

## **2024-2027 BSI-IATSE VIDEOTAPE AGREEMENT**

This AGREEMENT is made and entered into as of September 3, 2024, 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, Stills Photographer, 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 August 1, 2024 and shall continue in effect to and including August 31, 2027. 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 reaffirm their commitment to a policy of non-discrimination in connection with the engagement of employees under this Agreement on the basis of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, marital status, Union membership or any other basis prohibited by applicable law.

## **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 the employee's 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 which is subject to review or grievance. An employee also

may be terminated during the employee's 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 the employee's 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 Employer-IATSE Basic Agreement. Such arrangements shall not be deemed (1) to bind the Employer in any way to the Employer-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 the department head's 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 regular panel of arbitrators listed in the Producer-IATSE Basic Agreement.

(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.

**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.

CLASSIFICATION	BASIC MINIMUM SCALE	
	Hourly/Daily	Weekly
Director of Photog.	\$78.92	\$3,156.80
Technical Director	\$80.12	\$3,204.80
Video Control	\$70.19	\$2,807.60
Mixer	\$78.92	\$3,156.80
A2	\$70.19	\$2,807.60
Op Eng	\$70.19	\$2,807.60
PA / Band Mixer	\$70.19	\$2,807.60
Camera (ped)	\$70.19	\$2,807.60
Camera (jib or handheld)	\$70.19	\$2,807.60
Stills Photographer	\$70.19	\$2,807.60

Boom Operator	\$70.19	\$2,807.60
Head Utility	\$64.16	\$2,566.40
Utility	\$64.16	\$2,566.40
Boom Push (util.)	\$64.16	\$2,566.40
Digital Utility	\$46.12	\$1,844.80
Digital Imaging Technician	\$88.17	\$3,526.80
Utility Trainee	\$39.11	---
VT Operator	\$53.07	\$2,122.80
Tape Editor	\$78.92	\$3,156.80
Tape Editor Assistant	\$70.19	\$2,807.60
Key Costumer	\$54.36	\$2,174.40
Asst Costumer	\$42.31	\$1,660.00
Wardrobe Handler <sup>1</sup>	\$42.31	\$1,660.00
Tailor/Seamstress	\$42.31	\$1,660.00
Head Make-up	\$62.32	\$2,492.80
Head Hair	\$62.32	\$2,492.80
Asst Make-up	\$62.32	\$2,492.80
Asst Hair	\$62.32	\$2,492.80
Teacher (on-call) <sup>2</sup>	\$540.26	\$2701.30
Script Super (weekly on-call)	---	\$1,917.64
Script Super (daily-per hr)	\$51.69	---
Script Coord	\$29.21	---
Writers' Room Asst	\$29.21	---
Art Director (weekly on-call) <sup>2</sup>	---	\$4,012.01
Art Director (daily on-call) <sup>2</sup>	\$802.40	---
Asst Art Dir (weekly on-call) <sup>2</sup>	\$461.56	\$2,307.80
Key Grip	\$61.15	\$2,446.00
Best Boy Grip	\$50.53	\$2,021.20
Grip	\$50.53	\$2,021.20
Grip Trainee	\$39.11	---
Prop Master	\$61.15	\$2,446.00
Asst Props	\$50.53	\$2,021.20
Lead	\$50.53	\$2,021.20
Set Decorator (on-call) <sup>2</sup>	\$480.01	\$2,349.22
Swing	\$50.53	\$2,021.20

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<sup>1</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.

<sup>2</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.



Swing Trainee	\$39.11	---
Gaffer	\$61.15	\$2,446.00
Best Boy Electric	\$50.53	\$2,021.20
Board Operator	\$52.43	\$2,097.20
Electrician	\$50.53	\$2,021.20
Stagecraft Head	\$61.15	\$2,446.00
Stagecraft Other	\$50.53	\$2,021.20
Stagecraft Trainee	\$39.11	---

Effective July 31 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. Set Decorator, Asst. Costumer, Wardrobe Handler, and Tailor/Seamstress Hourly/Daily rates shall be increased by an additional 4% and Weekly rates shall be increased by an additional 2% each July 31.

