

MEMORANDUM AGREEMENT

It is agreed between the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA (IATSE) and _____ (“Producer”) as follows:

1. The terms of this Memorandum Agreement will constitute special conditions that will apply to the IATSE and the Producer regarding productions, including but not limited to, award shows, specials, or other variety shows, whether recorded or distributed live, for broadcast, live streaming or other distribution.
2. The Producer will apply the same wages, terms and conditions of employment of the-then current Producer - IATSE and MPTAAC Videotape Electronics Supplemental Agreement (“Videotape Agreement”), to all Audio Department employees and employees hired from Los Angeles except that:
 - a. The seniority roster provisions shall not apply to employees employed in the classifications herein set forth.
 - b. There shall be no vacation pay and no pay for unworked holidays.
 - c. 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; double time shall be paid for each hour worked after twelve (12) elapsed hours.
 - d. The second meal, and any subsequent meals, are non-deductible.
3. The Producer agrees to have the necessary crew required by the Videotape Agreement on the above production within the classifications of the jurisdiction of the IATSE West Coast Local Unions, except to the extent that stage craft work is covered by a separate collective bargaining agreement.
4. The Producer agrees that fringe benefit contributions will be payable to the appropriate plan as follows:
 - a. For those Los Angeles based employees hired under the terms of the Videotape Agreement, the benefit contributions contained in that agreement are applicable.
 - b. For Camera Department employees, Post-Production employees and Publicists, and those Local 52 represented employees hired in or hired to work in New York or that part of New Jersey which is within a 65-mile radius of Columbus Circle covered under the Motion Picture Industry Pension and Health Plans contributions shall be made to the MPIPHP for all hours worked or guaranteed at the then current rates established by the MPIPHP pursuant to the MPIPHP Trust Agreement.
 - c. For those employees not covered by the Motion Picture Industry Pension and Health Plans, the employer shall contribute ten percent (10%) of the gross wages to the IATSE National Health and Welfare Fund and ten (10%) of the gross wages to the IATSE National Annuity Fund on behalf of each of its employees covered by this memorandum.
 - d. The IATSE Funds’ Trust Agreements and Policies

The Producer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each of the following: (1) IATSE National Health and Welfare Fund, (2) the IATSE National Pension Fund, and (3) the IATSE Annuity Fund, each as restated September 22, 2005, and as amended, respectively, and each respective Fund’s Statement of Policy and the contributions due as per this Agreement.
5. Nothing in this agreement shall prevent an employee from negotiating and obtaining from the Producer better conditions and terms of employment than those contained in this Agreement.
6. The Producer will apply the same wages, terms and conditions of employment of the-then current Producer - IATSE and MPTAAC Videotape Electronics Supplemental Agreement (“Videotape Agreement”) as modified

above to all Camera Department employees, Post-Production employees, and Publicists, however, it is understood that for Local 600 and 700 represented employees not hired out of Los Angeles working on productions within a 100-mile radius of Columbus Circle, Manhattan, those wages, terms and conditions shall be further modified by the Addendum to the Producer - IATSE and MPTAAC Videotape Electronics Supplemental Basic Agreement. It is also understood that stage craft work is covered by a separate collective bargaining agreement between the employer and the appropriate IATSE Stage Local.

