

AGREEMENT OF APRIL 1, 2025
BETWEEN PRODUCERS REPRESENTED BY THE AMPTP
AND TEAMSTERS LOCAL 769 - DRIVERS AGREEMENT

THIS AGREEMENT (the “Agreement”) is between Teamsters Local Union 769, affiliated with the International Brotherhood of Teamsters, 12365 West Dixie Highway, North Miami, Florida 33161 (hereinafter called the “Union”), on the one hand, and the Producers represented by the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) which are listed in Exhibit “A” attached hereto (each hereinafter respectively referred to as the “Producer” and collectively referred to as the “Producers”), on the other hand.

WITNESSETH

WHEREAS, the Union is a duly authorized and recognized representative of Bargaining Unit employees defined as Teamster Captains, Teamster Co-Captains, Production Van/Generator Operators, Insert Truck Operators, Class “A” Drivers, Class “B” Drivers, Class “C” Drivers, Mechanics, Dispatchers, Chauffeurs, Warehousemen, and Helpers, Cook/Drivers, Hyphenate Driver/Craftsperson, Camera Car Driver, Stunt and/or Blind Driver, Chapman Crane Operator, Ramrods and all related Wrangler classifications (as commonly known in the entertainment industry) in the theatrical, motion picture, television and entertainment industries. The use of the masculine gender in this Agreement shall include both male and female.

WHEREAS, the Producer is a producer of Feature Motion Pictures, Low Budget Motion Pictures, Long Form Television, Television Pilots, Episodic Television and Made for Cable Productions.

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

ARTICLE 1. RECOGNITION

The Producer recognizes the Union as the exclusive collective bargaining representative of drivers of all vehicles and of warehousemen and helpers hired in the jurisdiction of Local Union 769.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement shall cover all pick-ups and/or deliveries, or hauling of any description, performed by or for the Producer and shall govern said work without regard to the type or description of vehicle utilized or the place of location where such employment occurs. Said work shall be performed only by employees covered by this Agreement. Chauffeurs employed under this Agreement shall not be restricted as to the nature of the pick-up, delivery or hauling 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 and Insert Cars, Cherry Pickers, Cinemobiles, Wranglers, and combination 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 other way made available to the Producer.

Motion Picture Equipment will be operated only by employees covered by this Agreement. The number of employees required to be hired to operate incoming or outgoing vehicles shall be determined by the Union and the Producer.

ARTICLE 3. SAVINGS CLAUSE

If any provision of this Agreement is invalid under state or federal law, including those of the Department of Transportation (“DOT”), such provision shall be modified to comply with the requirements of state or federal law or shall be renegotiated for the adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, either party may submit these unresolved matters to binding arbitration under the provision of Article 17.

ARTICLE 4. NON-DISCRIMINATION

The Producer and the Union agree that there shall be no discrimination against any employee or prospective employee due to race, color, creed, religion, sex, sexual preference, age, qualified disability, national origin, Union membership, or Veteran status or as otherwise provided in applicable local, state or federal law. The matters covered in this Article are not subject to the Grievance Procedure.

ARTICLE 5. NO STRIKE, NO LOCKOUT

The Union agrees during the existence of this Agreement, unless the Producer fails to comply with an arbitration award, not to strike against, picket, boycott or interfere in any way with or curtail the business of the Producer for any reason whatsoever, and to order its members to immediately perform their obligations to the Producer hereunder and to use its best efforts to get the employees to perform such obligations. The Producer agrees not to engage in any lockout unless the Union fails to comply with an arbitration award. However, the Producer’s or Union’s properly-served notice to the other party of its intention to attempt to set aside an arbitration award in a court of competent jurisdiction (including continuation through the appropriate appeals procedure) shall not constitute failure to comply with said award.

ARTICLE 6. TEAMSTER CAPTAIN

The Producer, in consultation with the Union, shall designate a Teamster Captain who, under the direction of the Producer, shall be in general charge of the Producer’s transportation requirements. The duties of the Teamster Captain shall be to organize and coordinate the transportation operation of the project and to arrange for the hire of equipment, vehicles and the placement of drivers. The Teamster Captain shall maintain a transportation office in which drivers are dispatched. The Teamster Captain shall be paid the rates herein provided and on a daily basis shall be the first to be engaged and the last to be terminated. Such duties shall not include driving, except for one transport of personnel at the beginning of the workday and another at the end of the workday.

