

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

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

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

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

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

1. **Article 3 – Term of Agreement**

Modify Article 3 of the 2021 Agreement as follows:

"ARTICLE 3. TERM OF AGREEMENT

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

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

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

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

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

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

- f. Employer shall give preference of employment to individuals on the Preference List for the classification in which it is seeking to hire. For example, if an Employer is seeking to hire an Assistant Location Manager, it must give preference to those individuals listed on the Assistant Location Manager Preference List. Such preference of employment shall be subject to the following:
- i. Should 5% or fewer of individuals on the Preference List for a given classification be available for hire at the time an Employer wishes to hire, the Employer may secure employees from any source. The Union shall provide notice to the Employers when 5% or fewer of the individuals on the Preference List for a given classification are available for hire. Individuals on a Preference List shall be responsible for updating the Union on an ongoing basis as to whether they are available for hire.
- ii. The Union will not unreasonably deny the request of an Employer to hire individuals not on a Preference List who have special experience, skill and/or qualifications for the duties and/or equipment necessary for operation (including special familiarity with the locations where the motion picture will be shooting).
- iii. An Employer may retain individuals not on a Preference List who are hired under subparagraphs i. or ii. above until such individuals are laid off. If any such individual is laid off during a production hiatus, the Employer may re-hire that individual upon resumption of production.

- g. CSATF shall remove individuals from the Preference Lists for the following reasons:
- i. Failure to work at least one (1) day in a three (3) year period.
- ii. Discharge three (3) times for cause.
- iii. Retirement.
- iv. Death.
- v. Failure to complete all industry safety training courses required by CSATF (or their equivalent as agreed upon by the New York Safety Committee) within ninety (90) days of placement on the Preference List and refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF (but the individual will be reinstated to the

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

- h. Additionally, individuals may be removed from the Preference Lists with respect to a particular Employer in the following circumstances:
 - i. Discharge by the Employer for cause.
 - ii. In the event a person called by the Employer accepts the call and fails or refuses to report for work after accepting such calls on two occasions.
 - iii. Retirement (however, the Employer may employ such individual as though the individual had not been removed from the Preference Lists).
 - iv. Death.
- i. Preference List Placement or Removal Dispute Procedure – Disputes regarding the placement of any person on a Preference List or the removal of any person from the Preference Lists shall be resolved in the following manner:
 - i. Placement Dispute Procedure: CSATF shall notify the Union of its intention to place a person on a Preference List. CSATF's notice shall contain the individual's name, address, telephone number and social security number, provided CSATF possesses such information. The Union may protest the intended action of CSATF within ten (10) business days by a written notice to CSATF. The Union shall have the right to challenge any Preference List placement with respect to the qualifications required above. In the event of a protest, CSATF shall notify the Employer(s) involved and the person. The person will not be placed on the Preference List until the matter has been determined. Upon such protest, a hearing shall be scheduled before an impartial arbitrator, subject to the procedure listed below. If no protest is filed within ten (10) business days, the respective parties waive the right to protest.
 1. The Union and the Employer(s) agree to submit to final and binding arbitration, before the impartial arbitrator, disputes involving the placement of any person on a Preference List.
 2. The Union and the Employers select [*to be discussed*] to act as the impartial arbitrator in all cases submitted to arbitration under this Article, and [*to be discussed*] as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act.
 3. In an arbitration conducted pursuant to this Article, CSATF shall participate as an administrative witness and a custodian of records, and the Union shall represent itself. Any person whose intended

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

4. The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the Union or Employer(s). Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.
5. The award of the arbitrator shall be rendered in writing within ten (10) business days after the conclusion of the hearing unless the time is expressly extended by the Employers and the Union. The written award of the impartial arbitrator shall be final and binding upon the Union, CSATF, the Employer(s) and any person whose Preference List placement is at issue. In the event that the award of the impartial arbitrator is to place the individual's name on a Preference List, the person's Preference List date shall be retroactive to the date that said person would have been placed on the Preference List but for said protest.
6. The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by the Employer(s) and by the Union. All other costs and fees shall be borne by the party incurring same.

ii. *Removal Dispute Procedure:* CSATF will notify, in writing, the Union and the involved person at that person's last known address of the intended removal from the Preference Lists and specify the date of such removal. Such notice shall be given not less than fifteen (15) business days prior to removal of such person. The Union and/or the involved person shall have the right to challenge the removal by submitting a written protest within twenty (20) business days following receipt of the notice of intention to remove the individual from the Preference Lists. If no protest is filed within said time period, the right to protest is waived. In the event of a protest, the person's name will not be removed from the Preference Lists until the matter has been determined.

1. The Union and CSATF agree to submit to final and binding arbitration before an impartial arbitrator disputes involving the removal of any person from the Preference Lists.

2. In an arbitration conducted pursuant to this provision, CSATF and the Union shall participate as parties. Any person whose intended Preference List removal is involved in such dispute shall be entitled to have counsel present at the arbitration, at that person's own expense.
3. The Union and CSATF select *[to be discussed]* to act as the impartial arbitrator in all cases submitted to arbitration under this provision and *[to be discussed]* as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act. In the event that both the impartial arbitrator and the alternate arbitrator are unable or unwilling to act, the arbitrator shall be selected by mutual agreement of the Union and CSATF.
4. The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the Union or CSATF. Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.
5. The award of the arbitrator shall be rendered in writing within twenty (20) business days after the conclusion of the hearing unless the time is expressly extended by the CSATF and the Union. The written award of the impartial arbitrator shall be final and binding upon the Union, CSATF and any person whose Preference List removal is at issue.
6. The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by CSATF and by the Union. All other costs and fees shall be borne by the party incurring the same.
7. Any of the time limits set forth herein may be extended by mutual agreement of the parties.

j. Individuals who attend training classes administered by CSATF which are required for placement on a Preference List or for maintaining placement on a Preference List shall be paid a stipend of \$25.00 for each hour the individual attends such classes outside of employment. Such training courses may be taken no earlier than April 1, 2025.

