

SUMMARY OF AREA STANDARDS AGREEMENT NEGOTIATIONS 2021\*

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

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

1. Wage and Overtime Improvements (see paragraph 6 for Additional Streaming Gains):
  - a. Wage minimums will increase 3% in each year of the Agreement, retroactive to August 1, 2021, contingent on ratification of the Agreement. The increases shall compound.
  - b. Assistant Production Office Coordinator and Art Department Coordinator television wages shall increase to \$23.50 in year one, retroactive to August 1, 2021, contingent on ratification of the Agreement; \$24.50 in year two, and \$26.00 in year three.
  - c. Ninety days after ratification: double time paid after 12 hours worked on pilots, one-time television motion pictures (other than a long-form television motion picture), and episodic productions (excludes pilot and first season made for basic cable or the CW, and low budget and mid-budget SVOD streaming series) for local and nearby hires.
  
2. National Benefit Plans:
  - a. Employers will pay an additional \$6 per person per day in year one, retroactive to August 1, 2021, contingent on ratification, and;
  - b. An additional \$6 per person per day in year two;
  - c. And an additional \$7 per person per day in year three.
  - d. The Union, at its request, and Employers may agree to allocate a portion of benefit contributions from the National Health & Welfare Fund to the National Pension Fund in years two and three.
  
3. Turnaround Improvements:
  - a. For Local and Nearby hires, both on- and off-set employees (exempting those set forth in sub-paragraph iv. below):
    - i. 10 hours minimum turnaround provided for all productions, including pilots and first year of a series.

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

- ii. The penalty for invasion of the expanded rest period will be additional straight time earnings.
  - iii. These new rest period improvements will go into effect 90 days after ratification.
  - iv. The daily turnaround provisions do not apply to on-call employees.
- b. For hourly and weekly on- and off-set employees (exempting those set forth in sub-paragraph iv. below):
- i. For a five-day workweek, weekend rest shall be 54 hours.
  - ii. For a six-day workweek, or when the sixth day worked is on the seventh day of the workweek, weekend rest shall be 32 hours.
  - iii. The penalty for invasion of the expanded rest period will be additional straight time earnings.
  - iv. The weekend turnaround does not apply to on-call employees.
  - v. There are three scenarios where the rest on a five-day workweek can be reduced to 50 hours as long as the fifth day of the workweek is 12 hrs. worked or less, and either:
    - a. Exterior night shooting as called for in the script, and is scheduled for the fifth day of the workweek;
    - b. Work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or
    - c. Work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the work shift.
  - vi. 50-hour weekend turnaround may only be used:
    - a. No more than one time every 6 weeks on episodic series and mini-series.
    - b. Once on a one-time motion picture 66-85 min. in length.
    - c. Twice on a theatrical motion picture or a one-time motion picture 85 minutes or more in length.
- c. The 32 hour six-day workweek rest provision cannot be reduced without penalty.
4. Meal Penalty Improvements:

- a. For the fifth and each succeeding one-half hour meal delay per day, the penalty shall increase to \$25.00.
- b. After 20 meal penalties in a workweek, employees will be paid one hour of pay at prevailing rate for each one-half hour delay. This is inclusive of overtime and thus could be up to six times a person's base rate per hour of delay.
- c. In addition to monetary disincentives against abuses, there will be contractual meetings no later than January 31, 2022 and Employer publication(s) within 30 days of ratification, addressing the importance of meal breaks.

5. Other Working Condition and Economic Improvements:

- a. Beginning July 31, 2022, the IRS rate shall be paid when an employee is required to utilize their vehicle during a workday to travel to a production location outside the production zone, or travel between multiple locations during the workday (unless a "car allowance" has been negotiated, per applicable law).
- b. Per Diem will increase \$2 per meal for a total of \$6 per day, effective the week following ratification.
- c. The Weekly Living Allowance will be increased by \$5 per day in each year of the Agreement, for a total of \$15 by year three, which is a 20% overall increase.
- d. So that the Union can properly enforce the contract in a timely manner, Employers shall endeavor in good faith to provide all requested payroll records to the Union within 30 business days of the request.
- e. Nationwide Paid Sick Leave will apply as of February 1, 2022.
  - a. One hour of paid sick leave is accrued for every thirty hours worked for an Employer, up to a maximum of forty-eight hours or six days.
  - b. To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty days within a one-year period. This is measured by either a calendar year or an employee's anniversary date.
  - c. Sick leave may be used in a minimum of four-hour increments and the employee may use accrued sick leave after being employed by the Employer for ninety days (worked or guaranteed).
  - d. Sick leave may be taken for health reasons involving the employee or the employee's child, parent, or spouse. Sick leave may also be taken by an employee who is a victim of domestic violence, sexual assault, or stalking.

