

February 4, 2022

**MEMORANDUM OF AGREEMENT OF AUGUST 1, 2021
BETWEEN ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
AND STUDIO TRANSPORTATION DRIVERS, LOCAL #399**

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 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 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 2018 Producer – Studio Transportation Drivers, Local #399 Agreement (hereinafter "2018 Agreement") to create the 2021 Producer – Studio Transportation Drivers, Local #399 Agreement (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:

1. Term

The term of the Agreement shall be for three (3) years, commencing on August 1, 2021 and terminating on July 31, 2024.

2. Wages

- a. Except as provided in 2.b. and 2.c. below, increase the minimum contract wage rates in the 2018 Agreement by three percent (3%) retroactive to August 1, 2021; by an additional three percent (3%) effective July 31, 2022; and by an additional three percent (3%) effective July 30, 2023. These increases shall be compounded.
- b. Minimum wage rates for productions covered under Sideletter No. 5 (Special Conditions for One-Hour Episodic Television Series, the Production of Which Commenced Prior to August 1, 2003, and for One-Half Hour and One-Hour Pilots) and Sideletter No. 6 (Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences On or After August 1, 2003 and for One-Half Hour Digital or Videotape Single Camera Dramatic Television Series and Digital or Videotape Non-Dramatic Series of Any Length, the Production of Which Commences on or After October 1, 2006) shall be calculated in accordance with the terms of those Sideletters, *i.e.*, they lag one year behind the regular minimum wage rates.
- c. Minimum wage rates in Sideletter No. 7 (Special Conditions for Movies for Television and Long-Form Television Motion Pictures, Made for DVD Productions and Low Budget Theatrical Productions) shall be calculated at eighty-five percent (85%) of the otherwise applicable theatrical wage rates.
- d. Retroactive wage rate increases shall be paid as soon as practicable.

3. Pension, Health and Individual Account Plan

- a. **13th and/or 14th Checks for Retirees Who Retired On or Before August 1, 2009**

Provide for a 13th and/or 14th check by modifying Article 12(f)(2) of the Agreement to provide as follows:

“(2) 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, 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 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 Pension Plan shall issue the thirteenth and fourteenth checks for November 2021 as soon as practicable following the AMPTP's receipt of notice of ratification of the Basic Crafts' Agreements."

Make conforming changes.

b. **Additional Health Plan Contributions**

- i. Increase the "Basic Rate" in Article 11(b)(1) of the Agreement for Producers which qualify as a "\$15 Million Contributor" by forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective August 1, 2021; by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective July 31, 2022; and by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective July 30, 2023.
- ii. 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 "Premium Rate" in Article 11(b)(2) of the Agreement for Producers which do not qualify as a "\$15 Million Contributor" (other than an Employer as provided in subparagraph iii. below) by one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective August 1, 2021; by an additional one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective July 31, 2022; and by an additional one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective July 30, 2023.
- iii. The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Health Plan that effective August 1, 2021, an Employer (as defined below) which is a "shop" or "facility" shall make contributions to the Plans on behalf of an employee at the same rate as Rate Group 48, which shall remain at least \$2.00 above the Basic Rate in Article 11(b)(1) of the Agreement. The Employer must be signatory to a Basic Crafts Agreement and within the multi-employer bargaining unit represented by the AMPTP in the Basic Crafts negotiations.

When the Plan is able to do so, it shall create a separate rate group for such Employers with a contribution rate equivalent to Rate Group 48. The Directors of the Plan shall establish a definition of "shop" or "facility" for purposes of this provision. Any dispute whether an Employer qualifies as a "shop" or "facility" signatory to a Basic Crafts Agreement and within the multi-employer bargaining unit represented by the AMPTP in the Basic Crafts negotiations shall be resolved by the Directors of the Plan.

iv. Retroactive payments shall be made as soon as practicable.

c. **Increase Benefits for On-Call Employees**

Modify the first paragraph of Article 11(e) (and make conforming changes to Articles 12(d) and 13(c)) of the Agreement to provide as follows:

"() For purposes of this provision, studio, nearby and distant location employment under 'on call' weekly schedules¹ shall be considered as follows:

"(1) Partial week - twelve (12) hours per day (thirteen (13) hours per day effective July 31, 2022; fourteen (14) hours per day effective July 30, 2023);

"(2) Five day week - sixty (60) hours per week (sixty-five (65) hours per week effective July 31, 2022; seventy (70) hours per week effective July 30, 2023);

"(3) Six day week - seventy-two (72) hours per week (seventy-seven (77) hours per week effective July 31, 2022; eighty-two (82) hours per week effective July 30, 2023)-effective July 29, 2018 sixty-seven (67) hours; and

"(4) Seven day week - eighty-four (84) hours per week (eighty-nine (89) hours per week effective July 31, 2022; ninety-four (94) hours per week effective July 30, 2023)-effective July 29, 2018 seventy-five (75) hours.

"For the sixth day not worked on distant location, health contributions for 'on call' employees shall be based on seven (7) hours. For the seventh day not worked on distant location, health contributions for 'on call' employees shall be based on eight (8) hours."

d. **Study and Analysis of the MPIPHP Structure**

The Basic Crafts will have three (3) representatives, designated by the Chairperson of the Basic Crafts, on the committee that the AMPTP and IATSE have established, as part of their negotiations, to conduct a study of the Motion Picture Industry Pension and Health Plans.

4. **DOT Administrators**

a. Delete Sideletter No. 17 from the Local #399 Agreement.

¹ Notwithstanding the increase in the number of hours on which pension, health and IAP contributions are to be submitted for 'on call' employees, it is agreed that for any period in which the wage increase is based upon a cents per-hour formula, salary increases for 'on call' employees for that period shall nevertheless continue to be calculated in accordance with the parties' past practice.

- b. Add “DOT Administrator^{FN}” as a new classification effective *[insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification]* with Occ. Code 3598 in Paragraphs 1(a) and 29(a) and Occ. Code 4698 in the Long-Form Television Minimum Wage Schedule in the Black Book. The rate for the “DOT Administrator” shall be equivalent to the rate for Occ. Code 3512 (or Occ. Code 4626 in the Long-Form Television Minimum Wage Schedule). Add the following footnote to the new “DOT Administrator” classification:

“^{FN} DOT Administrator – Effective *[insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification]*, the following applies when a Producer employs a DOT Administrator:

- “(a) Hiring: Producer shall have the freedom to hire a DOT Administrator from any source. (No roster, referral system or preference shall apply to the DOT Administrator classification (*i.e.*, Paragraph 62 does not apply).) The determination of the skills and abilities needed to perform the role of a DOT Administrator lies solely within the discretion of the Producer.
- “(b) Duties: Employees employed in the DOT Administrator classification shall be responsible for DOT compliance work. Inherent in the employee’s role as DOT Administrator is that he or she notify the Producer of any violations of Producer’s policies, state or federal laws, including the DOT Regulations, by employees in the Producer’s employ. The DOT Administrator may not perform the work of a Driver or Dispatcher.
- “(c) Staffing: There is no mandatory staffing of DOT Administrators. Producer may engage Driver Gang Bosses, Drivers, Transportation Coordinators or Dispatchers to perform the duties of a DOT Administrator.
- “(d) Reporting: DOT Administrators shall report to the Producer’s Transportation Department or the Producer’s designee.
- “(e) Dismissal: In the event that a DOT Administrator is recalled to work by the Transportation Department or the Department’s designee after being dismissed for the day, the minimum call is one (1) hour at the double time rate. This time shall be excluded from the employee’s rest period calculation.
- “(g) IAP Contribution Rate (in lieu of Article 12A): Producer shall contribute to the Individual Account Plan (“IAP”) four percent (4%) of the scale Regular Basic Hourly Rate of pay for all hours worked by or guaranteed such employee for the period *[insert date that is the first Sunday following the AMPTP’s receipt of notice of*

ratification] to and including July 30, 2022; five percent (5%) 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 six percent (6%) 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. (The Producer shall continue to make IAP contributions in accordance with Article 12A for an employee employed by the Producer in the previous 12-month period for whom contributions were made at a higher rate.)

