

February 4, 2022

**MEMORANDUM OF AGREEMENT OF AUGUST 1, 2021
BETWEEN ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
AND STUDIO TRANSPORTATION DRIVERS, LOCAL #399
(CHEF ASSISTANTS AND CHEF ASSISTANT-DRIVERS)**

This Memorandum of Agreement is entered into as of August 1, 2021 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 "AMPTP"), on behalf of those Producers listed on Exhibit 1 attached hereto (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers"), on the other hand. This Memorandum of Agreement amends the provisions of the Amendment Agreement of March 5, 2020 covering Cook Helper-Drivers and Cook Helpers ("2020 Amendment Agreement"). In this Memorandum of Agreement, Cook Helper-Drivers are referred as "Chef Assistant Drivers" and Cook Helpers are referred to as "Chef Assistants."

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 with conforming changes to be made as applicable. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise. This Memorandum of Agreement shall be subject to ratification by the membership of the Union.

EFFECT OF CHANGES

All of the provisions of the 2020 Amendment Agreement shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in an Amendment Agreement to the 2021 Producer – Studio Transportation Drivers, Local #399 Agreement covering Chef Assistants and Chef Assistant-Drivers (hereinafter "the Agreement").

The provisions herein shall be effective on the first Sunday following notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

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

Add an Amendment Agreement to the 2021 Producer–Studio Transportation Drivers, Local #399 Agreement covering Chef Assistants and Chef Assistant-Drivers as follows:

**“AMENDMENT AGREEMENT BETWEEN PRODUCER AND
STUDIO TRANSPORTATION DRIVERS, LOCAL # 399 OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
(COVERING CHEF ASSISTANTS AND CHEF ASSISTANT-DRIVERS)”**

“This Amendment Agreement is entered into as of [*the first Sunday following receipt of notice of ratification by the AMPTP*] by and between the Alliance of Motion Picture and Television Producers (hereinafter referred to as “the AMPTP”), on behalf of the Producers it represented in the negotiation of the 2021 Producer - Studio Transportation Drivers, Local #399 Agreement (“2021 Local #399 Agreement” or “Black Book”), which are listed in the preamble to said Agreement and all of which constitute a single multi-employer bargaining unit (hereinafter referred to individually as “the Producer” and collectively as “the Producers”), on the one hand, and Studio Transportation Drivers, Local #399 of the International Brotherhood of Teamsters (hereinafter referred to as the “Union”), on the other hand.

“This Amendment Agreement amends the Agreement of August 1, 2021 between the Producers and the Union. Except as expressly specified below, the terms and conditions of the 2021 Local #399 Agreement shall not apply to employees employed under the Amendment Agreement; only the terms expressly set forth herein shall apply.

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

“1. Term

“The Agreement shall be effective on [*the first Sunday following receipt of notice of ratification by the AMPTP*] and shall continue through the end of the term of the 2021 Black Book (July 31, 2024).

“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 Chef Assistant and Chef Assistant-Driver whose services are rendered in connection with the production of live action motion pictures. This Amendment Agreement shall also apply when a Producer hires a Chef Assistant or Chef Assistant-Driver in Los Angeles County and requires that employee to travel from Los Angeles County to a distant location, as that term is defined in the Black Book.

“3. Two Classifications Recognized

“The Producer recognizes the Union as the exclusive collective bargaining representative of employees employed by the Producer in the following classifications:

“(a) Chef Assistant-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 Chef/Driver (Occ. Code 3512); and

“(b) Chef Assistants.

“4. Staffing

“Staffing shall be at the discretion of the Producer; however, a Chef Assistant-Driver covered under this Amendment Agreement shall be assigned to operate any catering vehicle other than the catering vehicle operated by the Chef Driver.

“5. Wages, Minimum Call, Overtime/Premiums

“(a) Wage Rates:

“(i) Chef Assistant-Drivers employed on long-form productions made for television, or productions made for DVD: \$26.50 per hour effective August 1, 2021; \$27.50 per hour effective July 31, 2022; and \$29.00 per hour effective July 30, 2023.

“(ii) Chef Assistant-Drivers employed on one-hour and one-half hour television pilots, and the first season of a one-hour television series or new media productions that are subject to Sideletter No. 5 or Sideletter No. 6 of the Black Book: \$27.84 per hour effective August 1, 2021; \$28.84 per hour effective July 31, 2022; and \$30.34 per hour effective July 30, 2023.

“(iii) Chef Assistant-Drivers employed on productions other than those described in subparagraphs (i) and (ii) above: \$28.50 per hour effective August 1, 2021; \$29.50 per hour effective July 31, 2022; and \$31.00 per hour effective July 30, 2023.

