

# TENTATIVE 2024-2027 AREA STANDARDS SUMMARY

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

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

1. Wage Improvements:

- a. General wage minimums shall increase 7% in year one, 4% in year two and 3.5% in year three. These increases shall be compounded.
- b. For the non-Maryland rates, an additional regional wage adjustment of 2% will be applied yearly to the minimum wages for the next five years, prior to any general wage increases. These increases will be compounded.
- c. Assistant Production Office Coordinators and Art Department Coordinator classifications' wage minimums for television will increase to \$28.50 per hour in year one, and \$30 per hour in year two, with the general wage increase applied in year three, a 15% increase in the first two years of the Agreement.
- d. In alignment with the Basic Agreement (Locals 80 and 728), 'On production' employees who work in an aerial lift used as a lighting platform or grip lighting platform at least 35 feet in the air for four (4) or more cumulative hours will receive an additional \$1 per hour for the entire shift.
- e. In alignment with the Basic Agreement (Local 80), a grip who works in an aerial lift at least 65 feet in the air for four (4) or more cumulative hours will receive an additional \$3 per hour for the entire shift.

2. National Benefit Plans:

- a. Beginning on August 1, 2024, contingent on ratification, Employers will pay a single benefit contribution rate of \$175 per employee, per day for all

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***

jurisdictions and for all content. This includes increases in the health contribution as well as increases in year 1 to the contributions to the annuity and pension funds on behalf of each employee. The new daily rate represents an increase in all jurisdictions and as much as \$33 per employee, per day for television productions in the non-Maryland areas, an increase of up to 23%.

- i. That daily contribution amount will be \$136 to health, \$20 to annuity and \$19 to pension.
- b. An additional \$15 per person per day in year two to the then daily contribution rates;
- c. And an additional \$15 per person per day in year three to the then daily contribution rates.

3. Other Working Condition and Economic Improvements:

*Overtime*

- a. Triple time shall be paid after fifteen (15) hours elapsed in a workday.
- b. Double time shall be paid after twelve (12) hours worked on all productions.

*Rest Period*

- c. A minimum of one-half hour of additional double time shall be paid for the initial invasion of the daily and weekend rest periods. If the invasion of the rest period is longer than one-half hour, the double time invasion will be paid in one-tenth hour increments.
- d. After fourteen (14) consecutive days worked, either an employee will receive a minimum of one day off or on the fifteenth (15<sup>th</sup>) consecutive day they shall be paid an additional hour of straight time for all hours worked thereafter until a 32-hour rest period is provided.

*Holiday*

- e. Juneteenth shall be added as a holiday.

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***

*Other Benefits*

- f. Paid Sick Leave Improvements:
  - i. Effective January 1, 2025, the amount of sick leave that can be accrued increases from a maximum of forty-eight (48) hours or six (6) sick days to eighty (80) hours or ten (10) sick days.
  - ii. The sick leave bank increases from twenty-four (24) hours or three (3) days to forty (40) hours or five (5) days of sick leave per year.
  - iii. Employees will be able to access their sick leave much sooner; a worker can utilize their paid sick days after forty-five (45) days from the first day of employment for an individual employer instead of after ninety (90) days.
- g. Regularly employed employees will be eligible for up to three days of paid Bereavement Leave with job protections for the death of a family member.

*Local/Nearby/Distant Hires*

- h. Nearby Hires may request to be provided with a single occupancy hotel arrangement in lieu of the weekly living allowance.
- i. Nearby Hire Living Allowance will increase \$70 per week or an additional \$10 per day in each year of the Agreement. In year one, the daily amount will increase to \$101 per day or \$707 per week; beginning on August 3, 2025, it will be \$111 per day or \$777 per week, and on August 2, 2026, it will be \$121 per day or \$847 per week.
- j. For productions or seasons of a series which commence principal photography on or after January 1, 2025, only the contractually designated Production Centers will be applicable. No longer can an additional Production Center be established where a television series or pilot is based.
- k. Per Diem will increase \$2.50 for breakfast, \$5 per lunch and \$3 per dinner for a total of \$70.00 per day in year one, and on August 2, 2026, it shall increase another \$2 per breakfast, \$1 per lunch and \$2 per dinner for a total of \$75.00 per day.

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***

*Safety, Health & Specialized Work*

- l. Courtesy Housing or Roundtrip Ride Improvements:
  - i. The name and contact information for the individual responsible for coordinating rides and rooms must be included on call sheets.
  - ii. The Producer will reserve a room for the length of an employee's turnaround (rest period) or until call time, whichever is earlier.
  - iii. The Producer shall pay the full amount for the ride or room up front.
  - iv. The Producer will provide secure parking for employees' vehicles for the entire time and not just during the workday.
- m. Contract language will be added to address work in extreme heat and cold temperatures; in such situations, a safety plan must be created and communicated to all employees.
- n. New firearm safety language which details that the Property Master or a professional, skilled and properly licensed technician shall be responsible for firearms on set.
- o. A Safety Officer Pilot Program, which is modeled on California tax incentive legislation, will be established; from July 1, 2025 to June 30<sup>th</sup>, 2026, in Georgia, a dedicated, qualified Safety Officer will be present on the set of one feature length dramatic production per major studio. The safety officer will create a risk assessment for each production they oversee.
- p. Specialized payments will now be paid to those working in close proximity to someone who has negotiated a specialized pay adjustment, if that person is exposed to the same hazard with the same degree of risk.
- q. Employer will provide each employee with \$250,000 accidental death and dismemberment insurance for each day an employee receives a Specialized Pay adjustment.
- r. A Bulletin will be sent to productions for Employers to provide clean, and an adequate number of, restrooms for employees. Also, productions will make reasonable efforts to provide a gender-neutral restroom. Employers

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***

will make best efforts to provide menstrual products for employees, at no cost to employees.

