

Sideletter No. 6

As of July 1, 2002;
Revised as of July 1, 2005;
Revised as of July 1, 2008;
Revised as of July 1, 2011;
Revised as of July 1, 2017;
Revised as of July 1, 2020

Carol A. Lombardini
President
Alliance of Motion Picture and Television Producers, Inc.
15301 Ventura Boulevard, Building E
Sherman Oaks, California 91403-5885

Dear Ms. Lombardini:

It is hereby agreed between us with respect to production by the Company of entertainment programs primarily for the basic cable market which are not covered under Article 31 of this Agreement, the following provisions shall apply:

1. With respect to hiring after July 1, 2020 and pending agreement on other conditions pursuant to Paragraph 2. below:
 - (a) The employment of a Director for a dramatic program thirty (30) minutes or longer produced in the United States under a budget less than (i) \$476,749 for a thirty (30) minute series in existence as of July 1, 2014 and \$550,000 for all other thirty (30) minute programs; (ii) \$893,904 for a one (1) hour series in existence as of July 1, 2014 and \$1,200,000 for all other one (1) hour programs; (iii) \$2,383,744 or less for a series longer than one (1) hour but not longer than two (2) hours in existence as of July 1, 2014 and \$2,750,000 for all other programs longer than one (1) hour but not longer than two (2) hours; and (iv) for a program longer than two (2) hours, \$2,750,000 for the first two (2) hours and \$1,375,000 for each additional hour or portion thereof, shall be subject only to Article 9, Section B., Paragraph 11 (Hold Harmless), Article 20 (Arbitration), the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Company shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.

- (b) The employment of a Director for a program covered by this Sideletter No. 6 (other than one covered by Paragraph 1.(a) above), produced within the metropolitan areas of Los Angeles or New York, or any Director hired within such areas and sent therefrom to another location to perform such duties on such a program, shall be subject only to Article 9, Section B., Paragraph 11 (Hold Harmless), Article 20 (Arbitration), the Guild Shop provisions and the provisions of Articles 11 and 12, relating to the Pension and Health Plans, of this Agreement. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Company shall advise the Guild of the employment of any Director, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Employer shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.
 - (c) In the event that, on any such program, there are Associate Director or Stage Manager duties to be performed which are not performed by the Director and which in free television would necessitate the assignment of an Associate Director or Stage Manager, such Employee shall be subject to Article 9, Section B., Paragraph 11 (Hold Harmless), Article 20 (Arbitration), the Guild Shop provisions of this Agreement, the provisions of Articles 11 and 12 relating to the Pension and Health Plans and the second through eighth paragraphs of Article 9.C. relating to mandatory safety training. The Company shall also specify provisions for overtime and premiums for work on the sixth or seventh day worked in a workweek and work on holidays at the time of hiring, which shall not be less than applicable law and shall be set forth in the Employee's deal memo or, if none exists, a start slip or equivalent documentation; otherwise, the Employee will receive overtime pay and premium pay for work on sixth and seventh days and holidays according to FLTTA Article 10, Part 2, Section D. based on the Employee's negotiated salary. In addition, Company shall advise the Guild of the employment of any Associate Director or Stage Manager by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation.
- 2.
 - (a) Either the Guild or Company may, at any time, notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to such programs. The parties agree to commence such negotiations promptly within fifteen (15) days of receipt of such notice for any non-series television motion picture ninety (90) minutes or longer or thirty (30) days of receipt of such notice for all other such programs.
 - (b) Any agreement reached pursuant to subparagraph (a) above shall not be retroactive nor shall it modify the terms of employment under individual contracts then existing, except with respect to minimum rates.

(c) If no agreement is reached within fifteen (15) days after bargaining has commenced for any non-series television motion picture ninety (90) minutes or longer, or if no agreement is reached within sixty (60) days after bargaining has commenced for all other such programs, the Guild may, upon written notice to Company, instruct its members to refuse to render services with respect to such programs. In such event, neither subparagraph 1.(a) nor subparagraph 1.(b) hereof shall be applicable.

(d) If a Company fails to provide timely notice of its intention to produce such program as provided in subparagraph 1.(a), then subparagraph 2.(c) above shall

not apply and the Guild may, not earlier than twenty-four (24) hours after written notice to the Company, instruct its members to refuse to render services with respect to such programs. If no agreement is reached and the Guild instructs its members to refuse to render services with respect to such programs, then neither subparagraph 1.(a) nor subparagraph 1.(b) hereof shall be applicable.

Sincerely,



Russell Hollander
National Executive Director

Agreed:



Carol A. Lombardini