

AMENDMENT AGREEMENT TO
STUDIO TRANSPORTATION DRIVERS, LOCAL # 399, AGREEMENT
COVERING COOK HELPERS AND COOK HELPER DRIVERS

This document sets forth the proposal of the companies listed in the attached Exhibit A (hereinafter collectively referred to as the “Producers”) to recognize Teamsters, Local #399 as the collective bargaining representative of Cook Helper-Drivers and Cook Helpers employed on motion picture productions produced by the Producers under the Local #399 (Drivers) Agreement (hereinafter “the Black Book”) in Los Angeles County.

Producers propose the following terms and conditions to be codified in an “Amendment Agreement” to the Black Book. This Amendment Agreement shall be an individual agreement between the Union and each Producer listed herein. The Amendment Agreement shall set forth all terms and conditions applicable to Cook Helper-Drivers and Cook Helpers, meaning that any provision of the Black Book which is not addressed or incorporated by reference in the Amendment Agreement shall not apply.

Except as noted, the following items are not presented in contract language.

1. Term

The Agreement shall be effective on January 19, 2020 (the Sunday following notice of ratification of the Amendment Agreement to the AMPTP) and shall continue through the end of the term of the 2018 Black Book (July 31, 2021).

2. Scope

The scope of the Amendment Agreement shall be limited to employees employed by the Producer in Los Angeles County in the job classifications of Cook Helper and Cook Helper-Driver whose services are rendered in connection with the production of live action motion pictures.

3. Two Classifications Recognized

- a. Cook Helper-Drivers (up to a maximum of **one (1) person per catering vehicle per day** (this individual to be identified prior to the start of the work day) shall be covered); for this purpose, “catering vehicle” does not include an employee’s personal vehicle or any vehicle assigned to a cook/driver (Occ .Code 3512); and
- b. Cook Helpers

4. Staffing

Staffing shall be at the discretion of the Producer.

5. **Wages and Related Topics**

a. Wage Rates:

- i. Cook Helper-Drivers employed on productions other than one-half hour and one hour pilots, the first season of a one-hour series and long-form productions made for television, DVD and new media: \$22.00 per hour;
- ii. Cook Helper-Drivers employed on one-hour and one-half hour pilots and the first season of a one-hour series (wage rates to be reduced by three percent (3%)): \$21.34 per hour;
- iii. Cook Helper-Drivers employed on long-form productions made for television, DVD and new media: \$20.00 per hour;
- iv. Cook Helpers: \$17.00 per hour.

The foregoing rates shall not be increased during the term of the Agreement.

- b. Employment shall be on a daily basis only; no weekly or “on call” scheduling.
- c. Overtime: 1.5x after 8 hours worked in a day; 2x after 14 hours worked in a day.
- d. Minimum call: 8 hours.
- e. 6th day worked: 1.5x.
- f. 7th day and holidays worked: 2x (standard list of holidays in Paragraph 8 applies, but no unworked holiday pay).
- g. There shall be no compounding of overtime or any premium or holiday pay.

6. **Fringe Benefits**

Health and pension benefits under Articles 11 (“Health Plan”), 12 (“Pension Plan”) and 13 (“Motion Picture Industry Health Plan - Retired Employees Fund”) shall apply at the appropriate contribution rates set forth in those Articles. There shall be no Employer contribution to the Individual Account Plan.

7. **Applicable Provisions of the Black Book***

- a. Article 8A (“Effect of Void Provisions”)
- b. Article 8B (“No Strike - No Lockout”)
- c. Article 34 (“California Sick Leave”)
- d. Article 35 (Waiver of Sick Leave Laws)

** Note that any provision of the Black Book not listed above or otherwise addressed in this proposal does not apply to Cook Helper-Drivers or Cook Helpers under the proposed Amendment Agreement.*

8. **Other Key Items**

- a. Work day, Workweek and Change in Workweek (proposed contract language below):

“(a) The workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the employee’s first day worked. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday or Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

“A work day starting on one calendar day and running into the next shall be credited to the first calendar day.

“(b) In situations involving a change of schedule for regularly-scheduled employees, accommodations will be made, to the extent practicable, to avoid a reduction in the number of workdays for the employee, without requiring the Producer to pay premium pay.

