

**FEATURE FILM AGREEMENT**

**between**

**THE MAJOR MOTION PICTURE  
PRODUCERS**

**and**

**THEATRICAL DRIVERS AND HELPERS  
OF LOCAL UNION 817**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
OF AMERICA**

**Term:**

**November 1, 2022 to and including October 31, 2025**

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**between**  
**THE MAJOR MOTION PICTURE PRODUCERS**  
**and**  
**THEATRICAL DRIVERS AND HELPERS, LOCAL UNION**  
**817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,**  
**CHAUFFEURS, WAREHOUSEMEN**  
**AND HELPERS OF AMERICA**

**THIS AGREEMENT** is made in the City and State of New York as of the 1st day of November, 2022 between THEATRICAL DRIVERS AND HELPERS, LOCAL UNION 817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 127 Cutter Mill Road, Great Neck, New York (hereinafter called the “Union” or “Local 817”) on the one hand, and the following companies represented for purposes of collective bargaining by the Alliance of Motion Picture and Television Producers (“AMPTP”):

12:05 AM Productions, LLC  
20th Century Studios, Inc.  
40 North Productions, LLC  
ABC Signature, LLC  
(f/k/a Touchstone  
Television Productions, LLC)  
ABC Studios New York, LLC  
Apple Studios LLC  
CBS Studios Inc.  
Columbia Pictures Industries,  
Inc.  
DW Studios Productions LLC  
Eye Productions Inc.  
FTP Productions, LLC  
Focus Features Productions LLC  
HBO Entertainment, Inc.  
HBO Films, Inc.  
Hop, Skip & Jump Productions,  
Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.  
Kapital Productions, LLC  
Legendary Features Productions  
US, LLC  
Marvel Pic Works LLC  
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.  
New Regency Productions, Inc.  
Pacific 2.1 Entertainment Group,  
Inc.  
Paramount Pictures Corporation  
Picrow, Inc.  
Picrow Streaming Inc.  
San Vicente Productions, Inc.  
Screen Gems Productions, Inc.  
Showtime Pictures Development  
Company  
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 Network Television  
LLC  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Specialty Productions  
Inc.  
XOF Studios, LLC

(hereinafter referred to individually as “the Company” and  
collectively as “the Companies”), on the other hand.

The terms of this Agreement shall be effective as of  
November 1, 2022, except where a different date is specified.

**WITNESSETH**

**WHEREAS**, the Union is a duly authorized and  
recognized representative of captains, specialized equipment drivers,  
chauffeurs and helpers in the theatrical, motion picture, television  
and entertainment industries and

**WHEREAS**, the Companies are 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 Company recognizes the Union as the exclusive collective bargaining representative of all captains, specialized equipment drivers, chauffeurs, and helpers employed in connection with the production of motion pictures, whether made on film or videotape.

## **ARTICLE 2. SCOPE OF AGREEMENT**

(a) The jurisdiction of the Union shall include:

(1) The New York metropolitan area, which is defined as the five boroughs of the City of New York, Long Island, Westchester County and the area within a radius of fifty (50) miles of Columbus Circle. That area which is outside the New York metropolitan area, but within the states of New York, New Jersey, Connecticut or Rhode Island shall be called a Distant Location.

When principal photography of a motion picture by the Company shall take place within a Distant Location, the Company shall employ no less than two (2) employees covered by this Agreement to perform work within the Distant Location, one (1) of whom shall be designated Teamster Captain, who shall also be a driver at the discretion of the Producer of the motion picture.

This Agreement shall cover all employees who operate and drive vehicles and equipment which originate in the New York metropolitan area. In the event the Company elects to transport vehicles (whether or not containing equipment) from the New York metropolitan area to any location outside the New York metropolitan area, then it shall assign one (1) driver to each vehicle, regardless of its size or nature (no helper need be assigned thereto). The driver of the vehicle shall continue to be employed only if, after arrival at the location, said vehicle is used at such locations for the transportation of materials or equipment in a manner which will require the continued assignment of a driver.

(2) The State of Delaware and that part of the State of Pennsylvania extending from its eastern border to the parallel that encompasses the city of Harrisburg.

The parties have not reached agreement on the terms and conditions applicable to drivers employed in the area of Delaware and Pennsylvania covered by the Agreement. The Companies agree to work with Local 817 in an effort to finalize such terms and conditions. Until such time as the parties are able to resolve all outstanding issues, each Company which employs drivers in said geographical area shall negotiate in good faith with Local 817 to establish terms and conditions on a production-by-production basis.

(b) In the event the Company intends to engage in videotape production, then the Company and the Union shall negotiate terms and conditions of employment applicable thereto. In the event the parties are unable to reach agreement thereon, then notwithstanding Article 14, the Union shall be entitled to withdraw services and engage in a strike with respect to videotape production, but nothing herein shall affect the continued applicability of Article 14 with respect to film production.

(c) This Agreement shall cover all pickup and/or delivery, or hauling of any description, performed by or for the Company and shall govern said work without regard to the type or description of vehicle utilized or the place or location where such employment occurs. Said work shall be performed only by employees covered by this Agreement. Chauffeurs or helpers employed under this Agreement shall not be restricted as to the nature of pickup, delivery or hauling of work which they may perform. This Agreement covers all vehicles on, to or from location work and studios. Buses, limousines, motorcycles, picture cars, hi-los, camera cars, cherry pickers, cinemobiles (or other similar type vehicles), combination type vehicles of any description and all other types of vehicles in or upon which cargo or personnel of any description is carried or which are to be photographed are expressly included within the coverage of this Agreement, whether such vehicles are rented, leased, owned or in any way made available or used by the Company. Trailers will be operated, unloaded and loaded only by the employees working under this Agreement. The number of employees required to be hired from the referral service and the type of their employment for operating, loading or unloading of incoming or outgoing vehicles shall be decided by mutual agreement.

(d) The Company shall not subcontract any of the work covered by this Agreement where an effect thereof would be to enable such work to be done under compensation and/or working conditions inferior to those herein provided; no person shall be employed upon terms less favorable to him than those provided for in this Agreement for the purpose of performing such work for the Company or upon its premises. Furthermore, the Company shall not subcontract any of the work covered by this Agreement without prior consultation with the Union. The Company shall not use any subcontracting device to avoid any of the obligations contained in this Agreement.

## **ARTICLE 3. TEAMSTER CAPTAIN AND CO-CAPTAIN**

### **(a) Teamster Captain**

(1) In connection with each motion picture, the Union shall designate a Teamster Captain who, under the direction of the Company, shall be in general charge of the Company's transportation requirements. The duties of the Teamster Captain shall be to organize and coordinate the transportation operations of the project and to arrange for the hire of equipment and extra equipment. Such duties shall not include driving except for one transport of personnel at the beginning of the work day and another at the end of the work day. The Teamster Captain shall be paid at the rates herein provided, and, on a daily basis, shall be the first to be engaged and the last to be terminated, the time of such termination shall be deemed that time when the last driver leaves the location, studio, or set.

(2) A Captain shall have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union. The Company recognizes these limitations upon authority of the Captain and shall not hold the Union liable for any unauthorized acts.

(3) When requested by the Company, the Union shall submit a list of five (5) available Teamster Captains. From that list, the Company shall pick three (3) Captains, and from this list of three (3), the Union shall make the final designation.

### **(b) Teamster Co-Captain**

The employment of an individual in the Co-Captain classification shall be at the discretion of the Company. It is

understood that the Co-Captain will drive. Employment in the Co-Captain classification shall be at the rates provided herein (*i.e.*, the theatrical or television daily (7 hours) rate or weekly flat (64 hours) rate, as applicable).

