

**AGREEMENT OF OCTOBER 18, 2015 BETWEEN EMPLOYER AND UNITED
SCENIC ARTISTS, LOCAL USA 829, I.A.T.S.E. AND M.P.T.A.A.C. OF THE UNITED
STATES AND CANADA (COSTUME DEPARTMENT COORDINATORS)**

THIS AGREEMENT, made and entered into as of the 18th day of October, 2015, by and between United Scenic Artists, Local USA 829, I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada (hereinafter referred to as “Local USA 829” or the “Union”), on the one hand, and Bonanza Productions Inc.; CBS Studios Inc.; Columbia Pictures Industries, Inc.; Eye Productions Inc.; Mesquite Productions Inc.; New Line Productions, Inc.; Open 4 Business Productions LLC; San Vicente Productions, Inc.; Touchstone Television, LLC dba ABC Studios; Universal Cable Productions LLC; Universal Pictures, a division of Universal City Studios LLC; Warner Bros. Pictures; and Warner Bros. Television (hereinafter referred to individually as “the Employer”), on the other hand.

The terms and conditions of this Agreement shall be effective as of October 18, 2015.

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

1. **Scope of Agreement**

a. This Agreement applies and is limited in its application to individuals employed by the Employer whose overall primary job function is to provide services as a Costume Department Coordinator on live action theatrical motion pictures, dramatic television motion pictures and dramatic motion pictures made for the Internet, mobile devices or any other new media platform in existence as of October 1, 2009 (“New Media Productions”) (including only those “Experimental New Media Productions,” as that term is defined in Paragraph 20.a. below, that the Employer elects to cover), within the five (5) boroughs of the City of New York, Nassau County, and in that area in the State of New Jersey known as the Meadowlands.

b. Once an Employer engages a Costume Department Coordinator under this Agreement, other individuals who are not covered under this Agreement may assist the Costume Department Coordinator in the performance of his/her duties or perform the duties of a Costume Department Coordinator on a temporary basis in his/her absence for a period of up to one (1) workweek. However, if another individual is performing the duties of the Costume Department Coordinator in his/her absence for a period in excess of one (1) workweek, that individual shall be classified as a Costume Department Coordinator subject to the terms of this Agreement during the entire period when he/she is performing that work in the Costume Department Coordinator’s absence. The Employer may, however, choose to fill a temporary absence with an individual covered under this Agreement.

c. The parties recognize that the work of a Costume Department Coordinator may be subsumed within another job classification in the costume department, the wardrobe department and/or the accounting department, and that individuals in such job classifications may be assisted by others who are not covered under this Agreement. When the work of a Costume Department

Coordinator is performed in the manner described in the preceding sentence, the individuals performing such work shall not be covered under the terms of this Agreement, subject to the restrictions of other collectively bargained agreements covering said departments, and current practice.

2. **Recognition**

The Employer recognizes the Union as the exclusive collective bargaining agent for all Costume Department Coordinators covered by this Agreement who are employed by the Employer to work on productions of the type described in Paragraph 1.a. above which take place in the geographical area described in Paragraph 1.a. above.

3. **Union Security**

The Employer will employ, and maintain in its employ, only such persons as are members of the Union in good standing, or such persons as shall make application for membership in the Union, not later than the thirtieth day following either the date of hiring or the date of execution of this Agreement, whichever is later; provided, however, that nothing in this Paragraph 3 shall be construed to require the Employer to cease employing or refrain from employing any person if the Employer has reasonable grounds for believing that (1) membership in the Union was not available to him/her on the same terms and conditions generally applicable to other members, or (2) membership in the Union was denied or terminated for reasons other than his/her failure to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership therein.

4. **Check-Off**

The Employer will deduct each week from the gross monies paid to each employee covered by this Agreement, for whom there has been filed with the Employer a written assignment in accordance with Section 302(c) of the Labor Management Relations Act of 1947, a percentage, as certified by the Union in writing, equal to the Union's then current administrative dues. The percentage at the commencement of this Agreement is two (2%) percent. The Employer shall transmit all deductions made pursuant to this Article at the end of each month.

5. **Term**

This Agreement shall commence on October 18, 2015 and shall terminate on September 30, 2018.