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 the employee’s 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) day of a work week. Beginning on July 31, 2023, double time shall be paid for the employee's seventh day of work within a workweek. 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.

(d) To discourage excessively long workdays, hours worked beyond fifteen (15) elapsed on any day other than the sixth and seventh day in an employee's workweek shall be paid at three (3) times the employees straight time hourly rate. On the sixth or seventh day worked, four and a half (4.5) times the employee's straight time hourly rate shall be paid.

## **19. TURNAROUND**

### **(a) Daily Rest Period**

(1) The daily rest period shall be ten (10) hours. If the daily rest period is invaded by no more than two (2) hours when employed at a studio or by no more than one (1) hour when working on a nearby location or when transported from a studio to a location within the thirty (30) mile zone (or secondary studio zone), the employee shall be paid additional straight time for all such invaded time, paid in hour increments.

(2) Intervening time of less than five (5) hours between dismissal and call-back to work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) hours, such time may be applied as part of the

“callback” guarantees below. All employees are paid at their scheduled Regular Basic Hourly Rates as provided in Article 13.

Minimum Guarantees for “Call-backs” During Daily Rest Period Following Dismissal		
Classification	Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee’s Workweek	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

\*The above “call-back” guarantees for the sixth or seventh day worked in an employee’s workweek or holiday do not apply when employee reports to work on such days within the appropriate daily rest period following dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as provided in Article 11.

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

(b) Weekend Rest Period<sup>3</sup>

(1) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

- (i) The fifth day of the workweek is no longer than twelve (12) hours worked; and either

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<sup>3</sup> If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

(ii) (A) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

(B) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours;

or

(C) work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the course of the employee's work shift.

(iii) Employer may utilize the foregoing exceptions:

(A) no more than once every six (6) weeks on episodic series; and

(2) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

(3) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours between the fifth day worked and the seventh day of the workweek, inclusive of the daily rest period.

(4) The penalty for invasion of the weekend rest periods set forth in subparagraph (b)(1)-(3) above shall be payment of additional straight time for the invaded hours only.

(5) The rest periods set forth in subparagraph (b)(1)-(3) above do not apply to a workweek shift.

(c) Rest periods shall be measured from: (1) dismissal when the employee is employed in the studio or studio zone; (2) the time the employee is deemed to have reached the perimeter of the Los Angeles thirty-mile zone for employees working in the secondary studio zone<sup>4</sup>; or (3) the time the employee is deemed to have reached the place of reporting when working on a nearby location.

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<sup>4</sup> The studio zone and secondary zone are as defined in the then-current Producer-IATSE and MPTAAC Basic Agreement.

## 20. COURTESY HOUSING/ALTERNATIVE TRANSPORTATION

(a) When an employee is required to work in excess of fourteen (14) hours in the studio zone or twelve (12) hours in the secondary zone<sup>5</sup>, Employer shall offer 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 inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Employer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt. Courtesy housing, when offered, must be available to the employee for at least the applicable daily rest period, or until the employee's call time, whichever is earlier.

(b) Employer shall provide secured parking for employees utilizing courtesy housing/round trip transportation when the employee's vehicle is left at the production location. If an employee has driven to the worksite when Employer offered the employee transportation, Employer shall have no responsibility for the personal vehicle of the employee-.

(c) Employer shall include information on the call sheet informing employees of these new provisions obligating the Employer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production. Employer shall also include a joint message from the Employer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

Provision of courtesy housing shall not trigger distant location terms and conditions.

(d) When an employee 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), Employer shall offer the employee either courtesy housing or round trip transportation, at the Employer's election. Round trip transportation shall be from the designated crew parking area to home and return at the Employer's expense.<sup>6</sup> Employees shall not be required to secure their own courtesy housing or round trip transportation. Employer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance,

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<sup>5</sup> The studio zone and secondary zone are as defined in the then-current Producer-IATSE and MPTAAC Basic Agreement.

<sup>6</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt.

Employer shall inform employees of the availability of courtesy housing or round trip transportation.

