

MEMORANDUM OF AGREEMENT OF OCTOBER 1, 2024
between
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
and
THEATRICAL DRIVERS AND HELPERS, LOCAL 817,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS (LOCATIONS)

This Memorandum of Agreement is entered into between Theatrical Drivers and Helpers, Local 817, International Brotherhood of Teamsters (hereinafter referred to as “Local 817” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Companies listed in Exhibit “A” attached hereto (hereinafter referred to individually as “the Employer” and collectively as “the Employers”), on the other hand.

This Memorandum of Agreement modifies the provisions of the Agreement of July 1, 2020 between the Alliance of Motion Picture and Television Producers and Theatrical Drivers and Helpers, Local 817, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Locations), as modified by the “Memorandum of Agreement of October 1, 2021 for Agreement between the Alliance of Motion Picture and Television Producers and Theatrical Drivers and Helpers, Local 817, International Brotherhood of Teamsters (Locations)” (collectively the “2021 Agreement”).

This Memorandum of Agreement shall be effective as of the first Sunday following the business day on which the AMPTP receives notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **Article 3 – Term of Agreement**

Modify Article 3 of the 2021 Agreement as follows:

“ARTICLE 3. TERM OF AGREEMENT

“The Agreement shall have a term of ~~three (3)~~ **four (4)** years, commencing on October 1, ~~2021~~**2024** and terminating on September 30, ~~2024~~**2028**.”

2. **New Article - Preference of Employment**

Add a new Article (“Preference of Employment”) to the 2024 Agreement as follows:

Effective October 1, 2025, the Employers will establish Preference Lists for Assistant Location Managers, Location Scouts, Location Department Coordinators and Location Assistants, as follows:

- a. The maintenance of the Preference Lists shall be under the supervision of Contract Services Administration Trust Fund (“CSATF”). Administration costs shall be funded by Employer contributions to CSATF at a rate to be determined between the Employers and CSATF.
- b. In order to be placed on the Preference List for the applicable classification, an individual must make application to CSATF on a form provided for such purpose, and provide proof satisfactory to CSATF that the individual has fulfilled the following requirements (including documented evidence of having actually worked the number of days required in the specified periods):
 - i. Individuals who worked or hereafter work in one of the foregoing classifications, or who worked or hereafter work in a position for which the primary duties were (are) as described in Article 22 of this Agreement, for at least thirty (30) actual workdays between October 1, 2021 and September 30, 2028 shall be entitled to placement on the Preference List for the applicable classification.
 - ii. On or after October 1, 2028, individuals who work in one of the foregoing classifications (or in a position for which the primary duties are as described in Article 22 of this Agreement) for at least thirty (30) actual workdays in the 365-day period immediately preceding the individual’s application for placement shall be entitled to placement on the Preference List for the applicable classification.
 - iii. The work experience required for placement on the Eligibility List may be satisfied by employment with Employers signatory to this Agreement and/or with non-signatory employers. All such work experience must be performed within the states of New York, New Jersey and/or Connecticut and must be performed in connection with motion picture production.
 - iv. Satisfactory completion of the “A” safety training course and the harassment prevention training course through CSATF is required for placement on a Preference List.
- c. It is understood that individuals may be placed on the Preference List for more than one of the foregoing classifications if they meet the placement requirements described in subparagraph b. above for each such classification.
- d. Individuals may make application for placement on a Preference List no earlier than April 1, 2025. Any application that is completed and accepted prior to October 1, 2025 shall be effective as of October 1, 2025.
- e. Any individual making application to be placed on a Preference List must perfect the application no later than one (1) year following the date of the last work day to be considered as qualifying experience, except that this requirement shall not

apply to individuals making application under subparagraph b.i. above, who shall be required to perfect the application within one (1) year after date of submission to CSATF.

- f. Employer shall give preference of employment to individuals on the Preference List for the classification in which it is seeking to hire. For example, if an Employer is seeking to hire an Assistant Location Manager, it must give preference to those individuals listed on the Assistant Location Manager Preference List. Such preference of employment shall be subject to the following:
 - i. Should 5% or fewer of individuals on the Preference List for a given classification be available for hire at the time an Employer wishes to hire, the Employer may secure employees from any source. The Union shall provide notice to the Employers when 5% or fewer of the individuals on the Preference List for a given classification are available for hire. Individuals on a Preference List shall be responsible for updating the Union on an ongoing basis as to whether they are available for hire.
 - ii. The Union will not unreasonably deny the request of an Employer to hire individuals not on a Preference List who have special experience, skill and/or qualifications for the duties and/or equipment necessary for operation (including special familiarity with the locations where the motion picture will be shooting).
 - iii. An Employer may retain individuals not on a Preference List who are hired under subparagraphs i. or ii. above until such individuals are laid off. If any such individual is laid off during a production hiatus, the Employer may re-hire that individual upon resumption of production.
- g. CSATF shall remove individuals from the Preference Lists for the following reasons:
 - i. Failure to work at least one (1) day in a three (3) year period.
 - ii. Discharge three (3) times for cause.
 - iii. Retirement.
 - iv. Death.
 - v. Failure to complete all industry safety training courses required by CSATF (or their equivalent as agreed upon by the New York Safety Committee) within ninety (90) days of placement on the Preference List and refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF (but the individual will be reinstated to the

Preference Lists upon successful completion of the courses and/or training).

h. Additionally, individuals may be removed from the Preference Lists with respect to a particular Employer in the following circumstances:

- i. Discharge by the Employer for cause.
- ii. In the event a person called by the Employer accepts the call and fails or refuses to report for work after accepting such calls on two occasions.
- iii. Retirement (however, the Employer may employ such individual as though the individual had not been removed from the Preference Lists).
- iv. Death.

i. Preference List Placement or Removal Dispute Procedure – Disputes regarding the placement of any person on a Preference List or the removal of any person from the Preference Lists shall be resolved in the following manner:

i. Placement Dispute Procedure: CSATF shall notify the Union of its intention to place a person on a Preference List. CSATF's notice shall contain the individual's name, address, telephone number and social security number, provided CSATF possesses such information. The Union may protest the intended action of CSATF within ten (10) business days by a written notice to CSATF. The Union shall have the right to challenge any Preference List placement with respect to the qualifications required above. In the event of a protest, CSATF shall notify the Employer(s) involved and the person. The person will not be placed on the Preference List until the matter has been determined. Upon such protest, a hearing shall be scheduled before an impartial arbitrator, subject to the procedure listed below. If no protest is filed within ten (10) business days, the respective parties waive the right to protest.

- 1. The Union and the Employer(s) agree to submit to final and binding arbitration, before the impartial arbitrator, disputes involving the placement of any person on a Preference List.
- 2. The Union and the Employers select [*to be discussed*] to act as the impartial arbitrator in all cases submitted to arbitration under this Article, and [*to be discussed*] as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act.
- 3. In an arbitration conducted pursuant to this Article, CSATF shall participate as an administrative witness and a custodian of records, and the Union shall represent itself. Any person whose intended

Preference List placement is involved in such dispute shall be entitled to have counsel present at the arbitration, at that person's own expense. This provision shall not be construed as conferring upon such person the rights of a third party to the arbitration, and such arbitration will be solely between the Employer(s) and the Union.

4. The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the Union or Employer(s). Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.
 5. The award of the arbitrator shall be rendered in writing within ten (10) business days after the conclusion of the hearing unless the time is expressly extended by the Employers and the Union. The written award of the impartial arbitrator shall be final and binding upon the Union, CSATF, the Employer(s) and any person whose Preference List placement is at issue. In the event that the award of the impartial arbitrator is to place the individual's name on a Preference List, the person's Preference List date shall be retroactive to the date that said person would have been placed on the Preference List but for said protest.
 6. The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by the Employer(s) and by the Union. All other costs and fees shall be borne by the party incurring same.
- ii. *Removal Dispute Procedure*: CSATF will notify, in writing, the Union and the involved person at that person's last known address of the intended removal from the Preference Lists and specify the date of such removal. Such notice shall be given not less than fifteen (15) business days prior to removal of such person. The Union and/or the involved person shall have the right to challenge the removal by submitting a written protest within twenty (20) business days following receipt of the notice of intention to remove the individual from the Preference Lists. If no protest is filed within said time period, the right to protest is waived. In the event of a protest, the person's name will not be removed from the Preference Lists until the matter has been determined.
1. The Union and CSATF agree to submit to final and binding arbitration before an impartial arbitrator disputes involving the removal of any person from the Preference Lists.

2. In an arbitration conducted pursuant to this provision, CSATF and the Union shall participate as parties. Any person whose intended Preference List removal is involved in such dispute shall be entitled to have counsel present at the arbitration, at that person's own expense.
 3. The Union and CSATF select [*to be discussed*] to act as the impartial arbitrator in all cases submitted to arbitration under this provision and [*to be discussed*] as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act. In the event that both the impartial arbitrator and the alternate arbitrator are unable or unwilling to act, the arbitrator shall be selected by mutual agreement of the Union and CSATF.
 4. The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the Union or CSATF. Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.
 5. The award of the arbitrator shall be rendered in writing within twenty (20) business days after the conclusion of the hearing unless the time is expressly extended by the CSATF and the Union. The written award of the impartial arbitrator shall be final and binding upon the Union, CSATF and any person whose Preference List removal is at issue.
 6. The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by CSATF and by the Union. All other costs and fees shall be borne by the party incurring the same.
 7. Any of the time limits set forth herein may be extended by mutual agreement of the parties.
- j. Individuals who attend training classes administered by CSATF which are required for placement on a Preference List or for maintaining placement on a Preference List shall be paid a stipend of \$25.00 for each hour the individual attends such classes outside of employment. Such training courses may be taken no earlier than April 1, 2025.

3. **Article 14 – Diversity, Equity and Inclusion**

Modify Article 14.a. of the 2021 Agreement as follows:

“ARTICLE 14. DIVERSITY, EQUITY AND INCLUSION

“a. Statement of Commitment: Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Employers and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from ‘underrepresented populations’ in order to foster a more inclusive and diverse workforce in the motion picture industry. Historically, ‘underrepresented populations’ have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary.