6. **Minimum Wage Rate**

The minimum wage rate for Costume Department Coordinators shall be subject to individual negotiation between the employee and the Employer. The Employer may engage a Costume Department Coordinator on an hourly basis or on a weekly "on-call" basis. Any

Costume Department Coordinator employed by the Employer prior to the effective date of this Agreement on a motion picture or episodic series which continues production thereafter shall not, as a result of this Agreement, have his/her wage rate reduced during employment on that motion picture or, in the case of an episodic series, during that season of the episodic series.

7. **Premium Pay**

Costume Department Coordinators employed on an hourly basis shall be paid at the rate of one and one-half times the employee's negotiated rate for all hours worked in excess of eight (8) hours in a workday and for all hours worked in excess of forty (40) hours in a workweek. Additionally, Costume Department Coordinators shall be paid at the rate of one and one-half times the employee's negotiated rate on a sixth day worked or at the rate of two times the employee's negotiated rate on a seventh day worked within a seven (7) consecutive day period, measured from the first day worked by the employee.

8. **Payment of Wages**

All employees will be paid on Friday of a given week for all work during the previous payroll week (*i.e.*, the preceding Sunday through Saturday.) All employees will be paid by check. The Employer will make best efforts to arrange for check cashing facilities in the city.

When the services of an employee are terminated, he/she shall be paid by check within seven (7) calendar days of the termination all monies due him/her under the Agreement.

9. **Holidays**

The parties hereto recognize the following holidays:

New Year's Day, Presidents' Day, Decoration Day (Memorial Day), Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Costume Department Coordinators who work on any such holiday (except Columbus Day and Veteran's Day) shall be paid at the rate of two times the employee's negotiated rate. Costume Department Coordinators engaged on a weekly "on-call" basis who do not work on any such holiday shall be paid for that day at his or her negotiated rate.

Any holiday designated by federal statute shall be considered to fall on the day so designated, except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday.

The Union agrees that it will not unreasonably deny a request for a waiver to switch the Veteran's Day holiday with Good Friday on a given production in the event that the Employer reaches an agreement with Motion Picture Studio Mechanics, Local #52 to do so.

10. Pension, Health and Annuity Fund Contributions, 401(k) Participation

a. Theatrical Motion Pictures

For Costume Department Coordinators employed on theatrical motion pictures only, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the I.A.T.S.E. National Health and Welfare Fund and the I.A.T.S.E. Annuity Fund in the amount of \$113.00 per day (\$120.00 per day effective October 2, 2016; \$127.00 per day effective October 1, 2017).

Such amount shall be allocated among the United Scenic Artists Local 829 Pension Fund, the I.A.T.S.E. National Health and Welfare Fund and/or the I.A.T.S.E. Annuity Fund in the same manner agreed upon by the parties to the 2015 United Scenic Artists, Local USA 829 I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada Motion Picture Production Agreement (“2015 Local USA 829 Motion Picture Production Agreement”) for Art Department Coordinators under Article 23.A. of the 2015 Local USA 829 Motion Picture Production Agreement.

b. Television Motion Pictures

For Costume Department Coordinators employed on television motion pictures only, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the I.A.T.S.E. National Health and Welfare Fund and the I.A.T.S.E. Annuity Fund in the amount of \$109.00 per day (\$114.00 per day effective October 2, 2016; \$119.00 per day effective October 1, 2017).

Such amount shall be allocated among the United Scenic Artists Local 829 Pension Fund, the I.A.T.S.E. National Health and Welfare Fund and/or the I.A.T.S.E. Annuity Fund in the same manner agreed upon by the parties to the 2015 Local USA 829 Motion Picture Production Agreement for Art Department Coordinators under Article 23.B. of the 2015 Local USA 829 Motion Picture Production Agreement.

c. 401(k) Participation

The Employer shall recognize the participation by its Employees covered hereunder in the United Scenic Artists Local 829 Retirement 401(k) Plan in the same manner agreed upon by the parties to the 2015 Local USA 829 Motion Picture Production Agreement for Art Department Coordinators. No Employer contributions shall be required.

d. Covered New Media Productions

i. On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in Paragraph 20.a.i. below), Employer's only obligation hereunder with regard to fringe benefit contributions shall be to make, on behalf of each employee covered hereunder, that portion of the aggregate contribution specified in Article

23.B. of the 2015 Local USA 829 Motion Picture Production Agreement that is due to the I.A.T.S.E. National Health and Welfare Fund.

ii. On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in Paragraph 20.a.i. below), or when an employee is assigned by the Employer to a New Media Production based on an existing television motion picture covered by this Agreement that was produced for “traditional” media – *e.g.*, a free television, basic cable or pay television motion picture (“the source production”) as part of their regular workday on the source production, Employer shall be obligated to make, on behalf of each employee covered hereunder, pension, welfare and Annuity Fund contributions to the United Scenic Artists Local 829 Pension Plan, the I.A.T.S.E. National Health and Welfare Fund and the I.A.T.S.E. Annuity Fund in accordance with Paragraph 10.b. above.

