

**AGREEMENT OF DECEMBER 2, 2018 BETWEEN**  
**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**  
**AND COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**  
**(PARKING PRODUCTION ASSISTANTS)**

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**(PARKING PRODUCTION ASSISTANTS)**

This Agreement is entered into as of December 2, 2018 between the Communications Workers of America, AFL-CIO (“the Union” or “CWA”), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers listed below (each hereinafter respectively referred to as the “Employer” and collectively referred to as the “Employers”), on the other hand:

ABC Studios New York, LLC  
Big Indie Pictures, Inc.  
CBS Studios Inc.  
Columbia Pictures Industries, Inc.  
Eye Productions Inc.  
HBO Entertainment, Inc.  
HBO Films, Inc.  
Horizon Scripted Television, Inc.  
Hostage Productions, Inc.  
Jay Squared Productions LLC  
Main Gate Productions LLC  
New Line Productions, Inc.  
Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC

Paramount Pictures Corporation  
Picrow, Inc.  
Picrow Features Inc.  
Picrow Streaming Inc.  
Rand Park Productions, LLC  
San Vicente Productions, Inc.  
Touchstone Television Productions, LLC  
d/b/a/ ABC Studios  
Twentieth Century Fox Film Corporation  
Universal Content Productions LLC  
Universal Television LLC  
Warner Bros. Pictures  
Warner Bros. Television  
YNFS Productions LLC

**WITNESSETH:**

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

## **Article 1– Term of Agreement**

This Agreement shall commence on December 2, 2018 and shall terminate on December 1, 2021.

## **Article 2 – Recognition**

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for Parking Production Assistants and Lead Parking Production Assistants.

## **Article 3 – Jurisdiction and Scope of Agreement**

- Section 1.** The Employer recognizes the Union’s jurisdiction with respect to individuals employed as Parking Production Assistants and Lead Parking Production Assistants in New York City, New York. A Lead Parking Production Assistant is a Parking Production Assistant who, in addition to providing services as a Parking Production Assistant, assists the parking coordinator in the performance of his or her duties. The engagement of a Lead Parking Production Assistant shall be at the Employer’s discretion.
- Section 2.** This Agreement is limited in its application to those individuals employed by the Employer as a Parking Production Assistant or Lead Parking Production Assistant to work in New York City, New York. Nevertheless, the Employer may elect to apply the terms and conditions of this Agreement to individuals working outside New York City, New York.
- Section 3.** The Employer reserves its rights to employ security personnel for the purpose of ensuring the safety of individuals working on the production and/or the security of production equipment. Security personnel shall not be subject to the terms and conditions of this Agreement.
- Section 4.** This Agreement does not apply to parking coordinators or assistant parking coordinators.

## **Article 4 – Union Security**

An employee covered by this Agreement shall, as a condition of employment, either: (1) become and thereafter remain a member in good standing of the Union; or (2) pay or tender to the Union amounts equivalent to periodic Union dues. The foregoing shall become effective on and after the thirtieth (30th) day following either the employee’s first day of employment or the effective date of this Agreement, whichever is later.

**Article 5 – Wage Rates**

The minimum hourly wage rates for Parking Production Assistants and Lead Parking Production Assistants shall be as follows:

	<b>12/2/18 - 11/30/19</b>	<b>12/1/19 - 11/28/20</b>	<b>11/29/20 - 12/1/21</b>
<b>Theatrical</b>	\$17.01	\$17.52	\$18.05
<b>Television</b>	\$16.20	\$16.69	\$17.19

**Article 6 – Health and Welfare and Pension Funds**

Commencing March 3, 2019, Employer shall make contributions to the Motion Picture Industry Pension and Health Plans (“MPIPHP”) for each hour worked by or guaranteed an employee (including straight time and overtime hours on any day worked) who has worked at least one hundred eighty (180) days since February 12, 2018 as a Parking Production Assistant and/or Lead Parking Production Assistant for one or more of the Employers signatory to this Agreement (*i.e.*, those Employers listed in the preamble to this Agreement and any other Employer who subsequently becomes signatory to this Agreement) as follows:

**Section 1.** Employers who qualify as a “\$15 Million Contributor,” as that term is defined in Section 2 below, shall pay the “Basic Rate,” which comprises:

\$1.8065/hour to the Motion Picture Industry Pension Plan (“Pension Plan”);

\$4.313/hour (\$4.413/hour effective March 1, 2020 and \$4.513/hour effective February 28, 2021) to the Motion Picture Industry Health Plan – Active Employees Fund (“Active Employees Fund”);

An additional \$0.187/hour to the Active Employees Fund for a dental plan;

An additional \$0.05/hour to the Active Employees Fund for a vision care plan; and

\$0.371/hour to the Pension Plan, as agent for transmittal to the Motion Picture Industry Health Plan – Retired Employees Fund (“Retired Employees Fund”), which is inclusive of \$0.051/hour for a dental plan and \$0.02/hour for a vision care plan.

**Section 2.** A “\$15 Million Contributor” is an Employer which is signatory to one or more of the following agreements:

Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement; Agreement Between Producer and Studio Transportation Drivers, Local #399 of the International Brotherhood of Teamsters; Agreement Between Producer and International Brotherhood of Electrical Workers, Local #40; Agreement Between Producer and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #78; Agreement Between Producer and Southern California District Council of Laborers and its Affiliate, Studio Utility Employees, Local #724, both affiliated with the Laborers’ International Union of North America, AFL-CIO; Agreement Between Producer and Plasterers, Local #755

and which, together with its related and affiliated entities, has made Supplemental Markets payments under such agreement(s) to the MPIPHP in an aggregate amount of not less than \$15,000,000 in any three (3) consecutive year period.

A list of Employers, each of which qualifies as a “\$15 Million Contributor,” has been supplied to the CWA. It is understood that any related or affiliated entity of an Employer that qualifies as a “\$15 Million Contributor” that exists now or may exist in the future, and any entity hereafter recognized by the MPIPHP as a “\$15 Million Contributor,” is also considered a “\$15 Million Contributor.”

**Section 3.** Employers who do not qualify as a “\$15 Million Contributor” shall make contributions to the MPIPHP at rates based on the determination of the actuaries and consultants to be the actual hourly cost of benefits and approved by the Directors (“Actual Cost Rate”). These rates shall be reviewed and subject to change not more frequently than once per year. The MPIPHP shall give the Employers not less than ninety (90) days’ advance notice of a change in such rates. As of March 3, 2019, the Actual Cost Rate is \$14.788/hour, comprising \$8.415/hour to the Active Employees Fund, \$4.413/hour to the Pension Plan and \$1.96/hour to the Retired Employees Fund.

**Section 4.** If, at any time during the term of the Agreement, the consultants project that the level of reserves in the Active Employees Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Fund will fall below eight (8) months, then Employer shall reallocate up to one percent (1%) from wages to the Health Plan, until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of the Agreement.

**Section 5.** The Union shall provide the AMPTP with a list of those members of the bargaining unit who have worked at least one hundred eighty (180) days since February 12, 2018 as a Parking Production Assistant and/or Lead Parking Production Assistant for one or more of the Employers signatory to this Agreement (*i.e.*, those Employers listed in the preamble to this Agreement and any other Employer who subsequently becomes signatory to this Agreement), along with documents establishing such members' work experience. The AMPTP shall compile a list of individuals whom it has verified as having met the one hundred eighty (180) day work experience requirement, and shall distribute the list to Employers prior to March 3, 2019. Contributions on behalf of individuals identified on such list shall commence on March 3, 2019.

Thereafter, the Union shall submit to the AMPTP any updates to the list and corresponding documentation of work experience on or before the first day of each month. The AMPTP shall update and distribute the list of individuals whom it has verified as having met the one hundred eighty (180) day work experience requirement to the Employers on or before the 15th of each month. Contributions on behalf of any newly-added individual whose work experience has been verified by the AMPTP shall commence on the first day of the calendar month following the AMPTP's distribution of a list containing the individual's name.