“In connection with this commitment, an individual Employer or the Employers, collectively, may discuss with the Union the development of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by this Agreement, with the goal of enhancing employment for individuals who are underrepresented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided. Should the Employer(s) and the Union agree upon the implementation of an on-the-job training program, the Employer(s) shall be permitted to offer employment to individuals who complete such program to enable them to obtain the requisite work experience needed for placement on the Preference List in the classification for which they have been trained.”

* * *

4. **Article 16 – Sick Leave**

Modify Article 16 of the 2021 Agreement as follows:

“ARTICLE 16. SICK LEAVE

* * *

“b. Paid Sick Leave Outside of the State of New York: The following is applicable to employees working under this Agreement outside the State of New York.

“i. Accrual. ~~Commencing June 1, 2022, eligible~~ Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a

maximum of forty-eight (48) hours or six (6) days **(up to a maximum of eighty (80) hours or ten (10) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])**. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days for the Employer and after their ninetieth (90th) day of employment with the Employer (based on days worked or guaranteed) **(forty-fifth day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])**, with a bank of twenty-four (24) hours or three (3) days of sick leave per year **(forty (40) hours or five (5) days of sick leave per year, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])**, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

- “ii. To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer for ninety (90) days (based on days worked or guaranteed) **(forty-five (45) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])**, such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days **(no more than forty (40) hours or five (5) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** during each year of employment as defined by the Employer in advance. To the extent

the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 16.b.

* * *

“vi. Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 16.b. The Employer will also indicate which period (i.e., calendar year or the employee's anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day **(forty-five (45) day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** eligibility periods and the cap on accrual set forth in subparagraph (ii) above or which period (i.e., calendar year or the employee's anniversary date) the Employer selected to apply the bank of three (3) sick days **(five (5) sick days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** as provided in subparagraph (i) above. Employer also shall notify the Union of the name and contact information of the designated Employer representative or department.”

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5. **New Article – Bereavement Leave**

Add a new Article to the 2024 Agreement as follows:

“ARTICLE []. **BEREAVEMENT LEAVE**

“Effective [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], in the event of the death of a ‘family member’* of a regularly scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. For employees employed on an hourly or daily basis, a day of bereavement leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. For weekly employees, a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate.

“An employee who is absent from work due to bereavement leave will be reinstated to the employee's original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, a Producer is not

required to reinstate an employee on an episodic series until work on the current episode has been completed. The Producer and the Union will discuss on a case-by-case basis, upon the request of the Producer, issues related to the individual's reinstatement.

“* ‘Family member’ means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.”

6. **Article 17 – Wage Scales**

Modify Article 17.a. of the 2021 Agreement as follows:

“ARTICLE 17. WAGE SCALES

“a. Minimum Hourly Wage Rates

“The minimum hourly wage rates for the term of the Agreement shall be as follows:

| | 9/29/24 - 9/27/25 | 9/28/25 - 10/3/26 | 10/4/26 - 10/2/27 | 10/3/27 - 9/30/28 |
|---------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| THEATRICAL | | | | |
| Assistant Location Manager | \$36.34 | \$37.79 | \$39.11 | \$40.48 |
| Location Scout | \$34.60 | \$35.98 | \$37.24 | \$38.54 |
| Location Department Coordinator | \$31.78 | \$33.05 | \$34.21 | \$35.41 |
| Location Assistant | \$28.50 | \$29.64 | \$30.68 | \$31.75 |
| TELEVISION | | | | |
| Assistant Location Manager | \$34.60 | \$35.98 | \$37.24 | \$38.54 |
| Location Scout | \$32.96 | \$34.28 | \$35.48 | \$36.72 |
| Location Department Coordinator | \$30.36 | \$31.57 | \$32.67 | \$33.81 |
| Location Assistant | \$27.08 | \$28.16 | \$29.15 | \$30.17 |

7. Article 19 – Minimum Guarantees

Modify Article 19 of the 2021 Agreement as follows:

“ARTICLE 19. MINIMUM GUARANTEES

* * *

“e. Overtime

“i. Weekly Employees:

“On motion pictures, mini-series and seasons of series commencing principal photography prior to [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], weekly Employees shall be paid premium pay at one and one-half times their hourly rate of pay for all hours worked, or part thereof, after eight (8) work hours in a day; or for all hours worked, or part thereof, after sixty (60) hours in a workweek.

“On motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], weekly employees shall be paid premium pay at one and one-half times their hourly rate of pay for all hours worked, or part thereof, after eight (8) work hours in a day (up to and including twelve (12) work hours); two times their hourly rate of pay for all hours worked, or part thereof, after twelve (12) work hours in a day (up to and including fifteen (15) elapsed hours); and at three times their hourly rate of pay for all hours worked, or part thereof, after fifteen (15) elapsed hours in a day.

“ii. Daily Employees:

“On motion pictures, mini-series and seasons of series commencing principal photography prior to [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], Daily Employees shall be paid premium pay at one and one-half times their hourly rate of pay for all hours worked, or part thereof, after eight (8) work hours in a day (up to and including the twelfth work hour); and After the twelfth hour, Daily Employees shall receive double time for all hours worked, or part thereof, after twelve (12) work hours in a day.

“On motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], daily employees shall be paid premium pay at one and one-half times their hourly rate of pay for all hours worked, or part thereof, after eight (8) work hours in a day (up to and including twelve (12) work hours); two times their hourly rate of pay for all hours worked, or part thereof, after twelve (12) work hours in a day (up to and including fifteen (15) elapsed hours); and at three times their hourly rate of pay for all hours worked, or part thereof, after fifteen (15) elapsed hours in a day.”

“iii. Overtime for Weekly and Daily Employees shall be paid in ten (10) minute increments.

* * *

“f. ~~Sixth or Seventh Day Worked: On motion pictures, mini-series and seasons of series commencing principal photography prior to [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification]. If an employee is an employee~~ required to work on the sixth ~~day or seventh day within in~~ the employee’s workweek, ~~he/she~~ shall be paid one and one-half times the hourly rate of pay for all hours worked, or part thereof, ~~for the sixth or seventh day so worked.~~

“On motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], an employee required to work on the sixth day in the employee’s workweek shall be paid one and one-half times the hourly rate of pay for all hours worked, or part thereof (up to and including the twelfth work hour), two times the hourly rate of pay for all hours worked, or part thereof, after twelve (12) work hours in a day (up to and including the fifteenth elapsed hour) and three times the hourly rate of pay for all hours worked, or part thereof, after fifteen (15) elapsed hours in a day.”

“g. ~~Seventh Consecutive Day Worked or Work on a Holiday: On motion pictures, mini-series and seasons of series commencing principal photography prior to [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification]. If an employee is an employee~~ required to work on a holiday as recognized in this Agreement or on the seventh consecutive day within the employee’s

workweek, ~~the employee~~ shall be paid two times the hourly rate of pay for all hours worked, or part thereof, ~~for each holiday, or for each such seventh day worked.~~

“On motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], an employee required to work on a holiday as recognized in this Agreement or on the seventh consecutive day within the employee’s workweek shall be paid two times the hourly rate of pay for all hours worked, or part thereof (up to and including the fifteenth elapsed hour), and three times the hourly rate of pay for all hours worked, or part thereof, after fifteen (15) elapsed hours in a day.”

8. **Article 12 – Motion Picture Industry Pension and Health Plans**

Modify Article 12 of the 2021 Agreement as follows:

“ARTICLE 12. MOTION PICTURE INDUSTRY PENSION AND HEALTH PLANS

“a. An Employer which qualifies as a “\$15 Million Contributor” (see below) shall pay the following hourly contribution rates to the Motion Picture Industry Pension and Health Plans (MPIPHP) on behalf of employees employed in job classifications covered under this Agreement:

“Active Employees Fund

“Medical (Basic Rate): ~~\$4.513 per hour effective October 1, 2021~~
~~\$7.103 per hour effective September 29, 2024;~~
~~“\$4.913 per hour effective October 3, 2021~~
~~\$7.553 per hour effective September 28, 2025;~~
~~“\$5.313 per hour effective October 2, 2022~~
~~\$8.003 per hour effective October 4, 2026;~~
~~“\$5.713 per hour effective October 1, 2023;~~

“Dental: \$0.187 per hour

“Vision: \$0.05 per hour

“Retired Employees Fund

“Medical: \$0.30 per hour

“Dental: \$0.051 per hour

“Vision: \$0.02 per hour

“Pension Plan \$1.8065 per hour

“It is understood that any related or affiliated entity of an Employer that qualifies as a “15 Million Contributor” that exists now or may exist in the future, and any entity currently or hereafter recognized by the MPHIP as a “\$15 Million Contributor,” is also considered a “\$15 Million Contributor.”

“b. ~~Prior to October 2, 2022, an Employer other than a “\$15 Million Contributor” shall pay the following hourly contribution rates to the MPIP on behalf of employees employed in job classifications covered under this Agreement.~~

~~“Active Employees Fund~~

~~“Medical (Premium Rate)¹: \$6.363 per hour effective October 1, 2021;
\$7.563 per hour effective October 3, 2021;~~

~~“Dental: \$0.187 per hour~~

~~“Vision: \$0.05 per hour~~

~~“Retired Employees Fund~~

~~“Medical: \$0.30 per hour~~

~~“Dental: \$0.051 per hour~~

~~“Vision: \$0.02 per hour~~

~~“Pension Plan \$1.8065 per hour~~

~~“Effective October 2, 2022, an An Employer that does not qualify as a “\$15 Million Contributor” shall make pension and health contributions to the MPIP on behalf of employees employed in job classifications covered under this Agreement at rates based on the determination of the actuaries and consultants to be the actual hourly cost of benefits and approved by the Directors (“Actual Cost Rate”). These rates shall be reviewed and subject to change not more frequently than once per year. The MPIP shall give the Employers not less than ninety (90) days' advance notice of a change in such rates. The Actual Cost Rate as of ~~October 2, 2022~~ September 29, 2024 is ~~\$16.690~~ \$17.514 per hour, comprised of ~~\$9.825~~ \$10.345 per hour to the Active Employees Fund, ~~\$4.905~~ \$5.209 per hour to the Pension Plan and \$1.96 per hour to the Retired Employees Fund.~~

¹~~The Premium Rate applies to Employers other than “\$15 Million Contributors” in recognition of the disproportionate level of Post ‘60s and Supplemental Market contributions made to the Motion Picture Industry Pension and Health Plans by those Employers which qualify as “\$15 Million Contributors.”~~

“Contributions on behalf of daily and weekly employees shall be made for each hour worked or guaranteed.

