

**THEATRICAL AND TELEVISION
MOTION PICTURE
AREA STANDARDS
AGREEMENT OF 2009**

**Term of Agreement:
August 1, 2009 - July 31, 2012**



**ALLIANCE OF
MOTION PICTURE
AND TELEVISION
PRODUCERS**

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TABLE OF CONTENTS

	<u>Page</u>
Article 1 – Recognition.	1
Article 2 – Scope and Application of Agreement.	2
Article 3 – Minimum Conditions.	3
(A) Wages.	3
(B) Work Day.	6
(C) Workweek.	6
(D) Overtime and Premium Pay.	7
(E) Administration of Workweek and Related Premium Pay Provisions.	7
(F) Rest Periods.	8
(G) Production Centers.	8
(H) Work Outside a “Production Center,” Local, Nearby and Distant Hires.	9
(I) Per Diem.	10
(J) Liability Insurance.	10
(K) Idle Pay.	11
(L) Work in Higher Classification.	11
Article 4 – Meals.	11
Article 5 – Benefit Plan Contributions.	13
Article 6 – 401(k) Plan.	18
Article 7 – Holidays.	19
Article 8 – Travel.	19
(A) Production Zone.	19
(B) Nearby Location.	19
(C) Mileage Allowance.	20
(D) Travel Time.	20
(E) Local and Nearby Hires.	20
(F) Distant Hires.	20
(G) “Travel Only” Day.	20
(H) Travel-and-Work or Work-and-Travel.	21
Article 9 – Payment of Wages.	21
Article 10 – Hazardous Work.	21

	<u>Page</u>
Article 11 – Cancellation of Calls.	21
Article 12 – Enabling Clause.	21
Article 13 – Union Access, Union Representative and Union Reports.	22
Article 14 – No Discrimination.	22
Article 15 – Grievance Procedure.	22
Article 16 – No Strike or Lockout.	23
Article 17 – Union Security.	23
Article 18 – Title Credits.	24
Article 19 – Principle of Assistance.	24
Article 20 – Term of Agreement.	25
Sideletters:	
Sideletter No. 1 – Holidays/Bereavement Leave.	26
Sideletter No. 2 – Wage Rates for First Two Persons Hired Locally in Specified Departments in Washington, D.C.	27
Sideletter No. 3 – Jurisdiction Over Aerial Balloons and Base Camp Power Sources.	28
Sideletter No. 4 – Meeting Re Covering Employees Within Local #479's and Local #493's Jurisdiction.	29
Sideletter No. 5 – Scope and Application of Agreement.	30
Sideletter No. 6 – Notice of Employment Opportunities and Opportunity to Refer Qualified Persons.	31
Appendix “A” to Sideletter No. 6.	32
Sideletter No. 7 – Pension and Health Contributions for Certain Individuals with Prior Work Experience Under the Local #52 Agreement Who Work Under the IATSE Area Standards Agreement.	34
Sideletter No. 8 – Pension and Health Contributions for Certain Individuals with Prior Work Experience Under the Local #161 Agreement Who Work Under the IATSE Area Standards Agreement.	35
Sideletter No. 9 – Travel Coordinators.	36
Sideletter No. 10 – Productions Made for New Media.	37
Exhibit A – Jurisdictional Map.	44

Appendix A – Crafts and Classifications Wage Schedule. 45

Appendix B – Payroll Company Deductions. 68

Appendix C – Daily Projectionist Hire. 71

**THEATRICAL AND TELEVISION MOTION PICTURE
AREA STANDARDS AGREEMENT OF 2009**

THIS AGREEMENT is made and entered into as of this first day of August, 2009 between _____ (“the Employer”) and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada, AFL-CIO (the “Union”).

The Employer is engaged in the production of theatrical and/or television motion pictures in the United States, Puerto Rico or the U.S. Virgin Islands, but outside the jurisdiction of the 2009 Producer-I.A.T.S.E. Basic Agreement and the 2009 West Coast Studio Local Agreements, outside the jurisdiction of Stage Employees, Local #16, outside the jurisdiction of Local #476 (the State of Illinois) and outside the geographic scope of the New York production Local Agreements (*i.e.*, the Agreements with Motion Picture Studio Mechanics, Local #52; Motion Picture Script Supervisors and Production Office Coordinators, Local #161; Theatrical Wardrobe Union, Local #764; Make-Up Artists and Hair Stylists, Local #798; and United Scenic Artists, Local USA-829). The Union represents persons who possess the knowledge and skills that are required to produce such pictures. The Employer employs, or intends to employ, persons represented by the Union within the geographical area described above and it is the intent of these parties to enter into this Agreement to establish the wages, hours and working conditions of such employees.

ARTICLE 1 – RECOGNITION

The Employer acknowledges that the Union has demonstrated to its satisfaction that a majority of employees in an appropriate collective bargaining unit have designated the Union as their representative for purposes of negotiating their wages, hours and working conditions. The collective bargaining unit consists of all employees hired by the Employer or its agents within the geographical area described in the Preamble to this Agreement to work in said area in the crafts or classifications listed in Appendix A to this Agreement, but excluding all production assistants, transportation department employees (other than in Puerto Rico), camera department employees, editorial employees, other post-production employees and guards. The Employer hereby recognizes the Union as the exclusive representative of the employees in the bargaining unit.

ARTICLE 2 – SCOPE AND APPLICATION OF AGREEMENT

(A) This Agreement covers all work traditionally associated with dramatic, scripted motion pictures (whether film, digital or video), including, but not limited to, the crafts and classifications listed in Appendix A of this Agreement, performed by persons hired by or on behalf of the Employer or its agents in the geographical area described in the Preamble of this Agreement to work in said areas.

(B) The parties recognize the existence of past subcontracting practices within the multi-employer bargaining unit established by the I.A.T.S.E. Basic Agreement.

The Employer, as a matter of preservation of work for employees who have historically and traditionally performed work under the crafts and classifications which are common to both this Agreement and the I.A.T.S.E. Basic Agreement, agrees that as to bargaining unit work of a type which has not heretofore been subcontracted pursuant to such Agreements, the Employer will subcontract such bargaining unit work to any other person, corporation, joint venture or entity only: (1) if the Employer first notified the I.A.T.S.E. in writing of its intention to subcontract, and (2) the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontract are not less than the direct labor costs set forth in this Agreement; or (3) if the Employer lacks the requisite technology, facilities or equipment to perform the work.

In order to effectively enforce the provisions of this Article 2(B), the Employer agrees that records in its possession or those to which the Employer has access pertaining to direct labor costs will be made available for inspection within twenty (20) days after a written request therefor by the I.A.T.S.E.

A complaint by the I.A.T.S.E. of a violation of this Article 2(B) shall be subject to the Grievance Procedure set forth in Article 15 of this Agreement.

(C) (1) The Employer shall serve written notice on the I.A.T.S.E. General Office of its intent, or that of another production entity, to employ persons under this Agreement prior to engaging such employees for a given production. Such notice shall include the production location, the date pre-production is scheduled to begin and the name of the Employer's or production entity's on-site representative.

Upon request of the Employer, the Local shall expeditiously supply the Employer with a referral list of individuals who

have work experience in the production of motion pictures, together with the address, contact number and skill of each such individual. The Local shall refer qualified persons in a non-discriminatory manner. For employees on the referral list, the address shown on the list shall be used in determining whether the employee is to be treated as a Local Hire, a Nearby Hire or Distant Hire.

(2) The Employer agrees to continue the practice of advising the Union when a “family company” is producing a motion picture under the Agreement. The Employer agrees that “family companies” which utilize the Agreement will be bound thereto for the term of the Agreement.

(D) The wages, benefits, hours and working conditions set forth in this Agreement are minimum conditions only. Employees are entitled to negotiate better conditions with the Employer on an individual basis, provided that any resulting agreement may not abrogate any of the conditions of this Agreement. Any employee enjoying better conditions will not have his or her wages, benefits, hours and working conditions reduced in any way as a result of this Agreement.

ARTICLE 3 – MINIMUM CONDITIONS

(A) Wages The minimum hourly wage rates for the crafts and classifications covered by this Agreement for August 1, 2009, during the period August 2, 2009 through July 31, 2010, during the period August 1, 2010 through July 30, 2011, and during the period July 31, 2011 through July 31, 2012 shall be no less than those provided in subsections (1) through (5) below. These increases shall be compounded.

(1) (a) The “Maryland rates” set forth in Appendix A shall apply to employees working under this Agreement in **California** (but outside San Diego, outside the jurisdiction of Local 16 and outside the scope of the Producer - I.A.T.S.E. Basic Agreement and West Coast Studio Local Agreements), **Florida, Maryland and Wayne County, Michigan.**

(b) Within **Southeastern Michigan**, the first two persons hired locally in the property, grip and electric departments shall be paid at the Key and 2nd rates, respectively. “Southeastern Michigan” is defined as the counties of Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, Sanilac, St. Clair, Washtenaw and Wayne.

(2) (a) The “non-Maryland rates” set forth in Appendix A shall apply to employees working under this Agreement in **Alabama, Alaska, Arizona, Arkansas, Colorado, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan (outside Wayne County), Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada (outside Las Vegas), New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pittsburgh (PA), Puerto Rico, San Diego (CA), South Carolina, South Dakota, Tennessee, Texas, U.S. Virgin Islands, Utah, Virginia, Washington, West Virginia, Wisconsin and Wyoming.**

(b) Within **Cuyahoga County, Ohio**, the first two persons hired locally in the property, grip and electric departments shall be paid at the Key and 2nd rates, respectively.

(3) In **Washington, D.C.,*** the following wage rates shall apply:

Effective August 1, 2009		
	features	television
Key	\$36.81	\$35.91
2 nd	34.06	32.87
3 rd	30.71	29.81
Utility	26.54	24.33

Effective August 2, 2009		
	features	television
Key	\$37.55	\$36.63
2 nd	34.74	33.53
3 rd	31.32	30.41
Utility	27.07	24.82

* The first two persons hired locally in the property, grip and electric departments shall be paid at the Key and 2nd rates, respectively.

Effective August 1, 2010		
	features	television
Key	\$38.30	\$37.36
2 nd	35.43	34.20
3 rd	31.95	31.02
Utility	27.61	25.32

Effective July 31, 2011		
	features	television
Key	\$39.07	\$38.11
2 nd	36.14	34.88
3 rd	32.59	31.64
Utility	28.16	25.83

(4) In **Maine, Massachusetts, New Hampshire, Rhode Island** and **Vermont**, the following rates shall apply:

Effective August 1, 2009		
	features	television
Key	indiv. neg.	Maryland rates
2 nd	\$31.64	Maryland rates
3 rd	29.21	Maryland rates
Utility	24.01	Maryland rates

Effective August 2, 2009		
	features	television
Key	indiv. neg.	Maryland rates
2 nd	\$32.27	Maryland rates
3 rd	29.79	Maryland rates
Utility	24.49	Maryland rates

Effective August 1, 2010		
	features	television
Key	indiv. neg.	Maryland rates
2 nd	\$32.92	Maryland rates
3 rd	30.39	Maryland rates
Utility	24.98	Maryland rates

Effective July 31, 2011		
	features	television
Key	indiv. neg.	Maryland rates
2 nd	\$33.58	Maryland rates
3 rd	31.00	Maryland rates
Utility	25.48	Maryland rates

(5) In **Las Vegas (NV)** and **Hawaii**, the rates in the Producer - I.A.T.S.E. Basic Agreement shall apply. The parties hereby confirm the Employer's right to pay on a fractional workweek basis for employees employed on a weekly basis in Las Vegas and Hawaii who work less than a full workweek either before or after one full workweek of employment.

