

August 2, 2024

**MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024
BETWEEN ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
AND STUDIO TRANSPORTATION DRIVERS, LOCAL 399**

This Memorandum of Agreement is entered into as of August 1, 2024 between Studio Transportation Drivers, Local 399 of the International Brotherhood of Teamsters (hereinafter "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of those Producers listed on Attachment 1 hereto (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers"), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language with conforming changes to be made as applicable. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise. This Memorandum of Agreement shall be subject to ratification by the membership of the Union.

EFFECT OF CHANGES

All of the provisions of the current collective bargaining agreement between these parties shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the 2021 Producer – Studio Transportation Drivers, Local 399 Agreement (hereinafter "2021 Agreement") to create the 2024 Producer – Studio Transportation Drivers, Local 399 Agreement (hereinafter "the 2024 Agreement").

The provisions herein shall be effective on August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, 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**

The term of the 2024 Agreement shall be for three (3) years, commencing on August 1, 2024 and terminating on July 31, 2027.

2. **Wages**

Except as otherwise provided herein (including in Items 5.a., 10 and 27.a. below), increase the minimum contract wage rates in the 2021 Agreement by seven percent (7%) effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*]; by an additional four percent (4%) effective [*insert date that is August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*]; and by an additional three and one-half percent (3.5%) effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*]. These increases shall be compounded.

3. **Benefits**

a. **Increase Hourly Contribution Rate(s) to the Health Plan**

- i. Increase all hourly contribution rates to the Active Employees Fund (see Article 11(b)(1), (2) and (3)) of the 2021 Agreement by one dollar and nine cents (\$1.09) per hour effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*].
- ii. Increase the “Basic Rate” in Article 11(b)(1) of the 2021 Agreement for Producers which qualify as a “\$15 Million Contributor” and the rate for contributors covered under Article 11(b)(3) of the 2021 Agreement by an additional thirty cents (\$0.30) per hour for each hour worked by or guaranteed an employee effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*], by an additional forty-five cents (\$0.45) per hour for each hour worked by or guaranteed an employee effective [*August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] and by an additional forty-five cents (\$0.45) per hour for each hour worked by or guaranteed an employee effective [*August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].
- iii. In recognition of the disproportionate level of Post ‘60s and Supplemental Market contributions made to the Motion Picture Industry Pension and Health Plans by certain signatory Producers, the parties agree to increase the contribution rate in Article 13(a) of the 2021 Agreement for Producers

which do not qualify as a “\$15 Million Contributor” by fifty-six cents (\$0.56) per hour for each hour worked by or guaranteed an employee effective [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later], and to increase the “Premium Rate” in Article 11(b)(2) of the 2021 Agreement for Producers which do not qualify as a “\$15 Million Contributor” by an additional eighty-six cents (\$0.86) per hour for each hour worked by or guaranteed an employee effective [August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later] and by an additional eighty-six cents (\$0.86) per hour for each hour worked by or guaranteed an employee effective [August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later].

b. **High Budget SVOD Primary Market Contribution, Performance Metric Bonus Contribution and Secondary Market Contribution**

Add a new Article to the 2021 Agreement to provide as follows:

“[] **Reuse of High Budget SVOD Programs**

“For purposes of this Article [], ‘High Budget SVOD Programs’ are defined as original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following ‘high budget’ criteria:

<u>Length of Program as Initially Exhibited*</u>	<u>‘High Budget’ Threshold</u>
“ <u>20-35 Minutes</u>	<u>\$1,300,000 and above</u>
“ <u>36-65 Minutes</u>	<u>\$2,500,000 and above</u>
“ <u>66 Minutes or more</u>	<u>\$3,000,000 and above</u>

“* Programs less than 20 minutes are not considered “high budget” for the purpose of this Article, regardless of their budgets.

“Only those covered High Budget SVOD Programs, on which two (2) or more ‘employees employed by Producer under this Agreement,’ as that term is used in Article 15(a) and in Article 21(a)(2) of this Agreement, are so employed shall generate residual payments and then only in accordance with the following. It is understood that any such High Budget SVOD Program, High Budget SVOD

mini-series or season of a High Budget SVOD series which commences principal photography during the term of the 2024 Agreement shall be governed by the residual formulas set forth in this subparagraph (a) of the 2024 Agreement in perpetuity.

(a) High Budget SVOD Programs Subject to a Primary Market Contribution

“(1) The provisions of this subparagraph (a) apply to the following live action High Budget SVOD Programs:

“(i) any new season of a live action High Budget SVOD series for which principal photography of the first episode of the season commences on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later];

“(ii) any live action High Budget SVOD mini-series for which principal photography of the first part of such mini-series commences on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]; and

“(iii) one-time live action High Budget SVOD programs which commence principal photography on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].

“(2) The Producer shall have the right to use a one-time live action High Budget SVOD Program, High Budget SVOD mini-series and season of a High Budget SVOD series on all subscription video-on-demand consumer pay platforms worldwide for a period commencing with the initial availability of the Program on any such platform and continuing for ninety (90) consecutive days thereafter in the case of a one-time Program (ninety (90) consecutive days after the initial exhibition of the last part of the mini-series in the case of a mini-series; and ninety (90) consecutive days after the initial exhibition of the last episode of the season in the case of a series) ('Initial Exhibition Period'), without payment of residuals for such use.

“(3) In the event that the Producer makes available the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of the High Budget SVOD series on any subscription video-on-demand consumer pay platform beyond the Initial Exhibition Period defined in subparagraph (a)(2) above, the Producer shall make a payment to the Motion

Picture Industry Health Plan (such payment hereinafter referred to as the ‘High Budget SVOD Primary Market Contribution’) for each Exhibition Year, as set forth below. Payment of the applicable High Budget SVOD Primary Market Contribution for each Exhibition Year shall cover a fifty-two (52) consecutive week period of use of the one-time High Budget SVOD Program, mini-series or season of the series on all subscription video-on-demand consumer pay platforms worldwide, commencing upon expiration of the Initial Exhibition Period or upon commencement of the subsequent Exhibition Year, as applicable.

“The applicable High Budget SVOD Primary Market Contribution shall be calculated by multiplying the total number of hours for which hourly contributions were due for employees employed under this Agreement on such one-time High Budget SVOD Program, High Budget SVOD mini-series or season of the High Budget SVOD series by the applicable Exhibition Year contribution rate set forth below:

<u>Exhibition Year</u>	<u>Contribution Rate</u>
Year 1	Two dollars (\$2.00) per hour
Year 2	One dollar and fifty cents (\$1.50) per hour
Year 3	Seventy-five cents (\$0.75) per hour
Year 4	Fifty cents (\$0.50) per hour
Year 5	Ten cents (\$0.10) per hour
Year 6	Five cents (\$0.05) per hour
Year 7	Five cents (\$0.05) per hour
Year 8	Five cents (\$0.05) per hour
Year 9	Three and one-half cents (\$0.035) per hour
Year 10	Three and one-half cents (\$0.035) per hour
Year 11	Three and one-half cents (\$0.035) per hour
Year 12	Three and one-half cents (\$0.035) per hour
Each Exhibition Year Thereafter	Two cents (\$0.02) per hour

“If fewer than all episodes of the season of the High Budget SVOD series are made available for exhibition during any Exhibition Year after the first, payment of the High Budget SVOD Primary Market Contribution shall be calculated based upon the total number of hours for which hourly contributions were due for employees employed under this Agreement on those episodes which are made available for exhibition.

“(4) Exhibition Year 1 as provided in subparagraph (a)(3) above shall commence on the first day that the one-time High Budget SVOD Program, the High Budget SVOD mini-series or the season of the High Budget SVOD

series, as applicable, is made available for exhibition on any subscription video-on-demand consumer pay platform after the conclusion of the Initial Exhibition Period defined in subparagraph (a)(2) above. Payment therefor shall be due within sixty (60) calendar days following the close of the calendar quarter in which Exhibition Year 1 commenced.

“Each Exhibition Year thereafter as provided in subparagraph (a)(3) above shall commence with the first day that the one-time High Budget SVOD Program, the High Budget SVOD mini-series or the season of the High Budget SVOD series, as applicable, is made available for exhibition on any subscription video-on-demand consumer pay platform following the expiration of the prior Exhibition Year. Payment therefor shall be due within sixty (60) calendar days following the close of the calendar quarter in which such Exhibition Year commenced.

“Payment of the foregoing amounts covers all uses of the one-time live action High Budget SVOD Program, live action High Budget SVOD mini-series or season of the live action High Budget SVOD series in all markets in perpetuity, except as otherwise provided in this Article [].

“(5) ‘Performance-Metric’ Bonus Contribution

“The following applies to a one-time live action High Budget SVOD Program, High Budget SVOD mini-series and season of a High Budget SVOD series that is eligible for a High Budget SVOD Primary Market Contribution pursuant to Article [], subparagraph (a) above.

“Producer shall make an additional contribution to the Motion Picture Industry Pension Plan for each one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series that has a ‘performance metric’ (see definition in subparagraph (i) below) of twenty percent (20%) or more on the SVOD service for which it was made (‘SVOD Service’).

“(i) Definition of ‘Performance Metric’^[1]

“The ‘performance metric’ is calculated by dividing the total number of ‘domestic views’ (see definition in subparagraph (ii) below) by the total number of domestic subscribers.^[1]

$$\text{“Performance Metric} = \frac{\# \text{ Domestic Views}}{\# \text{ Domestic Subscribers}}$$

“(ii) Definition of ‘Domestic Views’

“The number of ‘domestic views’ of a live action High Budget SVOD mini-series or season of a live action High Budget SVOD series is calculated by dividing the total hours streamed domestically during the first ninety (90) days after each episode in the season of a live action High Budget SVOD series or each part of a live action High Budget SVOD mini-series is made available on the SVOD Service by the total runtime of all episodes in the season or all parts of a mini-series.

“For a one-time live action High Budget SVOD Program, the number of ‘domestic views’ is calculated by dividing the total hours streamed domestically on the SVOD Service during the first ninety (90) days after the one-time live action High Budget SVOD Program is made available on the

^[1] Producer may rely on the determination by the SVOD Service whether eligibility for the ‘performance metric’ has been met for any covered High Budget SVOD Program. Subparagraph (vi) is the sole mechanism for the Motion Picture Industry Pension Plan to verify information about the ‘performance-metric’ bonus or its calculation.

^[1] For purposes of determining the ‘performance metric’ bonus contribution, the SVOD Service shall determine the number of domestic subscribers as of July 1st of each year of the Agreement. The SVOD Service shall apply that number when the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series is first made available on the SVOD Service on or after July 1st of the measuring year but not later than June 30th of the following year. Likewise, the SVOD Service shall make a separate determination of the number of domestic subscribers for each subsequent Exhibition Year as of July 1st of each year of the Agreement by applying that number on the first day that the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series is made available in any second or subsequent Exhibition Year on or after July 1st of the measuring year but no later than June 30th of the following year. For example, if an SVOD Service has 25 million domestic subscribers as of July 1, 2023 and makes the first episode of the first season of a High Budget SVOD series available on March 1, 2024, the applicable number of domestic subscribers is 25 million for purposes of calculating the ‘performance metric’ bonus for that season of the series.

SVOD Service by the total runtime of the one-time live action High Budget SVOD Program.

“(Both the hours streamed and the runtime are determined by rounding to the nearest one-tenth (1/10th) hour.)

“Views = $\frac{\text{Total Hours Streamed Domestically in 1st 90 Days}}{\text{Total Runtime (in hours)}}$

“(iii) Subsequent Year Eligibility

“Eligibility for the ‘performance-metric’ bonus contribution shall also be determined for each subsequent Exhibition Year as defined in Paragraph (a)(3) above. The formula for determining eligibility is the same as provided in paragraphs (i) and (ii) above, except that the total hours streamed are counted for the first ninety (90) days of the subsequent Exhibition Year.