Courtesy housing, when offered, must be available to the employee for at least the applicable daily rest period, or until the employee's call time, whichever is earlier.

Employer shall provide secured parking for employees utilizing courtesy housing/round trip transportation when the employee's vehicle is left at the production location. If an employee has driven to the worksite when Employer offered the employee transportation, Employer shall have no responsibility for the personal vehicle of the employee-.

Employer shall include information on the call sheet informing employees of these new provisions obligating the Employer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production. Employer shall also include a joint message from the Employer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

Provision of courtesy housing shall not trigger distant location terms and conditions.

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 one-half (1/2)hour meal delay or fraction thereof; to \$11.00 for the second one-half (1/2)hour of meal delay or fraction thereof; to \$13.50 for the third and fourth one-half (1/2)hour meal delay or fraction thereof; and, to \$25.00 for the fifth and each succeeding one-half (1/2) hour meal delay or fraction thereof.

(d) For any workweek in which an employee is entitled to more than twenty (20) meal penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (1/2) hour of meal delay or fraction thereof.

(e) 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 one-half (1/2)-hour increments.

(f) 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, Dr. Martin Luther King, Jr. Day Presidents' Day, Good Friday, Memorial Day, Juneteenth, 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 4.583% 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 double (2) times the regular basic hourly rate.

## **26. LOCAL TRAVEL**

(a) If the Employer requires the employee to use the employee's 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.

(g) IDLE DAYS: On distant location for any day not worked, all employees are guaranteed a four (4) hour pay allowance at straight time (not work time) plus pension and health contributions for eight (8) hours and shall keep themselves in readiness to serve the Employer during such period. There shall be no more than two idle days in a workweek.

## **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 then-current Employer-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.

In January of each year of the agreement, the Employer will provide a notice (or Project Information Sheet) for all ongoing projects.

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 the employee's 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. SEVERANCE PAY**

(a) General

- (1) (i) An employee employed for one (1) or more “qualified years” (as defined in the Basic Agreement under Paragraph 74 Severance Pay) whose employment is severed, or (ii) an employee who had at least one (1) qualified year 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 other private retirement plan, and who retires, shall receive weeks of pay (calculated at forty (40) hours per week at the employee’s actual hourly wage rate at the time of severance/retirement) as laid out in the chart below.
- (2) An employee shall receive a qualifying year for each calendar year in which they work at least one hundred and seventy (170) days<sup>7</sup> for the Employer (including paid vacation days as work days).

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

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<sup>7</sup> As to calendar year 2023 only, an employee shall be deemed to have a “qualified year” if the employee has worked at least ninety-four (94) days.

15	8
16	9
17	10
18	11
19	12
20	13

(3) An employee shall receive severance pay within ninety (90) days following the date of severance or within thirty (30) days following the date of retirement.

(b) Presentation of Claim for Severance Pay

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

(c) Severance Obligation of Successor Company

If a successor company buys out Employer and continues the operation of Employer's production, and if the buying company continues employee's employment, such employee shall retain with the buying company their appropriate severance pay experience credit accrued with Employer and their employment shall not be considered to be terminated for severance pay purposes as a result of such successor company's acquisition of Employer. If such employee is not so continued in employment by the buying company, then Employer is responsible for any severance pay due the employee at the time of termination. If such employee is offered employment by the buying company, but elects not to continue employment with the buying company, employee shall not be entitled to any severance pay from either Employer or buying company.

**36. PAID SICK LEAVE**

(a) **Accrual.** Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for Employer, up to a maximum of forty-eight (48) hours or six (6) days (up to a maximum of eighty (80) hours or ten (10) days, effective January 1, 2025). (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days for the Employer and after their ninetieth (90th) day (forty-fifth day, effective January 1, 2025) of such employment

with the Employer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year (forty (40) hours or five (5) days of sick leave per year, effective January 1, 2025), such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.) Employees employed outside California shall be eligible for such sick leave.

(b) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer for ninety (90) days (forty-five (45) days, effective January 1, 2025) (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days (no more than forty (40) hours or five (5) days, effective January 1, 2025) during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article.

