

**AGREEMENT OF OCTOBER 1, 2012 BETWEEN
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS,
ON THE ONE HAND, AND STUDIO TRANSPORTATION DRIVERS, LOCAL #399,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AND THEATRICAL, RADIO,
TELEVISION, FIELD EQUIPMENT, SOUND TRUCKS, MOTION PICTURE, FILM,
EXHIBITION, AND ORCHESTRA CHAUFFEURS AND HELPERS, LOCAL #817,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ON THE OTHER HAND
(CASTING DIRECTORS)**

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INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ON THE OTHER HAND
(CASTING DIRECTORS)**

This Agreement is entered into as of this 1st day of October, 2012 between Studio Transportation Drivers, Local #399, International Brotherhood of Teamsters, and Theatrical, Radio, Television, Field Equipment, Sound Trucks, Motion Picture, Film, Exhibition, and Orchestra Chauffeurs and Helpers, Local #817, International Brotherhood of Teamsters (hereinafter referred to individually as “the Union” and collectively as “the Unions”), on the one hand, and the Alliance of Motion Picture & Television Producers (hereinafter "AMPTP") on behalf of the following Producers which have effectively consented to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers"), on the other hand:

ABC Studios
Alcon Entertainment, LLC
Alive and Kicking, Inc.
Allenford Productions, Inc.
Artcraft Productions Inc.
AWTY Productions, L.L.C.

Big Beach, LLC
Bold Films, LP
Bonanza Productions, Inc.

Canterbury Productions, Inc.
CBS Films Inc.
CBS Studios Inc.
Columbia Pictures Industries, Inc.
Corporate Management Solutions, Inc.

DreamWorks II Production Co., LLC
DW Dramatic Television L.L.C.
DW SKG TV L.L.C.
DW Studios Productions L.L.C.

Europa Ventures, LLC
Evolutionary Pictures, LLC
Eye Productions Inc.

Focus Features Productions LLC

HCP Productions, LLC
HCP Productions II, LLC
Horizon Scripted Television, Inc.
Hostage Productions, Inc.

Metro-Goldwyn-Mayer Pictures Inc.
Montrose Productions, Inc.

New Regency Productions, Inc.
Newlyweeds Movie LLC
N.S. Pictures

Open 4 Business Productions LLC

Pacific 2.1 Entertainment Group, Inc.
Paramount Pictures Corporation

Perdido Productions, Inc.
Pierpoline Films, Inc.

Remote Broadcasting Television, Inc.

Sony Pictures Television, Inc.
Stratforde Corporation

Tiny Tot Productions, Inc.
Topanga Productions, Inc.
TriStar Pictures, Inc.
Turner North Center Productions, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
Twin Holdings LLC

UA Films, Inc.
Universal City Studios LLC
Universal Network Television LLC

Vertebra Films

Walt Disney Pictures
Warner Bros. Pictures
Warner Bros. Television
Wayfare Entertainment Ventures, LLC
W.B.C. LLC
Wooster Productions, Inc.

You Are Here Films LLC

WITNESSETH:

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

1. SCOPE OF AGREEMENT

This Agreement shall be applicable to all Freelance Casting Directors and Freelance Associate Casting Directors employed by the Employer and who are working in the City of New York, New York or in the County of Los Angeles, California, or who are hired in the City of New York, New York or in the County of Los Angeles, California to perform services outside those locations, but within the United States, in the production of live action theatrical motion pictures or live action prime time television motion pictures.

Only the pension and health and Individual Account Plan provisions of this Agreement shall apply to Casting Directors or Associate Casting Directors hired in the City of New York, New York or in the County of Los Angeles, California to perform services outside the United States.

This Agreement is not applicable to Freelance Casting Directors or Freelance Associate Casting Directors engaged in hiring background actors nor does it apply to Casting Directors and Associate Casting Directors engaged on other than a freelance basis. The foregoing is in accordance with the "Certification of Representative" signed on July 11, 2005 in National Labor Relations Board Case #31-RC-8497.

2. RECOGNITION

The Employer recognizes the Unions as the exclusive collective bargaining representatives of all employees employed by Employer as Freelance Casting Directors and Freelance Associate Casting Directors described in the first paragraph of Article 1.

3. TERM OF AGREEMENT

The Agreement shall commence on October 1, 2012 and shall terminate on September 30, 2015.

