

AGREEMENT OF DECEMBER 2, 2021 BETWEEN
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
AND COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(PARKING PRODUCTION ASSISTANTS)

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AGREEMENT OF DECEMBER 2, 2021 BETWEEN
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
AND COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(PARKING PRODUCTION ASSISTANTS AND PARKING COORDINATORS)

This Agreement is entered into as of December 2, 2021 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 in Exhibit 1 (each hereinafter respectively referred to as the “Employer” and collectively referred to as the “Employers”), on the other hand.

WITNESSETH:

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

I. GENERAL PROVISIONS

Article 1 – Term of Agreement

This Agreement shall commence on December 2, 2021 and shall terminate on December 1, 2024.

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, Lead Parking Production Assistants and Parking Coordinators.

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, Lead Parking Production Assistants and Parking Coordinators 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, is designated by the Parking Coordinator to assist the Parking Coordinator in the performance of his or her duties. Lead Parking Production Assistants are also known as Assistant Parking Coordinators. Any reference to “Lead Parking Production Assistant” in this Agreement shall also refer to “Assistant Parking Coordinator.” 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, Lead Parking Production Assistant or Parking Coordinator 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.

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 – 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 6 – 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 8 ("Grievance and Arbitration"), disputes arising under this Article shall not be subject to the Grievance and Arbitration provision of this Agreement.

Article 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – Sick Leave

The provisions of this Article 13 only apply to employees working under this Agreement in the State of New York.

Section 1. Commencing June 1, 2022, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer in New York, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of fifty-six (56) hours of sick leave at the beginning of each calendar year (or upon the employee's commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee's sick leave based on the number of hours actually worked by an employee during the calendar year, if it elects to provide a bank of sick leave. For purposes of this Article 13, a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

Section 2. Sick leave may be used in minimum increments of four (4) hours upon the oral or written request of an employee, for the following purposes:

For a mental or physical illness, injury, or health condition of the employee or the employee's family member, regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests leave;

For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member; or

For an absence from work due to any of the following reasons when the employee or employee's family member* has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:

- (a) to obtain services from a domestic violence shelter, rape crisis center, or other services program;
- (b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;*
- (c) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
- (d) to file a complaint or domestic incident report with law enforcement;
- (e) to meet with a district attorney's office;
- (f) to enroll children in a new school; or
- (g) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member* or to protect those who associate or work with the employee.

The reasons outlined above in subparagraphs (a) through (g) must be related to the domestic violence, family offense, sexual offense, stalking, or human trafficking. Provided further that a person who has committed the domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for leave under this Article for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

Section 3. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. An Employer may request documentation from an employee confirming their eligibility to take sick leave where the employee uses leave for three or more consecutive and

* "Family member" shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse or domestic partner. "Parent" shall mean a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child. "Child" shall mean a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.

previously scheduled workdays. An Employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

- (a) An attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date that the employee may return to work, or
- (b) An attestation from an employee of their eligibility to leave.

An Employer may not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of the employee or the employee's family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing sick leave.

Section 4. For employees employed on an hourly or daily basis, 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 the employee's straight time hourly rate. For weekly employees, a day of sick leave pay shall be equal to one-fifth (1/5) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). The employee shall not be required to find a replacement as a condition of exercising the right to paid sick leave.

Section 5. An employee's unused sick leave shall be carried over to the following calendar year; provided, however, that an Employer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 13 shall be construed to require an Employer to pay an employee for unused sick leave upon the employee's termination, resignation, retirement, or other separation from employment.

Section 6. No Employer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised his or her rights under this Article, including, but not limited to, requesting sick leave and using sick leave.

Section 7. Upon return to work following any sick leave taken pursuant to this section, an employee shall be restored by the Employer to the position of employment held by the employee prior to any sick leave taken pursuant to this section with the same pay and other terms and conditions of employment, provided the position continues to exist.

Section 8. Employer shall advise the employee of its designated representative or department whom the employee may contact to confirm eligibility and the amount of accrued

sick leave available under this Article 13. Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The designated Employer representative or department shall provide the information to the employee within three (3) business days of the request.

Section 9. Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein.

