

## **2018 - 2022 BSI-IATSE VIDEOTAPE AGREEMENT**

This AGREEMENT is made and entered into as of February 2, 2019, by and between Beachwood Services Inc., herein "BSI" or "the Employer," and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, herein the "IATSE" or "Union," as follows:

### **1. RECOGNITION**

BSI hereby recognizes the IATSE as the exclusive collective bargaining agent for all classifications of employees described in Article 2 below. This recognition is restricted to BSI and shall not be deemed to extend recognition to any parent, affiliate or subsidiary corporation of BSI, or to any operation of BSI outside of those described in Article 2.

### **2. SCOPE, JURISDICTION AND APPLICATION OF AGREEMENT**

The work covered by this Agreement shall cover and include the following classifications of persons employed by the Employer in conjunction with production of videotape electronic recording within Los Angeles County, California: Director of Photography, Technical Director, Video Controller, Videotape Operator, Audio (Mixer, A2, Boom Operator), Camera Operators, Utility, Art Director, StageCraft (Property, Grip, Electrical), Production Office Coordinators, Assistant Production Office Coordinators and Scenic/Paint, Costumer, Makeup and Hair, Set Decorator, Tape Editors and Studio Teacher. Also covered are Script Supervisors (previously Booth Production Associates) on prime-time dramatic/comedy videotape programs only.

With respect to high definition, 24P network prime time dramatic-type programs that would have previously been shot on film, Article IV of the Basic Agreement shall be deemed applicable to the extent of its terms, except that any references therein to the Videotape Supplement (Green Book) shall be deemed references to this Agreement. All other programs recorded digitally on videotape or digital recording media shall be covered under this Agreement.

The above-listed covered individuals are referred to herein as the "employees." All other persons or functions are excluded. This contract will not cover any production which is primarily intended for theatrical release, and also shall not cover any production shot on the medium of film.

Any functions or job classifications not needed on any given production are not covered or required by this Agreement, and there are no staffing requirements. (See also Article 21.)

It is understood that the Employer's business is the providing of leased studio space and/or production services to tenant companies pursuant to the request of the tenant companies. Said tenants are free to supply or arrange their own production services at Employer's studios rather than using Employer's services. In general, it is expected that if BSI Production Crew Services

are furnished to a tenant, it will be for the normal technical crew rather than splitting a crew between BSI and the tenant's employees.

As to Still Photographer services which may be rendered, from time to time, related to publicity shots for programs for which BSI furnishes videotape production crew services, BSI shall use its best reasonable efforts to encourage its customers to arrange for all such photographic services to be provided by and through BSI. When BSI provides such services, it shall use the Local 600 roster (subject to BSI's general preference-of-employment practices and procedures), and shall pay for such services at an hourly rate not less than the current camera operator scale.

### **3. TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2018 and shall continue in effect to and including June 30, 2022. Negotiations for a new contract shall begin no later than sixty (60) days before the expiration date.

### **4. RELATION TO OTHER AGREEMENTS**

Nothing in the Agreement shall prevent any individual from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. The Employer, at its discretion, with or without IATSE consultation, may grant any individual employee better conditions and terms than those herein provided. However, any such better conditions must, in order to be binding, be in writing and signed by an officer of the Employer. Employer will notify the IATSE 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 or deal memo has been furnished to the employee. No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered, in any manner, as a precedent for granting better conditions and terms than those herein provided to any other individuals or jobs.

### **5. UNION SHOP REQUIREMENTS**

(a) Employer retains authority to hire any persons. Within five (5) days after the hiring of an employee covered by this Agreement, the Employer shall furnish the IATSE with the name, address, Social Security Number, date of hiring and the rate of pay of such employee.

(b) Within thirty-one (31) days of hire, or of the effective date of this Agreement, whichever is later, each and every employee covered by this Agreement must as a condition of continued employment either become, and thereafter remain, a member in good standing of the appropriate local of the IATSE. "Member in good standing" means an individual who meets the financial obligations as to the representation required by the National Labor Relations Act.