“(iv) If the ‘performance metric’ is met, the Producer shall make an additional payment of one hundred percent (100%) of the High Budget SVOD Primary Market Contribution for the applicable Exhibition Year to the Motion Picture Industry Pension Plan.

“Payment of the ‘performance-metric’ bonus contribution shall be due sixty (60) days after the end of the calendar quarter in which the ninety (90) day measuring period for domestic views is complete.

“(v) Example: Program XYZ is a High Budget SVOD series with ten (10) episodes in its second season that are each 35 minutes in length. Principal photography for the second season commenced on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]. At all relevant times, the SVOD Service has fifty million (50,000,000) domestic subscribers. Collectively, all episodes of the second season of Program XYZ had seventy million (70,000,000) hours streamed domestically in the first ninety (90) days after the episodes were made available on the SVOD Service.

“To determine whether the second season of Program XYZ qualifies for a ‘performance-metric’ bonus contribution in its first Exhibition Year, the total number of domestic views is determined by dividing the total number of domestic hours streamed (seventy million (70,000,000) hours) of all episodes in the second season by the total runtime in hours (5.8 hours rounded as provided herein) of the second season. The ‘performance metric’ is then

determined by dividing the total number of domestic views (70 million/5.8 hours) by the total number of domestic subscribers (50 million).

$$\text{“Domestic Views} = \frac{\text{Total Domestic Hours Streamed}}{\text{Total Runtime (in hours)}} = \frac{70M}{5.8}$$

$$\text{“Performance Metric} = \frac{\text{Domestic Views}}{\text{Total Number of Domestic Subscribers}}$$

$$\text{“= [70M hours} \div 5.8 \text{ hours]} \div 50M \text{ domestic subscribers}$$

“= 0.241 (or 24.1%), which is greater than the twenty percent (20%) threshold for payment and would, therefore, trigger payment of the ‘performance-metric’ bonus contribution.

“Producer shall make an additional contribution in the amount of 100% of the High Budget SVOD Primary Market Contribution that applies to Exhibition Year 1 of the second season of Program XYZ to the Motion Picture Industry Pension Plan.

“(vi) Should the Motion Picture Industry Pension Plan provide written notice to the SVOD Service and the Producer that it disputes whether a covered High Budget SVOD Program qualifies for a ‘performance-metric’ bonus contribution, the dispute shall be submitted promptly to a third party jointly chosen by the SVOD Service and the Motion Picture Industry Pension Plan for determination by audit (or other procedure determined by the third party) (hereafter ‘audit’). The audit shall be for the sole purpose of verifying to the Motion Picture Industry Pension Plan, the SVOD Service and the Producer whether the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series is entitled to a performance-metric bonus contribution (‘yes/no’). The third party must execute a confidentiality agreement approved by the SVOD Service. The Motion Picture Industry Pension Plan and the SVOD Service shall evenly split the costs and fees associated with any such audit. The Motion Picture Industry Pension Plan and the IATSE shall not be entitled to obtain information about the number of domestic subscribers, the hours streamed domestically, the running time or the ‘performance metric’ of the High Budget SVOD Program.

“The Motion Picture Industry Pension Plan retains any and all rights to pursue a claim should a Producer fail to pay the performance-metric bonus contribution within sixty (60) days after the third party confirms that such a bonus is due.

“(6) Reuse on Free-to-the-Consumer Advertiser-Supported New Media Platforms, Free Ad-Supported Streaming Television (FAST) Channels, Free Television or Basic Cable

“Producer shall have the right to use a High Budget SVOD Program on any free-to-the-consumer advertiser-supported new media platform, free ad-supported streaming television (FAST) channel, free television or basic cable without the payment of residuals for a ninety (90) consecutive day period, commencing with the first day of use of the High Budget SVOD Program on a free-to-the-consumer advertiser-supported new media platform, free ad-supported streaming television (FAST) channel, free television or basic cable.

“If the Producer uses the High Budget SVOD Program on a free-to-the-consumer advertiser-supported new media platform, free ad-supported streaming television (FAST) channel, free television or basic cable beyond such ninety (90) consecutive day period, then Producer shall pay to the Motion Picture Industry Health Plan 5.4% of the ‘Producer’s gross’ realized from any license which includes use on any such platform beyond the ninety (90) consecutive day period referred to above. Payment for such exhibition shall be due sixty (60) days after the end of the calendar quarter in which the ninety (90) consecutive day period ended.

“The term ‘Producer’s gross,’ for purposes of this subparagraph (6), shall be as defined in [insert reference to the provision in the 2024 IATSE Basic Agreement containing the terms and conditions of Paragraph 3.a. of the 2021 IATSE Basic Agreement’s ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,’] (subject to conforming changes as necessary).^[1] In addition, the parties agree that the residuals due under this subparagraph (6) shall be payable in the same manner and to the same extent as applicable to pay television and pay-per-view as provided in the following provisions of this Agreement (subject to conforming changes as necessary):

- Article 21(b)(3)(i), (iii), (iv), (v); and
- Article 21(b)(5)-(12).

^[1] For example, the phrase “‘Producer’s gross’ derived from new media exploitation” in the second paragraph of [insert reference to the provision in the 2024 IATSE Basic Agreement containing the terms and conditions of Paragraph 3.a. of the 2021 IATSE Basic Agreement’s ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,’] shall be changed to “‘Producer’s gross’ derived from the exploitation.”

“(7) Reuse on Pay Television and Cassettes

“The applicable provisions of Article 21 with respect to exhibition on ‘pay television,’ as that term is defined in Article 21(a)(3)(ii) of this Agreement, shall apply when a covered High Budget SVOD Program is exhibited on pay television. The applicable provisions of Article 21 with respect to exhibition on ‘cassettes,’ as that term is defined in Article 21(a)(3)(i), shall apply when a covered High Budget SVOD Program is exhibited on videocassettes or DVDs.

“(8) General

“It is understood that the tests for triggering Supplemental Markets payments set forth in Article 21 of this Agreement, including the understandings set forth in subparagraph (f), shall also apply to residual payments due under the terms of this subparagraph (a).

“(b) Reuse of Other High Budget SVOD Programs

“The provisions of this subparagraph (b) apply to High Budget SVOD Programs which do not meet the test set forth in subparagraph (a)(1) above:

“(1) Except as provided in subparagraph (b)(3) below, the Producer shall have the right to use a High Budget SVOD Program on any consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) without payment of residuals.

“(2) Except as provided in subparagraph (b)(3) below, Producer shall have the right to use a High Budget SVOD Program on any free-to-the-consumer, advertiser-supported platform without payment of residuals.

“(3) If a High Budget SVOD Program is initially exhibited simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), then Producer shall have a twenty-six (26) consecutive week period of use on the subscription video-on-demand consumer pay platform (including any domestic or foreign

subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), commencing with the first day of use on the subscription video-on-demand consumer pay platform, without the payment of residuals.

"If the Producer uses the High Budget SVOD Program on a consumer pay platform beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the 'Producer's gross,' as that term is defined in [insert reference to the provision in the 2024 IATSE Basic Agreement containing the terms and conditions of Paragraph 3 of the 2021 IATSE Basic Agreement's 'Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,'] realized from any license which includes use on consumer pay platforms, which 'gross' is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on the subscription video-on-demand consumer pay platform under the first license.

"Notwithstanding the foregoing, Producer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series) simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program, without triggering payment of residuals as provided in the preceding paragraph.

"(4) Reuse in Traditional Media

"The applicable provisions of Article 21 with respect to exhibition on 'pay television,' as that term is defined in Article 21(a)(3)(ii) of this Agreement, shall apply when a covered High Budget SVOD Program is exhibited on pay television. The applicable provisions of Article 21 with respect to exhibition on 'cassettes,' as that term is defined in Article 21(a)(3)(i), shall apply when a covered High Budget SVOD Program is exhibited on videocassettes or DVDs.

“(5) General

“It is understood that the tests for triggering Supplemental Markets payments set forth in Article 21 of this Agreement, including the understandings set forth in subparagraph (f) of that Article, and the proration provisions in that Article, shall also apply to residual payments due under the terms of this subparagraph (b). Residual payments due under this subparagraph (b) shall be prorated in the same manner as are Supplemental Market monies under Article 21 of this Agreement.”

Make conforming changes as necessary, including to Paragraph 5 of the Sideletter re: New Media Productions.

c. **Dental Plan Maximum**

The bargaining parties agree to recommend that the Directors of the Motion Picture Health Plan increase the Dental Plan maximum benefit to \$2,500 per calendar year effective January 1, 2025.

d. **Pension Benefit Improvements**

i. **Recommendations to the Pension Plan Directors re: Plan Year 2023**

The bargaining parties agree to make the following recommendations to the Directors of the Pension Plan:

- (1) No participant shall incur a Break in Service for plan year 2023.
- (2) All participants with 65 or more Credited Hours in 2023 shall be credited with a pension Qualified Year for 2023.

ii. **Thirteenth and Fourteenth Checks to Retirees Who Retired on or Before August 1, 2009**

The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009 and who were employed under the Basic Crafts Agreements or who were not covered by any collective bargaining agreement during their employment (i.e., “non-affiliates”), provided that the Pension Plan’s actuaries, in conjunction with the Health Plan’s consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that: (i) at least eight (8) months of

reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) the cost of thirteenth and fourteenth checks, if any, granted during the term of the Agreement shall be amortized over the fifteen (15) year amortization period commencing January 1, 2017; and (iv) if there are insufficient funds in the Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.

The foregoing Pension Plan improvements shall not be applicable to any Plan participant who is covered by another collective bargaining agreement, unless such collective bargaining agreement contains this pension and health package on an equivalent economic basis.

iii. **One-Time Payment for Retirees Who Retire Prior to January 1, 2025**

The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the Pension Plan make a one-time payment equivalent to the value of one additional monthly check to those retirees who retired prior to January 1, 2025 and who were employed under the Basic Crafts Agreements or who were not covered by any collective bargaining agreement during their employment (i.e., “non-affiliates”).

iv. **Improvement of Contingent Pension Benefit Increase(s) for Actives**

Modify Article 12(f)(1) of the 2021 Agreement as follows:

“(f) (1) Contingent Pension Benefit Increase(s) Effective January 1, 20242027 and Every Three (3) Years Thereafter.¹ The bargaining parties agree to recommend to the Directors of the Pension Plan the following pension benefit increase(s):

“As soon as practicable following the end of the first quarter of 20242027 and every three years thereafter (‘the evaluation year’), the Health Plan’s consultants, in conjunction with the Pension Plan’s actuaries, shall determine whether each of the Active Health Fund

¹ This provision assumes that the term of the successor agreements to the 20212024 IATSE Basic Agreement is three (3) years. If the term of a successor agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term.

and the Retired Employees Fund has at least eight (8) months of reserves as of January 1st of the evaluation year, and the Pension Plan's actuaries shall determine whether to certify that the Pension Plan is in the Green Zone in the evaluation year. The foregoing determinations shall be based upon the assumptions and methodologies, including but not limited to the funding priorities established for Supplemental Markets and Post '60s contributions, approved by the bargaining parties.

