Producers' Proposed Agreement
2017 IATSE (Local #871) – Script Coordinators and Writers' Room Assistants

Producers submit to the Union the following proposed Agreement to be added as a separate section to the successor agreement to the 2015 Local #871 Agreement when it is published and may be distributed as a separate Agreement before then. The following proposed Agreement is conditioned on the ratification of the Agreement by the bargaining unit.

AGREEMENT BETWEEN PRODUCER AND INTERNATIONAL ALLIANCE
OF THEATRICAL STAGE EMPLOYEES AND
MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES,
ITS TERRITORIES AND CANADA
AND SCRIPT SUPERVISORS/CONTINUITY,
COORDINATORS, ACCOUNTANTS
& ALLIED PRODUCTION SPECIALISTS GUILD, LOCAL #871
(SCRIPT COORDINATOR AND WRITERS’ ROOM ASSISTANT AGREEMENT)

THIS AGREEMENT is made by and between the Alliance of Motion Picture and Television Producers (hereinafter referred to as "the AMPTP"), on behalf of the Producers listed in Attachment A (hereinafter referred to individually as "Producer" and collectively as "Producers"), on the one hand, and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE") and Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 (hereinafter referred to as the "Local Union") of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians and Allied Crafts of the United States, its Territories and Canada (hereinafter collectively referred to as the "Union"), on the other hand.

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

1. Term of Agreement

   The term of this Agreement shall commence on the later of February 4, 2018 or the Sunday following notice of ratification to the AMPTP and shall extend to and including the expiration of the successor agreement to the Producer–I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2015 (hereinafter the "IATSE Basic Agreement").

   Only the following provisions of this Agreement shall be subject to negotiation during the general negotiations for the successor agreement to the 2015 IATSE Basic Agreement: (a)
any change in the contribution rates to the Pension Plan and/or the Health Plan; and (b) any
diversion from Individual Account Plan contributions to the Pension Plan and/or the Health Plan.

2. **Scope of Agreement**

   This Agreement applies and is limited in its application to employees employed by
Producer on a regular, full-time basis in the County of Los Angeles, California, on live action,
scripted dramatic television motion pictures or live action, scripted dramatic new media
programs covered under the Sideletter re Programs Made for New Media in the IATSE Basic
Agreement: (a) in the job classification of Script Coordinator or Writers' Room Assistant
on live action, scripted dramatic episodic series; (b) in the job classification of Script Coordinator
on live action, scripted dramatic pilots; (c) in the job classification of Writers' Room Assistant
on live action, scripted dramatic pilots, provided that the pilot has a "Writers' Room;" and (d) in
the job classification of Script Coordinator or Writers' Room Assistant on live action, scripted
dramatic one-time programs (including mini-series), provided that the one-time program has a
"Writers' Room."

   This Agreement does not cover: (a) any Script Coordinator or Writers' Room Assistant
employed on a daytime serial, movie-for-television, live musical or performance, or one-time
program (including a mini-series) when there is no "Writers' Room" on the one-time program;
(b) any Writers' Room Assistant on a pilot when there is no "Writers’ Room" on the pilot; (c)
Assistants or Executive Assistants to an Executive Producer or "Showrunner" whose primary
duties on a regular, full-time basis do not relate to preparing scripts for a pilot or series order and
who do not work primarily in the "Writers' Room;" (d) interns, fellows and participants in writer
training programs; (e) any employee who performs the work of a Script Coordinator or Writers’
Room Assistant but is covered by another collective bargaining agreement; and (f) production
assistants, general office personnel, supervisors, guards, management employees and all other
employees.

   It is understood that this Agreement does not apply to any Script Coordinator or Writers’
Room Assistant employed on a theatrical motion picture, animated motion picture,
non-dramatic motion picture or program made for new media that is not covered by the
Sideletter re Programs Made for New Media in the IATSE Basic Agreement.

3. **Recognition**

   (a) Producer recognizes the Union as the exclusive collective bargaining agent for all
Script Coordinators and Writers’ Room Assistants covered by this Agreement who are employed
by the Producer to work in the County of Los Angeles, California, as set forth in Article 2 above.
The Union makes this Agreement on behalf of such employees, the majority of whom the Union
warrants are members of the Union in good standing. The Union represents that the terms of this
Agreement have been submitted to its membership and have been duly approved thereby.
(b) The Union confirms that any entity that is related to or affiliated with a Producer listed on Attachment A and that is inactive or not currently in existence as of the effective date of this Agreement shall be given the opportunity to become signatory to this Agreement at any time hereafter.