4. PENSION AND HEALTH CONTRIBUTIONS

- (a) The Employer shall pay the following hourly contribution rates to the Motion Picture Industry Pension and Health Plans for the period September 30, 2012 through September 30, 2015 on behalf of Casting Directors and Associate Casting Directors covered by this Agreement:

Active Employees Fund

Medical:	\$3.808 per hour
	\$0.305 per hour*
Dental:	\$0.187 per hour
Vision:	\$0.05 per hour

Retired Employees Fund

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

<u>Pension Plan</u>	\$1.2665 per hour
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Contributions on behalf of employees engaged on an “on-call” basis shall be based upon sixty (60) hours per week, except that for “on call” employees employed for less than a full workweek (*i.e.*, less than five (5) days), contributions shall be based upon twelve (12) hours per day. Contributions on behalf of employees engaged on an hourly basis shall be made for each hour worked or guaranteed.

* This amount has been reallocated from the hourly contribution rate payable under prior Agreements to the Individual Account Plan.

- (b) Commencing with the quarter ending September 30, 2012 and at the end of every subsequent calendar quarter during the term of this Agreement, the consultants for the Health and Pension Plans shall project the level of reserves in the Active Employees Fund for the term of the Agreement.

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

- (c) The parties hereby confirm that when a team of Casting Directors is engaged for a production, only those members of the team who are actually rendering covered services on the production shall be entitled to pension and health contributions, regardless of the fact that other members of the team receive screen credit on the production.

5. INDIVIDUAL ACCOUNT PLAN

The Employer shall contribute to the Individual Account Plan, on behalf of each Casting Director and Associate Casting Director employed under this Agreement four percent (4%) of the “weekly base rate,” as defined below, for each full workweek of employment.

The “weekly base rate,” for purposes of calculating the percentage contribution to the Individual Account Plan (irrespective of whether the Casting Director or Associate Casting Director is paid more or less than this amount) shall be as follows:

	9/30/12 - 9/28/13	9/29/13 - 9/27/14	9/28/14 - 9/30/15
For Casting Directors employed on theatrical motion pictures:	\$2,960/week	\$3,020/week	\$3,080/week
For Casting Directors employed on television motion pictures:	\$2,450/week	\$2,500/week	\$2,550/week
For Associate Casting Directors employed on television or theatrical motion pictures:	\$735/week	\$800/week	\$800/week

The “weekly base rate” shall be prorated at the rate of one-fifth of said amount for each day worked when the Casting Director or Associate Casting Director is employed for less than a full workweek.

6. LOAN-OUT COMPANIES

During such time as an employee is engaged by a borrowing Employer through the employee's loan-out company, the borrowing Employer shall make pension and health contributions directly to the Motion Picture Industry Health and Pension Plan on behalf of the employee so employed. Contributions may not be made by loan-out companies. The parties acknowledge that the Employer's policy concerning the engagement of an employee through a loan-out company may change and that nothing herein shall obligate the Employer to engage an employee through a loan-out company.

7. MINIMUM WAGE RATES

Salaries for all Casting Directors and for Associate Casting Directors employed on theatrical motion pictures will be subject to individual negotiation. Casting Directors shall be engaged on an "on call" basis. Associate Casting Directors employed on theatrical motion pictures may be employed on an "on call" basis or on an hourly basis.

Associate Casting Directors employed on television motion pictures shall be compensated at no less than the minimum wage rate of \$10.78 per hour effective September 30, 2012 (\$11.00 per hour effective September 29, 2013; and \$11.22 per hour effective September 28, 2014).

Overtime for Associate Casting Directors employed on television motion pictures shall be payable at the rate of one and one-half times the employee's regular basic hourly rate for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. However, daily and weekly overtime shall not be compounded.

Casting Directors and Associate Casting Directors shall be paid for all work performed at the direction of the Employer.

8. PAYMENT ON A WEEKLY BASIS

Payment for services performed in the payroll week beginning on Sunday and ending on the following Saturday shall be made on Thursday of the following payroll week (holiday weeks excluded). The regular pay day will be on Friday for employees working on distant location. The parties confirm that any day worked by an employee in a partial workweek may be prorated at the rate of one-fifth (1/5) of the weekly rate for each day worked.

9. HOLIDAYS

Weekly employees shall not have their weekly rate of pay reduced in the event they do not work on a recognized holiday that falls during a workweek.

The recognized holidays for Casting Directors and Associate Casting Directors working on productions based in Los Angeles shall be New Year's Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas.

The recognized holidays for Casting Directors and Associate Casting Directors working on productions based in New York shall be New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving and Christmas.

In the event that the Employer requires an Associate Casting Director to work on a holiday, he or she shall be paid: (a) double time for hours worked on the holiday if employed on an hourly basis; or (b) an additional 1/5 of the weekly rate if employed on a weekly basis. Pay for holidays worked and overtime shall not be compounded. The Associate Casting Director must secure advance approval from the Employer's designated representative to work on a holiday.