(c) For employees employed on a daily basis (other than daily "on call" employees), a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. For daily "on call" employees, a day of sick leave pay shall be equal to the "on call" employee's daily rate (or fifty percent (50%) thereof if a four (4) hour increment of sick leave is taken). For employees employed on a weekly basis, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate (or fifty percent (50%) thereof if a four (4) hour increment of sick leave is taken). Replacements for weekly employees may be hired on a pro rata basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."<sup>8</sup> Sick

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<sup>8</sup> "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Employer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

(f) Employer shall include in the employee's start paperwork the contact information for the designated Employer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (i.e., calendar year or the employee's anniversary date) that the Employer selected to measure the thirty (30) day and ninety (90) day (forty-five (45) day, effective January 1, 2025) eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Employer elected to provide employees with a sick leave bank, the year period (i.e., calendar year or the employee's anniversary date) that the Employer selected for the bank of three (3) sick days (five (5) sick days, effective January 1, 2025) as provided in subparagraph (a) above. Employer also shall notify the West Coast office of the IATSE of the name and contact information of the designated Employer representative.

(g) Any Employer that, as of June 30, 2015, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time with respect to eligible employees working in California or that, as of February 1, 2022, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for the exercising of the employee's right to use paid sick leave.

(h) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.

### **37. ARTIFICIAL INTELLIGENCE**

#### **(a) Definitions**

The parties acknowledge that 'Artificial Intelligence' and 'AI' have become catchall names that generally refer to the ability of a machine-based system to apply analysis and logic-based techniques to solve problems or perform tasks and improve as it analyzes more data. An 'AI System' is any machine-based system that uses AI as a core function.

(1) **Machine Learning.** The parties acknowledge that machine learning ('ML') is a subset of AI that enables machines to develop algorithms, including via deep learning (as defined below), based on statistical inferences drawn from patterns in submitted training data, including,



but not limited to, diffusion models and large language models, for the purpose of performing tasks. Such tasks include, but are not limited to, predicting human behaviors, disseminating information and generating content.

(2) Generative Artificial Intelligence. The parties acknowledge that generative artificial intelligence ('Gen AI') refers to a subset of ML that generates new content including, but not limited to, text, video, audio, three-dimensional (3D) models, code, and images. A 'Gen AI System' is any machine-based system that uses Gen AI as a core function.

(3) Deep Learning. The parties acknowledge that deep learning refers to a subset of ML based on artificial neural networks that have multiple layers of connected artificial neuron nodes processing data.

(4) The terms 'Gen AI' and 'Deep Learning' are used for convenience and this provision shall also apply to any technology that is consistent with the foregoing definitions, regardless of its name or designation.

(b) Existing Technologies and Practices

The parties acknowledge that the Employers have historically used digital technologies, including without limitation so-called 'traditional AI' technologies programmed to perform specific functions (e.g., CGI, VFX, sound effects), and technologies such as those used during any stage of pre-visualization, pre-production, production, post-production, marketing and distribution and may continue to do so, consistent with their historical practices.

(c) New Technologies and Practices

(1) The parties acknowledge the importance of human contributions in motion pictures and the need to address the potential impact of the use of AI Systems on employment under the Basic Agreement, the Videotape Electronics Supplemental Basic Agreement and the West Coast Studio Local Agreements (collectively, the 'Agreements').

(2) Use of New Technologies

(i) An Employer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. Employer may require employees to use any AI System<sup>9</sup> or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the

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<sup>9</sup> Should the Producer agree to use an employee's own AI System, Producer and employee shall negotiate for reasonable reimbursement for such use.

use of the AI System, shall continue to be covered under the terms of the applicable Agreement while performing such work.

(ii) The Employer will not require an employee to provide prompts furnished by the employee in the performance of bargaining unit work in a manner that results in the displacement of any covered employee.