## **ARTICLE 3A. DOT COMPLIANCE AND DISPATCHER/DOT COMPLIANCE**

(a) Each production shall employ at least one (1) individual in the classification of either DOT Compliance or Dispatcher/DOT Compliance, who shall be referred by the Union. The Company may refuse any referral from the Union. The Union shall give good faith consideration to a Company's request to employ an individual who is not on the Union's referral list in the DOT Compliance or Dispatcher/DOT Compliance classification. The parties will agree upon the amount and type of training an individual must complete to be added to the referral list for these job categories.

(b) Individuals employed in the classification of DOT Compliance or Dispatcher/DOT Compliance shall report to the Studio Transportation Department (or to the department designated by the Company).

(c) The Company may elect to employ more than one (1) individual to handle DOT compliance work on a production. Additional individuals assigned to handle DOT compliance work may also be assigned to drive, in which case the individual shall be paid at the applicable driver rate for the vehicle to which he or she is assigned.

## ARTICLE 4. RATES OF PAY

During the term of this Agreement, wage rates shall be as follows:

(a) Daily (7 hour day)

(i) Daily Wage Rates for Employees Working on Theatrical Motion Pictures Shooting Within the Jurisdiction of this Agreement

Category	10/30/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Captain	\$426.14	\$438.92	\$452.09
Co-Captain	396.51	408.41	420.66
Specialized Equipment Driver ( <i>i.e.</i> , titan crane, insert car, shotmaker, honey wagon, combination trailer, * and fuel truck **)	396.51	408.41	420.66
DOT Compliance	396.51	408.41	420.66
Dispatcher/DOT Compliance	396.51	408.41	420.66
Chauffeur**	358.71	369.47	380.55
Helper	343.65	353.96	364.58

(ii) Daily Wage Rates for Employees Working on Television Motion Pictures Shooting Within the Jurisdiction of this Agreement

Category	10/30/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Captain	\$401.85	\$413.91	\$426.33
Co-Captain	373.85	385.07	396.62
Specialized Equipment Driver ( <i>i.e.</i> , titan crane, insert car, shotmaker, honey wagon, combination trailer, * and fuel truck **)	373.85	385.07	396.62
DOT Compliance	373.85	385.07	396.62
Dispatcher/DOT Compliance	373.85	385.07	396.62
Chauffeur**	338.25	348.40	358.85
Helper	324.01	333.73	343.74

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\* See Article 4(f) below for definition of “combination trailer.”

\*\* Between November 1, 2022 and December 10, 2022, the Chauffeur rate applies to fuel truck drivers. The Specialized Equipment Driver rate applies to fuel truck drivers effective December 11, 2022.

(b) Nights, Sixth and Seventh Days and Holidays

Employees called for work on nights, the sixth day worked in a workweek (which need not be consecutive), the seventh day worked in a workweek and holidays shall receive not less than four (4) hours' pay at the double time rate, regardless of the time actually worked. Work performed in excess of four (4) hours on such calls shall be compensated at the double time rate for each hour or fraction thereof.

(i) **Four (4) Hour Call Rates, Double Time, Two and One-Half Time and Triple Time Rates for Employees Working on Theatrical Motion Pictures Shooting Within the Jurisdiction of this Agreement**

(A) Four (4) Hour Call Rates

Category	10/30/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Captain	\$487.09	\$501.70	\$516.75
Co-Captain	453.10	466.69	480.69
Specialized Equipment Driver (i.e., titan crane, insert car, shotmaker, honey wagon, combination trailer, * and fuel truck **)	453.10	466.69	480.69
DOT Compliance	453.10	466.69	480.69
Dispatcher/DOT Compliance	453.10	466.69	480.69
Chauffeur**	409.97	422.27	434.94
Helper	392.72	404.50	416.64

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\* See Article 4(f) below for definition of "combination trailer."

\*\* Between November 1, 2022 and December 10, 2022, the Chauffeur rate applies to fuel truck drivers. The Specialized Equipment Driver rate applies to fuel truck drivers effective December 11, 2022.

**(B) Double Time, Two and One-Half Time and  
Triple Time (overtime) Hourly Rates**

Category	2x	2½x	3x*
Captain			
10/30/22 - 10/28/23	\$121.78	\$152.23	\$182.67
10/29/23 - 11/02/24	125.42	156.78	188.13
11/03/24 - 10/31/25	129.18	161.48	193.77
Co-Captain			
10/30/22 - 10/28/23	113.28	141.60	169.92
10/29/23 - 11/02/24	116.68	145.85	175.02
11/03/24 - 10/31/25	120.18	150.23	180.27
Specialized Equipment Driver (i.e., titan crane, insert car, shotmaker, honey wagon, combination trailer, ** and fuel truck ***)			
10/30/22 - 10/28/23	113.28	141.60	169.92
10/29/23 - 11/02/24	116.68	145.85	175.02
11/03/24 - 10/31/25	120.18	150.23	180.27
DOT Compliance			
10/30/22 - 10/28/23	113.28	141.60	169.92
10/29/23 - 11/02/24	116.68	145.85	175.02
11/03/24 - 10/31/25	120.18	150.23	180.27
Dispatcher/ DOT Compliance			
10/30/22 - 10/28/23	113.28	141.60	169.92
10/29/23 - 11/02/24	116.68	145.85	175.02
11/03/24 - 10/31/25	120.18	150.23	180.27
Chauffeur***			
10/30/22 - 10/28/23	102.50	128.13	153.75
10/29/23 - 11/02/24	105.56	131.95	158.34
11/03/24 - 10/31/25	108.74	135.93	163.11
Helper			
10/30/22 - 10/28/23	98.18	122.73	147.27
10/29/23 - 11/02/24	101.12	126.40	151.68
11/03/24 - 10/31/25	104.16	130.20	156.24

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\* The triple time rates are applicable only for motion pictures commencing principal photography on or after December 18, 2022 and for new seasons of series commencing principal photography on or after December 18, 2022. For motion pictures and new seasons of series commencing principal photography prior to December 18, 2022, only the double time and two and one-half time rates are applicable.

\*\* See Article 4(f) below for definition of “combination trailer.”

\*\*\* Between November 1, 2022 and December 10, 2022, the Chauffeur rate applies to fuel truck drivers. The Specialized Equipment Driver rate applies to fuel truck drivers effective December 11, 2022.

(ii) Four (4) Hour Call Rates, Double Time, Two and One-Half Time and Triple Time Rates for Employees Working on Television Motion Pictures Shooting Within the Jurisdiction of this Agreement

(A) Four (4) Hour Call Rates

Category	10/30/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Captain	\$459.22	\$473.00	\$487.19
Co-Captain	427.22	440.04	453.24
Specialized Equipment Driver ( <i>i.e.</i> , titan crane, insert car, shotmaker, honey wagon, combination trailer, <sup>*</sup> and fuel truck <sup>**</sup> )	427.22	440.04	453.24
DOT Compliance	427.22	440.04	453.24
Dispatcher/DOT Compliance	427.22	440.04	453.24
Chauffeur <sup>***</sup>	386.56	398.16	410.10
Helper	370.37	381.48	392.92

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<sup>\*</sup> See Article 4(f) below for definition of “combination trailer.”

<sup>\*\*</sup> Between November 1, 2022 and December 10, 2022, the Chauffeur rate applies to fuel truck drivers. The Specialized Equipment Driver rate applies to fuel truck drivers effective December 11, 2022.

