

SUMMARY OF BASIC AGREEMENT NEGOTIATIONS 2021\*

**This summary is being provided in addition to the included Memorandum of Agreement in order to assist in your review of the proposed Agreement. The legal language of the Memorandum of Agreement is the controlling document. You are encouraged to fully review both documents prior to voting.**

**For additional information, please visit [www. basicagreement.iatse.net](http://www.basicagreement.iatse.net)**

1. Wage Improvements (see paragraph 7 for Additional Streaming Gains):
  - a. Wage minimums will increase 3% in each year of the Agreement, retroactive to August 1, 2021, contingent on ratification of the Agreement. The increases shall compound.
  - b. Assistant Production Office Coordinators, Art department Coordinators, Script Coordinators and Writers' Room Assistants wages shall increase to \$23.50 in year one, retroactive to August 1, 2021, contingent on ratification of the Agreement; \$24.50 in year two, and \$26.00 in year three.
  
2. MPI Pension Plan:
  - a. Those who retired prior to August 1, 2009 will receive 13th and 14th checks on or about November 1 in each year of the Agreement, provided there are 8 months of reserves in both the Active and Retiree Health Plan and the Pension Plan is certified to be in the Green Zone.
  - b. Amend the Pension Plan Trust Agreement so that 25% of the amount of Post 60's receipts (commonly referred to as "residuals") required to be paid to the Pension Plan for the prior Plan Year be allocated in each calendar quarter.
  - c. Renewal of the Exhibition of Motion Pictures Transmitted Via New Media sideletter, which includes new media residuals.
  
3. MPI Health Plan:
  - a. Increased benefit contributions for on-call employees. Beginning July 31, 2022, on-call employees will receive an additional hour of benefits per day for the first five days of the workweek and, beginning July 30, 2023, another additional hour of benefits for the first five days of the workweek.
  - b. In each year of the Agreement, companies that have paid in excess of \$15 million in residual contributions to the MPI shall pay to the health plan an additional \$0.40 for each hour worked or guaranteed.

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- c. In each year of the Agreement, companies that have paid less than \$15 million in residual contributions to the MPI shall pay an additional \$1.20 to the health plan for each hour worked or guaranteed.
- d. Shops and Facilities: shops and facilities currently under contract will not be subject to the increased rate described in (c) above. They shall pay \$.55 per hour worked in health in the first year of the Agreement, \$.40 in the second year of the agreement and \$.40 in the third year of the agreement.
- e. The IATSE and AMPTP will create a committee to examine the Motion Picture Industry Pension and Health Plans with the goal of creating a joint study of the Plan structure.
- f. There will be no increased costs to the primary participants nor to their dependents for health care coverage.
- g. There will be no cuts to health care benefits, nor any increases to prescription drug co-payments.
- h. The \$370 million in increased benefit contributions, paid solely by the Producers, will fund the Plans through the term of the Agreement and increase the funded ratio of the Pension Plan as intended.

4. Turnaround Improvements:

- a. Except where better conditions apply, for hourly or weekly on- and off-set employees (exempting those set forth in sub-paragraph v. below):
  - i. 10 hours minimum turnaround provided for all productions that have established terms and conditions, including pilots and first year of a series.
  - ii. 9 hours minimum turnaround provided for Distant Hires, an increase of one hour, and rest continues to be calculated portal-to-portal.
  - iii. The penalty for invasion of the expanded rest period will be additional straight time earnings. Current penalties remain unchanged, thus preserving the all-day gold where applicable for invasion of existing rest periods.
  - iv. These new rest period improvements will go into effect 90 days after ratification.
  - v. The daily turnaround provisions does not apply to on-call employees, facility lot “changeover crews” not assigned to a production, Studio Publicity not assigned to a production, Screen Story Analysts and Laboratory Film/Video Technicians and Cinetechnicians.

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- vi. The 10-hour daily rest shall apply to Script Coordinators and Writers' Room Assistants if they have worked at least 12 hours. Invasion of the penalty shall be paid at time and a half.
- b. For hourly and weekly on- and off-set employees (exempting those set forth in sub-paragraph v. below):
  - i. For a five-day workweek, weekend rest shall be 54 hours.
  - ii. For a six-day workweek, or when the sixth day worked is on the seventh day of the workweek, weekend rest shall be 32 hours.
  - iii. The penalty for invasion of the expanded rest period will be additional straight time earnings, except that Script Coordinators and Writers' Room Assistants shall be paid at time and a half.
  - iv. For Distant Hires, weekend rest is calculated set-to-set or worksite-to-worksite.
  - v. The weekend turnaround does not apply to on-call employees, facility lot "changeover crews" not assigned to a production, Studio Publicity not assigned to a production, Screen Story Analysts and Laboratory Film/Video Technicians and Cinetechnicians.
  - vi. There are three scenarios where the rest on a five-day workweek can be reduced to 50 hours as long as the fifth day of the workweek is 12 hrs. worked or less; and either:
    - a. Exterior night shooting as called for in the script, and is scheduled for the fifth day of the workweek;
    - b. Work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or
    - c. Work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the work shift.
  - vii. A 50-hour weekend turnaround may only be used:
    - a. No more than one time every 6 weeks on episodic series and mini-series.
    - b. Once on a one-time motion picture 66-85 min. in length.
    - c. Twice on a theatrical motion picture or a one-time motion picture 85 minutes or more in length.

