

July 29, 2024

**MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024 BETWEEN
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS AND
STUDIO TRANSPORTATION DRIVERS, LOCAL 399 (LOCATION MANAGERS)**

This Memorandum of Agreement reflects the complete understanding reached with respect to changes in the 2021 Location Managers Agreement between Studio Transportation Drivers, Local 399 of the International Brotherhood of Teamsters (hereinafter “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “the AMPTP”), on behalf of the Producers listed on Exhibit “A” which have effectively consented, in writing, to be part of the single multi-employer bargaining unit described in said Agreement, on the other hand (hereinafter respectively referred to as the “Producer” and collectively referred to as the “Producers”).

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

All of the provisions of the current collective bargaining agreement between these parties shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the 2021 Producer – Location Managers, Local 399 Agreement (hereinafter “2021 Agreement”) to create the 2024 Producer – Location Managers, Local 399 Agreement (hereinafter “the 2024 Agreement”).

The provisions herein shall be effective as of August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified. The provisions of this Memorandum of Agreement are subject to ratification by the membership of Studio Transportation Drivers, Local 399 (Location Managers).

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

Union Proposals

1. **Term**

The term of the 2024 Agreement shall be for three (3) years, commencing on August 1, 2024 and terminating on July 31, 2027.

2. **Wages**

a. **General Wage Increases**

Except as otherwise provided herein (including in Item 2.b. and Item 15.a. below), increase the minimum contract wage rates in Paragraph 1 of the 2021 Agreement by seven percent (7%) effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] (“Year 1 general wage increase”); by an additional four percent (4%) effective [*insert date that is August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] (“Year 2 general wage increase”); and by an additional three and one-half percent (3.5%) effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*] (“Year 3 general wage increase”). These increases shall be compounded.

b. **Additional Wage Increases for Key Assistant Location Managers and Assistant Location Managers**

- i. Increase the Schedule C weekly “on call” rate in Paragraph 1 of the 2021 Agreement for Key Assistant Location Managers to \$2,525.00 per week effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], to \$2,700 per week effective [*insert date that is August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] and to \$2,950 per week effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*]. This rate shall not be subject to the general wage increases.
- ii. Increase the Schedule C weekly “on call” rate in Paragraph 1 of the 2021 Agreement for the Assistant Location Managers to \$2,000.00 per week effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*]. This rate shall not be subject to the Year 1 general wage increase. It shall be subject to the Year 2 and Year 3 general wage increases.

3. **Benefits**

a. **Increase Hourly Contribution Rate(s) to Health Plan**

- i. Increase all hourly contribution rates to the Active Employees Fund (see Article 12(b)(1) and (2)) by one dollar and nine cents (\$1.09) per hour effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*].
- ii. Increase the “Basic Rate” in Article 12(b)(1) of the 2021 Agreement for Producers which qualify as a “\$15 Million Contributor” by an additional thirty cents (\$0.30) per hour for each hour worked by or guaranteed an employee effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*], by an additional forty-five cents (\$0.45) per hour for each hour worked by or guaranteed an employee effective [*August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] and by an additional forty-five cents (\$0.45) per hour for each hour worked by or guaranteed an employee effective [*August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].
- iii. In recognition of the disproportionate level of Post ‘60s and Supplemental Market contributions made to the Motion Picture Industry Pension and Health Plans by certain signatory Producers, the parties agree to increase the contribution rate in Article 14(a) of the 2021 Agreement for Producers which do not qualify as a “\$15 Million Contributor” by fifty-six cents (\$0.56) per hour for each hour worked by or guaranteed an employee effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*] and to increase the “Premium Rate” in Article 12(b)(2) of the 2021 Agreement for Producers which do not qualify as a “\$15 Million Contributor” by an additional eighty-six cents (\$0.86) per hour for each hour worked by or guaranteed an employee effective [*August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] and by an additional eighty-six cents (\$0.86) per hour for each hour worked by or guaranteed an employee effective [*August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

b. **Dental Plan Maximum**

The bargaining parties agree to recommend that the Directors of the Motion Picture Health Plan increase the Dental Plan maximum benefit to \$2,500 per calendar year effective January 1, 2025.

