

#### **45. Meal Periods on Distant Location**

(a) Meal periods (not counted as time worked) shall be not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour. The first meal period after reporting for work shall be called not later than six (6) hours after reporting for work, and subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period, except the interval prior to the last meal period of the day may be extended to six and one-half ( $6\frac{1}{2}$ ) hours without penalty, provided the employee performs no work on the shooting site after such meal. The interval may also be extended one-half ( $\frac{1}{2}$ ) hour 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 addition, 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 above.

Upon the Local Union filing a claim that the Producer has violated the foregoing twelve (12) minute grace period, 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.

(b) If an employee works less than nine and one-half (9½) hours on a shift, only one meal is to be deducted. If he works nine and one-half (9½) hours or more, more than one meal period may be deducted.

(c) (1) Prior to November 21, 2021, meal penalty for delayed meals shall be computed as follows:

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|---|---------|
| First one-half (½) hour meal delay or fraction thereof.....                     | \$ 7.50 |
| Second one-half (½) hour meal delay or fraction thereof.....                    | \$10.00 |
| Third and each succeeding one-half (½) hour meal delay or fraction thereof..... | \$12.50 |

(2) Effective November 21, 2021, meal penalty for delayed meals shall be computed as follows:

|  |         |
|--|---------|
| First one-half (½) hour meal delay or fraction thereof.....  | \$ 7.50 |
| Second one-half (½) hour meal delay or fraction thereof..... | \$10.00 |

Third and fourth one-half (½) hour meal  
delay or fraction thereof.....\$12.50

Fifth and each succeeding one-half (½) 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 (½) hour of meal delay or fraction thereof.

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

(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) 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.