ARTICLE 7. TEAMSTER CO-CAPTAIN

The Teamster Captain shall designate/appoint a Teamster Co-Captain who, in consultation with the Teamster Captain, shall scout possible locations to determine parking of the equipment at location sites. The Co-Captain shall handle all transport needs from the set, supervise the parking of the equipment and assist drivers. In addition, the Co-Captain shall perform any other duties assigned to him by the Captain. The Co-Captain shall be paid the rate herein provided to and from the location set. The Co-Captain shall be the second to be engaged and the second to last to be terminated.

ARTICLE 8. HOURLY RATES OF PAY

The feature rates as specified herein shall apply to all features budgeted in excess of seven million dollars (\$7,000,000).

For the pilot and for the first and second seasons of a network episodic television series, the feature rates, minus three percent (3%), shall apply. For the third season and each subsequent season of all network episodic television series, the feature rates shall apply.

For the pilot and for the first season of a basic cable episodic series, the low budget rates shall apply. For the second season of a basic cable episodic series, the feature rates, minus three percent (3%), shall apply. For the third season and each subsequent season of a basic cable episodic series, the feature rates shall apply.

The low budget rates shall apply for all low budget programming defined as features budgeted at seven million dollars (\$7,000,000) or less, cable pilots, the first season of a basic cable episodic series, and long-form television programs (which includes movies-of-the-week and mini-series).

Feature Rates			
<i>(applicable to features budgeted in excess of \$7,000,000 and the third and each subsequent season of network and basic cable episodic series)</i>			
	3/30/25 – 3/28/26	3/29/26 – 4/3/27	4/4/27 – 3/31/28
Captain	\$51.93	\$54.01	\$55.90
Co-Captain	50.64	52.67	54.51
Special Equipment	48.75	50.70	52.47
Production Van/ Generator	50.89	52.93	54.78
Class “A”	46.28	48.13	49.81
Class “B”	43.91	45.67	47.27
15-Passenger Van Driver	43.91	45.67	47.27
Fewer Than 15-Passenger Van Driver	41.11	42.75	44.25
Class “C”	39.94	41.54	42.99
Chauffeur	39.01	40.57	41.99
Dispatcher	48.75	50.70	52.47
Mechanic	48.75	50.70	52.47
Driver/Caterer	48.75	50.70	52.47

Low Budget Rates

(applicable to features budgeted at \$7,000,000 or less, basic cable pilots, the first season of basic cable episodic series and long-form television programs (including movies-of-the-week and mini-series))

	3/30/25 – 3/28/26	3/29/26 – 4/3/27	4/4/27 – 3/31/28
Captain	\$46.72	\$48.59	\$50.29
Co-Captain	45.57	47.39	49.05
Special Equipment	43.91	45.67	47.27
Production Van/ Generator	45.76	47.59	49.26
Class “A”	41.66	43.33	44.85
Class “B”	39.47	41.05	42.49
15-Passenger Van Driver	39.47	41.05	42.49
Fewer Than 15-Passenger Van Driver	37.00	38.48	39.83
Class “C”	35.93	37.37	38.68
Chauffeur	35.10	36.50	37.78
Dispatcher	43.91	45.67	47.27
Mechanic	43.91	45.67	47.27
Driver/Caterer	43.91	45.67	47.27

Feature Rates Minus Three Percent (3%)

(applicable to network pilots, the first and second seasons of network episodic series and the second season of basic cable episodic series)

	3/30/25 – 3/28/26	3/29/26 – 4/3/27	4/4/27 – 3/31/28
Captain	\$50.37	\$52.39	\$54.22
Co-Captain	49.12	51.09	52.87
Special Equipment	47.29	49.18	50.90
Production Van/ Generator	49.36	51.34	53.14
Class “A”	44.89	46.69	48.32
Class “B”	42.59	44.30	45.85
15-Passenger Van Driver	42.59	44.30	45.85
Fewer Than 15-Passenger Van Driver	39.88	41.47	42.92
Class “C”	38.74	40.29	41.70
Chauffeur	37.84	39.35	40.73
Dispatcher	47.29	49.18	50.90
Mechanic	47.29	49.18	50.90
Driver/Caterer	47.29	49.18	50.90

ARTICLE 9. CONTRIBUTIONS

Aggregate Health, Welfare and Pension Contributions for features budgeted in excess of seven million dollars (\$7,000,000) and for the third and each subsequent season of all network episodic television series and basic cable episodic television series shall be paid at the rate of \$200.00 per day effective March 30, 2025, \$210.00 per day effective March 29, 2026 and \$220.00 per day effective April 4, 2027.