c. **Pension Benefit Improvements**

i. **Recommendations to the Pension Plan Directors re: Plan Year 2023 –**

The bargaining parties agree to make the following recommendations to the Directors of the Pension Plan:

- (1) No participant shall incur a Break in Service for plan year 2023.
- (2) All participants with 65 or more Credited Hours in 2023 shall be credited with a pension Qualified Year for 2023.

ii. **Thirteenth and Fourteenth Checks to Retirees Who Retired on or Before August 1, 2009**

The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009 and who were employed under this Agreement or who were not covered by any collective bargaining agreement during their employment (i.e., “non-affiliates”), provided that the Pension Plan's actuaries, in conjunction with the Health Plan's consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that: (i) at least eight (8) months of reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) the cost of thirteenth and fourteenth checks, if any, granted during the term of the 2024 Agreement shall be amortized over the fifteen (15) year amortization period commencing January 1, 2017; and (iv) if there are insufficient funds in the Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.

The foregoing Pension Plan improvements shall not be applicable to any Plan participant who is covered by another collective bargaining agreement, unless such collective bargaining agreement contains the pension and health package on an equivalent economic basis.

iii. **One-Time Payment for Retirees Who Retire Prior to January 1, 2025**

The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the Pension Plan make a one-time payment equivalent to the value of one additional monthly check to those retirees who retired prior to January 1, 2025 and who were employed under this Agreement or who were not covered by any collective bargaining agreement during their employment (i.e., “non-affiliates”).

iv. **Improvement of Contingent Pension Benefit Increase(s) for Actives**

Modify Article 13(f)(1) of the 2021 Agreement as follows:

“(f) (1) Contingent Pension Benefit Increase(s) Effective January 1, ~~2024~~2027 and Every Three (3) Years Thereafter.¹ The bargaining parties agree to recommend to the Directors of the Pension Plan the following pension benefit increase(s):

“As soon as practicable following the end of the first quarter of ~~2024~~2027 and every three years thereafter (‘the evaluation year’), the Health Plan's consultants, in conjunction with the Pension Plan's actuaries, shall determine whether each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves as of January 1st of the evaluation year, and the Pension Plan’s actuaries shall determine whether to certify that the Pension Plan is in the Green Zone in the evaluation year. The foregoing determinations shall be based upon the assumptions and methodologies, including but not limited to the funding priorities established for Supplemental Markets and Post '60s contributions, approved by the bargaining parties.

“In the event that the Health Plan’s consultants certify that each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves on January 1st of the evaluation year, and the Pension Plan’s actuaries certify that the Pension Plan is in the Green Zone in the evaluation year, the pension benefit accrual rates shall be increased, effective January 1st of the evaluation year, by ~~ten percent (10%)~~ **fifteen percent (15%)** retroactively for Credited Hours accumulated during the three (3) year period immediately following the most recent increase in the pension benefit accrual rate; **provided, however, that the foregoing retroactive increase shall not apply to pensions (including Frozen Benefits) that went into pay**

¹ This provision assumes that the term of the successor agreements to the ~~2021~~2024 IATSE Basic Agreement is three (3) years. If the term of a successor agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term.

status prior to January 1, 2024. For those individuals who had a Break in Service during the three (3) year period immediately preceding January 1st of the evaluation year, the increase shall apply only to Credited Hours accumulated after the date of the most recent Break in Service. (For example, an active participant in the Pension Plan on January 1, ~~2024~~2027 who failed to accumulate at least two hundred (200) Vested Hours in ~~2021~~2024 and ~~2022~~2025 is entitled to the ~~ten percent (10%)~~fifteen percent (15%) increase only for those Credited Hours accumulated on or after January 1, ~~2023~~2026.) Any retroactive payments required above shall be made without interest and as soon as practicable following the consultants' certifications as provided above.”

* * *

- v. The foregoing Pension Plan improvements shall not be applicable to any Plan participant who is covered by another collective bargaining agreement, unless such collective bargaining agreement contains this pension and health package on an equivalent economic basis.

vi. **Amortization Period Extension**

The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the Pension Plan change the amortization period for the Plan’s unfunded liability from seven (7) years to eight (8) years, effective January 1, 2025.

d. **Eliminate Reallocation of Post '60s and Supplemental Markets Monies from Pension and Health Plans to IAP and Producers**

Delete Article 13A.(c) of the 2021 Agreement. Make conforming changes as necessary.