(B) Work Day

(1) A work day consists of a minimum of eight (8) hours, excluding meal periods.

(2) A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid at double time for those hours worked on the calendar holiday.

(C) Workweek

A workweek consists of either five (5) consecutive or six (6) consecutive work days out of any seven (7) consecutive calendar days, commencing with the first day worked. (The sixth day worked need not be consecutive when the employer has established a regular workweek consisting of five (5) days.) The workweek may be shifted two (2) times without incurring additional costs during principal photography for each

production (in the case of episodic television, the workweek may be shifted two (2) times between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week)). Any workweek shift shall be subject to a minimum thirty-two (32) hour rest period.

In addition to the shift in the workweek outlined in the preceding paragraph, the IATSE agrees that it will not unreasonably deny a request to shift the workweek of production employees without incurring additional costs when a production travels to a new city.

The parties hereby confirm that the foregoing paragraphs governing shifts in the workweek allow separate shifts on the main unit and the second unit, meaning that both the main unit and the second unit of a motion picture are entitled to shift the workweek. The workweeks may or may not be the same to begin and may or may not be the same once shifted. They may also be shifted at different times.

(D) Overtime and Premium Pay

(1) One and one-half times the employee's regular hourly rate will be paid for all hours worked after eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked on a sixth work day in a workweek.

(2) Two times the employee's regular hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day, except that on television productions, employee shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after fourteen (14) elapsed hours.

(3) Two (2) times the employee's regular hourly rate will be paid for all hours worked on a seventh workday in the employee's workweek or on a holiday.

(4) Overtime and premium rates will be paid in one-tenth hour increments. Overtime and premium rates may not be compounded.

(E) Administration of Workweek and Related Premium Pay Provisions

The parties hereby confirm that the "workweek" provision set forth in Article 3(C) above and the related premium provision for work on a sixth or seventh day in the workweek set forth in Article 3(D) above are to be administered on a uniform basis consistent with the Producer –

IATSE Basic Agreement. For example, an individual shall be paid at time-and-one-half for a sixth day only if that is the employee's sixth day worked within his workweek.

(F) Rest Periods

There will be a nine (9) hour daily rest period after dismissal. Employees who do not receive a full rest period shall receive additional straight time for all invaded hours.

(G) Production Centers

(1) Each of the cities listed below shall be established as a "production center." Each "production center" encompasses an area within a thirty (30) mile radius of its City Hall. Any individual who is hired from within the jurisdiction of the Local Union administering the Agreement (see Exhibit A) to work within a designated production center will be treated as a Local Hire (and is therefore not entitled to a living allowance).

The list of production centers is as follows:

<u>State</u>	<u>Production Center</u>
Alaska	Anchorage
Arizona	Phoenix, Tucson
California	Sacramento, San Diego
Colorado	Denver
Florida	Fort Lauderdale, Miami, Orlando
Georgia	Atlanta
Hawaii	Honolulu
Louisiana	New Orleans, Shreveport
Maryland	Baltimore
Massachusetts	Boston
Michigan	Detroit
Minnesota	Minneapolis - St. Paul
Missouri	St. Louis
Nevada	Las Vegas
New Mexico	Albuquerque, Santa Fe
North Carolina	Charlotte, Wilmington
Ohio	Cleveland
Oregon	Portland
Pennsylvania	Pittsburgh
Puerto Rico	San Juan
Tennessee	Nashville
Texas	Austin, Dallas-Ft. Worth, Houston, San Antonio

<u>State</u>	<u>Production Center</u> (continued)
Utah	Salt Lake City
Virginia	Richmond
	Washington, D.C.
Washington	Seattle

(2) In addition, any place where a television series is based will be treated as a “production center” for that television series, whether or not that city appears on the above list of designated production centers, thereby making all persons hired within the geographical jurisdiction of the Local Union administering the Agreement on the series “Local Hires.”

(H) Work Outside a “Production Center,” Local, Nearby and Distant Hires

(1) For work outside a “production center,” as defined in subparagraph (G) above:

(A) a “Local Hire” is any person who resides within sixty (60) miles of the production location;

(B) a “Nearby Hire” is any person who resides outside sixty (60) miles of the production location and within the geographical jurisdiction of the Local Union administering the Agreement; and

(C) a “Distant Hire” is any person who resides outside the geographical definition of a “Nearby Hire” in a given production area.

The IATSE and the Employers agree to cooperate in an effort to resolve the status of those persons originally hired as “Local Hires” who may fall within the definition of “Nearby Hires” merely because of a change in shooting location when the production office remains in the same place.

(2) “Nearby Hires” shall be paid a weekly living allowance of no less than \$371.00 per week, or \$53.00 per day prorated, for August 1, 2009; of \$378.00 per week, or \$54 per day prorated, effective August 2, 2009; of \$385.00 per week, or \$55.00 per day prorated, effective August 1, 2010; and of \$392.00 per week, or \$56.00 per day prorated, effective July 31, 2011.

(3) “Distant Hires” shall be provided with reasonable single occupancy hotel accommodations.

(4) The Employer shall request employees to sign a written statement attesting to their principal residency. A false statement of residency may result in immediate discharge. The Employer shall notify the IATSE if an employee refuses to sign a written statement of residency.

(5) If the Employer replaces a Nearby Hire or a Distant Hire with a Local Hire, it shall either give two (2) weeks notice to the Nearby or Distant Hire of the replacement or, if such Nearby Hire or Distant Hire is replaced prior to receiving two (2) weeks notice, the Employer shall pay to any such Nearby Hire the balance of the living allowance that the Nearby Hire would have received had he continued working for the full two (2) week notice period or, in the case of a Distant Hire, shall pay to the Distant Hire the balance of the cost of housing for such Distant Hire plus per diem that the Distant Hire would have received had he continued working for the full two (2) week notice period.

(6) The Employer agrees that it will discuss with the local Business Representative whether special accommodations may be appropriate for employees who are required to report to a production location which is within a sixty (60) mile radius of the employee's residence but which, because of limited access by road, cannot be reached by a majority of the crew without driving in excess of sixty (60) miles.

(I) Per Diem

(1) The Employer shall pay per diem to Distant Hires, as defined in Article 3(H)(1)(C) above, at the following rates per day:

Breakfast	\$ 8.50
Lunch	\$13.00
Dinner	<u>\$29.00</u>
Total Per Diem	\$50.50

(2) Any meals provided by the Employer may be deducted from per diem at the above-stated rates.

(J) Liability Insurance

The Employer must carry appropriate liability insurance and provide workers' compensation coverage for all employees.

(K) Idle Pay

(1) Distant Hires

The Employer shall pay each employee housed on distant location four (4) hours pay at the employee's scale hourly rate for each idle day in a workweek and shall make benefit plan contributions on behalf of each such employee in the amount specified in this Agreement for each such idle day.

(2) Nearby Hires

For six (6) day workweeks only, the Employer shall contribute the daily benefit plan contribution on behalf of each such employee in the amount specified in this Agreement for each idle seventh day.

(L) Work in Higher Classification

If any part of the workday is worked in a higher classification than the classification under which the employee is called for work, the higher rate shall prevail for the entire workday. The employee reverts to his regular classification the next day unless notified to the contrary. However, the provisions of this Article do not apply unless the employee is assigned to work in the higher classification for two (2) hours or more.

ARTICLE 4 – MEALS

(A) Meal periods shall not be less than one-half (½) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after a second meal shall be one and one-half hours except when such meal is provided at the Employer's expense. With the exception of "off production" employees, meals shall be provided by the Employer or a meal allowance shall be paid. However, when the Employer furnishes meals to a shooting unit, and an "off production" crew is working on the same site at the same time for the same production, the Employer will either furnish meals to the "off production" crew or pay the "off production" crew a meal allowance. The Employer need not provide a meal or a meal allowance whenever eating facilities are readily available in the vicinity of the production location. Payments of per diem to an employee shall be deemed to satisfy the meal allowance obligation.

(B) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods 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 two (2) hours after such employee reports for work except that persons called up to two (2) hours earlier than the regular crew call who are provided with a non-deductible hot breakfast and time to sit and eat (within one (1) hour before or after the regular crew call) will have their first deductible meal period due at the same time as a meal is due for the regular crew.

(C) Meal intervals may be extended twelve (12) minutes without penalty when used for completing a camera setup in progress or one-half hour for wrap if the employee is dismissed within one-half hour. If the employee is not dismissed within said one-half hour extension, meal penalty shall be computed from the end of the sixth hour following the previous meal.

(D) Meal penalty for delayed meals shall be computed as follows:

- (1) First half-hour meal delay or fraction thereof. . . \$ 7.50
- (2) Second half-hour meal delay or fraction thereof. \$10.00
- (3) Third and each succeeding half-hour meal delay
or fraction thereof. \$12.50

Such meal penalty shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(E) As an alternative to the foregoing provisions of this Paragraph as they relate to "on production" employees, the Producer, at its option, may institute "French Hours" on a daily basis for "on production" employees, with the approval of a majority of the IATSE-represented crew. Hot catered food shall be available during the shooting day. An employee's consent to the use of a "French Hours" meal system shall not be a condition of employment.

(F) The Employer shall establish a "hotline" phone number on each production which shall be given only to the local Business Representative. The local Business Representative shall be entitled to use the "hotline" to alert the Employer's representatives that employees who were not provided a meal and who were instead allowed to obtain a meal from eating facilities in the vicinity of the production location were

given insufficient time to eat and travel to and from the eating facility. The Employer and the Union agree to discuss the situation.

ARTICLE 5 – BENEFIT PLAN CONTRIBUTIONS

(A) For each employee in a craft or classification covered by this Agreement, the Employer shall make a daily contribution to the “I.A.T.S.E. National Benefit Funds” (*i.e.*, the I.A.T.S.E. National Health and Welfare Fund, Plan C, the I.A.T.S.E. National Pension Fund, Plan C, and the I.A.T.S.E. Annuity Fund), unless the Employer and the I.A.T.S.E. agree otherwise. The rate and allocation of such contribution shall be as follows:

(1) In **Alabama, Alaska, Arizona, Arkansas, Colorado, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan (outside Southeastern Michigan), Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada (outside Las Vegas), New Mexico, North Carolina, North Dakota, Oklahoma, Pittsburgh (PA), Puerto Rico, San Diego (CA), South Carolina, South Dakota, Tennessee, Texas, U.S. Virgin Islands, Utah, Virginia, West Virginia, Wisconsin and Wyoming**: the “non-Maryland fringe rates” shall be applicable. The “non-Maryland” fringe rates are as follows:

Effective August 1, 2009	Theatrical	Television
Health and Welfare	\$41.00	\$41.00
Annuity	17.00	13.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	69.00	65.00

Effective August 2, 2009	Theatrical	Television
Health and Welfare	\$46.00	\$46.00
Annuity	17.00	13.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	74.00	70.00

Effective August 1, 2010	Theatrical	Television
Health and Welfare	\$51.00	\$51.00
Annuity	17.00	13.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	79.00	75.00

Effective July 31, 2011	Theatrical	Television
Health and Welfare	\$56.00	\$56.00
Annuity	17.00	13.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	84.00	80.00

(2) In **California** (outside San Diego, outside the jurisdiction of Local 16 and outside the scope of the Producer - I.A.T.S.E. Basic Agreement and West Coast Studio Local Agreements), **Florida, Maryland and Ohio**,* the “Maryland fringe rates” shall apply. The “Maryland fringe rates” are as follows:

Effective August 1, 2009	Theatrical	Television
Health and Welfare	\$45.00	\$45.00
Annuity	19.00	15.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	75.00	71.00

Effective August 2, 2009	Theatrical	Television
Health and Welfare	\$50.00	\$50.00
Annuity	19.00	15.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	80.00	76.00

* Pension contributions for employees in Ohio shall be made to the Local 27 Pension Plan.