(c) Within five (5) working days after receipt of written notice from the IATSE that (1) any employee is not in compliance with the above union security provisions, (2) that the IATSE requests that such employee be discharged, (3) that such employee has been so notified in writing prior to such notice to Employer, and (4) that such employee is being furnished with a copy of this written notice, the Employer shall discharge any such employee who fails to remedy such default within said five (5) day period.

(d) The foregoing obligations are to be interpreted and applied consistent with applicable law. Nothing contained herein shall require the Employer to discharge any employee who has been denied membership or whose membership has been terminated for any reason other than failure to pay the requisite financial obligations. The IATSE shall indemnify and hold Employer harmless against any claims or liability arising from Employer's compliance with any IATSE request made pursuant to this Article.

## **6. NO DISCRIMINATION**

The Employer and IATSE agree, to the extent provided by the applicable federal and state statutes only, that in applying the terms of this Agreement there will be no unlawful discrimination based upon race, color, religion, sex, age, national origin or other protected status.

## **7. NATURE AND DURATION OF EMPLOYMENT**

(a) It is understood that all employment under this Agreement is of a freelance nature, with any engagement limited to a stated daily, episodic or weekly guaranteed term. Any understanding as to any longer term of employment is valid only if reduced to writing and signed by an officer of Employer. Basic employment terms for each employee shall be documented by a deal memo, a copy of which shall be furnished to IATSE upon request.

(b) Any terms of employment beyond a daily commitment shall be subject to temporary suspension by the Employer if production is materially hampered or interrupted by reasons such as fire, casualty, power failure, act of God, civil emergency, labor dispute or strike, unavailability of critical personnel or material, governmental or legal action, or any other cause beyond Employer's control. In the event of such a suspension, any affected employee may, by notice to the Employer, cancel the remainder of his previously committed term of employment without liability. If the reason for the suspension extends in duration so that it results in a cancellation (as opposed to delay) of the work originally scheduled, then the remainder of the term of employment previously committed shall be subject to cancellation by the Employer, by notice to the employee(s), without liability.

(c) Upon expiration of any engagement of employment, renewal of employment lies in the sole discretion of the Employer and is not subject to review or grievance. An employee also may be terminated during his minimum stated term of employment, but only for just cause, and subject to the grievance procedure. Just cause includes, but is not limited to, conduct such as violation of Employer rules, incompetent or dangerous performance; insubordination; dereliction

of duty; dishonesty; falsifying time cards or other records; intentional or careless damage to equipment or product; possession, use, sale or being under the influence of drugs or alcoholic beverages during working hours or on Employer's property; possession of dangerous weapons on work time or on Employer's property; and unauthorized absence from work. If an employee is determined to have been terminated without just cause during his minimum term of employment, the remedy shall be declaratory relief plus back pay for the balance of the employee's stated term of engagement, less interim amounts earned or earnable.

(d) It is recognized that employees covered by this Agreement may be payrolled through a personal "loan-out" arrangement, and that such loan-out company may be a signatory to the Producer-IATSE Basic Agreement. Such arrangements shall not be deemed (1) to bind the Employer in any way to the Producer-IATSE Basic Agreement, (2) to constitute a violation of this Agreement, or (3) to cause said loan-out company to be in violation of the Basic Agreement. Similarly, while employment under this Agreement may or may not (based upon local union roster eligibility rules) count toward industry "roster" status, it also shall not place any employee in violation of any IATSE work rules.

(e) The department head shall be called first whenever there is work within the department to be performed. The department head shall be consulted with regard to the staff required for his department.

## **8. GRIEVANCE AND ARBITRATION**

In the event that either party to this Agreement (or an employee) contends that either party to this Agreement has violated a provision of this Agreement or of an employee's personal service contract, the following procedures shall be applicable:

(a) Within twenty (20) working days of the event giving rise to the grievance, the grieving party must give written notice to the other(s) of the claim. (Prior informational discussions are encouraged, but do not toll this twenty-day filing limit.) A grievance may be filed only with the prior written approval of the IATSE (rather than a local thereof) and such written approval must appear on the grievance document.