6. Streaming Improvements:

- a. Delete the outdated historical and bargaining history paragraphs from the Preamble to the Productions Made for New Media Sideletter.
- b. For Mid-Budget SVOD productions, wages shall increase by a minimum of 3% upon moving to one-period back of the “Pilot, Long Form and First Year of One-Hour Episodic Series” (previously was a two-year lag).
- c. The following streaming improvements will go into effect for SVOD productions, except for Las Vegas, NV and Hawaii (see subparagraph d. below), that begin principal photography of the program (for a one-time program), or first episode or part after August 1, 2022 that do not have a license agreement in place prior to that date. For Washington D.C., when reference is made to “All Other TV” rates, the “TV” rates apply:

- a. For dramatic productions, the New Media Sideletter will be modified as follows to provide wages, terms and conditions for those members who work on “low-budget productions” made for Initial Exhibition on a Subscription Video-On-Demand (SVOD) Consumer Pay Platform. The rates and conditions on these Low-Budget streaming productions previously had to be negotiated. Now, there will be minimum rates and conditions for all dramatic productions:

Low-Budget Tier:

- 20-35 min. less than \$900,000
- 36-65 min. less than \$1,750,000
- 66 min. + less than \$2,100,000

Low-Budget Tier terms and conditions:

- Staffing requirements as per the existing provisions for sub-high budget SVOD new media productions.
- Wages shall be per the “Pilot, Long Form and First Year of One-Hour Episodic Series” with rates paid two-periods prior under the “Pilot, Long Form and First Year of One-Hour Episodic Series rates.

- b. Made for more than 20 million subscribers (currently Netflix, Hulu, HBO Max, Disney+ and Amazon Prime Video):
  - i. One-half hour and one-hour High Budget Tier 2 productions will increase to the “All Other TV” rates in year three (prior to these improvements, the rates did not increase until year four). Unworked holiday pay will increase to 50% in year two and 100% in year three (which advances by one year the holiday pay under

the “Pilot, Long Form and First Year of One-Hour Episodic Series Sideletter).

- ii. Long-form productions 85-95 minutes (that are not pilots) with a budget of \$20 million or more will improve to the “All Other TV Rates”. These productions will no longer use the “Pilot, Long Form and First Year of One-Hour Episodic Series” rates.
  - iii. Long-form productions 96 minutes or more in length (that are not pilots), budgeted between \$20-32 million will improve to the “All Other TV” rates. These productions will no longer use the “Pilot, Long Form and First Year of One-Hour Episodic Series” rates.
- c. Made for fewer than 20 million subscribers:
- i. High Budget one-half hour Tier 2 series with budgets of \$4 million or more per episode shall see rates increase to “All Other TV” in year three (instead of year four) and unworked holiday pay will increase to 50% in year two and 100% in year three (which advances by one year the holiday pay).
  - ii. High Budget One-hour Tier 2 shall see increases:
    - 1. \$8 million or more per episode shall pay “All Other TV” rates and 100% unworked holiday pay beginning in year two (instead of year four).
    - 2. \$3.8- \$8 million per episode shall pay “All Other TV” rates beginning in year three (instead of year four) and increase unworked holiday pay to 50% in year two and 100% in year three.
  - iii. Long-form productions 85-95 minutes (that are not pilots) with a budget of \$20 million or more will be “All Other TV Rates”. These productions will no longer use the “Pilot, Long Form and First Year of One-Hour Episodic Series” rates.
  - iv. Long-form productions 96 minutes or more in length (that are not pilots), with a budget of \$20 million or more be “All Other TV Rates”. These productions will no longer use the “Pilot, Long Form and First Year of One-Hour Episodic Series” rates.
- d. For Las Vegas, NV and Hawaii, the following streaming improvements will go into effect for dramatic live-action SVOD productions that begin principal photography of the first program (for a one-time program), or episode or part after August 1, 2022 that do not have a license agreement in place prior to that date:

- a. The New Media Sideletter will be modified as follows to provide wages, terms and conditions for those who work on “low-budget productions”. The rates and conditions on these low-budget productions previously had to be negotiated. Now, there will be minimum rates and conditions for dramatic low-budget productions:

Low-Budget Tier:

- 20-35 min. less than \$900,000
- 36-65 min. less than \$1,750,000
- 66 min. + less than \$2,100,000

Low-Budget Tier terms and conditions:

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

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

- i. For one-half hour and one-hour High Budget Tier 2 productions beginning in the first season, wages will be two periods prior of the Basic Agreement rates. These productions will no longer use the Long-Form rates. This is an increase in contractual rates.
- ii. For one-half hour and one-hour High Budget Tier 2 mini-series wages will be two periods prior of the Basic Agreement rates. These productions will no longer use the Long-Form rates. This is an increase of contractual rates.
- iii. For long-form productions 85-95 minutes (that are not pilots) with a budget of \$20 million or more wages will be two periods prior of the Basic Agreement rates. These productions will no longer use the Long-Form rates.
- iv. Long-form productions 96 or more minutes in length (that are not pilots), budgeted between \$20-32 million, wages will be two periods prior of the Basic Agreement rates. These productions will no longer use the Long-Form rates. This is an increase in contractual rates.
- v. High Budget Mini-series 66 minutes or longer will no longer use the Long-Form rates.

1. \$9.5 million+ per part: These HB productions will now be paid based on one-year period back of the Basic Agreement rates. And, there are improved terms and conditions per the One-Hour Episodic Sideletter.
  2. \$6 - \$9.5 million per part: These HB productions will now be paid based on one-year period back of the Basic Agreement rates.
  3. \$4 – \$6 million per part: These HB productions will now be paid based on two-year period back of the Basic Agreement rates.
- c. Made for less than 20 million subscribers:
- i. One-half hour High Budget Tier 1 shall be paid pursuant to the Basic Agreement as set forth below. (They can no longer use the Long-Form rates):
    1. \$4 million or more per episode shall use the One-Hour Sideletter for wages, terms and conditions. Post-production will have a one-year period back of the Basic Agreement rates for the first two seasons.
    2. \$2.1- \$4 million per episode: two-year period back of the Basic Agreement rates beginning in season one.
  - ii. One-half hour High Budget Tier 2 shall be paid pursuant to the Basic Agreement as set forth below. (They can no longer use the Long-Form rates). Wages will be a two-year period back of the Basic Agreement rates beginning in season one.
  - iii. One-hour High Budget Tier 1 shall no longer use the Long-Form rates:
    1. \$8 million or more per episode shall use the One-Hour Sideletter for wages, terms and conditions. Post-production rates will be paid one-year period back of the Basic Agreement rates for the first two seasons.
    2. \$3.8- \$8 million per episode: two-year period back of the Basic Agreement rates for season one.
  - iv. One- hour High Budget Tier 2 will be paid two-year period back of the Basic Agreement rates beginning in season one. (These productions can no longer use the Long-Form rates.)

- v. High Budget mini-series less than 66 minutes per part will be paid under the Basic Agreement as set forth below. (They can no longer use the Long-Form rates):
  - 1. \$8 million+ per part: Wages are -one period back of the Basic Agreement rates. And, there are improved terms and conditions per the One-Hour Episodic Sideletter.
  - 2. Less than \$8 million per part: Two-periods back of the Basic Agreement rates.
- vi. High Budget mini-series 66 minutes or longer, with budgets of \$6 million or more per part, will no longer use the Long-Form rates:
  - 1. \$9.5 million+ per part: One-Hour Episodic Sideletter wages, and terms and conditions per the One-Hour Episodic Sideletter.
  - 2. \$6 - \$9.5 million per part: Wages paid two-periods back of the Basic Agreement rates.
- vii. Long-form productions 85 minutes or longer (that are not pilots) with a budget \$20 million or more will be paid two periods back of the Basic Agreement rates. (They can no longer use the Long-Form rates.)

7. Diversity, Equity and Inclusion Initiatives:

- a. Martin Luther King Jr. Day shall be added as a new holiday.
- b. The Joint Diversity and Inclusion Task Force shall meet to discuss a Local-by-Local approach to improving diversity, equity, and inclusion. The Union and AMPTP will develop and oversee ongoing program(s) for under-represented groups or underserved communities to receive on-the-job training as interns.
- c. Interns will not displace any crew member and will be an additional member of the department.
- d. The parties will create a joint mentorship program within the Local Unions to foster connections between mentors and individuals from un-represented groups or underserved communities.
- e. The Producers and the Union encourage employees and members to voluntarily self-identify their personal characteristics to expand access and opportunities and track the success of efforts to diversify. Diversity statistics will be shared with the AMPTP.

8. The “Weather Permitting Calls and Cancellations” provision now lists extreme heat, extreme cold, extreme wind, fire hazard and smoke conditions as qualifying weather conditions.
9. A four-hour minimum call shall apply when an employee does not work and reports for training. A weekly ‘on call’ employee shall be paid one-tenth of the weekly “on call” rate.
10. The term of the Agreement shall be from August 1, 2021-July 31, 2024.