

**MEMORANDUM OF AGREEMENT FOR
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED
STATES AND CANADA, AFL-CIO, CLC – ASSOCIATION OF
INDEPENDENT COMMERCIAL PRODUCERS, INC.**

This Memorandum of Agreement is entered into on October 7, 2022 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC (“IATSE”) and the Association of Independent Commercial Producers, Inc. (“AICP”) on behalf of those production companies that have authorized it to negotiate and execute this Memorandum of Agreement on its behalf. Each such production company is hereinafter referred to as the “Employer” or “Producer.”

This Memorandum of Agreement modifies the existing 2019 Commercial Production Agreement including Appendices A thorough K and the Northeast Corridor Appendix to the 2019 CPA and reflects the complete understanding reached between the parties as to those matters contained herein. As soon as practicable, those parts of this Memorandum of Agreement which are not already in formal contract language shall be reduced to contract language.

All provisions of the existing 2019 Commercial Production Agreement including Appendices A thorough K (“CPA”) and the Northeast Corridor Appendix (“NEC”) to the 2019 CPA between the parties shall remain the same unless otherwise specifically changed as noted herein. The appropriate provisions herein shall be incorporated in the CPA and shall be effective October 1, 2022 except where indicated. All scale increases, economic terms, benefit plan contribution increases and work rule changes go into effect October 30, 2022.

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

1. **Article XXVI (Term):** The term of the successor agreement shall be three (3) years: October 1, 2022 – September 30, 2025. The Open Period shall end at midnight January 31, 2023.
2. **Article XXV (Wages):** minimum contract rates (*i.e.*, “scale”) shall be increased three percent (3%) plus a one-time three percent (3%) economic recovery adjustment effective October 30, 2022; by an additional four percent (4%) effective 10/1/23; by an additional four percent (4%) effective 10/1/24.

3. Article 1 (Recognition and Geographic Application of Agreement)

a. Add as a new Section 5:

“In the event the Employer elects to and does employ a member of the bargaining unit in the United States, Puerto Rico and the U.S. Virgin Islands (Section 2) to perform work outside the limits of the United States, Puerto Rico and the U.S. Virgin Islands (Section 2), the Employer may make any other agreement to apply to such employment, such as a “flat deal” contract, in the place and stead of the provisions of this Agreement, provided such other agreement requires that benefit contributions be made on behalf of such person at the applicable rate(s) set forth in this Agreement for not less than seven (7) days per week, seventy five (75) hours per week in pension, health and contributions for the Motion Picture Industry Plans (which amount may be prorated for partial workweeks at the beginning and end of employment).”

b. Appendix G, modify low budget as follows:

“Low budget commercials are defined as those which have a single day production cost that does not exceed ~~\$120,000~~ \$150,000 nor an aggregate cost of more than ~~\$600,000~~ \$700,000.”

4. Article III (Administration)

Amend Section 2 as follows:

~~“With respect to productions outside of Los Angeles County and outside the New York Zone (defined as the area within a radius of 75 miles from Columbus Circle and LI) and the Philadelphia Zone (a radius of 30 miles from the center of Philadelphia),~~ Employer will notify the Regional designee of the I.A.T.S.E. of the Employer’s intent to shoot in the respective location, and provide the name of the Employer’s contact person for the production and the location where covered employees will be working. Such notice may be given by phone, fax or email. The IATSE shall provide the AICP with the current contact information for the designated individual in each region. The IATSE shall create a single email address for Employers to utilize in order to comply with the required notice.”

5. Article X (First Consideration for Employment)

a. Amend Section 1(a)(i) as follows:

“Preference of employment shall be based on the Industry Experience Roster and the Television Commercial Roster. In recognition of the special conditions of production of television commercials, the Employer may employ persons specifically designated by the

advertiser or its agency who are not otherwise entitled to preference. ~~Further, the Employer may employ persons not entitled to preference where such persons have unique training, skill or knowledge of evolving technologies.”~~

- b. Replace the existing language in Section 1(a)(ii) with the following:

“The Art Department shall include a Production Designer/Art Director and may consist of the following positions: Asst. Art Directors and Art Department Coordinators.