Make conforming changes, including conforming Paragraphs 30 and 59 to also apply to a DOT Administrator.

- c. General wage increases negotiated by the parties shall apply on the same effective dates that apply to the rest of the bargaining unit to individuals who were employed as DOT Administrators by a Producer on or after August 1, 2021 but prior to the first Sunday following the AMPTP's receipt of notice of ratification under an existing agreement with the Union covering DOT Administrators, or under Occ. Code 3512 (or Occ. Code 4626 of the Long-Form Television Minimum Wage Schedule).

5. Cell Phone Allowance

Add a new Paragraph 72.2 to the Agreement to provide as follows:

"72.2 Cell Phone Allowance

"When a Producer requires an employee to use the employee's personal cell phone in order to perform the duties of the job, the Producer shall pay the employee an allowance of three dollars (\$3.00) per day, not to exceed fifteen dollars (\$15.00) per week. This provision is not applicable when the Producer provides a cell phone or other device (e.g., an iPad) to the employee for work-related purposes or when the Producer makes other arrangements with the employee for payment as allowed under applicable law."

6. Meal Allowance

Modify Paragraph 18(k)(1) and (2) of the Agreement as follows:

"(k) (1) The parties hereby confirm the existence of a practice on some productions of paying, on a 'better conditions' basis, a meal allowance. The current amount of the meal allowance is forty dollars (\$40.00) per day, and the parties hereby agree to increase the amount of such meal allowance to fifty dollars (\$50.00) per day effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification]. It is understood that the parties' agreement on this meal allowance

provision is not intended to alter or amend the scope of the practice of paying said meal allowance, and each party expressly acknowledges that there have been and will continue to be exceptions to that practice.

“(2) Notwithstanding the foregoing, the parties agree that the Producer shall pay a meal allowance at the rate of forty dollars (\$40.00) per day (fifty dollars (\$50.00) per day effective [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification]) to ‘off production’ drivers who are tied to production (e.g., set dressing truck drivers) and cook/drivers, provided that the driver works more than twelve (12) hours per day, not counting meal periods.”

7. **Golden Hours/Overtime**

a. *Modify Paragraph 10(a) of the Local 399 Agreement as follows:*

“10. Golden Hour Provisions

“(a) All time worked at a studio zone (or secondary studio zone) location or nearby location or distant location, including a combination of work in the same shift of work between a studio and any of such locations, in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

“Occurring on any day other than a studio holiday or the sixth or seventh day worked in an employee's studio workweek: Two and one-half (2½) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours; and effective [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours.

“Occurring on the sixth day worked in an employee's studio workweek: Three and three-fourths (3¾) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours; and effective [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours.

“Occurring on the seventh day worked in an employee's workweek or holiday: Five (5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours; and effective [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours.”

- b. *Modify Paragraph 39(b) of the Local #399 Agreement as follows:*

39. Golden Hours on Distant Location

“(a) [. . .]

“(b) The rate for Golden Hours for distant location employment shall be as follows:

“(1) For such employment occurring on any day other than a holiday or the seventh day worked in an employee's workweek, two and one-half (2½) times the employee's scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work; and effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours.

“(2) For such employment occurring on a holiday or the seventh day worked in the employee's workweek, five (5) times the employee's scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work; and effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours.”

- c. *Modify Paragraph 5(ii) of Sideletter 7 as follows:*

“5. The special conditions applicable to the productions covered hereunder are:

“(ii) Overtime will be paid at the rate of time and one-half after eight (8) hours worked; double time to be paid after fourteen (14) elapsed hours; and effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification], triple time to be paid after sixteen (16) elapsed hours. Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.”

8. **Rest Periods**

Add a new Paragraph 7.1 to the Agreement to provide:

“7.1 Weekend Rest Period²

“Effective [insert date that is the first Sunday that is 90 days following the AMPTP’s receipt of notice of ratification]:

“(a) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

“An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

“The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

“(1) the fifth day of the workweek is no longer than twelve (12) hours worked; and either

“(2) (i) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

“(ii) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or

“(iii) work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the course of the employee’s work shift.

