#### ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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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 25<sup>th</sup> Street, 4<sup>th</sup> Floor
New York, New York 10001

Re: Special Conditions for Long-Form Television Motion Pictures (Including

Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No

Commitment for a Series Exists at the Time of the Pilot Order)

Dear Matt:

This will confirm the agreement reached by the ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, on behalf of the Producers listed in the 2018 Producer-I.A.T.S.E. Basic Agreement (hereinafter referred to individually as "the Producer") and INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO ("IATSE").

WHEREAS the Producer is a signatory party to the Producer-I.A.T.S.E. Basic Agreement of 2018 and the West Coast Studio Local Agreements; and

WHEREAS special conditions exist regarding productions of made-for-television long-form programs, and of long-form motion pictures made for the videocassette/DVD market which are budgeted at \$9,000,000 or less, as further described below, concerning whether such programs or motion pictures will be produced by the Producer; and

WHEREAS special conditions exist in order to preserve and maintain employment for IATSE members;

THEREFORE, it is agreed as follows:

1. This sideletter and its special conditions shall apply to those made-for-television long-form projects (movies-of-the-week, mini-series and two (2) hour pilots,

provided that no commitment for a series is attached to the pilot order\*), as well as to long-form motion pictures made for the videocassette/DVD market which are budgeted at \$9,000,000 or less, which are produced by the Producer in Los Angeles during the term of the 2018 IATSE Basic Agreement. Additionally, for made-for-home video productions budgeted at no more than \$12,000,000, Producer may elect to use the terms of the Low Budget Theatrical Agreement as provided in the Sideletter re Made-For-Home Video Productions.

- 2. All of the terms and conditions of the IATSE Basic Agreement of 2018 and the West Coast Studio Local Agreements shall apply, except as provided in the special conditions in this sideletter.
- 3. These special conditions shall not apply to any post-production work on the productions covered hereunder, and all post-production and lab work shall be performed in accordance with the IATSE Basic Agreement of 2018 and the West Coast Studio Local Agreements.
- 4. The roster provisions of the IATSE Basic Agreement and the West Coast Local Agreements are fully applicable; however, prospective employees are free to accept or refuse a call to work on any production covered hereunder and any refusal to accept a call will not count as a refusal under the roster provisions of Paragraph 68 of the applicable Local Agreements.
- 5. The special conditions applicable to the productions covered hereunder are:
  - (i) (A) Notwithstanding any wage rate changes made in the future in the Basic Agreement and the West Coast Local Agreements, wages are as listed on the attached "Made for Television Long-Form Agreement Rate Schedules."
    - (B) It is the good faith intention of Producer that an employee (other than an employee engaged as Local #44 "Construction Labor" or Local #729 "Set Painter") who works in a pay classification for which a weekly wage rate has not been specified in the applicable Local Agreement (e.g, Production Painter in Local #729, Grip in

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<sup>\*</sup> If there is a firm commitment for a series at the time the two (2) hour pilot is ordered, the Sideletter entitled "Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (other than Pilots or Series Made for Basic Cable)" shall apply.

Local #80, and Lamp Operator and Lighting Technician in Local #728) and who is employed and paid at the weekly wage rate is being engaged to perform the required work within the classification for all the time that particular work is needed on the project (e.g, Producer expects at the time of hiring to utilize a grip for all three (3) weeks on which grip work is needed during a four (4) week shoot). Otherwise, the applicable hourly or daily rate shall be paid for these classifications. This shall not be construed to be a run-of-the-show guarantee.

However, an employee in the "Construction Labor" and "Set Painter" craft and classifications on pre-production, for which the Local Agreement does not provide for a weekly salary, shall be hired only as a daily employee.

Any allegation of improper application of the above shall be promptly reviewed by representatives of the affected Local(s), the IATSE International Office and the Labor Relations Department of Producer before filing any grievances on the matter.