“In the event that the Health Plan’s consultants certify that each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves on January 1st of the evaluation year, and the Pension Plan’s actuaries certify that the Pension Plan is in the Green Zone in the evaluation year, the pension benefit accrual rates shall be increased, effective January 1st of the evaluation year, by ~~ten percent (10%)~~fifteen percent (15%) retroactively for Credited Hours accumulated during the three (3) year period immediately following the most recent increase in the pension benefit accrual rate; **provided, however, that the foregoing retroactive increase shall not apply to pensions (including Frozen Benefits) that went into pay status prior to January 1, 2024.** For those individuals who had a Break in Service during the three (3) year period immediately preceding January 1st of the evaluation year, the increase shall apply only to Credited Hours accumulated after the date of the most recent Break in Service. (For example, an active participant in the Pension Plan on January 1, ~~2024~~2027 who failed to accumulate at least two hundred (200) Vested Hours in ~~2021~~2024 and ~~2022~~2025 is entitled to the ~~ten percent (10%)~~fifteen percent (15%) increase only for those Credited Hours accumulated on or after January 1, ~~2023~~2026.) Any retroactive payments required above shall be made without interest and as soon as practicable following the consultants’ certifications as provided above.”

* * *

- v. The foregoing Pension Plan improvements shall not be applicable to any Plan participant who is covered by another collective bargaining agreement, unless such collective bargaining agreement contains this pension and health package on an equivalent economic basis.
- vi. **Amortization Period Extension**

The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the Pension Plan change the

amortization period for the Plan's unfunded liability from seven (7) years to eight (8) years, effective January 1, 2025.

e. **Eliminate Reallocation of Post '60s and Supplemental Markets Monies from Pension and Health Plans to IAP and Producers**

Delete Article 12A.(c) of the 2021 Agreement. Make conforming changes as necessary, including by deleting Article 15.(b)(1)(vii) and 21.(b)(4)(v).

4. **Meal Periods and Meal Allowance**

a. *Modify subparagraphs (b), (c) and (k) of Paragraph 18 of the 2021 Agreement as follows:*

“18. Meal Periods and Meals

“Meal period provisions below apply to both ‘On Production’ and ‘Off Production’ employees, **except as otherwise specified below**.

* * *

“(b) Except as provided in subparagraph (c) **and (k)** below:

“(1) An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work and no later than six (6) hours after reporting for work; and

“(2) Subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period.

“There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty.

“(c) When necessary to phase any employee into the meal schedule of the remainder of the crew, such employee may be given a reasonable meal without deducting the time spent in eating (30 minutes) from work time, in which case a deductible meal for such employee may be within six (6) hours thereafter. Unless specifically directed by an authorized representative of the Employer not to **break for the meal period, eat**, it will be assumed that the employee has **been provided a non-deductible meal eaten** and, **except as otherwise provided in subparagraph (k)(1)(B) below**, the next meal period will be calculated from the end of the non-deductible meal **period**.

“The Employer may either provide food for the meal at the Employer's expense or pay the employee an allowance as reimbursement therefor. Such meal allowance shall be \$7.50 for meal periods between 2:00 a.m. and 10:00 a.m.; \$10.00 for meal periods after 10:00 a.m. but before 6:00 p.m. and \$12.50 for meal periods after 6:00 p.m. but before 2:00 a.m. Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the employee shall be reimbursed \$12.50 for the non-deductible meal when no meal is provided.”

* * *

“(k) (1) Effective for motion pictures commencing principal photography on or after [insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later] and new episodes of series and new parts of mini-series commencing principal photography on or after [insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later]:

“(A) Producer shall pay a meal allowance at the rate of fifty dollars (\$50.00) per day and only on shooting days to:

“(i) ‘On Production’ drivers; and

“(ii) ‘Off Production’ drivers who are tied to production (e.g., set dressing truck drivers) and chef/drivers, provided that the driver works more than twelve (12) hours per day, not counting meal periods.

“(B) The parties agree that the fifty dollar (\$50.00) meal allowance set forth in subparagraph (1)(A) above constitutes payment in full for any penalties that would otherwise have been payable by reason of a failure to provide, or a delay in providing, the non-deductible meal to phase an employee who is scheduled to work before general crew call into the meal schedule of the remainder of the crew, and fulfills any and all requirements for a meal period as outlined in Paragraph 18(c). The employee’s first meal period shall be due no later than six (6) hours after the general crew call.

“(C) This subparagraph 18(k)(1) supersedes and eliminates all prior agreements, settlements and understandings between the

parties (and between the Union and any Producer) concerning meal allowances and their relationship to meal penalties for purposes of interpreting or applying this subparagraph 18(k)(1).

“(D) Any dispute as to the interpretation or application of this subparagraph 18(k)(1) shall be referred to the President of the AMPTP and the Secretary-Treasurer of the Union for resolution. If they are unable to resolve the dispute, the grievance and arbitration provision set forth in Article 7 of the Agreement shall apply.

“(2) Effective for motion pictures commencing principal photography prior to /insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later/ and new episodes of series and new parts of mini-series commencing principal photography prior to /insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later]:

“(A) The parties hereby confirm the existence of a practice on some productions of paying, on a ‘better conditions’ basis, a meal allowance. The current amount of the meal allowance is ~~forty dollars (\$40.00) per day, and the parties hereby agree to increase the meal allowance to fifty dollars (\$50.00) per day effective February 13, 2022~~. It is understood that the parties’ agreement on this meal allowance provision is not intended to alter or amend the scope of the practice of paying said meal allowance, and each party expressly acknowledges that there have been and will continue to be exceptions to that practice.

(2) “(B) Notwithstanding the foregoing, the parties agree that the Producer shall pay a meal allowance at the rate of ~~forty dollars (\$40.00) per day~~ (fifty dollars (\$50.00) per day ~~effective February 13, 2022~~) to ‘off production’ drivers who are tied to production (e.g., set dressing truck drivers) and chef/drivers, provided that the driver works more than twelve (12) hours per day, not counting meal periods.”

b. *Make conforming changes to Paragraph 40 of the 2021 Agreement as follows:*

“40. Meal Periods on Distant Location

“(a) Meal periods (not counted as time worked) shall be not less than one-half (½) hour nor more than one (1) hour in length. If an employee works less than nine and one-half (9½) hours on a shift, only one meal is to be deducted.

If the employee works nine and one-half (9½) hours or more, more than one meal period may be deducted.

“(b) Except as provided in subparagraph (c) **and (h)** below:

“(1) An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work and no later than six (6) hours after reporting for work; and

“(2) Subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period.

“There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty.

“(c) When necessary to phase any employee into the meal schedule of the remainder of the crew, such employee may be given a reasonable meal without deducting the time spent in eating (30 minutes) from work time, in which case a deductible meal for such employee may be within six (6) hours thereafter. Unless specifically directed by an authorized representative of the Employer not to **break for the meal period eat**, it will be assumed that the employee has **been provided a non-deductible meal eaten** and, **except as otherwise provided in subparagraph (h)(2) below**, the next meal period will be calculated from the end of the non-deductible meal **period**.

“The Employer may either provide food for the meal at the Employer's expense or pay the employee an allowance as reimbursement therefor. Such meal allowance shall be \$7.50 for meal periods between 2:00 a.m. and 10:00 a.m.; \$10.00 for meal periods after 10:00 a.m. but before 6:00 p.m. and \$12.50 for meal periods after 6:00 p.m. but before 2:00 a.m. **Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the employee shall be reimbursed \$12.50 for the non-deductible meal when no meal is provided.**

“(d) The meal penalty for delayed meals shall be computed as follows:

“First one-half (½) hour meal delay or fraction “thereof	\$10.00
“Second one-half (½) hour meal delay or fraction “thereof	\$12.50

“Third and each succeeding one-half (½) hour meal delay
“or fraction thereof.....\$15.00

“Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

“(e) A box lunch is not considered an adequate second meal or wrap meal under this provision, unless box lunches are being provided for the entire crew for that specific meal.

“(f) Producer will use its best efforts to provide suitable shelter for serving a reasonable hot meal in inclement weather. Circumstances beyond the control of the Producer shall excuse this requirement in which case the same shall not be subject to the grievance procedure.

“(g) As an alternative to the provisions of subparagraph (a) through **(e)** above as they relate to "on production" employees, the Producer, at its option, may institute "French hours" on a daily basis for "on production" employees, so long as a "French hours" system applies to all crew members. Meal time shall not be deductible.

“(h) Effective for motion pictures commencing principal photography on or after [insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later] and new episodes of series and new parts of mini-series commencing principal photography on or after [insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later]:

“(1) Producer shall pay a meal allowance at the rate of fifty dollars (\$50.00) per day and only on shooting days to:

“(A) ‘On Production’ drivers; and

“(B) ‘Off Production’ drivers who are tied to production (e.g., set dressing truck drivers) and chef/drivers, provided that the driver works more than twelve (12) hours per day, not counting meal periods.

“(2) The parties agree that the fifty dollar (\$50.00) meal allowance set forth in subparagraph (1) above constitutes payment in full for any penalties that would otherwise have been payable by reason of a failure

to provide, or a delay in providing, the non-deductible meal to phase an employee who is scheduled to work before general crew call into the meal schedule of the remainder of the crew, and fulfills any and all requirements for a meal period as outlined in Paragraph 40(c). The employee's first meal period shall be due no later than six (6) hours after the general crew call.

"(3) This subparagraph 40(h) supersedes and eliminates all prior agreements, settlements and understandings between the parties (and between the Union and any Producer) concerning meal allowances and their relationship to meal penalties for purposes of interpreting or applying this subparagraph 40(h).

"(4) Any dispute as to the interpretation or application of this subparagraph 40(h) shall be referred to the President of the AMPTP and the Secretary-Treasurer of the Union for resolution. If they are unable to resolve the dispute, the grievance and arbitration provision set forth in Article 7 of the Agreement shall apply."

c. *Modify Paragraph 85(d) of the 2021 Agreement as follows:*

"(d) Meal Penalty

"(1) This subparagraph (d)(1) shall apply to motion pictures commencing principal photography prior to [insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification] and to new episodes of series and new parts of mini-series commencing principal photography prior to [insert date that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later]. No employee shall be entitled to meal penalties unless the employee he or she has informed the employee's his or her supervisor, no less than one (1) hour prior to a meal penalty being triggered, that a meal period is due. The foregoing shall not apply when, under the circumstances, prior notice is impracticable.

"(2) This subparagraph (d)(2) shall apply to motion pictures commencing principal photography on or after [insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later] and to new episodes of series and new parts of mini-series commencing principal photography on or after [insert date that is October 6, 2024 or the first Sunday that is 60 days after the business day on which the AMPTP receives notice of ratification, whichever is later]. No 'Off Production' employee shall be entitled to meal

penalties unless the employee has informed the Captain or Transportation Coordinator, no less than one (1) hour prior to a meal penalty being triggered, that a meal period is due.”

5. **Transportation Coordinators**

a. **Transportation Coordinator Minimum Wage Rate**

Effective for motion pictures commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], new seasons of series and new mini-series, the first episode or part of which commences principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], modify the studio and distant location wage schedules in Paragraphs 1 and 29 of the 2021 Agreement to establish a Schedule C Weekly “On Call” rate of \$4,000 for Occupation Code 3500 (Transportation Coordinator). This wage rate shall be subject to the agreed-upon general wage increases effective in the second and third years of the 2024 Agreement. This wage rate shall be subject to any wage rate adjustments in the Sideletters to the 2024 Agreement; provided, however, prior to July 31, 2027, those adjustments shall not reduce the minimum rate applicable to a Transportation Coordinator below \$4,000 per week. (The foregoing proviso shall automatically expire, without the necessity for further negotiation, on July 31, 2027.) Producer shall not, during the engagement of a Transportation Coordinator employed by Producer prior to the effective date of this provision, reduce the weekly rate of the Transportation Coordinator as a result of this agreement.

b. **Transportation Coordinators’ Sixth and Seventh Days Worked**

Modify Paragraph 81 as follows:

“81. Transportation Coordinator Classification: The rate will be individually negotiated in that the Producer and the individual employee shall enter into individual negotiations prior to the start of employment in the classification for the purposes of establishing an individual flat rate which The Transportation Coordinator classification shall be considered as exempt from the Fair Labor Standards Act and related applicable state laws and shall not be subject to overtime, meal periods or meal penalties, call-back provisions, or other premium pay conditions contained in the existing agreement.

