

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

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(LOCATIONS)**

This Agreement is entered into as of October 1, 2021 between the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of the Employers listed on Exhibit "A" attached hereto (each hereinafter respectively referred to as "Employer" and collectively referred to as the "Employers"), on the one hand, and Theatrical Drivers and Helpers, Local #817, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as "Local #817" or "Union"), on the other hand.

The terms of this Agreement shall be effective as of October 1, 2021, except when a different date is specified.

WITNESSETH:

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

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

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

ARTICLE 1. RECOGNITION

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

ARTICLE 2. JURISDICTION

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

Effective July 1, 2022, an individual employed by the Employer in the States of New York, New Jersey or Connecticut to perform services outside the States of New York, New

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

ARTICLE 3. TERM OF AGREEMENT

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

ARTICLE 4. UNION SECURITY

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

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

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

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

ARTICLE 6. PERSONAL SERVICE CONTRACTS

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

ARTICLE 7. GRIEVANCE AND ARBITRATION

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

ARTICLE 8. NO STRIKE NO LOCKOUT

The Union agrees that, during the period of this Agreement, it will not strike against, picket, boycott or otherwise interfere or curtail the business of the Employer, and the Employer agrees that there will be no lockout during the same period. The obligations under this Article shall not apply in the event the other party shall fail to comply with an arbitration award rendered against that party pursuant to Article 7 of this Agreement.

ARTICLE 9. CONFLICT WITH LAWS

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

ARTICLE 10. INTERPRETATION

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

ARTICLE 11. HEALTH AND WELFARE AND PENSION CONTRIBUTIONS

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

ARTICLE 12. MOTION PICTURE INDUSTRY PENSION AND HEALTH PLANS

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

Active Employees Fund

Medical (Basic Rate):	\$4.513 per hour effective October 1, 2021; \$4.913 per hour effective October 3, 2021; \$5.313 per hour effective October 2, 2022; \$5.713 per hour effective October 1, 2023;
Dental:	\$0.187 per hour
Vision:	\$0.05 per hour

Retired Employees Fund

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

Pension Plan

\$1.8065 per hour

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

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

Active Employees Fund

Medical (Premium Rate) ¹ :	\$6.363 per hour effective October 1, 2021; \$7.563 per hour effective October 3, 2021;
Dental:	\$0.187 per hour
Vision:	\$0.05 per hour

Retired Employees Fund

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

Pension Plan

\$1.8065 per hour

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

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

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

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

ARTICLE 13. MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

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

Two and one-half percent (2.5%) (three percent (3.0%) effective October 2, 2022; and three and one-half percent (3.5%) effective October 1, 2023) of the minimum hourly straight time rate set forth in the wage scales of this Agreement for all hours worked in a day up to a maximum of twelve (12) hours.

ARTICLE 14. DIVERSITY, EQUITY AND INCLUSION

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

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

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

ARTICLE 15. MULTI-EMPLOYER BARGAINING UNIT

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

ARTICLE 16. SICK LEAVE

- a. Paid Sick Leave in the State of New York: The following is applicable only to employees working under this Agreement in the State of New York.
 - i. Commencing June 1, 2022, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of fifty-six (56) hours of sick leave at the beginning of each calendar year (or upon the employee's commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee's sick leave based on the number of hours actually worked by an employee during the

calendar year if it elects to provide a bank of sick leave. For purposes of this Article 16.a., a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

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

1. For a mental or physical illness, injury, or health condition of the employee or the employee's family member,* regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests leave;
2. For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member;* or
3. For an absence from work due to any of the following reasons when the employee or employee's family member* has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:
 - a) to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;*
 - c) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - d) to file a complaint or domestic incident report with law enforcement;
 - e) to meet with a district attorney's office;
 - f) to enroll children in a new school; or
 - g) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member* or to protect those who associate or work with the employee.