10. OFFICE SPACE, EQUIPMENT AND PAYROLL SERVICE FEES

The employee and Employer may negotiate with respect to office space, equipment and payroll service fees. Disputes with respect to whether such space and/or equipment has been provided, or whether reimbursement for such expenses has been made in accordance with the terms of any agreement reached, shall be subject to grievance and arbitration as provided in Article 16 below. However, claims with respect to the adequacy or quality of the space and/or equipment shall not be subject to grievance and arbitration.

11. INDIVIDUAL NEGOTIATIONS

Nothing herein shall prevent any individual covered by this Agreement from negotiating directly with an Employer and entering into an individual agreement with respect to terms and conditions of employment.

12. FACILITY ACCESS

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such pass will permit driving the Representative's car onto the Employer's studio, provided such is the custom and practice. The Business Representative shall be permitted to visit any portion of the studio necessary for the proper conduct of the business of the Union during working hours.

13. ESTABLISHMENT OF LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established to resolve issues which may arise during the term of the Agreement. Meetings of the labor-management committee will be attended by Employer representatives with knowledge of the employment practices with respect to and requirements of Casting Directors and Associate Casting Directors and who are capable of affecting modifications to an Employer's practices when necessary.

14. UNION SECURITY

- (a) Each and every employee subject to this Agreement shall become and remain a member in good standing of either Studio Transportation Drivers, Local #399 or Theatrical Drivers and Helpers of Local Union #817 on the thirtieth day following his first day of employment or the effective date of this Agreement, whichever is the later. The foregoing requirements of union membership as a condition of employment shall be subject to the obligations of the parties under the law.
- (b) Within a reasonable time, but not to exceed three (3) business days after receipt of written notice from the appropriate Local Union that any such then-employed employee is not a member as above required, and that such employee has been so notified, in writing, prior to such notice to Employer, the Employer shall discharge any such employee who fails to remedy such default within said three (3) business days after Employer receives such notice. The Employer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.
- (c) Employer agrees to inform the appropriate Union within fourteen (14) business days of a newly-hired employee covered by this Agreement. Such notice will include the employee's full name, address and social security number.
- (d) Employees of Employer who heretofore have been members of one of the Unions, no matter what their current membership status, shall be deemed in compliance with this Article by the payment of the periodic dues uniformly required of other members classified as Casting Directors.
- (e) In case of repeal or amendment of the Labor Management Relations Act of 1947, or in case of new legislation rendering permissible any union security to the Unions greater than that specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu hereof.

15. NO-STRIKE AND NO LOCK-OUT PROVISION

Each of the Unions agrees, during the existence of this Agreement, unless the Employer fails to comply with an arbitration award, not to strike against, picket or boycott the Employer for any reason whatsoever, and to order its members to perform their obligations to the Employer hereunder and to use its best efforts to get the employees to perform such obligations. The Employer agrees not to engage in any lockout unless the Union fails to comply with an arbitration award. However, the Employer'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.

The Employer will not discipline any employee covered by this Agreement because of his refusal as an individual to cross a picket line, providing that when such picket line is established within that area of this Agreement administered by Local #399, such picket line must have been sanctioned by the Joint Council of Teamsters, No. 42.

No employee covered by this Agreement shall be required by the Employer to go through any picket line when there is actual and imminent danger of bodily harm to the employee.

Notwithstanding anything herein contained, it is agreed that in the event the Employer 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 Secretary-Treasurer of the appropriate Local Union has given seventy-two (72) hours' written notice (excluding Saturdays, Sundays and holidays) to the Employer specifically identifying such delinquent payments, the Local Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting from such delinquent payments. This means that a delinquent employer 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 employer hereunder as a result of specified delinquencies.

16. GRIEVANCE AND ARBITRATION PROCEDURE

- (a) Disputes concerning the interpretation or application of the provisions of the collective bargaining agreement are subject to grievance and arbitration, except as otherwise provided in the agreement. Disputes concerning unpaid salaries or other monies due under personal services agreements are also subject to grievance and arbitration.
- (b) All claims must be reduced to writing, setting forth the specific facts establishing a violation, the date of the violation and the amount of money at issue. Such

writing must be delivered to the opposing party within thirty (30) days from the date the grievant knows of the claim or should have known of the claim, whichever is earlier, but in no case more than sixty (60) days after the date of the event giving rise to the grievance.