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c. The 32 hour six-day workweek rest provision cannot be reduced without penalty.

5. Meal Penalty Improvements:

- a. For the fifth and each succeeding one-half hour meal delay per day, the penalty shall increase to \$25.00.
- b. After 20 meal penalties in a workweek, employees will be paid one hour of pay at prevailing rate for each one-half hour delay. This is inclusive of overtime and thus could be up to six times a person's base rate per hour of delay.
- c. In addition to monetary disincentives against abuses, the parties, along with the DGA, will meet no later than January 31, 2022 to further discuss meal periods, and the AMPTP will issue a bulletin within thirty days emphasizing the importance of providing employees with meal breaks.

6. Other Working Conditions and Economic Improvements:

- a. Employers will pay the IRS mileage rate when employees use their personal vehicle to conduct business during the workday.
- b. Employees who work outside of California, will be eligible for paid sick leave as of February 1, 2022.

7. Streaming Improvements:

- a. Delete the outdated historical and bargaining history paragraphs from the Preamble to the Productions Made for New Media Sideletter.
- b. For Mid-Budget SVOD productions, wages shall increase an additional 3% to a one-period back of the Long-Form wages (previously was two-periods back).
- c. The following streaming improvements will go into effect for dramatic live-action SVOD productions that begin principal photography of the first episode or part August 1, 2022 or do not have a license agreement in place prior to that date:
  - a. For dramatic live-action productions that were previously fully negotiable, the New Media Sideletter will be modified as follows to provide wages, terms and conditions for those who work on "low-budget productions" made for Initial Exhibition on a Subscription Video-On-Demand (SVOD) Consumer Pay Platform:

Low-Budget Tier:

- 20-35 min. less than \$900,000
- 36-65 min. less than \$1,750,000

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- 66 min. + less than \$2,100,000

Low-Budget Tier terms and conditions:

- Special Conditions for Long-Form Television Motion Pictures Sideletter with staffing and roster requirements as per the existing provisions for sub-high budget SVOD new media productions.
- Wages shall be Long-Form wages two periods back, which previously applied to Mid-Budget productions.

b. Made for more than 20 million subscribers (currently Netflix, Hulu, HBO Max, Disney+ and Amazon Prime Video):

- i. One-half hour and one-hour High Budget Tier 2 productions will be improved to two periods back of the Basic Agreement and can no longer use the Long-Form rates in year one.
- ii. One-half hour and one-hour High Budget Tier 2 mini-series will be improved to two periods back of the Basic Agreement rates and can no longer use the Long-Form rates.
- iii. Long-form productions 85-95 minutes (not a pilot) with a budget of \$20 million or more will be improved to two periods back of the Basic Agreement rates and can no longer use the Long-Form rates.
- iv. Long-form productions 96 or more minutes in length (not a pilot), budgeted between \$20-32 million, will improve to wages paid at two periods prior under the Basic Agreement and can no longer use the Long-Form rates.
- v. High Budget Mini-series 66 minutes or longer will no longer use the Long-Form rates.
  1. \$9.5 million+ per part: Wages will improve to one period prior under the Basic Agreement rates. Improved terms and conditions per the One-Hour Episodic Sideletter.
  2. \$6 - \$9.5 million per part: Wages will improve to one period prior under the Basic Agreement rates.
  3. \$4 – \$6 million per part: Wages will improve to two period prior under the Basic Agreement rates.

c. Made for less than 20 million subscribers:

- i. One-half hour High Budget Tier 1 shall no longer use the Long-Form rates:

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1. \$4 million or more per episode shall use the One-Hour Sideletter for wages, terms and conditions. Post-production will have a one period back under the Basic Agreement rates for the first two seasons.
2. \$2.1- \$4 million per episode: Wages will improve to two periods prior under the Basic Agreement rates beginning in season one.
- ii. One-half hour High Budget Tier 2 will improve to the rates two periods prior under the Basic Agreement in season one and can no longer use the Long-Form rates.
- iii. One-hour High Budget Tier 1 shall no longer use the Long-Form rates:
  1. \$8 million or more per episode shall use the One-Hour Sideletter for wages, terms and conditions. Post-production rates will be paid at a one period back under the Basic Agreement rates for the first two seasons.
  2. \$3.8- \$8 million per episode: Wages will improve to the rates two periods prior under the Basic Agreement rates for season one.
- iv. One- hour High Budget Tier 2 wages will improve to the rates two periods prior under the Basic Agreement, beginning in season one and shall no longer use the Long-Form rates.
- v. High Budget mini-series less than 66 minutes per part will no longer use the Long-Form rates:
  1. \$8 million+ per part: Wages shall improve per the one-hour conditions terms and conditions per the One Hour Episodic Sideletter and be paid under a one period back of the Basic Agreement rates.
  2. Less than \$8 million per part: Two periods back of the Basic Agreement rates.
- vi. High Budget mini-series 66 minutes or longer, with budgets of \$6 million or more per part, will no longer use the Long-Form rates:
  1. \$9.5 million+ per part: One-Hour Episodic Sideletter wages, and terms and conditions per the One-Hour Episodic Sideletter.

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intern experience and will be covered by the applicable Basic or Videotape Agreement. They will be an assigned member of a regular crew but will not bump a member of the regular crew or department. In the event of a layoff of the regular crew for lack of work, the individual shall be laid off before the regular crew member.

- g. The bargaining parties agree to modify the preference of employment seniority provisions of the West Coast Local Agreements to incorporate said training as a means to placement on the Industry Experience Roster.
  - h. A process will be created and developed by the Producers, agreed upon by the Union and accessible to both, to expand recruiting and dispatching of off roster candidates from underrepresented populations by centralizing off roster hiring when the roster is exhausted.
  - i. The Producers and the Union encourage employees and members to voluntarily self-identify their personal characteristics to expand access and opportunities and track the success of efforts to diversify. Diversity statistics will be shared with the AMPTP.
  - j. Producers may hire non-rostered individuals from underserved or underrepresented populations who have prior experience in a job classification that is related or substantially similar to the one for which the Producer is hiring, which does not have to have been a signatory production. Producers shall provide written notice to the Union before hiring a Prior Experienced Individual.
  - k. At least one rostered individual must be hired in each department before a Prior Experienced Individual can be hired and only one Prior Experience Individual can be hired per department.
9. Producer's may issue a "weather-permitting" call for extreme weather-related events prior to the employee's dismissal for the day. For those not yet on payroll, notice can be given up to 12 hours prior to their call time. If told not to report to work more than four hours prior to the employee's call time, daily hires shall be paid four hours of pay and for weekly hires, one-tenth of the weekly rate, otherwise the full minimum call would be due. Corresponding fringe payments shall apply as well.
10. A four-hour minimum call shall apply when an employee does not work and reports only for training. A weekly 'on call' employee shall be paid one-tenth of the weekly "on call" rate. Does not apply to a day that is within the weekly guarantee of a weekly employee or a weekly 'on call' employee.
11. CSATF online classes must be completed within ninety days of placement on the Industry Experience Roster.
12. The term of the Agreement shall be from August 1, 2021-July 31, 2024.

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## GLOSSARY OF ACRONYMS AND TERMS

|                |  |
|----------------|--|
| AMPTP          | Alliance of Motion Picture and Television Producers                              |
| CSATF          | Contract Services Administration Trust Fund                                      |
| DEI            | Diversity, Equity and Inclusion  |
| DGA            | Directors Guild of America   |
| HBSVOD         | High Budget Subscription Video on Demand   |
| IAP            | Individual Account Plan  |
| IATSE          | International Alliance of Theatrical and Stage Employees                         |
| IATTF          | IATSE Training Trust Fund  |
| IER            | Industry Experience Roster   |
| MOW            | Long-Form Side Letter  |
| MPIPHP aka MPI | Motion Picture Industry Pension and Health Plans                                 |
| LGBTQIA        | Lesbian, Gay, Bisexual, Transgender, Queer, (or questioning), Intersex & Asexual |
| PSL            | Paid Sick Leave  |
| SVOD           | Subscription Video on Demand   |
| TERM           | Length of the Agreement  |
| SL             | Side Letter  |
| T/C            | Terms and Conditions   |
| 2x             | Two Wage Cycles Back   |
| 1X             | One Wage Cycle Back  |
| One Hour SL    | Network TV Side Letter   |
| Basic Cable SL | Made for Basic Cable Side Letter   |
| Long-Form SL   | Long-Form Side Letter  |
| NM SL          | Made for New Media Side Letter   |
| Weeklies       | Employees on a weekly wage schedule  |