The reasons outlined above in subparagraphs a) through g) must be related to the domestic violence, family offense, sexual offense, stalking,

or human trafficking. Provided further, that a person who has committed the domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for leave under this Article for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

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

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

- 1. An attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date that the employee may return to work, or
- 2. An attestation from an employee of their eligibility to leave.

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

- iv. Eight (8) hours of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. Replacements for weekly employees may be hired on either a daily basis or a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.
- v. An employee's unused sick leave shall be carried over to the following calendar year; provided, however, that an Employer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 16.a. shall be construed

to require an Employer to pay an employee for unused sick leave upon the employee's termination, resignation, retirement, or other separation from employment. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 16.a.

- vi. No Employer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised his or her rights under this Article, including, but not limited to, requesting sick leave and using sick leave.
 - vii. Upon return to work following any sick leave taken pursuant to this section, an employee shall be restored by the Employer to the position of employment held by the employee prior to any sick leave taken pursuant to this section with the same pay and other terms and conditions of employment, provided that the position continues to exist.
 - viii. Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 16.a. Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.
 - ix. Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.
- b. Paid Sick Leave Outside of the State of New York: The following is applicable to employees working under this Agreement outside the State of New York.
- i. Accrual. Commencing June 1, 2022, eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days for the Employer and after their ninetieth (90th) day of employment with the Employer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

- ii. To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 16.b.
- iii. Eight (8) hours of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. Replacements for weekly employees may be hired on either a daily basis or a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.
- iv. Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."** Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

** "Family member" means any of the following: a) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; b) 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; c) a spouse; d) a registered domestic partner; e) a grandparent; f) a grandchild; or g) a sibling.

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

- vi. Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 16.b. The Employer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (ii) above or which period (*i.e.*, calendar year or the employee's anniversary date) the Employer selected to apply the bank of three (3) sick days as provided in subparagraph (i) above. Employer also shall notify the Union of the name and contact information of the designated Employer representative or department.
- vii. Any Employer that, as of June 1, 2022, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.
- viii. Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.

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

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State Paid Sick Leave Law (Labor Law Section 196-b); the Westchester County Earned Sick Leave Law (Section 586.01 *et seq.* of the Laws of Westchester County); 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 Ordinance 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 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 Code of the City of Paterson, New

Jersey); and the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the Employer shall memorialize any such waiver for any newly enacted law by letter agreement.

ARTICLE 17. WAGE SCALES

a. Minimum Hourly Wage Rates

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

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

b. Individual Negotiations

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

ARTICLE 18. CLASSIFICATION AND WAGE SCHEDULE

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

ARTICLE 19. MINIMUM GUARANTEES

a. Weekly Employees

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

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

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

b. Daily Employees

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

c. Four (4) Hour Minimum Call

Notwithstanding anything herein to the contrary, effective June 5, 2022, a four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. A weekly employee who reports for a four (4) hour minimum call shall be paid one-tenth of the weekly rate for each such day. If the employee's training session exceeds four (4) hours, a daily employee shall be paid for an eight (8) hour minimum call and a weekly employee shall be paid one-fifth of the weekly rate.

d. Studio Workweek

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

e. Overtime

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

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

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

- iii. Overtime for Weekly and Daily Employees shall be paid in ten (10) minute increments.
- f. Sixth or Seventh Day Worked: If an employee is required to work on the sixth or seventh day within the employee's workweek, he/she shall be paid one and one-half times the hourly rate of pay for all hours worked, or part thereof, for the sixth or seventh day so worked.
- g. Seventh Consecutive Day Worked or Work on a Holiday: If an employee is required to work on a holiday as recognized in this Agreement or on the seventh consecutive day within the employee's workweek, the employee shall be paid two times the hourly rate of pay for all hours worked, or part thereof, for each holiday, or for each such seventh day worked.
- h. An employee shall not be replaced on a production for the purpose of avoiding premium pay for the sixth or seventh consecutive days worked in a workweek.