The Set and Props Construction Department may consist of the following positions: Construction Coordinator, Construction/Paint Foreperson, Propmakers, Painter, Lead Scenic Artist, and Scenic Artist.

The Property Department shall include a Property Master and may consist of the following positions: 2nd, 3rd. The Property Master shall be the first hire in the Property Department. For purposes of clarification, the Property Department is responsible for the acquisition, handling, inventory, and return of all Props.

The Set Decoration Department shall include a Set Decorator and may consist of the following positions: Lead person, Set Dresser. The Set Decorator shall be the first hire in the Set Decoration Department. For purposes of clarification, the Set Decoration Department is responsible for the acquisition, handling, dressing, inventory, striking, and returning of all Set Decoration.

The Special Effects Department shall include a Special Effects Foreperson and may consist of the following positions: Lead SFX, and SFX Technician.

With respect to the above-mentioned departments, the first six (6) persons hired combined such department categories shall be from the Industry Experience Roster or the Television Commercial Roster and shall include the Set Decorator or Property Master (this is not a staffing requirement). In no event and only after notification to the representative locals shall more than two (2) employees, i.e. the 7th and 8th, hired for the day be non-roster employees. Nothing provided in this Section 1(a)(ii) is a minimum staffing requirement.”

- c. Amend the second sentence in Section 1(c) as follows:

“Persons listed on the TCR shall be entitled to equal preference of employment with persons listed on the Industry Experience Roster of any Local Union. Once such person has accrued a total of ~~90~~ 60 workdays under this Agreement, they may, upon application to CSATF, have their name added to the Industry Experience Roster of the appropriate Local Union. The employee shall have the burden of establishing their eligibility for such

Industry Experience Roster placement subject to the then current rules and procedures applicable to such placement.”

d. Add a new Section 1(e):

“When hiring employees for non-rostered crafts, the employer shall give first consideration to qualified persons referred by Local Union affiliates.”

e. Section 1(b): agreement as to the formation of a subcommittee regarding Double the Line and similar equity and inclusion programs.

6. New Article XXXII (Bona Fide Production Employers)

Add a new Article XXXII (Bona Fide Production Employers) as follows:

Section 1: Application of the CPA to Bona Fide Production Employers

- a. (i) Bona Fide Production Employers, as defined below, (herein “BFPE”) that as of the end of the Open Period (as defined in Article XXVI), have signed and delivered to the AICP an Authorization Form (as specified by the AICP) and;

(ii) Companies that meet the operational control requirements for a BFPE and become first time members of the AICP during the Term as set forth under Article XXVI (the “Term”) who elect to become signatories to this Agreement, and non-member direct signatories who sign during the Open Period, shall be covered by the CPA without the Supplement to the CPA.
- b. BFPEs that as of the end of the Open Period have not signed, and delivered to AICP an Authorization Form, and non-member direct signatories who do not sign during the Open Period, delivered to AICP an Authorization Form who elect to be signatories to this Agreement shall be covered by the Supplement for the balance of the Term and thereafter, for the successor CPA, may elect to be covered by the CPA without the Supplement.

Section 2: Application of the Supplement To Companies that are Not Bona Fide Production Employers

AICP members who do not meet the operational control requirements in order to be considered BFPEs and who elect to become signatories to this Agreement shall be covered by the CPA Supplement throughout their status as signatories.

Section 3: Definition of “Covered by the Supplement”

As used in this Article, the term “covered by the Supplement” means covered by and operating under the terms of the CPA, as modified and supplemented by the Supplement to the CPA. With respect to such signatory companies, the terms of the Supplement shall apply instead of any conflicting provisions of the CPA including terms of the CPA that the Supplement specifies are inapplicable to companies operating under the Supplement.