“(3) Producer may utilize the foregoing exceptions:

“(i) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;

“(ii) no more than once every six (6) weeks on episodic series and mini-series;

“(iii) twice on a theatrical motion picture or on a one-time motion picture 85 minutes or more in length.

² If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

“(b) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

“An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

“(c) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

“An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.

“(d) Measurement of the weekend rest period shall be the same as applies to the daily rest period, except that measurement of the weekend rest period on distant location shall be set-to-set or, if the employee is not employed on a set, worksite-to-worksite.

“(e) The penalty for invasion of the rest period provisions in subparagraphs 7.1.(a)-(c) above shall be payment of additional straight time for the invaded hours only.

“(f) The foregoing rest periods shall not apply to a workweek shift.”

Make conforming changes, including by modifying Paragraphs 10 and 39 of the Black Book and the corresponding provisions of the Basic Crafts Agreements to refer to the daily rest period.

9. **Martin Luther King Jr. Day**

The parties confirm that Martin Luther King Jr. Day was added to the Agreement as a recognized holiday effective January 1, 2022, pursuant to Paragraph 8(b) of the Agreement. The unworked holiday percentage for daily employees shall increase from 3.719% to 4% commencing with the period January 1, 2022 to and including December 31, 2022 and continuing in the period January 1, 2023 to and including December 31, 2023 and in the period January 1, 2024 to and including December 31, 2024.

10. **Project Information Sheet**

Add a new Article 36 to the Agreement to provide as follows:

“ARTICLE 36. Project Information Sheet

“The Producer shall provide written notice to the Basic Crafts Unions’ offices (with a copy to CSATF) with the following information, if known (or may submit the information, if known, in the form of a Project Information Sheet, attached to this Agreement) for each theatrical motion picture, television motion picture, and covered program made for a subscription video-on-demand consumer pay new media platform (“SVOD Program”) on which employees are employed under this Agreement no later than two (2) weeks after opening a production office for such theatrical motion picture, television motion picture, or covered SVOD Program.

“Such notice shall contain at least the following information, if known:

- “1. Project Title;
- “2. Signatory Employer;
- “3. Production Compan(ies), if different from Signatory Producer;
- “4. Project Type (feature, television, or SVOD);
- “5. Number of episodes in the initial order;
- “6. Production office address and phone number;
- “7. Line Producer/UPM/Labor Relations contact(s) with phone number(s) and email address(es); and
- “8. Payroll service, if applicable.

“This provision shall not apply when employees are hired under this Agreement to work outside the United States.

“There shall be no penalty for inadvertent failure to comply with this provision.”

See Project Information Sheet attached as Exhibit A.

11. **Grievance and Arbitration Procedure**

The Union and the AMPTP each agree to appoint one additional hearing officer for purposes of the Step Three hearings provided in Article 7 of the Agreement.

12. **New Media Productions**

- a. *Add a new Sideletter to the Agreement to be effective as of the date that is the first Sunday following the AMPTP's receipt of notice of ratification and provide as follows:*

“Re: New Media Productions

“Dear _____:

“This Sideletter confirms the understanding of Studio Transportation Drivers, Local #399 (hereinafter ‘Local #399’ or ‘the Union’), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers (hereinafter referred to individually as ‘Producer’) that it represented in the negotiations for a successor agreement to the 2018 Producer-Studio Transportation Drivers, Local #399 Agreement (hereinafter the ‘Black Book’ or ‘Agreement’), on the other hand (hereinafter collectively ‘the parties’), concerning the terms and conditions applicable to certain scripted dramatic motion pictures of the type traditionally covered under the Black Book that are made for a subscription video-on-demand consumer pay new media platform (‘SVOD’).