~~“Producers who maintain Lot Seniority Rosters under this Agreement, at their option, may utilize a Transportation Coordinator.”~~

“Transportation Coordinators shall be selected from among the persons listed in Group 1, 2 or 3 of the Industry Experience Roster.

~~“Independent or Staff Producers utilizing the facilities of a Studio that has a Lot Seniority Roster may employ a non-seniority Transportation Coordinator and/or a non-seniority Ramrod. However, the Transportation Coordinator and/or Ramrod shall be placed on the studio payroll. In such cases, one Gang Boss from the studio seniority roster shall be assigned to the production and all other employees assigned shall be employed consistent with the seniority provisions contained herein.”~~

“~~However, not Not~~ more than one Transportation Coordinator shall be employed on a production and the Producer shall not employ additional Transportation Coordinators as a subterfuge to avoid employing drivers in accordance with the seniority provisions of this Agreement.

~~“Time spent in the employ of a studio by a non-seniority Transportation Coordinator and/or Ramrod shall not count as time to acquire studio lot seniority.”~~

“It is further understood and agreed that any studio renting facilities to an independent Producer shall in no way preclude that independent Producer utilizing those facilities from having or maintaining a transportation department separate and apart from the renting studio's transportation department.

“Transportation Coordinators shall be included in discussions and decisions as to vehicular assignments on their respective production, it being understood that the final decisions as to vehicular assignments shall rest with the Producer.

~~“If a Transportation Coordinator is specifically instructed and required by Producer to perform work on six (6) or seven (7) days within the employee's workweek, under the direction and control of the Producer, the Transportation Coordinator shall receive one and one-half times one-fifth (1/5) of the ‘on call’ weekly rate in effect for the sixth day so worked and two times one-fifth (1/5) of the ‘on call’ weekly rate in effect for the seventh day so worked (or two times one-sixth (1/6) of the ‘on call’ weekly rate in effect for the seventh day so worked on distant location). A workday starting on one calendar day and running into the next calendar day shall be credited to~~

the first calendar day. The term ‘rate in effect’ means wage scale plus amounts in excess of scale, if any.”

c. **Transportation Coordinator, Stunt and/or Blind Driver, Ramrod and Trainer IAP**

Modify the second paragraph of Article 12A. as follows:

“ARTICLE 12A. Motion Picture Industry Individual Account Plan

“(a) The Producer shall contribute to the Individual Account Plan eight percent (8%) of the scale Regular Basic Hourly Rate of pay on behalf of each employee employed by the Producer hereunder (other than ~~Occ. Code No. 3500, Transportation Coordinator;~~ Occ. Code No. 3525, Stunt and/or Blind Driver; Occ. Code No. 3550, Ramrod; and Occ. Code No. 3571 Trainer (Domestic Livestock; and Occ. Code No. 3598, DOT Administrator)) for all hours worked by or guaranteed such employee during the period ~~August 1, 2021 to and including July 31, 2024~~August 1, 2024 to and including July 31, 2027. (In the case of "on call" employees, such percentage payment shall be based on the scale "on call" rate.) This paragraph shall apply to (1) Transportation Coordinators who are subject to the provisions of [insert reference to the provisions in the 2024 Agreement incorporating Item 5.a. of this Memorandum of Agreement (new “on call” minimum wage rate for Transportation Coordinators)] and (2) Transportation Coordinators who are not subject to those provisions but who are engaged on a new episode of a series or part of a mini-series commencing principal photography on or after [insert date that is October 6, 2024 or the first Sunday that is 60 days following the business day on which the AMPTP receives notice of ratification, whichever is later]. For those Transportation Coordinators described in clause (2) of the preceding sentence, the scale “on call” rate shall be deemed to be \$4,000.00 per week for purposes of applying this paragraph.

“As to each Transportation Coordinator (Occ. Code No. 3500) (other than those covered under the first paragraph above), Stunt and/or Blind Driver (Occ. Code No. 3525), Ramrod (Occ. Code No. 3550) or Trainer (Domestic Livestock) (Occ. Code No. 3571) in its employ, Producer shall contribute to the Individual Account Plan during the period ~~August 1, 2021 to and including July 31, 2024~~August 1, 2024 to and including July 31, 2027 ~~August 1, 2024 to and including [insert date that is August 3, 2024 or the first Saturday following the business day on which the AMPTP receives notice of ratification, whichever is later]~~ two dollars and ninety-one cents (\$2.91) per hour based upon the number of hours on which contributions to the Health Plan and

Pension Plan are otherwise made on behalf of such employee. **This amount shall be increased to three dollars and forty cents (\$3.40) per hour during the period [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] to and including July 31, 2027.”**

* * *

[See Item 12 below for modifications to the third paragraph of Article 12A regarding DOT Administrators.]

6. **Captain Minimum Wage Rate Increase**

Increase the wage rate of the First On Production Driver Captain Hired (Occ. Code 3501) to \$52.84 and apply the general wage increases effective in each year of the 2024 Agreement to that rate.

7. **Increase Rates for Class C Vehicle Drivers Under Occ. Codes 3511, 3512 and 3518 to Class B Rates**

Effective August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, eliminate Occ. Code #3511 (“Drivers of automobiles, station wagons, minivans (9 or fewer passengers) and motorcycles”), Occ. Code #3512 (“Drivers of other vehicles which require a Class C license to operate -- crew cabs, pick-up trucks, lot tractors (shop mules or hooties), 5-ton trucks -- and condors”) and Occ. Code #3518 (“Drivers of automobiles, station wagons, minivans (9 or fewer passengers) and motorcycles who ‘regularly worked’ for the Producer in Occ. Code No. 3511 as defined in footnote 6”), and add the vehicles covered by Occ. Codes #3511, #3512 and #3518 to Occ. Code #3520 (“Drivers of vehicles requiring a Class B license to operate, including operators of maxivans (10 or more passengers), buses (excluding forty (40) passenger buses), dump trucks, 5-ton crew cabs, crew cabs towing trailers less than 6,000 lbs. off the lot, forklifts (excluding pettibone forklifts), skip loaders, water trucks and motor homes, but excluding 10-ton trucks”).

Make conforming changes as necessary.

8. **Chef/Driver Minimum Wage Rate**

Effective August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, “Chef/Drivers” shall be added to Occ. Code #3521 (“Drivers of forty (40) passenger buses, 10-ton trucks and pettibone forklifts and drivers of vehicles requiring a Class A license to operate, including vehicles

towing trailers over 6,000 lbs. and operators of cranes, back hoes, bulldozers, heavy duty tractors and honey wagons”).

Make conforming changes as necessary.

9. **New Rate for Drivers of Certain Special Equipment**

Effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], create a new Occ. Code in the studio and distant location wage schedules in Paragraphs 1 and 29 of the 2024 Agreement for the types of vehicles listed below, with a minimum wage rate of \$47.12 per hour (which shall be subject to the agreed-upon general wage increases in each year of the 2024 Agreement). This wage rate shall be subject to any wage rate adjustments in the Sideletters to the 2024 Agreement.

This new Occ. Code shall apply to employees who are engaged to operate the following vehicles:

- Honey wagons
- 10-station hair/makeup trailers
- Water trucks
- Highway buses designed to carry forty (40) or more persons, including the driver
- Car carriers that carry four (4) or more vehicles
- Landoll trailers
- Earth-moving equipment (*i.e.*, backhoe, bulldozer, excavator and snowcats)
- Boom trucks
- Oversized loads (*e.g.*, military vehicles, airplane fuselages, and railroad cars) that require oversize signage, permits and pilot cars
- Lunch boxes

10. **Chef Assistants and Chef Assistant-Drivers**

- a. *Modify subparagraphs 5(a)(1), 5(a)(2) and 5(a)(3) of the 2021 Amendment Agreement covering Chef Assistants and Chef Assistant-Drivers as follows:*

“5. Wages, Minimum Call, Overtime/Premiums

“(a) Wage Rates²:

“(1) Chef Assistant-Drivers employed on long-form productions made for television, or productions made for DVD: ~~\$26.50 per hour effective August 1, 2021; \$27.50 per hour effective July 31, 2022; and \$29.00 per hour effective July 30, 2023; \$31.75 per hour effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; \$33.50 per hour effective [insert date that is August 3, 2025 or the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification, whichever is later]; and \$34.67 per hour effective [insert date that is August 2, 2026 or the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification, whichever is later].~~

“(2) Chef Assistant-Drivers employed on one-hour and one-half hour television pilots, the first season of a one-hour television series or new media productions that are subject to Sideletter No. 5 or Sideletter No. 6 of the Black Book: ~~\$27.84 per hour effective August 1, 2021; \$28.84 per hour effective July 31, 2022; and \$30.34 per hour effective July 30, 2023; \$33.25 per hour effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; \$35.00 per hour effective [insert date that is August 3, 2025 or the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification, whichever is later]; and \$36.23 per hour effective [insert date that is August 2, 2026 or the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification, whichever is later].~~

“(3) Chef Assistant-Drivers employed on productions other than those described in subparagraphs (1) and (2) above: ~~\$28.50 per hour effective August 1, 2021; \$29.50 per hour effective July 31, 2022; and \$31.00 per hour effective July 30, 2023; \$34.00 per hour effective [insert date that is August 4,~~

²For employees of Producers not party to the March 5, 2020 Agreement Covering Cook Helpers and Cook Helper Drivers, the wage rates shall be the same as those listed in this paragraph 5(a), except that the wage rates that are effective August 1, 2021 shall instead be effective February 13, 2022.

2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; \$35.80 per hour effective [insert date that is August 3, 2025 or the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification, whichever is later]; and \$37.05 per hour effective [insert date that is August 2, 2026 or the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification, whichever is later].”

* * *

- b. *Modify Paragraph 5(a)(5) of the 2021 Amendment Agreement covering Chef Assistants and Chef Assistant-Drivers as follows:*

“5. Wages, Minimum Call, Overtime/Premiums

* * *

“(5) Chef Assistants: \$23.50 per hour effective August 1, 2021; \$24.50 per hour effective July 31, 2022; and \$26.00 per hour effective July 30, 2023.; \$28.50 per hour effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; \$30.00 per hour effective [insert date that is August 3, 2025 or the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification, whichever is later]; and \$31.05 per hour effective [insert date that is August 2, 2026 or the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification, whichever is later].”

- c. *Modify Paragraph 5(a)(6) of the 2021 Amendment Agreement covering Chef Assistants and Chef Assistant-Drivers as follows:*

“6. Fringe Benefits

“Health and pension benefits under Articles 11 (‘Health Plan’), 12 (‘Pension Plan’) and 13 (‘Motion Picture Industry Health Plan - Retired Employees Fund’) of the Black Book shall apply at the appropriate contribution rates set forth in those Articles.

Article 12A (‘Motion Picture Industry Individual Account Plan’) shall apply, except that the contribution rate shall be ~~one percent (1%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period February 13, 2022 to and including July 30, 2022;~~

two percent (2%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period July 31, 2022 to and including July 29, 2023; and three percent (3%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period July 30, 2023 to and including July 31, 2024 August 1, 2024 to and including [insert date that is August 3, 2024 or the first Saturday following the business day on which the AMPTP receives notice of ratification, whichever is later]; four percent (4%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] to and including [insert date that is August 2, 2025 or the first Saturday that is one year following the business day on which the AMPTP receives notice of ratification, whichever is later]; five percent (5%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period [insert date that is August 3, 2025 or the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification, whichever is later] to and including [insert date that is August 1, 2026 or the first Saturday that is two years following the business day on which the AMPTP receives notice of ratification, whichever is later]; and six percent (6%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period [insert date that is August 2, 2026 or the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification, whichever is later] to and including July 31, 2027.”