- (ii) Staffing will be fully interchangeable with the following crew:
  - Art Director (1)
  - Camera (4)
  - Set Construction as needed
  - Grip Operations (4)
  - Craft Services (1)
  - Production Painter as needed
  - First Aid as needed
  - Make-up and Hair Stylist

(1 each)

- Sound (1(106 of the Local #695 Agreement is applicable)
- Greensperson
- Electrical Operations (4)
- Special Effects as needed
- Set Dressing (3)
- Props(2)
- Wardrobe (2)
- Script Supervisor (1)
- Set Designer as needed
- (iii) Overtime will be paid at the rate of time and one-half after eight (8) hours worked, except that daily overtime for Script Supervisors shall be paid as provided in the Local #871 Agreement (z.e., time and one-half after six (6) hours); double time, when applicable, to be paid after fourteen (14) elapsed hours. Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.

- (iv) Meal periods The time for breaking for the meal period may be extended by up to one-half hour beyond the time specified in the Local Agreements without penalty at the request of the Director. Notice for such a delayed break must be given no later than one (1) hour before the meal period and the extension may not be scheduled.
- (v) Producer will not be required to pay the percentage of salaries for the specified contractual holidays; however, any employee working on such holiday will be paid double time. Weekly employees will be paid for any holiday not worked during their period of employment.
- (vi) Producer will not be required to pay the percentage of salaries as vacation pay.
- (vii) Producer will not be required to pay any transportation allowance, such as specified in Paragraphs 21(c) and 22(b)(2) of the West Coast Studio Local Agreements.
- (viii) An employee hired as a weekly employee shall be paid a full week's pay. Producer will not prorate the weekly rate for the purpose of paying the employee on a daily rate or fractional weekly basis, unless the employee elects not to perform the full week's work (e.g, the employee, hired for a week, works three days and quits).
- 6. Prior to actual employment, Producer shall inform and provide written information to each employee to be hired of the special conditions applicable to the production.
- 7. Producer will provide to the appropriate West Coast Studio Locals the name of the project and, upon request, the names and classifications of the employees who will be employed under the special conditions of this sideletter.
- 8. The following additional special terms and conditions shall apply only to two (2) hour pilots for which there is no series commitment at the time the pilot is ordered and which are produced under the terms of this sideletter.

- (i) Producer agrees to produce all future episodes resulting from the two (2) hour production under the episodic television provisions of the IATSE Basic Agreement in Los Angeles County or immediate areas, provided that when the series is required to be produced outside Los Angeles County or immediate areas due to creative reasons only, employment of a majority of the crew from Los Angeles County (or if the episodes are made in one of the "IATSE production cities") will satisfy this condition.
- (ii) When the series is based in Los Angeles County, the Producer may do location work outside of Los Angeles County on isolated episodes and employ portions of the crew from Los Angeles County without the number constituting a majority of the crew from Los Angeles County.
- (iii) If principal photography of the first episode commences within seventy (70) days of completion of principal photography of the two (2) hour long-form television production, the Producer shall retroactively pay to the lATSE-represented employees who worked on the two-hour television production the wages set forth in the episodic television provisions of the Basic Agreement.
- (iv) The AMPTP and the IATSE shall appoint a joint committee to review and monitor any issues relating to the above.
- 9. The following additional special terms and conditions shall apply only to long-form motion pictures made for the videocassette/DVD market which are budgeted at \$9,000,000 or less and which the Producer has elected to cover under the terms of this sideletter, rather than under the terms of the Low Budget Theatrical Agreement:
  - (i) The IATSE shall have the right to audit any such production to ensure that its budget falls within the aforementioned limitation. If the budget cap is exceeded, the wages, terms and conditions of the Basic Agreement shall apply.
  - (ii) "Behind-the-scenes" shots, when done by the signatory company for such productions, shall also be covered under the terms of this sideletter.

The LATSE agrees to meet and negotiate on a production-by-production basis with respect to new one-hour episodic television series for which the pattern budget does not exceed \$1,300,000 in direct costs of production per episode. This approach will allow the parties to tailor the agreement to the specific needs of the production and, thus, is more likely to achieve the goal of **encouraging-low-budger-one-hour series** production to be done in Los Angeles.