4. **Union Security**

   (a) Each and every employee subject to this Agreement, except trainees, employed by the Producer to perform services in the County of Los Angeles shall be and remain a member in good standing of the Union on and after the thirtieth day following the employee’s first day of employment with the Producer or the effective date of this Agreement, whichever is later. The foregoing requirements of Union membership as a condition of employment shall be subject to the obligations of the parties hereto under the law.

   As defined and applied in this Article 4(a), the term "member of the Union in good standing" 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.

   (b) Within a reasonable time, but not to exceed three (3) days after receipt of written notice from the IATSE that any such then-employed employee is not a member as above required, and that such employee has been so notified in writing prior to such notice to Producer, the Producer shall discharge any such employee who fails to remedy such default within said three (3) days after Producer receives such notice. The Producer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

   (c) Producer agrees to inform the Local Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name, residence address, the last four digits of the social security number and date of employment of any employee subject to this Agreement.

   (d) In case of repeal or amendment of the Labor Management Relations Act of 1947 or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

5. **Health Plan and Pension Plan**

   (a) Producer agrees that the Health Plan (active and retired employees) and Pension Plan provisions of the 2015 IATSE Basic Agreement (Articles XII, XIII, XIV and XV), as they may be amended in the successor agreement to the 2015 IATSE Basic Agreement as set forth in
Article 1 above, shall be applicable to employees employed under this Agreement except as set forth below.

Contributions to the Motion Picture Industry Health Plan, the Motion Picture Industry Pension Plan and the Motion Picture Industry Retired Employees Plan on behalf of employees covered under this Agreement (other than as provided below for employees employed on “grandfathered” programs and series) shall be at the rates set forth in the above-referenced provisions. Such contributions shall be paid for each hour worked or guaranteed in accordance with the provisions of the applicable Trust Agreement.

(b) The foregoing requirement to make contributions to the Health Plan and the Pension Plan shall not apply to employees employed on programs or series that are currently in production, that are in production on the effective date of this Agreement or that open a “Writers’ Room” prior to March 4, 2018. Producer shall not be obligated to make contributions to the Health Plan and the Pension Plan for any such program or for the current season of any such series, unless production of the program or series continues past December 29, 2018.

(c) Contributions to the Health Plan or Pension Plan on behalf of an employee covered under this Agreement shall not be required when the employee provides services to the Producer that are the basis for contributions to another motion picture industry health or pension plan. The foregoing applies even though the employee may also be performing work covered by this Agreement.

6. Individual Account Plan

Producer agrees that the Individual Account Plan provisions of the 2015 IATSE Basic Agreement (Article XIIIA.) shall be applicable to employees employed under this Agreement except as modified by this Agreement.

Producer shall contribute to the Individual Account Plan, on behalf of each employee employed by the Producer hereunder, one percent (1%) of the scale regular hourly rate of pay for all hours worked by or guaranteed such employee during the period February 3, 2019 to and including February 1, 2020; two percent (2%) during the period February 2, 2020 to and including January 30, 2021; and three percent (3%) during the period January 31, 2021 through the expiration of this Agreement. No contributions to the Individual Account Plan shall be required before February 3, 2019. In the event that the parties negotiate a diversion from Individual Account Plan contributions to the Health Plan and/or the Pension Plan under the terms of the successor agreement to the 2015 IATSE Basic Agreement, the parties agree that the foregoing contribution percentages shall be adjusted accordingly.

Contributions to the Individual Account Plan on behalf of an employee covered under this Agreement shall not be required when the employee provides services to the Producer that are the basis for contributions to another motion picture industry health or pension plan. The foregoing applies even though the employee may also be performing work covered by this Agreement.
7. **Contract Services Administration Trust Fund**

Producer shall pay to the Motion Picture Industry Pension Plan through its Administrator, as agent for transmittal to the Contract Services Administration Trust Fund ("CSATF"), seven and eight hundredths cents ($0.0708) per hour for each hour worked or guaranteed for Script Coordinators and Writers' Room Assistants employed under this Agreement.

The parties agree that CSATF shall provide and keep records of required safety and harassment prevention training provided to Script Coordinators or Writers’ Room Assistants employed under this Agreement.

CSATF contributions on behalf of an employee covered under this Agreement shall not be required when the employee provides services to the Producer that are the basis for contributions to another motion picture industry health or pension plan. The foregoing applies even though the employee may also be performing work covered by this Agreement.

8. **Application of Basic Agreement**

(a) It is understood that this Agreement is subject to the provisions of the 2015 Producer–IATSE Basic Agreement, except as modified herein.