- d. *Modify Paragraph 13 of the 2021 Amendment Agreement covering Chef Assistants and Chef Assistant-Drivers as follows:*

“13. Vacation and Unworked Holidays

“(a) There shall be no vacation or unworked holiday pay prior to [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

“(b) Effective on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]:

“(1) Chef Assistant-Drivers and Chef Assistants shall be paid an amount equal to four percent (4%) of their straight time earnings as vacation pay. Notwithstanding the foregoing, no vacation pay shall be payable for a long-form television picture (including a movie-of-the-week or mini-series), a pilot or the

first year of any series; in the second year of any series, vacation pay will be payable at two percent (2%).

“(2) Chef Assistant-Drivers and Chef Assistants shall receive pay for the following recognized holidays not worked, on the basis of eight (8) hours at the employee’s regular straight time hourly rate, if the employee is employed the scheduled workday before and the scheduled workday after the holiday by the same Producer: 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, 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 a holiday falls on Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday.

“For work performed in Canada, Producers may elect to observe the following Canadian holidays in lieu of the referenced holidays listed above:

“(i) Victoria Day in lieu of Memorial Day; and

“(ii) Canada Day in lieu of Independence Day (July 4th);

“provided that the two holidays are within the employee’s period of employment and the Producer gives no less than two (2) weeks’ notice to the affected employee, unless the employee has been employed fewer than two (2) weeks prior to the first of the two holidays, in which case the Producer will provide notice to the affected employee at the time of hire. When the employee has not been employed on the Canadian holiday set forth above, but is employed to work on the U.S. holiday, the employee shall be paid a premium for the corresponding U.S. holiday. The Union will not unreasonably deny requests to exchange other Canadian holidays for those listed above (such as Family Day in lieu of Presidents’ Day or Easter Monday in lieu of Good Friday).”

11. **Snake Abatement Technician**

- a. Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], create a new Occ. Code in the studio and distant location wage schedules in

Paragraphs 1 and 29 of the 2024 Agreement for the “Snake Abatement Technician” classification, with a minimum wage rate of \$43.78 per hour (which shall be subject to the agreed-upon general wage increases in each year of the 2024 Agreement). This wage rate shall be subject to any wage rate adjustments in the Sideletters to the 2024 Agreement.

- b. *Add the following at the end of Article 16(d) (“Subcontracting”):*

“The provisions of this Article 16(d) do not apply to snake abatement services. A Producer may freely contract snake abatement services to outside vendors.”

12. **DOT Administrators**

- a. **IAP for DOT Administrators**

Modify the third paragraph of Article 12A(a) (Motion Picture Industry Individual Account Plan) as follows:

“ARTICLE 12A. Motion Picture Industry Individual Account Plan

* * *

“As to each DOT Administrator (Occ. Code No. 3598), Producer shall contribute to the Individual Account Plan ~~four percent (4%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period February 13, 2022 to and including July 30, 2022; five percent (5%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period July 31, 2022 to and including July 29, 2023; and~~ six percent (6%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period ~~July 30, 2023 to and including July 31, 2024~~August 1, 2024 to and including [insert date that is August 3, 2024 or the first Saturday following the business day on which the AMPTP receives notice of ratification, whichever is later], which shall be increased to eight percent (8%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed the employee during the period ~~[insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]~~ to and including July 31, 2027. (The Producer shall continue to make IAP contributions in accordance with the first paragraph of this Article 12A.(a) for any employee employed by the Producer during the twelve-month period ending February 13, 2022 for whom contributions were made at a higher rate.)”

b. **DOT Administrator Hiring and Staffing**

Modify Paragraph 77.1(a) and (c) as follows:

“77.1 DOT Administrator: Effective February 13, 2022, the The following applies when a Producer employs a DOT Administrator:

“(a) Hiring: Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], in advance of hiring a DOT Administrator, the Producer will consider individuals on the online DOT Administrator “Non-Roster Training List” maintained by CSATF. In any event, the

Producer shall have the freedom to hire a DOT Administrator from any source. (No roster, referral system or preference shall apply to the DOT Administrator classification (*i.e.*, Paragraph 62 does not apply).) The determination of the skills and abilities needed to perform the role of a DOT Administrator lies solely within the discretion of the Producer.

* * *

“(c) Staffing: There is no mandatory staffing of DOT Administrators. Producer may engage Driver Gang Bosses Captains or Co-Captains, Drivers, Transportation Coordinators or Dispatchers to perform the duties of a DOT Administrator.”

* * *

13. **Hyphenates**

Modify footnote 7 to Paragraph 1 of the 2021 Agreement as follows:

“When performing such work, the employee(s) will be paid the higher of the applicable wage rates, plus an additional \$2.00 per hour (\$3.50 per hour effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).”

Eliminate footnote 7 to Paragraph 29 of the 2021 Agreement.

14. **Pension and Health Contributions on Travel Only Days**

Modify Paragraph 36(a) of the 2021 Agreement as follows:

“(a) An employee (other than an ‘on call’ employee) who is transported by airplane, train, bus or other private or common carrier by the Producer to distant location on any day of the week (including holidays) and who is not required to work on such travel day shall receive an allowance of four (4) hours of pay at straight time or pay for time travelled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

“An ‘on call’ employee who travels to or from distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum weekly ‘on call’ rate for any day so travelled.

“Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

15. **Overtime and Golden Hours**

a. *Modify Paragraph 10(a) of the 2021 Agreement as follows:*

“10. Golden Hour Provisions

“(a) All time worked at a studio zone (or secondary studio zone) location or nearby location or distant location, including a combination of work in the same shift of work between a studio and any of such locations, in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

“Occurring on any day other than a studio holiday or the sixth or seventh day worked in an employee’s studio workweek: Two and one-half (2½) times (2.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours; and, effective February 13, 2022, three (3) times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (three (3) times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours, effective for motion pictures, new mini-series and seasons

of series commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

"Occurring on the sixth day worked in an employee's studio workweek: Three and three-fourths (3¾) times (3.75x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours; and, **effective February 13, 2022**, four and one-half (4.5) times (4.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (four and one-half (4.5) times (4.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

"Occurring on the seventh day worked in an employee's workweek or holiday: Five (5) times (5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours; and, **effective February 13, 2022**, six (6) times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (six (6) times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])."

b. *Modify Paragraph 39(b) of the 2021 Agreement as follows:*

“(b) The rate for Golden Hours for distant location employment shall be as follows:

“(1) For such employment occurring on any day other than a holiday or the seventh day worked in an employee's workweek, two and one-half (2½) times (2.5x) the employee's scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (including meal periods) from time of reporting for work; and **effective February 13, 2022**, three (3) times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (three (3) times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is

August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

“(2) For such employment occurring on a holiday or the seventh day worked in the employee's workweek, five (5) times (5x) the employee's scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work; and **effective February 13, 2022**, six (6) times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours six (6) times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].”

* * *

- c. *Modify Paragraph 5.(ii) of Sideletter No. 7 re: “Special Conditions for Movies for Television and Long-Form Television Motion Pictures, Made for DVD Productions and Low Budget Theatrical Productions” of the 2021 Agreement as follows:*

* * *

“(ii) **(a) Except as set forth in subparagraph (b) below, overtime Overtime** will be paid at the rate of time and one-half (1.5x) after eight (8) hours worked; double time (2x) to be paid after fourteen (14) elapsed hours double time and one-half (2.5x) after fourteen (14) elapsed hours, effective for motion pictures and new mini-series commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and, **effective February 13, 2022**, triple time (3x) to be paid after sixteen (16) elapsed hours triple time (3x) after fifteen (15) elapsed hours, effective for motion pictures and new mini-series commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]. Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.”

“(b) **On direct-to-video productions and “low budget” theatrical productions covered by this Sideletter as described in Paragraph 8**

below, overtime will be paid at the rate of time and one-half (1.5x) after eight (8) hours worked, double time (2x) after fourteen (14) elapsed hours, and triple time (3x) after sixteen (16) elapsed hours. Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.”

* * *

- d. *Modify the third and fourth paragraphs of Sideletter No. 17 re: “Paragraph 38 (“Sixth Day Worked on Distant Location”)” of the 2021 Agreement as follows:*

* * *

“The following describes the application of Paragraph 38 to employees employed on an hourly basis. Hours worked on an employee’s sixth day of work in a workweek will be paid at time and one-half (1.5x) the employee’s Regular Basic Hourly Rate so long as the employee has already worked at least forty (40) hours in the workweek. Hours worked in excess of fourteen (14) consecutive hours on the sixth day of work are paid at two and one-half times (2.5x) the employee’s Regular Basic Hourly Rate. Additionally, ~~effective February 13, 2022,~~ hours worked in excess of sixteen (16) consecutive hours on the sixth day of work **(or in excess of fifteen (15) consecutive hours on the sixth day of work, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** are paid at three times (3x) the employee’s Regular Basic Hourly Rate. These concepts are illustrated in the following example:

“An employee on distant location who works twelve (12) hours per day Monday through Friday and then works on Saturday will be paid time and one-half (1.5x) the scheduled Regular Basic Hourly Rate for all hours worked after forty (40) hours in the week, including for the first fourteen (14) consecutive hours on Saturday (i.e., the sixth day worked). After fourteen (14) consecutive hours on Saturday, the employee will be paid two and one-half times (2.5x) the scheduled Regular Basic Hourly Rate until the sixteenth consecutive hour **(or until the fifteenth consecutive hour, as applicable)**. After sixteen (16) consecutive hours on Saturday **(or after fifteen (15) consecutive hours on Saturday, as applicable)**, the employee will be paid three times (3x) the scheduled Regular Basic Hourly Rate for the remainder of the day.”

* * *

16. **Weekend Rest Period**

Modify Paragraph 7.1(e) of the 2021 Agreement as follows:

“(e) For motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to [insert date that is the first Sunday that is 90 days after August 4, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later], the The penalty for invasion of the rest period provisions in subparagraphs 7.1(a) - (c) above shall be payment of additional straight time for the invaded hours only.

“Effective for motion pictures, parts of a mini-series or episodes of a series which commence principal photography on or after [insert date that is the first Sunday that is 90 days after August 4, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later], the penalty for invasion of the rest period provisions in subparagraphs 7.1(a) - (c) above shall be payment of additional double time for the invaded hours only. If the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (e.g., a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour).”

17. **Holidays**

a. **Juneteenth**

Effective January 1, 2025, Juneteenth shall be added as a recognized holiday to the 2024 Agreement. The unworked holiday percentage shall increase from 4% to 4.583% commencing with the period January 1, 2025 to and including December 31, 2025 and continuing in the period January 1, 2026 to and including December 31, 2026 and in the period January 1, 2027 to and including December 31, 2027.

Make conforming changes as necessary.

b. **Presentation of Claim for Holiday Pay**

Modify Paragraphs 8(e)(2)(i)(A) and 8(e)(2)(ii)(A) of the 2021 Agreement as follows:

“(A) On or after March 15, **but no later than March 31,** of the year following the calendar year in which holiday pay was earned, the Producer shall either:”

* * *

18. **Pay-Off Requirements**

Modify Paragraph 17(a) of the 2021 Agreement as follows:

“(a) The regular pay day will be on Thursday (holiday weeks excluded). When employee is laid off, **he** **the employee** shall be paid by the next regular pay day or **his** **the** pay check will be mailed **to him** or made available **to him** at a specific location in the county where the employee was hired or performed labor by the next regular pay day. **All employees will be offered the option of direct deposit for payment of their wages.**

“The regular pay day will be on Friday for employees working on distant location.

“A subcommittee shall be created for the purpose of establishing an exclusive procedure for resolving late payment claims, in lieu of processing such claims under the Labor Code.