- “c. If, at any time during the term of this Agreement, the consultants for the Health and Pension Plans project that the level of reserves in the Active Employees Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Plan will fall below eight (8) months, then the Union will reallocate up to one percent (1%) from the Individual Account Plan until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of this Agreement.”

9. **Article 13 – Motion Picture Industry Individual Account Plan**

Modify Article 13 of the 2021 Agreement as follows:

“**ARTICLE 13. MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN**

“The Employer shall contribute to the Motion Picture Industry Individual Account Plan for all covered employees as follows:

“Two and one-half percent (2.5%) (three percent (3.0%) effective October 2, 2022; and three and one-half percent (3.5%) effective October 1, 2023) Four percent (4.0%) effective September 29, 2024 (four and one-half percent (4.5%) effective September 28, 2025, five percent (5%) effective October 4, 2026 and six percent (6%) effective October 3, 2027) of the minimum hourly straight time rate set forth in the wage scales of this Agreement for all hours worked in a day up to a maximum of twelve (12) hours.”

10. **New Article – Workweek Shifts**

Add the following as a new Article 19.1 to the 2024 Agreement:

“**Article 19.1 WORKWEEK SHIFTS**

“One time during the production of a motion picture (except in the case of episodic television), the Employer may shift the workweek, without incurring added costs, by adding one or two days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off. In the case of episodic television, the Employer may exercise the foregoing rights once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for a series for at least one week).

“The parties confirm that the foregoing ‘shift in workweek’ provision applies to a ‘round trip’ switch so that the Employer is permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (e.g., a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday).”

“If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek, and the employee would receive fewer than two (2) consecutive days off in the workweek as a result of the workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek. The employee shall be advised of any shifts in the workweek prior to commencement of the workweek. In no case may the Employer shift the workweek for the sole purpose of avoiding paying for an unworked holiday.”

11. **Article 21 – Rest Period**

Modify Article 21 of the 2021 Agreement as follows:

“ARTICLE 21. REST PERIODS

“a. On motion pictures, parts of mini-series and episodes of series commencing principal photography prior to [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], all employees shall be entitled to a minimum of eight (8) hours of rest between calls. When the rest period is invaded, such employee shall receive double time (2X) at the applicable weekly rate until such employee receives eight (8) hours of rest. It is understood that ~~the~~ double time (2X) at the applicable weekly rate under this provision shall not be compounded with any other overtime.

“b. On motion pictures, parts of mini-series and episodes of series commencing principal photography on or after [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], all employees shall be entitled to a minimum of ten (10) hours of rest between calls, except that employees on Distant Location shall be entitled to a minimum of nine (9) hours of rest between calls.

“If the rest period is invaded by no more than two (2) hours (or by no more than one (1) hour for employees on Distant Location), the employee shall be paid additional straight time for all such invaded time, measured in ten (10) minute increments.

“If the rest period is invaded by more than two (2) hours (or by more than one (1) hour for employees on Distant Location), such employee shall receive double time (2X) at the applicable weekly rate until such employee receives eight (8) hours of rest. It is understood that double

time (2X) at the applicable weekly rate under this provision shall not be compounded with any other overtime.”

12. **Article 22 – Definition of Work**

The parties agree that Article 22 shall be reflected in the 2021 Agreement and the successor agreement to the 2021 Agreement as follows:

“ARTICLE 22. DEFINITION OF WORK

“The duties assigned to the job classifications covered by this Agreement, while not specifically set forth in detail, will be consistent with the general custom and practice of past work assignments on the Employers’ productions. The description of duties in this Article is not intended, nor shall it be construed, to enlarge or diminish the professional duties of the Assistant Location Manager, Location Scout, Location Coordinator and Location Assistant, as such duties are presently and were heretofore customarily performed in motion picture and television productions done within the geographical scope of this Agreement. The duties set forth below are customarily assigned to bargaining unit employees.

“Assistant Location Manager duties are: following the direction of the Location Manager and overseeing all aspects of the Location Department’s functions in serving the needs of the production.

“Location Scout duties are: the search for locations for future use by productions and the securing of necessary permits and other required documentation for use of locations.

“Location Coordinator duties are: working in the Production Office, coordinating the daily work of and providing clerical support for the Location Department.

“Location Assistant duties are: maintaining the negotiated condition and the use of location sites (set) and support spaces, in accordance with rental contracts or governmental permits. The Location Assistant serves as a liaison between the Location Department and worksite and communities (*e.g.*, generating and distributing letters, set and directional signs, etc.).

“It is understood that the sourcing of bathroom locations falls within the scope of the duties outlined herein for covered job classifications, including but not limited to Assistant Location Managers.

“Further, as it relates to the limited description of duties set forth above, many specific functions are not exclusive and may be performed by any individual working in any covered job classification (*e.g.*, answering phones, making copies, completing particular forms) and, consistent with longstanding custom and practice, are not exclusive to any particular job classification.

“It is understood that members of the Location Department employed under this Agreement are under the direction of the Location Manager. The Employer agrees that the utilization of Assistant Location Manager, Location Scout, Location Coordinator and Location Assistant shall not be unreasonably withheld.

“It is the intention of the parties to protect and preserve bargaining unit work for bargaining unit employees. The Employer will not give work to non-bargaining unit employees which is normally performed by bargaining unit employees when qualified bargaining unit employees are available.”

13. **Article 23 – Use of Employee Car**

Modify Article 23 of the 2021 Agreement as follows:

“ARTICLE 23. USE OF EMPLOYEE CAR-VEHICLE

- “a. If the Employer requires an Assistant Location Manager or a Location Scout to use ~~his/her car~~ **a personal vehicle** in the performance of the employee’s duties, the Employer shall have the choice either to:
- “i. Pay a **car vehicle** allowance of ~~fifty dollars (\$50.00)~~ (fifty-five dollars (\$55.00) ~~effective October 1, 2023~~) **(sixty dollars (\$60.00) effective October 4, 2026)** (for each day the **car vehicle** is required by the Employer and, in addition, reimburse for the cost of fuel used in the performance of such duties upon the employee’s submission of receipts or other such documentation required by the Employer; or
 - “ii. Pay a **car vehicle** allowance of ~~seventy dollars (\$70.00)~~ (seventy-five dollars (\$75.00) ~~effective October 1, 2023~~) **(eighty dollars (\$80.00) effective October 4, 2026)** for each day the **car vehicle** is required by the Employer, which shall include any fuel costs incurred by such employee.
 - “iii. ~~Effective October 1, 2023, if~~ **If** an Assistant Location Manager or Location Scout is required to travel outside the thirty (30) mile radius of Columbus Circle in New York City, the **car vehicle** allowance payable under subsection a.i. shall instead be sixty dollars (\$60.00) **(sixty-five dollars (\$65.00) effective October 4, 2026)** and the **car vehicle** allowance in subsection a.ii. shall instead be eighty dollars (\$80.00) **(eighty-five dollars (\$85.00) effective October 4, 2026)**.

“b. If the Employer requires a Location Department Coordinator or a Location Assistant to use ~~his/her car~~ **a personal vehicle** in the performance of the employee’s duties, the Employer shall have the choice either to:

“i. Pay a ~~car~~ **vehicle** allowance of fifty dollars (\$50.00) **(fifty-five dollars (\$55.00) effective October 4, 2026)** for each day the ~~car~~ **vehicle** is required by the Employer and, in addition, reimburse for the cost of fuel used in the performance of such duties upon the employee’s submission of receipts or other such documentation required by the Employer; or

“ii. Pay a ~~car~~ **vehicle** allowance of seventy dollars (\$70.00) **(seventy-five dollars (\$75.00) effective October 4, 2026)** for each day the ~~car~~ **vehicle** is required by the Employer, which shall include any fuel costs incurred by such employee.

“The ~~car~~ **vehicle** allowance elected above by the Employer shall be paid in the employee’s weekly paycheck.

“In addition to the above, the Employer shall reimburse the employee for tolls and parking upon the employee’s submission of receipts or other such documentation required by the Employer.

“The Employer may elect to provide the employee with a vehicle and pay the vehicle’s operating cost instead of paying the ~~car~~ **vehicle** allowance for the use of the employee’s ~~car~~ **vehicle**.

“It is understood that not all employees working under this Agreement will need a ~~car~~ **vehicle** for the performance of their duties and that the decision to provide such employee with a ~~car~~ **vehicle** or to pay an employee for the use of the employee’s ~~car~~ **vehicle** is solely at the discretion of the Employer.”

14. **Article 24 – Holidays**

Modify Article 24 of the 2021 Agreement as follows:

ARTICLE 24. HOLIDAYS

“The following are paid holidays: New Year’s Day, **Martin Luther King Jr. Day**, Presidents’ Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. ~~Effective January 1, 2022, Martin Luther King Jr. Day~~ **Effective January 1, 2025, Juneteenth** shall also be recognized as a holiday.

“If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if the holiday falls on Sunday, the following Monday shall be considered

the holiday, except that on Distant Locations, Saturday holidays will be recognized on Saturday.

“If a daily employee works the day before and the day after such holiday, then such daily employee shall be entitled to eight (8) hours of pay for such holiday.”