(b) A representative of the IATSE and a representative of the Employer shall, within ten (10) working days after the service of notice by one party to the other of the existence of such controversy or dispute, meet and discuss the matter and attempt in good faith to effect a settlement of such controversy or dispute. Any decision arrived at by a representative of the IATSE and Employer representative shall be final and binding.

(c) In the event that any such controversy or dispute is not settled by the Employer and the IATSE within ten (10) working days after the meeting referred to in paragraph (b) above, then such controversy or dispute may be submitted by either party to arbitration, each party bearing half of the expense of the Arbitrator's fees and expenses.

(d) The demand for arbitration shall be made in writing, and signed by a representative of the IATSE (rather than a local thereof). Unless the parties have agreed upon an arbitrator, the arbitrator shall be selected from the following list by alternate striking of names: Howard Block, Joe Gentile, and Tom Roberts.

(e) Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not arbitrable or that it should be denied for reasons which do not go to the merits.

(f) The arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, but shall only determine whether the Agreement (or personal service contract) has been violated in the manner alleged in the grievance, and, if so, what the remedy should be within the meaning of the Agreement.

(g) The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.

(h) This grievance and arbitration procedure is to be the sole and exclusive remedy for any claimed breach of this Agreement or of any personal service contract entered into pursuant to this Agreement, or for any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement.

(i) If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

## **9. NO STRIKES**

(a) During the term of this Agreement, neither the IATSE nor any of its locals shall engage in any strike, slowdown, picketing or other work stoppage against the Employer.

(b) The Employer shall not lockout the employees during the term of this Agreement. The term "lockout" refers to an Employer-ordered shutdown called for the purpose of gaining a bargaining advantage over the Union, and does not include a shutdown caused by any other reason including but not limited to a work stoppage by another union.

## **10. IATSE ACCESS TO PREMISES**

The Business Representative of the IATSE is to be admitted at all times to the areas wherein work covered by this Agreement is done for legitimate IATSE activities related to the fulfillment of the Agreement. In no event shall such Representative interrupt any employee's duties or interfere in any way with production.

## 11. MINIMUM CALL

The daily minimum call will be eight (8) hours, except as follows:

- (a) In the case of utility or utility trainee, minimum call will be five (5) hours when “off production”; there shall be no more than three utility trainees so utilized on any such “off production” call.
- (b) In the case of videotape operator, minimum call will be five (5) hours on pre-tape days only.
- (c) In the case of makeup and hair, minimum call will be five (5) hours on pre-tape days or photo sessions.
- (d) In the case of StageCraft, minimum call will be five (5) hours when “off production” (i.e., other than the shooting crew) or when assigned as supplemental crew to the “on production” shooting crew (e.g., additional crew for setting or striking swing sets or for food preparation).

## 12. CHANGE AND CANCELLATION OF CALLS

Change of Calls:

- (a) For employees on the employer’s payroll, call times may be changed if notified before the end of the employees’ shift or within six (6) hours notice on the day of the call, provided that such notice is given after 7:00 a.m. on the day of the call.

Cancellation of Calls:

- (a) No calls may be cancelled after the employee has been dismissed;
- (b) If, at the time of a call, the employee called is not on the employer’s payroll, such call may not be cancelled;
- (c) Employee’s calls may be cancelled if the employee is notified before 8:00 p.m. on the day preceding the call.

## 13. WAGE SCALE

The basic minimum scale for employees covered by this Agreement shall be as follows. Unless otherwise specified, the minimum weekly scale will be five (5) times the minimum daily scale or forty (40) times the minimum hourly scale.