Aggregate Health, Welfare and Pension Contributions for low budget projects, including features budgeted at seven million dollars (\$7,000,000) or less, the pilot and the first and second seasons of all network episodic television series, the pilot and the first and second seasons of all basic cable episodic series and long-form television programs (which includes movies-of-the-week and mini-series) shall be paid at the rate of \$185.00 per day effective March 30, 2025, \$195.00 per day effective March 29, 2026 and \$205.00 per day effective April 4, 2027.

The daily contributions stated above shall be paid to the Entertainment Industry Flex Plan pursuant to its Trust Agreement and allocated as follows:

Feature Contributions (<i>applicable to features budgeted in excess of \$7,000,000 and the third and each subsequent season of all network and basic cable episodic series</i>)					
3/30/25 – 3/28/26		3/29/26 – 4/3/27		4/4/27 – 3/31/28	
Health and Welfare	Pension	Health and Welfare	Pension	Health and Welfare	Pension
\$120.00	\$80.00	\$126.00	\$84.00	\$132.00	\$88.00

Low Budget Contributions (<i>applicable to features budgeted at \$7,000,000 or less, the pilot and the first two seasons of network and basic cable episodic series and long-form television programs (including movies-of-the-week and mini-series)</i>)					
3/30/25 – 3/28/26		3/29/26 – 4/3/27		4/4/27 – 3/31/28	
Health and Welfare	Pension	Health and Welfare	Pension	Health and Welfare	Pension
\$111.00	\$74.00	\$117.00	\$78.00	\$123.00	\$82.00

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 Producer responsible to the employee for the payment of such monies, and said failure shall constitute a breach of this Agreement. The right of said employees to have such contributions made on their behalf shall be identical in nature to their rights to collect wages and the Union may, on behalf of said employee(s), proceed to enforce said obligations. Notwithstanding the availability, use or non-use of other remedies, in the event the Producer shall fail to make the payments aforesaid at the time or times provided, or if the Producer 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, but only after providing the Producer with written notice and only if the Producer has failed to cure the delinquency within five (5) business days after receipt of the notice. A Producer's properly-

served notice to the Union of its intention to attempt to set aside an arbitrator's award in a court of competent jurisdiction (including exhausting the appeals process) shall not constitute failure to comply with the terms of the arbitrator's award. If a dispute arises regarding the payment of health or pension contributions, the Union agrees to contact Labor Relations for resolution.

Notwithstanding anything herein contained, it is agreed that in the event the Producer is delinquent in the payment of its contributions to the Health or Pension Plans created under this Agreement, in accordance with the rules and regulations of the Trustees or Directors of such Plans, after the President of the Local Union has given written notice to the Producer specifically identifying such delinquent payments and the Producer has failed to cure the delinquency within five (5) days after receipt of the written notice, excluding Saturdays, Sundays and holidays, the Local Union shall have the right to take such action as it deems necessary until such delinquent payments are made; however, such action shall not be in violation of Article 5 of this Agreement. It is further agreed that in the event such action is taken, the Producer shall be responsible to the employees for losses resulting from such delinquent payments. This means that a delinquent Producer would be responsible for any loss of health or pension benefits which occurs to a claiming employee as a result of the specified delinquencies. It is further understood that no claim could be made under this Article for wages not earned by employees because of job action by the Local Union as applied to any delinquent Producer hereunder as a result of specified delinquencies.

ARTICLE 11. HOURS OF WORK

(A) Workday: The minimum call for work on a regular workday shall be ten (10) hours. The minimum call for work on a sixth day and/or for work on a seventh day shall be eight (8) hours; however, should the employee work more than eight (8) hours, the minimum call for such sixth and/or seventh day worked shall be ten (10) hours. The minimum call for work on a holiday shall be eight (8) hours; however, should the employee work more than eight (8) hours, the minimum call for the holiday worked shall be ten (10) hours.

