

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

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J. Nicholas Counter III
President

As of August 1, 2006

Ed Brown
Business Agent
Affiliated Property Craftspersons, Local #44
12021 Riverside Drive
North Hollywood, California 91607

Re: Paragraph 63(a) Notice Requirements and Cure Period

Dear Ed:

Reference is made to the provisions of Paragraph 63(a) of the Local #44 Agreement and particularly to the new notice requirements and cure period negotiated in 2006.

During the 2006 negotiations, the Local asked that the Producers prepare this sideletter to set forth examples demonstrating how the new aspects of Paragraph 63(a) are intended to work in practice.

Suppose three (3) Prop Makers return to Los Angeles from distant location on Monday. Each is told by the Producer that his tool box is scheduled to arrive via air cargo the following Wednesday afternoon and the tools will be available for pick-up at that time. Suppose further that the tools do not arrive by Wednesday evening. The Prop Makers now have until the close of business on Friday (two business days) to inform Local #44 and the Producer's Labor Relations representative that their tools did not arrive as scheduled.

Two of the three Prop Makers send faxes to the Producer's Labor Relations representative with a copy to Local #44 on Thursday afternoon. Each fax states that the tools did not arrive as scheduled. The Producer then has until the close of business on the following Monday (two business days) to find the tools and return them to the Prop Makers or to provide replacement tools. The third Prop Maker fails to inform Local #44 and the Producer's Labor Relations Department that his tools did not arrive on Wednesday evening.

On Friday, the Producer locates the tool box of one of the Prop Makers who notified its Labor Relations representative Thursday afternoon that the tool box did not arrive as scheduled. The Producer returns the tool box to the owner Saturday afternoon. That Prop Maker will receive a day's pay for each of the four (4) days (Tuesday through Friday) that tools were not available to

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him for work (in addition to the travel allowance paid for Monday travel to Los Angeles), but no penalty pay. (Note that each of the Prop Makers would be paid a travel allowance for Monday, the day of return from distant location.)

The Producer cannot locate the other Prop Makers' tool boxes until the following Wednesday, when they are returned to their respective owners that night, a full week after their scheduled return. The second Prop Maker who notified the Producer's Labor Relations representative via fax the previous Thursday will be entitled to seven (7) days of pay (four (4) days of waiting time pay for Tuesday through Friday and three (3) days of penalty pay for Monday through Wednesday of the following week) (in addition to the travel allowance paid for Monday travel to Los Angeles).

The third Prop Maker is entitled to only four (4) days of waiting time pay (in addition to the travel allowance day) for the Tuesday through Friday period that he had no access to his tools, two (2) days' pay for the Tuesday and Wednesday he was initially scheduled to be without his tools, plus two days' pay for Thursday and Friday, which were within the allowable notice period, but during which the employee did not have access to his tools. The third Prop Maker is not entitled to any penalty pay as he failed to notify the Local Union and the Producer's Labor Relations representative within the allowable notice period that the tools had not been returned as scheduled.


Sincerely,



J. Nicholas Counter III

JNC:jrs

ACCEPTED AND AGREED:



Ed Brown, Local #44

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