- (c) No later than ten (10) days after delivery of the written claim, the authorized representatives of the parties to the grievance shall meet to discuss the matter and attempt to settle the claim.
- (d) If settlement cannot be achieved, then the grievant may choose to pursue arbitration by delivering a claim for arbitration no later than twenty-five (25) days after the grievant delivered the initial written claim.
- (e) Failure to file a claim within the time limits specified in subparagraph (b) above or to refer a claim to arbitration within the time limits specified in subparagraph (d) above shall result in a waiver of the claim. Any of the time limits herein may be extended by mutual agreement of the parties.
- (f) A panel of arbitrators shall be established to hear and determine claims hereunder.
- (g) Disputes involving a violation of the no-strike provision in Article 15 above may be submitted to expedited arbitration within seventy-two (72) hours (or as soon thereafter as an arbitrator is available) after the other party receives the demand for expedited arbitration. Absent agreement by the parties to an arbitrator, the arbitrator shall be the first available for a hearing selected from the following panels: (i) for Los Angeles: Joel Grossman, Fred Horowitz, Gordon Krischer, Fred Kuperberg, Jonathan Monat, and Barry Winograd; and (ii) for New York: Howard Edelman. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. There shall be no post-hearing briefs.

17. “PROFESSIONAL,” “EXECUTIVE” AND/OR “ADMINISTRATIVE” CAPACITY

The Unions and the Employer agree that Casting Directors are employed by the Employer in a "professional," "executive" and/or "administrative" capacity within the meaning of applicable state and federal wage and hour laws. The Unions and the Employer further agree that Associate Casting Directors may be employed by the Employer in a "professional," "executive" and/or "administrative" capacity within the meaning of applicable state and federal wage and hour laws.

18. NON-DISCRIMINATION

The parties to this Agreement agree that there shall be no discrimination due to sex, sexual orientation, age, race, creed, color or national origin or any other basis protected by applicable federal, state or local laws, rules or regulations under this Agreement. Any alleged violation of this provision shall not be subject to grievance and arbitration.

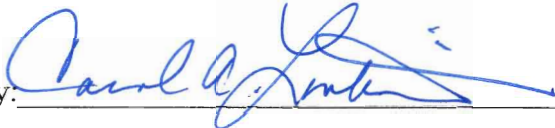
19. NEW MEDIA

Should the Unions so request, the Producers agree to discuss new media issues with the Unions during the term of this Agreement.

20. MANAGEMENT RIGHTS

Except to the extent expressly and specifically limited by the provisions of this Agreement, the Employer retains all rights, powers, privileges, authority, responsibilities and functions of management, including the right of staffing and assignment, the right to contract out work covered hereunder and the right to establish or modify policies and procedures.

FOR THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN THE PREAMBLE TO THIS AGREEMENT AND THOSE PRODUCERS WHO HAVE EFFECTIVELY CONSENTED TO BE PART OF THE SAID MULTI-EMPLOYER BARGAINING UNIT

By:  Date: March 28, 2013

FOR STUDIO TRANSPORTATION DRIVERS, LOCAL #399, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By:  Date: 3-19-13

FOR THEATRICAL, RADIO, TELEVISION, FIELD EQUIPMENT, SOUND TRUCKS, MOTION PICTURE, FILM, EXHIBITION, AND ORCHESTRA CHAUFFEURS AND HELPERS, LOCAL #817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By:  Date: 3-25-13

SIDELETTER

As of October 1, 2008

Leo Reed
Secretary Treasurer
Studio Transportation Drivers, Local #399
P.O. Box 6017
4747 Vineland, #E
North Hollywood, California 91603

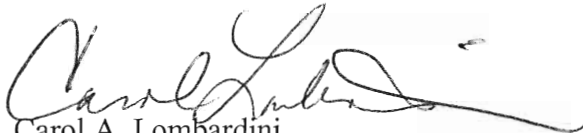
Thomas J. O'Donnell
Secretary-Treasurer
Teamsters, Local #817
1 Hollow Lane, #309
New Hyde Park, NY 11042

Re: Scope of Agreement


Dear Leo and Tom:

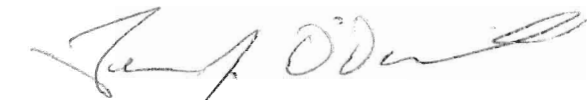
Notwithstanding the provisions of Article 1, "Scope of Agreement," the Employer, in its sole discretion, may elect to cover under this Agreement Freelance Casting Directors and Freelance Associate Casting Directors employed within the geographic areas identified in the first paragraph of Article 1 on other types of productions not referred to in that paragraph.

Sincerely,


Carol A. Lombardini
Acting President

ACCEPTED AND AGREED:


Leo Reed, Local #399


Thomas J. O'Donnell, Local #817