4. **Use of Employee’s Vehicle**

a. **Fuel Expenses and Charging Costs**

Modify Paragraph 7(c) of the 2021 Agreement as follows:

“7. **USE OF EMPLOYEE'S CAR VEHICLE**

* * *

“(c) The parties agree that reimbursement for gasoline is an appropriate subject for individual bargaining between any employee covered under this Agreement and the Producer. Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of

ratification, whichever is later], the Producer will reimburse an employee who receives a vehicle allowance under subparagraph (a) above for actual fuel expenses or actual charging costs, not to exceed one hundred dollars (\$100.00) per week or, alternatively, will provide fuel or charging to the employee. In the event that the employee is required to drive more than eight hundred (800) miles in a week in the performance of bargaining unit work, the Producer will not unreasonably deny a request for reimbursement of additional actual fuel expenses or charging costs in excess of one hundred dollars (\$100.00) for that week. The Producer may require timely submission of documentation regarding the distance driven in the performance of bargaining unit work (e.g., a mileage log) and receipts for an employee to be eligible for reimbursement.”

* * *

b. **Transportation of Other Individuals**

Modify Paragraph 7(e) of the 2021 Agreement as follows:

“(e) The parties will establish a committee consisting of representatives of the Producers and representatives of Local 399 to discuss automobile insurance issues unique to Location Managers and to discuss indemnification language which appears in the deal memos of Location Managers. An employee will not be required, in connection with the employee’s service to the Producer, to transport any other person in the employee’s personal vehicle.”

5. **Location Department Personnel**

Add the following as a new Paragraph to the 2024 Agreement:

“[] Location Manager Requests for Additional Staffing

“The Producer will not unreasonably deny a request of a Location Manager for additional staffing to manage multiple locations in the same day, multiple shooting units or double-up days.”

6. **Meal Reimbursements**

Modify Paragraph 37(b) as follows:

“37. MEAL PERIODS AND MEAL REIMBURSEMENT

* * *

“(b) On a shooting day, when the a Location Manager is An employee performing duties required by the Producer on location (other than distant) and away

from the ~~shooting~~ company and the production office, ~~he~~ shall be reimbursed up to twenty-seven dollars and fifty cents (\$27.50) for meal expenses incurred during the course of the day. ~~for the actual cost of his second (evening) meal, not to exceed twenty dollars (\$20.00).~~ Reimbursement shall be contingent upon submission of a receipt for payment of the meal.”

7. **Juneteenth**

Effective January 1, 2025, modify Paragraph 8 (“Holidays”) to add Juneteenth as a recognized holiday. The unworked holiday pay percentage shall increase from 4% to 4.583% commencing with the period January 1, 2025 to and including December 31, 2025 and continuing in the period January 1, 2026 to and including December 31, 2026 and in the period January 1, 2027 to and including December 31, 2027.

Make conforming changes as necessary.

8. **Drones**

Modify Sideletter No. 4 of the 2021 Agreement re: “Professional Equipment Rental” as follows:

“During the 1998 negotiations between Location Managers, Local 399 and the Producers represented by the AMPTP, the Union brought to the Producers’ attention that Location Managers and Assistant Location Managers utilize professional equipment in the service of the Producer. The parties have issued this sideletter to emphasize that reimbursement for the use of such equipment, when required by the Producer and necessary for the performance of the Location Manager’s or Assistant Location Manager’s duties, is an appropriate subject for individual bargaining between the Producer and the Location Manager.

“During the 2024 negotiations, the parties agreed that any use of a drone by a Location Manager, Key Assistant Location Manager or Assistant Location Manager in the performance of the employee’s duties must be approved in writing in advance by the Unit Production Manager, Line Producer or Producer’s designee. Provided that such approval is received, the Producer and the employee shall negotiate a reasonable rental fee for the use of the drone.”