CLASSIFICATIONS	BASIC MINIMUM SCALE
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	Hourly/Daily	Weekly
Director of Photography	\$ 62.41	\$ 2,272.29
Technical Director	\$ 63.35	\$ 2,308.83
Video Control	\$ 55.50	\$ 2,060.34
Mixer	\$ 62.41	\$ 2,272.29
A2	\$ 55.50	\$ 2,060.34
PA/Band Mixer	\$ 55.50	\$ 2,060.34
Camera	\$ 55.50	\$ 2,060.34
Boom Operator	\$ 55.50	\$ 2,060.34
Head Utility	\$ 50.74	\$ 1,962.40
Utility	\$ 50.74	\$ 1,962.40
Boom Push (util)	\$ 50.74	\$ 1,962.40
Digital Utility	\$ 36.47	\$ 1,335.57
Digital Imaging Technician	\$ 69.73	\$ 2,555.90
Utility Trainee	\$ 30.93	---
VT Operator	\$ 41.96	\$ 1,573.54
Tape Editor	\$ 62.41	\$ 2,272.29
Tape Editor Assistant	\$ 55.50	\$ 2,060.34
Key Costumer (on-call) <sup>1</sup>	\$ 336.50	\$ 1,488.75
Wardrobe Handler <sup>2</sup>	\$ 32.18	\$ 1,287.02
Tailor/Seamstress	\$ 32.18	\$ 1,287.02
Head Make-Up	\$ 49.28	\$ 1,784.03
Head Hair	\$ 43.24	\$ 1,572.07
Asst Make-Up	\$ 49.28	\$ 1,784.03
Asst Hair	\$ 43.24	\$ 1,572.07
Studio Teacher (on-call) <sup>1</sup>	\$ 427.25	\$ 2,395.21
Script Supervisor (weekly on-call)	---	\$ 1,516.51
Script Supervisor (daily per-hour)	\$ 40.88	---
Script Coordinator	\$ 16.15	---
Writers' Room Asst	\$ 14.15	---

<sup>1</sup> On-call rates shall be a flat rate for all work done per episode except that a 6th or 7th consecutive day shall be paid per the overtime rules in Article 18. Cleanup or wrap work that falls outside of the normal work week and does not involve a 6th or 7th consecutive day shall not be additionally paid.

<sup>2</sup> Duties may include: Assist Key Costumer; do fitting, handling, dressing of actors; stand by on productions; assist in selection of costumes for productions, check costumes in and out; do repairs and alterations.

Art Director (weekly on-call) <sup>1</sup>	---	\$ 3,172.78
Art Director (daily on-call) <sup>1</sup>	\$ 634.56	---
Asst. Art Dir. (weekly on-call) <sup>1</sup>	\$ 365.00	\$ 1,821.38
Key Grip	\$ 48.36	\$ 1,782.57
Best Boy Grip	\$ 39.96	\$ 1,458.04
Grip	\$ 39.96	\$ 1,458.04
Prop Master	\$ 48.36	\$ 1,782.57
Asst. Props	\$ 39.96	\$ 1,458.04
Lead	\$ 39.96	\$ 1,458.04
Set Decorator (on-call) <sup>1</sup>	\$ 365.00	\$ 1,821.38
Swing	\$ 39.96	\$ 1,458.04
Gaffer	\$ 48.36	\$ 1,782.57
Best Boy Electric	\$ 39.96	\$ 1,458.04
Board Operator	\$ 40.90	\$ 1,465.67
Electrician	\$ 39.96	\$ 1,458.04
Stagecraft Head	\$ 48.36	\$ 1,782.57
Stagecraft Other	\$ 39.96	\$ 1,458.04
Stagecraft Trainee	\$ 30.93	---

Effective July 1 of each succeeding year of this Agreement the above rates shall be increased by the same percentage amount as is granted in the then-most-recent adjustment to the Industry Basic Videotape Supplement.

There shall be no more than one (1) utility trainee per crew "on production," and there shall be no more than one (1) StageCraft trainee per Head "on production." The trainee rate shall be paid to an employee for not longer than nine (9) months. An unsupervised trainee shall receive the journeyman's rate of the position he is filling.

#### **14. PAYROLL WEEK**

The established payroll week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday.