#### **Article 7 – Overtime and Premium Pay**

**Section 1.** All time worked for a single Employer in excess of eight (8) hours in a day shall be paid at one and one-half (1½) times the employee's regular hourly rate.

**Section 2.** All time worked for a single Employer in excess of forty (40) hours in a workweek shall be paid at one and one-half (1½) times the employee's regular hourly rate.

**Section 3.** All time worked on a sixth or seventh day worked for a single Employer in a workweek shall be paid at one and one-half (1½) times the employee's regular hourly rate.

**Section 4.** All time worked on a recognized holiday shall be paid at two (2) times the employee's regular hourly rate.

**Section 5.** The workweek shall be a seven (7) consecutive day period, starting on the employee's first day of work.

**Section 6.** A workday 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 recognized holiday or from a recognized holiday into the next day shall be paid at two (2) times the employee's regular hourly rate for those hours worked on the recognized holiday.

**Section 7.** Overtime shall be payable in one-tenth (1/10) hour increments.

**Section 8.** Overtime and premium pay under this Article shall not be compounded.

### **Article 8 – Payroll Week and Payment of Wages**

The payroll week shall be from Sunday through Saturday. Employees shall be paid no later than Friday of the following payroll week.

### **Article 9 – Time Cards**

Each employee shall sign his or her completed time card before submission to the Employer.

### **Article 10 – Minimum Call**

Employees called by the Employer to work on a specified date and time shall be guaranteed one (1) day of employment at a minimum of eight (8) hours of pay at the employee's regular hourly rate for each call (the "minimum call"), except that employees who absent themselves prior to working eight (8) hours shall be paid only for time worked. Employees shall hold themselves in readiness to work for the Employer during the period of the minimum call and such additional time as the Employer may require. Consistent with the manner in which employees working on the production of motion pictures and television programs are engaged, an employee may be replaced or laid off following completion of the guaranteed period of employment.

### **Article 11 – Cancellation of Call**

**Section 1.** Calls may be cancelled with six (6) hours' notice, except that an Employer may cancel a call due to inclement weather (*e.g.*, snow, sleet, ice storms, hurricanes) with four (4) hours' notice.

**Section 2.** Employees shall be entitled to eight (8) hours' pay at the regular hourly rate for calls that are not cancelled within the time period specified in Section 1 above.

## Article 12 – Holidays

- Section 1.** The Employer will recognize the following holidays: New Year’s Day, Presidents’ Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day.
- Section 2.** If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday. If any of the above holidays falls on a Sunday, the following Monday shall be considered the holiday.
- Section 3.** 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, he or she must work on the production on the last scheduled workday immediately before and the first scheduled workday immediately after the holiday.

## Article 13 – Meal Breaks and Expenses

- Section 1.** Reasonable time for meals shall be allowed for all employees employed under this Agreement.
- Section 2.** When the Employer furnishes meals to the shooting unit, and employees covered under this Agreement are working at the same site at the same time for the same production, the Employer will likewise furnish meals to employees covered under this Agreement.
- Section 3.** If the Employer does not provide a meal to the employee, the employee shall be paid a meal allowance for every six (6) hours of work in the following amounts: \$8.00 for the first meal; \$11.00 for the second meal; and \$14.50 for the third meal.
- Section 4.** The Employer shall reimburse employees for pre-approved and authorized out-of-pocket expenses incurred in the course and scope of employment. Such reimbursement shall be included in the employee’s paycheck.

## Article 14 – Equipment Allowance

When the Employer requires an employee to supply his or her own equipment, which may include the employee’s personal vehicle, the employee shall be paid a daily allowance of ten dollars (\$10.00) for all such equipment.