“(iv) Notwithstanding the foregoing:

“Chef Assistant-Drivers employed on a new media production that is subject to an existing agreement between the Producer and the Union as of [*the first Sunday following receipt of notice of ratification by the AMPTP*] which applies the terms and conditions of Sideletter No. 7 of the Black Book shall be paid at the rates set forth in subparagraph (i) above; and

“Chef-Assistant Drivers employed on a new media series that is subject to an existing agreement between the Producer and the Union as of [*the first*

Sunday following receipt of notice of ratification by the AMPTP] which applies the terms and conditions of Sideletter No. 14 of the Black Book shall be paid at the rates set forth in subparagraph (i) above during the pilot and first season, at the rates set forth in subparagraph (ii) above during the second and third seasons and at the rates set forth in subparagraph (iii) above during the fourth and subsequent seasons.

“(v) Chef Assistants: \$23.50 per hour effective August 1, 2021; \$24.50 per hour effective July 31, 2022; and \$26.00 per hour effective July 30, 2023.

“(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”) of the Black Book shall apply at the appropriate contribution rates set forth in those Articles.

“Article 12A (“Motion Picture Industry Individual Account Plan”) shall apply, except that the contribution rate shall be one percent (1%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed to the employee during the period [*the first Sunday following the AMPTP’s receipt of notice of ratification*] to and including July 30, 2022; two percent (2%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed to the employee during the period July 31, 2022 to and including July 29, 2023; and three percent (3%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed to the employee during the period July 30, 2023 to and including July 31, 2024.

“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’)
- “(e) The following provisions apply to employees hired in Los Angeles County who are required by the Producer to travel to a distant location:
 - “(i) the third and fourth paragraphs of Paragraph 33(b) regarding amounts payable when an employee is not required to work on the sixth or seventh day of the workweek;
 - “(ii) Paragraph 35 (‘Traveling Expenses and Accommodations’); and
 - “(iii) the first paragraph of Paragraph 36(a) regarding amounts payable for days on which an employee travels but is not required to work.

“* Any provision of the Black Book not listed above or otherwise addressed in this Amendment Agreement does not apply to Chef Assistant-Drivers or Chef Assistants.

“8. Work Day, Workweek and Change in Workweek

“(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.

“9. Meal Periods

“Chef Assistant-Drivers and Chef Assistants 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. Chef Assistant-Drivers and Chef Assistants shall not incur meal penalties. If a Chef Assistant-Driver or a Chef Assistant 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.

“10. Grievance and Arbitration

“(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 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 Chairperson of the

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.

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 Chairperson 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.

“11. Turnaround/Call-backs

“Chef Assistant-Drivers and Chef Assistants 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 Chef Assistant-Driver so that he or she can receive the rest period required by Department of Transportation regulations, if applicable.

“12. Company Rules/DOT Policies

“Chef Assistant 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.

“13. Vacation and Unworked Holidays - There shall be no vacation or unworked holidays pay.

“14. CSATF Contributions

“Producer shall make contributions to Contract Services Administration Trust Fund (‘CSATF’) pursuant to Article 18 of the Black Book.

“15. 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.

“16. Union Security

“(a) Each and every employee subject to this Amendment Agreement hired by the Producer(s) to perform services in the County of Los Angeles or hired by the Producer(s) in the County of Los Angeles and required to travel from the County of Los Angeles to a distant location (as that term is defined in the Black Book) 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.

“(b) The Producer may employ or continue to employ any such employee who does not become or is not a member of the Union as required under subparagraph (a) above, until: (i) the Union first gives the Producer a written notice that such then-employed employee has not become or is not then a member of the Union as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, as the case may be; and (ii) such employee fails to tender to the Union such required periodic dues or initiation fees, as the case may be, within three (3) days after Producer receives such notice, in which event Producer, upon receipt of written notice by the Union requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of the shift on which such employee is working at the time Producer receives this notice.

“(c) The Union agrees that it shall indemnify and save the Producer harmless from and against all liability or damages awarded or assessed against said Producer by the National Labor Relations Board, or from and against any liability or damages awarded or assessed against said Producer by any court upon appeal from any action taken by the National Labor Relations Board, when such liability or damages are sustained by reason of or arising from, or out of the discharge by Producer of any employee subject to this Agreement for non-membership in the Union, which discharge is based upon the written notification by the Union or Producer that such employee has not become or is not then a member of the Union because of such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or because of such employee's failure or refusal to complete his membership.

“17. No Roster or Preference of Employment

“Paragraph 62 (Seniority) of the Black Book shall not apply (*i.e.*, there shall be no roster placement or preference requirements).