(iii) Should an employee use AI Systems in the performance of covered work, the employee will be required to adhere to the Employers' policies (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights), which shall be provided to the employee. In any event, the Employer retains the right to require that an employee obtain consent from the Employer before using AI Systems, and Employer retains the right to reject the use of AI Systems or any output from such use, including when the use could adversely affect the copyrightability or exploitation of the work or create other risks or liabilities for the Employer. Employer agrees to provide the International Union with any written policies governing the use of AI Systems by employees covered under this Agreement.

An Employer's decision to require an employee to use an AI System in connection with the employee's performance of bargaining unit work, including for any creative elements or administrative tasks, will be subject to consultation with the employee at the employee's request, provided that the requirements of production allow time for the consultation.

(iv) The Employer shall indemnify the employee from liability and necessary costs, including by providing the employee a legal defense resulting from any claims arising from the use of AI Systems or the resulting output occurring in the performance of the employee's duties and within the scope of the employee's employment with Employer, subject to the conditions that:

(A) This subparagraph (iv) shall not apply in any instance in which the 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) Employee is not in breach of the Employer's policies which have been disclosed to the employee and the employee has made appropriate disclosure of the use of AI Systems to the Employer;

(C) Immediately upon the employee and/or the Union being informed of any claim or litigation, the employee and/or the Union shall notify Employer thereof and give Employer full details of any claim or the institution of any action for which the employee seeks indemnification under this subparagraph, including by delivering to the Employer every demand, notice, summons, complaint or other process received;

(D) Employer shall name or cover the employee as an additional insured on its errors and omissions policies, if any, respecting motion pictures; and

(E) The employee shall cooperate fully in the defense of any claim for which indemnification is provided in this subparagraph (iv), including the attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

(d) Implementation of Work Training Programs

(1) The parties acknowledge that the preferred method of addressing impact resulting from new technologies is through provision of work training and other programs designed to foster new skills to improve opportunities for employment and effective use of AI tools. The parties agree to cooperate in the establishment of work training and other programs with respect to covered work under applicable Agreements. A committee will be convened for the purpose of formulating and implementing such training and other programs. The training and other programs shall be designed in cooperation between the parties and shall be focused on training employees in (A) skills required to operate AI Systems associated with the employee's current work classification and/or (B) new skills required to transition to other classifications of work covered by applicable Agreements. The parties agree that the committee shall meet within ninety (90) days of contract ratification.

(2) [Discussion of funding mechanism for training through IATTF and CSATF.]

(e) Ongoing Obligations

(1) The Employer agrees to meet quarterly with the International Union, during the term of this Agreement, at the request of the International Union. At such meeting, Employer will identify any significant emerging technologies utilizing AI Systems that the Employer is using or intends to use in motion picture production which may affect persons covered by these Agreements. Because Employer's current and future technology may be discussed during these meetings, and in order to protect Employer's proprietary and/or confidential information, trade secrets and intellectual property, the International Union agrees that its representatives participating in these meetings will be limited to a reasonable number of individuals (i.e., not to exceed eight [8]) representing bargaining units for which the topics identified in advance to be discussed are relevant, and each participating representative will execute a mutually agreed-upon Confidentiality Agreement.

(3) Topics for discussion at the meetings described in subparagraphs (1) and (2) above may, in addition to other topics related to AI Systems as proposed in advance of the meeting, include:

- (i) the extent to which jobs may have been affected as a result of the use of AI Systems;
- (ii) physical safety protocols involving the use in work environments of AI-controlled equipment including the use of AI-controlled autonomous vehicles and/or robots;
- (iii) efforts to ensure that use(s) of AI Systems mitigate against bias; and

(iv) possible unique aspects of training for upskilling or reskilling, in connection with subparagraph (d) above, of experienced bargaining unit employees.

(f) Claims for violation of this Article are arbitrable and must be brought under this Agreement. All remedies are available with the exception of injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any AI System or the resulting outputs.

(g) Except as explicitly set forth herein, it is understood that this Article does not expand or contract any existing rights and obligations under applicable Agreements. Nothing herein alters the scope of coverage under those Agreements.