- “1. **Coverage.** This Sideletter applies only to scripted dramatic programs made for a subscription video-on-demand consumer pay new media platform (‘SVOD’) that are 20 minutes or more in length and meet the budget thresholds set forth in Paragraph 3 of this Sideletter. Except as otherwise provided in this Sideletter, the Agreement does not cover programs made for new media.
- “2. **Effective Date.** This Sideletter shall be effective as of *[insert date that is the first Sunday following the AMPTP's receipt of notice by Local #399 that its members have ratified the Black Book resulting from the 2021 negotiations between the parties]*, but will not apply to any SVOD program or series that, as of that date, is subject to an existing agreement between the Producer and one or more of the Basic Crafts Unions.³

³ The Basic Crafts Unions are: the Studio Transportation Drivers, Local #399 of International Brotherhood of Teamsters; Local #40 of International Brotherhood of Electrical Workers; Local #724 of the Laborers' International Union of North America; Local #755 of the Operative Plasterers and Cement Masons International Association of United States and Canada; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #78.

“3. Terms and Conditions.

“a. Pilots. Sideletter No. 5 of the Black Book shall apply to pilots made for SVOD. (This provision shall not apply to the first episode of a series that is produced as a straight-to-series order. In that instance, the provisions of Paragraph 3.b. of this Sideletter shall apply.)

“b. Episodic Series and Mini-Series.

“i. Sideletter No. 6 of the Black Book shall apply to episodic series and mini-series that are:

“(1) 20-35 minutes in length and budgeted at \$1,500,000 or more but less than \$5,000,000 per episode for the first season of the series or per part of the mini-series; or

“(2) 36-65 minutes in length and budgeted at \$1,500,000 or more but less than \$10,000,000 per episode for the first season of the series or per part of the mini-series; or

“(3) 66 minutes or more in length and budgeted at \$2,000,000 or more but less than \$10,000,000 per episode for the first season of the series or per part of the mini-series.

“Once Sideletter No. 6 applies to an episodic series, it shall continue to apply for the duration of the series. It is understood that the special conditions set forth in subparagraphs a. (‘Wages’), b. (‘Vacation’) and c. (‘Holidays Not Worked’) of Sideletter No. 6 shall not apply after the second season of the series.

“ii. A variance in the ‘program length’ category of up to three (3) minutes is permitted without the episode of the series or part of a mini-series becoming subject to the terms and conditions applicable to the next highest program length.

“For example, should episodes of a series typically fall within the ‘program length’ category of 20-35 minutes, any episode that is 38 minutes in length will still be subject to the rates and terms and conditions applicable to a program between 20 and 35 minutes in length.

“Similarly, should episodes of a series typically fall within the ‘program length’ category of 36-65 minutes, any episode that is 68 minutes in length will still be subject to the rates and terms and conditions applicable to a program between 36 and 65 minutes in length.

- “iii. The standard Black Book terms and conditions (*i.e.*, feature terms and conditions) shall apply to episodic series and mini-series that are 20 minutes or more in length and exceed the budget thresholds set forth in subparagraph i. above for the SVOD programs described.

“c. One-Time Programs (Other than Pilots).

- “i. Sideletter No. 6 of the Black Book shall apply to one-time programs that are:

- “(1) 20-35 minutes in length and budgeted at \$1,500,000 or more but less than \$5,000,000;

- “(2) 36-65 minutes in length and budgeted at \$1,500,000 or more but less than \$10,000,000; or

- “(3) 66 minutes or more and budgeted at \$3,000,000 or more but less than \$10,000,000

- “ii. The standard Black Book terms and conditions (*i.e.*, feature terms and conditions) shall apply to one-time programs that are 20 minutes or more in length and exceed the budget thresholds set forth in subparagraph i. above for the SVOD programs described.

- “d. Budget Information. The budget shall be determined by the production costs, including the ‘above’ and ‘below the line’ costs and ‘pre-production’ and ‘post-production’ costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action.

“In the case of an episodic series or mini-series, the budget shall be determined by reference to the pattern budget. If the pattern budget for an episodic series or mini-series is expressed as an aggregate budget for all episodes of the series or for all parts of the mini-series, the budget per episode or per part shall be determined by

dividing the aggregate budget by the number of episodes in the season or the number of parts in the mini-series.