Section 4: Definition of “Bona Fide Production Employer”

“Bona Fide Production Employer” (“BFPE”) is a production company, that exercises operational control over the commercial production in the geographical scope as set forth in Article I Section 2. For the purposes of this section, indications of operational control include but are not limited to the following: (i) the Employer is the common law employer of the Employees (which may include their loan-out companies) or Employer as defined by the National Labor Relations Act, (ii) the Employees act, at least in part, to serve the interests of the Employer, or the Employer otherwise controls the manner and means by which the Employees render services, (iii) the Employer has agreements with the stages and/or locations where production is scheduled, and (iv) the Employer establishes and controls the budget.

7. Article XII (Scope of Agreement)

Add the following to Section 2(a) in the **Supplement ONLY**:

“The Employer shall not be prevented from subcontracting when the Employer does not have the facilities or equipment required for the work required and its employees do not have the necessary skills and qualifications to perform the work required. However, subcontracting shall only be permitted if the Employer first notifies the IATSE in writing of its intention to subcontract and the direct labor costs of the person, corporation, joint venture or entity who will perform said subcontract are not less than the direct labor costs set forth in this Agreement. The use of third-party vendors for services consistent with commercial industry practice shall not be deemed within this provision. The Employer must consult with the Local Union Business Agent(s) prior to subcontracting work.”

8. Article XIII (Operations)

a. Amend Section 1(a) as follows:

“There shall be no minimum staffing requirements provided, however, staffing practices shall be consistent with general past practice of the commercial production industry.

Consistent with past practice, there may be practical interchangeability within production crafts. The foregoing shall not be deemed to preclude the services of “stylists” as that term is understood in the commercial industry who are not covered by this Agreement. Employer shall recognize the foregoing acknowledges the hiring of an additional crafts service employee when the head count of set is more than 54 people.”

b. Add the following to Section 2 and NEC:

(g) The following provisions shall be applicable to employees required to be under water when performing their work:

(1) A private dressing area shall be provided.

(2) Hot drinks or nourishment shall be available if water is cold.

(3) A rest period of ten (10) minutes shall be allowed for each hour so worked.

Not more than two (2) consecutive hours shall elapse without a rest period.

(4) In the event safety conditions so warrant, it shall be the practice of underwater workers in the performance of such work to work jointly in pairs.

(h) When required by Producer to work in water three (3) feet or more in depth for a period of an aggregate of at least four (4) hours during any workday, employee will be paid a fifteen percent (15%) bonus for all hours worked during the work shift.

Producer will provide suitable wearing apparel for abnormally cold or wet work. The need for such suitable wearing apparel shall be identified during the Tech Scout.

c. Create a new Section 3 and also add to NEC:

Unless applicable law provides greater protection and rights, Employees shall be issued their payroll checks in accordance with the Employer’s regular pay period. The Employer and the IATSE understand that these regular pay periods shall be no longer than sixteen (16) days in length and that payroll checks shall be issued within seven (7) days of the conclusion of each period.

9. Article XIV (Workday, Week and Minimum Calls)

Amend the last paragraph of Section 1 as follows:

“~~For avoidance of doubt,~~ For local hires, work time begins at call (report to location and time) and ends at dismissal (final departure location and time), ~~or when employee is no longer performing duties or assignments as directed by the Employer.”~~

10. Article XV (Overtime)

Create a new Section 3:

“All work required to be performed by “On Call” employees following thirteen (13) elapsed hours on technical scout days and shoot days when the “On Call” employee is not able to exercise discretion and independent judgment in the performance of their duties or work schedule because they are required to service the needs of the Employer as directed, the employee shall receive one-tenth (1/10) of the daily rate in effect for each additional hour worked until dismissed by the Employer.”