“18. Safety and Harassment Prevention Training

“It is understood that Chef Assistants and Chef Assistant-Drivers must complete safety and harassment prevention training. Satisfactory completion of the ‘A’ safety training course and the harassment prevention training course through CSATF is required in order for an individual to be added to the ‘Non-Roster Training List’ maintained by CSATF. Additional required training must be completed within ninety (90) days of placement on the ‘Non-Roster Training List’ if it is available online or within six (6) months if it is not available online.

“A \$20.00 per hour stipend shall be paid to any individual for attending, during non-working time, required safety or harassment prevention training administered by CSATF.

“19. Payroll Companies

When a Producer requests a Payroll Company to act as the primary employer for a motion picture production covered by this Amendment Agreement, including new media productions covered by Sideletter No. 22 of the Black Book, the Payroll Company shall notify the Union of that fact within one (1) business day after the client requests the Payroll Company to so act as the primary employer for that picture. In the event the Union is engaged in negotiations with said client, the Union shall notify the Payroll Company and the AMPTP of that fact within one (1) business day after receipt of said notice from the Payroll Company. Thereafter, the Payroll Company shall not act as the primary employer under this Amendment Agreement without the consent of the Union. If the Payroll Company does not receive an objection from the Union within said one (1) business day, the Payroll Company may act as the primary employer under this Agreement and may become signatory to this Amendment Agreement on the same basis as the Producers listed in the preamble to the 2021 Local #399 Agreement.

“20. Conflict With Laws

“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.

“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. 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, nor 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 1 ATTACHED HERETO

_____ Date: _____
Carol A. Lombardini, President

FOR STUDIO TRANSPORTATION DRIVERS, LOCAL #399

 _____ Date: 2/10/22
Steve Dayan, Secretary-Treasurer

EXHIBIT 1
2021 LOCAL #399 AUTHORIZATION LIST

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|---|--|
| 20th Century Studios, Inc. 40 North Productions, LLC 1440 Productions LLC | Jax Media, LLC Kapital Productions, LLC |
| ABC Signature, LLC fka Touchstone Television Productions, LLC Alameda Productions, LLC dba Legendary Alameda Productions, LLC Alive and Kicking, Inc. Apple Studios LLC Apple Studios Louisiana LLC Artcraft Productions Inc. | Legendary Features Productions US, LLC Legendary Pictures Productions, LLC Lions Gate Productions, LLC Lunch Box Transportation LLC Makeready, LLC Marvel Film 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. Miramax Film NY, LLC |
| Big Indie Pictures, Inc. Bonanza Productions Inc. Bronson Avenue, LLC Carnival Row Productions, LLC Cast & Crew Production Payroll, LLC CBS Studios Inc. Columbia Pictures Industries, Inc. Consolidated Scenic Services, Inc. CPT Holdings, Inc. | Netflix Productions, LLC Netflix Studios, LLC New Line Productions, Inc. New Regency Productions, Inc. Next Step Productions LLC North Center Productions, Inc. Olive Productions, LLC Omega Cinema Props Inc. Open 4 Business Productions LLC Orchard Road Productions, LLC Over the Pond Productions, Inc. |
| DAE Light Media, LLC Dyminium Productions, LLC EPSG Management Services Eye Productions Inc. Fox Studio Lot, LLC Frank & Bob Films II, LLC FTP Productions, LLC | Pacific 2.1 Entertainment Group, Inc. Paramount Pictures Corporation Paramount Worldwide Productions Inc. Picrow, Inc. Picrow Streaming Inc. Platform One Media Productions, LLC |
| Goodnight Industries Inc. dba Goodnight and Company HBO Entertainment, Inc. HBO Films, Inc. Hop, Skip & Jump Productions, Inc. Horizon Scripted Television Inc. Hydronaut Productions, LLC | Radford Studio Center Inc. Revolution Business Services, LLC Ruff Draft Productions, LLC |

Salty Pictures, Inc.
Screen Gems Productions, Inc.
Sony Pictures Studios, Inc.
South Circle Productions LLC
South Rock Productions LLC
Stage 6 Films, Inc.
Stalwart Productions LLC
Stu Segall Productions, Inc.

Theatrical Resources, LLC
Topanga Productions, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
dba 20th Television

Universal City Studios LLC
Universal Content Productions LLC

Walt Disney Pictures
Warner Bros. Pictures
Warner Bros. Studio Operations
Warner Bros. Television
Warner Specialty Productions Inc.
Warner Specialty Video Productions Inc.
Woodridge Productions, Inc.

York Transportation, Inc.