9. **Severance Pay**

a. **Severance for Employees with 12 or More Qualified Years**

Modify Paragraph 30(a)(1) by adding the following paragraph immediately after the chart:

* * *

“An employee with twelve (12) or more qualified years whose employment is severed on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], or whose retirement date is on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], shall receive an additional twenty-five percent (25%) of the applicable severance pay set forth above.

“The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.”

b. **Definition of Qualified Year**

Modify the definition of a ‘qualified year’ in Paragraph 30(f) so that an employee whose employment is severed on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], or whose retirement date is on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], is required to have 170 work days within a 365 consecutive day period (rather than 200 work days) in order to have a qualified year. The foregoing shall apply prospectively only (*i.e.*, it does not apply to qualified years for which the work days occurred prior to the effective date of this provision), except that when a 365 consecutive day lookback period includes days that fall both within the term of the 2021 Agreement and within the term of the 2024 Agreement, the employee will be awarded a qualifying year if the employee worked 170 days within that 365 consecutive day lookback period.

c. **Definition of Qualified Year in 2023**

Add a footnote to the definition of a “qualified year” in Paragraph 30(f) as follows:

“Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the definition of a ‘qualified year,’ for purposes of Paragraph 30(f), shall be applied in the following manner with respect to calendar year 2023: As to calendar year 2023 only, an employee shall be deemed to have a ‘qualified year’ if the employee has worked at least 94 days.”

10. **Payroll Company Notice**

Modify Paragraph 41 of the 2021 Agreement as follows:

“41. PAYROLL COMPANY NOTICE

“The Payroll Company shall give advance notice to the Union of its involvement as a ‘primary employer’ in connection with any motion picture or television production when services falling within the work ~~justification~~-jurisdiction of this Agreement are to be performed. Effective for new seasons of episodic series, the first episode of which commences principal photography on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the Payroll Company will provide notice to the Union in advance of each new season of the series in which it is involved as the primary employer. Said advance notice shall be given as soon as practicable, but in no event later than the Monday immediately following the issuance of the first payroll covering employees under the Agreement. Said notice may be oral and confirmed in writing within two (2) working days thereafter and shall include the following, if known:

- “(a) Name of production company;
- “(b) Title of production;
- “(c) Season of the series, if applicable;
- “~~(e)~~(d) Scheduled pre-production and production dates; and
- “~~(d)~~(e) Production locations.”

11. **Contract Services**

a. **Training Stipend**

Modify the second and third paragraphs of Article 22 as follows:

“ARTICLE 22. **CONTRACT SERVICES ADMINISTRATION TRUST FUND**

* * *

“A \$20.00 per hour stipend shall be paid to any individual for attending CSATF-required safety training classes during non-working time. 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], the applicable stipend shall increase to \$25.00 per hour. It is understood that any check so issued shall include payment for course A of the Safety Pass Program, whether completed before or after the individual was placed on the Industry Experience Roster.

“A \$20.00 per hour stipend shall be paid to any individual for attending harassment prevention training administered by CSATF during non-working time. 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], the applicable stipend shall increase to \$25.00 per hour.”

b. **Contribution Rate**

Increase the general contribution rate to the Contract Services Administration Trust Fund (“CSATF”) in the first paragraph of Article 22 from twenty-two and one-half cents (\$0.225) to sixty-three cents (\$0.63) per hour effective *[insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]* and by an additional three cents (\$0.03) per hour (to sixty-six cents (\$0.66) per hour) effective *[insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later]*.

12. **Sick Leave**

a. **Expanded Paid Sick Leave**

Modify Article 26 of the 2021 Agreement as follows:

“ARTICLE 26. CALIFORNIA-SICK LEAVE

“(a) Accrual. Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked ~~in California~~ for Producer, 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, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days ~~in California~~ for the Producer and after their ninetieth (90th) day (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]) of employment ~~in California~~ 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 (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 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.) Employees employed outside California shall be eligible for such sick leave commencing [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].

“(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days ~~in California~~ 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 ~~in California~~ for ninety (90) days (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]) (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 (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-Producer~~ in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining 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.