15. **Article 26 – Distant Location Definitions and Working Conditions**

Modify Article 26 of the 2021 Agreement as follows:

“ARTICLE 26. **DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS**

“a. Distant Location Defined.

“Distant Locations are locations on which the employee is required to remain away and be lodged overnight.

“b. Working Conditions:

“i. Employees shall be entitled to reimbursement for actual room and board expenses on location with a minimum of \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner **(\$12.50 for breakfast, \$17.50 for lunch and \$25.00 for dinner effective [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification])**. Each employee shall be entitled to a single room and first-class accommodations.

“ii. Notwithstanding any of the other provisions of this Agreement, the following shall apply to all employees with respect to the sixth and seventh days in the employee’s workweek on Distant Location:

“1. An employee who is on Distant Location **with one (1) idle day in the workweek shall receive idle day pay for one (1) day** for six (6) or seven (7) days in a workweek shall receive for the sixth day not worked an allowance **equal to eight (8) straight hours of pay and eight (8) hours of benefit contributions; an employee who is on Distant Location with two (2) idle days in the workweek shall receive idle day pay for two (2) days equal to eight (8) straight hours of pay and eight (8) hours of benefit contributions for each day.**”

* * *

16. **Article 37 - Professional Equipment Rental (Kit or Box) and Drone Use**

Modify Article 37 of the 2021 Agreement as follows:

“ARTICLE 37. MISCELLANEOUS PROVISIONS

* * *

“b. Professional Equipment Rental (Kit or Box) and Drone Use:

~~“Prior to June 5, 2022, employees covered by this Agreement may negotiate directly with the Employer over the payment of an employee’s entire kit (e.g., computer, camera, cell phone and accessories). Payment for such kit shall be based on either a daily or weekly payment throughout the production and shall cover equipment required by the Employer to be supplied by an employee.~~

“Effective June 5, 2022, Employees who are required by the Employer to supply their own equipment shall be paid for their entire kit (e.g., computer, camera, cell phone and accessories) as follows:

“Assistant Location Managers and Location Scouts: ~~twenty dollars (\$20.00) per day~~ (twenty-five dollars (\$25.00) per day ~~effective October 2, 2022~~) (thirty dollars (\$30.00) per day effective [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification]); and

“Location Assistants and Location Department Coordinators: ten dollars (\$10.00) per day (fifteen dollars (\$15.00) per day effective [insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification]).”

“Any use of a drone by an employee in the performance of the employee’s duties must be approved in writing in advance by the Unit Production Manager, Line Producer or the Employer’s designee. Provided that such approval is received, the Employer and the employee shall negotiate a reasonable rental fee for the use of the drone.”

17. **Bulletin re: Out-of-Pocket Expenses**

The Employers agree to issue the following bulletin to appropriate production personnel:

“During the 2024 negotiations between the Employers and Local 817 (Locations Department Personnel), the Union raised a concern that Locations Department personnel are sometimes required to go out of pocket for significant expenses and await reimbursement, which imposes a financial burden on those employees. The Union explained that this is particularly an issue early in production, when Locations Department personnel are employed, but other production staff have not yet been hired.

“Please ensure that Locations Department personnel whom you intend to furnish with a Purchasing Card (“P-Card”) or petty cash to pay for production-related expenses receive same timely so that the employee is not required to take money out of pocket for those expenses. Locations Department personnel who expect to incur a significant production-related expense, and who have not been provided with a P-Card or petty cash, should promptly contact an appropriate representative of the Employer.

“Please distribute this bulletin to appropriate production personnel.”

THEATRICAL DRIVERS AND HELPERS, LOCAL 817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By:  Date: 11/14/2024
Thomas O'Donnell

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN EXHIBIT “A” ATTACHED HERETO

By:  Date: November 15, 2024
Carol A. Lombardini

EXHIBIT A
AMPTP-Represented Companies

20th Century Studios, Inc.
40 North Productions, LLC

ABC Signature, LLC
ABC Studios New York, LLC
Alameda Productions, LLC
Alive and Kicking, Inc
Apple Studios LLC

Big Indie Pictures, Inc
Bonanza Productions Inc.

Carnival Row Productions, LLC
CBS Studios Inc.
Columbia Pictures Industries, Inc.
Corporate Management Solutions, Inc dba
 CMS Productions
CPT Holdings, Inc.

Dyminium Productions, LLC

Eye Productions Inc.

Falco Pictures LLC (AE OPS LLC)
Film 49 Productions, Inc.
Focus Features Productions LLC

GWave Productions, LLC

HBO Entertainment, Inc.
HBO Films, Inc.
Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hydronaut Productions, LLC

Inclined Productions, Inc.
Instigators LLC

Jax Media, LLC

Kanan Productions, Inc.
Kapital Productions, LLC
Kenwood TV Productions, Inc.

Legendary Features Productions US, LLC.
Legendary Pictures Productions, LLC.
Lions Gate Productions, LLC

Madison Productions, Inc.
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Milk Street Productions, LLC
Minim Productions, Inc.
Miramax Film NY, LLC

Netflix Productions, LLC
Netflix Studios, LLC
New Line Productions, Inc.
Next Step Productions LLC

Olive Productions, LLC
On the Brink Productions, Inc.
Onyx Collective Productions, Inc
Open 4 Business LLC
Orchard Road Productions, LLC
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions, Inc.
Picrow Inc. dba Pictures in a Row
Picrow Streaming Inc.

Remote Broadcasting, Inc.
Ruff Draft Productions, LLC

Salt Spring Media, Inc.
Salty Pictures, Inc.

San Vicente Productions, Inc.
Screen Gems Productions, Inc.
Showtime Pictures Development Company
Skydance Features, LLC
Skydance Pictures, LLC
Sony Pictures Studio
South Circle Productions LLC
South Rock Productions LLC
Stalwart Productions LLC
Storyteller Production Co., LLC

The Film Community Inc
Thoughtful Productions, LLC
Topanga Productions, Inc.
Turner Films, Inc.

TVM Productions, Inc.
Twentieth Century Fox Film Corporation
d/b/a 20th Television

Universal City Studios LLC
Universal Content Productions LLC
Universal Television LLC

Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
wiip Productions, LLC
Woodridge Productions, Inc.

XOF Studios, LLC

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XOF Studios, LLC

May 31, 2022

**MEMORANDUM OF AGREEMENT OF OCTOBER 1, 2021
FOR AGREEMENT BETWEEN THE ALLIANCE OF MOTION PICTURE
AND TELEVISION PRODUCERS AND THEATRICAL DRIVERS AND HELPERS,
LOCAL #817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (LOCATIONS)**

This Memorandum of Agreement is entered into between Theatrical Drivers and Helpers, Local #817, International Brotherhood of Teamsters (hereinafter referred to as “Local #817” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Companies listed in Exhibit “A” attached hereto (hereinafter referred to individually as “the Employer” and collectively as “the Employers”), on the other hand.

This Memorandum of Agreement modifies the provisions of the July 1, 2020 Agreement between the Employers and Local #817 for Assistant Location Managers, Location Scouts, Location Coordinators and Location Assistants in the theatrical, motion picture, television and entertainment industries.

This Memorandum of Agreement shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **Term of Agreement**

The Agreement shall have a term of three (3) years, commencing on October 1, 2021 and terminating on September 30, 2024.

2. **Jurisdiction**

Modify Article 2 as follows. The following shall be effective as of the first day of the month following the date on which the AMPTP receives notice from the Motion Picture Industry Pension and Health Plans that the Plans will accept contributions made on behalf of the employees described in the second paragraph of Article 2, below:

“ARTICLE 2. JURISDICTION

“The jurisdiction of the Union shall include the States of New York, New Jersey and Connecticut. That area which is outside the 30-mile radius of New York City’s Columbus Circle shall be a Distant Location, as defined in Article 26 of this Agreement

“An individual employed by the Employer in the States of New York, New Jersey or Connecticut to perform services outside the States of New York, New Jersey and Connecticut but within the United States, its territories or Canada in any of the job

classifications hereinafter set forth shall be covered under this Agreement for pension and health purposes only, unless the employee is required to work under the jurisdiction of another union contract. Pension and health and Individual Account Plan (IAP) contributions for such employees shall be paid at the rates specified in Article 12 ('Motion Picture Industry Pension and Health Plans') and Article 13 ('Motion Picture Industry Individual Account Plan'). The percentage contribution to the Individual Account Plan shall be based upon the minimum hourly straight time rate set forth in the wage scales of this Agreement for the classification in which the employee is employed. All terms and conditions, other than pension, health and IAP contributions, shall be subject to individual negotiation between the employee and the Employer."

