

## **20. Meal Periods and Meals**

Meal period provisions below apply to both “On Production” and “Off Production” employees.

(a) Meal periods shall be not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour in length. Not more than one (1) meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half ( $1\frac{1}{2}$ ) hours. This guarantee does not apply when such meal is supplied at the Producer’s expense.

(b) The employee’s first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. A twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted by subparagraph (c) below. An employee’s first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (d) below.

The Producers and the IATSE agree that they will work with the DGA and/or production executives in an effort to ensure that employees are provided the opportunity to take contractually-prescribed meal breaks. A meeting of representatives of the AMPTP, IATSE and DGA to discuss the provision of meal breaks to employees covered by the Basic Agreement in a timely manner shall take place as soon as practicable but in no event later than January 31, 2022.

Upon the Local Union filing a claim that the Producer has violated the foregoing, it shall immediately notify the designated representative of the Producer. The Local Union and such representative of the Producer shall meet or confer in an attempt to resolve the dispute. In the event that no resolution is reached during such meeting or

conference, the Local Union or the Producer may, within three (3) business days, request a hearing before a Special Committee consisting of three (3) representatives designated by the AMPTP and three (3) representatives designated by the IATSE.

The Special Committee shall investigate the facts of the case and mediate the dispute. In the event that the Special Committee is unable, through mediation, to achieve a resolution satisfactory to all parties, then the Local Union may proceed to arbitration.

In addition, Producers agree that the IATSE may request meetings on a Producer-by-Producer basis to discuss recurring issues with the provision of meal breaks to employees covered by the Basic Agreement.

(c) The meal interval may be extended one-half ( $\frac{1}{2}$ ) hour without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic. In the case of Gang Bosses and/or other “Off Production” employees who normally overlap shifts, the meal interval will be extended not to exceed one-half ( $\frac{1}{2}$ ) hour without penalty.

(d) If any member of the company after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (30 minutes) from work time, then the first meal may be six (6) hours after such breakfast, except that when such breakfast is given within one (1) hour of the general crew call (either before or after), the first meal for such employee shall be due at the same time as a meal is due for the general crew. The parties hereby confirm that the reference to “a reasonable hot breakfast” means a meal appropriate to the time of day.

(e) When an “On Production” employee is away from home studio, Producer will supply meals (except when work is at another studio which has adequate meal facilities).

(f) When an “Off Production” employee on a nearby location is required to work where convenient meal facilities are lacking, the Producer will furnish meals unless employee is notified the night before reporting for work that he is to work where such facilities are lacking. However, in no event shall such employee be required to furnish more than one meal per day.

(g) When the Producer furnishes meals to a shooting unit off any lot, and an “Off Production” crew is working on the same site at the

same time for the same unit, the Producer will likewise furnish meals to the “Off Production” crew.

(h) The grip crew shall be notified that a second meal is to be added to the day’s schedule when the caterer is so notified. There shall be no penalty for failure to give such notice.

(i) (1) (i) Prior to November 21, 2021, except as provided in subparagraph (ii) below, meal penalty for delayed meals shall be computed as follows:

First one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof .....\$ 7.50

Second one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof.....\$10.00

Third and each succeeding one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof ....\$12.50

(ii) Meal penalty for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

First one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof .....\$ 8.50

Second one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof.....\$11.00

Third and each succeeding one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof .....\$13.50

(2) (i) Effective November 21, 2021, except as provided in subparagraph (ii) below, meal penalty for delayed meals shall be computed as follows:

First one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof .....\$ 7.50

Second one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof.....\$10.00

Third and fourth one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof .....\$12.50

Fifth and each succeeding one-half (1/2) hour meal delay or fraction thereof .....\$25.00

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (1/2) hour of meal delay or fraction thereof.

(ii) The meal penalty for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

First one-half (1/2) hour meal delay or fraction thereof .....\$ 8.50

Second one-half (1/2) hour meal delay or fraction thereof .....\$11.00

Third and fourth one-half (1/2) hour meal delay or fraction thereof .....\$13.50

Fifth and each succeeding one-half (1/2) hour meal delay or fraction thereof .....\$25.00

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (1/2) hour of meal delay or fraction thereof.

Such allowances shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(j) As an alternative to the foregoing provisions of this Paragraph as they relate to “on production” employees, the Producer, at its option, may institute “French hours” on a daily basis for “on production” employees, with the approval of a majority of the IATSE-represented crew. An employee’s consent to the use of a “French hours” meal system shall not be a condition of employment.