11. Staffing

There shall be no requirement to engage a Costume Department Coordinator on a production covered by this Agreement. Staffing of Costume Department Coordinators shall be at the Employer’s discretion.

12. Health, Safety, Sanitary Conditions, Insurance and Lockers

a. The Employer shall provide a safe and sanitary place for the clothing of the employees and sanitary lavatory facilities at all shops, studios and locations.

b. It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on the Employer to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no Employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every Employer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his/her own actions and conduct; no person (Employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including his/herself, in such employment or place of employment.

c. Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of

safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Employer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees.

d. The Union may designate either the shop steward or another Union representative as a safety representative who shall have the right to meet upon request at reasonable times, including in advance of the start of production, with the Production Manager for a covered production in order to discuss questions of health and safety.

e. The Employer agrees to provide coverage for employees covered hereunder under the Employer's existing AD&D policy. Such coverage will include a minimum of \$100,000 for the maximum incident.

f. In the event of a complaint or concern about an unsafe condition, Local USA 829 representatives can contact the Labor Relations office of the Employer to ensure that prompt investigation and appropriate action will be taken if the Employer finds that an unsafe condition exists.

g. Upon execution of this Agreement, the Labor Relations Department will send a bulletin to the Production Department reminding it of health and safety obligations. A copy of the bulletin will be provided to the Union, which shall provide as follows:

“The Employers reaffirm their commitment to regularly inspect the studio working areas and to establish preventive maintenance procedures to assure safe working conditions.

“Complaints of unsafe conditions will be promptly investigated by the Employer and appropriate action will be taken if the Employer finds that an unsafe condition does exist.

“Each Employer will designate an individual as the responsible safety officer for its respective studio, facility, location or work site. Each Employer will have a well-publicized ‘hot-line’ phone number which employees can anonymously call to alert management to any existing safety problems which may require correction.

“Communication regarding safety policy will be made available to all affected employees.”

h. Either the Production Department or the Labor Relations Department will advise the crew of the appropriate person to contact regarding health and safety matters. Call sheets shall identify the name and phone number of the Employer's safety contact, which may be an individual or a department, as well as the phone number for the Employer's safety hotline.

i. Labor Relations representatives will remain available to discuss with Local USA 829 any particular health and safety concerns regarding their Company.

13. **Employee List**

The Employer shall require the payroll company for the production to provide the Union with a list of new hires covered under this Agreement commencing two (2) weeks after the first such covered employee is hired and every two (2) weeks thereafter, if applicable.

14. **No Strike - No Lockout**

The Union agrees that during the period of this Agreement, it will not strike against, picket, boycott or otherwise interfere with or curtail the business of the Employer, and the Employer agrees that there will be no lockout during the same period.

15. **Arbitration**

In the event of any dispute between the Union and the Employer, the parties agree promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled, it shall be submitted to arbitration on the request of either party. However, any dispute, other than a dispute regarding whether an individual should be covered under this Agreement, must be submitted to arbitration within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation.

In the event of a dispute regarding whether an individual should be covered under this Agreement, the Union shall notify the Employer within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. Upon receipt of such notice, the Union and the Employer shall meet promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled in this manner, the parties shall, within ten (10) business days after they have failed to settle the matter, meet in person or telephonically with a representative from the International Alliance of Theatrical Stage Employees and a representative from the Alliance of Motion Picture and Television Producers to attempt to settle such matter amicably before submitting the dispute to arbitration. Any unresolved dispute must be submitted to arbitration upon the request of either party within thirty (30) days following the conclusion of that process.

Arbitration disputes shall consist only of issues involving the interpretation or application of particular clauses of this Agreement and alleged violations.¹ The arbitrator shall not have the right or authority to add to, subtract from, or alter any of the provisions of this Agreement. Matters as to which the parties have provided in the Agreement for the exercise of opinion or judgment shall not be subject to arbitration.

Any arbitrable dispute which the parties are unable to settle may be submitted by either the Union or the Producer for arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the fees of the arbitrator shall be divided equally between the Union and the Producer. The decision of the arbitrator shall be final and binding.

16. Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee or applicant on account of sex, age, race, creed, color, national origin, union membership or union activities.

17. Waiver of New York City Earned Sick Time Act and Other Similar Laws

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Sick Time Act of 2013; Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Sick Leave for Private Employees Ordinances of Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the Employer shall memorialize any such waiver for any newly-enacted law by letter agreement.

18. Better Conditions

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. Provided also, that the Employer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

¹ Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to arbitration under this Paragraph 15.

19. **Business Representative**

The duly authorized Business Representative of Local USA 829 or the Business Representative's duly authorized representative shall be permitted to visit any portion of the studio or job site at all times.

20. **Experimental New Media Productions**

a. An "Experimental New Media Production" is defined as any New Media Production, other than a New Media Production that is based on an existing television motion picture covered by this Agreement that was produced for "traditional" media (*e.g.*, a free television, basic cable or pay television motion picture), that meets the following requirements:

- i. The actual cost of the New Media Production does not exceed:
 - (1) \$15,000 per minute of program material as exhibited;
 - (2) \$300,000 per single production as exhibited; and
 - (3) \$500,000 per series of programs produced for a single order.

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).

ii. There are fewer than four (4) employees, as hereinafter described, 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 television production as well as productions made for New Media. With respect to any employee working within the geographic scope of the Producer – I.A.T.S.E. Basic Agreement (hereinafter "the Basic Agreement") or the Producer – I.A.T.S.E. Videotape Electronics Supplemental 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 or on New Media Productions covered under the corresponding Sideletter in either the Basic Agreement or the Videotape Agreement.² With respect to any employee working in the respective classification(s) and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, 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.³ Notwithstanding the preceding two sentences, 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.

b. Coverage shall be at the Employer's option with respect to "Experimental New Media Productions."

If the Employer began production of an "Experimental New Media Production" which the Employer elected not to cover under the terms of this Agreement, but subsequently employs four (4) or more employees on the production who meet the description in the second and/or third sentences of Paragraph 20.a.ii., and are not excluded pursuant to the fourth sentence of said paragraph (including at least one employee covered under this Agreement), 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 Local USA 829 that it intends to cover an "Experimental New Media Production" by the start of principal photography.

21. Other Employers Signatory to the 2015 Local USA 829 Motion Picture Production Agreement

Local USA 829 agrees that it will make this Agreement available for execution by any employer which is signatory to the 2015 Local USA 829 Motion Picture Production Agreement, should that employer choose to engage a Costume Department Coordinator on a production covered by, and within the geographic jurisdiction of, this Agreement. Any employer which is

² 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.

³ 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.

or becomes signatory to this Agreement agrees to advise the Union when a "family company" is producing a motion picture under this Agreement, and that "family companies" which utilize this Agreement will be bound thereto for the term of this Agreement.

22. **Savings Clause**

Should any provision of this Agreement or the application of such provision to any person or circumstance be held in conflict with a provision of law, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held in conflict with a provision of law, shall not be affected thereby.

23. **Changes and Modifications**


This Agreement may not be changed, modified, renewed, extended or discharged except by an Agreement in writing, signed by the party against whom enforcement of the change, modification, renewal, extension or discharge is sought.

FOR THE UNITED SCENIC ARTISTS, LOCAL USA 829, I.A.T.S.E. & M.P.T.A.A.C.


Cecilia A. Friederichs
National Business Agent

Date: September 21, 2015

BONANZA PRODUCTIONS INC.



Date: 11/3/15

CBS STUDIOS INC.



Date: 10/6/15

COLUMBIA PICTURES INDUSTRIES, INC.




Date: 9/24/15

EYE PRODUCTIONS INC.




Date: 10/6/15

MESQUITE PRODUCTIONS INC.



Date: 9/24/15

NEW LINE PRODUCTIONS, INC.



Date: 11.16.15

OPEN 4 BUSINESS PRODUCTIONS LLC



Date: 10/26/15

SAN VICENTE PRODUCTIONS, INC.



Date: 9/24/15

TOUCHSTONE TELEVISION, LLC dba ABC STUDIOS




Date: 11/6/15

UNIVERSAL CABLE PRODUCTIONS LLC



Date: 10/26/15

UNIVERSAL PICTURES, A DIVISION OF UNIVERSAL CITY STUDIOS LLC



Date: 10/26/15

WARNER BROS. PICTURES



Date: 11.05.15

WARNER BROS. TELEVISION



Date: 11/2/15