11. Article XVI (Rest Periods)

a. Amend Section 1 as follows:

~~“There shall be a ten (10) hour rest period following all studio zone, studio local and overnight location work assignments. If the full rest period is not provided, then the employee shall be paid on return to work at the applicable base or overtime rate plus an additional hour of straight time, for all invaded hours if at least six (6) hours of rest have been provided, or for all hours worked if less than six (6) hours of rest were provided until a ten (10) hour rest period is provided.”~~

b. Add to Section 1 and to all portions of the NEC with lesser conditions:

“There will be a weekend turnaround of 54 hours for a five-day workweek and 32 hours for a six-day 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, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.”

12. Article XVIII (Meals)

a. Amend Section 2 as follows:

“The employee’s first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods shall commence within six (6) hours after the end of the preceding meal period. An employee’s first meal period shall commence no earlier than three (3) hours after such employee reports for work except for persons called in earlier than the regular crew call who are provided with a hot non-deductible breakfast with time to sit and eat, in which case their first

deductible meal period will be due at the same time as the meal is due for the regular crew.”

b. Amend Section 3 as follows:

“The first deductible meal period may be extended by fifteen (15) minutes to complete a set-up and a second deductible meal period may be extended by thirty (30) minutes to complete a set up and/or wrap. Extensions of the meal periods are not to be scheduled and if exceeded, meal penalties shall relate back to the time the meal was otherwise due. Any second meal, excluding a non-deductible breakfast, may be a non-deductible walking-meal, provided the crew is provided a hot meal, and is dismissed within one hour from the time the meal was otherwise due. A meal penalty allowance for delayed meals shall be computed as follows:

- (1) First ½ hour meal delay or fraction thereof\$10.00
- (2) Second ½ hour meal delay or fraction thereof.....\$12.50
- (3) Third ½ hour meal delay or fraction thereof.....\$15.00
- (4) Fourth hour meal delay or fraction thereof.....\$20.00
- (5) Fifth and each succeeding ½ hour meal delay or fraction thereof . . . \$25.00

Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee. After 20 meal penalties in a workweek, one hour of prevailing rate (inclusive of any applicable overtime) shall be paid for each ½ hour violation.”

13. Article XIX (Locations/Travel)

a. Modify Section 1 (b)(2) as follows:

“On any day in which an employee covered under this Agreement works in excess of fifteen (15) sixteen(16) hours including travel time from the edge of the zone when the work location is outside of the zone and the location is more than thirty (30) miles from the edge of the zone, the Employer, shall offer that employee (and, if accepted, pay for) either first class nearby hotel accommodations or offer to provide third party return transportation. It is understood that the day following such accommodations or the return transportation day is not a work day but travel allowance may be payable under the terms of (b)(1).”

b. Modify Section 2(c)(2) as follows:

“On any day in which an employee covered under this Agreement works in excess of ~~fifteen (15) eighteen (18) hours~~ hours including travel time from the edge of the zone when the work location is outside of the zone and the location is more than thirty (30) miles from the edge of the zone, the Employer, shall offer that employee (and, if accepted, pay for) first class nearby hotel accommodations.”

c. Modify XIX as follows **for the Supplement ONLY:**

Section 1: Employees Hired Within Los Angeles County:

(b)(1) Employees may be requested to report to a nearby production location outside the thirty (30) mile zone, in which case the employee shall be paid mileage, computed from the perimeter from the thirty (30) mile zone to the reporting place and return calculated at the rate of the then current IRS established rate according to the “quickest travel route” and not “as the crow flies.” Such travel time outside of the thirty (30) mile zone shall be paid ~~as an allowance at the employee’s regular hourly rate and such travel time shall not be included in the required rest period as work time. and s~~ Such travel time shall not be included in the required rest period or accrue additional meal penalties.

(d) Work time for employees on overnight location shall be calculated ~~from time of set call to time of set dismissal~~ on a portal-to-portal basis and they shall be provided with transportation to and from daily production locations. ~~Daily travel time shall not exceed one hour a day. Daily travel time in excess of one hour a day shall be paid as work time.~~ Rest periods shall be calculated on a portal-to-portal basis.