#### **15. PAYDAY**

The regular payday will be on Thursday except in case of holiday or emergency.

#### **16. REGULAR WORK DAY**

A work day shall consist of the elapsed hours from the time an employee reports to work until the completion of his assignment, and may be scheduled to start at any time. All such elapsed



hours, excluding meal time, shall be considered as time worked, for which the employee shall be entitled to be paid. A regular work day in any event will consist of not less than eight (8) consecutive hours (except as stated in Article 11), excluding first meal period taken. A work day starting on any day and continuing into the following day shall be credited to the preceding calendar day.

#### **17. WORK WEEK**

(a) For overtime purposes, the regular work week shall consist of any five (5) consecutive days out of seven (7) consecutive days, commencing with the first of such five (5) days.

(b) The guaranteed pay of weekly employees who absent themselves may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence; similarly, episodic employees will be subject to a pro-rata reduction for each day of absence.

#### **18. OVERTIME PAY**

Overtime shall be paid as follows:

(a) One and one-half (1-1/2) times the basic hourly rate after eight (8) hours worked per day; likewise after forty (40) hours worked per week;

(b) One and one-half (1-1/2) times the basic hourly rate for hours worked on the sixth (6th) or seventh (7th) days of a work week. Saturday and Sundays are straight-time days unless such day is the employee's sixth or seventh consecutive day.

(c) Two (2) times that basic hourly rate for hours in excess of twelve (12) hours worked on any work day.

#### **19. TURNAROUND**

There shall be a minimum of eight (8) hours' rest between the end of an employee's original schedule (or any extension thereof) on any regular work day and the start of the next for pilots, daytime serials, and the first season of any program.

The rest period for production employees employed on an award show or the second and subsequent season of any program (other than a daytime serial) shall be ten (10) hours.

The rest period for post-production employees who are assigned to an award show or the second or subsequent season of a program (other than a daytime serial) shall be nine (9) hours following dismissal.

The rest period for production employees employed on a one-time program (other than an awards show) and who works fourteen (14) or more hours on two (2) consecutive days on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off.

The rest period for post-production employees employed on a one-time program (other than an awards show) and who works fourteen (14) or more hours on two (2) consecutive days on the same production shall be nine (9) hours on the second consecutive day so worked and continuing each day thereafter that the employee works on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off.

The Employer may assign work to employees within the above turnaround period, and in such event will pay a penalty on one-half (1/2) straight time for each hour worked during the above turnaround period only.

In determining the turnaround period applicable to a weekly employee's day(s) off (or to a daily employee who has worked five consecutive days within a seven consecutive day span), one (1) day off shall consist of thirty-two (32) consecutive hours, and two (2) days off shall consist of fifty-six (56) consecutive hours.

## **20. COURTESY HOUSING/ALTERNATIVE TRANSPORTATION**

(a) Upon request of an employee who is required to work in excess of fourteen (14) hours in the studio zone or twelve (12) hours in the secondary zone<sup>3</sup>, and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense. Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

(b) Upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area or in a "Production Center" (as defined below) and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.<sup>4</sup> The Employer shall have no responsibility for the personal vehicle of an

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<sup>3</sup> The studio zone and secondary zone are as defined in the then-current Producer-IATSE and MPTAAC Basic Agreement.

<sup>4</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

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

## **21. INTERCHANGE AND WORK IN HIGHER CLASSIFICATIONS**

Employees may be interchanged in the performance of the various functions. Any employee who is assigned to perform work in a higher-paid classification for two (2) hours or more in one day shall receive the higher rate of pay for the day. Provided, that the Employer in the exercise of interchange rights, (1) shall continue to observe "primary function" initial hiring practices with respect to the stagecraft personnel, and (2) will not change the employee's "primary function" assignment to that of a different classification for other day(s) unless both of the following facts are present:

- (a) The assignment is being made to fulfill a "better conditions" hours guarantee (typically 46 or 56 hours per production week); and
- (b) The employee possesses the requisite dual skills for both assignments.