Section 10. 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.) and the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-b) 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 14 – 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 15 – Better Conditions

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

II. WAGE RATES AND HEALTH AND WELFARE AND PENSION FUNDS

Article 16 – Wage Rates

Section 1. The minimum hourly wage rates for Parking Production Assistants shall be as follows:

	12/2/21 - 12/4/21	12/5/21 - 12/3/22	12/4/22 - 12/2/23	12/3/23 - 12/1/24
Theatrical	\$18.05	\$19.14	\$19.71	\$20.30
Television	\$17.19	\$18.23	\$18.78	\$19.34

Effective June 19, 2022, an individual engaged by an Employer as a Lead Parking Production Assistant shall be paid an additional one dollar (\$1.00) per hour over the applicable rate for a Parking Production Assistant. No more than two (2) individuals shall be engaged as a Lead Parking Production Assistant on a production at any time.

Section 2. Prior to June 19, 2022, the rate of compensation for a Parking Coordinator shall be individually negotiated between the Parking Coordinator and the Employer.

Effective June 19, 2022:

An Employer may engage a Parking Coordinator on a daily basis at a rate of \$25.00 per hour (\$25.75 per hour effective December 4, 2022 and \$26.52 per hour effective December 3, 2023) with a guarantee of 12 hours per day.

Alternatively, an Employer may engage a Parking Coordinator on a weekly on-call basis at a rate of \$1,750 per week (\$1,803 per week effective December 4, 2022 and \$1,857 per week effective December 3, 2023) with a guarantee of five days per week. The weekly rate may be prorated on the basis of one-fifth (1/5) of the weekly rate for each day during a partial workweek at the beginning or end of the Parking Coordinator's employment, or during a partial workweek immediately preceding or following a hiatus.

Article 17 – Health and Welfare and Pension Funds

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) at the applicable rate provided in Section 1 or Section 3 below, except that prior to July 3, 2022, such contributions shall be made on behalf of Parking Production Assistants and Lead Parking Production Assistants only if the Parking Production Assistant or Lead Parking Production Assistant 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 Exhibit 1 and any other Employer who subsequently becomes signatory to this Agreement).

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”);

\$4.513/hour (\$4.913/hour effective December 5, 2021, \$5.313/hour effective December 4, 2022 and \$5.713/hour effective December 3, 2023) 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 December 2, 2021, the Actual Cost Rate is \$16.690/hour, comprising \$9.825/hour to the Active Employees Fund, \$4.905/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 has previously provided 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, and the AMPTP has previously compiled a list of individuals whom it has verified as having met the one hundred eighty (180) day work experience requirement.

Until June 1, 2022, 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.

III. WORKING CONDITIONS FOR PARKING PRODUCTION ASSISTANTS AND LEAD PARKING PRODUCTION ASSISTANTS

Article 18 – 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 Parking Production Assistant's or Lead Parking Production Assistant'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 Parking Production Assistant's or Lead Parking Production Assistant'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 Parking Production Assistant's or Lead Parking Production Assistant's regular hourly rate.

- Section 4.** All time worked on a recognized holiday shall be paid at two (2) times the Parking Production Assistant's or Lead Parking Production Assistant's regular hourly rate.
- Section 5.** The workweek shall be a seven (7) consecutive day period, starting on the Parking Production Assistant's or Lead Parking Production Assistant'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 a Parking Production Assistant or Lead Parking Production Assistant 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 Parking Production Assistant's or Lead Parking Production Assistant'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 19 – Time Cards

Each Parking Production Assistant and Lead Parking Production Assistant shall sign his or her completed time card before submission to the Employer.

Article 20 – Minimum Call

Parking Production Assistants or Lead Parking Production Assistants 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 Parking Production Assistant's or Lead Parking Production Assistant's regular hourly rate for each call (the "minimum call"), except that Parking Production Assistants or Lead Parking Production Assistants who absent themselves prior to working eight (8) hours shall be paid only for time worked. Parking Production Assistants or Lead Parking Production Assistants 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, a Parking Production Assistant or Lead Parking Production Assistant may be replaced or laid off following completion of the guaranteed period of employment.