Sincerely,

Carol A. Lombaraini

**ACCEPTED AND AGREED:** 

Matthew D. Loeb

**International President** 

# MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE EFFECTIVE JULY 29, 2018 THROUGH AUGUST 3, 2019

Long-	Form Rates 7/29/18 - 8/3/19	Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$2,950.48			
1802	Director of Photography	As negotiated under		As negotiated under	
		Local Ag	Local Agreement		reement
1803	Camera Operator	1,888.80	\$47.22	\$436.72	\$54.59
1804	First Assistant Camera	1,727.60	43.19	399.36	49.92
1805	Second Assistant Camera	1566.00	39.15	362.00	45.25
1806	Still Photographer	1672.00	41.80	386.72	48.34
1847	Film Loader	1,359.60	33.99	314.00	39.25
1807	Construction Coordinator - on call	2,529.79			
1808	Construction Labor			289.04	36.13
1809	Construction Foreman	1,351.60	33.79	312.08	39.01
1810	Key Grip	1,518.00	37.95	350.72	43.84
1811	Best Boy - Grip	1,379.60	34.49	293.60	36.70
1812	Company Grip	1,349.60	33.74	289.04	36.13
1813	Dolly Grip	1,379.60	34.49	293.60	36.70
1814	Crafts Service - on call	1,781.89			
1815	Crafts Service	1,164.40	29.11	268.48	33.56
1816	Production Painter	1,518.00	37.95	350.72	43.84
1817	Set Painter			289.04	36.13
1849	Sign Writer			395.60	49.45
1818	Chief Lighting Technician	1,518.00	37.95	350.72	43.84
1819	Assistant Chief Lighting Technician	1,379.60	34.49	293.60	36.70
1821	Electrical Lighting Technician	1,349.60	33.74	289.04	36.13
1822	Chief Rigging Technician	1,379.60	34.49	293.60	36.70
1823	Special Effects	1,518.00	37.95	350.72	43.84
1824	Assistant Special Effects			289.04	36.13
1825	Set Decorator - on call	2,529.79			
1826	Lead Person	1,349.60	33.74	289.04	36.13
1827	Swing Gang			269.92	33.74
1828	Prop Master	1,518.00	37.95	350.72	43.84
1829	Assistant Prop Master	1,272.40	31.81	293.60	36.70
1830	Costume Designer - on call	2,342.93			
1831	Assistant Costume Designer - on call	1,922.12			
1832	Key Costumer	1,260.80	31.52	290.96	36.37
1833	Costumer	1,153.20	28.83	266.00	33.25
1865	Costume Manufacturer	1,153.20	28.83	266.00	33.25
1834	Make-Up Department Head	1,598.40	39.96	369.52	46.19
1835	Assistant Make-Up Department Head	1,405.20	35.13	309.32	40.19
1836	Hair Stylist Department Head	1,405.20	35.13	324.48	40.56
1837	Hair Stylist Department Tread	1,253.60	31.34	289.04	36.13

Long-Form Rates 7/29/18 - 8/3/19	Weekly*	Hourly	Daily*	Hourly
1838 Sound Mixer 1839 Boom Operator	\$1,944.00 1,727.60	\$48.60 43.19	\$449.92 399.36	\$56.24 49.92
1840 Welfare Worker/Teacher	1,552.40	38.81	358.88	44.86
1841 First Aid	1,253.60	31.34	289.04	36.13
1842 Other T echnical Person 1843 Other Stagecraft Person	1,566.00 1,253.60	39.15 31.34	362.00 289.04	45.25 36.13
1844 Script Supervisor# 1850 Teleprompter Operator	1,285.20 1,369.60	32.13 34.24	333.63 291.76	37.07 36.47
1845 Set Designer	1,614.00	40.35	372.88	46.61
1846 Scenic Artist	1,678.80	41.97	388.08	48.51
1899 All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