Effective August 1, 2010	Theatrical	Television
Health and Welfare	\$55.00	\$55.00
Annuity	19.00	15.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	85.00	81.00

Effective July 31, 2011	Theatrical	Television
Health and Welfare	\$60.00	\$60.00
Annuity	19.00	15.00
Pension (Def. Ben.)	11.00	11.00
TOTAL:	90.00	86.00

(3) In **Southeastern Michigan**,** the following fringe rates shall apply:

For August 1, 2009: Features – \$86.00 per day (\$49.00 per day health contribution; \$37.00 per day pension contribution); Television – \$76.00 per day (\$43.00 per day health contribution; \$33.00 per day pension contribution).

For the period August 2, 2009 through July 31, 2010: Features – \$91.00 per day (\$54.00 per day health contribution; \$37.00 per day pension contribution); Television – \$81.00 per day (\$48.00 per day health contribution; \$33.00 per day pension contribution).

For the period August 1, 2010 through July 30, 2011: Features – \$96.00 per day (\$59.00 per day health contribution; \$37.00 per day pension contribution); Television – \$86.00 per day (\$53.00 per day health contribution; \$33.00 per day pension contribution).

For the period July 31, 2011 through July 31, 2012: Features – \$101.00 per day (\$64.00 per day health contribution; \$37.00 per day pension contribution); Television – \$91.00 per day (\$58.00 per day health contribution; \$33.00 per day pension contribution).

Health contributions are payable to the IATSE National Benefit Plans Health Fund; pension contributions are payable to the Locals 38 and 812 Pension Plan.

** “Southeastern Michigan” is defined as the counties of Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, Sanilac, St. Clair, Washtenaw and Wayne.

(4) In **Washington, D.C.**, the following fringe rates shall apply:

For August 1, 2009: Features – \$87.00 per day;
Television – \$77.00 per day.

For the period August 2, 2009 through July 31, 2010:
Features – \$92.00 per day; Television – \$82.00 per day.

For the period August 1, 2010 through July 30, 2011:
Features – \$97.00 per day; Television – \$87.00 per day.

For the period July 31, 2011 through July 31, 2012:
Features – \$102.00 per day; Television – \$92.00 per day.

(5) In **Maine, Massachusetts, New Hampshire, Rhode Island** and **Vermont**, the following fringe rates shall apply:

For August 1, 2009: Features – \$84.00 per day;
Television – the “Maryland fringe rates” apply.

For the period August 2, 2009 through July 31, 2010:
Features – \$89.00 per day; Television – the “Maryland fringe rates” apply.

For the period August 1, 2010 through July 30, 2011:
Features – \$94.00 per day; Television – the “Maryland fringe rates” apply.

For the period July 31, 2011 through July 31, 2012:
Features – \$99.00 per day; Television – the “Maryland fringe rates” apply.

(6) In **Las Vegas (NV)**, the following fringe rates shall apply:

For August 1, 2009: \$43.32 per day health fund contribution payable to the IATSE National Health and Welfare Fund and 8% of gross pension contribution payable to the NRA - IATSE Local 720 Joint Trust Fund.

For the period August 2, 2009 through July 31, 2010: \$48.32 per day health fund contribution payable to the IATSE National Health and Welfare Fund and 8% of gross pension contribution payable to NRA – IATSE Local 720 Joint Trust Fund.

For the period August 1, 2010 through July 30, 2011:
\$53.32 per day health fund contribution payable to the IATSE National Health and Welfare Fund and 8% of gross pension contribution payable to the NRA – IATSE Local 720 Joint Trust Fund.

For the period July 31, 2011 through July 31, 2012:
\$58.32 per day health fund contribution payable to the IATSE National Health and Welfare Fund and 8% of gross pension contribution payable to the NRA – IATSE Local 720 Joint Trust Fund.

(7) In **Hawaii**, the following fringe rates shall apply:

For August 1, 2009: \$2.10 per hour plus \$21.00 per day welfare contribution payable to IATSE Local 665 Health and Welfare Trust Fund and \$2.10 per hour payable to Local 665 Annuity Trust Fund, plus an additional \$10.00 per day pension contribution.

For the period August 2, 2009 through July 31, 2010:
\$2.10 per hour plus \$26.00 per day welfare contribution payable to IATSE Local 665 Health and Welfare Trust Fund and \$2.10 per hour payable to Local 665 Annuity Trust Fund, plus an additional \$10.00 per day pension contribution.

For the period August 1, 2010 through July 30, 2011:
\$2.10 per hour plus \$31.00 per day welfare contribution payable to IATSE Local 665 Health and Welfare Trust Fund and \$2.10 per hour payable to Local 665 Annuity Trust Fund, plus an additional \$10.00 per day pension contribution.

For the period July 31, 2011 through July 31, 2012:
\$2.10 per hour plus \$36.00 per day welfare contribution payable to IATSE Local 665 Health and Welfare Trust Fund and \$2.10 per hour payable to Local 665 Annuity Trust Fund, plus an additional \$10.00 per day pension contribution.

(8) In **Oregon** and **Washington**, the following fringe rates shall apply:

For August 1, 2009: Features – \$84.00 per day;
Television – the “non-Maryland fringe rates” apply.

For the period August 2, 2009 through July 31, 2010:
Features – \$89.00 per day; Television – the “non-Maryland fringe rates” apply.

For the period August 1, 2010 through July 30, 2011:
Features – \$94.00 per day; Television – the “non-Maryland fringe rates”
apply.

For the period July 31, 2011 through July 31, 2012:
Features – \$99.00 per day; Television – the “non-Maryland fringe rates”
apply.

(B) Contributions shall be made directly to the appropriate benefit plans. The Employer agrees to execute any documents necessary to make or complete any required contribution to any of the plans.

(C) It is understood that the bargaining parties and the Trustees of the Retirement and Health Plans to which contributions hereunder are remitted will take all necessary steps to assure the tax deductibility of employer contributions under the provisions of the Internal Revenue Code as it now exists or is hereafter amended. In the event that all or any part of said contribution amount is or becomes non-tax-deductible, the bargaining parties shall negotiate in good faith with respect to that portion of the contribution which is not tax-deductible.

ARTICLE 6 – 401(k) PLAN

(A) A 401(k) Plan (and related trust) has been established for the benefit of employees working under this Agreement. The Plan has been established as a Taft-Hartley plan, separate from any existing employee benefit plan or welfare fund. The AMPTP has appointed two (2) trustees to the Plan and the International Alliance has appointed two (2) trustees to the Plan. The Plan is administered by an independent service provider chosen from a list provided by the bargaining parties.

(B) The Plan will continue its current structure and shall operate in accordance with the following:

(1) There will be no Employer contributions to the 401(k) Plan.

(2) Either the Union and/or the participants in the Plan shall pay all start-up costs as well as any management or administrative costs.

(3) The Employers and the Union will take such measures, particularly with respect to design of the Plan, as are required to limit the liability of the Employers.

(4) The Plan shall warrant to the Employers that it will timely discharge its duties and responsibilities, so as to avoid any liability for the Employers.

(5) The Employers agree to transmit salary deferrals in accordance with rules and procedures established by the Plan's trustees.

ARTICLE 7 – HOLIDAYS

The following days shall be recognized as holidays: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If any of the above-named holidays falls on a Sunday, the following Monday shall be considered the holiday and if any of the above-named holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that during six (6) day workweeks, Saturday holidays will be recognized on Saturday.

Pay for holidays which are not worked shall be calculated on the basis of eight (8) hours (at the employee's regular straight time hourly rate). In order for an employee to be eligible for pay for a holiday which is not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday. (If the next scheduled work day after the holiday follows a hiatus of one (1) week or more, no holiday pay shall be payable.) There shall be no pay for any holiday not worked for employees working on long-form television productions, pilots, or the first season of any one-hour television series.

Work on any holiday shall be paid at a premium rate in accordance with Article 3, Paragraph (B)(2) and (D)(3).

ARTICLE 8 – TRAVEL

(A) Production Zone

The "production zone" is defined as the area within a circle which has a radius of thirty (30) miles measured from the Employer's production office.

(B) Nearby Location

Employees requested to report to any production location outside the "production zone" shall be paid travel time and a mileage allowance as described herein, unless the Employer provides transportation. The Employer shall provide transportation to all production locations to all employees who are housed by the Employer.

(C) Mileage Allowance

Unless transported by the Employer, employees traveling to any production location outside the “production zone” shall be paid a mileage allowance calculated at thirty cents (30¢) per mile from the edge of the zone to the production location for all such authorized use of the employee’s vehicle.

(D) Travel Time

Employees shall be paid at their rate in effect for all time traveling to and from any production location outside the “production zone,” measured from the edge of the zone to the production location.

(E) Local and Nearby Hires

Local and Nearby Hires shall be paid “set to set.” If an employee is required to use his or her personal vehicle during the work day to travel between multiple locations, whether inside or outside the production zone, such employee shall be paid a mileage allowance calculated at thirty cents (30¢) per mile.

(F) Distant Hires

Distant Hires shall be paid portal-to-portal. In all cases, this shall be based on the time of travel from the housing accommodations provided to the Distant Hires generally and the applicable production location.

(G) “Travel Only” Day

(i) For any day of the week (including holidays) on which a “Distant Hire” travels to or from distant location at the beginning or end of employment or at the beginning or end of any hiatus period, he shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

(ii) For any day (including holidays) on which a “Nearby Hire” who is required to report outside a production center travels to or from distant location at the beginning or end of employment or at the beginning or end of any hiatus period, he shall receive an allowance of two (2) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

(H) Travel-and-Work or Work-and-Travel

Travel time within the minimum eight (8) hour workday shall be paid for as work time and computed towards the commencement of double time (for work after twelve (12) or fourteen (14) hours in a day), but shall not be paid for at the double time rate. If travel time occurs outside the minimum eight (8) hour workday, it shall be deemed to be work time, but shall not be used in determining the commencement of hours at which double time is paid. However, travel time occurring outside the minimum eight (8) hour workday and between the hours of 6:00 p.m. and 6:00 a.m., when sleeping accommodations are provided, shall not be deemed to be travel time or work time.

ARTICLE 9 – PAYMENT OF WAGES

Wages must be paid to employees no later than the Friday following the end of each production workweek.

ARTICLE 10 – HAZARDOUS WORK

(A) The Employer will not require any employee to perform any work that the employee reasonably considers to present a clear and present danger to his or her health and safety.

(B) An employee requested to perform hazardous work may negotiate a special rate for performing such work. If no agreement is reached, the employee's work opportunities will not be jeopardized by refusing to perform such work.

(C) The Employer will strictly conform with all recognized industry health and safety standards and all applicable health and safety rules and regulations.

ARTICLE 11 – CANCELLATION OF CALLS

In the event of cancellation for previously-called employees, it is understood that if notification is not given by 6:00 p.m. of the previous day's work, then the employee shall be paid an eight (8) hour minimum call.

ARTICLE 12 – ENABLING CLAUSE

On each production, on a case-by-case basis, the Employer or the Union may request certain modifications to the terms and provisions contained in this Agreement which are production-specific. The Union or the Employer, as applicable, shall give consideration to said

modifications and make reasonable efforts to respond to the other party within three (3) business days of the receipt of the request. Any such modifications to this Agreement shall be by a Letter of Understanding.