3. **Wage Rates**

The minimum hourly wage rates for the term of the Agreement shall be as follows:

| | 10/1/21 - 10/2/21 | 10/3/21 - 10/1/22 | 10/2/22 - 9/30/23 | 10/1/23 - 9/30/24 |
|------------------------|----------------------|----------------------|----------------------|----------------------|
| THEATRICAL | | | | |
| Asst. Loc. Manager | \$30.34 | \$31.25 | \$32.19 | \$33.16 |
| Location Scout | \$28.89 | \$29.76 | \$30.65 | \$31.57 |
| Loc. Dept. Coordinator | \$23.12 | \$26.50 | \$27.50 | \$29.00 |
| Location Assistant | \$18.62 | \$23.50 | \$24.50 | \$26.00 |
| TELEVISION | | | | |
| Asst. Loc. Manager | \$28.89 | \$29.76 | \$30.65 | \$31.57 |
| Location Scout | \$27.51 | \$28.34 | \$29.19 | \$30.07 |
| Loc. Dept. Coordinator | \$22.02 | \$25.33 | \$26.28 | \$27.70 |
| Location Assistant | \$17.73 | \$22.33 | \$23.28 | \$24.70 |

4. **Benefits**

a. **Health Contributions for \$15 Million Contributors**

Increase the "Basic Rate" in Article 12.a. by forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective October 3, 2021; by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective October 2, 2022; and by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective October 1, 2023.

b. **Pension and Health Contributions for Non-\$15 Million Contributors**

Modify Article 12.b of the Agreement as follows:

“b. “Prior to October 2, 2022, An Employer other than a “\$15 Million Contributor” shall pay the following hourly contribution rates to the MPIPHP on behalf of employees employed in job classifications covered under this Agreement (other than for services performed by Entry-Level Location Assistants employed prior to January 1, 2021):

“Active Employees Fund

“Medical (Premium Rate): ~~\$5.613 per hour effective July 1, 2020;~~
 \$6.363 per hour effective October 4, 2020;
 \$7.563 per hour effective October 3, 2021;
“Dental: \$0.187 per hour
“Vision: \$0.05 per hour

“Retired Employees Fund

“Medical: \$0.30 per hour
“Dental: \$0.051 per hour
“Vision: \$0.02 per hour

“Pension Plan \$1.8065 per hour

~~“If any of the above rates increases under the Teamsters Local #817 Casting Directors Agreement, then the above rates shall increase likewise and on the same dates.~~

“Effective October 2, 2022, an Employer that does not qualify as a ‘\$15 Million Contributor’ shall make pension and health contributions to the MPIPHP on behalf of employees employed in job classifications covered under this Agreement at rates based on the determination of the actuaries and consultants to be the actual hourly cost of benefits and approved by the Directors (‘Actual Cost Rate’). These rates shall be reviewed and subject to change not more frequently than once per year. The MPIPHP shall give the Employers not less than ninety (90) days' advance notice of a change in such rates. The ‘Actual Cost Rate’ as of March 2022 is \$16.690 per hour, comprised of \$9.825 per hour to the Active Employees Fund, \$4.905 per hour to the Pension Plan and \$1.96 per hour to the Retired Employees Fund.

“Contributions on behalf of daily and weekly employees shall be made for each hour worked or guaranteed.”

c. **Motion Picture Industry Individual Account Plan**

Increase the contribution rate to the Motion Picture Industry Individual Account Plan under Article 13 by one-half percent (0.5%) effective October 2, 2022 (from two and one-half percent (2.5%) to three percent (3.0%)) and by an additional one-half percent (0.5%) effective October 1, 2023 (from three percent (3.0%) to three and one-half percent (3.5%)).

5. **Paid Sick Leave**

Modify Article 16 as follows:

“ARTICLE 16. **WAIVER OF NEW YORK EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS SICK LEAVE**

“a. Paid Sick Leave in the State of New York: The following is applicable only to employees working under this Agreement in the State of New York:

“i. Commencing June 1, 2022, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of fifty-six (56) hours of sick leave at the beginning of each calendar year (or upon the employee’s commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee’s sick leave based on the number of hours actually worked by an employee during the calendar year if it elects to provide a bank of sick leave. For purposes of this Article 16.a., a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

“ii. Sick leave may be used in minimum increments of four (4) hours upon the oral or written request of an employee, for the following purposes:

“1. For a mental or physical illness, injury, or health condition of the employee or the employee's family member,* regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests leave;

“2. For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member;*” or

“3. For an absence from work due to any of the following reasons when the employee or employee's family member* has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:

“(a) to obtain services from a domestic violence shelter, rape crisis center, or other services program;

“(b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;*”

“(c) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;

“(d) to file a complaint or domestic incident report with law enforcement;

“(e) to meet with a district attorney's office;

“(f) to enroll children in a new school; or

“(g) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member* or to protect those who associate or work with the employee.

“The reasons outlined above in subparagraphs (a) through (g) must be related to the domestic violence, family offense, sexual offense, stalking, or human trafficking. Provided further, that a person who has committed the domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for leave under this Article for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

“* ‘Family member’ shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse or domestic partner. ‘Parent’ shall mean a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child. ‘Child’ shall mean a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.

“iii. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. An Employer may request documentation from an employee confirming their eligibility to take sick leave where the employee uses leave for three or more consecutive and previously scheduled workdays. An Employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

“(a) An attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date that the employee may return to work, or

“(b) An attestation from an employee of their eligibility to leave.

“An Employer may not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of the employee or the employee’s family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing sick leave.

“iv. Eight (8) hours of sick leave pay shall be equal to eight (8) hours’ pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee’s straight time hourly rate. Replacements for weekly employees may be hired on either a daily basis or a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee’s right to paid sick leave.

- “v. An employee’s unused sick leave shall be carried over to the following calendar year; provided, however, that an Employer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 16.a. shall be construed to require an employer to pay an employee for unused sick leave upon the employee's termination, resignation, retirement, or other separation from employment. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer’s obligations to provide paid sick leave under this Article 16.a.
- “vi. No Employer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised his or her rights under this Article, including, but not limited to, requesting sick leave and using sick leave.
- “vii. Upon return to work following any sick leave taken pursuant to this section, an employee shall be restored by the Employer to the position of employment held by the employee prior to any sick leave taken pursuant to this section with the same pay and other terms and conditions of employment, provided that the position continues to exist.
- “viii. Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 16.a. Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.
- “ix. Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.
- “b. Paid Sick Leave Outside of the State of New York: The following is applicable to employees working under this Agreement outside the State of New York:

 - “i. Accrual. Commencing June 1, 2022, eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for

every thirty (30) hours worked for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days for the Employer and after their ninetieth (90th) day of employment with the Employer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

“ii. To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 16.b.

“iii. Eight (8) hours of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. Replacements for weekly employees may be hired on either a daily basis or a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

“iv. Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee’s ‘family member.’** Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

“** ‘Family member’ means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee’s spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

“v. Accrued, unused sick leave is not paid out on termination, resignation or other separation of employment. If the employee is rehired by the Employer within one (1) year of the employee’s separation from employment, the employee’s accrued and unused sick leave is reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

“vi. Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 16.b. The Employer will also indicate which period (i.e., calendar year or the employee’s anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (2) above or which period (i.e., calendar year or the employee’s anniversary date) the Employer selected to apply the bank of three (3) sick days as provided in subparagraph (1) above. Employer also shall notify the Union of the name and contact information of the designated Employer representative or department.

“vii. Any Employer that, as of June 1, 2022, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

“viii. Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.

“c. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

“The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 et seq.); the New York State paid sick leave law (Labor Law Section 196-b); the Westchester County Earned Sick Leave Law (Section 700.36 et seq. of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a et seq.); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No.21-2014); East Orange Code Chapter 140, Section 1 et seq.); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinance of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey (Chapter 132 of the General Legislation of the Township of Montclair, NJ); Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); and Trenton, New Jersey (Ordinance No. 14-45) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the Employer shall memorialize any such waiver for any newly-enacted law by letter agreement.”

6. Four (4) Hour Minimum Call

Add a new Article 19.c. (and renumber the remaining subparagraphs in Article 19 accordingly) as follows:

“c. Notwithstanding anything herein to the contrary, a four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. A weekly employee who reports for a four (4)-hour minimum call shall be paid one-tenth of the weekly rate for each such day. If the employee’s training session exceeds four (4) hours, a daily employee shall be paid for an eight (8) hour minimum call and a weekly employee shall be paid one-fifth of the weekly rate.”

7. **Confirmation re: Article 22 (“Definition of Work”)**

The parties confirm that the sourcing of bathroom locations falls within the scope of the duties outlined in Article 22 (“Definition of Work”) for covered job classifications, including but not limited to Assistant Location Managers.

8. **Use of Employee Car**

Effective October 1, 2023, increase the car allowance payable to Assistant Location Managers and to Location Scouts under Article 23 by \$5.00 per day, unless the Assistant Location Manager or Location Scout is required to travel outside the thirty (30) mile zone, in which case the car allowance shall instead be increased by \$10.00 per day.

9. **Martin Luther King Jr. Day**

Add Martin Luther King Jr. Day to the list of holidays in Article 24, effective January 1, 2022.

10. **Non-Discrimination**

Replace “sexual preference” with “sexual orientation” in Article 31 (“Non-Discrimination”).

11. **Meal Periods and Meal Reimbursements**

Increase the meal reimbursement amounts in Article 34 effective October 1, 2023 to the following: \$11.00 for breakfast, \$12.00 for lunch and \$16.00 for dinner.

12. **Professional Equipment Rental (Kit or Box)**

Modify Article 37.b. to read as follows:

“b. **Professional Equipment Rental (Kit or Box):**

“Prior to [the first Sunday following the AMPTP’s receipt of notice of ratification], Employees covered by this Agreement may negotiate directly with the Employer over the payment of an employee’s entire kit (e.g., computer, camera, cell phone and accessories). Payment for such kit shall be based on either a daily or weekly payment throughout the production, and shall cover equipment required by the Employer to be supplied by an employee.

“Effective [the first Sunday following the AMPTP’s receipt of notice of ratification], employees who are required by the Employer to supply their own equipment shall be paid for their entire kit (e.g., computer, camera, cell phone and accessories) as follows:

“Assistant Location Managers and Location Scouts: twenty dollars (\$20.00) per day (twenty-five dollars (\$25.00) effective October 2, 2022); and

“Location Assistants and Location Department Coordinators: ten dollars (\$10.00) per day.

13. **Diversity, Equity and Inclusion**

Add a new Article 37 (“Diversity, Equity and Inclusion”) (and renumber existing Article 37 as Article 38) to provide:

- “a. Statement of Commitment: Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Employers and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from ‘underrepresented populations’ in order to foster a more inclusive and diverse workforce in the motion picture industry. Historically, ‘underrepresented populations’ have traditionally been defined as women, racial and ethnic minority, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary.

“In connection with this commitment, an individual Employer or the Employers, collectively, may discuss with the Union the development of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by this Agreement, with the goal of enhancing employment for individuals who are underrepresented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided.