**(B) Double Time, Two and One-Half Time and  
Triple Time (overtime) Hourly Rates**

Category	2x	2½x	3x*
Captain			
10/30/22 - 10/28/23	\$114.80	\$143.50	\$172.20
10/29/23 - 11/02/24	118.26	147.83	177.39
11/03/24 - 10/31/25	121.80	152.25	182.70
Co-Captain			
10/30/22 - 10/28/23	106.80	133.50	160.20
10/29/23 - 11/02/24	110.02	137.53	165.03
11/03/24 - 10/31/25	113.32	141.65	169.98
Specialized Equipment Driver (i.e., titan crane, insert car, shotmaker, honey wagon, combination trailer, ** and fuel truck ***)			
10/30/22 - 10/28/23	106.80	133.50	160.20
10/29/23 - 11/02/24	110.02	137.53	165.03
11/03/24 - 10/31/25	113.32	141.65	169.98
DOT Compliance			
10/30/22 - 10/28/23	106.80	133.50	160.20
10/29/23 - 11/02/24	110.02	137.53	165.03
11/03/24 - 10/31/25	113.32	141.65	169.98
Dispatcher/ DOT Compliance			
10/30/22 - 10/28/23	106.80	133.50	160.20
10/29/23 - 11/02/24	110.02	137.53	165.03
11/03/24 - 10/31/25	113.32	141.65	169.98
Chauffeur***			
10/30/22 - 10/28/23	96.64	120.80	144.96
10/29/23 - 11/02/24	99.54	124.43	149.31
11/03/24 - 10/31/25	102.52	128.15	153.78
Helper			
10/30/22 - 10/28/23	92.60	115.75	138.90
10/29/23 - 11/02/24	95.38	119.23	143.07
11/03/24 - 10/31/25	98.24	122.80	147.36

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\* The triple time rates are applicable only for motion pictures commencing principal photography on or after December 18, 2022 and for new seasons of series commencing principal photography on or after December 18, 2022. For motion pictures and new seasons of series commencing principal photography prior to December 18, 2022, only the double time and two and one-half time rates are applicable.

\*\* See Article 4(f) below for definition of “combination trailer.”

\*\*\* Between November 1, 2022 and December 10, 2022, the Chauffeur rate applies to fuel truck drivers. The Specialized Equipment Driver rate applies to fuel truck drivers effective December 11, 2022.

(c) Weekly Flat - Captain

At the option of the Company, the Captain may be employed at a guaranteed weekly rate set forth below, which rate shall be for a five (5) day week inclusive of seventy (70) hours of work.

(i) Weekly Flat Rate for Captains Working on Theatrical Motion Pictures Shooting Within the Jurisdiction of this Agreement

Category	<b>10/30/22 - 10/28/23</b>	<b>10/29/23 - 11/02/24</b>	<b>11/03/24 - 10/31/25</b>
Captain	\$5,632.60	\$5,801.58	\$5,975.63

(ii) Weekly Flat Rate for Captains Working on Television Motion Pictures Shooting Within the Jurisdiction of this Agreement

Category	<b>10/30/22 - 10/28/23</b>	<b>10/29/23 - 11/02/24</b>	<b>11/03/24 - 10/31/25</b>
Captain	\$5,311.18	\$5,470.52	\$5,634.64

(d) Weekly Flat - Co-Captains, Specialized Equipment Drivers, DOT Compliance, Dispatcher/DOT Compliance, Chauffeurs and Helpers

At the option of the Company, all Co-Captains, Specialized Equipment Drivers, DOT Compliance, Dispatcher/DOT Compliance, Chauffeurs and Helpers may be employed at a guaranteed weekly rate set forth below, which rate shall be for a five (5) day week inclusive of sixty-four (64) hours of work.

(i) Weekly Flat Rates for Co-Captains, Specialized Equipment Drivers, DOT Compliance, Dispatcher/DOT Compliance, Chauffeurs and Helpers Working on Theatrical Motion Pictures Shooting Within the Jurisdiction of this Agreement.

Category	10/30/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Co-Captain	\$4,559.65	\$4,696.44	\$4,837.33
Specialized Equipment Driver ( <i>i.e.</i> , titan crane, insert car, shotmaker, honey wagon, combination trailer, <sup>*</sup> and fuel truck <sup>**</sup> )	4,559.65	4,696.44	4,837.33
DOT Compliance	4,559.65	4,696.44	4,837.33
Dispatcher/DOT Compliance	4,559.65	4,696.44	4,837.33
Chauffeur <sup>**</sup>	4,125.12	4,248.87	4,376.34
Helper	3,952.03	4,070.59	4,192.71

(ii) Weekly Flat Rates for Co-Captains, Specialized Equipment Drivers, DOT Compliance, Dispatcher/DOT Compliance, Chauffeurs and Helpers Working on Television Motion Pictures Shooting Within the Jurisdiction of this Agreement

Category	10/30/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Co-Captain	\$4,299.45	\$4,428.43	\$4,561.28
Specialized Equipment Driver ( <i>i.e.</i> , titan crane, insert car, shotmaker, honey wagon, combination trailer, <sup>*</sup> and fuel truck <sup>**</sup> )	4,299.45	4,428.43	4,561.28
DOT Compliance	4,299.45	4,428.43	4,561.28
Dispatcher/DOT Compliance	4,299.45	4,428.43	4,561.28
Chauffeur <sup>**</sup>	3,889.73	4,006.42	4,126.61
Helper	3,726.54	3,838.34	3,953.49

(e) The conditions under which the weekly flat set forth in subparagraphs (c) and (d) above shall apply are as follows:

(i) The weekly flat may be implemented for the category of Captain without implementing it for the other categories, but once implemented for the other categories, it must be implemented for all categories, including the Captain.

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\* See Article 4(f) below for definition of “combination trailer.”

\*\* Between November 1, 2022 and December 10, 2022, the Chauffeur rate applies to fuel truck drivers. The Specialized Equipment Driver rate applies to fuel truck drivers effective December 11, 2022.

(ii) The weekly flat may be implemented only at the commencement of production and, once implemented, shall continue until the completion of employment.

(iii) Notwithstanding any provision in the Agreement to the contrary, the Company may commence the call at any time of the day or night and the guarantee shall include all elapsed hours in the day or night, including the lunch hour, or supper hour (if one shall be given) without meal penalties.

(iv) The five (5) day week shall be calculated beginning with the first call on the first day of the workweek and run for five (5) consecutive twenty-four (24) hour periods (“the span”).

(v) In the event the span ends prior to 9:00 a.m. on the sixth day of the workweek, the employee shall be paid for hours worked in excess of the span as follows:

(A) If the hours worked in excess of the span end not later than 9:00 a.m., the employee shall be paid for such excess hours at the regular hourly overtime (double time) rate.

(B) If the hours worked in excess of the span end later than 9:00 a.m., the pay for such excess hours shall be calculated as follows:

(1) If not more than two (2) hours are worked in excess of the span, the employee shall be paid for such excess hours at the regular hourly overtime (double time) rate.

(2) If the hours worked in excess of the span are more than two (2) hours, but not more than four (4) hours, the employee shall be paid (in lieu of the regular hourly overtime (double time) rate), one-fifth (1/5) of the weekly flat rate.

(3) If the hours worked in excess of the span are more than four (4) hours, the employee shall be paid (in lieu of the regular hourly overtime (double time) rate or one-fifth (1/5) of the weekly flat rate), two-fifths (2/5) of the weekly flat rate.

(vi) In the event the span ends at 9:00 a.m. on the sixth day of the workweek or later, the employee shall be paid for hours worked in excess of the span as follows:

(A) If not more than two (2) hours are worked in excess of the span, the employee shall be paid for such excess hours at the regular hourly overtime (double time) rate.

(B) If the hours worked in excess of the span are more than two (2) hours, but not more than four (4) hours, the employee shall be paid (in lieu of the regular hourly overtime (double time) rate), one- fifth (1/5) of the weekly flat rate.

(C) If the hours worked in excess of the span are more than four (4) hours, the employee shall be paid (in lieu of the regular hourly overtime (double time) rate or one-fifth (1/5) of the weekly flat rate), two-fifths (2/5) of the weekly flat rate.