(B) Workweek: The regular workweek shall consist of any five (5) consecutive workdays out of seven (7) days. One time during the production of a motion picture, the Producer may shift the workweek, without incurring added costs, by adding one (1) or two (2) 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. The Producer may shift the workweek on an episodic television series once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week). “Off production” and “on production” employees may have separate workweeks and the workweek of each may be shifted independently from the other. Any workweek shift shall be subject to a thirty-two (32) hour rest period.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek and the employee would receive fewer than two (2) days off in the workweek as a result of a workweek shift, the Producer shall pay the premium for the sixth (6th) and/or seventh (7th) day worked of the preceding workweek.

The parties confirm that the foregoing “shift in workweek” provision applies to a “round trip” switch so that the Producer 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 without incurring any additional costs).

(C) Day One (1) through Day Five (5): Employees shall be paid eight (8) hours straight time. After eight (8) hours worked, time and one-half is paid. After twelve (12) hours worked, double time is paid. After sixteen (16) hours worked, double time and one-half the hourly rate is paid. All overtime calculations are based on the employee’s regular hourly rate of pay and shall not be compounded.

(D) Sixth (6th) Consecutive Day Worked: Employees shall be paid at a rate of time and one-half (1.5x) for the first twelve (12) hours worked. For all hours worked in excess of twelve (12), double time is paid. After sixteen (16) hours worked, double time and one-half the hourly rate is paid. All overtime calculations are based on the employee’s regular hourly rate of pay and shall not be compounded.

(E) Seventh (7th) Consecutive Day Worked: Employees shall be paid double time for all hours worked.

(F) Payment for Idle Days on Location Outside of Miami: Employees housed overnight on location outside of Miami for idle days shall be paid an allowance equivalent to eight (8) hours straight time pay.

(G) Computation of Overtime: Overtime will be calculated in one-tenth (1/10th) hour increments.

(H) Cancellation of Work Assignment: In the event of cancellations for previously-called employees, it is understood that if notification is not given by the completion of the previous day’s work, the employee shall be paid a minimum of eight (8) hours.

Should notification of cancellation be given by the completion of the previous day’s work, there is no responsibility to the Producer for payment of a minimum call.

(I) Turnaround:

Regulated Equipment

In compliance with DOT regulations, drivers shall have eight (8) hours turnaround time after fifteen (15) hours worked. The Company shall have the right to replace an out-of-hours driver on regulated equipment with a driver brought in specifically to cover said equipment and this driver shall be guaranteed 8 hours.

Non-Regulated Equipment

The penalty for turnaround invasion will be the payment of the premium rate in effect at the time of dismissal until the full applicable rest period of eight (8) hours is provided.

ARTICLE 12. 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 employees are employed steadily or on a daily basis.

(B) The parties hereto recognize that the conditions in this Agreement require the frequent hiring of drivers on a daily non-continuing basis.

(C) For this purpose, all bargaining unit employees will be referred to the Producer by the Local Union on a non-discriminatory basis and such referral shall in no way be affected by union membership. The Producer further agrees that prior to hiring anyone from the referral list, ninety percent (90%) of the qualified employees listed on the Industry Experienced Roster shall be employed. The Producer retains the right to reject any applicant referred by the Union provided such rejection is not arbitrary or capricious.

(D) Should the Producer discharge an individual subject to this Agreement for cause, the Producer will notify the Union in writing of the reason for such termination. In the event the discharge is not protested in writing within ten (10) calendar days from such notice (excluding Saturdays, Sundays and holidays), the discharge shall be deemed to be for cause and shall not be subject to the grievance procedure or any other procedure. In addition, the Union will not subsequently refer such individual to the Producer (nor to any of its related entities).

ARTICLE 13. LOCATION

(A) Definition of Studio: The term "studio" shall be defined as any building designed primarily for the production of motion pictures.

(B) Definition of Location Work: The term "location work" shall be defined as any work on motion pictures performed outside the studio.

(C) **(1) Distant Location Defined:** The term "distant location" shall mean any location outside a thirty (30) mile radius from the office of Teamsters Union 769 on which the employee is required by the Producer to remain away and be lodged overnight. An employee who is provided with courtesy housing shall not be considered on distant location.

(2) Distant Location Travel Days, Housing, Meals and Idle Days: When an employee is required to work on distant location, the Producer shall pay for or reimburse

for the employee's necessary and approved traveling expenses, meals and lodging, subject to the following:

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

(ii) **Housing:** Employees on distant location shall be entitled to single room housing when it is reasonably available.