- “b. Self-Identification Data: During the 2021 negotiations, the parties discussed the efforts that have been made by the Employers and the Union to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for underrepresented groups and for tracking the success of their efforts to diversify the workforce. To that end, the Union agrees to encourage its members to voluntarily self-identify when requested to do so by the Union or an Employer, including when members are completing new membership paperwork for the Union or start paperwork for an Employer. The Union further agrees to share with the AMPTP or an Employer any diversity statistics that it currently possesses or develops in the future, upon request, no more frequently than twice per year. An Employer which has compiled aggregate diversity statistics covering

this bargaining unit agrees to share the information with the Union upon request, no more frequently than twice per year.”

THEATRICAL DRIVERS AND HELPERS, LOCAL #817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: 
Thomas O'Donnell

Date: June 18, 2022

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN EXHIBIT "A" ATTACHED HERETO

By: 
Carol A. Lombardini

Date: June 17, 2022

EXHIBIT A
AMPTP-Represented Companies

20th Century Studios, Inc.

ABC Signature, LLC fka Touchstone Television Productions, LLC
ABC Studios New York Productions, LLC
Alive and Kicking Inc.
Apple Studios LLC

Big Indie Pictures, Inc.
Bonanza Productions Inc.
Bright Lights Productions, LLC

CBS Studios Inc.
Columbia Pictures Industries, Inc.
Corporate Management Solutions, Inc. dba CMS Productions

Eye Productions Inc.

Focus Features Productions LLC

Ghost Productions, Inc.
GWave Productions, LLC

HBO Entertainment, Inc.
HBO Films, Inc.
Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.

Jax Media, LLC

Kanan Productions, Inc.
Kapital Productions, LLC
Kenwood TV Productions, Inc.

Love It NY Productions, Inc.

Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures, Inc.
MGM Television Entertainment Inc.
Minim Productions, Inc.

Netflix Productions, LLC
Netflix Studios, LLC
New Line Productions, Inc.

On the Brink Productions, Inc.
Open 4 Business Productions LLC

Pacific 2.1 Entertainment Group, Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions Inc.
Picrow, Inc.
Picrow Streaming Inc.

Salty Pictures, Inc.
San Vicente Productions, Inc.
Screen Gem Productions, Inc.
Storyteller Production Co., LLC
STX Productions, LLC

The Film Community LLC
Thoughtful Productions, LLC
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation d/b/a/ 20th Television

Universal City Studios LLC
Universal Content Productions LLC
Universal Television LLC

Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions
World Productions, Inc.

**AGREEMENT OF JULY 1, 2020 BETWEEN THE ALLIANCE OF MOTION PICTURE
AND TELEVISION PRODUCERS AND THEATRICAL DRIVERS AND HELPERS,
LOCAL #817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA
(LOCATIONS)**

This Agreement is entered into as of July 1, 2020 between the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”), on behalf of the Employers listed on Exhibit “A” attached hereto (each hereinafter respectively referred to as "Employer" and collectively referred to as the “Employers”), on the one hand, and Theatrical Drivers and Helpers, Local #817, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as “Local #817” or "Union"), on the other hand.

The terms of this Agreement shall be effective as of July 1, 2020, except when a different date is specified.

WITNESSETH:

WHEREAS, the Union is a duly authorized and recognized representative of Assistant Location Managers, Location Scouts, Location Coordinators and Location Assistants in the theatrical, motion picture, television and entertainment industries.

WHEREAS, the Employer is engaged in the feature motion picture and television business.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of all employees employed by the Employer in the job classifications listed in this Agreement. The Union makes this Agreement on behalf of such employees, the majority of whom the Union warrants are members of the Union in good standing. The Union represents that the terms of this Agreement have been submitted to its membership and have been duly approved thereby.

ARTICLE 2. JURISDICTION

The jurisdiction of the Union shall include the States of New York, New Jersey and Connecticut. That area which is outside the 30-mile radius of New York City’s Columbus Circle shall be a Distant Location, as defined in Article 26 of this Agreement.

ARTICLE 3. TERM OF AGREEMENT

The Agreement shall have a term of fifteen (15) months, commencing on July 1, 2020 and terminating on September 30, 2021.

ARTICLE 4. UNION SECURITY

Employees covered by this Agreement shall, as a condition of employment, become and thereafter remain members in good standing of the Union on and after the thirtieth (30th) day of their employment. All employees covered by this Agreement who subsequently become members of the Union during the effective term of this Agreement shall thereafter remain members in good standing as a condition of continued employment.

- a. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if his/her periodic dues and initiation fees uniformly required as a condition of membership have been tendered, consistent with applicable law.
- b. An employee who has failed to maintain membership in good standing as required by this Article shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.
- c. Producer agrees to inform the Union within seven (7) working days of a newly-hired employee covered by this Agreement. Such notice will include the employee's full name, address, contact information and social security number.

ARTICLE 5. WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS

Wage scales, hours of employment and working conditions shall be as set forth in the "Wage Scales, Hours of Employment and Working Conditions" herein.

ARTICLE 6. PERSONAL SERVICE CONTRACTS

Nothing in this Agreement shall prevent any individual from negotiating better terms and conditions of employment. Upon request, the Employer will provide the Union with deal memos and all personal service contracts to ensure conditions are at least equal to the minimum requirements of this Agreement.

ARTICLE 7. GRIEVANCE AND ARBITRATION

All complaints or disputes involving questions of the interpretation or application of any of the clauses of this Agreement, which complaints or disputes have not been adjusted between the parties, shall be referred to arbitration. An arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be arrived at as promptly as possible and shall be binding and conclusive upon the parties hereto.

ARTICLE 8. NO STRIKE NO LOCKOUT

The Union agrees that, during the period of this Agreement, it will not strike against, picket, boycott or otherwise interfere or curtail the business of the Employer, and the Employer

agrees that there will be no lockout during the same period. The obligations under this Article shall not apply in the event the other party shall fail to comply with an arbitration award rendered against that party pursuant to Article 7 of this Agreement.

ARTICLE 9. CONFLICT WITH LAWS

In the event any provision of this Agreement is in direct conflict with the applicable law, it is understood and agreed that such provision is severable from the remainder of this Agreement and shall not be operative so long as such conflict exists, but shall become operative immediately upon the repeal of said law.

ARTICLE 10. INTERPRETATION

Unless otherwise specifically defined herein, the terms of this Agreement shall be given common meaning in the motion picture and television industry.

ARTICLE 11. HEALTH AND WELFARE AND PENSION CONTRIBUTIONS

During the period from the first day of employment until the completion of production, the Employer will make contributions on behalf of each employee as set forth in this Agreement.

ARTICLE 12. MOTION PICTURE INDUSTRY PENSION AND HEALTH PLANS

- a. An Employer which qualifies as a “\$15 Million Contributor” (see below) shall pay the following hourly contribution rates to the Motion Picture Industry Pension and Health Plans (MPIPHP) on behalf of employees employed in job classifications covered under this Agreement (other than for services performed by Entry-Level Location Assistants employed prior to January 1, 2021):

Active Employees Fund

| | |
|-----------------------|--|
| Medical (Basic Rate): | \$4.413 per hour effective July 1, 2020; \$4.513 per effective October 4, 2020; |
| Dental: | \$0.187 per hour |
| Vision: | \$0.05 per hour |

Retired Employees Fund

| | |
|----------|------------------|
| Medical: | \$0.30 per hour |
| Dental: | \$0.051 per hour |
| Vision: | \$0.02 per hour |

Pension Plan

\$1.8065 per hour

It is understood that any related or affiliated entity of an Employer that qualifies as a “15 Million Contributor” that exists now or may exist in the future, and any entity currently or hereafter recognized by the MPHPIP as a “\$15 Million Contributor,” is also considered a “\$15 Million Contributor.”

- b. An Employer other than a \$15 Million Contributor” shall pay the following hourly contribution rates to the MPIPHP on behalf of employees employed in job classifications covered under this Agreement (other than for services performed by Entry-Level Location Assistants employed prior to January 1, 2021):

| | |
|---------------------------------------|--|
| <u>Active Employees Fund</u> | |
| Medical (Premium Rate) ¹ : | \$5.613 per hour effective July 1, 2020; \$6.363 per effective October 4, 2020; |
| Dental: | \$0.187 per hour |
| Vision: | \$0.05 per hour |

| | |
|-------------------------------|------------------|
| <u>Retired Employees Fund</u> | |
| Medical: | \$0.30 per hour |
| Dental: | \$0.051 per hour |
| Vision: | \$0.02 per hour |

| | |
|---------------------|-------------------|
| <u>Pension Plan</u> | \$1.8065 per hour |
|---------------------|-------------------|

If any of the above rates increases under the Teamsters Local #817 Casting Directors Agreement, then the above rates shall increase likewise and on the same dates.

Contributions on behalf of daily and weekly employees shall be made for each hour worked or guaranteed.

- c. If, at any time during the term of this Agreement, the consultants for the Health and Pension Plans project that the level of reserves in the Active Employees Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Plan will fall below eight (8) months, then the Union will reallocate up to one percent (1%) from the Individual Account Plan until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of this Agreement.

ARTICLE 13. MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

The Employer shall contribute to the Motion Picture Industry Individual Account Plan for all covered employees (other than for services performed by Entry-Level Location Assistants employed prior to January 1, 2021) as follows:

Two and one-half percent (2.5%) of the minimum hourly straight time rate set forth in the wage scales of this Agreement for all hours worked in a day up to a maximum of twelve (12) hours.

¹ The Premium Rate applies to Employers other than “\$15 Million Contributors” in recognition of the disproportionate level of Post ‘60s and Supplemental Market contributions made to the Motion Picture Industry Pension and Health Plans by those Employers which qualify as “\$15 Million Contributors.”