## **22. COMPOUNDING**

There shall be no compounding or pyramiding of the various forms of premium pay specified in this Agreement. For this purpose, meal penalties are not deemed premium pay.

## **23. MEAL PERIODS**

(a) Meal periods designed by the Employer are to begin not earlier than the end of the second (2nd) hour of work and not later than the end of the sixth (6) hour of work. An employee will not be scheduled for more than one (1) meal period during the eight (8) hours of work.

(b) Meal periods are deducted from work time, but not more than one meal period shall be deducted during the minimum call. A second meal period may be deducted from work

time for those who work in excess of minimum call. The minimum guarantee of work time after the second meal period shall be 1-1/2 hours, but that guarantee does not apply when such meal is supplied at Employer's expense. Meal periods shall not be less than one-half (1/2) hour, nor more than one (1) hour. This paragraph (b) is intended to be applied in the manner as the comparable provision in the IATSE Basic Agreement.

(c) Increase the meal penalty for employees on television motion pictures shooting in a studio to \$8.50 for the first half-hour delay or fraction thereof; to \$11.00 for the second half-hour of delay or fraction thereof; and to \$13.50 for the third and each succeeding half-hour delay or fraction thereof.

(d) The Employers and the IATSE agree that they will work with the DGA and/or production executives on both the East and West Coasts 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.

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.

The above penalty rules will also apply to subsequent meal periods that extend beyond six-and-one-half (6-1/2) hours from the end of the preceding meal period, until the Employer calls a meal period. All meal penalties will be figured in 1/2-hour increments.

(e) Missed Meals - On non-supervised calls (such as wardrobe or prop shopping), it is permissible (with prior approval) to skip the meal and be paid for a missed meal. A missed meal payment is equal to the first plus the second half-hour meal penalty payments.

## **24. VACATIONS**

(a) The Employer shall provide an annual vacation accrual payment to each eligible employee at the rate of 4% of straight time (or guaranteed weekly) applicable earnings. "Applicable earnings" shall be defined as all regular straight-time earnings for any services rendered to the Employer by the employee on production of network prime-time programs during the applicable preceding production season. Services rendered on production of programs which are not network prime-time, such as game shows and talk shows, are excluded from "applicable earnings." Provided, however, that services for "Jeopardy!" and "Wheel of Fortune" shall, due to their relatively high level of network program fees and margins, be deemed included in applicable earnings for so long as they continue to enjoy comparable program fees and margins. If and when other particular excluded programs reach a consistent level of program fees and margins comparable to "Jeopardy!" and "Wheel of Fortune," the parties will discuss in good faith the possible future inclusion of such other programs within the definition of "applicable earnings."

(b) Such vacation payments shall be issued annually (based on July 1-June 30 year) to the employees, with the usual required deductions/withholdings

(c) Such vacation payments are to be paid from the Employer's general assets, and do not involve trust funds.

## **25. HOLIDAYS**

(a) The following shall be Holidays under this Agreement: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after Thanksgiving, and Christmas Day. If additional or replacement holidays are negotiated into the Greenbook Videotape Supplement, they shall also be incorporated into this Agreement on the same basis.

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

(b) The Employer shall pay each employee 3.719% of the employee's annual straight work time earnings, as payment for holidays not worked (subject to offset for any pay for unworked holidays received).

(c) Weekly and episodic employees will be paid for holidays which fall within their regularly scheduled work period (week or episode). Weekly and episodic employees who work on a holiday shall receive their holiday pay and, in addition, shall be paid at their regular rate of pay; and, if that workday exceeds eight (8) hours of work they shall be paid overtime premium (per Article 18) using their regular hourly rate as the base.

(d) Daily employees who work on a designated holiday shall be compensated for work on such holiday at one and one-half (1 -1/2) times the regular basic hourly rate. After twelve (12) hours worked, the rate shall be two times the regular basic hourly rate.