ARTICLE 13 – UNION ACCESS, UNION REPRESENTATIVE AND UNION REPORTS

(A) The Employer will permit an authorized representative of the Union access to all production sites where bargaining unit employees are performing work.

(B) The Union may appoint one or more Job Stewards for each production. The Employer will not discriminate against the Steward(s) in any way because of his or her duties as a Steward.

(C) Upon request by the Union, the Employers shall provide the Union with genuine copies of all payroll documents, start forms and other employee records for all employees working in covered crafts and classifications. The Employer shall cooperate in good faith with the Union in any audit of this production undertaken by the Union or its agents.

(D) Upon request by the Union, the Employer shall provide to the Union a complete current crew list which notes those employees classified as “nearby” or “distant” hires pursuant to Article 3(H) of this Agreement.

ARTICLE 14 – NO DISCRIMINATION

There shall be no discrimination against any employee due to race, color, creed, religion, sex, sexual preference, age, qualified disability, national origin or Union membership. The matters covered in this Article are not subject to the provisions of Article 15, “Grievance Procedure.”

ARTICLE 15 – GRIEVANCE PROCEDURE

(A) Any dispute between the Union and the Employer concerning the interpretation and/or application of this Agreement which cannot be initially resolved by the Business Representative of the Local Union administering this Agreement and the Unit Production Manager or Producer’s representative, or thereafter by an International Representative of the IATSE and a designated representative of the Employer, may be submitted to arbitration by either party for resolution. The International Union and the Labor Relations representative of the Employer must approve any agreement reached by the applicable Local

Union and the Employer's Production Manager (or Producer) when settling grievances. If an arbitrator cannot be mutually agreed upon, then one will be selected from an arbitration panel obtained from the American Arbitration Association, unless it is not available, in which case the arbitrator shall be selected from a panel obtained from the Federal Mediation and Conciliation Service ("FMCS"). The arbitrator and parties will follow the labor arbitration rules of the AAA or the FMCS, as applicable. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall have the power to determine the specific grievance or dispute, but shall not have the power to amend, modify or effect a change in any of the provisions of the agreement, nor to determine jurisdictional disputes.

(B) The arbitration shall take place in the closest major city to where the alleged violation occurred or elsewhere by mutual agreement. All costs associated with the arbitration shall be borne by the party incurring them except that the cost of the arbitrator and hearing shall be split equally between the parties.

(C) Any grievance or claim shall be deemed waived if it is not reduced to writing and submitted to the other party within the later of: (1) thirty (30) days following the incident giving rise to the claim; or (2) within thirty (30) days after the aggrieved party knows of the facts giving rise to the claim, but in no event later than forty-five (45) days following the close of principal photography on that production at that location. In the case of episodic series, it is understood that each episode shall be considered a separate production. Notwithstanding the foregoing, any grievance or claim for health and welfare or retirement contributions shall be deemed waived if it is not reduced to writing and submitted to the other party within ninety (90) days after the date such contributions were due.

ARTICLE 16 – NO STRIKE OR LOCKOUT

During the term of this Agreement, there shall be no strikes, picketing, work stoppages or other interference with work by the Union, or any lockout by the Employer. Employees have the right to observe and shall not be required to cross any lawful picket line.

ARTICLE 17 – UNION SECURITY

Wherever permitted by law, employees covered by this Agreement, as a condition of employment, shall become and thereafter remain members in good standing of the Union on and after the thirtieth day of their employment or thirty (30) days following the execution of this Agreement, whichever is the later date. To the extent that any federal or

state statute does not permit the form of union security herein provided, then and in that event, this Agreement shall be deemed to provide for the maximum form of union security permitted by law.

As defined and applied in this Article 17, the term “member in good standing of the Union” means a person who offers to pay (and, if the Union accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

ARTICLE 18 – TITLE CREDITS

Title credits may be given to all department heads and key employees in accordance with standard industry practice. The form in which screen credits are given need not conform to an employee’s classification and no presumptions shall flow from the form of such credit. The Employer shall give title credit to the IATSE by displaying its official seal in accordance with standard industry practice.

ARTICLE 19 – PRINCIPLE OF ASSISTANCE

The principle of assistance shall be applicable in all classifications in the performance of bargaining unit work.

ARTICLE 20 – TERM OF AGREEMENT

This Agreement shall be effective as of August 1, 2009 and shall remain in full force and effect for three (3) years, terminating on July 31, 2012.

- | | |
|---|--|
| <i>/s/ ABC Studios</i> | <i>/s/ Regency Television Productions, Inc.</i> |
| <i>/s/ Bonanza Productions Inc.</i> | <i>/s/ San Vicente Productions, Inc.</i> |
| <i>/s/ Castle Rock Pictures, Inc.</i> | <i>/s/ Screen Gems Productions, Inc.</i> |
| <i>/s/ CBS Films Inc.</i> | <i>/s/ Stage 6 Films, Inc.</i> |
| <i>/s/ CBS Studios Inc.</i> | <i>/s/ Turner Television</i> |
| <i>/s/ Columbia Pictures Industries, Inc.</i> | <i>/s/ Twentieth Century Fox Film Corporation</i> |
| <i>/s/ DW Studios Productions LLC</i> | <i>/s/ UA Productions Inc.</i> |
| <i>/s/ Eye Productions Inc.</i> | <i>/s/ United Artists Development LLC</i> |
| <i>/s/ Focus Features Productions LLC</i> | <i>/s/ United Artists Entertainment LLC</i> |
| <i>/s/ FTP Productions, LLC</i> | <i>/s/ Universal City Studios LLLP</i> |
| <i>/s/ Grass Skirt Productions</i> | <i>/s/ Universal Network Television LLC</i> |
| <i>/s/ Metro-Goldwyn-Mayer Pictures Inc.</i> | <i>/s/ Walt Disney Pictures</i> |
| <i>/s/ MFV Productions LLC</i> | <i>/s/ Warner Bros. Pictures</i> |
| <i>/s/ MGM Television Entertainment Inc.</i> | <i>/s/ Warner Bros. Television</i> |
| <i>/s/ New Line Productions, Inc.</i> | <i>/s/ Warner Specialty Productions Inc.</i> |
| <i>/s/ New Regency Productions Inc.</i> | <i>/s/ Warner Specialty Video Productions Inc.</i> |
| <i>/s/ Open 4 Business Productions LLC</i> | |
| <i>/s/ Paige Productions, Inc.</i> | |
| <i>/s/ Paramount Pictures Corporation</i> | |

_____ Dated: _____
[Employer]

/s/ Matthew D. Loeb _____ Dated: _____
International Alliance of Theatrical Stage Employees
and Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada

As of October 1, 2001

Thomas C. Short
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th floor
New York, New York 10018

Re: Holidays/ Bereavement Leave

This will confirm the agreement reached in the 2001 negotiations for a successor agreement to the Theatrical and Television Motion Picture Area Standards Agreement of October 1, 1998 concerning holidays and bereavement leave. During those negotiations, the parties agreed that in the event that the Employers agree to add Martin Luther King, Jr.'s birthday as a holiday under the Producer - IATSE Basic Agreement, the same will automatically be added as a holiday under this Area Standards Agreement. The parties likewise agreed that if the Employers agree to add a bereavement leave provision to the Producer - IATSE Basic Agreement, the same provision shall automatically be included under this Area Standards Agreement.

Each party to the Area Standards Agreement hereby confirms its concurrence with the foregoing by executing in the space below reserved for its signature.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Thomas C. Short

Thomas C. Short
International President

As of August 1, 2006
Revised as of August 1, 2009

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

Re: Wage Rates for First Two Persons Hired Locally in Specified Departments in Washington, D.C.

This will confirm the agreement reached in the 2009 negotiations for a successor agreement to the Theatrical and Television Motion Picture Area Standards Agreement of August 1, 2006 concerning employment of the first two persons hired locally in certain departments in Washington, D.C. During those negotiations, the parties agreed that, for the term of the 2009 Area Standards Agreement only, they would continue their consistent past practice of engaging the first two persons hired locally in Washington, D.C. in the wardrobe, electrical rigging and grip rigging departments at the Key and 2nd rates, respectively.

Each party to the Area Standards Agreement hereby confirms its concurrence with the foregoing by executing in the space below reserved for its signature.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Matthew D. Loeb
Matthew D. Loeb
International President

As of August 1, 2006

Thomas C. Short
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

This will confirm the agreement reached during the negotiations for a successor agreement to the Theatrical and Television Motion Picture Area Standards Agreement of 2001 that the IATSE has jurisdiction over aerial balloons and base camp power sources under the IATSE Area Standards Agreement to the same extent as under the Producer – I.A.T.S.E. Basic Agreement.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Thomas C. Short

Thomas C. Short
International President

As of August 1, 2006
Revised as of August 1, 2009

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

Employees hired from the geographical jurisdiction of Local 479 to perform services in Savannah, Georgia (which is actually within the jurisdiction of Local 491) shall nevertheless be treated as “Nearby Hires” if they reside more than sixty (60) miles from the production location.

Employees hired to work within the geographical jurisdiction of Local 493 in St. Louis, Missouri, who reside more than sixty (60) miles from the production location, but within the state of Missouri, shall be treated as “Nearby Hires.”

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Matthew D. Loeb
Matthew D. Loeb
International President

As of August 1, 2006

Thomas C. Short
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

Re: Scope and Application of Agreement

The Employers agree to continue to work with the IATSE on a case-by-case basis in connection with work done within the jurisdiction of the Theatrical and Television Motion Picture Area Standards Agreement that would otherwise be covered by the Supplemental Videotape or Digital Agreements if done in Los Angeles County.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Thomas C. Short

Thomas C. Short
International President

As of August 1, 2006

Thomas C. Short
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

Re: Notice of Employment Opportunities and Opportunity to Refer Qualified Persons

Dear Tom:

As a result of the negotiations leading up to the Theatrical and Television Motion Picture Area Standards Agreement of 2006, the parties agreed that further clarification of the obligations set forth in Article 2(C) of the Agreement was in order. The parties agreed that the attached letter dated April 15, 2003 (marked as "Appendix 'A'"), sent by Carol Lombardini to Matt Loeb, accurately clarifies those obligations and should be appended to the Agreement as a sideletter.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Thomas C. Short
Thomas C. Short
International President

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

15503 Ventura Boulevard
Encino, California 91436-3103
(818) 995-3600
Fax (818) 382-1793



Carol A. Lombardini
Senior Vice President
Legal and Business Affairs

April 15, 2003

Matt Loeb
International Vice President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

**Re: IATSE Area Standards Agreement; Local Union to Have Notice of
Employment Opportunities and Opportunity to Refer Qualified Persons**

Dear Matt:

Article 2(C) of the 1998 Southeast Area Standards Agreement between the International Alliance of Theatrical Stage Employees and the Employer provided as follows:

“Whenever the Employer is in need of persons to perform work covered by this Agreement, it will give the appropriate Local Union notice and an opportunity to refer qualified persons in a non-discriminatory manner. The Employer will give good faith consideration to all persons referred by the Union.”

This language was changed in the successor Agreement to the 1998 Southeast Area Standards Agreement, the 2001 IATSE Area Standards Agreement, to read as follows:

“Upon request of the Employer, the Local shall expeditiously supply the Employer with a referral list of individuals who have work experience in the production of motion pictures, together with the address, contact number and skill of each such individual. The Local shall refer qualified persons in a non-discriminatory manner. For employees on the referral list, the address shown on the list shall be used in determining whether the employee is to be treated as a Local Hire, a Nearby Hire or Distant Hire.”