ARTICLE 14. SPECIAL CONDITIONS FOR ENTRY-LEVEL LOCATION ASSISTANTS

Prior to January 1, 2021, Employer shall not be required to make contributions under Article 11, 12 and 13 above on behalf of individuals employed as Entry-Level Location Assistants, defined as someone who has worked less than a total of 180 workdays as a Location Assistant in the Motion Picture and Television Industry. The Employer shall be required to make contributions on behalf of all such individuals in its employ commencing on the 181st day of employment and thereafter. The Employer and the Union agree to utilize payroll records to verify days worked for this purpose and the Employer will instruct the payroll company to provide the Union with payroll information on a quarterly basis. The Employer is required to notify the Union of a Location Assistant's status as entry-level or not entry-level and will cooperate in good faith to establish a streamlined system for making such verifications.

Effective January 1, 2021, the Employer shall make contributions pursuant to Article 11, 12 and 13 above on behalf of all individuals employed as a Location Assistant, regardless of the number of days that the individual has worked as a Location Assistant in the Motion Picture and Television Industry.

ARTICLE 15. MULTI -EMPLOYER BARGAINING UNIT

The bargaining unit covered by this Agreement is a single multi-employer unit consisting of the Companies listed in Exhibit "A" and those Employers who have and may hereafter become parties to this Agreement and who voluntarily signify their consent, in writing, to be part of this multi-employer bargaining unit and to be bound by this Agreement and any amendments, extensions or renewals thereof.

ARTICLE 16. WAIVER OF NEW YORK EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State paid sick leave law (Labor Law Section 196-b); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No.21-2014); East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinance of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); and Trenton, New Jersey (Ordinance No. 14-45) and any other ordinance, statute or law

requiring paid sick leave that is hereafter enacted. It is understood that the Union and the Employer shall memorialize any such waiver for any newly-enacted law by letter agreement.

ARTICLE 17. WAGE SCALES

a. Minimum Hourly Wage Rates

| | |
|---------------------------------|---------------------|
| THEATRICAL | 7/1/20 – 9/30/21 |
| Assistant Location Manager | \$30.34 |
| Location Scout | \$28.89 |
| Location Department Coordinator | \$23.12 |
| Location Assistant | \$18.62 |

| | |
|---------------------------------|---------------------|
| TELEVISION | 7/1/20 – 9/30/21 |
| Assistant Location Manager | \$28.89 |
| Location Scout | \$27.51 |
| Location Department Coordinator | \$22.02 |
| Location Assistant | \$17.73 |

b. Individual Negotiations

Nothing herein shall prevent any individual covered by this Agreement from negotiating directly with an Employer and entering into an individual agreement with respect to better terms and conditions of employment.

ARTICLE 18. CLASSIFICATION AND WAGE SCHEDULE

Each employee shall be notified at the time of his/her employment of the classification and wage schedule under which he/she has been employed. When an employee works any part of the workday in a higher pay classification, the employee shall be paid the higher pay rate for the entire workday. There shall be no layoffs or other reductions solely to avoid any premium pay.

ARTICLE 19. MINIMUM GUARANTEES

a. Weekly Employees

Employees hired on a weekly basis are guaranteed a minimum of five (5) consecutive days at the rates set forth above. A Weekly Employee working for a fractional workweek at the beginning or end of his/her employment shall be paid one-fifth (1/5) of his/her Weekly rate per day (including holidays not worked.)

Employees employed on a weekly basis in the classifications of Assistant Location Manager, Location Scout, Location Department Coordinator and Location Assistant shall be guaranteed a sixty (60) hour workweek.

The minimum guarantee for a Weekly Employee for work on a sixth or seventh day in a workweek or on a holiday shall be eight (8) hours.

b. Daily Employees

Employees hired on a daily basis shall receive an eight (8) hour guarantee on any workday.

c. Studio Workweek

The workweek shall consist of any five (5) consecutive days out of seven (7) consecutive days, commencing with the first of such five (5) days. A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday shall be paid at double time for those hours worked on the calendar holiday.

d. Overtime

- i. Weekly Employees: Weekly Employees shall be paid premium pay at one and one-half times their hourly rate of pay for all hours worked, or part thereof, after eight (8) hours in a day; or for all hours worked, or part thereof, after sixty (60) hours in a workweek.
- ii. Daily Employees: Daily Employees shall be paid premium pay at one and one-half times their hourly rate of pay for all hours worked, or part thereof, after eight (8) hours in a day, up to and including the twelfth hour.

After the twelfth hour, Daily Employees shall receive double time for all hours worked, or part thereof, after twelve (12) hours in a day.

- iii. Overtime for Weekly and Daily Employees shall be paid in ten (10) minute increments.
- e. Sixth or Seventh Day Worked: If an employee is required to work on the sixth or seventh day within the employee's workweek, he/she shall be paid one and one-half times the hourly rate of pay for all hours worked, or part thereof, for the sixth or seventh day so worked.
- f. Seventh Consecutive Day Worked or Work on a Holiday: If an employee is required to work on a holiday as recognized in this Agreement or on the seventh consecutive day within the employee's workweek, the employee shall be paid two times the hourly rate of pay for all hours worked, or part thereof, for each holiday, or for each such seventh day worked.

- g. An employee shall not be replaced on a production for the purpose of avoiding premium pay for the sixth or seventh consecutive days worked in a workweek.

ARTICLE 20. CANCELLATION OF CALL

The Employer may cancel the call of any employee subject to this Agreement by notifying the employee no later than 8:00 p.m. on the evening before the day of the call. If the Employer fails to notify an employee of a cancelled call by 8:00 p.m. on the evening before the day of the call, such employee shall be paid as if he/she worked the call.

ARTICLE 21. REST PERIODS

All employees shall be entitled to a minimum of eight (8) hours of rest between calls. When the rest period is invaded, such employee shall receive double time (2X) at the applicable weekly rate until such employee receives eight (8) hours of rest. It is understood that the double time (2X) at the applicable weekly rate under this provision shall not be compounded with any other overtime.

ARTICLE 22. DEFINITION OF WORK

The duties assigned to the job classifications covered by this Agreement, while not specifically set forth in detail, will be consistent with the general custom and practice of past work assignments on the Employers' productions. The description of duties in this Article is not intended, nor shall it be construed, to enlarge or diminish the professional duties of the Assistant Location Manager, Location Scout, Location Coordinator and Location Assistant, as such duties are presently and were heretofore customarily performed in motion picture and television productions done within the geographical scope of this Agreement. The duties set forth below are customarily assigned to bargaining unit employees.

Assistant Location Manager duties are: following the direction of the Location Manager and overseeing all aspects of the Location Department's functions in serving the needs of the production.

Location Scout duties are: the search for locations for future use by productions and the securing of necessary permits and other required documentation for use of locations.

Location Coordinator duties are: working in the Production Office, coordinating the daily work of and providing clerical support for the Location Department.

Location Assistant duties are: maintaining the negotiated condition and the use of location sites (set) and support spaces, in accordance with rental contracts or governmental permits. The Location Assistant serves as a liaison between the Location Department and worksite and communities (*e.g.*, generating and distributing letters, set and directional signs, etc.).

Further, as it relates to the limited description of duties set forth above, many specific functions are not exclusive and may be performed by any individual working in any covered job classification (*e.g.*, answering phones, making copies, completing particular forms) and, consistent with longstanding custom and practice, are not exclusive to any particular job classification.

It is understood that members of the Location Department employed under this Agreement are under the direction of the Location Manager. The Employer agrees that the utilization of Assistant Location Manager, Location Scout, Location Coordinator and Location Assistant shall not be unreasonably withheld.

It is the intention of the parties to protect and preserve bargaining unit work for bargaining unit employees. The Employer will not give work to non-bargaining unit employees which is normally performed by bargaining unit employees when qualified bargaining unit employees are available.

ARTICLE 23. USE OF EMPLOYEE CAR

If the Employer requires the employee to use his/her car in the performance of the employee's duties, the Employer shall have the choice to either:

Pay a car allowance of fifty dollars (\$50.00) for each day the car is required by the Employer and, in addition, reimburse for the cost of fuel used in the performance of such duties upon the employee's submission of receipts or other such documentation required by the Employer; or

Pay a car allowance of seventy dollars (\$70.00) for each day the car is required by the Employer, which shall include any fuel costs incurred by such employee.

The car allowance elected above by the Employer shall be paid in the employee's weekly paycheck.

In addition to the above, the Employer shall reimburse the employee for tolls and parking upon the employee's submission of receipts or other such documentation required by the Employer.

The Employer may elect to provide the employee with a vehicle and pay the vehicle's operating cost instead of paying the car allowance for the use of the employee's car.

It is understood that not all employees working under this Agreement will need a car for the performance of their duties and that the decision to provide such employee with a car or to pay an employee for the use of the employee's car is solely at the discretion of the Employer.

ARTICLE 24. HOLIDAYS

The following are paid holidays: New Year's Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if the holiday falls on Sunday, the following Monday shall be considered the holiday, except that on distant locations, Saturday holidays will be recognized on Saturday.

If a daily employee works the day before and the day after such holiday, then such daily employee shall be entitled to 8 hours of pay for such holiday.

ARTICLE 25. NEARBY LOCATION DEFINITIONS AND WORKING CONDITIONS

Nearby Location Defined: Nearby Locations are those locations outside a 30-mile radius of Columbus Circle in New York City on which employees are not lodged overnight but return to the studio or home at the end of the workday.

Working Conditions: Studio Rates and Working Conditions shall prevail on Nearby Locations.

ARTICLE 26. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS

a. Distant Location Defined.