(vii) Once the two-fifths (2/5) payment for hours worked on the sixth day of the workweek is triggered, it shall be deemed to cover the payment for eighteen (18) elapsed hours and all hours worked thereafter shall be paid at the regular hourly overtime (double time) rate.

(viii) Except as otherwise provided in subparagraphs (v) and (vi) above for work performed on the sixth day of the workweek, all work performed on the sixth day of the workweek, the seventh day of the workweek or a holiday shall be paid for at two-fifths (2/5) of the weekly flat rate and shall be deemed to cover the payment for eighteen (18) elapsed hours and all hours worked thereafter shall be paid at the regular overtime (double time) rate.

(ix) (A) Employees engaged for four (4) or more days in a week shall be paid the full weekly flat rate. Hours worked in excess of sixty-four (64) in a workweek shall be paid at the double time rate; hours worked in excess of seventy (70) hours shall be paid at the rate of double time and one-half.

(B) Employees engaged for one (1), two (2) or three (3) days in a week on a motion picture commencing principal photography prior to December 18, 2022 or on a new season of a series commencing principal photography prior to December 18, 2022 shall be paid one-fifth (1/5) of the weekly flat rate for each day of employment, plus the double time hourly rate for any hour worked in excess of thirteen (13) on a given workday. For employees engaged for one (1), two (2) or three (3) days in a week

on a motion picture commencing principal photography on or after December 18, 2022, or on a new season of a series commencing principal photography on or after December 18, 2022, the triple time hourly rate shall be paid for any hour worked in excess of sixteen (16) hours on a given work day.

An employee who is a daily (one (1) day only) hire may, at the option of the Company, be engaged for a seven (7) hour work day commencing at either 8:00 a.m. or the crew call. All overtime hours shall be paid at the double time rate, except that for a motion picture commencing principal photography on or after December 18, 2022 or for a new season of a series commencing principal photography on or after December 18, 2022, hours worked in excess of sixteen (16) hours shall be paid at the triple time rate.

(C) Should an employee engaged for five (5) days in a workweek on the weekly flat rate use only one day of paid sick leave in the workweek, the employee shall be paid the full weekly flat rate for the week. Should the employee use more than one (1) day of paid sick leave in a week, one-fifth (1/5) of the weekly flat rate shall be deducted from the full weekly flat rate for each day of paid sick leave used; one-tenth (1/10) of the weekly flat rate shall be deducted in the case of an employee who uses an increment of four (4) hours of paid sick leave. Should an employee engaged for fewer than five (5) days in a workweek use one or more days of paid sick leave during the workweek, one-fifth (1/5) of the weekly flat rate shall be deducted for each day of paid sick leave used; one-tenth (1/10) of the weekly flat rate shall be deducted in the case of an employee who uses an increment of four (4) hours of paid sick leave. Hours of paid sick leave used by (or paid to) the employee do not count as "hours worked" for purposes of determining whether the employee has worked the necessary number of hours in the workweek or workday, as applicable, to be subject to the double time, double time and one-half and/or triple time rates of pay provided in subparagraphs (A) and (B) above.

(x) Any overtime worked for employees engaged on a weekly flat rate shall be computed in one-half (½) hour segments.

(f) It is understood that a combination trailer is a tractor towing two trailers (a "double-hitched" trailer) as opposed to a tractor towing a single trailer which is divided to service more than one function (e.g., make-up/wardrobe trailer or grip/electric trailer).

## **ARTICLE 5. HOURS OF WEEK (NOT APPLICABLE TO FLATS)**

(a) Work Day – The regular working day (including Saturdays, Sundays and holidays) shall consist of seven (7) hours starting on the hour or half hour at or after 5:00 a.m., but not later than 9:30 a.m. during the period when daylight savings is in effect, or when it is not in effect at or after 6:00 a.m., but not later than 10:30 a.m., with one (1) hour off for lunch without pay as provided in paragraph (c) herein.

(b) Overtime – All overtime work shall be paid at the double time rate set forth in Article 4(b)(i)(B) and (ii)(B) above, except that for a motion picture commencing principal photography on or after December 18, 2022, or for a new season of a series commencing principal photography on or after December 18, 2022, hours worked in excess of sixteen (16) hours in a work day shall be paid at the triple time rate. Overtime shall not be compounded. There shall be a four (4) hour minimum call, at double time rates, for all calls between the hours of 4:00 p.m. and before 4:00 a.m. and for calls on the sixth or seventh days worked in the workweek. Employees required to work more than four (4) consecutive hours shall be furnished with lunch by the Company or shall be paid \$6.00 in lieu of said lunch and shall be entitled to a lunch period without loss of pay.

(c) Meal Hours – Days. One (1) unpaid hour will be set aside as the lunch hour for employees on the day shift, said hour to be scheduled no earlier than three (3) hours nor later than six (6) hours after the reporting time. All subsequent meal hours shall be at six (6) hour intervals. There shall be no loss of pay for the supper hour; however, there shall be no requirement that there shall be a supper break. In the event that such meal hour shall not be granted to the employee, and he is required to continue working, he will be entitled to one (1) hour of overtime at the rate prescribed herein.

## **ARTICLE 6. WORKWEEK**

Notwithstanding anything to the contrary elsewhere in this Agreement, the Company may utilize a work schedule consisting of any five (5) consecutive days out of seven (7) consecutive days (“a 5-out-of-7 workweek”).

One time during the production of a motion picture (except in the case of episodic television), the Company may shift the

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

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

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

## **ARTICLE 7. EMPLOYMENT**

(a) All work covered by this Agreement shall be performed by employees employed under and in accordance with the terms of this Agreement, regardless of whether said employees are employed steadily or on a daily basis. However, where an extra vehicle is employed and used occasionally, the “flexible” starting times provided in Article 5(a) herein shall not be applicable to the employee on said vehicle, and the starting time for said employee shall be 8:00 a.m.

(b) The parties hereto recognize that the conditions in this industry require the frequent hiring of drivers and helpers on a daily non- continuing basis. For this purpose, the Union shall maintain, for the convenience of the Company and the employees, a referral service which shall in all respects comply with all applicable provisions of law.

(c) The Company agrees to hire all drivers and helpers required on a daily non-continuing basis for work covered by this Agreement from the Union. This provision is subject to the following conditions:

(i) Applicants will be referred to the Company from the Union on a non-discriminatory basis, and such referral will in no way be affected by union membership or any aspect thereof.

(ii) The Company retains the right to reject any applicant referred from the Union.

## ARTICLE 8. LOCATION WORK

(a) Definition: studio – The term “studio” shall be defined as any building designed primarily for the production of motion pictures, or any location where the location will be used as the production site for three (3) weeks or more.

(b) Definition: location work – The term “location work” shall be defined as any work on motion pictures performed outside of the studio.