Article 21 – 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. Parking Production Assistants and Lead Parking Production Assistants 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 22 – Holidays

Section 1. The Employer will recognize the following holidays: New Year's Day, Martin Luther King, Jr. 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 Parking Production Assistant's or Lead Parking Production Assistant's regular straight time hourly rate). In order for a Parking Production Assistant or Lead Parking Production Assistant 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 23 – Meal Breaks and Expenses

Section 1. Reasonable time for meals shall be allowed for all Parking Production Assistants and Lead Parking Production Assistants employed under this Agreement.

Section 2. When the Employer furnishes meals to the shooting unit, and Parking Production Assistants or Lead Parking Production Assistants 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 Parking Production Assistants and Lead Parking Production Assistants covered under this Agreement.

Section 3. If the Employer does not provide a meal to a Parking Production Assistant or Lead Parking Production Assistant, the Parking Production Assistant or Lead Parking Production Assistant 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 Parking Production Assistants and Lead Parking Production Assistants for pre-approved and authorized out-of-pocket expenses incurred in the course and scope of employment. Such reimbursement shall be included in the Parking Production Assistant's or Lead Parking Production Assistant's paycheck.

Article 24 – Equipment Allowance

When the Employer requires a Parking Production Assistant or Lead Parking Production Assistant 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) (seventeen dollars and fifty cents (\$17.50) effective June 19, 2022 and twenty dollars (\$20.00) effective December 3, 2023) for all such equipment.

Article 25 – Health and Safety

The Employer agrees that the health and safety of Parking Production Assistants and Lead Parking Production Assistants is a priority. When making staffing decisions, the Employer shall consider the health and safety of Parking Production Assistants and Lead Parking Production Assistants 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 Parking Production Assistants and Lead Parking Production Assistants have access to restroom facilities.

Article 26 – 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 6 ("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.

IV. WORKING CONDITIONS FOR PARKING COORDINATORS

Article 27 – Overtime and Premium Pay

Section 1. Prior to June 19, 2022, if the work assignment will require the Parking Coordinator to work for a single Employer for more than forty (40) hours in a

week, then a one-half time premium shall be included in the compensation individually negotiated between the Parking Coordinator and the Employer.

Section 2. Effective June 19, 2022, the following applies to a Parking Coordinator who is engaged on a daily basis:

- (a) All time worked for a single Employer in excess of eight (8) hours in a day shall be paid at one and one-half ($1\frac{1}{2}$) times the Parking Coordinator's regular hourly rate.
- (b) All time worked for a single Employer in excess of forty (40) hours in a workweek shall be paid at one and one-half ($1\frac{1}{2}$) times the Parking Coordinator's regular hourly rate.
- (c) 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 ($1\frac{1}{2}$) times the Parking Coordinator's regular hourly rate.
- (d) All time worked on a recognized holiday shall be paid at two (2) times the Parking Coordinator's regular hourly rate.
- (e) A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that a Parking Coordinator 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 Parking Coordinator's regular hourly rate for those hours worked on the recognized holiday.
- (f) Overtime shall be payable in one-tenth ($1/10$) hour increments.
- (g) Overtime and premium pay under this Section 2 shall not be compounded.

Section 3. Effective June 19, 2022, the following applies to a Parking Coordinator who is engaged on a weekly on-call basis:

- (a) If an Employer specifically instructs and requires a Parking Coordinator who is engaged on a weekly on-call basis to perform work on a sixth or seventh day within the Parking Coordinator's workweek, the Parking Coordinator shall be paid one and one-half ($1\frac{1}{2}$) times one-fifth ($1/5$) of the weekly rate for the sixth or seventh day so worked.
- (b) If an Employer specifically instructs and requires a Parking Coordinator who is engaged on a weekly on-call basis to perform work on a recognized holiday, the Parking Coordinator shall be paid two (2) times one-fifth ($1/5$) of the weekly rate for work on the recognized holiday.

Section 4. The workweek shall be a seven (7) consecutive day period, starting on the Parking Coordinator's first day of work.

Article 28 – Time Cards

Each Parking Coordinator engaged on a daily basis shall sign his or her completed time card before submission to the Employer.