- s. A Bulletin will be sent to productions for Employers to endeavor to provide appropriate heating and cooling options when possible for on and off-production locations.

#### *Prep Time*

- t. Script Supervisors will now receive at least one (1) week of mandatory paid preparation time before start of principal photography of a theatrical feature, and at least one (1) day of paid preparation time when assigned to the main shooting unit of the first episode of the season of a television series.
- u. Make-Up Artists and Hair Stylists will be given at least eighteen (18) minutes of preparation time each workday. A bulletin regarding suitable work accommodations for these classifications will be distributed to production.

#### *Job Security*

- v. The Employer must notify the Union in advance if it intends to subcontract any work under this Agreement.
- w. Prior to hiring employees represented by the Local, Employers must request a list of members from the Local.

#### *Other Working Condition Improvements*

- x. Production must issue a call time to 'on production' crew for the next day's work within one (1) hour after general crew wrap, except for in exigent circumstances.
- y. Start package must be provided to a new employee no later than the end of the first day of employment. An employee may request the forms as a hard copy.
- z. The cost of a Set Teacher's background check is the responsibility of the Employer.
- aa. Employers will instruct the payroll companies to include the "Payroll Deduction Consent Form" provided by the Local.

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***

- bb. Paper checks will be made available to an employee when requested. These checks can be sent to an address or production office (as designated by the employee) by express mail no later than the Friday following the end of each workweek.

*Appendix A – Job Title Changes*

- cc. The classification “Seamstress/Tailor/Stitcher/Sewer” will be changed to “Tailor/Stitcher/Sewer”.
- dd. The classifications “Key Wardrobe/Lead Set Wardrobe” will be changed to “Key Costumer/Lead Set Costumer” and all references to “Wardrobe” will be changed to “Costumes”.
- ee. The classifications “Gaffer” will be changed to “Chief Lighting Technician” and “Best Boy” will be changed to “Assistant Chief Lighting Technician”
- ff. The classification “Best Boy Grip” will be changed to “2<sup>nd</sup> Company Grip”.
- gg. The classification “Cable Utility Person” will be changed to “Utility Person/Second Assistant Sound”.
- hh. The classification of “Graphic Artist” will be moved into the Art Department in wage Appendix A.

4. Diversity, Equity and Inclusion

- a. The non-discrimination language has been expanded and strengthened to provide protections for a broader group of people.
- b. Gender neutral pronouns shall be used throughout the contract.

5. Television (Network, Basic Cable, and Pay TV) and Streaming Sideletter Changes:

- a. Streaming improvements:
  - i. Advertising-based Video On Demand (AVOD) and Free Ad Supported Television (FAST) now have the same wages, terms and conditions as subscription video on demand (SVOD) productions. Previously, terms and conditions for these projects were “as negotiated”.

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***

ii. All High Budget streaming SVOD, AVOD and FAST episodic series will be treated comparable to linear television productions regardless of budget tier or subscriber count and with no delayed 2<sup>nd</sup> season, All Other television wage rates or unworked holiday pay beyond the 1<sup>st</sup> season.

- b. For Basic Cable series, All Other television rates will now begin in season three, instead of season four.
- c. For Basic Cable series unworked holiday pay will be at 50% in season 2 (instead of 0%) and at 100% in season three and beyond (instead of beginning in season 4).
- d. Sideletters eliminated wherever possible, with any modifications to wages, terms and conditions moved into the body of the Agreement for ease of use in determining the minimum wages and working conditions for any given project.

6. Artificial Intelligence:

- a. When an Employer assigns the use of AI Systems to an employee, that work is covered by the Agreement.
- b. Established clear and comprehensive definitions for A.I. technology (“AI Systems”).
- c. If an Employee uses their own AI System, the Employer and employee shall negotiate a kit rental fee.
- d. A committee will be formed to develop work training programs that can provide skills training in the use of A.I. systems.
- e. An employee shall not be required to provide prompts in any manner that results in the displacement of any covered employee.
- f. An employee may request a consultation with the Employer regarding the use of AI Systems and an Employer can reject the use of AI Systems in an employee’s work.
- g. Establishment of quarterly meetings between Union and individual companies and bi-annual joint industry wide meetings when requested by the Union to address issues in a timely matter throughout the term of the Contract.

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***

- h. The Employer will indemnify employees from liability due to the use of AI Systems in the employee's job duties except in cases of gross negligence or willful misconduct.
  - i. Any request to scan an employee must be clear and conspicuous through a separately signed statement or writing. An employee's consent to scanning cannot be made a condition of employment. Any document seeking employee consent must state that signing is not a condition of employment. Employers must provide consent forms to the Union in advance of presenting them to employees. Language will be added to the Agreements that addresses the requirement of the Employer to negotiate with the Union over any impact the use of AI Systems may have upon employees.
- 7. The term of the Agreement will be from August 1, 2024 - July 31, 2027.

***\* This is a summary only and is not contract language. The executed Memorandum of Agreement is the final contract document.***