“(c) For "on call" employees, a day of sick leave pay shall be equal to one-fifth of the employee's applicable minimum weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). For employees employed on a daily or weekly basis with an hourly rate, 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 ~~his~~ the employee's straight time hourly rate. Replacements for employees may be hired on a *pro rata* basis of the applicable minimum 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 ~~his~~ the right to paid sick leave.

“(d) 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."³ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

“(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an 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 shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was

³ "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. For purposes of this Article only, the definition of a "family member," as applied to an employee covered under this Agreement who is employed in California, shall include a designated person identified to the Producer by the employee at the time the employee requests paid sick leave to care for that person and shall be limited to one person so designated in a twelve (12) month period.

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

“(f) Producer shall include in the employee's start paperwork the contact information for the designated Producer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer 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 (b) above or, alternatively, if the Producer elected to provide employees with a sick leave bank, the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected for 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 (a) above. Producer also shall notify the Local Union office of the name and contact information of the designated Producer representative.

“(g) Any Producer that, as of June 30, 2015, had a sick leave policy, or paid leave or paid time off policy that permitted the use of paid sick time with respect to eligible employees working in California or that, as of [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], has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, ~~as of June 30, 2015~~ for all other eligible employees, 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 ~~his or her~~ the right to use paid sick leave.

“(h) Any dispute with respect to sick leave for employees covered under the Agreement shall be subject to the grievance and arbitration procedures provided herein.”

b. **Housekeeping – Update Sick Leave Waiver**

Modify Article 27 of the 2021 Agreement as follows:

“ARTICLE 27. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

“The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-B); the Illinois Paid Leave for All Workers Act (P.A. 102-1143); the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); the Chicago Paid Leave and Paid Sick and Safe Leave Ordinance (Chapter 6-130 of the Municipal Code of Chicago); the Cook County ~~Earned~~ Paid Sick Leave Ordinance (Chapter 42, Article I, Section 42-1 *et seq.* of the Cook County Code); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the San Francisco Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P); the Paid Sick Leave Ordinance of Berkeley, California (Chapter 13.100 of the Berkeley Municipal Code); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.(e), 37.03, 37.07(a)(1)(ii)(B), and 37.07(f)); ~~the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended June 24, 2021); the Los Angeles County COVID-19 Worker Protection Ordinance (Title 8, Chapter 8.200 of the Los Angeles County Code); Los Angeles County Employee Paid Leave for Expanded Vaccine Access Ordinance (Title 8, Chapter 8.205 of the Los Angeles County Code); the Long Beach COVID-19 Paid Supplemental Sick Leave Ordinance (Chapter 8.110 of the Long Beach Municipal Code); the Oakland Paid Sick Leave Law (Section 5.92.030 of the Oakland Municipal and Planning Codes); the West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code); the Santa Monica Paid Sick Leave Ordinance (Chapter 4.62.025 of the Santa Monica Municipal Code); the Tacoma Paid Sick Leave Ordinance (Title 18, Chapter 18.10 of the Tacoma Municipal Code); the Arizona Earned Paid Sick Time Law (A.R.S. section 23-371 *et seq.*); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New~~

Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); and the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working within the District of Columbia is granted at least three (3) days of paid sick leave per calendar year pursuant to the provisions of Article 26 above and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

13. **Bereavement Leave**

Add the following as a new Paragraph (“Bereavement Leave”) to the 2024 Agreement:

“The following is effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]. 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 "on call" employees, a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's applicable minimum weekly rate. For employees employed on a daily or weekly basis with an hourly rate, 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 has been employed by the Producer for at least thirty (30) days in California shall be entitled to an additional two (2) days of unpaid bereavement leave in the event of the death of a ‘family member.’*”

“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.”

14. **Vacation**

Add a new footnote to the definition of “eligible year” in Paragraph 28(e)(1) as follows:

“The term ‘eligible year’ shall be applied in the following manner with respect to calendar year 2023: As to calendar year 2023 only, an employee shall be deemed to have an ‘eligible year’ if the employee has worked at least forty (40) days.”

