

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403  
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini  
President

Direct: 818.935.5930

**Sideletter No. 4**

As of October 1, 2006  
Revised as of March 1, 2010  
Revised as of March 1, 2013  
Revised as of March 1, 2016  
Renewed as of March 1, 2019

Rose Chatterton, President  
Rosemarie Levy, Business Representative  
Make-Up Artists and Hair Stylists, Local #798  
70 W. 36<sup>th</sup> Street, 4A  
New York, New York 10018

**Re: Special Conditions for New One-Half Hour Single Camera  
Dramatic Television Series and Non-Dramatic Series of Any  
Length, the Production of Which Commences On or After  
October 1, 2006**

Dear Rose and Rosemarie:

This will memorialize the agreement reached in the 2007, 2010, 2013, 2016 and 2019 negotiations to apply the following special conditions to pre-production and production of digitally-recorded one-half hour single camera dramatic television series<sup>1</sup> and non-dramatic series of any length, the production of which commences on or after October 1, 2006, which are committed to be produced within the geographic jurisdiction of the Local #798 Major Film Theatrical and Television Series Agreement.

- a. Wages - For the first two (2) production seasons of any series covered hereunder, other than new one-half hour single camera prime time dramatic television series, the wage rates set forth in the Local #798 Supplemental Digital Production Agreement for the period immediately preceding the period in question shall apply (*e.g.*, during the period September 29, 2019 to October 3, 2020, the wage rates for the period March 1, 2019 to September 28, 2019 shall apply); thereafter, the wage rates in the Digital Agreement shall apply.

For the first two production seasons of any new one-half hour single camera prime time dramatic television series, the wage rates set forth in the Local #798 Major Film Theatrical and Television Series Agreement for the period immediately preceding the period in

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<sup>1</sup> See Sideletter No. 8 for special conditions for dramatic series made for basic cable or The CW outside of New York, New Jersey and Connecticut.

question shall apply (*e.g.*, during the period September 29, 2019 to October 3, 2020, the wage rates for the period March 1, 2019 to September 28, 2019 shall apply); thereafter, the wage rates in the Major Film Theatrical and Television Series Agreement shall apply.

- b. Vacation - No vacation pay shall be payable for 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 Digital Agreement; thereafter, the vacation provisions in the Digital Agreement shall apply.
- c. Holidays Not Worked - 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 Digital Agreement; thereafter, the unworked holiday provisions in the Digital Agreement shall apply.
- d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.
- e. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in the Digital Agreement; golden hours shall be paid for each hour worked after twelve (12) work hours.
- f. Interchange - Producer may interchange employees as provided in the Supplemental Digital Production Agreement.
- g. Prime Time Series - As to any prime time series covered by this Sideletter, in lieu of Article 26 of this Agreement, Article 15 of the Major Film Theatrical and Television Series Agreement, "Rest Period," will apply to employees employed in Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia and Article 38 of the Major Film Theatrical and Television Series Agreement, "Rest Periods," will apply to employees employed in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia.

It is agreed that if the Producer discontinues production within the geographic jurisdiction of Local #798 of any dramatic series covered under this sideletter and commences production of said dramatic series outside the geographic jurisdiction of Local #798, or if Producer discontinues production in the United States of any non-dramatic series covered under this sideletter and commences production of said non-dramatic series outside the United States, then the Producer shall be responsible for adjusting the wages of all employees who were heretofore employed on the series under the

terms and conditions of this sideletter to the otherwise applicable wage rates in the Major Film Theatrical and Television Series Agreement or the Digital Agreement, as applicable, and such employees will be paid the full holiday and vacation percentage benefit, retroactive to the first day of each employee's employment on the series.

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. Lombardini

**ACCEPTED AND AGREED:**

**MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL #798, I.A.T.S.E.**

By:   
Rose Chatterton  
President

Date: 2/9/2020

By:   
Rosemarie Levy  
Business Representative

Date: 2/9/2020