

## **ARTICLE 1. SCOPE/JURISDICTION/AND CLASSIFICATIONS**

### **A. Scope**

(1) This Agreement applies and is limited in its application to Art Directors, Assistant Art Directors, Scenic Designers, Charge Scenic Artists, Journeyperson Scenic Artists, Costume Designers, Assistant Costume Designers, Shoppers and Art Department Coordinators (hereinafter collectively called “Employees”), employed or engaged by a Producer to work on theatrical motion pictures and filmed programs made for free television (collectively “covered productions”) within the geographic jurisdiction set forth in subparagraph B. below. The terms and conditions of employment for Employees on any type of production by the Producer within the geographic jurisdiction set forth in subparagraph B. below, other than those covered by the preceding sentence, shall be as mutually agreed upon between the Producer and the Union, but in no event less than the terms and conditions generally applicable to such types of production within the industry; and

(2) During the 2021 negotiations, the parties agreed to include Costume Department Coordinators in this Agreement to the extent provided in Article 30, which includes the applicable provisions concerning Scope and Geographical Jurisdiction for Costume Department Coordinators.

## **B. Geographical Jurisdiction**

The application of this entire collective bargaining agreement shall be specifically limited to covered productions which take place within the five (5) boroughs of the City of New York, Nassau County, and that area in the State of New Jersey known as the Meadowlands. All references in this Agreement to locations, sets, studios or any other location of the Producer shall be deemed to encompass only those locations, sets and studios within the foregoing geographical jurisdiction.

The Producer has the option of engaging an employee or employees to work outside the geographic jurisdiction, in which event the terms and conditions for such employment shall be subject to the mutual agreement of the Producer and the Union, except that the terms and conditions governing out-of-town locations already contained in this Agreement shall apply and except that work at a location within a thirty (30) mile radius of Columbus Circle (other than Sandy Hook, New Jersey) shall be treated as a “report-to” location.

## **C. Description of Employee Classifications**

(1) The ART DIRECTOR (alternatively entitled PRODUCTION DESIGNER) may execute and be responsible for the production of all illustrations, continuity sketches, perspectives, scenery and set designs, scale models for such scenery, sets and props, designation of surface coloration and texture, drafting of all plans and elevations and shall give approval on sets (defined as any locale for story developments) and properties, the dressing of sets and scenery, finding and recommending, for the consideration of the Director and the approval of the Producer, locations which are visually suitable for the production.

(2) The ASSISTANT ART DIRECTOR, if engaged, must meet with the approval of the ART DIRECTOR and assist as necessary in the work outlined in subparagraph C.(1) above. The ASSISTANT ART DIRECTOR should work under the supervision of the ART DIRECTOR with the approval of the Director.

(3) The COSTUME DESIGNER is responsible for: (a) the complete costume breakdown as specified by the finished scene numbered script; (b) the production of all costume designs, color sketches or outline sketches with color samples attached, including drawings or necessary descriptions of detail and its application; (c) all selection from existing costumes, whether purchased, promoted, rented or chosen from a performer's personal wardrobe; (d) the supervision of all necessary fittings and alterations of the costumes and the selection of all necessary fabrics and trims; (e) the design or selection of all costumes accessories; and (f) the painting and aging in the studio or on the set (but not in a costumes supply house) of costumes and costume accessories. He or she may, if necessary, shop for period costumes and costume accessories. However, nothing contained in this paragraph is intended to change past practices.

(4) The ASSISTANT COSTUME DESIGNER, if engaged, must meet with the approval of the COSTUME DESIGNER and assist in the work outlined in subparagraph C.(3) above.

(5) The CHARGE SCENIC ARTIST shall be engaged with the approval of the ART DIRECTOR, and shall be responsible to the ART DIRECTOR for the accomplishment of work which includes, but is not limited to, the following: (a) the preparation, painting and/or coloration of all textures, plastering, appliquéing on scenery, sets and properties, as necessary; (b) the application of all decorative wall or surface coverings applied by any means; (c) all lettering and sign work, sculpturing, modeling, mold-making, casting, portraits or special art work (including paintings and murals); (d) miniature sets and/or models and properties; and (e) the painting and aging in the studio or on the set (but not in a costume supply house) of costumes and costume accessories as specified by the COSTUME DESIGNER.

Notwithstanding anything contained above, the Producer shall be permitted to purchase, rent, receive for free, or receive for a promotional consideration any item which is available to the general public, or any existing item which has been created for promotional considerations, or any item previously constructed or created for the Producer for purposes unrelated to the motion picture, or any item previously constructed or made for another person or corporation for purposes unrelated to the motion picture. The word "item," as used herein, refers to all of the matters set forth in subparagraph C.(5)(a) through (e) above. Nothing contained in this subparagraph C.(5) is intended to change past practice.

(6) JOURNEYPERSON SCENIC ARTISTS, if engaged, must meet with the approval of the CHARGE SCENIC ARTIST as necessary to assist in the work outlined in subparagraph C.(5) above.

(7) The SHOPPERSON, if engaged, may have the following duties: (a) make and maintain tools, *i.e.*, drawing sticks, pounce bags, snaplines, floggers, etc.; (b) maintain inventory of all paints, dyes, binders, solvents and supplies, and notify the CHARGE SCENIC ARTIST or Shop Purchasing Agent of any immediate shortages; (c) clean and maintain all brushes and pails used by the SCENIC ARTIST; (d) prepare glues, sizes, anilines and textural solutions used by the ARTIST; (e) stand by to assist the SCENIC ARTIST in such areas as bringing equipment to work areas, snapping lines, taping and laying paper, moving scenery, laying out and folding up of drops and in any other way that he or she may be called upon to assist with the exception of any actual drawing, painting or application of scenic materials; (f) maintain the cleanliness of work areas; and (g) run any errand which pertains to the work of the SCENIC ARTIST and is required by the CHARGE SCENIC ARTIST.

The SHOPPERSON is not a mandatory part of the crew; the SHOPPERSON's functions may continue to be performed by a SCENIC ARTIST and the SHOPPERSON's employment will be at the sole discretion of the Producer.

(8) The ART DEPARTMENT COORDINATOR is an individual who reports directly to the Production Designer or Art Director and who either: (1) creatively assists the Production Designer or Art Director in executing his/her responsibilities; or (2) coordinates the Art Department Office. This category does not include general office personnel or production assistants who may be assigned to the Art Department.

It is understood that staffing of ART DEPARTMENT COORDINATORS is not mandated by this Agreement.

Terms and conditions of employment for ART DEPARTMENT COORDINATORS are exclusively set forth in Article 23.