Section 2: Employees Hired Outside Los Angeles County:

For employees hired outside of Los Angeles County, the following shall apply:

(c) For productions at a Nearby Location (i.e. a location outside a Production Zone, but not an overnight (location), the following shall apply:

(1) Employees may be requested to report to a Nearby (non-overnight) location outside the thirty (30) mile zone, in which case the employee shall be paid mileage, computed from the perimeter of the thirty (30) mile zone to the reporting place and return calculated at the rate of the then current IRS established rate. Such travel time outside of the thirty (30) mile zone shall be paid ~~as an allowance at the employee’s regular hourly rate as work time. and s~~ Such travel time shall not be included in the required rest period or accrue additional meal penalties.

(e) Work time for employees on overnight location shall be calculated ~~from time to set call to time of set dismissal~~ on a portal-to-portal basis and they shall be provided with

transportation to and from daily production locations. ~~Daily travel time shall not exceed one hour a day.~~ Rest periods shall be calculated on a portal-to-portal basis.”

14. Article XXI (Holidays)

Amend Section 1 as follows:

“Recognized holidays shall be ~~the same as those designated in the then current Screen Actors Guild Commercials Contract and which currently as follows:~~ New Year’s Day, Martin Luther King, Jr. Birthday, Washington’s Birthday (Presidents’ Day), Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. If any of the above-named holidays falls on Sunday, the following Monday shall be deemed the holiday and if any of the above-named holidays falls on a Saturday, the preceding Friday shall be considered the holiday.”

15. Article XXII (Benefits)

- a. Amend Section 2 as follows: Effective on the same dates as the wage increases to scale rates in paragraph 2 above, for the IATSE National Benefit Funds and local plans, add an additional six dollars (\$6.00) for each day worked to each contribution daily rate in Year 1, an additional six dollars (\$6.00) for each day worked to each contribution daily rate in Year 2, and an additional seven dollars (\$7.00) for each day worked to each contribution daily rate in Year 3.
- b. Add to Section 2 the following: “Outside of MPIPHP benefit amounts, no daily aggregate benefit amount shall be less than the then-current New England, Maryland, and Washington, D.C., daily aggregate benefit contribution.”
- c. Add to Section 2(b) the following:

“For camera department employees classified as “controlling employees”, as defined in the MPIPHP Trust Agreements, hired and working outside of Los Angeles County, who do not have benefit contributions made on their behalf to other employer-sponsored benefit plans for work performed under this Agreement or other agreements, contributions shall be made to the IATSE National Health and Welfare Fund Plan C, IATSE National Pension Fund Plan C and the IATSE Annuity Fund, allocated per the direction of Local 600 IATSE. The aggregate total of said contributions shall be no less than the amount paid on behalf of other bargaining unit employees to the Motion Picture Industry Pension and Health Plans (presently \$16.690 per hour), and MPIPHP Individual Account Plan. The Employer agrees to be bound by the IATSE National Benefit Funds Agreement and Declaration of Trust as amended.

In no event shall this provision require that contributions be made to more than one employer-sponsored benefit plan with respect to the same work period of time on behalf of these employees.

This Section codifies the practice of some Employers who previously contributed to the IANBF on behalf of such employees.”

d. Modify Section 2(c)(5)(F) as follows:

“(5) For persons hired in categories represented by Local 798, pension and welfare fund contributions shall be made in the following aggregate amounts for each day worked as follows:

- (i) In the Northeast Corridor (~~except Baltimore, MD, and the District of Columbia~~) to Local 798 Pension Fund, the IATSE National Annuity Fund and IATSE National Welfare Fund Plan-C per day:

* * *

- (ii) In ~~Baltimore, MD, the District of Columbia,~~ Maine, Vermont, New Hampshire, Rhode Island, Virginia, West Virginia, North Carolina, South Carolina, Georgia, and Florida, Tennessee, Alabama, Louisiana, Mississippi and the city of Louisville, KY to Local 798 Pension Fund, the IATSE National Annuity Fund and IATSE National Welfare Fund Plan-C per day:

e. Add the following to Footnote 7:

“Notwithstanding anything to the contrary, no increase in rates shall be retroactive or have a retroactive effect by result of a temporary prospective increase in such rates.”