* * *

19. **Earnings Report**

Modify Paragraph 51 of the 2021 Agreement as follows:

“51. Quarterly Earnings Reports

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

“Effective January 1, 2025, the list described in the preceding paragraph shall show each employee's earnings and benefits contributions for that quarter. Such earnings and contributions will be broken down in an Excel spreadsheet(s) or

comparable format by: straight time earnings; each type of overtime earnings; meal penalties; allowances (broken down to the extent possible in meal allowances, cellphone reimbursements, car allowances or rentals, kit or tool allowances or rentals); hours of pension contributions; hours of health contributions; and IAP contributions.”

20. **Contract Services Administration Trust Fund**

a. **Training Stipend**

Modify the fourth and fifth paragraphs of Article 18(a) of the 2021 Agreement as follows:

“A \$20.00 per hour stipend shall be paid to any individual for attending CSATF required safety training classes during non-working time. **Effective January 1, 2025, the applicable stipend shall increase to \$25.00 per hour.**

The stipend shall be paid to each individual in a single check within thirty (30) days following completion of all safety classes required for that individual's job classification. It is understood that any check so issued shall include payment for course A of the Safety Pass Program, whether completed before or after the individual was placed on the Industry Experience Roster or ‘Non-Roster Training List,’ as applicable.

“A \$20.00 per hour stipend shall be paid to any individual for attending harassment prevention training administered by CSATF during non-working time. **Effective January 1, 2025, the applicable stipend shall increase to \$25.00 per hour.**”

b. **Contribution Rates**

Increase the general contribution rate to the Contract Services Administration Trust Fund (“CSATF”) in the first paragraph of Article 18(a) by three cents (\$0.03) per hour (from sixty cents (\$0.60) per hour to sixty-three cents (\$0.63) per hour) effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] and by an additional three cents (\$0.03) per hour (to sixty-six cents (\$0.66) per hour) effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*]; and

Film Labs: Increase CSATF contribution rates for employees of laboratories from one and seventy hundredths cents (\$0.0170) per hour to one and seventy-

nine hundredths cents (\$0.0179) per hour effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] and to one and eighty-seven hundredths cents (\$0.0187) per hour effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

21. **Sick Leave**

a. **Expanded Paid Sick Leave**

Modify Article 34 of the 2021 Agreement as follows:

“ARTICLE 34. California Sick Leave

“(a) Accrual. Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked ~~in California~~ for Producer, 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, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days ~~in California~~ for the Producer and after their ninetieth (90th) day (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]) of employment ~~in California~~ with the Producer (based on days worked or guaranteed), 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 Producer, 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.) Employees employed outside California shall be eligible for such sick leave commencing [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].

“(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days ~~in California~~ within a one (1)

year period, such year to be measured, as designated by the Producer, 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 Producer ~~in California~~ for ninety (90) days (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]) (based on days worked or guaranteed), such period to be measured, as designated by the Producer, 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 Producer 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 cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Producer's obligations to provide paid sick leave under this Article.

“(c) For employees employed on an hourly or daily basis, a day 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 his straight time hourly rate. For weekly employees (including "on call" employees), a day of sick leave pay shall be equal to one-fifth of the employee's weekly rate under the studio minimum wage scales or one-sixth of the employee's weekly rate under the distant location minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" employees) may be hired on 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 his right to paid sick leave.

“(d) 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."⁵ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

⁵ "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,

“(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Producer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave shall be 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.

“(f) Producer shall include in the employee's start paperwork the contact information for the designated Producer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (i.e., calendar year or the employee's anniversary date) that the Producer 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 (b) above or, alternatively, if the Producer elected to provide employees with a sick leave bank, the year period (i.e., calendar year or the employee's anniversary date) that the Producer selected for 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 (a) above. Producer also shall notify the Local Union office of the name and contact information of the designated Producer representative.

“(g) Any Producer that, as of June 30, 2015, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time with respect to eligible employees working in California or that, as of [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], has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick

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. For purposes of this Article only, the definition of a “family member,” as applied to an employee covered under this Agreement who is employed in California, shall include a designated person identified to the Producer by the employee at the time the employee requests paid sick leave to care for that person and shall be limited to one person so designated in a twelve (12) month period.

time, ~~as of June 30, 2015~~~~for all other eligible employees~~, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer 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~~~~the~~ right to use paid sick leave.

“(h) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein.”

b. **Housekeeping – Update Sick Leave Waiver**

Modify Article 35 of the 2021 Agreement as follows:

ARTICLE 35. 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 of 2020 (New York Labor Law Section 196-B); ~~the Illinois Paid Leave for All Workers Act (P.A. 102-1143)~~; the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); ~~the Chicago Paid Leave and Paid Sick and Safe Leave Ordinance (Chapter 6-130 of the Municipal Code of Chicago)~~; the Cook County ~~Earned Paid~~ Sick Leave Ordinance (Chapter 42, Article I, Section 42-1 *et seq.* of the Cook County Code); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the San Francisco Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P); the Paid Sick Leave Ordinance of Berkeley, California (Chapter 13.100 of the Berkeley Municipal Code); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.(e), 37.03, 37.07(a)(1)(ii)(B), and 37.07(f)); ~~the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended June 24, 2021); the Los Angeles County COVID-19 Worker Protection Ordinance (Title 8, Chapter 8.200 of the Los Angeles County Code); Los Angeles County Employee Paid Leave for Expanded Vaccine Access Ordinance (Title 8, Chapter 8.205 of the Los Angeles County Code); the Long Beach COVID-19 Paid Supplemental Sick Leave Ordinance (Chapter 8.110 of the Long Beach Municipal Code); the Oakland Paid Sick Leave Law (Section 5.92.030 of the Oakland Municipal and Planning Codes); the West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code); the Santa Monica Paid Sick Leave Ordinance (Chapter 4.62.025 of the Santa~~

Monica Municipal Code); the Tacoma Paid Sick Leave Ordinance (Title 18, Chapter 18.10 of the Tacoma Municipal Code); the Arizona Earned Paid Sick Time Law (A.R.S. section 23-371 *et seq.*); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); and the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); **the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working within the District of Columbia is granted at least three (3) days of paid sick leave per calendar year pursuant to the provisions of Article 34 above** and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

22. **Bereavement Leave**

Add the following as a new Paragraph (“Bereavement Leave”) to the 2024 Agreement:

“The following is effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]. 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 (including ‘on call’ employees), a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's

weekly rate under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales.

"An employee who has been employed by the Producer for at least thirty (30) days in California shall be entitled to an additional two (2) days of unpaid bereavement leave in the event of the death of a 'family member.'"

"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."

23. **Payroll Companies' Agreement**

Revise Exhibit A, "Payroll Companies' Agreement," of the 2021 Agreement as set forth in Attachment 2 hereto.

24. **Labor-Management Meetings**

Modify Article 22 of the 2021 Agreement as follows:

"The Producers and the Union agree to **reinstate conduct** meaningful labor-management meetings. A labor-management standing committee shall be established jointly by the Basic Crafts and the Producers which shall schedule a meeting **quarterly twice per year**-or on call of either the Basic Crafts or the Producers. A pre-meeting conference shall be held to review the subject matter of the agenda. **The standing committee will set dates of each of its semi-annual meetings no later than January 15th of the year in which the meetings will be conducted.**"

25. **Severance Pay**

a. **Severance for Employees with 12 or More Qualified Years**

Modify Paragraph 68(a)(1) of the 2021 Agreement as follows:

“(a) **General**

“(1) (i) An employee employed by the Producer under this Agreement or its predecessor agreements for one or more qualified years (as defined in subparagraph (f) of this Agreement) whose employment is severed after August 1, 20212024; or

“(ii) an employee who had at least one (1) qualified year (as defined in Paragraph 68(f) of this Agreement) as of August 1, 1985 who has made the required application for retirement to the Motion Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan and who retires shall receive the applicable severance pay set forth below (as modified by subparagraphs (c) and (d) hereof) unless such employee is disqualified for severance pay purposes pursuant to subparagraph (e) hereof.

Qualified Years	Number of Weeks of Severance Pay
1 - 2	1
3 - 4	2
5 - 8	3
9	4
10	5
11 - 12	6
13 - 14	7
15	8
16	9
17	10
18	11
19	12
20	13

“An employee with twelve (12) or more qualified years whose employment is severed on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], or whose retirement date is on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], shall receive an additional twenty-five percent (25%) of the applicable severance pay set forth above.

“The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.”

b. **Definition of Qualified Year**

Modify the definition of a ‘qualified year’ in Paragraph 68(f) of the 2021 Agreement so that an employee whose employment is severed on or after *[insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*, or whose retirement date is on or after *[insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*, is required to have 170 work days within a 365 consecutive day period (rather than 200 work days) in order to have a qualified year. The foregoing shall apply prospectively only (*i.e.*, it does not apply to qualified years for which the work days occurred prior to the effective date of this provision), except that when a 365 consecutive day lookback period includes days that fall both within the term of the 2021 Agreement and within the term of the 2024 Agreement, the employee will be awarded a qualifying year if the employee worked 170 days within that 365 consecutive day lookback period.

c. **Definition of Qualified Year in 2023**

Add a footnote to the definition of a “qualified year” in Paragraph 68(f) of the 2021 Agreement as follows:

“Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the definition of a ‘qualified year,’ for purposes of Paragraph 68(f),

**shall be applied in the following manner with respect to calendar year 2023:
As to calendar year 2023 only, an employee shall be deemed to have a
'qualified year' if the employee has worked at least 94 days."**

26. **Vacation**

Add a new footnote to the definition of "eligible year" in Paragraph 66(c)(1) of the 2021 Agreement as follows:

"The term 'eligible year' shall be applied in the following manner with respect to calendar year 2023: As to calendar year 2023 only, an employee shall be deemed to have an 'eligible year' if the employee has worked at least forty (40) days."

27. **Sideletters**

Modify Sideletters No. 5, 6, 7 and 14 of the 2021 Agreement as follows, effective for motion pictures commencing principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], new seasons of series and new mini-series, the first episode or part of which commences principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]:

- a. Wage Rates:
 - i. To the extent that wage rates for the period immediately preceding the period in question currently apply, they shall instead be reduced by three percent (3%) (e.g., in year 1, instead of the wage rates being reduced by 7%, they shall be reduced by 3%);
 - ii. For made for television long-form projects (including movies-of-the-week) (other than those made for basic cable), wage rates shall be the wage rates set forth in the 2024 Agreement reduced by ten percent (10%) (instead of 15%);
 - iii. For made for television long-form projects (including movies-of-the-week), pilots, mini-series and the first season of an episodic series made for basic cable, wage rates shall be the wage rates set forth in the 2024 Agreement reduced by twelve and one-half percent (12.5%) (instead of 15%); and

- iv. For mini-series made for network television or pay television, wage rates shall be the wage rates set forth in the 2024 Agreement reduced by three percent (3%) (instead of 15%).
- b. Vacation and Unworked Holiday – There will be no vacation and unworked holiday for a long-form television motion picture, pilot, mini-series or the first season of an episodic series made for basic cable. In the second season of an episodic series made for basic cable, vacation and unworked holiday will be payable at one-half of the applicable percentage; thereafter, the vacation and unworked holiday provisions in the applicable Agreement shall apply.
- c. Transportation Allowance – To the extent that the Sideletters provide that no transportation allowance is payable, Producer will instead be required to pay a transportation allowance to any employee who travels to any location in Los Angeles County outside a ten (10) mile radius from a point to be determined by the Producer.

28. **Subcontracting**

Modify Article 16(d) of the 2021 Agreement as follows:

“(d) Subcontracting

“The parties recognize the existence of past subcontracting practices within the multi-employer bargaining unit. The parties agree that the rights, limitations and restrictions upon subcontracting practices set forth in the ~~IATSE West Coast Studio Local Agreements and the Basic Crafts Agreements~~ shall remain in effect.