This will confirm that the change in language was not intended to alter the Employer’s obligation to give the appropriate Local Union notice and an opportunity to refer qualified persons whenever an Employer seeks to hire employees under the Area Standards Agreement. The use of the phrase “upon request of the Employer” was not intended to give the Employer discretion whether or not to notify the Local Union, but rather to indicate that the Local Union was to furnish the Employer with a referral list of qualified employees when so requested by the Employer.

Matt Loeb
Page 2
April 15, 2003

This will also confirm that although the 2001 IATSE Area Standards Agreement, unlike the 1998 IATSE Southeast Area Standards Agreement, does not explicitly so provide, the Employer will continue to give good faith consideration to those on the referral list supplied by the Local Union, with the right of final selection reserved to the Employer.

Please feel free to use this letter as an expression of our mutual intent in bargaining this clause in order to clear up any questions with respect to the Employer's obligation to notify the Local Union of work opportunities for employees covered under the IATSE Area Standards Agreement.

Sincerely,



Carol A. Lombardini

cc: Alliance Bargaining Committee
J. Nicholas Counter III
Thomas C. Short

As of August 1, 2006

Thomas C. Short
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

**Re: Pension and Health Contributions for Certain Individuals
with Prior Work Experience Under the Local #52
Agreement Who Work Under the IATSE Area Standards
Agreement**

Dear Tom:

This will confirm the agreement reached concerning the submission of pension and health contributions for individuals who are hired in New York or New Jersey to perform work covered under the IATSE Area Standards Agreement. Any such individual who has previously worked under the Local #52 Agreement and is a participant in the Motion Picture Industry Pension and Health Plans shall have pension and health and Individual Account Plan contributions made on his or her behalf to the Motion Picture Industry Pension and Health Plans, at the same rates as are applicable under the IATSE Basic Agreement, in lieu of contributions being made to the appropriate Plan(s) at the applicable rate specified in Article 5 of the IATSE Area Standards Agreement.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Thomas C. Short

Thomas C. Short
International President

As of March 3, 2007

Thomas C. Short
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

**Re: Pension and Health Contributions for Certain Individuals
with Prior Work Experience Under the Local #161
Agreement Who Work Under the IATSE Area Standards
Agreement**

Dear Tom:

This will confirm the agreement reached concerning the submission of pension and health contributions for individuals who are hired in New York, New Jersey or Connecticut to perform work covered under the IATSE Area Standards Agreement. Effective March 3, 2007, any such individual who has previously worked under the Local #161 Agreement and is a participant in the Motion Picture Industry Pension and Health Plans shall have pension and health and Individual Account Plan contributions made on his or her behalf to the Motion Picture Industry Pension and Health Plans, at the same rates as are applicable under the IATSE Basic Agreement, in lieu of contributions being made to the appropriate Plan(s) at the applicable rate specified in Article 5 of the IATSE Area Standards Agreement.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Thomas C. Short

Thomas C. Short
International President

As of August 1, 2009

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

Re: Travel Coordinators

Dear Matt:

Any individual assigned to work in the production office at a production location on a full-time basis solely for the purpose of making travel arrangements for production employees who is working under the supervision of the Production Office Coordinator shall be covered under the IATSE Area Standards Agreement as an Assistant Production Office Coordinator.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Matthew D. Loeb
Matthew D. Loeb
International President

As of August 1, 2009

Matthew D. Loeb
International President
International Alliance of Theatrical Stage Employees
1430 Broadway, 20th Floor
New York, New York 10018

Re: Productions Made for New Media

Dear Matt:

This Sideletter confirms the understanding of the International Alliance of Theatrical Stage Employees (hereinafter “the IATSE”), on the one hand, and each Employer signatory to the IATSE Theatrical and Television Motion Picture Area Standards Agreement of 2009 (hereinafter “the Area Standards Agreement”), on the other hand, (collectively “the parties”), concerning the terms and conditions applicable to the production of dramatic, scripted motion pictures that are made for the Internet, mobile devices, or any other new media platform in existence as of August 1, 2009 (hereinafter collectively referred to as “New Media”).^{1, 2} With respect to such productions intended for initial use in new media, the parties agree as follows:

The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.

¹ This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

² The Employer agrees to work with the IATSE on a case-by-case basis in connection with work performed on productions made for new media that are outside the scope of this Sideletter, but that would otherwise be covered by the “Sideletter re Productions Made for New Media” under the Supplemental Videotape or Digital Agreements if done in Los Angeles County.

A. Recognition

The Employer recognizes the IATSE as the exclusive bargaining representative of employees employed within the classifications covered by the Area Standards Agreement on dramatic, scripted motion pictures which are intended for initial exhibition in New Media, but excluding documentaries and “Experimental New Media Productions,” as that term is defined below, within the geographic scope covered by said Agreement.

B. Coverage

Coverage shall be at the Employer’s option with respect to “Experimental New Media Productions.” Should the Employer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D. below, shall apply.

An “Experimental New Media Production” is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) \$15,000 per minute of program material as exhibited, and (b) \$300,000 per single production as exhibited, and (c) \$500,000 per series of programs produced for a single order; and (2) on which fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of, an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers theatrical and/or television production as well as productions made for new media (but including the Theatrical Low Budget Agreement). With respect to any employee working within the geographic scope of the Producer-IATSE Basic Agreement (hereinafter “the Basic Agreement”) or the Producer-IATSE Videotape Electronics Supplemental Basic Agreement (hereinafter “the Videotape Agreement”), such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or on the New Media Roster established pursuant to Paragraph E.(3) of the Sideletter re Productions Made for New Media in the Basic Agreement or, in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the

Videotape Agreement, the Theatrical Low Budget Agreement or on New Media productions covered under the Sideletter re Productions Made for New Media in the Basic or Videotape Agreement.³ With respect to any employee working within the respective classifications and geographic scope of an industry-wide agreement described in the first sentence of this paragraph other than the Basic Agreement or the Videotape Agreement, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such agreement, and/or on New Media Productions covered under any such agreement.⁴ In determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping, regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties which are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, NTSC Video Master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

If the Employer began production of an “Experimental New Media Production” which the Employer elected not to cover

^{3,4} The Employer shall be entitled to rely on the representation of the employee as to whether he or she meets the “thirty (30) or more days of work experience within the last three (3) years” requirement.

under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production who meet the description in the second or third sentences of the second paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph (but including at least one (1) employee covered under this Sideletter), then said production shall automatically be deemed covered hereunder, starting from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Employer shall use reasonable efforts to notify the IATSE that it intends to cover an “Experimental New Media Production” by the start of principal photography.

C. Terms and Conditions of Employment on Derivative New Media Productions

A “Derivative New Media Production” is a production for New Media based on an existing television motion picture covered by the Area Standards Agreement that was produced for “traditional” media – *e.g.*, a free television, basic cable or pay television motion picture (“the source production”) – and is a dramatic, scripted program.

Employees may be employed by an Employer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative Production shall be considered part of the workday for the Employees on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including benefits, shall continue as if the employee were continuing to work on the source production.

In all other situations, terms and conditions of employment are freely negotiable between the Employee and the Employer, except for those provisions identified in Paragraph E. below.

D. Terms and Conditions of Employment on Original New Media Productions

Terms and conditions of employment on Original New Media Productions are freely negotiable between the Employee and the Employer, except for those provisions identified in Paragraph E. below.

E. Other Provisions

(1) Union Security

The provisions of Article 17, "Union Security," of the Area Standards Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this sideletter and on motion pictures covered under the Area Standards Agreement.

(2) Pension, Health and Annuity Plans

On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), Employer's only obligation hereunder shall be to contribute to the applicable Health and Welfare Plan on behalf of each employee covered under the terms of this Sideletter \$30 per day effective August 2, 2009 (\$32 per day effective August 1, 2010 and \$35 per day effective July 31, 2011), in lieu of any amounts required under Article 5 of the Area Standards Agreement.

On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), or when Employees are assigned by the Employer to a Derivative New Media Production as part of their regular workday on the source production, Employer shall be obligated to make pension, health and welfare and annuity contributions (to the extent applicable) in

accordance with the applicable provisions of Article 5 of the Area Standards Agreement.

(3) Preference of Employment

There shall be no preference of employment of any kind or nature in the employment of Employees on New Media Productions hereunder.

(4) Grievance and Arbitration

Any dispute with regard to the interpretation or application of this Sideletter shall be resolved in accordance with the grievance procedure set forth in Article 15 of the Area Standards Agreement, except that the Union's rights and responsibilities under the grievance procedure shall be administered exclusively by the IATSE.

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on Productions made for New Media and that there will be full interchange of job functions among Employees, so that a single Employee may be required to perform the functions of multiple job classifications.

(6) No Strike, No Lockout

During the term of this Agreement, the Union agrees not to engage in any strike, sympathy strike or work stoppage against the Employer. The Employer agrees not to engage in any lockout of its Employees employed hereunder during the term of this Agreement.

(7) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions of the Area Standards Agreement shall be applicable to Employees employed on New Media Productions.

F. “Sunset” Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Area Standards Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

Sincerely,

[Employer]

ACCEPTED AND AGREED:

/s/ Matthew D. Loeb

Matthew D. Loeb

International President

APPENDIX A

IATSE AREA STANDARDS CRAFTS AND CLASSIFICATIONS WAGE SCHEDULE

- 1) The following minimum wage scale shall be effective on August 1, 2009 only.

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates	
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		
CONSTRUCTION, PAINT & SCENIC					
Coordinator	per individual negotiation	per individual negotiation	per individual negotiation	\$27.99	per individual negotiation
Draftsperson	\$27.37	\$25.54	\$26.77	23.10	\$22.51
Foreman	32.23	29.81	31.64	27.99	per individual negotiation
Gang Boss	29.21	27.37	28.59	25.54	24.94
Shop Crafts Person	27.37	25.54	26.77	23.10	22.51
Prop/Model Makers	27.37	25.54	26.77	23.10	22.51
Construction Divers	27.37	25.54	26.77	23.10	22.51
Utility Technicians ¹	23.73	23.10	23.73	20.67	20.06
Buyer	29.21	27.37	28.59	23.10	22.51
Tool Person (MD)	27.37	25.54	26.77	N/A	N/A
Key Scenic Artist (MD)	per individual negotiation	per individual negotiation	per individual negotiation	N/A	N/A
Scenic Foreperson	32.23	29.81	31.64	25.54	24.94
Set Painters	27.37	25.54	26.77	23.10	22.51
Scenic Artist	27.37	25.54	26.77	25.54	24.94
Sign Painters/Writers	29.21	27.37	28.59	25.54	24.94
On Set Painters	29.21	27.37	28.59	25.54	24.94

¹ Utility Persons may be hired at the ratio of one (1) utility person for each five (5) full journeyman hired in the construction department (journeyman does not include the forepersons and gang boss classifications). This ratio shall be suspended for the striking of scenery after the last day of principal photography. No strike personnel shall have their current wage diminished as a result of this provision.