Article 29 – Minimum Call

Effective June 19, 2022, a Parking Coordinator engaged on a daily basis who is called by the Employer to work on a specified date and time shall be guaranteed one (1) day of employment at a minimum of twelve (12) hours of pay at the Parking Coordinator's regular hourly rate for each call (the "minimum call"), except that Parking Coordinators who absent themselves prior to working twelve (12) hours shall be paid only for time worked. Parking Coordinators 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, a Parking Coordinator may be replaced or laid off following completion of the guaranteed period of employment.

Article 30 – Cancellation of Call

Effective June 19, 2022, the following applies to Parking Coordinators engaged on a daily basis:

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. Parking Coordinators shall be entitled to twelve (12) hours' pay at the regular hourly rate for calls that are not cancelled within the time period specified in Section 1 above.

Article 31 – Holidays

Section 1. The Employer will recognize the following holidays: New Year's Day, Martin Luther King, Jr. 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. Prior to June 19, 2022, payment for an unworked holiday is subject to individual negotiation between the Parking Coordinator and the Employer. For a Parking Coordinator to be eligible for pay for an unworked holiday, the Parking Coordinator must work on the last scheduled workday immediately before and the first scheduled workday immediately after the holiday.

Section 4. Effective June 19, 2022:

Pay for holidays which are not worked by a Parking Coordinator engaged on a daily basis shall be calculated on the basis of twelve (12) hours (at the Parking Coordinator's regular straight time hourly rate). In order for a Parking Coordinator engaged on a daily basis 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.

Parking Coordinators engaged on a weekly on-call basis shall not have their weekly rate reduced in the event they do not work on a recognized holiday that falls during the workweek.

Article 32 – Personal Equipment

A Parking Coordinator may individually negotiate with an Employer regarding payment for use of any personal equipment that the Employer requires the Parking Coordinator to supply.

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE EMPLOYERS LISTED IN EXHIBIT 1

Carol A. Lombardini, President

Date: _____

FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

John Dempsey

Date: _____

EXHIBIT 1
Companies Represented by the AMPTP
in the 2021 CWA Parking Production Assistant
and Parking Coordinator Negotiations

20th Century Studios, Inc.	Main Gate Productions LLC
40 North Productions, LLC	Metro-Goldwyn-Mayer Pictures, Inc.
	MGM Television Entertainment Inc.
ABC Signature LLC (formerly Touchstone Television Productions, LLC)	Milk Street Productions, LLC
ABC Signature Studios, Inc.	Minim Productions, Inc.
ABC Studios New York, LLC	Netflix Productions, LLC
Alameda Productions, LLC d/b/a Legendary	Netflix Studios, LLC
Alameda Productions, LLC	New Line Productions, Inc.
Alive and Kicking, Inc	North Center Productions, Inc.
Apple Studios LLC	
	Olive Productions, LLC
Big Indie Pictures, Inc.	On the Brink Productions, Inc.
Carnival Row Productions, LLC	Orchard Road Productions, LLC
CBS Studios Inc.	
Columbia Pictures Industries, Inc.	Pacific 2.1 Entertainment Group, Inc.
Dyminium Productions, LLC	Palladin Productions LLC
	Paramount Pictures Corporation
Eye Productions Inc.	Picrow, Inc.
	Picrow Streaming, Inc.
Film 49 Productions, Inc.	
FTP Productions, LLC	Rand Park Productions, LLC
	Ruff Draft Productions, LLC
GWave Productions, LLC	
	Salty Pictures, Inc.
HBO Entertainment, Inc.	San Vicente Productions, Inc.
HBO Films, Inc.	
Hop, Skip & Jump Productions	TVM Productions, Inc.
Horizon Scripted Television Inc.	Twentieth Century Fox Film Corporation
Hostage Productions, Inc.	d/b/a 20th Television
Jay Squared Productions, LLC	Universal Content Productions LLC
	Universal Television LLC
Kenwood TV Productions, Inc.	
	Warner Bros. Pictures
Legendary Features Productions US, LLC	Warner Bros. Television
Legendary Pictures Funding, LLC	
Legendary Pictures Productions, LLC	YNFS Productions LLC
Legendary Television Animation, LLC	