“(c) The Producer shall give reasonable notice of a change of shift (*e.g.*, from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternatives shall be available:

“(1) If the Producer and the employee so agree, the employee may work at straight time without having two (2) days off;

“(2) The Producer may require employees to take an additional day off (and such scheduling shall not be deemed to constitute a prohibited relay call), thereby avoiding premium pay; or

“(3) The Producer must pay the employee time and one-half if it requires the employee to work on the day which would otherwise be the employee's regularly-scheduled day off.”

b. Meal Periods (contract language below):

“Cook Helper-Drivers and Cook Helpers shall be responsible for scheduling their own meal periods as follows: The first meal period shall commence within six (6) hours after the start of his/her work day; subsequent meal periods shall commence within six (6) hours after the end of the preceding meal period. Cook Helper-Drivers and Cook Helpers shall not incur meal penalties. If a Cook Helper-Driver or Cook Helper is unable to schedule a timely meal period, he/she shall notify the production manager or the production manager's designee at least one (1) hour in advance of the time at which his/her next meal period would be due and, in the event he/she does not receive a timely meal period or meal periods on a given day, he/she shall receive \$20.00 for that day on the next regular pay check.”

c. Grievance and Arbitration (contract language below):

“(a) Any dispute between the Union or any of the employees subject to this Amendment Agreement with regard to the interpretation or application of the provisions of this Amendment Agreement,¹ including any dispute involving the interpretation or application of any better conditions and terms of employment granted to an employee, shall be resolved in accordance with the following procedure:

“Only the Union, acting on behalf of the employee(s) involved, and the Producer shall be parties to the grievance and arbitration process. Either the Union or the Producer shall have the right to file grievances against the other party. The grievance shall be in writing and shall set forth the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the production

¹ Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the facts alleged would constitute such a violation, are also subject to this grievance and arbitration procedure.

involved, the remedy sought and the names of the individuals aggrieved, when known.

“The party which has received the grievance shall, within fifteen (15) working days after its receipt of the grievance, contact the aggrieved party to discuss the dispute and endeavor to resolve it. When the grievance is filed by the Union, the Labor Relations representative of the Producer involved shall attempt to resolve the dispute with the Union. Any resolution so reached by the Producer and the Union shall be final and binding upon all parties and any employees involved.

“If the Labor Relations representative of Producer and the Union are unable to resolve the grievance, the matter shall be submitted to the Chairman of the Basic Crafts and the President of the AMPTP, or their respective designees, for resolution. Any resolution so reached by the Producer and the Union shall be final and binding upon all parties and any employees involved. If the Chairman of the Basic Crafts and the President of the AMPTP are unable to resolve the grievance, the matter may be submitted to arbitration by the aggrieved party in accordance with Article 7(b) of the Local #399 Agreement [*i.e.*, the Black Book].

“(b) Any claims for the payment of wages not made the subject of a grievance within thirty (30) consecutive days after the employee is entitled to such wages shall be deemed to be waived.

“Any other claim not presented as a grievance within (1) sixty (60) calendar days after the occurrence of the subject matter of the grievance or (2) within sixty (60) calendar days after the employee or the Union has had a reasonable opportunity to become aware of the occurrence, whichever of (1) or (2) is the later (but in any event not to exceed three hundred sixty-five (365) calendar days after the occurrence), shall be deemed to be waived.”

d. “Turnaround” / “Call-backs” (contract language below):

“Cook Helpers and Cook Helper-Drivers will have eight (8) hours’ turnaround time. The penalty for turnaround invasion shall be payment at the rate in effect at the time of dismissal for invaded hours only.

“It shall not be a violation of this Agreement to replace a Cook Helper-Driver so that he or she can receive the rest period required by Department of Transportation regulations, if applicable.”

- e. “Company Rules / DOT Policies” (contract language below):

“Cook Helper Drivers shall adhere to Department of Transportation rules and regulations and to the Producer’s Transportation Department policies and procedures, as applicable. This includes, but is not limited to, compliance with completing required forms and pre-employment and random drug testing required by Department of Transportation regulations.”

- f. Vacation and Unworked Holidays - No vacation or unworked holidays.

- g. CSATF contributions shall apply.

- h. No Effect on Post ‘60s or Supplemental Markets

The employment of employees under the Amendment Agreement shall neither trigger nor have any impact on the calculation of, or amount payable, under the Post '60s and Supplemental Markets provisions of the Black Book.

