

ARTICLE 15. HEALTH, SAFETY, SANITARY CONDITIONS, INSURANCE AND LOCKERS

A. The Producer shall provide a safe and sanitary place for the clothing of the employees and sanitary lavatory facilities at all shops, studios and locations.

B. It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on the Producer to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no Producer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every Producer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his/her own actions and conduct; no person (Producer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including his/herself, in such employment or place of employment.

C. Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees.

D. The Union may designate either the shop steward or another Union representative as a safety representative who shall have the right to meet upon request at reasonable times, including in advance of the start of production, with the Production Manager for a covered production in order to discuss questions of health and safety.

E. The Producer agrees to provide coverage for employees covered hereunder under the Producer's existing AD&D policy. Such coverage will include a minimum of \$100,000 for the maximum incident.

F. In the event of a complaint or concern about an unsafe condition, Local USA 829 representatives can contact the Labor Relations office of the Producer to ensure that prompt investigation and appropriate action will be taken if the Producer finds that an unsafe condition exists.

G. At the start of every production, the Labor Relations Department will send a bulletin to the Production Department reminding it of health and safety obligations. A copy of the bulletin will be provided to the Union, which shall provide as follows:

“The Producers reaffirm their commitment to regularly inspect the studio working areas and to establish preventive maintenance procedures to assure safe working conditions.

“Complaints of unsafe conditions will be promptly investigated by the Producer and appropriate action will be taken if the Producer finds that an unsafe condition does exist.

“Each Producer will designate an individual as the responsible safety officer for its respective studio, facility, location or work site. Each Producer will have a well-publicized ‘hot-line’ phone

number which employees can anonymously call to alert management to any existing safety problems which may require correction.

“Communication regarding safety policy will be made available to all affected employees.”

H. Either the Production Department or the Labor Relations Department will advise the crew of the appropriate person to contact regarding health and safety matters. Call sheets shall identify the name and phone number of the Producer’s safety contact, which may be an individual or a department, as well as the phone number for the Producer’s safety hotline. For departments that do not receive call sheets, the preceding information will be posted on bulletin boards at the shop, studios and locations.

I. Either the Production Department or the Labor Relations Department will provide to the Union the name and contact information for the Producer’s Safety Representative (which may be an individual or a department).

J. When the Producer engages an environmental consultant to examine a location in the New York metropolitan area where employees employed under this Agreement will be working, the Producer will provide the Union with a summary report prepared by the environmental consultant of the inspection and abatements (if any), showing the location examined, the date, the materials sampled and the results compared to regulatory guidelines. The Union agrees to keep all such reports confidential except as permitted by law and except that the Union may share a copy of such report with another IATSE New York Motion Picture Local, provided that such Local agrees to keep such report confidential.

Inadvertent failure to provide any such report to the Union shall not be considered a breach of the Agreement.

K. Labor Relations or Safety Representatives will remain available to discuss with Local USA 829 any particular health and safety concerns regarding their Company.