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates	
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		
CONSTRUCTION, PAINT & SCENIC					
Sculptors/Plasterers	\$27.37	\$25.54	\$26.77	\$23.10	22.51
PROPS					
Prop Master	32.23	29.81	31.64	27.99	per individual negotiation
Assistant Prop Master/ Prop Assistant	29.21	27.37	28.59	25.54	\$24.94
Buyer	27.37	25.54	26.77	23.10	22.51
Prop Weapons	29.21	27.37	28.59	25.54	24.94
On Set Picture Cars/Boats	27.37	25.54	26.77	23.10	22.51
Marine Coordinator	29.21	27.37	28.59	25.54	24.94
Boat Handlers	27.37	25.54	26.77	23.10	22.51
Prop Person	27.37	25.54	26.77	23.10	22.51
SET DRESSING					
Set Decorator	per individual negotiation	per individual negotiation	per individual negotiation	27.99	per individual negotiation
Lead Person	32.23	29.81	31.64	25.54	24.94
Draper/Upholsterer	27.37	25.54	26.77	23.10	22.51
Buyer	32.23	29.81	31.64	23.10	22.51
First Dresser (MD)	29.21	27.37	28.59	N/A	N/A
Dressers, On Set, Off Set, Swing Gang	27.37	25.54	26.77	23.10	22.51
GREENS					
Greens Persons/ Foreman	32.23	29.81	31.64	27.99	per individual negotiation
First Greens	29.21	27.37	28.59	25.54	24.94
On Set Greens	27.37	25.54	26.77	23.10	22.51
WARDROBE					
Wardrobe Supervisor	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates	
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		
WARDROBE					
Costume Designer	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Key Wardrobe/ Lead Set Wardrobe	\$32.23	\$29.81	\$31.64	\$25.54	\$24.94
Assistant Key (non-MD)	N/A	N/A	N/A	23.10	22.51
Costumer/Buyer/ Stylist	27.37	25.54	26.77	23.10	22.51
Set Costumer	27.37	25.54	26.77	23.10	22.51
Key Tailor/Fitter (MD)	29.21	27.37	28.59	N/A	N/A
Seamstress/Tailor/ Stitcher/Sewer	27.37	25.54	26.77	23.10	22.51
GRIPS					
Key	32.23	29.81	31.64	27.99	per individual negotiation
Best Boy Grip	29.21	27.37	28.59	25.54	24.94
Dolly Grip	29.21	27.37	28.59	25.54	24.94
Crane Operators	27.37	25.54	26.77	23.10	22.51
Grips	27.37	25.54	26.77	23.10	22.51
Pre-Riggers	27.37	25.54	26.77	23.10	22.51
ELECTRIC					
Gaffer	32.23	29.81	31.64	27.99	per individual negotiation
Best Boy	29.21	27.37	28.59	25.54	24.94
Generator Operator	29.21	27.37	28.59	25.54	24.94
Electrician	27.37	25.54	26.77	23.10	22.51
Laptop Operator (lighting)	29.21	27.37	28.59	25.54	24.94
Pipe Rigging	27.37	25.54	26.77	23.10	22.51
SPECIAL EFFECTS					
Coordinator/Key	32.23	29.81	31.64	27.99	per individual negotiation

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates	
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		
SPECIAL EFFECTS					
Effects Assistant/ Charge Person	\$29.21	\$27.37	\$28.59	\$25.54	\$24.94
Additional Effects/ Mechanical Effects/ Powder Person	27.37	25.54	26.77	23.10	22.51
Divers	29.21	27.37	28.59	25.54	24.94
SOUND					
Mixer/Recordist	32.23	29.81	31.64	27.99	per individual negotiation
Boom Person/Assistant	29.21	27.37	28.59	25.54	24.94
Cable Utility Person	27.37	25.54	26.77	23.10	22.51
VIDEO ASSIST					
VTR/Playback	32.23	29.81	31.64	27.99	per individual negotiation
Non-Record Video/ Video Assist	27.37	25.54	26.77	23.10	22.51
CRAFTS SERVICE					
Key Crafts Service	29.21 ²	27.37 ²	28.59 ²	25.54	24.94
Crafts Service Assistant	27.37 ²	25.54 ²	26.77 ²	23.10	22.51
FIRST AID					
First Aid (EMT, Paramedic, RN)	29.21	27.37	28.59	25.54	24.94
SCRIPT SUPERVISOR					
Script Supervisor (if hired locally) ³	32.23	29.81	31.64	27.99	per individual negotiation

² All off and on production labor except for active construction will be performed by Craft Service.

³ Unless otherwise represented by another IATSE Local Union

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates	
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		
HAIR AND MAKE-UP					
Key Hair/ Key Make-Up (if hired locally) ³	\$32.23	\$29.81	\$31.64	\$27.99	per individual negotiation
Assistant Hair/ Assistant Make-Up (if hired locally) ³	29.21	27.37	28.59	25.54	\$24.94
PRODUCTION OFFICE					
Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Assistant Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
ART DEPARTMENT					
Art Department Coordinator (if hired locally) ⁴	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
PROJECTION					
Daily Projectionist (Appendix E)	27.37	25.54	26.77	23.10	22.51
TRANSPORTATION (Puerto Rico Only)					
Transportation Coordinator	N/A	N/A	N/A	27.99	per individual negotiation
Transportation Captain	N/A	N/A	N/A	25.54	24.94
Driver	N/A	N/A	N/A	23.10	22.51

³ Unless otherwise represented by another IATSE Local Union

⁴ Employed on an "on call" basis

- 2) The following minimum wage scale shall be effective for the period commencing with August 2, 2009 to and including July 31, 2010.

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
CONSTRUCTION, PAINT & SCENIC						
Coordinator	per individual negotiation	per individual negotiation	per individual negotiation	\$28.55	per individual negotiation	per individual negotiation
Draftsperson	\$27.92	\$26.05	\$27.31	23.56	\$22.51	\$22.96
Foreman	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Gang Boss	29.79	27.92	29.16	26.05	24.94	25.44
Shop Crafts Person	27.92	26.05	27.31	23.56	22.51	22.96
Prop/Model Makers	27.92	26.05	27.31	23.56	22.51	22.96
Construction Divers	27.92	26.05	27.31	23.56	22.51	22.96
Utility Technicians ¹	24.20	23.56	24.20	21.08	20.06	20.46
Buyer	29.79	27.92	29.16	23.56	22.51	22.96
Tool Person (MD)	27.92	26.05	27.31	N/A	N/A	N/A
Key Scenic Artist (MD)	per individual negotiation	per individual negotiation	per individual negotiation	N/A	N/A	N/A
Scenic Foreperson	32.87	30.41	32.27	26.05	24.94	25.44
Set Painters	27.92	26.05	27.31	23.56	22.51	22.96
Scenic Artist	27.92	26.05	27.31	26.05	24.94	25.44

¹ Utility Persons may be hired at the ratio of one (1) utility person for each five (5) full journeyman hired in the construction department (journeyman does not include the forepersons and gang boss classifications). This ratio shall be suspended for the striking of scenery after the last day of principal photography. No strike personnel shall have their current wage diminished as a result of this provision.

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
CONSTRUCTION, PAINT & SCENIC						
Sign Painters/Writers	\$29.79	\$27.92	\$29.16	\$26.05	\$24.94	\$25.44
On Set Painters	29.79	27.92	29.16	26.05	24.94	25.44
Sculptors/Plasterers	27.92	26.05	27.31	23.56	22.51	22.96
PROPS						
Prop Master	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Assistant Prop Master/Prop Assistant	29.79	27.92	29.16	26.05	24.94	25.44
Buyer	27.92	26.05	27.31	23.56	22.51	22.96
Prop Weapons	29.79	27.92	29.16	26.05	24.94	25.44
On Set Picture Cars/Boats	27.92	26.05	27.31	23.56	22.51	22.96
Marine Coordinator	29.79	27.92	29.16	26.05	24.94	25.44
Boat Handlers	27.92	26.05	27.31	23.56	22.51	22.96
Prop Person	27.92	26.05	27.31	23.56	22.51	22.96
SET DRESSING						
Set Decorator	per individual negotiation	per individual negotiation	per individual negotiation	28.55	per individual negotiation	per individual negotiation
Lead Person	32.87	30.41	32.27	26.05	24.94	25.44
Drapery/Upholsterer	27.92	26.05	27.31	23.56	22.51	22.96
Buyer	32.87	30.41	32.27	23.56	22.51	22.96
First Dresser (MD)	29.79	27.92	29.16	N/A	N/A	N/A
Dressers, On Set, Off Set, Swing Gang	27.92	26.05	27.31	23.56	22.51	22.96
GREENS						
Greens Persons/Foreman	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
First Greens	29.79	27.92	29.16	26.05	24.94	25.44

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
GREENS						
On Set Greens	\$27.92	\$26.05	\$27.31	\$23.56	\$22.51	\$22.96
WARDROBE						
Wardrobe Supervisor	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Costume Designer	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Key Wardrobe/ Lead Set Wardrobe	32.87	30.41	32.27	26.05	24.94	25.44
Assistant Key (non-MD)	N/A	N/A	N/A	23.56	22.51	22.96
Costumer/Buyer/ Stylist	27.92	26.05	27.31	23.56	22.51	22.96
Set Costumer	27.92	26.05	27.31	23.56	22.51	22.96
Key Tailor/Fitter (MD)	29.79	27.92	29.16	N/A	N/A	N/A
Seamstress/Tailor/ Stitcher/Sewer	27.92	26.05	27.31	23.56	22.51	22.96
GRIPS						
Key	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Best Boy Grip	29.79	27.92	29.16	26.05	24.94	25.44
Dolly Grip	29.79	27.92	29.16	26.05	24.94	25.44
Crane Operators	27.92	26.05	27.31	23.56	22.51	22.96
Grips	27.92	26.05	27.31	23.56	22.51	22.96
Pre-Riggers	27.92	26.05	27.31	23.56	22.51	22.96
ELECTRIC						
Gaffer	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Best Boy	29.79	27.92	29.16	26.05	24.94	25.44
Generator Operator	29.79	27.92	29.16	26.05	24.94	25.44

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
ELECTRIC						
Electrician	\$27.92	\$26.05	\$27.31	\$23.56	\$22.51	\$22.96
Laptop Operator (lighting)	29.79	27.92	29.16	26.05	24.94	25.44
Pipe Rigging	27.92	26.05	27.31	23.56	22.51	22.96
SPECIAL EFFECTS						
Coordinator/Key	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Effects Assistant/ Charge Person	29.79	27.92	29.16	26.05	24.94	25.44
Additional Effects/ Mechanical Effects/ Powder Person	27.92	26.05	27.31	23.56	22.51	22.96
Divers	29.79	27.92	29.16	26.05	24.94	25.44
SOUND						
Mixer/Recordist	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Boom Person/ Assistant	29.79	27.92	29.16	26.05	24.94	25.44
Cable Utility Person	27.92	26.05	27.31	23.56	22.51	22.96
VIDEO ASSIST						
VTR/Playback	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Non-Record Video/ Video Assist	27.92	26.05	27.31	23.56	22.51	22.96
CRAFTS SERVICE						
Key Crafts Service	29.79 ²	27.92 ²	29.16 ²	26.05	24.94	25.44
Crafts Service Assistant	27.92 ²	26.05 ²	27.31 ²	23.56	22.51	22.96

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
FIRST AID						
First Aid (EMT, Paramedic, RN)	\$29.79	\$27.92	\$29.16	\$26.05	\$24.94	\$25.44
SCRIPT SUPERVISOR						
Script Supervisor (if hired locally) ³	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
HAIR AND MAKE-UP						
Key Hair/ Key Make-Up (if hired locally) ³	32.87	30.41	32.27	28.55	per individual negotiation	per individual negotiation
Assistant Hair/ Assistant Make-Up (if hired locally) ³	29.79	27.92	29.16	26.05	24.94	25.44
PRODUCTION OFFICE						
Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Assistant Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
ART DEPARTMENT						
Art Department Coordinator (if hired locally) ⁴	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
PROJECTION						
Daily Projectionist (Appendix C)	27.92	26.05	27.31	23.56	22.51	22.96

³ Unless otherwise represented by another IATSE Local Union

⁴ Employed on an “on call” basis

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
TRANSPORTATION (Puerto Rico Only)						
Transportation Coordinator	N/A	N/A	N/A	\$28.55	per individual negotiation	per individual negotiation
Transportation Captain	N/A	N/A	N/A	26.05	\$24.94	\$25.44
Driver	N/A	N/A	N/A	23.56	22.51	22.96

- 3) The following minimum wage scale shall be effective for the period commencing with August 1, 2010 to and including July 30, 2011.