(c) Location Outside the Metropolitan Area – On all location work outside a thirty mile (30) mile radius from Columbus Circle, all expenses of the employees shall be paid by the Company. Employees shall be entitled to reimbursement for actual room and board expenses on location with first class room accommodations and with the minimums payable for breakfast, lunch and supper as follows:

Motion pictures commencing principal photography prior to 12/18/22 and seasons of series commencing principal photography prior to 12/18/22				
	<b>11/01/22 - 12/17/22</b>	<b>12/18/22 - 10/28/23</b>	<b>10/29/23 - 11/02/24</b>	<b>11/03/24 - 10/31/25</b>
Breakfast	\$5.00	\$5.00	\$7.00	\$8.00
Lunch	6.50	6.50	10.50	12.50
Supper	8.50	8.50	12.50	14.50
Motion pictures commencing principal photography on or after 12/18/22 and seasons of series commencing principal photography on or after 12/18/22				
	<b>11/01/22 - 12/17/22</b>	<b>12/18/22 - 10/28/23</b>	<b>10/29/23 - 11/02/24</b>	<b>11/03/24 - 10/31/25</b>
Breakfast	\$5.00	\$6.00	\$7.00	\$8.00
Lunch	6.50	8.50	10.50	12.50
Supper	8.50	10.50	12.50	14.50

(d) Location Inside Metropolitan Area – The Company shall provide meals for all employees on location within a radius of thirty (30) miles from Columbus Circle or, in lieu thereof, the Company shall provide actual meal expenses for all drivers and helpers on location within that radius, with the minimums payable for breakfast (for employees ordered out prior to 7:00 a.m.), lunch and supper (for all employees who work past the hour of 7:00 p.m.) as follows:

Motion pictures commencing principal photography prior to 12/18/22 and seasons of series commencing principal photography prior to 12/18/22				
	11/01/22 - 12/17/22	12/18/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Breakfast	\$9.50	\$9.50	\$11.50	\$12.50
Lunch	11.00	11.00	15.00	17.00
Supper	14.50	14.50	18.50	20.50

Motion pictures commencing principal photography on or after 12/18/22 and seasons of series commencing principal photography on or after 12/18/22				
	11/01/22 - 12/17/22	12/18/22 - 10/28/23	10/29/23 - 11/02/24	11/03/24 - 10/31/25
Breakfast	\$9.50	\$10.50	\$11.50	\$12.50
Lunch	11.00	13.00	15.00	17.00
Supper	14.50	16.50	18.50	20.50

The Company shall provide adequate lunches for employees required to work after midnight, without loss of time or pay to said employee.

(e) Payment for Sixth and Seventh Days on Location – Employees on location thirty (30) miles from Columbus Circle and who are required by the Company to be lodged overnight away from home shall be paid a straight day's pay for all unworked sixth or seventh days on location, but if they do perform work on said days, they shall receive overtime pay.

(f) Computation of Overtime Pay – Employees shall be paid for a full hour for a fraction of an hour worked (overtime).

(g) Manning of Vehicles – Except as provided for in Article 2(d) herein, all vehicles having a body of eighteen (18) feet or less in length shall be manned by one (1) employee covered by this Agreement, and all vehicles having a body of more than eighteen (18) and up to and including twenty-four (24) feet in length shall be manned by at least two (2) employees covered by this Agreement. All vehicles having a body in excess of twenty-four (24) feet in length

shall be manned by at least three (3) employees covered by this Agreement. Notwithstanding the provisions of this subparagraph (g), in the event that any vehicle is required to be driven into or within distant location or any location beyond the distant location, then such vehicle shall be manned by one (1) employee only, except that all vehicles required to tow another vehicle must have a chauffeur and a helper.

(h) Method of Payment – Drivers and helpers on location shall be paid in cash or check. If paid by check, the Company shall make provisions to cash them on the job site.

## **ARTICLE 9. FUND CONTRIBUTIONS**

### **(a) Theatrical Motion Pictures**

(i) Welfare Contributions – For employees employed on theatrical motion pictures only, the Company shall, on the 10th day of each month, pay to the Local 817 I.B.T. Welfare Fund a sum equal to the following percentage of the gross compensation paid to each employee covered by this Agreement during the preceding month for the purpose of providing welfare benefits, and holiday and vacation pay for said employees: for the period commencing November 1, 2022 to and including December 17, 2022, a sum equal to seventeen and one-half percent (17½%), and for the period commencing December 18, 2022 to and including October 31, 2025, a sum equal to eighteen and one-half percent (18½%).

Between November 1, 2022 and December 17, 2022, for employees engaged on the weekly flat rates set forth in Article 4 herein, the Company shall pay an additional one percent (1%) of the gross compensation paid to each such employee covered by this Agreement during the preceding month as a supplemental contribution to the Local 817 I.B.T. Welfare Fund.

(ii) Pension Contributions – For employees employed on theatrical motion pictures, the Company shall, on the 10th day of each month, pay to the Local 817 I.B.T. Pension Fund, for the period commencing November 1, 2022 to and including October 31, 2025, a sum equal to twelve percent (12%) of the gross compensation paid to each employee covered by this Agreement during the preceding month for the purpose of providing retirement benefits for said employees.

(iii) Scholarship Fund – For employees employed on theatrical motion pictures, the Company shall, on the 10th day of each month, pay to the Local 817 I.B.T. Scholarship Fund, for the period commencing November 1, 2022 to and including October 31, 2025, a sum equal to two and one-half percent (2½%) of the gross compensation paid to each employee covered by this Agreement during the preceding month for the purpose of providing educational training and scholarships for qualified employees, their families or dependents.

(b) Television Motion Pictures

(i) Welfare Contributions – For employees employed on television motion pictures only, the Company shall, on the 10th of each month, pay to the Local 817 I.B.T. Welfare Fund, for the period commencing November 1, 2022 to and including October 31, 2025, a sum equal to fourteen and one-half percent (14½%) of the gross compensation paid to each employee covered by this Agreement during the preceding month for the purpose of providing welfare benefits, and holiday and vacation pay for said employees.

(ii) Pension Contributions – For employees employed on television motion pictures, the Company shall, on the 10th day of each month, pay to the Local 817 I.B.T. Pension Fund, for the period commencing November 1, 2022 to and including October 31, 2025, a sum equal to twelve percent (12%) of the gross compensation paid to each employee covered by this Agreement during the preceding month for the purpose of providing retirement benefits for said employees.

(iii) Scholarship Fund – For employees employed on television motion pictures, the Company shall, on the 10th day of each month, pay to the Local 817 I.B.T. Scholarship Fund, for the period commencing November 1, 2022 to and including October 31, 2025, a sum equal to two and one-half percent (2½%) of the gross compensation paid to each employee covered by this Agreement during the preceding month for the purpose of providing educational training and scholarships for qualified employees, their families or dependents.

Notwithstanding the provisions of this subparagraph (b), any television series starting its fourth or subsequent season shall pay the theatrical fringe rates listed above in subparagraph (a).

(c) Administration of Funds – Said Welfare, Pension and Scholarship Funds shall be jointly administered by an equal number

of Management and Union Trustees, and a Trust Agreement, together with the Plan incorporating the terms and conditions of eligibility for Welfare, Pension and Scholarship benefits, shall be executed by the Company with the Union. The Company shall execute any and all instruments necessary to the administration of the Funds.

(d) Reallocation of Scholarship Fund Contributions

Local 817 shall have the right, effective October 29, 2023, to reallocate one-half percent (1/2%) from the Local 817 I.B.T. scholarship fund contribution rates in Article 9(a)(iii) and Article 9(b)(iii) above to the Local 817 I.B.T. Welfare Fund contribution rates set forth in Article 9(a)(i) and Article 9(b)(i) above by giving notice thereof to the AMPTP not less than three (3) months prior to October 29, 2023.

## **ARTICLE 9A. ENTERTAINMENT INDUSTRY 401(k) PLAN**

(a) The Company shall contribute to the Entertainment Industry 401(k) Plan (the “Plan”), on behalf of each employee employed by the Company under this Agreement, four percent (4%) of the gross compensation paid to such employee. Said percentage shall be increased to five percent (5%) effective October 29, 2023 and to six percent (6%) effective November 3, 2024.

Employer contributions must be received by the Plan on the 15th day of the calendar month following the payroll month in which the employee worked.

(b) The Company shall permit its employees to authorize 401(k) elective deferral withholdings from payroll during each payroll period or to cause such elective deferrals to be withheld and contributed on a pre- tax basis.