(b) The provisions of Articles XIX ("Post '60 Theatrical Motion Pictures") and XXVIII ("Supplemental Markets") of the 2015 IATSE Basic Agreement and any successor agreement are not applicable to employees employed under this Agreement. Such employees do not count toward triggering the applicability of either the "Post '60 Theatrical Motion Pictures" or the "Supplemental Markets" clauses and are not counted in the numerator or the denominator when proration of Post '60 payments or Supplemental Markets payments is appropriate.

(c) Employees employed by Producer in the job classifications of Script Coordinator or Writers’ Room Assistant are not counted for purposes of determining whether a production made for new media is an “Experimental New Media Production” as defined in Paragraph B. of the 2015 Sideletter re Productions Made for New Media. Coverage of an “Experimental New Media Production” is at the option of the Producer.

(d) During the term of this Agreement, the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable), the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) and the Sideletter re Productions Made for Basic Cable shall not apply.
9. **Definitions and Duties**

(a) A Script Coordinator shall be deemed to mean a person who reports to the Showrunner or Head Writer and whose primary duties in connection with the production of a motion picture are the editing of copy, formatting and distribution of scripts. It is understood that these are not the exclusive duties of the Script Coordinator. Other employees may perform these duties, and other duties may be assigned to the Script Coordinator.

(b) It is understood that staffing of a Script Coordinator or Writers’ Room Assistant is not mandated by this Agreement. Staffing of a Script Coordinator or Writers' Room Assistant shall be at the Producer's discretion.

(c) When both a Script Coordinator and Writers’ Room Assistant are employed on a motion picture, there shall be complete interchange of functions under this Agreement without the necessity of an upgrade.

(d) In the event that Producer elects to employ one individual to fulfill the duties of both a Script Coordinator and Writers’ Room Assistant on a regular, full-time basis and that individual is assigned and performs the duties of both positions on a regular, full-time basis, the individual shall be paid the Script Coordinator rate.

Nothing herein precludes a Producer from employing Writers’ Room Assistants at the Writers’ Room Assistant rate in the absence of a Script Coordinator prior to or at the beginning of a production or prior to or at the beginning of a season of a series.

(e) Individuals not covered under this Agreement may perform the duties of a Script Coordinator or Writers' Room Assistant when they were not hired to perform those duties as their primary job responsibilities, when they are not employed on a regular, full-time basis, when they are filling in for a Script Coordinator or Writers' Room Assistant on a temporary basis for two weeks or less or while the Script Coordinator or Writers' Room Assistant is employed by the Producer to write a script or when they are specifically excluded from this Agreement.
10. **Minimum Wage Rate**

(a) Effective February 4, 2018, the minimum wage scale for Writers' Room Assistants shall be as follows:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Writers' Room Assistants</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/4/18-2/2/19</td>
<td>$14.15</td>
</tr>
<tr>
<td>2/3/19-2/1/20</td>
<td>$14.57</td>
</tr>
<tr>
<td>2/2/20-6/30/20</td>
<td>$15.01</td>
</tr>
<tr>
<td>7/1/20-End of Term</td>
<td>$16.00</td>
</tr>
</tbody>
</table>

(b) Effective February 4, 2018, the minimum wage scale for Script Coordinators shall be as follows:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Script Coordinators</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/4/18-2/2/19</td>
<td>$16.15</td>
</tr>
<tr>
<td>2/3/19-2/1/20</td>
<td>$16.63</td>
</tr>
<tr>
<td>2/2/20-1/30/21</td>
<td>$17.13</td>
</tr>
<tr>
<td>1/31/21-End of Term*</td>
<td>$17.64</td>
</tr>
</tbody>
</table>

* In the event that the successor agreement to the 2015 IATSE Basic Agreement extends for an additional year beyond July 31, 2021, the minimum wage rate for the Script Coordinator shall increase effective January 30, 2022 by the amount of the general wage increase, if any, negotiated for the period from August 1, 2021 to and including July 31, 2022 under the successor agreement.

(c) Any Script Coordinator or Writers' Room Assistant employed by the Producer prior to the effective date of this Agreement on an episodic series which continues production thereafter shall not, as a result of this Agreement, have his/her hourly wage rate reduced during employment on that season of the episodic series.

11. **Minimum Calls**

(a) An eight (8) hour daily minimum call shall apply during the regular five (5) day workweek.

(b) In the event that a Script Coordinator performs work on his or her sixth or seventh day worked at the instruction of the Producer in the workweek, a four (4) hour minimum call shall apply.
12. **Overtime**

Overtime shall be payable at the rate of one and one-half times the employee’s Regular Basic Hourly Rate for all hours worked in excess of eight (8) hours per day, in excess of forty (40) hours per week and the first twelve (12) hours on the employee’s sixth day worked in the workweek and at double time for all hours worked in excess of twelve (12) per day or on the employee’s seventh day worked in the workweek. Overtime shall not be compounded. Unworked holidays shall not be considered time worked for overtime calculations.