### **Article 15 – Health and Safety**

The Employer agrees that the health and safety of employees is a priority. When making staffing decisions, the Employer shall consider the health and safety of employees by evaluating, on a case-by-case basis, factors such as the time during which work will be performed, the proximity of other personnel working on the production at the time work will be performed, the size and characteristics of the area to be secured and the proximity to the work site of accessible restroom facilities. Employer shall ensure that employees have access to restroom facilities.

### **Article 16 – Workforce Stability**

The Employers and the Union agree that there is value in having a stable workforce and that the parties should attempt to foster workforce stability. The parties acknowledge that providing employment opportunities for those who have previously been employed as a Parking Production Assistant and/or Lead Parking Production Assistant is one of many ways to foster workforce stability; however, they also acknowledge that various factors affect an Employer's hiring decisions, depending on the specific needs of the production, and that there are valid reasons why an Employer might choose to employ new Parking Production Assistants and/or Lead Parking Production Assistants.

To that end, should the Union have concerns that an Employer is hiring an excessive number of new Parking Production Assistants and/or Lead Parking Production Assistants, or that a potential violation of Article 17 ("Non-Discrimination") has occurred, it should promptly contact the Employer's Labor Relations representative to discuss the matter. In addition, upon the Union's request, an Employer shall meet with the Union to discuss the Employer's hiring practices with respect to Parking Production Assistants and/or Lead Parking Production Assistants. Such meetings shall occur not more frequently than on a quarterly basis.

### **Article 17 – Non-Discrimination**

**Section 1.** The Employer and the Union agree that they will not discriminate against any employee covered by this Agreement because of such employee's race, color, religion, sex, age, national origin, marital status, sexual orientation, military status, or because of his/her activities on behalf of the Union, or because the employee is disabled, or because the employee is a member of any other protected class recognized by applicable federal or state/local law.

**Section 2.** Except for those disputes described in the second sentence of Section 1 of Article 19 ("Grievance and Arbitration"), disputes arising under this Article shall not be subject to the Grievance and Arbitration provision of this Agreement.

## **Article 18 – No Strike - No Lockout**

The Union agrees that during the period of this Agreement, it will not call, engage in or assist any strike, sympathy strike, picket, boycott, or slow-down of work, 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. The Union agrees to instruct its members to perform their services for the Employer, even though other individuals or groups of individuals may be on strike.

## **Article 19 – Grievance and Arbitration**

**Section 1.** Disputes concerning the interpretation or application of the provisions of this Agreement are subject to grievance and arbitration, except as otherwise provided in this Agreement. Any claims filed by the Union concerning disputes described in this Section 1 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 the grievance and arbitration procedure described herein.

**Section 2.** The Union or Employer shall reduce any claims to writing, setting forth the specific facts establishing a violation, the section of the contract that is alleged to have been violated, the date of the alleged violation and the remedy sought, including the amount of money, if any, sought. The Union or Employer, as applicable, must deliver such written claims to the opposing party within thirty (30) days from the date the employee or Employer, as applicable, knows of the claim or should have known of the claim, whichever is earlier, but in no case more than sixty (60) days after the date of the event giving rise to the grievance. Claims delivered to the Employer shall be delivered to the Employer's Labor Relations representative. Claims delivered to the Union shall be delivered to the President of the Local.

**Section 3.** No later than ten (10) days after delivery of the written claim, an authorized representative of the Union and the Employer's Labor Relations representative shall discuss the matter and attempt to resolve the claim. If the parties cannot resolve the claim, the Employer's Labor Relations representative or the Union's representative, as applicable, shall reply in writing within ten (10) days following the discussion setting forth the reasons for the action(s) taken by the Employer or Union, as applicable, which action(s) gave rise to the grievance. It is understood that the Employer or Union, as applicable, is not precluded from raising additional reasons or modifying the reasons for its action(s) in the future. The Employer or Union, as applicable, shall notify the other party of any such additional or modified reasons at least fifteen (15) days in advance of any arbitration hearing. If the party receiving the written claim fails to serve a written reply as provided herein, then the other party may elect to proceed directly to arbitration as provided in Section 4 below.