In addition, the Company shall permit its employees to authorize Roth 401(k) elective deferral withholdings from payroll during each payroll period or to cause such deferrals to be withheld and contributed on an after-tax basis.

The Company shall not be required to increase the employee’s gross compensation nor to match any amount of the employee’s deferrals into the Plan.

Employees shall make their deferral elections directly with the Plan, which will in turn notify the Company or payroll agent to begin withholdings. The Plan's maximum withholding percentage for elective deferrals is eighty-five percent (85%) of gross wages. The total elective deferrals to the Plan for an employee may not exceed the statutory IRS dollar maximum amount.

The Company shall remit elective deferral withholdings as soon as they may be segregated from the general assets of the employer, but in no event shall such withholdings be received by the Plan later than fifteen (15) business days after the day the funds are withheld from the employee's wages, as provided in 29 CFR 2510.3-102.

(c) Payment of contributions and remittance reports shall be mailed to the address below:

Entertainment Industry Benefit Plans  
P.O. Box 60669  
Los Angeles, CA 90060-0669  
(323) 993-8888

(d) The Entertainment Industry 401(k) Plan is a Trust, operated pursuant to the terms and provisions of written Trust Agreements. The Company agrees to be bound by all of the terms and conditions of the Trust Agreements as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreements. Payment of contributions to the Plan is otherwise subject to the rules, regulations and procedures of the Plan.

The Plan shall operate as a Taft-Hartley plan, administered by the Trustees. The Plan shall continue its current structure and shall operate in accordance with the following:

(i) The Company shall have no responsibility for any management or administrative costs of the Plan.

(ii) The Companies and the Union will take such measures as are required to limit the liability of the Companies.

(iii) The Company's participation in the Plan is contingent on the Plan's continued qualification as tax-exempt under the provisions of the Internal Revenue Code.

## **ARTICLE 10. DELINQUENCY OR DEFAULT**

In addition to any other remedies available to the Union or to the employees, failure to make the contributions provided for in Article 9 above shall render the Company, if an individual or partnership, and all officers of the Company, if a corporation, personally responsible to the employee for the payment and provision of all benefits, and said failure shall constitute a breach of this Agreement. The rights of said employees to collect said benefits shall be identical in nature to their rights to wages and the Union or Trustees may, on behalf of said employees, proceed to enforce said obligations. Notwithstanding the availability, use or non-use or other remedies, in the event the Company shall fail to make the contributions aforesaid at the time or times herein provided, or if the Company shall fail to comply with the terms of an Arbitrator's award, the Union shall have the right to order and conduct a work stoppage.

## **ARTICLE 11. HOLIDAYS**

Except as hereinafter provided, there shall be eleven (11) paid holidays consisting of New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Veteran's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday. When a holiday falls on an employee's regularly scheduled day off, which is other than Saturday or Sunday, the Company shall designate either the workday immediately preceding or following the calendar holiday as the day on which the holiday will be celebrated. The Company shall pay each employee for each holiday worked at holiday rates. The Local 817 I.B.T. Welfare Fund shall pay for all unworked holidays. Holiday overtime shall be paid for by the Company and said Fund shall have no obligation for any part of said payments.

## **ARTICLE 12. VACATION**

Eligible employees shall receive annual paid vacations. Vacation pay shall be provided by the Local 817 I.B.T. Welfare Fund, and eligibility for vacations and vacation pay shall be determined in accordance with applicable rules and regulations of the Fund. The Company shall hire additional theatrical chauffeurs and/or helpers as vacation replacements for its regular theatrical chauffeurs and/or helpers.

## **ARTICLE 13. DISCHARGE AND DISCIPLINE**

No employee shall be disciplined or discharged except for just cause. Without limiting the foregoing sentence, the Company shall have the right to discharge any employee for intoxication, dishonesty, theft, gross insubordination, violence or leaving the job without authority.

## **ARTICLE 14. 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 Company, and the Company 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 17 hereof.

## **ARTICLE 15. LOCATION REPORTING**

In the event that a vehicle is taken on location within the City of New York (except Staten Island) and can be parked in a secured location overnight, *e.g.*, a garage near the location, then, at the option of the Company, employees may be required to secure the vehicle on location. In that event, the employees shall be paid for all time at the end of the day up to the time the vehicle is secured and the employee's time shall commence the next work day at such time as he is required to report to the place where such vehicle is secured.

## **ARTICLE 16. CROSSING PICKET LINES**

It shall not be the duty of any employee nor shall any employee at any time be required to cross a lawful primary picket line, and refusal of an employee at the time to cross such picket line shall not constitute insubordination or cause for discharge or any disciplinary action. Any employee who shall not perform work by reason of refusal to cross a picket line, as herein provided, shall not be paid by reason of work not performed by reason thereof, except that if such employee shall already have begun to work on any day or shift prior to the time said refusal occurs, he shall be paid *pro rata* for such day or shift.

## **ARTICLE 17. 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 the Arbitration Board. The Arbitration Board shall consist of three (3) members, one (1) to be appointed promptly by the Company, one (1) to be appointed promptly by Local 817, and the third to be appointed promptly by these two appointees. In the event that the two arbitrators appointed by the Company and Local 817 fail to agree upon the appointment of a third arbitrator within one (1) week after their appointment, a third arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The decision of the Board of Arbitration shall be arrived at as promptly as possible, and shall be binding and conclusive upon the parties hereto. Decisions of the Board of Arbitration shall be binding when made by two or three members. Each case shall be decided on its merits and a decision in one case shall not be regarded as a precedent for any future case.

## **ARTICLE 18. MISCELLANEOUS PROVISIONS**

(a) No individual will be required to carry any stage property in or out of a studio, theatre, storehouse, or shop at any time, if doing so shall encroach on another union's jurisdiction.

(b) When items of cargo are small, or unusually valuable and the difficulty of delivery not too great, personnel may be required to enter buildings and actually deliver such items to consignees thereof and secure signed receipts therefor.

(c) In the event of any change in the law during the term of this Agreement, the Company agrees that the Union will be entitled to receive the maximum union security which may lawfully be permissible.

(d) In the event that any provision of this Agreement is in conflict with the law, it is understood and agreed that such provision is separable 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 or upon said law being determined to be unconstitutional or inapplicable. If, for the reasons above stated, any provisions thereof shall be inoperative, the Union shall have the right to submit to arbitration hereunder its demands for such further and additional provisions as may be fair and reasonable under the circumstances, and the decision of the Board of Arbitration shall be final and binding upon the parties.

(e) The Company shall be responsible for proper maintenance of its vehicles, and chauffeurs and helpers will be saved harmless by the Company from any liability arising from improper maintenance of such vehicles.

(f) The Company shall pay any and all fines levied against chauffeurs for parking violations incurred in the course of the Company's business and for other traffic violations which are not the fault of the chauffeur.

(g) All trucks engaged in motion picture work in place or places "on location" will be limited to the movement of only that cargo which is incidental to the place or places of "location" and will be considered "on location" until unloaded and returned to the place of hire. Said trucks shall be limited to the movement of only one truck load of the above-mentioned cargo. When a small added amount of equipment is needed for the same production, it shall be permissible for one of the assigned trucks to make such pickup provided it does not exceed one-half (½) truck load. However, any vehicle engaged for the run of the production shall be used for as many loads of equipment or cargo as shall be required.

(h) All trucks engaged in servicing a motion picture in a studio building shall be limited to that cargo only. Each such truck shall be limited to one truck load of equipment, but, in addition, small pickups not to exceed one quarter (¼) truck load on each truck will be permissible. However, in the event a vehicle is engaged for one or more weeks, then such vehicle may be used for as many loads as shall be required, provided that such loads shall be completed

without extending a driver's time beyond that worked by other drivers on the production. In any event, a vehicle engaged for the run of the production shall be used for as many loads as may be required.