15. **Sideletters**

Modify Sideletters No. 1, 2, 3 and 9 of the 2021 Agreement as follows, effective for motion pictures commencing principal photography on or after [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], new seasons of series and new mini-series, the first episode or part of which commences principal photography on or after [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*]:

- a. Wage Rates for Location Managers and Key Assistant Location Managers:
 - i. To the extent that wage rates for the period immediately preceding the period in question currently apply, they shall instead be reduced by three percent (3%) (*e.g.*, in year 1, instead of the wage rates being reduced by 7%, they shall be reduced by 3%);
 - ii. For made for television long-form projects (including movies-of-the-week) (other than those made for basic cable), wage rates shall be the wage rates set forth in the 2024 Agreement reduced by five and one-half percent (5.5%) (instead of 8.5%);
 - iii. For made for television long-form projects (including movies-of-the-week), pilots, mini-series and the first season of an episodic series made for basic cable, wage rates shall be the wage rates set forth in the 2024 Agreement reduced by seven percent (7%) (instead of 8.5%); and
 - iv. For mini-series made for network television or pay television, wage rates shall be the wage rates set forth in the 2024 Agreement reduced by three percent (3%) (instead of 8.5%).

- b. Vacation and Unworked Holiday – There will be no vacation and unworked holiday for a long-form television motion picture, pilot, mini-series or the first season of an episodic series made for basic cable. In the second season of an episodic series made for basic cable, vacation and unworked holiday will be payable at one-half of the applicable percentage; thereafter, the vacation and unworked holiday provisions in the applicable Agreement shall apply.

16. **Gender Neutral Language**

Modify the 2021 Agreement to use gender neutral language that is grammatically correct.

FOR THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE PART OF SAID MULTI-EMPLOYER BARGAINING UNIT

_____ Date: _____
Carol A. Lombardini, President

FOR STUDIO TRANSPORTATION DRIVERS, LOCAL 399, OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (LOCATION MANAGERS)

_____ Date: _____
Lindsay Dougherty, Secretary – Treasurer

EXHIBIT "A"
2021 LOCAL 399 LOCATION MANAGERS
AUTHORIZATION LIST

20th Century Studios, Inc. 40 North Productions, LLC 1440 Productions LLC	Lions Gate Productions, LLC
ABC Signature, LLC Abominable Pictures, Inc. Alive and Kicking, Inc. Apple Studios LLC Apple Studios Louisiana LLC Arcraft Productions, Inc.	Madison Productions, Inc. Main Gate Productions LLC Media Services Processing, LLC Mesquite Productions, Inc. Metro-Goldwyn-Mayer Pictures Inc. MGM Television Entertainment Inc. Milk Street Productions, LLC Minim Productions, Inc.
Bonanza Productions Inc. Bronson Avenue LLC	Netflix Productions, LLC Netflix Studios, LLC New Line Productions, Inc. New Regency Productions, Inc. Next Step Productions LLC NM Talent Inc. North Center Productions, Inc.
Carnival Row Productions, LLC Cast & Crew Production Services, LLC CBS Studios Inc. Columbia Pictures Industries, Inc. CPT Holdings, Inc.	Olive Productions, LLC Onyx Collective Productions, Inc. Open 4 Business Productions LLC Orchard Road Productions, LLC Over the Pond Productions, Inc.
DAE Light Media, LLC. Dyminium Productions, LLC	Pacific 2.1 Entertainment Group, Inc. Paramount Overseas Productions, Inc. Paramount Pictures Corporation Paramount Worldwide Productions, Inc.
EPSP Management Services Eye Productions Inc.	Remote Broadcasting, Inc. Ruff Draft Productions, LLC
Frank & Bob Films II, LLC	San Vicente Productions, Inc. Screen Gems Productions, Inc. Sony Pictures Studios, Inc. South Circle Productions LLC South Rock Productions LLC Stage 6 Films, Inc. Stu Segall Productions, Inc. Topanga Productions, Inc.
HBO Entertainment, Inc. HBO Films, Inc. Horizon Scripted Television Inc. Hydronaut Productions, LLC	
Inclined Productions, Inc.	
Jax Media, LLC Kapital Productions, LLC Legendary Alameda Productions, LLC Legendary Features Productions US, LLC Legendary Pictures Productions, LLC LGTV Productions, Inc.	

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

Universal City Studios LLC
Universal Content Productions LLC

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

XOF Studios, LLC