## **26. LOCAL TRAVEL**

(a) If the Employer requires the employee to use his own vehicle, the employee shall be compensated for such use at not less than the I.R.S. maximum allowable rate.

(b) When the Employer requires an employee to report for an assignment away from the Employer's studios, but within the Industry's 30-mile Studio Zone, then work time will begin at the zone location.

## **27. DISTANT LOCATION TRAVEL**

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

(a) When any employee travels as part of a normal work shift, actual travel time shall be considered work time.

(b) On a day when an employee only travels, travel time is subject to a five (5) hour minimum call and shall begin at the place of travel departure designated by Employer.

(c) When travel is continuous on a carrier or when travel is interrupted and employees are provided with quality sleeping facilities, no work time credit will be allowed beyond eight (8) hours.

(d) The employee's necessary traveling expenses, meals and lodging shall be made available at the Employer's expense. The Employer shall furnish transportation to and from distant location. Employer 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.

(e) Employees on distant location shall be entitled to single room housing where it is available.

(f) Employer will direct the employee that he must use the Employer's form of transportation to distant location. In those instances where Employer purchases public air transportation to and from such location site, the Employer may purchase tickets refundable only to Employer.

## **28. ON-CAMERA APPEARANCE**

Employees specifically directed for an "on-camera" appearance on a program shall be paid prevailing AFTRA or SAG scale (as the case may be). Permission of any employee must be obtained prior to a planned "on-camera" appearance.

## **29. TRAINING TRUST**

The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement for each employee in a craft or classification covered by this Agreement in the amount of \$.15 per hour for each hour worked by such employee, up to a maximum of twelve (12) hours per day, excluding, however, wages paid to employees for which contributions to the Contract Services Administration Trust Fund are required. All contributions to the Fund shall be payable no later than the fifteenth (15<sup>th</sup>) day of the month for the hours worked in the preceding month. All contributions shall be payable to IATSE Training Trust Fund, PO Box 51317 Los Angeles, CA 90051-5617, along with a list of all covered employees and the total number of hours worked or was guaranteed per employee in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and

procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as per the above referenced collective bargaining agreement.

### **30. BENEFIT PLANS**

The Employer agrees to contribute to the several trust funds established and covered by the 2018 Producer-IATSE Basic Agreement, including the Motion Picture Pension Plan, Motion Picture Health and Welfare Fund, Motion Picture Retiree's Health and Welfare Fund, and the Individual Account Plan, and to contribute to said trust funds on the same basis as uniformly required of the other employer parties.

### **31. NOTIFICATION OF PRODUCTION**

The Employer shall provide written notice to the IATSE West Coast Office with the following information, if known (or may submit the information, if known, in the form of a Project Information Sheet) for each program covered under this Agreement no later than two (2) weeks after opening a production office for such production.

Such notice shall contain at least the following information, if known: project title; type of television program recorded digitally; number of episodes in the initial order; production office address and phone number; and Payroll service, if applicable.

The foregoing requirement is satisfied by providing a notice (or Project Information Sheet) at the commencement of production of the first season of a program.

It is understood and agreed that only one (1) notice or Project Information Sheet need be submitted for said production.

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

### **32. SAFETY/ REPORTING OF ACCIDENTS**

No employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb, or for making a good faith report to the First Assistant Director/Associate Director or the Unit Production Manager/Executive In Charge or his or her supervisor relating to the safety of another employee exposed to a clear and present danger to life or limb.

### **33. IATSE PAC**

The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee ("IATSE PAC") as the employee has authorized in writing to be deducted. The employer will issue a single check for

all employees' deductions payable to the IATSE PAC and remit same directly to the IATSE PAC with the following information: (1) the name of each employee for whom a deduction has been made, (2) the employees' social security number, (3) the amount of the deduction. The Union will indemnify and hold harmless the Employer from any and all liability arising from deductions provided for in this action. The foregoing may be assigned to the Employer's payroll service for administration.