(iii) **Meals/Per Diem:** For each work day or idle day on distant location, the Producer shall choose either Option 1 or Option 2 below:

(a) Option 1: Provide employees with a meal at the Producer's expense or pay the employee an allowance as reimbursement therefor. The meal allowance shall be \$14.00 (\$17.00 effective April 6, 2025 and \$18.50 effective April 4, 2027) for breakfast; \$17.00 (\$20.00 effective April 6, 2025 and \$21.50 effective April 4, 2027) for lunch; and \$22.00 (\$26.00 effective April 6, 2025 and \$28.00 effective April 4, 2027) for dinner.

(b) Option 2: Pay employees a per diem of \$55.00 (\$65.00 effective April 6, 2025 and \$70.00 effective April 4, 2027) per day.

The Producer's choice shall apply to all employees on the production who are employed under this Agreement for that work day or idle day, as applicable.

(iv) **Idle Days:** Employees on distant location shall be paid an allowance equivalent to eight (8) hours' straight time pay for each idle day.

(3) **Locations Other Than Distant Locations:** The following shall be applicable to employees working on a location other than a distant location. Producer shall provide appropriate meals for all employees. An appropriate meal shall be defined as a hot meal. A thirty-minute, non-paid lunch will be provided no later than the sixth hour following the driver's call and a thirty-minute, non-paid dinner (second meal), will be provided no later than six (6) hours after the end of the preceding meal. In lieu thereof, the Producer may reimburse an employee for actual meal expenses of up to \$13.00 (\$16.00 effective April 6, 2025 and \$17.50 effective April 4, 2027) for lunch and/or \$24.00 (\$28.00 effective April 6, 2025 and \$30.00 effective April 4, 2027) for dinner, based on receipts provided by the employee. The Producer shall provide appropriate meals for employees required to work after midnight, without loss of time or pay.

Appropriate meal:

A box lunch or walking lunch shall not be considered an adequate meal under this provision.

(D) Meal Penalties: Meal penalties for delay of meals shall be computed as follows:

First half hour delay or fraction thereof: \$10.00

Second half hour delay or fraction thereof additional: \$12.50

Third and each succeeding half hour delay or fraction thereof additional: \$15.00

These penalties shall be in addition to time worked during the delay and such time shall not be applied as part of any guarantee.

In lieu of meal penalty, the Producer may pay each employee a thirty-five dollar (\$35.00) per day buyout (forty dollars (\$40.00) per day effective April 6, 2025), on or off production.

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

ARTICLE 14. 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, as sanctioned by the President of Teamsters Local 769, and refusal of any employee at any time to cross such picket line shall not constitute insubordination or be 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 hereof, except that if such employees shall already have begun to work on any day or shift prior to the time said refusal occurs, he shall be paid only for time actually worked.

ARTICLE 15. JOB STEWARDS

The Producer recognizes the right of the Union to designate a Job Steward. The Job Steward shall be the third to be engaged and the third to last to be terminated, provided that individual is qualified to perform the required duties as necessary. The Job Steward shall not be assigned to an off production unit.

The authority of the Job Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(A) The investigation and presentation of complaints and grievances brought by employees against the company.

(B) The collection of dues and initiation fees when authorized by appropriate Union actions.

(C) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:

- (1)** Have been reduced to writing, or
- (2)** If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Producer's business.

(D) Such other duties as they may be directed by the Union to perform. Job Stewards and Alternates have no authority to take strike action or any other action interrupting the Producer's business, except as authorized by the President of Local Union 769. The Producer recognizes these limitations upon the authority of the Job Stewards and Alternates, and shall not hold the Union liable for any unauthorized actions.

ARTICLE 16. HOLIDAYS

The following are the paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Good Friday	Christmas Day
Memorial Day	New Year's Eve
Independence Day	

In the event an employee is required to work on a holiday, he/she will be paid double time for all hours worked, plus the holiday. To be eligible for "unworked" holiday pay, an employee must work both the last scheduled workday immediately prior to and the first scheduled workday after the contractual holiday. Payment for an unworked holiday shall be calculated on a basis of eight (8) hours at the employee's regular hourly rate of pay.

ARTICLE 17. GRIEVANCE AND ARBITRATION

A grievance is defined as all complaints or disputes involving any of the clauses of this Agreement. Any grievance not presented in writing to Labor Relations within thirty (30) days of the event giving rise to said grievance shall be deemed invalid.