(i) Warehousemen will be utilized at any time equipment is moved in or out of a warehouse for the production of a motion picture. They shall be paid at the chauffeur's rate of pay. The number of warehousemen required shall be mutually agreed upon by the Captain and the Company.

(j) The Union will assist and cooperate with the Companies to ensure that employees provide to the Companies all documentation required pursuant to applicable state and federal regulations.

(k) If an employee does not have sufficient time outside his or her working hours in order to vote on Election Day (*i.e.*, the Tuesday after the first Monday in November), the employee may, without loss of pay for up to three (3) hours, take off so much working time as will, when added to the employee's voting time outside his or her working hours, enable the employee to vote.

If the employee has four (4) consecutive hours either between the opening of the polls and the beginning of his or her working shift, or between the end of his or her working shift and the closing of the polls, the employee shall be deemed to have sufficient time outside his or her working hours within which to vote. If the employee has less than four (4) consecutive hours, the employee may take off so much working time as will, when added to his or her voting time outside the employee's working hours, enable the employee to vote, but not more than three (3) hours of which shall be without loss of pay, provided that the employee shall be allowed time off for voting only at the beginning or end of his or her working shift, as the Company may designate, unless otherwise mutually agreed.

The employee must notify the Company at least two (2) days before Election Day that the employee requires time off to vote as provided herein.

## **ARTICLE 19. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an

entire operation or a part thereof is sold, leased, transferred or taken over by sale, transfer, lease, leasing device, assignment, receivership or bankruptcy proceeding, such operation or part of an operation shall continue to be subject to the terms and conditions of this Agreement during the term hereof. On the sale, transfer, lease, etc., the specific provisions of this Agreement shall prevail. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy served upon the Union at the time the seller, transferor, lessor, etc. executes a contract or transaction as herein described. The Union shall also be advised of the nature of the transaction excluding financial details. In the event the purchaser, transferee, lessee, etc. fails to hire the employees covered under this Agreement, with full accrued seniority rights, if any, and to assume the obligations of this Agreement, then the Company shall be liable to the Union, and to the employees covered, for all damages sustained as a result of such failure of assumption, but the Company shall not be liable after the purchaser, transferee, or lessee has agreed in writing to hire the employees and to assume the obligations of this Agreement.

## **ARTICLE 20. UNION SECURITY**

(a) All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later.

(b) The Company agrees to discharge any employee within seven (7) days after receipt of written notice from the Union that said employee has failed to tender, within the times specified in subparagraph (a) of this provision, the dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

## **ARTICLE 21. CANCELLATION OF WORK ASSIGNMENTS**

The cancellation of a request previously made for employees to be furnished by the hiring hall shall not be effective unless made at least twelve (12) hours prior to the time on which said employment is scheduled to commence. The Company shall be liable for wages and other payments required by this Agreement for employees whose previously-ordered work assignment is cancelled less than twelve (12) hours prior to the scheduled commencement of the employment.

## **ARTICLE 22. DRUG AND ALCOHOL TESTING**

(a) During the term of this Agreement, the parties shall explore establishing a single alcohol and controlled substance testing program for employees employed by Companies under this Agreement and/or by employers under other collective bargaining agreements with Local 817. The testing program shall be set up to provide alcohol and controlled substance testing of individuals who possess a Class A or Class B driver's license and who operate, or stand in readiness to operate, commercial motor vehicles for Companies under this Agreement and/or for employers under other collective bargaining agreements with Local 817.

(b) The objectives of the program shall be:

(i) to ensure that the Companies meet the requirements for testing under the DOT regulations;

(ii) to maintain and make available to Companies a pool of drivers that has been tested as required by DOT regulations so as to be in readiness to fill the Companies' employment requirements without the need for duplicative pre-employment testing; and

(iii) to eliminate, as much as possible and consistent with DOT regulations, the need for time-consuming and duplicative pre- employment testing of drivers.

## **ARTICLE 23. ADMINISTRATIVE MATTERS**

(a) On a timely basis each day, the Captain shall provide the Company with: (1) the Captain's Report listing the name of each driver, the equipment assigned to the driver and the driver's in and

out times for the previous day; and (2) the next day's call sheet listing the name of each driver the Company intends to employ the following day and the equipment that the driver is expected to drive.

(b) Drivers of commercial motor vehicles must complete logs accurately and completely when and as requested by the Company. If the Company reasonably anticipates that the driver of a non-commercial motor vehicle may be assigned to operate a commercial motor vehicle within a rolling seven (7) day period, then such driver shall also complete a log in the manner provided above for those days spent operating the non-commercial motor vehicle. If such driver is later assigned to operate a commercial motor vehicle, he or she must provide the Company with the 7-day recap prior to the first day he or she is assigned to operate the commercial motor vehicle.

(c) No driver may commence employment without providing the following information to the Company:

(i) For drivers assigned to operate a commercial motor vehicle, a complete statement of on-duty hours (*a.k.a.* "7-day recap") for the seven (7) days immediately prior to the first day of the driver's employment and the time the driver was last relieved from duty prior to beginning work for the Company;

(ii) A copy of a valid driver's license;

(iii) A completed application. (For drivers of non-commercial motor vehicles, the Company may use the application attached as Exhibit B or, alternatively, may submit its application to the Union for its review.);

(iv) A signed release for the Company to obtain a Motor Vehicle Report;

(v) A current Medical Examiner's Certificate, unless the driver has provided a copy of his or her Medical Examiner's Certificate to the State Driver Licensing Agency that issued his or her Class A or Class B license;

(vi) An annual Driver's Certification of Violations; and

(vii) Documents necessary to carry over the driver's participation in a controlled substance and alcohol testing program from a previous employer.

(d) The Union shall furnish to the Company a daily hire list as complete as possible and within reasonable time constraints sufficiently in advance of a driver's employment to enable the Company to conduct background checks, comply with testing requirements and obtain motor vehicle/background reports.

(e) The Union agrees to encourage drivers to enroll in the LENS program.

(f) The Union agrees to encourage ongoing driver and DOT Administrator training.

## **ARTICLE 24. SICK LEAVE**

The following shall apply to employees employed under this Agreement commencing January 1, 2023:

(a) Employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Company, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, a Company 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 Company, in the middle of the calendar year). The Company 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, a calendar year shall be measured, as designated by the Company, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

(b) 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,<sup>1</sup> regardless of whether the illness, injury, or health condition has

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<sup>1</sup> "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*.

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:

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

(ii) 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;

(iii) 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;

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

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

(vi) to enroll children in a new school; or

(vii) 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 (i) through (vii) 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.

(c) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is

required as soon as practicable. The Company may request documentation from an employee confirming the employee's eligibility to take sick leave when the employee uses leave for three or more consecutive and previously scheduled workdays. The Company 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 the employee's eligibility for leave.

A Company 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.

(d) For employees employed on a daily or weekly basis, a day of sick leave pay shall be equal to seven (7) hours' pay at the employee's straight time hourly rate; seven (7) hours shall be deducted from the employee's accrued sick time. 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 and four (4) hours shall be deducted from the employee's accrued sick time. No fringe benefit contributions shall be made on paid sick leave. An employee who is engaged for five (5) days in a week on a weekly flat rate shall not be entitled to sick leave pay (and hours of paid sick leave shall not be deducted from the employee's accrual) if the employee takes only one day of paid sick leave in a week. Replacements for weekly employees may be hired either on a daily basis or 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 the employee's right to paid sick leave.

(e) An employee's unused sick leave shall be carried over to the following calendar year; provided, however, that a Company may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article shall be construed to require a Company 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 a Company's obligations to provide paid sick leave under this Article.

(f) No Company 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.

(g) Upon return to work following any sick leave taken pursuant to this Article, an employee shall be restored by the Company 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.