“The Producer, as a matter of preservation of work for employees who have historically and traditionally performed work under the crafts and classifications as set forth in the ~~IATSE Basic Agreement, the Supplemental Videotape Agreement, the West Coast Studio Local Agreements and~~ Basic Crafts Agreements, agrees that as to bargaining unit work of a type which has not heretofore been subcontracted in the multi-employer bargaining unit, the Producer will subcontract such bargaining unit work to any other person, corporation, joint venture or entity only: (1) if the Producer first notifies the ~~IATSE and~~ Chair of the Basic Crafts ~~and the Union~~, when applicable, in writing of its intention to subcontract, and (2) the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontract are not less than the direct labor costs set forth in the ~~IATSE Basic Agreement, the Supplemental Videotape Agreement, the West Coast Studio Local and~~ Basic Crafts Agreements or other applicable collective bargaining agreements; or (3) if the Producer lacks the requisite technology, facilities or equipment to perform the work. In addition, the

Producer agrees, effective November 1, 2024, to notify the Chair of the Basic Crafts and the Union in writing of its intention to subcontract bargaining unit work of a type that has heretofore been subcontracted in the multi-employer bargaining unit. Except with respect to such notice, nothing in the preceding sentence shall alter the parties' rights, limitations and restrictions with respect to subcontracting under this Article 16(d).

29. **Tool Allowance**

Modify Paragraph 72.1 ("Tool Allowance") to the 2021 Agreement as follows:

"Mechanics who are required to supply tools shall be given a tool allowance of \$60.00 per week (\$100.00 per week effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])."

30. **Notice of Rental Facilities Deals**

Producers with a Los Angeles studio facility agree to issue the following bulletin to appropriate personnel:

"Each of the 2021 Agreements between the Producers and the Basic Crafts Unions requires that the Producer notify the Chair of the Basic Crafts Unions when the Producer enters into a rental facilities agreement with a third party for use of its Los Angeles studio facility in connection with the production of a motion picture in which the Producer has no financial interest.

"During the 2024 negotiations between the Producers and the Basic Crafts Unions, the Unions stated that they are not receiving those notices.

"This is a reminder that such notices are required under the terms of each of the Basic Crafts Agreements. (See Article 27 of the Studio Transportation Drivers, Local 399 (Drivers) Agreement; Article 22 of the International Brotherhood of Electrical Workers, Local 40 Agreement; Article 23 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 78 Agreement; Article 22 of the Studio Utility Employees, Local 724 Agreement; and Article 22 of the Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 755 Agreement.) Please send such notice by email to the Chair of the Basic Crafts at callboard@ht399.org.

"As a courtesy, please consider copying the business representatives for the other Basic Crafts Unions on the notice."

31. **Sideletter 15 – National Contract**

Delete Sideletter No. 15 and replace with a Sideletter No. 15 that provides “RESERVED.”

32. **Captain/Gang Boss**

Change all “Gang Boss” references for Occ. Codes 3501 and 3502 in the 2021 Agreement to “Captain” and “Co-Captain,” respectively.

33. **Housekeeping/Administration Items**

a. **Gender Neutral Language**

Modify the 2021 Agreement to use gender neutral language that is grammatically correct, including by removing the use of “foreman” in the following instances:

- i. *Modify Paragraph 61 of the 2021 Agreement as follows:*

“61. Foremen and Supervisory Employees

“Notwithstanding anything contained in the Constitution and Bylaws of the International Brotherhood of Teamsters or of STDU, Local 399 or in the obligation taken by any person upon becoming a member of the International Brotherhood of Teamsters and/or any such Local Union, or otherwise, which directly, indirectly or impliedly places upon a ~~foreman (or any person who is)~~ supervisory employee within the meaning of that term as set forth in the Labor Management Relations Act of 1947, as amended~~,~~, the duty or obligation to accord an unlawful employment preference to members of the International Brotherhood of Teamsters and/or the Local Union, such ~~foreman or~~ supervisory employee shall not give or recommend any unlawful employment preference and the International Brotherhood of Teamsters and such Local Union shall not in any manner discipline or threaten with discipline any such ~~foreman or~~ supervisory employee for failing or refusing to give or recommend any such unlawful employment preference.”

- ii. *Modify the fourth subparagraph in Paragraph 72 of the 2021 Agreement as follows:*

“72. Tool Replacement

* * *

“The Company will designate specific areas where tools will be deposited for the period during which the employee is not working. The Company assumes the responsibility for making certain that the designated areas in which the tool boxes are deposited are secured by lock and key prior to the departure at the end of the day's work of the employees involved. To assure the maximum protection for employees' tools, each employee is obligated to bring to the attention of **his foreman or other available the employee's supervisor(s)** all unlocked doors to areas in which tool boxes are deposited, when such areas are unattended and no work is being performed therein.”

* * *

b. **Update Paragraph 85.1**

During the term of this Agreement, a committee of the Producers and the Union shall review the oral fluid drug testing issues raised during these negotiations regarding Paragraphs 85.1(d) and (f)(1).

Update the CSATF phone extension and department title in Paragraphs 85.1(c) and (i).

c. **Online Industry Experience Roster**

Modify Paragraph 62(i) of the 2021 Agreement as follows:

“(i) Posting

“Said Studio Seniority and Industry Experience Rosters have been posted by the Producer on the bulletin board in the applicable studio departments. A copy of such Rosters were furnished to the Local and the Local Union posted a copy of such Rosters on the bulletin board at its business office. **The availability of the Industry Experience Roster on CSATF's website satisfies these posting requirements.**

~~“The said Rosters shall be revised from time to time as required and such revised rosters shall be furnished to the Local Union.~~

~~"Any objections by the Union or any person affected to the contents of any Roster shall be made in writing to the Producer within thirty (30) days and, if not so made, shall be deemed to be waived."~~

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON ATTACHMENT 2 HERETO

Carol A. Lombardini, President

Date:_____

FOR STUDIO TRANSPORTATION DRIVERS, LOCAL 399

Lindsay Dougherty, Secretary-Treasurer

Date:_____

ATTACHMENT 1
2024 LOCAL 399 AUTHORIZATION LIST

1440 Productions LLC
20th Century Studios, Inc.
40 North Productions, LLC

ABC Signature, LLC
ABC Studios New York, LLC
Abominable Pictures Inc.
AE Ops, LLC
Alameda Productions, LLC
Alcon Entertainment, LLC
Alive and Kicking, Inc.
Apple Studios LLC
Apple Studios Louisiana LLC
Artcraft Productions Inc.

Black Label Media, LLC
Bonanza Productions Inc.
Bronson Avenue LLC

Carnival Row Productions, LLC
Cast & Crew Production Services, LLC
CBS Studios Inc.
Columbia Pictures Industries, Inc.
CPT Holdings, Inc.

DAE Light Media, LLC
Dyminium Productions, LLC

EPSG Management Services
Eye Productions Inc.

Film 49 Productions, Inc.
Fox Studio Lot, LLC
Frank & Bob Films II LLC
FTP Productions, LLC

Goodnight Industries, Inc. dba Goodnight
and Company
Green Set Inc.

HBO Entertainment, Inc.
HBO Films, Inc.
Horizon Scripted Television Inc.
Hydronaut Productions, LLC

Inclined Productions, Inc.

Kapital Productions, LLC

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Legendary Television Animation, LLC
LGTV Productions, Inc.
Lions Gate Productions, LLC

Madison Productions, Inc.
Marvel Film Productions LLC
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.
New Regency Productions, Inc.
Next Step Productions LLC
NM Talent, Inc.
North Center Productions, Inc.

Olive Productions, LLC
Onyx Collective Productions, Inc.

Open 4 Business Productions LLC	Take 1 Motion Picture Plant Rentals, Inc.
Orchard Road Productions, LLC	Thoughtful Productions, LLC
Over The Pond Productions, Inc.	Topanga Productions, Inc.
Pacific 2.1 Entertainment Group, Inc	TVM Productions, Inc.
Paramount Overseas Productions, Inc.	Twentieth Century Fox Film Corporation
Paramount Pictures Corporation	Twentieth Century Fox Film Corporation
Paramount Worldwide Productions, Inc.	d/b/a 20th Television
Raquel Productions Inc.	Universal City Studios LLC
Remote Broadcasting, Inc.	Universal Content Productions LLC
Ruff Draft Productions, LLC	Walt Disney Pictures
San Vicente Productions, Inc.	Warner Bros. Pictures
Screen Gems Productions, Inc.	Warner Bros. Studio Operations
Sony Pictures Studios, Inc.	Warner Bros. Television
South Circle Productions LLC	Warner Specialty Productions Inc.
South Rock Productions LLC	Warner Specialty Video Productions Inc.
Stage 6 Films, Inc.	wiip Productions, LLC
Stalwart Productions LLC	Woodridge Productions, Inc.
Storyteller Productions Co., LLC dba	XOF Studios, LLC
Amblin Partners	York Transportation, Inc.
Stu Segall Productions, Inc.	

ATTACHMENT 2

"Exhibit A" of the 2021 Agreement shall be modified as follows:

EXHIBIT "A"

PAYROLL COMPANIES' AGREEMENT

This Agreement is made and entered into between _____ (herein "The Payroll Company"), and Studio Transportation Drivers, Local 399 of the International Brotherhood of Teamsters (herein "Union"), an unincorporated association, upon the following terms, conditions and recitals:

I. The Payroll Company is a payroll service for the motion picture and television industries and is an employer member of the multi-employer bargaining unit represented by the Alliance of Motion Picture and Television Producers, Inc., described in the Producer-Studio Transportation Drivers, Local 399 Agreement (hereinafter "Agreement") to which The Payroll Company is a signatory.

II. The Payroll Company's employment of persons subject to the Agreement and its responsibility to the Union therefor shall be governed by the following:

A. The Payroll Company shall give advance notice to the Union of its involvement in connection with any motion picture or television production when services falling within the work jurisdiction of the Agreement are to be performed. Effective for new seasons of episodic series, the first episode of which commences principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the Payroll Company will provide notice to the Union in advance of each new season of the series in which it is involved as the primary employer. Said advance notice shall be given as soon as practicable, but in no event later than the Monday immediately following the issuance of the first payroll covering employees under the Agreement. Said notice may be oral and confirmed in writing within two (2) working days thereafter and shall include the following:

1. Name of production company and producer;
2. Title of production;
- 3. Season of the series, if applicable;**
- 3.4. Nature of production (Theatrical, Television, Commercial, Videotape);**
- 4.5. Scheduled pre-production, production, and post-production dates;**
- 5.6. Production locations; and**

6.7. Whether The Payroll Company is the "primary" or "secondary" employer as those terms are herein defined.

The Payroll Company, in addition to the foregoing notice to the Union, shall also, on its own behalf as a "primary" employer, comply with any notification provisions contained within the Agreement or, when the Payroll Company is the "secondary" employer, require the "primary" employer to comply therewith.

In the event a Payroll Company consistently fails to give notice as required by this Section, then an arbitrator in an arbitration proceeding shall have the authority to issue an appropriate remedy.

Absent receipt of the aforementioned notice from the Payroll Company, The Payroll Company will not be deemed to have any responsibility for any production merely because someone other than a designated representative of The Payroll Company represents to the Union that it is utilizing the services of The Payroll Company unless The Payroll Company is in fact providing such services and failed to give the notice called for herein. Notwithstanding any other provision herein, in the event The Payroll Company fails to give the advance notice as above required as to more than one (1) production or season of a series, the Union shall have the right to cancel this Payroll Companies' Agreement as to such Payroll Company upon fifteen (15) days' written notice. The Union shall notify The Payroll Company of the first violation, which may be oral and confirmed in writing later.