ARTICLE 20. CANCELLATION OF CALL

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

ARTICLE 21. REST PERIODS

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

ARTICLE 22. DEFINITION OF WORK

The duties assigned to the job classifications covered by this Agreement, while not specifically set forth in detail, will be consistent with the general custom and practice of past work assignments on the Employers' productions. The description of duties in this Article is not

intended, nor shall it be construed, to enlarge or diminish the professional duties of the Assistant Location Manager, Location Scout, Location Coordinator and Location Assistant, as such duties are presently and were heretofore customarily performed in motion picture and television productions done within the geographical scope of this Agreement. The duties set forth below are customarily assigned to bargaining unit employees.

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

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

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

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

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

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

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

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

ARTICLE 23. USE OF EMPLOYEE CAR

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

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

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

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

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

ARTICLE 24. HOLIDAYS

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

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

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

ARTICLE 25. NEARBY LOCATION DEFINITIONS AND WORKING CONDITIONS

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

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

ARTICLE 26. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS

a. Distant Location Defined.

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

b. Working Conditions:

- i. Employees shall be entitled to reimbursement for actual room and board expenses on location with a minimum of \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner. Each employee shall be entitled to a single room and first-class accommodations.

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

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

iii. Holidays on Distant Location

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

iv. Traveling Expenses and Accommodations

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

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

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

ARTICLE 27. HAZARDOUS WORK

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

ARTICLE 28. AIRCRAFT PAY

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

ARTICLE 29. EARNINGS REPORTS

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

ARTICLE 30. STUDIO PASS/ACCESS

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

ARTICLE 31. NON-DISCRIMINATION

There shall be no discrimination against any employee due to race, color, creed, religion, sex, sexual orientation, age, qualified disability, national origin or union membership, as provided in federal and state legislation. Disputes arising under this provision are not subject to Article 7 "Grievance and Arbitration;" such disputes are instead subject to non-binding mediation.

ARTICLE 32. REPORTING OF ACCIDENTS

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

ARTICLE 33. JURISDICTIONAL DISPUTES

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

ARTICLE 34. MEAL PERIODS AND MEAL REIMBURSEMENT

Reasonable time for meals shall be allowed all employees employed under this Agreement. If a meal has not been provided, employees shall be entitled to reimbursement of \$9.50 (\$11.00 effective October 1, 2023) for breakfast, \$11.00 (\$12.00 effective October 1, 2023) for lunch and \$14.50 (\$16.00 effective October 1, 2023) for dinner, contingent upon submission of receipts for such meals.

ARTICLE 35. REIMBURSEMENT OF STOLEN CASH FUNDS

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

ARTICLE 36. LATE PAYMENTS

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

ARTICLE 37. MISCELLANEOUS PROVISIONS

- a. Documents: Upon request by the Union, the Employer shall provide the Union with access to all payroll documents, start forms, and other employee records for all employees working in covered crafts and classifications. The Employer shall cooperate in good faith with the Union in any audit of this production undertaken by the Union or its agents. Upon request by the Union, the Employer shall provide the Union a complete current crew list which notes those employees' classifications.
- b. Professional Equipment Rental (Kit or Box):

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

payment throughout the production and shall cover equipment required by the Employer to be supplied by an employee.

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

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

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

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

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

By:  Date: December 18, 2024
Thomas O'Donnell

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


By:  Date: January 6, 2025
Carol A. Lombardini

EXHIBIT A
Employers Represented by the AMPTP
in the 2022 Local #817 (Locations) Negotiations

20th Century Studios, Inc.

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

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

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

Eye Productions Inc.

Focus Features Productions LLC

Ghost Productions, Inc.
GWave Productions, LLC

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

Jax Media, LLC

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

Love It NY Productions, Inc.

Mesquite Productions, Inc.

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

Netflix Productions, LLC
Netflix Studios, LLC
New Line Productions, Inc.
On the Brink Productions, Inc.
Open 4 Business Productions LLC

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

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

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

Universal City Studios LLC
Universal Content Productions LLC
Universal Television LLC

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