(h) No employee shall be subject to scanning of their visual or vocal likeness for use in a motion picture without the employee’s consent. Employer shall provide the employee with a reasonably specific description of the intended use. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the employment contract that is separately signed or initialed by the employee or in a separate writing that is signed by the employee. A copy of the consent shall be provided to the Union in advance of it being presented to employees. The employee’s consent to such scanning may not be a condition of employment and the consent itself shall clearly state the same.

**38. 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.:**

Signed by:  
By: Mike Foy  
DBA1FF36BE944FA...  
Mike Foy  
President

Date: 10/24/2024

**For International Alliance of Theatrical Stage Employees:**

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

Date: 10/24/2024

September 3, 2024

Mr. Mike Miller  
I.A.T.S.E.  
2210 W. Olive Ave. Fl. 2  
Burbank, CA 91506

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. The Employer agrees to notify the IATSE in writing of its intention to subcontract bargaining unit work.
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.
- 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 of the death of a ‘family member’\* of a regularly scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. For employees employed on an hourly or daily basis, a day of bereavement leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. For weekly employees (including ‘on call’ employees), a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales.

An employee who is absent from work due to bereavement leave will be reinstated to the employee’s original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, a Producer is not required to reinstate an employee on an episodic series until work on the current episode has been completed. The Producer and the Union will discuss on a case-by-case basis, upon the request of the Producer, issues related to the individual’s reinstatement.

\* ‘Family member’ means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.”

**For Beachwood Services, Inc.:**

Signed by:  
 By: Mike Foy  
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 Mike Foy  
 President

Date: 10/24/2024

**For International Alliance of Theatrical Stage Employees:**

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

Date: 10/24/2024

## **IATSE – BSI SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement is entered into between BEACHWOOD SERVICES, INC. (“BSI”) and the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURES TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (“IATSE”) as of September 3, 2024:

1. The terms and conditions of this Memorandum shall constitute a Supplementary Agreement to the collective bargaining agreement currently in effect between BSI and the IATSE for the term August 1, 2024 through August 31, 2027 (“BSI-IATSE Agreement”).
2. Application:
  - (a) The supplemental agreement will be utilized only when the production location is in a venue NOT covered by the BSI-IATSE Agreement or any other existing IATSE collective bargaining agreement and BSI will be hiring local stage hands.
  - (b) Studio Mechanics working in the jurisdiction of an IATSE Local Union will work under the same terms and conditions as the Los Angeles-based employees, except that the benefit contributions will be made to the appropriate funds. The grievance and arbitration procedure of the current IATSE Theatrical and Television Motion Picture Area Standards Agreement will apply.
3. Wages: The wage rates will be those contained in an existing collective bargaining agreement between the Local Union and existing employers in the area. The collective bargaining agreement to be used by the Local Union and BSI to determine the wage rates will upon request, be provided to the Employer prior to the commencement of production.
4. Benefits: Benefits contributions will be made to the IATSE National Benefit Fund or to the appropriate Local Union fund established as a lawful Section 302 (LMRA) benefit plan in amounts consistent with the collective bargaining agreements used to determine the wage rates.
5. Vacation Allowance: BSI will include with each employee’s regular paycheck a vacation allowance in an amount equal to four percent (4%) of the employee’s gross wages.
6. Grievance and Arbitration Procedure: The grievance and arbitration procedure will be the procedure contained in the then current IATSE Theatrical and Television Motion Picture Area Standards Agreement.



7. Union Security Provision: The applicable Union Security provisions will be the same as the provisions contained in the then current IATSE Theatrical and Television Motion Picture Area Standards Agreement.
8. Unworked Holidays: Local hires shall not receive any unworked holiday pay.
9. Meal Periods: The meal period provisions of the then current IATSE – Producer Basic Agreement and West Coast Studio Local Agreements will be applicable.
10. Notification: BSI will notify the IATSE and the appropriate Local Union of the production location and approximate work calls at least thirty (30) days in advance of the first work call of the production.

**For Beachwood Services, Inc.:**

Signed by:  
By: Mike Foy  
Mike Foy  
President

Date: 10/24/2024

**For International Alliance of Theatrical Stage Employees:**

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

Date: 10/24/2024