCAL #600 AMENDMENT AGREEMENT
LONG-FORM TELEVISION RATES

For employees hired under the Amendment Agreement and working outside “the Corridor.”

7/29/12 - 8/3/13	Weekly	Hourly	Daily	Hourly
Director of Photography	- AS NEGOTIATED UNDER LOCAL AGREEMENT -			
Camera Operator	\$1,612.41	\$40.31	\$372.90	\$46.61
1 st Assistant Photographer	1,475.25	36.88	341.11	42.64
2 nd Assistant Photographer	1,337.60	33.44	309.14	38.64
Still Photographer	1,427.93	35.70	330.15	41.27
Film Loader	1,161.17	29.03	268.10	33.51

8/4/13 -8/2/14	Weekly	Hourly	Daily	Hourly
Director of Photography	- AS NEGOTIATED UNDER LOCAL AGREEMENT -			
Camera Operator	\$1,644.66	\$41.12	\$380.36	\$47.55
1 st Assistant Photographer	1,504.76	37.62	347.93	43.49
2 nd Assistant Photographer	1,364.35	34.11	315.32	39.42
Still Photographer	1,456.49	36.41	336.75	42.09
Film Loader	1,184.39	29.61	273.46	34.18

8/3/14 - 7/31/15	Weekly	Hourly	Daily	Hourly
Director of Photography	- AS NEGOTIATED UNDER LOCAL AGREEMENT -			
Camera Operator	\$1,677.55	\$41.94	\$387.97	\$48.50
1 st Assistant Photographer	1,534.86	38.37	354.89	44.36
2 nd Assistant Photographer	1,391.64	34.79	321.63	40.20
Still Photographer	1,485.62	37.14	343.49	42.94
Film Loader	1,208.08	30.20	278.93	34.87

LOCAL #600 AMENDMENT AGREEMENT
PILOT AND ONE-HOUR RATES

For employees hired under the Amendment Agreement and working outside “the Corridor.”

7/29/12 - 8/3/13	Weekly	Hourly	Daily	Hourly
Director of Photography	\$3,632.30	\$84.081	\$755.12	\$94.39
Camera Operator	2,310.28	53.479	466.88	58.36
Portrait Photographer	2,310.28	53.479	466.88	58.36
Still Photographer	1,887.16	47.179	406.80	50.85
1 st Assistant Photographer	1,841.84	41.113	341.04	42.63
2 nd Assistant Photographer	1,703.23	38.019	314.56	39.32
Technician	2,160.26	48.220	406.80	50.85
Film Loader	- -	- -	270.24	33.78

8/4/13 - 8/2/14	Weekly	Hourly	Daily	Hourly
Director of Photography	\$3,704.95	\$85.763	\$770.24	\$96.28
Camera Operator	2,356.49	54.548	476.24	59.53
Portrait Photographer	2,356.49	54.548	476.24	59.53
Still Photographer	1,924.90	48.123	414.96	51.87
1 st Assistant Photographer	1,878.68	41.935	347.84	43.48
2 nd Assistant Photographer	1,737.29	38.779	320.88	40.11
Technician	2,203.47	49.185	414.96	51.87
Film Loader	- -	- -	275.68	34.46

LOCAL #600 AMENDMENT AGREEMENT
PILOT AND ONE-HOUR RATES (continued)

For employees hired under the Amendment Agreement and working outside “the Corridor.”

8/3/14 - 7/31/15	Weekly	Hourly	Daily	Hourly
Director of Photography	\$3,779.05	\$87.478	\$785.68	\$98.21
Camera Operator	2,403.62	55.639	485.76	60.72
Portrait Photographer	2,403.62	55.639	485.76	60.72
Still Photographer	1,963.40	49.085	423.28	52.91
1 st Assistant Photographer	1,916.25	42.773	354.80	44.35
2 nd Assistant Photographer	1,772.04	39.554	327.28	40.91
Technician	2,247.54	50.168	423.28	52.91
Film Loader	- -	- -	281.20	35.15