ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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As of August 1, 2015 Renewed as of August 1, 2018

Matthew D. Loeb International President International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada 207 West 25th Street, 4th Floor New York, New York 10001

Re: <u>Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour</u> <u>Episodic Television Series (Other than Pilots or Series Made for Basic Cable)</u>

Dear Matt:

This will memorialize the agreement reached in the 2015 negotiations, and renewed in the 2018 negotiations, to apply the special conditions set forth herein to pre-production and production of the following dramatic television motion pictures (other than a pilot or series made for basic cable), which are committed to be produced in Los Angeles:

- (1) One-half hour and one-hour pilots; and
- (2) One-hour episodic television series, the production of which commences on or after August 1, 1993.

The special conditions applicable to such programs are:

- a. <u>Wages</u> For pilots and the first two (2) production seasons of any series, the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply (*e.g.*, during the period July 29, 2018 to August 3, 2019, the wage rates for the period July 30, 2017 to July 28, 2018 shall apply); thereafter, the wage rates in the Local Agreements shall apply.
- b. <u>Vacation</u> No vacation pay shall be payable for a pilot and the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Local Agreements; thereafter, the vacation provisions in the Local Agreements shall apply.

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- c. <u>Holidays Not Worked</u> No unworked holiday pay shall be payable for a pilot and the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Local Agreements; thereafter, the unworked holiday provisions in the Local Agreements shall apply.
- d. <u>Hobdays Worked</u> Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.
- e. <u>Overtime</u> Daily overtime for hours worked shall be paid at the rate of time-andone-half for each hour worked after eight (8) work hours, except as otherwise provided in a Local Agreement; golden hours, when applicable, shall be paid for each hour worked after twelve (12) work hours.
- f. <u>Transportation Allowance -</u> With respect to employees reporting to a "studio zone location," as described in the Basic Agreement and Local Agreements, Producer shall not be required to pay a transportation allowance to any employee who travels to any location in Los Angeles County within a ten (10) mile radius from a point to be determined by the Producer. Producer shall give prior notice to the IATSE of the point so designated. Such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a transportation allowance will be paid pursuant to the Basic Agreement and/or Local Agreements. Secured parking will be provided at such locations in accordance with the Basic Agreement and Local Agreements.
- g. <u>Interchange</u> Producer shall select employees with the applicable primary skill and "on production" IATSE personnel will be interchangeable in performing bargaining unit work within the IATSE crafts based upon the Videotape Agreement concept.

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely Carol A. Lombaralh

ACCEPTED AND AGREED

Matthew D. Loeb International President