Distant Locations are locations on which the employee is required to remain away and be lodged overnight.

b. Working Conditions:

- i. Employees shall be entitled to reimbursement for actual room and board expenses on location with a minimum of \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner. Each employee shall be entitled to a single room and first class accommodations.
- ii. Notwithstanding any of the other provisions of this Agreement, the following shall apply to all employees with respect to the sixth and seventh days in the employee's workweek on Distant Location:

1. An employee who is on Distant Location for six (6) or seven (7) days in a workweek shall receive for the sixth day not worked an allowance equal to eight (8) straight hours of pay and eight (8) hours of benefit contributions.
2. If an employee works six (6) days in a workweek on Distant Location, the employee shall be paid an additional amount equal to one and one-half times one-fifth (1/5) of the schedule studio minimum salary in effect.
3. If an employee works seven (7) consecutive days within a workweek on Distant Location, the employee shall be paid an additional two (2) times one-fifth of the scheduled studio minimum weekly rate in effect for each such seventh day worked.

iii. Holidays on Distant Location

If an employee is required to work on a recognized holiday on Distant Location, the employer shall pay the employee an additional two (2) times one-fifth (1/5) of the scheduled studio minimum weekly rate in effect for each such holiday worked.

iv. Traveling Expenses and Accommodations

1. Traveling Expenses: The employee's necessary traveling expenses, meals and lodging shall be provided at the Employer's expense. The Employer shall provide coach class for domestic flights when the flight is non-stop from departure to final destination. The Employer shall provide business class for all other flights when available.

Baggage fees and in-flight meals for coach class air travel shall be reimbursed by the Employer provided that a request for reimbursement with appropriate receipts is submitted within thirty (30) days after the flight. Employees on Distant Location shall be entitled to single room housing.

2. Travel Insurance: The Employer shall provide accidental death insurance in a sum not less than one hundred thousand dollars (\$100,000) for the benefit of the employee's designated beneficiary when the employee is required to travel in transportation furnished by the Employer.

ARTICLE 27. HAZARDOUS WORK

Employees may refuse to work in hazardous situations without jeopardizing work opportunities. If an employee chooses to work in a hazardous situation, the employee shall negotiate a fee with the Employer in advance for such work.

ARTICLE 28. AIRCRAFT PAY

When the Employer directs an employee to take pictures or scout locations while airborne, the Employer shall provide the employee with an allowance that is between sixty dollars (\$60.00) and one hundred eighty dollars (\$180.00) per flight in any single shift of work. The allowance is paid in addition to the employee's applicable rate of pay.

ARTICLE 29. EARNINGS REPORTS

At the end of each quarter, the Employer will submit to the Union a list of its employees subject to this Agreement showing each employee's earnings for that quarter.

ARTICLE 30. STUDIO PASS/ACCESS

The designated representatives of the Union shall be permitted reasonable access to all production sites where persons covered by this Agreement are performing services. The Union representatives shall be permitted to visit any part of the production site necessary to conduct Union business during working hours.

ARTICLE 31. NON-DISCRIMINATION

There shall be no discrimination against any employee due to race, color, creed, religion, sex, sexual preference, age, qualified disability, national origin or union membership, as

provided in federal and state legislation. Disputes arising under this provision are not subject to Article 7 "Grievance and Arbitration;" such disputes are instead subject to non-binding mediation.

ARTICLE 32. REPORTING OF ACCIDENTS

The nature and place of hospitalization of all accident cases requiring hospitalizations shall be reported to the Union by the Employer as soon as possible after the accident.

ARTICLE 33. JURISDICTIONAL DISPUTES

The Union agrees to cooperate in good faith with the Producer and other Local Unions and Guilds within the industry in working out a method for the determination of jurisdictional disputes without work stoppages. Appropriate clauses shall be incorporated in this Agreement to cover any method that shall be agreed upon.

ARTICLE 34. MEAL PERIODS AND MEAL REIMBURSEMENT

Reasonable time for meals shall be allowed all employees employed under this Agreement. If a meal has not been provided, employees shall be entitled to reimbursement for \$9.50 for breakfast, \$11.00 for lunch and \$14.50 for dinner, contingent upon submission of receipts for such meals.

ARTICLE 35. REIMBURSEMENT OF STOLEN CASH FUNDS

The employee shall not be required to reimburse cash funds advanced by the Employer which are stolen, provided the theft is verified and the employee has exercised due diligence in caring for the funds. In any dispute concerning the Employer's right to require reimbursement, the employee shall have the burden of verifying the theft.

ARTICLE 36. LATE PAYMENTS

If an employee does not receive payment of wages or salary on a timely basis, Employer shall, within three (3) days after being so notified by the employee or Union, issue a check in payment of same to the employee.

ARTICLE 37. MISCELLANEOUS PROVISIONS

- a. Documents: Upon request by the Union, the Employer shall provide the Union with access to all payroll documents, start forms, and other employee records for all employees working in covered crafts and classifications. The Employer shall cooperate in good faith with the Union in any audit of this production undertaken by the Union or its agents. Upon request by the Union, the Employer shall provide the Union a complete current crew list which notes those employees' classifications.
- b. Professional Equipment Rental (Kit or Box): Employees covered by this Agreement may negotiate directly with the Employer over the payment of an employee's entire kit (*e.g.*, computer, camera, cell phone and accessories). Payment for such kit shall be based on

either a daily or weekly payment throughout the production, and shall cover equipment required by the Employer to be supplied by an employee.

- c. Petty Cash: The Employer shall reimburse employees for pre-approved and authorized out-of-pocket expenses incurred in the course and scope of employment. The employee shall not be expected to go "out-of-pocket" for any production-related expenses when petty cash is not returned or available. Petty cash shall be turned around within forty-eight (48) hours after receipts have been turned into Employer.

THEATRICAL DRIVERS AND HELPERS, LOCAL #817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By:  Date: 9/10/21
Thomas O'Donnell

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN EXHIBIT "A" ATTACHED HERETO


By:  Date: September 21, 2021
Carol A. Lombardini

EXHIBIT A
Employers Represented by the AMPTP
in the 2020 Local #817 (Locations) Negotiations

| | |
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| 20 th Century Film Corporation 40 North Productions, LLC | Minim Productions, Inc. |
| ABC Studios New York Productions, LLC Atlantic Pictures, LLC Apple Studios LLC | New Line Productions, Inc. Nova Prime, Inc. |
| Back Breaker Films, Inc. Big Indie Pictures, Inc. Blaze Films, Inc. Bonanza Productions Inc. | On the Brink Productions, Inc. Open 4 Business Productions LLC |
| CBS Studios Inc. Columbia Pictures Industries, Inc. Corporate Management Solutions, Inc. dba CMS Productions Cranetown Media LLC | Pacific 2.1 Entertainment Group Paramount Pictures Corporation Paramount Worldwide Productions Inc. Passenger Productions, Inc. Picrow, Inc. Picrow Streaming Inc. |
| Eye Productions Inc. | Queens LLC |
| Focus Features Productions LLC | Radius Films, Inc. Restless Productions, Inc. |
| Garden Films Productions, LLC Ghost Productions, Inc. Gravitational Productions, LLC GWave Productions, LLC | Sacrificial Love Productions, LLC Salty Pictures, Inc. San Vicente Productions, Inc. Sevenheads Productions, LLC SM Film Productions, Inc. Sony Pictures Television, Inc. Storyteller Production Co., LLC STX Productions, LLC |
| HBO Entertainment, Inc. HBO Films, Inc. Hop, Skip & Jump Productions, Inc. Horizon Scripted Television Inc. | Thoughtful Productions, LLC Tibernia Productions, Inc. TriStar Productions, Inc. Turner Films, Inc. |
| Jax Media, LLC | Universal City Studios LLC Universal Content Productions LLC Universal Television LLC |
| Kanan Productions, Inc. Kapital Productions LLC Kenwood TV Productions, Inc. | Warner Bros. Pictures Warner Bros. Television Warner Specialty Productions Inc. wiip Productions, LLC World Productions, Inc. |
| Lions Gate Productions, LLC Love It NY Productions, Inc. L.O.Z. Productions, Inc. | Y and R Productions, LLC |
| Mesquite Productions, LLC Metro-Goldwyn-Mayer Pictures Inc. MGM Television Entertainment Inc. 00229670.DOCX; 3 | |

Letter of Agreement

Assistant Location Managers Employed Under the DGA Basic Agreement

Whereas, the Employers and Local #817, International Brotherhood of Teamsters (“Local #817”) have entered into a collective bargaining agreement (“CBA”) covering Assistant Location Managers, Location Scouts, Location Coordinators and Location Assistants; and

Whereas the CBA is binding on those Employers who consent in writing to be bound thereby and to this Letter of Agreement; and

Whereas the CBA provides for the signatory Employer to make benefit fund contributions to the Motion Picture Industry Pension and Health Plans (“MPIPHP”) on behalf of covered Assistant Location Managers, Location Scouts, Locations Coordinators, and Location Assistants; and

Whereas some signatories to this CBA are also signatory to the Directors Guild of America (DGA) Basic Agreement; and

Whereas Local #817 and the Employer desire to modify the CBA to exclude from the bargaining unit individuals who have been employed under the DGA Basic Agreement and participated in the DGA benefit plans prior to July 1, 2017; and

Whereas Local #817 and the Employer have identified the individuals who meet the foregoing criteria and whose employment will not be covered by this CBA, and have agreed that those individuals will continue working as Assistant Location Managers under the DGA Basic Agreement, so that Employers which are signatory to both the CBA and the DGA Basic Agreement shall continue to make benefit contributions on their behalf to the DGA Plans instead of the MPIPHP.

Now and Therefore, Local #817, the Employer and the DGA agree that the following individuals to whom this CBA Letter of Agreement applies will be excluded from the bargaining unit covered by this CBA:


1. Mara Alcala
2. Matthew Bernstein
3. Paul Eskenazi
4. Scott Ferlisi
5. Trish Gray
6. Steve Grivno
7. Jose Guerrero
8. Charlyne Hopson
9. Sean Inseher
10. Justin Kron CBS/Warner
11. Ronnie Kupferwasser
12. Michael Nickodem
13. David Occhino

- 14. Hyo Park
- 15. Lauri Pitkus
- 16. Justin Rosini
- 17. Tom Sexton
- 18. Aiden Sleeper
- 19. Louis Zuppardi

THEATRICAL DRIVERS AND HELPERS, LOCAL #817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By:  Date: 9/21/21
Thomas O'Donnell

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN EXHIBIT "A" ATTACHED HERETO

By:  Date: September 21, 2021
Carol A. Lombardini