

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

THIS AGREEMENT (the "Agreement") is between Teamsters Local Union 769, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (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.

ARTICLE 1. RECOGNITION

The Producer recognizes the Union as the exclusive collective bargaining representative of all classifications listed in the Agreement for filming in the jurisdiction of Teamsters Local 769.

ARTICLE 2. SAVINGS CLAUSE

If any provision of this Agreement is invalid under state or federal law, such provision shall be modified to comply with the requirements of the 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 16.

ARTICLE 3. 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 orientation, 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 set forth in Article 16.

ARTICLE 4. 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 5. DEFINITION OF WORK

The professional duties of a Location Manager consist of finding and arranging motion picture locations, as more specifically set forth below. This work may be done with the assistance of Key Assistant Location Managers, Assistant Location Managers or additional Location Managers.

A Location Manager's duties include, but are not limited to:

1. Locating sites, whether through file search or scouting.
2. Contacting property owners.
3. Negotiations of property rental and use between property owners and production companies.
4. Obtaining necessary permission or permits for location sites and parking areas from appropriate government agencies.
5. Maintaining the negotiated condition and use of the location site in accordance with the rental contract or government permit.
6. Contacting appropriate area film councils and maintaining a liaison with the same during the course of the location use.

The foregoing description of duties is not intended, nor shall it be construed, either to enlarge or diminish the duties of Location Managers or other personnel, as such duties are presently and were heretofore customarily performed in the motion picture industry. The Producer agrees that the utilization of Location Managers shall not be unreasonably withheld.

ARTICLE 6. USE OF EMPLOYEE'S CAR

(A) Each employee hereunder shall receive a car allowance of sixty dollars (\$60.00) (seventy dollars (\$70.00) effective April 6, 2025, eighty dollars (\$80.00) effective March 29, 2026, and ninety dollars (\$90.00) effective April 4, 2027) for each day he/she drives his/her car in the service of the Producer.

(B) The Producer will reimburse employees for actual gasoline expenses incurred in the service of the Producer so long as receipts are provided.

(C) The above reimbursement and allowances shall be paid in the weekly paycheck.

(D) The Producer may elect to provide Locations Personnel with not less than a mid-size vehicle unless the vehicle is a “hybrid,” in which case it will be of sufficient size to accommodate the necessary equipment (*i.e.*, cones, barriers, etc.) of the employee.

ARTICLE 6.1. USE OF EMPLOYEE'S EQUIPMENT

An employee may bargain with the Producer for an allowance when required to provide the employee's personal equipment for use in the service of the Producer.

ARTICLE 7. 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). The low budget rates as specified herein shall apply to features budgeted at seven million dollars (\$7,000,000) or less.

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

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 and each subsequent season of all basic cable episodic series, the feature rates shall apply.

The low budget rates, minus ten percent (10%), shall apply for cable pilots 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	
Location Manager (Weekly On Call)	\$4,079		\$4,242		\$4,390	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Key Assistant Location Manager	\$42.46	\$2,972	\$44.16	\$3,091	\$45.70	\$3,199
Assistant Location Manager	\$21.87	\$1,531	\$22.74	\$1,592	\$23.54	\$1,648

Low Budget Rates <i>(applicable to features budgeted at \$7,000,000 or less and the first season of basic cable episodic series)</i>						
	3/30/25 – 3/28/26		3/29/26 – 4/3/27		4/4/27 – 3/31/28	
Location Manager (Weekly On Call)	\$3,672		\$3,819		\$3,953	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Key Assistant Location Manager	\$38.24	\$2,677	\$39.77	\$2,784	\$41.16	\$2,881
Assistant Location Manager	\$19.71	\$1,380	\$20.50	\$1,435	\$21.21	\$1,485

Feature Rates Minus Three Percent (3%) <i>(applicable to network pilots, the first and second seasons of network episodic series and the second season of basic cable episodic series)</i>						
	3/30/25 – 3/28/26		3/29/26 – 4/3/27		4/4/27 – 3/31/28	
Location Manager (Weekly On Call)	\$3,957		\$4,115		\$4,258	
	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Week
Key Assistant Location Manager	\$41.19	\$2,883	\$42.83	\$2,998	\$44.33	\$3,103
Assistant Location Manager	\$21.21	\$1,485	\$22.06	\$1,544	\$22.84	\$1,599

Low Budget Rates Minus Ten Percent (10%) <i>(applicable to basic cable pilots 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	
Location Manager (Weekly On Call)	\$3,305		\$3,437		\$3,558	
	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Week
Key Assistant Location Manager	\$34.41	\$2,409	\$35.80	\$2,506	\$37.04	\$2,593
Assistant Location Manager	\$17.74	\$1,242	\$18.46	\$1,292	\$19.10	\$1,337

The daily rate for Location Managers shall be one-fifth (1/5) of the weekly on call rate.