13. **Holidays**

(a) An employee shall receive pay for holidays as they occur, if such employee is employed the day before and the day after the holiday, even though no actual work is required on the holiday: New Year’s Day, Presidents’ Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, except that holidays falling during a hiatus period are not covered. Said amount shall be credited as compensation for readiness to perform services even though no actual work is required; however, said unworked holiday shall not be considered in determining overtime.

(b) If any of these holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday. If any of these holidays falls on a Sunday, the following Monday shall be considered the holiday.

(c) Script Coordinators and Writers’ Room Assistants who are required by the Producer to work a scheduled holiday shall receive one and one-half times the employee’s Regular Basic Hourly Rate.

14. **Workday, Workweek, Change in Workweek**

(a) The regular workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday or Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

A work day starting on one calendar day and continuing into the next shall be credited to the first calendar day. When Producer requires an employee to resume work after dismissal on one calendar day or after midnight on the next calendar day, all work time before the next regular call is attributable to the first calendar day without payment for intervening time.
(b) In situations involving a change of schedule for regularly-scheduled employees, accommodations will be made, to the extent practicable, to avoid a reduction in the number of workdays for the employee, without requiring the Producer to pay premium pay.

(c) The Producer shall give reasonable notice of a change of shift (e.g., from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternatives shall be available:

(i) If the Producer and the employee so agree, the employee may work at straight time without having two (2) days off;

(ii) The Producer may require employees to take an additional day off (and such scheduling shall not be deemed to constitute a prohibited relay call), thereby avoiding premium pay; or

(iii) The Producer must pay the employee time and one-half if it requires the employee to work on the day which would otherwise be the employee's regularly-scheduled day off.

15. **Payroll Week**

The payroll week shall be from 12:01 a.m. Sunday to midnight Saturday.

16. **Pay-Off Requirements**

(a) The regular pay day will be on Thursday (holiday weeks excluded). When employee is laid off and requests pay, he or she shall be paid at time of layoff or his or her pay check will be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

(b) If, due to the fault of the Producer, an employee does not receive wages or salary on a timely basis, the Producer shall, within three (3) days after being so notified by the employee, issue a check in payment of same to the employee.

17. **Earnings Reports**

At the end of each quarter, the Producer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter.

18. **Turnaround**

An employee who has not received an eight (8) hour rest period after working more than twelve (12) hours in a day, from the time of reporting to work to dismissal, shall be paid one and one-half times his or her Regular Basic Hourly Rate for any invaded hours.
19. **Meal Periods and Meals**

Meal periods shall be not less than one-half (½) hour nor more than one (1) hour in length. Generally an employee's first meal period shall commence within six (6) hours following the time of first call for the day. Succeeding meal periods for the same employee shall generally commence within six (6) hours after the end of the preceding meal period. If an employee is instructed to work through a meal by the Showrunner or other individual authorized to do so by the Producer, the Producer shall provide the employee with a meal and a suitable time to eat such meal.

20. **Safety**

The Producer shall make appropriate efforts to provide a safe work environment.

21. **Reporting of Accidents**

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident.

22. **Committee**

During the term of the Agreement, the parties agree to form a Committee consisting of the International President of the IATSE and the President of the AMPTP, or their respective designees, to discuss concerns relating to work hours on weekends.

23. **Better Conditions**

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

24. **Conflict with Laws**

In the event that any of the terms or conditions of this Agreement shall be contrary to, or unenforceable by reason of, any law or governmental decision, ruling or regulation, or if performance thereof may not be enforced hereunder because of the action of any third party, such terms or conditions shall be deemed to be severed from this Agreement, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Agreement.
25. **Grievance and Arbitration**

(a) In the event of any dispute between the Union or any of the employees subject to this Agreement with regard to the interpretation or application of the provisions of this Agreement, the procedure for resolution of such dispute shall be as follows:

Only the IATSE, acting on behalf of the employee(s) involved, and the Producer shall be parties to the grievance and arbitration process. Either the IATSE or the Producer shall have the right to file grievances against the other party. The grievance shall be in writing and shall set forth the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the production involved, the remedy sought and the names of the individuals aggrieved, when known.

The party which has received the grievance shall, within fifteen (15) working days after its receipt of the grievance, contact the aggrieved party to discuss the dispute and endeavor to resolve it. When the grievance is filed by the IATSE, the Labor Relations representative of the Producer involved shall attempt to resolve the dispute with the IATSE. Any resolution so reached by the Producer and the IATSE shall be final and binding upon all parties and any employees involved.