### 34. CONFLICT WITH LAWS

If any clause herein shall be determined to be illegal by a court or body of competent jurisdiction, the rest of the Agreement shall not thereby fail or be rendered null and void or inapplicable, but shall continue in full force and effect and only the illegal clause shall thereby be rendered null and void.

### 35. ENTIRE AGREEMENT

(a) The Employer is not bound by any past practices or understanding with any labor organization, except that past practice may be used in interpreting or applying an express term of this Agreement, but shall not be used to add to or modify the express terms of this Agreement.

(b) All rights and powers not expressly limited by the terms of this Agreement are retained by the Employer. This Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment and similar or related subjects, and during the term of this Agreement neither the Employer nor IATSE will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

For Beachwood Services Inc.:

Brenda McAdams

Brenda McAdams  
President

4/10/19

Date

For the International Alliance of Theatrical Stage Employees:

DocuSigned by:

Michael F. Miller, Jr.

855F26894DA44E4...

Michael F. Miller, Jr.  
International Vice President / Department  
Director, Motion Picture and Television  
Production

5/2/2019

Date



February 2, 2019

Mr. Mike Miller  
I.A.T.S.E.  
10045 Riverside Drive  
Toluca Lake, CA 91602

Dear Mike,

We believe that the language of our Agreement adequately describes the Employer's rights and obligations regarding IATSE jurisdiction. Nonetheless, I am furnishing you with the following examples of current practices in order to avoid future misunderstandings. It is understood that these kinds of practices may be continued in the future. Also, items 3 and 5 have been requested by your locals and serve to clarify procedures or definitions.

1. Editing – Editing functions may be arranged for separately by tenant companies, rather than performed by BSI.
2. Art Directors – When the occasion arises where BSI would need to hire an Art Director for a period less than a week, BSI may contact IATSE Local 800 and both parties will determine the need for a daily on-call rate (such agreement not to be unreasonably withheld) and what that rate should be for that assignment.
3. Definition of Assistant Art Director – Anyone covered by this agreement who aids the Art Director under the direction of the Art Director. An Assistant Art Director cannot be assigned to a program unless an Art Director has been assigned to work on that program. Art Directors and/or Assistant Art Directors function in the set decorating capacity.
4. While it is the intention of the Employer to use the employees covered by this Agreement with respect to the furnishing by the Employer of basic on-production services, it is understood that the Employer reserves the right to assign or subcontract work to entities or persons not covered by this Agreement, especially in the case of incidental and/or specialty work such as purchased or rented bleacher installation and removal (as distinguished from turning), set construction and special effects bid to outside suppliers, equipment maintenance and repair (e.g., lighting equipment and electronic equipment) and plant maintenance/construction functions, including cleaning services, floor buffing and refinishing.
5. Costume Designers – When selecting costume designers, BSI retains sole discretion but will give consideration to members of Local 892 or to others who appear by training and experience to qualify for a career as a costume designer and who are holding themselves available for such employment. If BSI uses a Local 892 Costume Designer as either a Costumer or a Costume Designer, a screen credit may be given only in the form of "Costume Designer," "Costumes Designed by," or "Costumes by," and those credits shall not be granted to others.
6. Second Videotape Operator on the same show can be employed at the Utility rate.

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Mike Miller


February 2, 2019


7. Craft Services – Whenever BSI provides preparation and service of food and beverage for the crews, it shall utilize Local 80 workers, except that such obligation is not triggered if the work involved is merely the stocking and re-stocking of simple pre-prepared items such as donuts, Danish or other snack items.
8. Bereavement Leave – In the event that during the term of this agreement the “Green Book” is amended to provide Bereavement Leave, BSI shall adopt that same benefit and terms/conditions into this Agreement

Sincerely,

AGREED

  
\_\_\_\_\_  
Brenda McAdams  
President, BSI

DocuSigned by:  
  
\_\_\_\_\_  
355F26894DA44E4...  
Mike Miller  
Int'l VP/Dept. Dir. MPTV, IATSE

  
\_\_\_\_\_  
Date

5/2/2019  
\_\_\_\_\_  
Date