All grievances not adjusted between the parties within thirty (30) calendar days following the date of the written grievance shall be submitted to the American Arbitration Association (AAA). Any such grievance not submitted to arbitration within said time period shall be deemed waived.

If the parties do not timely agree on a neutral, third party arbitrator, one will be selected pursuant to the Rules of American Arbitration Association (AAA). If either party fails to respond to American Arbitration Association (AAA), the American Arbitration Association (AAA) shall select an arbitrator without the input of the non-responding party.

The parties may, by mutual agreement in writing, extend any time limits referenced above. The cost of arbitration shall be borne equally by the parties.

ARTICLE 18. USE OF EMPLOYEE'S CELL PHONE

When a Producer requires an employee to make more than minimal use of the employee's personal cell phone in order to perform the duties of the job, the Producer shall pay the employee an allowance of three dollars (\$3.00) per day, not to exceed fifteen dollars (\$15.00) per week. This provision is not applicable when the Producer provides a cell phone or other device (*e.g.*, an iPad) to the employee for work-related purposes or when the Producer makes other arrangements with the employee for payment as allowed under applicable law.

ARTICLE 19. NEW MEDIA

(A) SVOD Programs:

(1) Effective Date: This Article 19(A) shall be effective as of July 10, 2022, but shall not apply to any SVOD Program (as defined herein) that, as of that date, is subject to an existing agreement between the Producer and the Union.

(2) High Budget SVOD Programs Defined: The terms and conditions set forth in this Article 19(A) shall be applicable only to scripted dramatic programs of the type traditionally covered under this Agreement that are made for initial exhibition on a subscription video-on-demand consumer pay platform, that are 20 minutes or more in length and that meet the following "high budget" criteria (hereinafter "High Budget SVOD Programs"):

<u>Length of Program as Initially Exhibited</u>	<u>"High Budget" Threshold</u>
20-65 minutes	\$1,500,000 and above
66 minutes or more (other than a One-Time High Budget SVOD Program)	\$2,000,000 and above
66 minutes or more (One-Time High Budget SVOD Program, including a Pilot)	\$3,000,000 and above

A variance in the "program length" category of up to three (3) minutes is permitted without the episode of the series or part of a mini-series becoming subject to the terms and conditions applicable to the next highest program length.

For example, should episodes of a series typically fall within the "program length" category of 20-65 minutes, any episode that is 68 minutes in length will

still be subject to the rates and terms and conditions applicable to a program between 20 and 65 minutes in length.

(3) Terms and Conditions for High Budget SVOD Programs: The terms and conditions applicable to High Budget SVOD Programs shall be those that would be applicable to a program of the same type made for network television under this Agreement. For clarity, the wage rates applicable to High Budget SVOD Programs shall be as follows:

- (i) For the pilot and for the first and second seasons of a High Budget SVOD series, the feature rates minus three percent (3%) shall apply. For the third season and subsequent seasons, the feature rates shall apply.
- (ii) For a High Budget SVOD mini-series or a one-time High Budget SVOD Program (other than a pilot), the low budget rates shall apply.

(4) Low Budget SVOD Productions: At least thirty (30) days prior to commencement of production, Producer shall notify the Union of its intention to produce a scripted dramatic program of the type traditionally covered under this Agreement that is made for initial exhibition on a subscription video-on-demand consumer pay platform, is 20 minutes or more in length, and is budgeted below the budget thresholds specified in paragraph A.(2) above. Either the Union or Producer may, at any time, notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to the program. The parties agree to commence negotiations promptly within fifteen (15) days of receipt of such notice for any one-time program ninety (90) minutes or longer or within thirty (30) days of receipt of such notice for any other program.

(5) Budget Information: The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (i) the costs of the premium for a completion bond; (ii) a contingency fund not to exceed ten percent (10%) of the budget; (iii) costs reimbursed by insurance; and (iv) overages caused by a force majeure event or governmental action.

In the case of an episodic series or mini-series, the budget shall be determined by reference to the pattern budget. If the pattern budget for an episodic series or mini-series is expressed as an aggregate budget for all episodes of the series or for all parts of the mini-series, the budget per episode or per part shall be determined by dividing the aggregate budget by the number of episodes in the season or the number of parts in the mini-series.

(B) Other New Media Topics: The parties agree to meet and discuss any other issues arising involving new media upon request of either party.