If the Labor Relations representative of Producer and the IATSE are unable to resolve the grievance, the matter shall be submitted to the International President of the IATSE and the President of the AMPTP, or their respective designees, for resolution. Any resolution so reached by the Producer and the IATSE shall be final and binding upon all parties and any employees involved. If the President of the IATSE and the President of the AMPTP are unable to resolve the grievance, the matter may be submitted to arbitration by the aggrieved party in accordance with Article XXXII(b) of the Basic Agreement (except that the IATSE, rather than the Local Union, shall serve as the party to the arbitration).

(b) Any claims for the payment of wages not made the subject of a grievance within three hundred sixty-five (365) consecutive days after the employee is entitled to such wages, shall be deemed to be waived. Any dispute as to the correct amount of holiday pay, not made the subject of a grievance within three hundred sixty-five (365) consecutive days after March 15 of the calendar year next following the calendar year in which such holiday pay, as the case may be, was earned, shall be deemed to be waived. Any other claim not presented as a grievance within (i) sixty (60) calendar days after the occurrence of the subject matter of the grievance or (ii) within sixty (60) calendar days after the employee or the Union has had a reasonable opportunity to become aware of the occurrence, whichever of (i) or (ii) is the later (but in any event not to exceed three hundred sixty-five (365) calendar days after the occurrence), shall be deemed to be waived.
(c) Requests for information from the Producer (other than routine requests for day-
to-day administration of the Agreement) must be submitted by the IATSE, rather than the Local
Union.

26. **Employees in the Armed Services**

Recognizing the moral and legal responsibility to the employees subject to this
Agreement who have entered into the Armed Services, the Producer and the Union agree that
they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such
employees to the jobs such employees held prior to their entry into the Armed Services.

Producers and the Union agree that employees temporarily holding such jobs will be
displaced by such returning employees.

27. **California Sick Leave**

(a) **Accrual.** Commencing upon the effective date of this Agreement, eligible
employees covered by the IATSE Basic Agreement shall accrue one (1) hour of paid sick leave
for every thirty (30) hours worked in California for Producer, up to a maximum of forty-eight
(48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and
provided that advance notice is given to the employee, a Producer may elect to provide
employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty
(30) days in California for the Producer and after their ninetieth (90th) day of employment in
California with the Producer (based on days worked or guaranteed), with a bank of twenty-four
(24) hours or three (3) days of sick leave per year, such year to be measured, as designated by
the Producer, as either a calendar year or starting from the employee’s anniversary date. Under
this elected option, such banked sick leave days may not be carried over to the following year.)

(b) To be eligible to accrue paid sick leave, the employee must have worked for the
Producer for at least thirty (30) days in California within a one (1) year period, such year to be
measured, as designated by the Producer, as either a calendar year or starting from the
employee’s anniversary date. Sick leave may be used in minimum increments of four (4) hours
upon oral or written request after the eligible employee has been employed by the Producer in
California for ninety (90) days (based on days worked or guaranteed), such period to be
measured, as designated by the Producer, as either a calendar year or starting from the
employee’s anniversary date. Reasonable advance notification of the need for sick leave is
required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days
accrued on an hourly basis shall carry over to the following year of employment; however, the
Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three
(3) days during each year of employment as defined by the Producer in advance.

(c) A day of sick leave pay shall be equal to eight (8) hours’ pay at the employee’s
straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall
be paid four (4) hours of pay at his or her straight time hourly rate. Temporary replacements are
not covered by this Agreement. The employee shall not be required to find a replacement as a condition of exercising his right to paid sick leave.

(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee’s “family member.” Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

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

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

(g) Any Producer that has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, as of the effective date of this Agreement, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

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

2 “Family member” means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee’s spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.
28. **Waiver of Sick Time 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; Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.0.1.e, 37.03, 37.07.a)1)B.ii. and 37.07.f)); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; 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 Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); 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 (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands on the day and year designated above.

**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES LISTED ON ATTACHMENT “A” HERETO**

By: [Signature]
Carol A. Lombardini
President, AMPTP

Date: January 15, 2018
FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES AND CANADA

By: Matthew D. Loeb
   International President

Date: 10/29/17

SCRIPT SUPERVISORS/CONTINUITY, COORDINATORS, ACCOUNTANTS &
ALLIED PRODUCTION SPECIALISTS GUILD, LOCAL #871

By: Leslie Simon
   Business Representative

Date: 1/23/18