- f. Amend Section 7 as follows: Increase contribution rates from thirty (\$.30) cents per hour worked or guaranteed to thirty (\$.35) five cents per hour worked or guaranteed effective October 30, 2022; forty (\$.40) cents per hour worked or guaranteed effective October 1, 2023; and forty (\$.45) cents per hour worked or guaranteed effective October 1, 2024.

16. Article XXV (Wage Rates):

- a. Amend Section 4 and NEC as follows:

Script Supervisor will be paid an additional ~~\$25.00~~ \$50.00 per day as an additional kit rental for the second and for each additional camera rolling simultaneously, not to exceed ~~\$75~~ \$150.00 per day.

Script Supervisors will be provided additional time added to the work day for script breakdown, not less than 30 minutes before the first shot on the first shoot day (any additional time is subject to approval by the Employer).

17. Article XXX (Daily On Call Work)

- a. Add the following to Section 3:

“On technical scout days and shoot days when the On Call employee is not able to exercise discretion and independent judgement in the performance of their duties or work schedule because they are directed to observe Call and Wrap times in order to service the needs of the Employer, (a) Article XV “Overtime” shall apply to the affected Daily On Call Classifications.”

- b. Add the following to the **Supplement ONLY**:

“On technical scout days and shoot days when the On Call employee is not able to exercise discretion and independent judgement in the performance of their duties or work schedule because they are directed to observe Call and Wrap times in order to service the needs of the Employer, (a) Article XV “Overtime” Article XVI “Rest Periods” and Article XVIII “Meals” shall apply to the affected Daily On Call Classifications.”

18. Appendices A and B, amend as follows:

- a. No rate shall be less than \$47.39 for Appendix A, and no less than \$43.80 in Appendix B, plus any negotiated wage increase.
- b. Remove the Entry Level positions for Lighting Technician, Grip and Costumer.
- c. The Costumer Designer rate shall increase to meet the Production Designer/Art Director rate over the term of the Agreement: October 30th, 2022, 1/3rd of the total difference; October 1st of 2023, 50% of the remaining difference; and the remainder of the difference on October 1st, 2024.
- d. The Key Costumer shall be paid at the Department Head (Key Grip/Lighting Gaffer/Property Master) scale rate.
- e. Parity of wages between all Make-up Artist rates and the Hair Stylist rates at the higher scale rates contained in the Agreement.

f. Add a footnote:

“The basic sound crew shall consist of two (2) people: Sound Mixer and Microphone Boom Operator. The Employer is not required to utilize a two-person sound crew on tests, location looping, PSA’s or when recording wild effects. However, such staffing shall not apply provided the Sound Mixer is notified at the time of engagement that the Employer wishes to utilize only a Sound Mixer and is provided an opportunity to discuss the scope and needs of the job with Employer.

g. Add a new job classification: Teleprompter Operator, paid no less than the VTR/Video Playback scale rate.

h. In Appendix B, Script Supervisors to be paid at the Department Head (Key Grip/Lighting Gaffer/Property Master) scale rate.

i. Change the following job titles: Lighting Gaffer to Chief Lighting Technician and 2nd Lighting Technician to Assistant Chief Lighting Technician.

j. Change the following job titles: 2nd Costumer to 1st Assistant Costumer and 3rd Costumer to 2nd Assistant Costumer/Additional Costumers.

k. Add a new job classification: Assistant Costume Designer, paid no less than the 1st Assistant Costumer scale rate.

l. Add footnote:

“When a Licensed Pyrotechnician is assigned to perform such duties, they shall be paid no less than twenty percent (20%) above the scale rate for the category for which they were hired.