(h) The Company shall advise the employee of the designated Company representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article. Upon the oral or written request of an employee to the designated Company representative or department, the Company 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 Company shall provide the information to the employee within three (3) business days of the request.

(i) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided in Article 17 hereof.

## **ARTICLE 25. DIVERSITY, EQUITY AND INCLUSION**

(a) Statement of Commitment. Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, the Company and the Union mutually reaffirm their commitment to make good faith efforts to create an atmosphere of inclusion and equity (which may include trainings on these topics) and to increase employment opportunities for individuals from 'underrepresented populations' in order to foster a more inclusive and diverse workforce in the motion picture industry. Historically, 'underrepresented populations' have traditionally been defined as

women, racial and ethnic minority, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

In furtherance of this commitment, the Company, in partnership with the Union, seeks to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the classifications covered by this Agreement.

(b) Self-Identification Data. During the 2022 negotiations, the parties discussed the efforts that have been made by the Companies 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 under-represented 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 a Company, including when individuals are completing start paperwork for a Company. To the extent that the Union has aggregated diversity statistics concerning Union-covered employees, the Union agrees to share the information with the Company upon request, but no more frequently than twice per year. To the extent that a Company has aggregated diversity statistics concerning Union-covered employees, the Company agrees to share the information with the Union upon request, but no more frequently than twice per year.

(c) Training Program Opportunities and Joint Mentorship Program. In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article, an individual Company or the AMPTP 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 duties of the classification for which the training is provided, and shall be subject to the following: (1) the Teamster Captain consents to the placement of the trainee in the department; (2) the trainee completes the safety training required to perform the duties assigned as part of the training; (3) the trainee is an additional hire to an otherwise fully-staffed department; (4) no more than one trainee is assigned to the department at a time; and (5) the Company shall notify Local 817 when it hires a trainee.

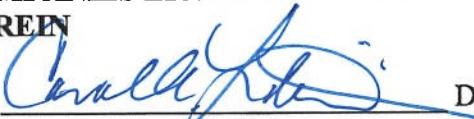
## **ARTICLE 26. TERM OF AGREEMENT**

The term of the Agreement shall be from November 1, 2022 to and including October 31, 2025.

**THEATRICAL DRIVERS AND HELPERS, LOCAL UNION 817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSES MEN AND HELPERS OF AMERICA**

By:  Date: 12/6/27  
Thomas J. O'Donnell  
President

**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN THE FIRST PARAGRAPH HEREIN**

By:  Date: December 6, 2024  
Carol A. Lombardini  
President

## EXHIBIT A

November 1, 2004  
Revised as of November 1, 2007  
Revised as of November 1, 2013  
Revised as of November 1, 2016  
Revised as of November 1, 2019  
Revised as of November 1, 2022

Local 817/I.B.T.  
Theatrical Drivers and Helpers  
127 Cutter Mill Road  
Great Neck, New York 11021

Attention: Mr. Thomas O'Donnell, President

Dear Tom:

This letter agreement shall supplement the agreement between the following companies represented for purposes of collective bargaining by the Alliance of Motion Picture and Television Producers:

12:05 AM Productions, LLC  
20th Century Studios, Inc.  
40 North Productions, LLC  
ABC Signature, LLC  
(f/k/a Touchstone Television  
Productions, LLC)  
ABC Studios New York, LLC  
Apple Studios LLC  
CBS Studios Inc.  
Columbia Pictures Industries,  
Inc.  
DW Studios Productions LLC  
Eye Productions Inc.  
FTP Productions, LLC  
Focus Features Productions LLC  
HBO Entertainment, Inc.  
HBO Films, Inc.  
Hop, Skip & Jump Productions,  
Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.  
Kapital Productions, LLC  
Legendary Features Productions  
US, LLC

**EXHIBIT A**

Local 817/I.B.T.

Revised as of November 1, 2022

Marvel Pic Works LLC  
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.  
New Regency Productions, Inc.  
Pacific 2.1 Entertainment Group,  
Inc.  
Paramount Pictures Corporation  
Picrow, Inc.  
Picrow Streaming Inc.  
San Vicente Productions, Inc.  
Screen Gems Productions, Inc.  
Showtime Pictures Development  
Company  
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 Network Television  
LLC  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Specialty Productions  
Inc.  
XOF Studios, LLC

(hereinafter referred to individually as “the Company” and collectively as “the Companies”) and Theatrical Drivers and Helpers Local Union 817, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and

## EXHIBIT A

Local 817/I.B.T.

Revised as of November 1, 2022

Helpers of America, dated the 1st day of November, 2022, wherein the Company and the Union agree as follows:

1. The failure to comply with an arbitration award rendered against a party pursuant to Article 17 shall relieve the other party of its obligations under Article 14 only in the event that advance notice of an intention to strike or lock out, as the case may be, is sent to the other party, and received by it two (2) business days prior to such strike or lockout.

2. Article 19, "Successors and Assigns," shall cover only operations or parts thereof engaged in the production of motion pictures.

3. In consideration of the fact that employees employed under the Local 817 Agreement are entitled to basic and overtime compensation, contributions for pension, health and scholarship plan coverage, vacation pay, unworked holiday pay, premium pay (including for work on holidays) and sick leave, the Union hereby waives the rights of the employees employed under this Agreement to paid or unpaid sick leave as provided in the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*).

In addition, 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 State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-B); 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

**EXHIBIT A**

Local 817/I.B.T.

Revised as of November 1, 2022

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); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey) and the Philadelphia Promoting Healthy Families and Workplaces Law (Chapter 9-4100 of the Philadelphia Code); 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.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between us.

Very truly yours,

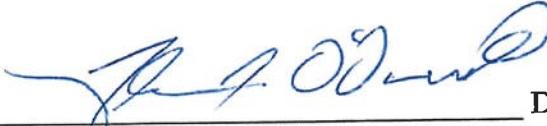
  
Carol A. Lombardini

For the Alliance of Motion Picture and Television Producers on behalf of the companies listed herein

**ACCEPTED AND AGREED:**

**THEATRICAL DRIVERS AND HELPERS, LOCAL UNION 817,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA**

By:

  
Thomas J. O'Donnell

President

Date:

12/6/24

## EXHIBIT B - Non-Commercial Drivers' Application

Company  
Company Address  
City, State, Zip Code

USDOT # \_\_\_\_\_

Application Date: \_\_\_\_\_

Name: _____	Last	First	Middle	Social Security No. _____
Driver's License No.: _____	State: _____	Exp.: _____	Date of Birth: _____	
Class: _____	Endorsements: _____	Restrictions: _____	Medical Card Expiration: _____	
Teamster Local # and State	Teamster Grouping (if applicable)		Applicant's E-mail	
Home Phone Number	Cell Phone Number		Additional Phone Number(s)	
Emergency Contact #1	Relationship to Applicant	Home Phone Number	Cell Phone Number	
Emergency Contact #2	Relationship to Applicant	Home Phone Number	Cell Phone Number	

**DOT regulation 391.21 requires that you provide 3 years of residency information on this application (P.O. Box is not acceptable).**

384.212(b) The State shall require any person holding a CDL issued by another State to apply for a transfer CDL from that State within 30 days after establishing domicile in the State.

The state that appears on the address on your driver's license must be the same state as your current physical address listed below.

Current Physical Address	City, State, Zip	Yrs.   Mos.	How Long
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Mailing Address (ONLY if different from physical address)	City, State, Zip
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Previous Address	City, State, Zip	Yrs.   Mos.	How Long
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Previous Address	City, State, Zip	Yrs.   Mos.	How Long
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Previous Address	City, State, Zip	Yrs.   Mos.	How Long
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This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

Applicant's Signature	Date
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