- 7. The Producer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of fifteen cents (\$.15) per hour for each hour worked or guaranteed per employee covered by this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the twentieth (20th) day of the month for the hours worked in the preceding month. All contributions shall be payable to IATSE Entertainment and Exhibition Industries Training Trust Fund (IATSE Training Trust Fund), and sent to PO Box 51317 Los Angeles, CA 90051-5617, along with a list of all covered employees the total number of hours worked or was guaranteed per employee in the reported month. Producer 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.
- 8. Voluntary Political Contributions: The Producer 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. At least once a month, the Producer will issue a single check for deductions payable to the IATSE PAC and remit same directly to the IATSE PAC. Along with the check, the Producer will provide the PAC with the following information: (1) the name of each employee for whom a deduction has been made, (2) the employee's social security number, and (3) the amount of the deduction. Employees who wish to cancel or modify their deduction will sign a card supplied by the Union for such purpose. The Union will be responsible for obtaining any refund from the IATSE PAC. The Union will reimburse the Producer annually for all costs incurred in administering this deduction and will indemnify and hold harmless the Producer from any and all liability arising from deductions provided for in this section. Administration of the forgoing may be assigned to the Producer's payroll service. The Producer or its payroll company will provide a PAC deduction form to each employee. This Article shall not be operative in Canada unless and until the IATSE establishes a PAC in compliance with Canadian law.
- 9. This Memorandum of Agreement shall be effective when signed in counterparts.
- 10. This Memorandum of Agreement shall be in effect as of October 1, 2021 through September 30, 2024.
- 11. Producer shall execute any additional documents required in order to fully effectuate this Agreement.

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

By: _____

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

Print Name: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO THE PRODUCER – I.A.T.S.E. AND M.P.T.A.A.C.
VIDEOTAPE ELECTRONICS SUPPLEMENTAL BASIC AGREEMENT OF 2021**

This shall serve as an addendum to THE PRODUCER – I.A.T.S.E. AND M.P.T.A.A.C. VIDEOTAPE ELECTRONICS SUPPLEMENTAL BASIC AGREEMENT OF 2021. Unless otherwise modified herein, all terms and conditions shall remain in full force and effect.

Except for those employees hired in the County of Los Angeles to perform services outside the County of Los Angeles, the following provisions shall be applicable to employees working in classifications represented by Local 600, 700, 52 and audio classifications represented by Local 100 I.A.T.S.E. working on productions within a 100-mile radius of Columbus Circle, Manhattan.

a) MEAL PERIODS AND MEALS:

- a) Meal periods shall begin no earlier than three (3) hours and no later than six (6) hours from the start of the workday or the previous meal period.
- b) The second meal, and any subsequent meals, are non-deductible.
- c) The meal penalty for improperly spaced meals shall be computed as follows:

Meals occurring outside of the prescribed period will require a payment of one (1) hour of overtime pay for each half (1/2) hour of invasion to be added at the end of the work day.

b) GOLDEN HOUR PROVISIONS:

The Golden Hour pay rates will commence after twelve elapsed hours.

c) CALL-BACKS:

- a) There shall be a ten (10) hour daily rest period between the termination of work on one call and the commencement of work on the next call.
- b) There shall be a fifty-four (54) consecutive hour rest period after the last day worked in a five day work week, and a thirty-four (34) hour rest period after the last day worked in a six day work week.
- c) In the event less than a ten (10) hour rest period is allowed (or a 34 or 54 hour rest period in the case of a five day or six day work week) between the termination of work on one call and the commencement of work on the next call, the employee shall be paid one hour of triple time, in half-hour increments, for the invaded hours. Turnaround is based from “portal to portal.”
- d) In the New York metropolitan area, if an employee is required to report to a location 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 an employee is required to report to a location outside the area between 125th Street and the Battery the next 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 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.

e) HOLIDAYS:

- a) The following days shall be recognized as holidays: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

f) VOLUNTARY POLITICAL CONTRIBUTIONS:

The Producer 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. At least once a month, the Producer will issue a single check for deductions payable to the IATSE PAC and remit same directly to the IATSE PAC. Along with the check, the Employer will provide the PAC with the following information: (1) the name of

each employee for whom a deduction has been made, (2) the employee's social security number, and (3) the amount of the deduction. Employees who wish to cancel or modify their deduction will sign a card supplied by the Union for such purpose. The Union will be responsible for obtaining any refund from the IATSE PAC. The Union will reimburse the Producer annually for all costs incurred in administering this deduction and will indemnify and hold harmless the Producer from any and all liability arising from deductions provided for in this section. Administration of the forgoing may be assigned to the Producer's payroll service. The Producer or its payroll company will provide a PAC deduction form to each employee. This Article shall not be operative in Canada unless and until the IATSE establishes a PAC in compliance with Canadian law.

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