When a Class one (1) Pyrotechnician is assigned to perform such duties, they shall be paid no less than thirty percent (30%) above the scale rate for the category for which they were hired.”

19. Appendix K: Increase wage rates for Locations Scouts/Managers to \$800 for the NEC, and \$650 for Outside LA County and such wages shall be subject to scale wage increases under the CBA.

20. NEC

a. **Amend Section 1.6(f), General Northeast Corridor Conditions, as follows:**

The Employer must notify an employee six hours after call time if ~~his~~ their services are not required for the following work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same. Once ~~a cameraperson~~ they begins a call, there can be no cancellation of any part thereof. The Employer has the right to give the following day’s call at the end of the work day.

The Employer can postpone or cancel a call before its commencement by giving notice not later than ~~2:30~~4:00 p.m. on the day before the call starts, provided the day before is not a work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same.

b. Amend Section 2.3(b), Work Week, as follows:

Any five out of seven days; sixth day shall be at time and one half, seventh day at double time. ~~By the end of each working day, the Script and Continuity Supervisor shall be notified of the starting time for the following day and once notice is given, it cannot be changed.~~

The Employer must notify an employee six hours after call time if their services are not required for the following work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same. Once they begin a call, there can be no cancellation of any part thereof. The Employer has the right to give the following day's call at the end of the work day.

The Employer can postpone or cancel a call before its commencement by giving notice not later than 4:00 p.m. on the day before the call starts, provided the day before is not a work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same.

c. Amend Section 2.4(a), General, as follows:

~~The Employer shall have the right to give the next day's call at the end of the work day, and to determine the crew for the next day by 2:30 p.m. of the preceding day. The Employer can postpone or cancel a call before its commencement by giving notice not later than 2:30 p.m. on the day before the call starts. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same.~~

The Employer must notify an employee six hours after call time if their services are not required for the following work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same. Once they begin a call, there can be no cancellation of any part thereof. The Employer has the right to give the following day's call at the end of the work day.

The Employer can postpone or cancel a call before its commencement by giving notice not later than 4:00 p.m. on the day before the call starts, provided the day before is not a work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same.

d. Amend Section 3.2(a), Work Week, as follows:

Any five out of seven days; sixth day shall be at time and one half the average hourly rate, seventh day at double the average hourly rate. ~~By the end of each working day, employees shall be notified of the starting time for the following day and once such notice is given, it cannot be changed.~~

The Employer must notify an employee six hours after call time if their services are not required for the following work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same. Once they begin a call, there can be no cancellation of any part thereof. The Employer has the right to give the following day's call at the end of the work day.

The Employer can postpone or cancel a call before its commencement by giving notice not later than 4:00 p.m. on the day before the call starts, provided the day before is not a work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same.

21. Housekeeping

- a. Change all "he/she" references to "they/them" throughout the Agreement.
- b. VTR Assistant: confirm the current rate is \$43.62 per hour (a correction to a typo in the Agreement).
- c. Article XXVI (Term, Effective Date and Open Period): Redate open period and side letters per intervals stated therein and to reflect agreed upon effective date.
- d. NEC: Conform any other similar corresponding provisions of Local 161 and 798 to the revisions and clarifications agreed upon in Local 600 Appendix.

[SIGNATURE PAGE FOLLOWS]

FOR THE AICP

Date: _____

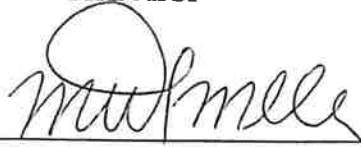
Matt Miller, President & CEO

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

Date: _____

Matthew D. Loeb, International President

FOR THE AICP



Date: 10/7/2022

Matt Miller, President & CEO

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

Date: _____

Matthew D. Loeb, International President

FOR THE AICP

Date: _____

Matt Miller, President & CEO

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



Date: 10/07/2022

Matthew D. Loeb, International President