

III. STUDIO ZONE AND SECONDARY STUDIO ZONE DEFINITIONS AND WORKING CONDITIONS

21. Studio Zone

(a) Studio Zone Defined

The studio zone shall be the area within a circle thirty (30) miles in radius from Beverly Boulevard and La Cienega Boulevard, Los Angeles, California and includes Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fair Grounds). The Metro- Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the studio zone. (See Exhibit "Z" attached.)

(b) Work Time

Studio rates and working conditions shall prevail for all work performed within the studio zone. However, for newly-called employees and those employees notified on the previous day prior to their departure from the studio (or the zone location) to report at the zone location, work time shall begin and end at the zone location; otherwise, work time shall begin and end at the studio. Such work time includes travel time both ways between the studio and the zone location.

(c) Transportation Within the Studio Zone

Except as is otherwise provided herein, with respect to work at any studio zone location, Producer shall either furnish transportation to the employee or, at its option, may require employee to report at such location, in which case it will allow mileage of thirty cents (30¢) per mile computed between the studio and zone location and return. This allowance shall be paid on the employee's pay check that covers the payroll week in which the mileage was incurred. Employee shall not be requested to transport other employees or equipment (other than trade tools). The studio shall have the right to require the employee to report (subject to the same mileage allowance between the studio and the pick-up point), at a pick-up point within the studio zone for subsequent

transportation furnished by the studio from such pick-up point to nearby location and return to the pick-up point. Work at another studio is not a "zone location." The IATSE will not unreasonably deny a request for waiver of the mileage allowance for employees who report to a "zone location" which is a regular place of employment for a production. As to theatrical motion pictures only, the Producer shall not be required to pay a mileage allowance to any employee reporting to a "zone location" within Los Angeles County which is within a ten (10) mile radius from a point to be designated by the Producer. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. Secured parking will be provided at such location as hereinafter required in this provision.

(d) Reporting Within the Zone

As to an employee reporting to a designated site within the studio zone:

(1) If there are any moves required in the studio zone from one location to another, the employees will be transported to and from such other location.

(2) Golden Hours - When this provision applies, if an employee reports for work outside a studio and within the studio zone, the Golden Hour pay rates will commence after twelve (12) elapsed hours, except that on television productions, "Golden Hour" pay rates for "on production" employees shall commence after twelve (12) hours worked as provided in Paragraph 11(a)(3).

(e) Courtesy Housing

Upon request of an employee who is required to work in excess of fourteen (14) hours in the Los Angeles studio zone and who advises the Producer that he/she is too tired to drive home safely, Producer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Producer's expense. The Producer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Producer-provided transportation.

(f) Parking Facilities

When an employee reports for work within the studio zone other than at a studio to work inside or outside such zone, the Producer will pay for parking in a supervised public parking lot. If no such public

parking is available, the Producer will provide supervised or secured parking.

(g) Material Violations

If the Local Union claims that a material violation of Section III is occurring with respect to the employees covered by this Agreement, then:

(1) Such Local Union shall immediately notify the designated representative of Producer, the IATSE, the AMPTP and CSATF.

(2) Such Local Union and such representative of the Producer shall immediately settle the dispute or determine whether or not there is a material violation of this Section.

(3) In the event the Local Union and the Producer do not settle the dispute or make such a determination as above provided, then the IATSE, the AMPTP and CSATF must, within twenty-four (24) hours after receipt of such notice of the alleged material violation, determine whether or not there is such a material violation. Such a determination shall be final and binding upon the parties and the employees subject to this Agreement.

If it is so determined that there is such a material violation, this studio zone provision: (i) with respect to television films, shall be suspended in respect to production of the television episode involved; and (ii) with respect to a theatrical motion picture, shall be suspended in respect to production of the theatrical picture involved for a period of fifteen (15) calendar days following the determination that there is such a material violation. Provided, however, Producer shall not reschedule the shooting from the zone to the studio in order to avoid the application of this provision.

(4) Alleged violations of this studio zone provision shall not be subject to the Grievance and Arbitration Procedure of Article 7.