

**XXIX. Studio Zone, Secondary Studio Zone, New York Thirty (30) Mile Zone and Production Centers**

(a) Studio Zone

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.)

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 to include travel time both ways between the studio and the zone location.

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 to 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 locations as hereinafter required in this provision.

Reporting Within the Zone - As to an employee reporting to a designated site within the studio zone, if there are any moves required in the studio zone from one location to another, or to a nearby location, the employees will be transported to and from such other location.

Parking Facilities - When an employee reports for work within the studio zone other than at a studio, 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.

Courtesy Housing - Upon request of an employee who is required to work in excess of fourteen (14) hours in the studio zone and who advises the Producer that he or 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. 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.

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 will commence after twelve (12) hours worked.

Material Violations - If the Local Union involved claims that a material violation of this provision is occurring with respect to the employees covered by its Local collective bargaining agreement with Producer, then:

(1) Such Local shall immediately notify the designated representative of Producer, the IATSE, the AMPTP and Contract Services Administration Trust Fund ("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 provision.

(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 such Local Union collective bargaining agreement involved.

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 provided in the Local Agreements.

(b) Secondary Studio Zone

(1) The secondary studio zone shall be the area extending ten (10) miles from the perimeter of the studio zone and including John Wayne Airport and the City of Huntington Beach in its entirety. It does not include any of the areas that fall within the definition of the studio zone in subparagraph (a) above.

(2) When an employee is directed to report to a location within the secondary studio zone, the following shall apply:

(i) Producer shall notify employees not less than twenty-four (24) hours in advance that it intends to require employees to report to a location within the secondary studio zone. Such notification shall not constitute a work call.

(ii) Mileage shall be paid from the studio or production office to and from the location within the secondary studio zone. In addition, the Producer shall pay a \$4.50 per day allowance to each employee asked to report within the secondary studio zone.

(iii) Courtesy housing shall be offered to those employees who work in excess of twelve (12) hours in the secondary studio zone. In the alternative, the Producer may provide round trip transportation to home and return at the Producer's expense.

(iv) Rest periods shall be calculated from the perimeter of the thirty (30) mile studio zone. A designated representative of the Producer and a designated representative of the IATSE shall determine the amount of time needed to travel between the secondary studio zone location and the perimeter of the thirty (30) mile studio zone for purposes of calculating rest periods. In the event of a dispute, the matter shall be referred to a representative of the Union and to the Labor Relations representative of the Producer for resolution.

(v) Except as otherwise provided in this subparagraph (b), all of the other provisions applicable to an employee reporting within the studio zone shall apply.

(c) The IATSE agrees to continue to grant waivers on the same basis as it has in the past for locations that are outside the studio zone and the secondary studio zone, such as Lake Hughes, Elizabeth Lake and the Nikken Building in Irvine.

(d) Courtesy Housing and Transportation within New York  
Thirty (30) Mile Zone and Production Centers

Upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area or in a "Production Center" (as defined below) 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.<sup>22</sup> 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.

A "Production Center" means the area within a thirty (30) mile radius of City Hall in: Anchorage, Alaska; Phoenix, Arizona; Tuscon, Arizona; Sacramento, California; San Diego, California; Denver, Colorado; Fort Lauderdale, Florida; Miami, Florida; Orlando, Florida; Atlanta, Georgia; Honolulu, Hawaii; New Orleans, Louisiana; Shreveport, Louisiana; Baltimore, Maryland; Boston, Massachusetts; Detroit, Michigan; Minneapolis - St. Paul, Minnesota; St. Louis, Missouri; Las Vegas, Nevada; Albuquerque, New Mexico; Santa Fe, New Mexico; Charlotte, North Carolina; Wilmington, North Carolina; Cleveland, Ohio; Portland, Oregon; Pittsburgh, Pennsylvania; San Juan, Puerto Rico; Nashville, Tennessee; Austin, Texas; Dallas - Ft. Worth, Texas; Houston, Texas; San Antonio, Texas; Salt Lake City, Utah; Richmond, Virginia; Washington, D.C.; Seattle, Washington; and any other place where a television pilot or series is based.