ARTICLE 8. 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 series and basic cable episodic 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 first and second seasons of all network episodic series, the pilot and first and second seasons of all basic cable 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
\$80.00	\$120.00	\$84.00	\$126.00	\$88.00	\$132.00

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
\$74.00	\$111.00	\$78.00	\$117.00	\$82.00	\$123.00

ARTICLE 9. 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 8 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 employees, 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 arbitration 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 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 and welfare 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 it deems necessary until such delinquent payments are made; however, such action shall not be in violation of Article 4 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 10. HOURS OF WORK

(A) 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). 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 and/or seventh 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).

(B) Day One (1) through Day Five (5): Key Assistant Location Managers and Assistant Location Managers may be employed on either a daily or weekly basis. Those Key Assistant Location Managers and Assistant Location Managers employed on a daily basis shall receive a daily guarantee of twelve (12) hours for days one through five and those Key Assistant Location Managers and Assistant Location Managers employed on a weekly basis shall receive a weekly guarantee of sixty (60) hours for days one through five. Key Assistant Location Managers and Assistant Location Managers shall be paid time and one-half after eight (8) hours worked. All overtime calculations are based on the employee’s regular hourly rate of pay and shall not be compounded.

(C) Sixth (6th) Consecutive Day Worked: Location Managers specifically instructed and required by the Producer to perform work on six (6) days within the employee's workweek, under the direction and control of the Producer, shall be paid one and one-half (1-1/2) times one-fifth (1/5) of the "on call" weekly rate in effect for the sixth day so worked.

Key Assistant Location Managers and Assistant Location Managers shall be paid time and one-half for the first twelve (12) hours worked, then double time for all hours worked in excess of twelve (12), then double time and one-half for all hours worked in excess of sixteen (16). Minimum call for a sixth day of work is eight (8) hours; however, should a Key Assistant Location Manager or an Assistant Location Manager work more than eight (8) hours, the minimum call for such sixth day worked shall be ten (10) hours. All overtime calculations are based on the employee's regular hourly rate of pay and shall not be compounded.

(D) Seventh (7th) Consecutive Day Worked: Location Managers specifically instructed and required by the Producer to perform work on seven (7) days within the employee's workweek under the direction and control of the Producer, shall be paid two (2) times one-fifth (1/5) of the "on-call" weekly rate in effect for the seventh day so worked.

Key Assistant Location Managers and Assistant Location Managers shall be paid double time for all hours worked. The minimum call for a seventh day of work is eight (8) hours; however, should a Key Assistant Location Manager or an Assistant Location Manager work more than eight (8) hours, the minimum call for such seventh day worked shall be ten (10) hours.

(E) Holidays Worked: The minimum call for a Key Assistant Location Manager or an Assistant Location Manager required to work on a holiday is eight (8) hours; however, should a Key Assistant Location Manager or an Assistant Location Manager work more than eight (8) hours, the minimum call for such holiday worked shall be ten (10) hours.

(F) Rest Periods: Location Personnel should be entitled to a minimum of eight (8) hours rest period between calls. Such rest periods shall not be invaded unless specifically authorized by the Unit Production Manager or an authorized representative of the Producer on such production.

When the rest period is invaded as authorized, the Location Manager shall receive an allowance equal to one-fifth (1/5) of the applicable weekly rate and the Key Assistant Location Manager and Assistant Location Manager shall receive an allowance equal to the number of hours so invaded calculated on the basis of the employee's regular straight time hourly rate.

(G) Payment for Idle Days on Location Outside of Miami: Location Managers housed overnight on location outside of Miami for idle days shall be paid an allowance equivalent to two-thirds of one-fifth of the applicable weekly rate, plus pension and health contributions for each sixth and/or seventh day not worked. Key Assistant Location Managers and Assistant Location Managers housed overnight outside of Miami for idle days shall be paid an allowance equivalent to eight (8) hours of straight time for each sixth and/or seventh day not worked, plus pension and health contributions for each sixth and/or seventh day not worked.

(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) Computation of Overtime Pay: Employees shall be paid for a full one-tenth (1/10th) hour for any fraction of work past the hour.

ARTICLE 11. EMPLOYMENT

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.

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 12. 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 (other than an "on call" employee) who is transported by airplane, train, bus or other private or common carrier by the

Producer to distant location on any day of the week (including holidays) and who is not required to work on such travel day shall receive an allowance of four (4) hours of pay at straight time or pay for time travelled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

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

(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:** Location Managers on distant location shall be paid an allowance equivalent to two-thirds of one-fifth of the applicable weekly rate for each idle day, plus pension and health contributions for each idle day. Key Assistant Location Managers and Assistant Location Managers on distant location shall be paid an allowance equivalent to eight (8) hours of straight time for each idle day, plus pension and health contributions for each idle day.