\*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

# Script Supervisor Preparation Pay:

60 Minute Program - \$ 979.97

90 Minute Program - \$1,959.93

120 Minute Program - \$3,135.89

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

### MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE EFFECTIVE AUGUST 4, 2019 THROUGH AUGUST 1, 2020

Long-F	Form Rates 8/4/19 - 8/1/20	Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$3,038.99			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,945.60	\$48.64	\$449.84	\$56.23
1804	First Assistant Camera	1,779.60	44.49	411.36	51.42
1805	Second Assistant Camera	1,612.80	40.32	372.88	46.61
1806	Still Photographer	1,722.00	43.05	398.32	49.79
1847	Film Loader	1,400.40	35.01	323.44	40.43
1807	Construction Coordinator - on call	2,605.68			
1808	Construction Labor			297.68	37.21
1809	Construction Foreman	1,392.00	34.80	321.44	40.18
1810	Key Grip	1,563.60	39.09	361.28	45.16
1811	Best Boy - Grip	1,420.80	35.52	302.40	37.80
1812	Company Grip	1,390.00	34.75	297.68	37.21
1813	Dolly Grip	1,420.80	35.52	302.40	37.80
1814	Crafts Service - on call	1,835.35			
1815	Crafts Service	1,199.20	29.98	276.56	34.57
1816	Production Painter	1,563.60	39.09	361.28	45.16
1817	Set Painter			297.68	37.21
1849	Sign Writer			407.44	50.93
1818	Chief Lighting Technician	1,593.60	39.09	361.28	45.16
1819	Assistant Chief Lighting Technician	1,420.80	35.52	302.40	37.80
1821	Electrical Lighting Technician	1,390.00	34.75	297.68	37.21
1822	Chief Rigging Technician	1,420.80	35.52	302.40	37.80
1823	Special Effects	1,563.60	39.09	361.28	45.16
1824	Assistant Special Effects			297.68	37.21
1825	Set Decorator - on call	2,605.68			
1826	Lead Person	1,390.00	34.75	297.68	37.21
1827	Swing Gang			278.00	34.75
1828	Prop Master	1,563.60	39.09	361.28	45.16
1829	Assistant Prop Master	1,310.40	32.76	302.40	37.80
1830	Costume Designer - on call	2,413.22			
1831	Assistant Costume Designer - on call	1,979.78			
1832	Key Costumer	1,298.80	32.47	299.68	37.46
1833	Costumer	1,187.60	29.69	274.00	34.25
1865	Costume Manufacturer	1,187.60	29.69	274.00	34.25
1834	Make-Up Department Head	1,646.40	41.16	380.64	47.58
1835	Assistant Make-Up Department Head	1,447.20	36.18	334.24	41.78
1836	Hair Stylist Department Head	1,447.20	36.18	334.24	41.78
1837	Hair Stylist	1,291.20	32.28	297.68	37.21

Long-Form Rates 8/4/19 - 8/1/20	Weekly*	Hourly	Daily*	Hourly
1838 Sound Mixer 1839 Boom Operator	\$2,002.40 1,779.60	\$50.06 44.49	\$463.44 411.36	\$57.93 51.42
1840 Welfare Worker/Teacher	1,598.80	39.97	369.68	46.21
1841 First Aid	1,291.20	32.28	297.68	37.21
1842 Other T echnical Person 1843 Other Stagecraft Person	1,612.80 1,291.20	40.32 32.28	372.88 297.68	46.61 37.21
1844 Script Supervisor# 1850 Teleprompter Operator	1,323.60 1,410.80	33.09 35.27	343.62 300.48	38.18 37.56
1845 Set Designer	1,662.40	41.56	384.08	48.01
1846 Scenic Artist	1,729.20	43.23	399.76	49.97
1899 All Other Classifications	Subject to negotiation Subject to ne		egotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