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

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

“ARTICLE 14. DIVERSITY, EQUITY AND INCLUSION

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

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

* * *

4. **Article 16 – Sick Leave**

Modify Article 16 of the 2021 Agreement as follows:

“ARTICLE 16. SICK LEAVE

* * *

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

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

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

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

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

* * *

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

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5. New Article – Bereavement Leave

Add a new Article to the 2024 Agreement as follows:

“ARTICLE []. BEREAVEMENT LEAVE

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

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

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

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

6. **Article 17 – Wage Scales**

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

“ARTICLE 17. WAGE SCALES

“a. Minimum Hourly Wage Rates

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

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

7. **Article 19 – Minimum Guarantees**

Modify Article 19 of the 2021 Agreement as follows:

“ARTICLE 19. MINIMUM GUARANTEES

* * *

“e. Overtime

“i. Weekly Employees:

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

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

“ii. Daily Employees:

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

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

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

* * *

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

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

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

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

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

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

Modify Article 12 of the 2021 Agreement as follows:

“ARTICLE 12. MOTION PICTURE INDUSTRY PENSION AND HEALTH PLANS

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

“Active Employees Fund

“Medical (Basic Rate): **\$4.513 per hour effective October 1, 2021**
\$7.103 per hour effective September 29, 2024;
“\$4.913 per hour effective October 3, 2021
\$7.553 per hour effective September 28, 2025;
“\$5.313 per hour effective October 2, 2022
\$8.003 per hour effective October 4, 2026;
“\$5.713 per hour effective October 1, 2023;
“Dental: \$0.187 per hour
“Vision: \$0.05 per hour

“Retired Employees Fund

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

“Pension Plan \$1.8065 per hour

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

~~“Effective October 2, 2022, an 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 September 29, 2024~~ is ~~\$16.690~~ ~~\$17.514~~ per hour, comprised of ~~\$9.825~~ ~~\$10.345~~ per hour to the Active Employees Fund, ~~\$4.905~~ ~~\$5.209~~ per hour to the Pension Plan and \$1.96 per hour to the Retired Employees Fund.

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

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

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

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

Modify Article 13 of the 2021 Agreement as follows:

“ARTICLE 13. MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN

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

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

10. **New Article – Workweek Shifts**

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

“Article 19.1 WORKWEEK SHIFTS

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

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

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

11. **Article 21 – Rest Period**

Modify Article 21 of the 2021 Agreement as follows:

ARTICLE 21. REST PERIODS

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

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

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

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

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

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

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

“ARTICLE 22. DEFINITION OF WORK

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

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

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

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

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

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

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

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

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

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

Modify Article 23 of the 2021 Agreement as follows:

“ARTICLE 23. USE OF EMPLOYEE CAR-VEHICLE

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

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

- “i. Pay a ~~car~~ vehicle allowance of fifty dollars (\$50.00) ~~(fifty-five dollars (\$55.00) effective October 4, 2026)~~ for each day the ~~car~~ vehicle is required by the Employer and, in addition, reimburse for the cost of fuel used in the performance of such duties upon the employee’s submission of receipts or other such documentation required by the Employer; or
- “ii. Pay a ~~car~~ vehicle allowance of seventy dollars (\$70.00) ~~(seventy-five dollars (\$75.00) effective October 4, 2026)~~ for each day the ~~car~~ vehicle is required by the Employer, which shall include any fuel costs incurred by such employee.

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

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

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

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

14. Article 24 – Holidays

Modify Article 24 of the 2021 Agreement as follows:

ARTICLE 24. HOLIDAYS

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

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

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

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

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

Modify Article 26 of the 2021 Agreement as follows:

“ARTICLE 26. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS

“a. Distant Location Defined.

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

“b. Working Conditions:

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

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

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

* * *

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

Modify Article 37 of the 2021 Agreement as follows:

“ARTICLE 37. MISCELLANEOUS PROVISIONS

* * *

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

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

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

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

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

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

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

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

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

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

“Please distribute this bulletin to appropriate production personnel.”

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

By: 
Thomas O'Donnell

Date: 11/14/2024

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

By: 
Carol A. Lombardini

Date: November 15, 2024

EXHIBIT A
AMPTP-Represented Companies

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

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

Big Indie Pictures, Inc
Bonanza Productions Inc.

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

CMS Productions
CPT Holdings, Inc.

Dyminium Productions, LLC

Eye Productions Inc.

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

GWave Productions, LLC

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

Inclined Productions, Inc.
Instigators LLC

Jax Media, LLC

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

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

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

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

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

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

Remote Broadcasting, Inc.
Ruff Draft Productions, LLC

Salt Spring Media, Inc.
Salty Pictures, Inc.

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

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

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

Universal City Studios LLC
Universal Content Productions LLC
Universal Television LLC

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

XOF Studios, LLC

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