(3) **Location Other Than Distant Location:** 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 (30) minute lunch will be provided no later than the sixth hour following the employee’s call and a thirty (30) minute 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 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. A box lunch or walking lunch shall not be considered an adequate meal under this provision.

ARTICLE 13. 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 14. JOB STEWARDS

The Producer recognizes the right of the Union to designate a Job Steward.

ARTICLE 15. HOLIDAYS

The following are 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 a Location Manager is required to work on a holiday, he/she will be paid two (2) times one-fifth (1/5) of the “on call” weekly rate in effect, plus the holiday.

In the event a Key Assistant Location Manager or an Assistant Location Manager 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 the basis of eight (8) hours at the employee's regular hourly rate of pay for Key Assistant Location Managers and Assistant Location Managers and one-fifth (1/5) of the “on call” weekly rate for Location Managers.

ARTICLE 16. 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 the American Arbitration Association (AAA). If either party fails to respond to the American Arbitration Association (AAA), then 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 17. PAID SICK LEAVE

(A) Paid Sick Leave:

(1) Accrual: 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. For weekly employees (including "on call" employees), a day of sick leave pay shall be equal to one-fifth (1/5) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" employees) may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising 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 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.

* "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.

(7) Any Producer that, as of September 1, 2022, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent 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 18. NEW MEDIA

(A) SVOD Programs:

(1) **Effective Date:** This Article 18(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 18(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 minus ten percent (10%) 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 19. ENABLING CLAUSE

On each production, on a case-by-case basis, the Producer or the Union may request certain modification 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 20. FAVORED NATIONS

If, during the term of this Agreement, the Union enters into any contract with any other production company 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 21. BETTER CONDITIONS

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided.

ARTICLE 22. TERM OF AGREEMENT

This Agreement shall be effective from April 1, 2025 through March 31, 2028.

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. SAFETY

(A) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on each employer (herein referred to as the Producer) to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees.

Correspondingly, no Producer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every Producer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his own actions and conduct; no person (Producer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including himself, in such employment or place of employment.

(B) Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb, or for making a good faith report to the First Assistant Director, the Unit Production Manager or his or her supervisor relating to the safety of another employee exposed to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees. For purposes of this Article 24(B), the question whether an employee has made a report in good faith is subject to the grievance and arbitration procedure set forth in Article 16 of this Agreement.

ARTICLE 25. BEREAVEMENT LEAVE

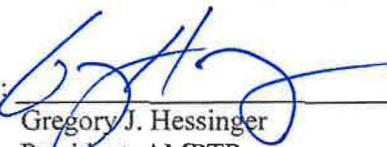
In the event of the death of a “family member”* of a regularly-scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. For employees employed on an hourly or daily basis, a day of bereavement leave pay shall be equal to eight (8) hours’ pay at the employee’s straight time hourly rate. For weekly employees (including “on

* “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.

call" employees), a day of bereavement leave pay shall be equal to one-fifth (1/5) of the employee's weekly rate.

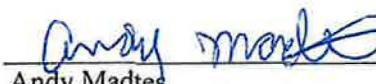
An employee who is absent from work due to bereavement leave will be reinstated to the employee's original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, a Producer is not required to reinstate an employee on an episodic series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

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
Business Agent, Teamsters Local 769

Date: May 6th, 2025

By: 
Josh Zivalich
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.

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

As of April 1, 2022

Andy Madtes
Business Agent
Teamsters, Local 769
1385 South Andrews Avenue
(S.W. 12th Avenue)
Pompano Beach, Florida, 33069

Josh Zivalich
President
Teamsters, Local 769
12365 W. Dixie Hwy.
North Miami, Florida 33161

Re: Article 5 (“Definition of Work”)

Dear Andy and Josh:

During the negotiations for the 2022 Local 769 Location Managers Agreement, the parties discussed the scope of duties performed by personnel in the Location Department with respect to the conversion to studio space of facilities that have traditionally not been used for that purpose. Following those discussions, the parties confirmed that, except as is ancillary to their other duties, Location Department personnel are not expected to exercise the responsibilities that are normally assigned to a property manager or others in connection with the management of such facilities. However, the parties also recognize that there may be an overlap in the duties performed by Location Department personnel and those performed by property management personnel or others, or it may not be clear to whom the particular duty should be assigned. Therefore, to avoid disruption and to promote efficiency, when Location Department personnel are asked to perform duties that they believe should be assigned to property management personnel or others, the Location Manager should discuss the allocation of those duties with the Unit Production Manager or other appropriate individual assigned by the Producer.

Sincerely,

Carol A. Lombardini

CAL:gjp

ACCEPTED AND AGREED:

Andy Madtes
Andy Madtes
Business Agent, Teamsters Local 769

Josh Zivalich
Josh Zivalich
President, Teamsters Local 769