### # Script Supervisor Preparation Pay:

60 Minute Program - \$1,009.25

90 Minute Program - \$2,018.49

120 Minute Program - \$3,229.58

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

<sup>\*</sup>Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

# MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE EFFECTIVE AUGUST 2, 2020 THROUGH JULY 31, 2021

Long-I	Form Rates 8/2/20 - 7/31/21	Weekly*	Hourly	Daily*	Hourly
1801	Art Director - on call	\$3,130.16			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803 1804	Camera Operator First Assistant Camera	2,004.00 1,832.80	\$50.10 45.82	\$463.36 423.68	\$57.92 52.96
1805	Second Assistant Camera	1,661.20	41.53	384.08	48.01
1806	Still Photographer	1,773.60	44.34	410.24	51.28
1847	Film Loader	1,442.40	36.06	333.12	41.64
1807	Construction Coordinator - on call	2,683.85			
1808	Construction Labor	1 422 60	25.04	306.64	38.33
1809	Construction Foreman	1,433.60	35.84 40.26	331.12 372.08	41.39 46.51
1810 1811	Key Grip Best Boy - Grip	1,610.40 1,463.60	36.59	372.08	38.93
1812	Company Grip	1,431.60	35.79	306.64	38.33
1813	Dolly Grip	1,463.60	36.59	311.44	38.93
1814	Crafts Service - on call	1,890.41			
1815	Crafts Service	1,235.20	30.88	284.88	35.61
1816	Production Painter	1,610.40	40.26	372.08	46.51
1817	Set Painter			306.64	38.33
1849	Sign Writer			419.68	52.46
1818	Chief Lighting Technician	1,610.40	40.26	372.08	46.51
1819	Assistant Chief Lighting Technician	1,463.60	36.59	311.44	38.93
1821	Electrical Lighting Technician	1,431.60	35.79	306.64	38.33
1822	Chief Rigging Technician	1,463.60	36.59	311.44	38.93
1823	Special Effects	1,610.40	40.26	372.08	46.51
1824	Assistant Special Effects			306.64	38.33
1825	Set Decorator - on call	2,683.85			
1826	Lead Person	1,431.60	35.79	306.64	38.33
1827	Swing Gang			286.32	35.79
1828	Prop Master	1,610.40	40.26	372.08	46.51
1829	Assistant Prop Master	1,349.60	33.74	311.44	38.93
1830	Costume Designer - on call	2,485.62			
1831	Assistant Costume Designer - on call	2,039.17			
1832	Key Costumer	1,337.60	33.44	308.64	38.58
1833	Costumer Manufacturer	1,223.20	30.58	282.24	35.28
1865	Costume Manufacturer	1,223.20	30.58	282.24	35.28
1834	Make-Up Department Head	1,695.60	42.39	392.08	49.01
1835	Assistant Make-Up Department Head	1,490.80	37.27	344.24	43.03
1836	Hair Stylist Department Head	1,490.80	37.27	344.24	43.03
1837	Hair Stylist	1,330.00	33.25	306.64	38.33

Long-Form Rates 8/2/20 - 7/31/21	Weekly*	Hourly	Daily*	Hourly
1838 Sound Mixer 1839 Boom Operator	\$2,062.40 1,832.80	\$51.56 45.82	\$477.36 423.68	\$59.67 52.96
1840 Welfare Worker/Teacher	1,646.80	41.17	380.80	47.60
1841 First Aid	1,330.00	33.25	306.64	38.33
1842 Other T echnical Person 1843 Other Stagecraft Person	1,661.20 1,330.00	41.53 33.25	384.08 306.64	48.01 38.33
1844 Script Supervisor# 1850 Teleprompter Operator	1,363.20 1,453.20	34.08 36.33	353.97 309.52	39.33 38.69
1845 Set Designer	1,712.40	42.81	395.60	49.45
1846 Scenic Artist	1,781.20	44.53	411.76	51.47
1899 All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

### # Script Supervisor Preparation Pay:

60 Minute Program - \$1,039.44

90 Minute Program - \$2,078.88

120 Minute Program - \$3,326.21

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

<sup>\*</sup>Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.