- i. “Union Security” (contract language below):

“Each and every employee subject to this Amendment Agreement hired by the Producer(s) to perform services in the County of Los Angeles shall be and remain a member in good standing of the Union on and after the thirtieth day following the first day of employment or the effective date of this Amendment 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 hereto under the law.”

- j. Paragraph 62 (Seniority) shall not apply (*i.e.*, there shall be no roster placement or preference requirements).

- k. Safety and Harassment Prevention Training

It is understood that Cook Helpers and Cook Helper-Driver must complete safety and harassment prevention training in order to be eligible for employment under this Amendment Agreement. The parties will discuss the implementation of this requirement, including a “phase-in” period for existing Cook Helpers and Cook Helper-Driver to become trained.

- l. Producers not signatory to the Amendment Agreement may access the terms and conditions of the Amendment Agreement by utilizing the services of a payroll company which is signatory to the Amendment Agreement. In addition, Local

#399 will allow any Producer not listed in Exhibit A to become signatory to this Amendment Agreement on the same basis as the Producers listed in Exhibit A.

m. “Conflict with Laws” (contract language below):

“In the event any provision (or part thereof) of this Amendment Agreement is in conflict with the law, the parties agree that such provision (or part thereof which is in conflict with the law) is separable from the remainder of this Amendment Agreement and shall not be operative so long as such conflict exists, but shall become operative immediately upon the repeal of said law or upon said law being determined to be unconstitutional or inapplicable.”

n. Better Conditions (contract language below)

“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. Provided also, that the Producer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

“No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, not shall it be considered, in any manner, as precedent for granting better conditions and terms than those herein provided to any other individuals or job.”

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

_____ Date: _____
Carol A. Lombardini, President

FOR STUDIO TRANSPORTATION DRIVERS, LOCAL #399

_____ Date: _____
Steve Dayan, Secretary-Treasurer

Exhibit A

1440 Productions LLC

Open 4 Business Productions LLC

ABC Signature Studios, Inc.
Artcraft Productions Inc.

Pacific 2.1 Entertainment Group, Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions Inc.

Bonanza Productions Inc.
Bronson Avenue LLC

Salty Pictures, Inc.
Sony Pictures Studios, Inc.
Stage 6 Films, Inc.

CBS Studios Inc.
CPT Holdings, Inc.
Columbia Pictures Industries, Inc.

TVM Productions, Inc.
Topanga Productions, Inc.
Touchstone Television Productions, LLC
dba ABC Studios
Turner North Center Productions, Inc.
Twentieth Century Fox Film Corporation

Eye Productions Inc.

FTP Productions, LLC

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

Universal City Studios LLC
Universal Content Productions LLC
Universal Television LLC

Kapital Productions LLC

Warner Bros. Pictures
Warner Bros. Specialty Productions Inc.
Warner Bros. Specialty Video Productions
Inc.

Lennox House Pictures, Inc.

Mesquite Productions, Inc.
Minim Productions, Inc.

New Line Productions, Inc.

Unpublished Sideletter

As of [DATE]

[Address block omitted]

Re: Warner Bros. Studio Facilities and UNITE HERE, Local #11

Dear _____:

During the negotiation of the Cook Helper / Cook Helper-Driver Amendment Agreement (“Amendment Agreement”) to the Teamsters, Local #399 (Drivers) Agreement, the parties discussed the fact that Warner Bros. Studio Facilities has a collective bargaining agreement with UNITE HERE, Local #11 which covers culinary work performed at the studio lot and on location by bargaining unit employees whose duties are similar to those performed by Cook Helpers under the Amendment Agreement.

It is expressly understood that nothing in the Amendment Agreement shall result in a conflict of jurisdiction between the existing UNITE HERE Local #11 bargaining unit and the Teamsters Local #399 bargaining unit. In other words, the parties agree that the Amendment Agreement shall not apply whenever Warner Bros. Studio Facilities elects to have work which would otherwise be covered under the Amendment Agreement performed under its agreement with Local #11.

As an example, Warner Bros. Studio Facilities may assign persons under the Local #11 Agreement, rather than under the Amendment Agreement, to work within the scope of the Local #11 Agreement even if such work would otherwise be covered under the Amendment Agreement. In such event, Local #399 agrees not to raise a jurisdictional challenge or seek to require Warner Bros. Studio Facilities to engage in duplicative staffing by assigning Cook Helpers represented by Local #399 in addition to culinary workers represented by UNITE HERE, Local #11.

Sincerely,

[Signature blocks omitted]