ARTICLE 20. ENABLING CLAUSE

On each production, on a case-by-case basis, the Producer or the Union may request certain modifications to the terms and provisions contained in this Agreement, which are production-specific. The Union or the Producer, as applicable, shall give consideration to said modifications and make reasonable efforts to respond to the other party within three (3) business days of the receipt of the request. Any such modifications to this Agreement shall be by a Letter of Understanding.

ARTICLE 21. FAVORED NATIONS

If during the term of this Agreement the Union enters into any contract with any other Production Company providing for lower wages or any term or condition other than the standards contained in this Agreement, then the signatory Producers shall have the benefit of such provisions and, therefore, automatically become part of this Agreement.

ARTICLE 22. TERM OF AGREEMENT

This Agreement shall be effective from April 1, 2025 through March 31, 2028. However, if the AMPTP negotiates a regional or national agreement with the Teamsters covering drivers employed within the geographical jurisdiction of Teamsters Local 769 (e.g., a Southeast Area Standards Agreement), then that regional or national agreement shall supersede this Agreement, except that motion pictures subject to a license agreement entered into prior to the effective date of the regional or national agreement (or, in the absence of a license agreement, the principal photography of which commences prior to the effective date of the regional or national agreement) shall continue to be subject to this Agreement for the duration of the production or, in the case of an episodic series, shall continue to be subject to this Agreement for the duration of the current season.

ARTICLE 23. COMPANY POLICIES

Employees shall abide by all Company Policies and Procedures including but not limited to all Studio Transportation Policies. Where applicable, such Policies and Procedures shall be in accordance with DOT regulations. The Producer reserves the right to discipline any employee who refuses to abide by the Company Policies and Procedures, including but not limited to the completion of all required forms and documents.

ARTICLE 24. PAID SICK LEAVE

(A) Paid Sick Leave:

(1) Accrual: Commencing April 6, 2025, eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Producer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, a Producer may elect to provide employees, upon their eligibility to use

sick leave as provided below (*i.e.*, upon working thirty (30) days for the Producer and after their ninetieth (90th) day of employment with the Producer (based on days worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

(2) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Producer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Producer 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 Producer's obligations to provide paid sick leave under this Article.

(3) A day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. The employee shall not be required to find a replacement as a condition of exercising the right to paid sick leave.

(4) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."* Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

(5) Accrued, unused sick leave is not paid out on termination, resignation or other separation of employment. If the employee is rehired by the Producer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave is reinstated, and the employee may begin using the accrued sick leave upon rehire

* "Family member" means any of the following: (i) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (ii) 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; (iii) a spouse; (iv) a registered domestic partner; (v) a grandparent; (vi) a grandchild; or (vii) a sibling.

if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

(6) Producer shall advise the employee of the designated Producer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article. The Producer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Producer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (2) above or which period (*i.e.*, calendar year or the employee's anniversary date) the Producer selected to apply the bank of three (3) sick days as provided in subparagraph (1) above. Producer also shall notify Local 769 of the name and contact information of the designated Producer representative or department.

(7) Any Producer that, as of April 6, 2025, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising the right to use paid sick leave.

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

(B) Waiver of Paid Sick Leave Laws: The Union shall expressly waive, to the full extent permitted by law, application of any ordinance, statute or law requiring paid sick leave that is hereafter enacted within the geographic jurisdiction of this Agreement. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

ARTICLE 25. BEREAVEMENT LEAVE

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.

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

* "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.

Union will discuss on a case-by-case basis, upon the request of the Producer, issues related to the individual's reinstatement.

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

By: 
Gregory J. Hessinger
President, AMPTP

Date: 5/6/25

FOR THE UNION

By: Andy Madtes
Andy Madtes
Business Agent, Teamsters Local 769

Date: May 6th, 2025

By: Josh Ziyalich
Josh Ziyalich
President, Teamsters Local 769

Date: 5/6/25

EXHIBIT “A”

**Producers represented by the AMPTP
in the 2025 negotiations with Teamsters Local 769**

20th Century Studios, Inc.
Apple Studios LLC
CBS Studios Inc.
Columbia Pictures Industries, Inc.
Home Box Office, Inc.
Inclined Productions, Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Netflix Productions, LLC
Netflix Studios, LLC
North Center Productions, Inc.
Pacific 2.1 Entertainment Group, Inc.
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions, Inc.
Twentieth Century Fox Film Corporation d/b/a 20th Television
Universal Television LLC
wipp Productions, LLC
Woodridge Productions, Inc.