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
CONSTRUCTION, PAINT & SCENIC						
Coordinator	per individual negotiation	per individual negotiation	per individual negotiation	\$29.12	per individual negotiation	per individual negotiation
Draftsperson	\$28.48	\$26.57	\$27.86	24.03	\$22.96	\$23.42
Foreman	33.53	31.02	32.92	29.12	per individual negotiation	per individual negotiation
Gang Boss	30.39	28.48	29.74	26.57	25.44	25.95
Shop Crafts Person	28.48	26.57	27.86	24.03	22.96	23.42
Prop/Model Makers	28.48	26.57	27.86	24.03	22.96	23.42
Construction Divers	28.48	26.57	27.86	24.03	22.96	23.42
Utility Technicians ¹	24.68	24.03	24.68	21.50	20.46	20.87
Buyer	30.39	28.48	29.74	24.03	22.96	23.42
Tool Person (MD)	28.48	26.57	27.86	N/A	N/A	N/A
Key Scenic Artist (MD)	per individual negotiation	per individual negotiation	per individual negotiation	N/A	N/A	N/A
Scenic Foreperson	33.53	31.02	32.92	26.57	25.44	25.95
Set Painters	28.48	26.57	27.86	24.03	22.96	23.42
Scenic Artist	28.48	26.57	27.86	26.57	25.44	25.95
Sign Painters/Writers	30.39	28.48	29.74	26.57	25.44	25.95
On Set Painters	30.39	28.48	29.74	26.57	25.44	25.95
Sculptors/Plasterers	28.48	26.57	27.86	24.03	22.96	23.42

¹ Utility Persons may be hired at the ratio of one (1) utility person for each five (5) full journeyman hired in the construction department (journeyman does not include the forepersons and gang boss classifications). This ratio shall be suspended for the striking of scenery after the last day of principal photography. No strike personnel shall have their current wage diminished as a result of this provision.

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
PROPS						
Prop Master	\$33.53	\$31.02	\$32.92	\$29.12	per individual negotiation	per individual negotiation
Assistant Prop Master/Prop Assistant	30.39	28.48	29.74	26.57	\$25.44	\$25.95
Buyer	28.48	26.57	27.86	24.03	22.96	23.42
Prop Weapons	30.39	28.48	29.74	26.57	25.44	25.95
On Set Picture Cars/Boats	28.48	26.57	27.86	24.03	22.96	23.42
Marine Coordinator	30.39	28.48	29.74	26.57	25.44	25.95
Boat Handlers	28.48	26.57	27.86	24.03	22.96	23.42
Prop Person	28.48	26.57	27.86	24.03	22.96	23.42
SET DRESSING						
Set Decorator	per individual negotiation	per individual negotiation	per individual negotiation	29.12	per individual negotiation	per individual negotiation
Lead Person	33.53	31.02	32.92	26.57	25.44	25.95
Drapery/Upholsterer	28.48	26.57	27.86	24.03	22.96	23.42
Buyer	33.53	31.02	32.92	24.03	22.96	23.42
First Dresser (MD)	30.39	28.48	29.74	N/A	N/A	N/A
Dressers, On Set, Off Set, Swing Gang	28.48	26.57	27.86	24.03	22.96	23.42
GREENS						
Greens Persons/Foreman	33.53	31.02	32.92	29.12	per individual negotiation	per individual negotiation
First Greens	30.39	28.48	29.74	26.57	25.44	25.95
On Set Greens	28.48	26.57	27.86	24.03	22.96	23.42
WARDROBE						
Wardrobe Supervisor	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
WARDROBE						
Costume Designer	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Key Wardrobe/ Lead Set Wardrobe	\$33.53	\$31.02	\$32.92	\$26.57	\$25.44	\$25.95
Assistant Key (non-MD)	N/A	N/A	N/A	24.03	22.96	23.42
Costumer/Buyer/ Stylist	28.48	26.57	27.86	24.03	22.96	23.42
Set Costumer	28.48	26.57	27.86	24.03	22.96	23.42
Key Tailor/Fitter (MD)	30.39	28.48	29.74	N/A	N/A	N/A
Seamstress/Tailor/ Stitcher/Sewer	28.48	26.57	27.86	24.03	22.96	23.42
GRIPS						
Key	33.53	31.02	32.92	29.12	per individual negotiation	per individual negotiation
Best Boy Grip	30.39	28.48	29.74	26.57	25.44	25.95
Dolly Grip	30.39	28.48	29.74	26.57	25.44	25.95
Crane Operators	28.48	26.57	27.86	24.03	22.96	23.42
Grips	28.48	26.57	27.86	24.03	22.96	23.42
Pre-Riggers	28.48	26.57	27.86	24.03	22.96	23.42
ELECTRIC						
Gaffer	33.53	31.02	32.92	29.12	per individual negotiation	per individual negotiation
Best Boy	30.39	28.48	29.74	26.57	25.44	25.95
Generator Operator	30.39	28.48	29.74	26.57	25.44	25.95
Electrician	28.48	26.57	27.86	24.03	22.96	23.42
Laptop Operator (lighting)	30.39	28.48	29.74	26.57	25.44	25.95
Pipe Rigging	28.48	26.57	27.86	24.03	22.96	23.42

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
SPECIAL EFFECTS						
Coordinator/Key	\$33.53	\$31.02	\$32.92	\$29.12	per individual negotiation	per individual negotiation
Effects Assistant/ Charge Person	30.39	28.48	29.74	26.57	\$25.44	\$25.95
Additional Effects/ Mechanical Effects/ Powder Person	28.48	26.57	27.86	24.03	22.96	23.42
Divers	30.39	28.48	29.74	26.57	25.44	25.95
SOUND						
Mixer/Recordist	33.53	31.02	32.92	29.12	per individual negotiation	per individual negotiation
Boom Person/ Assistant	30.39	28.48	29.74	26.57	25.44	25.95
Cable Utility Person	28.48	26.57	27.86	24.03	22.96	23.42
VIDEO ASSIST						
VTR/Playback	33.53	31.02	32.92	29.12	per individual negotiation	per individual negotiation
Non-Record Video/ Video Assist	28.48	26.57	27.86	24.03	22.96	23.42
CRAFTS SERVICE						
Key Crafts Service	30.39 ²	28.48 ²	29.74 ²	26.57	25.44	25.95
Crafts Service Assistant	28.48 ²	26.57 ²	27.86 ²	24.03	22.96	23.42
FIRST AID						
First Aid (EMT, Paramedic, RN)	30.39	28.48	29.74	26.57	25.44	25.95

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
SCRIPT SUPERVISOR						
Script Supervisor (if hired locally) ³	\$33.53	\$31.02	\$32.92	\$29.12	per individual negotiation	per individual negotiation
HAIR AND MAKE-UP						
Key Hair/ Key Make-Up (if hired locally) ³	33.53	31.02	32.92	29.12	per individual negotiation	per individual negotiation
Assistant Hair/ Assistant Make-Up (if hired locally) ³	30.39	28.48	29.74	26.57	\$25.44	\$25.95
PRODUCTION OFFICE						
Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Assistant Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
ART DEPARTMENT						
Art Department Coordinator (if hired locally) ⁴	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
PROJECTION						
Daily Projectionist (Appendix C)	28.48	26.57	27.86	24.03	22.96	23.42
TRANSPORTATION (Puerto Rico Only)						
Transportation Coordinator	N/A	N/A	N/A	29.12	per individual negotiation	per individual negotiation

³ Unless otherwise represented by another IATSE Local Union

⁴ Employed on an “on call” basis

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
TRANSPORTATION (Puerto Rico Only)						
Transportation Captain	N/A	N/A	N/A	\$26.57	\$25.44	\$25.95
Driver	N/A	N/A	N/A	24.03	22.96	23.42

- 4) The following minimum wage scale shall be effective for the period commencing with July 31, 2011 to and including July 31, 2012.

Crafts and Classifications	"Maryland" Minimum Hourly Wage Rates			"Non-Maryland" Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
CONSTRUCTION, PAINT & SCENIC						
Coordinator	per individual negotiation	per individual negotiation	per individual negotiation	\$29.70	per individual negotiation	per individual negotiation
Draftsperson	\$29.05	\$27.10	\$28.42	24.51	\$23.42	\$23.89
Foreman	34.20	31.64	33.58	29.70	per individual negotiation	per individual negotiation
Gang Boss	31.00	29.05	30.33	27.10	25.95	26.47
Shop Crafts Person	29.05	27.10	28.42	24.51	23.42	23.89
Prop/Model Makers	29.05	27.10	28.42	24.51	23.42	23.89
Construction Divers	29.05	27.10	28.42	24.51	23.42	23.89
Utility Technicians ¹	25.17	24.51	25.17	21.93	20.87	21.29
Buyer	31.00	29.05	30.33	24.51	23.42	23.89
Tool Person (MD)	29.05	27.10	28.42	N/A	N/A	N/A
Key Scenic Artist (MD)	per individual negotiation	per individual negotiation	per individual negotiation	N/A	N/A	N/A
Scenic Foreperson	34.20	31.64	33.58	27.10	25.95	26.47
Set Painters	29.05	27.10	28.42	24.51	23.42	23.89
Scenic Artist	29.05	27.10	28.42	27.10	25.95	26.47
Sign Painters/Writers	31.00	29.05	30.33	27.10	25.95	26.47
On Set Painters	31.00	29.05	30.33	27.10	25.95	26.47
Sculptors/Plasterers	29.05	27.10	28.42	24.51	23.42	23.89

¹ Utility Persons may be hired at the ratio of one (1) utility person for each five (5) full journeyman hired in the construction department (journeyman does not include the forepersons and gang boss classifications). This ratio shall be suspended for the striking of scenery after the last day of principal photography. No strike personnel shall have their current wage diminished as a result of this provision.