B. The scope of The Payroll Company's responsibility to the Union and to persons performing services subject to the Agreement shall be based on whether The Payroll Company is deemed a "primary" employer or a "secondary" employer insofar as the employees performing such services are concerned.

1. The Payroll Company shall be deemed the "primary" employer when it is providing services to a customer producer/employer which is not a member of the multi-employer bargaining unit described in the Agreement.

(a) In its position as a "primary" employer, The Payroll Company shall provide services to a customer producer/ employer only on the basis that persons working in the crafts and classifications designated in the Agreement are employed under the Agreement to the same extent as would be required of any other Producer signatory to the Agreement.

Notwithstanding any other provision, in the event a Payroll Company violates the above requirement as a "primary" employer as to more than one (1) production, the Union shall have the right to cancel this Agreement as to such Payroll Company

upon fifteen (15) days' written notice. The Union shall notify The Payroll Company of the first violation, which may be oral and confirmed in writing later.

In the event a Payroll Company fails to provide coverage to employees under the Agreement as required above, an arbitrator shall have the authority to issue an award as to the full measure of damages.

(b) When a client requests a Payroll Company to act as the primary employer for a theatrical or television motion picture with respect to those employees engaged in covered classifications under the Agreement, **including any new season of an episodic series**, The Payroll Company shall notify the Union of that fact within one (1) business day after the client requests The Payroll Company to so act as the primary employer for that picture. In the event the Union is engaged in negotiations with said client, the Union shall notify The Payroll Company and the AMPTP of that fact within one (1) business day after receipt of said notice from The Payroll Company. Thereafter, The Payroll Company shall not act as the primary employer under this Agreement without the consent of the Union. If The Payroll Company does not receive an objection from the Union within said one (1) business day, The Payroll Company may act as the primary employer under this Agreement.

(c) No contributions will be accepted from The Payroll Company on behalf of employees employed by an employer which is not a signatory to a collective bargaining agreement requiring contributions to the Plans if the non-signatory employer employs one or more "controlling employees."

A "controlling employee" is defined as any employee who performs work within any job classification covered by a collective bargaining agreement with a Union party to the Motion Picture Industry Pension and/or Health Plans ("Plans") requiring contributions to be made to the Plans and who is also an officer or controlling shareholder of the non-signatory employer or the spouse of such an officer or controlling shareholder. The term "controlling shareholder" means a person who owns ten percent (10%) or more of the voting power of the corporation.

The Payroll Company shall be required to submit a completed Non-Signatory Employer Data Sheet in the form required by the Plans with respect to each production or other project on which The Payroll Company is to act as the primary employer.

2. The Payroll Company shall be deemed a "secondary" employer when it is providing services to a customer producer/employer which is a member of the multi-employer bargaining unit described in Agreement and The Payroll Company's customer producer/employer shall be deemed the "primary" employer in such instances.

C. In those situations in which The Payroll Company is the primary employer, The Payroll Company shall be deemed the producer and shall have full responsibility for compliance with all of the terms and conditions of the Agreement, including compliance with requirements in the Local Agreements relating to deal memos and personal services contracts, until such time as The Payroll Company gives the Union written notice of cancellation of its agreement with its customer producer/employer and notwithstanding said notice of cancellation, The Payroll Company shall remain responsible for all wages (including wages for reasonable time spent by an employee in returning equipment or properties for which he is responsible), fringe benefits and conditions of employment to the effective date of the cancellation and notice to the Union and, on distant location, all expenses due and costs of transportation and salaries for such transportation time, and for any residual payments (Post '60 payments or Supplemental Market payments) resulting from the performance of services prior to the notice of said cancellation unless and until The Payroll Company shall be relieved of responsibility for such residual payments pursuant to the procedures set forth in this Exhibit "A." In addition to all other required information, The Payroll Company shall specify in all reports to the Motion Picture Industry Pension Plan and the Motion Picture Industry Health Plan the name of the customer/producer employer, the title of the production, **the season of the episodic series, if applicable,** and the classification(s) of employees covered by the Trust Fund payments.

When acting as the "primary employer" for a theatrical motion picture, The Payroll Company shall be prohibited from processing and/or issuing any payroll checks for or on behalf of its customer producer/employer until such time as The Payroll Company has secured from its customer producer/employer an executed Assumption Agreement, as provided below, and delivered same to the Administrator of the Motion Picture Industry Pension and Health Plans. The Assumption Agreement shall be substantially in the following form:

"In consideration of the Agreement between the undersigned Producer,

(herein for convenience referred
(insert name of Producer)
to as 'Producer'), and _____
(insert name of Payroll Company)
(herein for convenience referred to as 'The Payroll Company'), under which The Payroll Company has agreed to furnish payroll services for the theatrical motion picture presently entitled, '
(insert name of motion picture)
(hereinafter for convenience referred to as 'the motion picture'), the Producer hereby agrees that the motion picture is covered by and subject to the following agreements (check the box(es) of those that are applicable):

- The Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of **20212024** ('the IATSE Basic Agreement');

- The Animation Guild, Local 839 Agreement of 20212024 ('the Cartoonists Agreement');
- The Producer - Studio Transportation Drivers, Local 399 Agreement of 20212024 ('the Teamsters Agreement');
- The Producer - International Brotherhood of Electrical Workers, Local 40 Agreement of 20212024 ('the IBEW Agreement');
- The Producer - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 78 Agreement of 20212024 ('the Plumbers Agreement');
- The Producer - International Hod Carriers, Building and Common Laborers Union, Studio Utility Employees, Local 724 Agreement of 20212024 ('the Laborers Agreement');
- The Producer - Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 755 Agreement of 20212024 ('the Plasterers Agreement')

"Producer further agrees that the motion picture is covered by and subject to the provisions of Article 15 of the Agreement, '*Post '60 Theatrical Motion Pictures*,' and/or the corresponding provisions of the other applicable Agreements referred to above (*i.e.*, the applicable provisions of The Animation Guild Agreement, Article XIX of the IATSE Basic Agreement, Article 15 of the Teamsters (**Drivers**) Agreement, Article 15 of the IBEW Agreement, Article 15 of the Plumbers Agreement, Article 15 of the Laborers Agreement and Article 15 of the Plasterers Agreement), pertaining to payments due when theatrical motion pictures, the principal photography of which commenced in the period August 1, 20212024 through July 31, 20242027, are released to free television and to the provisions of Article 21 of the Agreement, '*Supplemental Markets*,' and/or the corresponding provisions of the other applicable Agreements referred to above (*i.e.*, the applicable provisions of The Animation Guild Agreement, Article XXVIII of the IATSE Basic Agreement, Article 21 of the Teamsters (**Drivers**) Agreement, Article 21 of the IBEW Agreement, Article 21 of the Plumbers Agreement, Article 21 of the Laborers Agreement and Article 21 of the Plasterers Agreement), pertaining to payments due for the release of theatrical motion pictures in Supplemental Markets.

"Producer hereby agrees, expressly for the benefit of the Motion Picture Industry Pension and Health Plans ('the Plans') to assume the obligations

of said provisions and to make the payments to the Plans required thereby. It is expressly understood and agreed that the rights of Producer to exhibit or license the exhibition of such motion pictures on free television and/or in Supplemental Markets shall be subject to and conditioned upon payment to the Plans as provided in the respective applicable provisions referred to hereinabove. It is agreed that such Plans shall be entitled to injunctive relief and damages against Producer in the event such payments are not made.

"The Producer agrees to keep or have access to complete records showing the income derived from the distribution of such motion pictures to free television and/or Supplemental Markets and the Plans shall have the right at all reasonable times to inspect such records. The Producer shall give the Plans prompt written notice of the date on which the motion picture is first telecast on free television and/or is first released in Supplemental Markets. An inadvertent failure to comply with said notice requirements shall not constitute a default by the Producer, provided that such failure is cured promptly after notice thereof from the Plans.

"Producer further agrees that in the event of a sale, transfer, license or assignment of the free television distribution rights or the Supplemental Markets distribution rights to the above-referenced motion picture, Producer will obtain from the buyer, transferee, licensee or assignee an Assumption Agreement substantially in the form set forth above and shall provide an executed copy of such Assumption Agreement to the Plans. In such event, Producer shall give notice to the Plans, within thirty (30) days of each sale, transfer, license or assignment of such distribution rights, with the name and address of the buyer, transferee, licensee or assignee."

Upon the execution and delivery of such Assumption Agreement to the Administrator of the Motion Picture Industry Pension and Health Plans, The Payroll Company shall not be further liable to the Plans for the keeping of any records required under the "*Post '60 Theatrical Motion Pictures*" provisions or the "*Supplemental Markets*" provisions nor for the payments required thereunder for the exhibition of the motion picture in Supplemental Markets and/or on free television, and the Plans shall look exclusively to the Producer or any subsequent party last executing such an Assumption Agreement for the keeping of such records and compliance with such payment obligations.

D. In those situations in which The Payroll Company is a secondary employer, The Payroll Company's responsibility shall be limited to the monies advanced by the primary employer to The Payroll Company for wage payments, allowances, penalties, fringe benefits and payroll taxes for payment to or on behalf of persons who performed services subject

to the Agreement. Provided, however, that should the primary employer default in its payment obligations to The Payroll Company and The Payroll Company not promptly cancel its agreement with the primary employer and simultaneously notify the Union of said termination, as hereinafter provided, then The Payroll Company shall be responsible for the wage payments, allowances, penalties, fringe benefits and payroll taxes owing to or on behalf of individuals who performed services subject to said Agreement for all hours worked by said persons through the end of the workday on which said notice or cancellation is given to the Union. In such event, The Payroll Company shall also be responsible for the payment of expenses and costs of transportation and salaries for transportation time, but only if The Payroll Company has expressly assumed responsibility therefor. When The Payroll Company acts only as a secondary employer, the Union shall deem The Payroll Company an agent of the primary employer and The Payroll Company shall have no responsibility for matters outside of its control such as, but not limited to, staffing requirements, seniority, work rules, jurisdictional problems or residual payments (Post '60 payments or Supplemental Market payments). With reference to such items, the Union shall look exclusively to the primary employer for responsibility. Furthermore, nothing contained in this Agreement shall in any way reduce, diminish or prejudice any legal or equitable right or claim that the Union could assert directly against any primary employer if this Agreement did not exist.

E. Once having given the notice to the Union described in Paragraph A., the scope of The Payroll Company's responsibility as delineated herein shall continue until such time as The Payroll Company serves a notice of contract termination upon its customer producer/employer and simultaneously delivers a copy of said termination notice to the Union.

Except as otherwise expressly provided in Paragraph C. above, upon delivery of said notice of termination to the Union, The Payroll Company shall forthwith be relieved of all further responsibility for services to be performed in connection with the production therein involved on and after the day immediately following the workday on which said notice of termination is delivered to the Union.

On distant location productions, reasonable notice of termination, whenever possible, must be given to the Union, and employees covered by the Agreement shall be paid, in addition to their salaries and conditions, all hotel and meal expenses and costs of transportation and salaries for such transportation time.

F. The Payroll Company shall remit vacation and holiday pay payments to the employees either on a weekly basis with their paychecks or by payment in full no later than with their final paycheck at the end of production. Any payments of unworked holiday pay made to an employee on a production shall be credited against the 3.719%4% accrual (4.583% accrual effective January 1, 2022~~2025~~). For the purpose of this provision, the "end of production" is defined as: (1) for television series, upon conclusion of the production season for episodes ordered and produced; (2) on television "movies of the week" and theatrical features,

upon conclusion of principal photography; and (3) for post-production, upon conclusion of post-production work.

G. This Agreement is effective for a term coinciding with the term of the Agreement to which The Payroll Company is a party and shall be extended and renewed from time to time to the same extent that said Agreement is hereafter extended or renewed.