- Section 4.** If resolution cannot be achieved, then the Union or Employer, as applicable, may choose to pursue arbitration by delivering a claim for arbitration no later than sixty (60) days from the date of the written reply, or from the date the written reply was due, if no written reply is served.
- Section 5.** Failure to file a claim within the time limits specified in Section 2 above or to refer a claim to arbitration within the time limits specified in Section 4 above shall result in a waiver of the claim. Any of the time limits herein may be extended by mutual written agreement of the parties.
- Section 6.** The arbitrator shall be selected from a panel of arbitrators established to hear and determine claims hereunder. It is understood that the parties may agree to a separate panel for expedited arbitration under Section 7 below.
- Section 7.** Disputes involving a violation of the no-strike - no lockout provision may be submitted to expedited arbitration by serving a written demand for expedited arbitration. The dispute shall be submitted to expedited arbitration within seventy-two (72) hours (or as soon thereafter as the arbitrator is available) after the other party receives the demand for expedited arbitration. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. There shall be no post-hearing briefs.
- Section 8.** Each party shall bear its own costs and expenses of arbitration. The fees and costs of the arbitrator shall be paid equally by the parties to the dispute.

#### **Article 20 – Payroll Deduction of Dues**

- Section 1.** The Employer shall not object to its payroll company deducting all appropriate union dues/service fees from all wages earned by employees covered under this Agreement who have executed the appropriate payroll deduction authorization card, and shall request such payroll company to honor the Union's request for such deductions. The Employer shall also request that such payroll company remit authorized deductions to the Union on a weekly basis and furnish the Union with a list of employees for whom deductions have been made and the amount of the deductions. The authorization shall continue in effect until cancelled by written notice from the employee or the Secretary-Treasurer of the Union.
- Section 2.** The Employer shall bear the full cost of dues deduction as set forth in Section 1 above, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Employer and the Union.

## **Article 21 – Information to be Provided to the Union**

- Section 1.** The Employer will inform the Union within two (2) weeks of a newly-hired employee covered by this Agreement. Such notice will include the full name, address, contact information and the last four (4) digits of the employee's Social Security number. Inadvertent failure to supply such notice shall not be subject to the grievance and arbitration provisions of this Agreement.
- Section 2.** At the end of each quarter, the Employer will submit to the Union a list of its employees covered by this Agreement showing each employee's earnings for that quarter.
- Section 3.** The Employer shall notify the Union as soon as practicable of accidents which require an employee to be admitted to the hospital for an overnight stay.

## **Article 22 – Union Access to Sites**

The Employer shall permit a duly authorized representative of the Union access to sites where employees covered by this Agreement are performing services during working hours for purposes of monitoring compliance with this Agreement, provided that work is not disrupted and the representative complies with the reasonable and generally applied security rules established by the Employer. The Union representative shall sign a non-disclosure agreement when requested by the Employer.

## **Article 23 – Management Rights**

Except to the extent expressly and specifically limited by the provisions of this Agreement, the Employer retains all rights, powers, privileges, authority, responsibilities and functions of management, including the right of staffing and assignment, and the right to establish or modify policies and procedures.

## **Article 24 – Waiver of New York City Earned Safe and Sick Time Act**

The Union expressly waives, to the full extent permitted by law, application of the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*) to all employees employed under this Agreement, as well as any other ordinance, statute or law requiring paid sick leave that is hereinafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

**Article 25 – Conflict With Laws**

In the event that any of the terms or conditions of this Agreement are contrary to or unenforceable by reason of any law or governmental decision, ruling or regulation, 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.

**Article 26 – Better Conditions**

Nothing in this Agreement shall preclude the employee from negotiating and obtaining better terms and conditions than those provided herein.

**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE EMPLOYERS LISTED IN THE PREAMBLE**

\_\_\_\_\_ Date: \_\_\_\_\_  
Carol A. Lombardini, President

**FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

\_\_\_\_\_ Date: \_\_\_\_\_  
John Dempsey