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
PROPS						
Prop Master	\$34.20	\$31.64	\$33.58	\$29.70	per individual negotiation	per individual negotiation
Assistant Prop Master/Prop Assistant	31.00	29.05	30.33	27.10	\$25.95	\$26.47
Buyer	29.05	27.10	28.42	24.51	23.42	23.89
Prop Weapons	31.00	29.05	30.33	27.10	25.95	26.47
On Set Picture Cars/Boats	29.05	27.10	28.42	24.51	23.42	23.89
Marine Coordinator	31.00	29.05	30.33	27.10	25.95	26.47
Boat Handlers	29.05	27.10	28.42	24.51	23.42	23.89
Prop Person	29.05	27.10	28.42	24.51	23.42	23.89
SET DRESSING						
Set Decorator	per individual negotiation	per individual negotiation	per individual negotiation	29.70	per individual negotiation	per individual negotiation
Lead Person	34.20	31.64	33.58	27.10	25.95	26.47
Draper/Upholsterer	29.05	27.10	28.42	24.51	23.42	23.89
Buyer	34.20	31.64	33.58	24.51	23.42	23.89
First Dresser (MD)	31.00	29.05	30.33	N/A	N/A	N/A
Dressers, On Set, Off Set, Swing Gang	29.05	27.10	28.42	24.51	23.42	23.89
GREENS						
Greens Persons/ Foreman	34.20	31.64	33.58	29.70	per individual negotiation	per individual negotiation
First Greens	31.00	29.05	30.33	27.10	25.95	26.47
On Set Greens	29.05	27.10	28.42	24.51	23.42	23.89
WARDROBE						
Wardrobe Supervisor	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
WARDROBE						
Costume Designer	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Key Wardrobe/ Lead Set Wardrobe	\$34.20	\$31.64	\$33.58	\$27.10	\$25.95	\$26.47
Assistant Key (non-MD)	N/A	N/A	N/A	24.51	23.42	23.89
Costumer/Buyer/ Stylist	29.05	27.10	28.42	24.51	23.42	23.89
Set Costumer	29.05	27.10	28.42	24.51	23.42	23.89
Key Tailor/Fitter (MD)	31.00	29.05	30.33	N/A	N/A	N/A
Seamstress/Tailor/ Stitcher/Sewer	29.05	27.10	28.42	24.51	23.42	23.89
GRIPS						
Key	34.20	31.64	33.58	29.70	per individual negotiation	per individual negotiation
Best Boy Grip	31.00	29.05	30.33	27.10	25.95	26.47
Dolly Grip	31.00	29.05	30.33	27.10	25.95	26.47
Crane Operators	29.05	27.10	28.42	24.51	23.42	23.89
Grips	29.05	27.10	28.42	24.51	23.42	23.89
Pre-Riggers	29.05	27.10	28.42	24.51	23.42	23.89
ELECTRIC						
Gaffer	34.20	31.64	33.58	29.70	per individual negotiation	per individual negotiation
Best Boy	31.00	29.05	30.33	27.10	25.95	26.47
Generator Operator	31.00	29.05	30.33	27.10	25.95	26.47
Electrician	29.05	27.10	28.42	24.51	23.42	23.89
Laptop Operator (lighting)	31.00	29.05	30.33	27.10	25.95	26.47
Pipe Rigging	29.05	27.10	28.42	24.51	23.42	23.89

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
SPECIAL EFFECTS						
Coordinator/Key	\$34.20	\$31.64	\$33.58	\$29.70	per individual negotiation	per individual negotiation
Effects Assistant/ Charge Person	31.00	29.05	30.33	27.10	\$25.95	\$26.47
Additional Effects/ Mechanical Effects/ Powder Person	29.05	27.10	28.42	24.51	23.42	23.89
Divers	31.00	29.05	30.33	27.10	25.95	26.47
SOUND						
Mixer/Recordist	34.20	31.64	33.58	29.70	per individual negotiation	per individual negotiation
Boom Person/ Assistant	31.00	29.05	30.33	27.10	25.95	26.47
Cable Utility Person	29.05	27.10	28.42	24.51	23.42	23.89
VIDEO ASSIST						
VTR/Playback	34.20	31.64	33.58	29.70	per individual negotiation	per individual negotiation
Non-Record Video/ Video Assist	29.05	27.10	28.42	24.51	23.42	23.89
CRAFTS SERVICE						
Key Crafts Service	31.00 ²	29.05 ²	30.33 ²	27.10	25.95	26.47
Crafts Service Assistant	29.05 ²	27.10 ²	28.42 ²	24.51	23.42	23.89
FIRST AID						
First Aid (EMT, Paramedic, RN)	31.00	29.05	30.33	27.10	25.95	26.47

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
SCRIPT SUPERVISOR						
Script Supervisor (if hired locally) ³	\$34.20	\$31.64	\$33.58	\$29.70	per individual negotiation	per individual negotiation
HAIR AND MAKE-UP						
Key Hair/ Key Make-Up (if hired locally) ³	34.20	31.64	33.58	29.70	per individual negotiation	per individual negotiation
Assistant Hair/ Assistant Make-Up (if hired locally) ³	31.00	29.05	30.33	27.10	\$25.95	\$26.47
PRODUCTION OFFICE						
Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
Assistant Production Office Coordinator (if hired locally) ^{3,4}	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
ART DEPARTMENT						
Art Department Coordinator (if hired locally) ⁴	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation	per individual negotiation
PROJECTION						
Daily Projectionist (Appendix C)	29.05	27.10	28.42	24.51	23.42	23.89
TRANSPORTATION (Puerto Rico Only)						
Transportation Coordinator	N/A	N/A	N/A	29.70	per individual negotiation	per individual negotiation

³ Unless otherwise represented by another IATSE Local Union

⁴ Employed on an “on call” basis

Crafts and Classifications	“Maryland” Minimum Hourly Wage Rates			“Non-Maryland” Minimum Hourly Wage Rates		
	Theatrical Motion Pictures	Television		Theatrical Motion Pictures	Television	
		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television		Pilots, Long-Form and First Year of One-Hour Episodic Series	All Other Television
TRANSPORTATION (Puerto Rico Only)						
Transportation Captain	N/A	N/A	N/A	\$27.10	\$25.95	\$26.47
Driver	N/A	N/A	N/A	24.51	23.42	23.89

APPENDIX B

Employer has informed the Union that it will be utilizing the services of a payroll company for employees on each film production. At the commencement of each production, the Company shall notify the Union of the applicable payroll company serving said production.

Employer shall not object to such payroll company deduction of all appropriate union dues/service fees from all wages earned by the employees covered by this Agreement who have executed the appropriate payroll deductions authorization form and shall request such payroll company to honor the Union's request for such deductions and to include a copy of the "Payroll Deduction Consent Form" with all start packages for all covered employees (see Appendix A), and to notify the Union of any covered employee who does not voluntarily sign the "Payroll Deduction Consent Form."

The address where these deductions are to be sent is:

Local 161 (for Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators hired locally in the States of Alabama, Illinois (other than Cook County), Louisiana, Michigan, Ohio and Tennessee)

Lynne Twentyman
630 Ninth Avenue, Suite 1110
New York, New York 10036
Phone: 212-977-9655 FAX: 212-977-9609

Local 477 (State of Florida)
Jack Nealy
10705 N.W. 33rd Street, #110
Miami, FL 33172
Phone: 305-594-8585 FAX: 305-597-9278

Local 478 (State of Louisiana and Southern Mississippi)
Mike McHugh
432 N. Anthony Street, #305
New Orleans, LA 70119
Phone: 504-486-2192 FAX: 504-483-9961

Local 479 (State of Georgia)
Michael Akins
1000 Iris Drive, Suite F
Conyers, GA 30094
Phone: 770-483-0400 FAX: 770-483-0999

Local 480 (State of New Mexico)

Jon Hendry

P.O. Box 5351

Santa Fe, NM 87502

Phone: 505-986-9512

FAX: 505-986-9513

Local 481 (States of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont)

Chris O'Donnell

100 Tower Office Park, Suite E

Woburn, MA 01801

Phone: 781-376-0074

FAX: 781-376-0078

Local 484 (State of Texas)

Kenny Ray Rector

1514 Ed Bluestein Blvd., #106

Austin, TX 78721

Phone: 512-385-3466

FAX: 512-385-3370

Local 485 (State of Arizona)

William Randall (North)

Ray Padilla (South)

P.O. Box 5705

Tucson, AZ 85703

Phone: 520-743-8407

FAX: 520-743-8427

Local 487 (States of Maryland, Virginia and Washington, D.C.)

Rosemarie Levy

1414 Key Highway, Suite 201

Baltimore, MD 21230

Phone: 410-685-4141

FAX: 410-685-3939

Local 488 (States of Oregon and Washington) (Portland Office)

Charles Carlsen

4949 SE 26th Avenue

Portland, OR 97202

Phone: 503-232-1523

FAX: 503-232-9552

Local 488 (States of Oregon and Washington) (Seattle Office)

David Robinson

2800 1st Avenue, #228

Seattle, WA 98121

Phone: 206-448-0668

FAX: 206-448-0257

Local 489 (Greater Pittsburgh, Pennsylvania Area)

Jean-Pierre Nutini

P.O. Box 100056

Pittsburgh, PA 15233

Phone: 412-403-4890

FAX: 412-820-2621

Local 490 (State of Minnesota)

William Devins

312 Central Avenue, SE, #398

Minneapolis, MN 55414

Phone: 612-627-0490

FAX: 612-627-9734

Local 491 (States of North and South Carolina and Savannah, Georgia)

Jason Rosin

1707 Castle Hayne Road

Wilmington, NC 28401

Phone: 910-343-9408

FAX: 910-343-9448

Local 492 (States of Tennessee and Northern Mississippi)

Robert Hill, Jr.

4610 Charlotte Pike

Nashville, TN 37209

Phone: 615-386-3492

FAX: 615-460-7492

Local 493 (City of St. Louis, Missouri)

Gary Hansen

P.O. Box 410151

St. Louis, MO 63141

Phone: 314-469-0591

FAX: 314-469-4931

Local 494 (Puerto Rico and the U.S. Virgin Islands)

Armando Cruz

259 Chile Street, Suite D

San Juan, PR 00918

Phone: 787-764-4672

FAX: 787-756-6323

Local 495 (City of San Diego, California)

John Shepherd

1717 Morena Blvd.

San Diego, CA 92110

Phone: 619-275-0125

FAX: 619-275-2578

APPENDIX C

The Producer may hire a daily Projectionist to run dailies, if such dailies require the skills and abilities of a Projectionist. Said Projectionist may be employed on an “as needed” basis, and shall be compensated under the applicable rate in Appendix A with a minimum hourly rate equal to the 3rd rate. Projectionists may be employed for a minimum of four (4) hours.

The Employer shall make a daily contribution to the I.A.T.S.E. National Benefit Plans in the total amount of \$69.00 effective August 1, 2009 (\$74.00 effective August 2, 2009; \$79.00 effective August 1, 2010; and \$84.00 effective July 31, 2011) for each work day or portion thereof worked by the Employee.

AGREEMENT OF CONSENT – AREA STANDARDS AGREEMENT

IT IS AGREED between the undersigned ("Producer") and the International Alliance of Theatrical Stage Employes, Moving Pictures Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("IATSE"), as follows:

1. The Producer recognizes the IATSE as the sole and exclusive collective bargaining representative for employees engaged in the crafts and classifications set forth in the agreement specified in Paragraph 2.
2. The Producer agrees to become a party to and be bound by the agreement between the IATSE and the producers identified as the "Major Studios" and referred to as the 2009 IATSE-Theatrical and Television Motion Picture Area Standards Agreement, which has been negotiated by the IATSE and Major Studios with the coordination of the Alliance of Motion Picture and Television Producers ("AMPTP"), and not as a multi-employer bargaining unit. The Producer agrees during the term of this Agreement of Consent to be bound by any amendments, modification, extensions, supplements or renewals of the 2009 IATSE-Theatrical and Television Motion Picture Area Standards Agreement.
3. This Agreement of Consent shall continue from year-to-year unless either party shall give written notice to the other of a desire to cancel this Agreement of Consent at least sixty (60) days prior to the termination date of the 2009 IATSE-Theatrical and Television Motion Picture Area Standards Agreement. If the IATSE and the majority of the Major Studios enter into a revised Area Standards Agreement, effective on or after August 1, 2012, then the IATSE and the Producer agree to be bound for the term of such revised Area Standards Agreement unless written, timely notice is given by either party on the dates set forth in this paragraph.

Dated: _____

(Print Name of Employer)

By: _____
(Signature)

(Print Name/Title)

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Dated: _____

INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYES, MOVING PICTURES
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF
THE UNITED STATES, ITS TERRITORIES AND
CANADA, AFL-CIO, CLC

By: _____

(Print Name/Title)