“A designated representative of the Basic Crafts Unions shall have the right to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the budget thresholds set forth in Paragraph 3 above. Producer agrees to cooperate and provide requested relevant additional information about the budget that is reasonably available to it. All information received or reviewed shall be kept confidential, and neither the Basic Crafts Unions nor their representatives nor retained professionals shall disclose any such information, except as necessary to enforce its rights under this Sideletter.

“The Union will give good faith consideration on a case-by-case basis to a Producer’s request to apply Sideletter No. 6 terms and conditions, even if a production exceeds the budget thresholds specified in Paragraph 3 above for coverage under Sideletter No. 6.

“4. Low Budget Productions.

- “a. For productions of the type described in Paragraph 1 which fall below the budget thresholds specified in Paragraph 3, Producer shall notify the Union of its intention to produce such a program at least thirty (30) days prior to commencement of production.
- “b. Either the Union or Producer may, at any time, notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to such programs. The parties agree to commence such negotiations promptly within fifteen (15) days of receipt of such notice for any one-time program ninety (90) minutes or longer or thirty (30) days of receipt of such notice for all other such programs. In the event the parties reach agreement, days worked on those productions shall be counted toward placement on the Industry Experience Roster, if applicable.

“5. Incorporated Gross-Receipts Residuals Obligation to MPIPHP

- “a. The gross receipts-based residual contributions provided for new media productions under the IATSE’s Basic Agreement with the AMPTP apply to productions covered by this Sideletter. It is intended by the parties that the Producer shall be responsible for only a single gross receipts-based residual payment to the Motion Picture Industry Pension and/or Health Plans for the reuse of the SVOD programs on behalf of all unions, including the IATSE and

the Basic Crafts Unions, that negotiated or will negotiate such payments. It is understood that payment of the gross receipts residual obligations required under the IATSE 'Productions Made for New Media' Sideletter to the 2021 or subsequent IATSE Basic Agreement, or under this Sideletter or a corresponding Sideletter in any of the Basic Crafts Agreements, shall satisfy any obligation under this Sideletter to make residual payments for the reuse of SVOD programs covered under this Sideletter and vice versa. For example, at no time shall the Producer be required to pay the Motion Picture Industry Pension and/or Health Plans more than the aggregate amount of 5.4% of 'Producer's gross' as that term is defined in the 2021 IATSE 'Productions Made for New Media' Sideletter, when payment of 5.4% of 'Producer's gross' is required under the 2021 IATSE 'Productions Made for New Media' Sideletter for an SVOD program covered under this Sideletter.

- “b. It is also understood that the tests for triggering Post '60s and Supplemental Markets payments set forth in Articles 15 and 21 of the Agreement, including the understandings set forth in subparagraph (f) of those Articles, and the proration provisions in those Articles, shall also apply to residual payments due under the terms of this Sideletter.

- “6. Other Terms. Except as expressly provided for above, all terms and conditions of the Black Book, including the roster provisions of Paragraph 62, apply to productions covered by this Sideletter.

“If the foregoing comports with your understanding of our agreement, please sign in the space provided below.”

[SIGNATURE BLOCKS OMITTED]

See Exhibit to New Media Sideletter at page 17 herein.

- b. *Replace the last sentence of Article 1 (“Scope of the Agreement”) of the Black Book to read as follows:*

“The parties confirm that this Agreement covers productions made for new media to the extent provided for in Sideletter No. 22 of this Agreement.”

- c. Days worked since August 1, 2021 on scripted dramatic programs made for SVOD that are 20 minutes or more in length shall be counted toward placement on the Industry Experience Roster. Individuals who previously made application for placement on the Roster on the basis of any such days, and who had such days denied, shall reach out to CSATF for reconsideration of the individual’s application.

Exhibit to New Media Sideletter
Summary of Budget Thresholds in New Media Sideletter

<u>Applicable Terms and Conditions</u>	<u>Program Type</u>
Sideletter No. 5	Pilots (other than the first episode of a series that is produced as a straight-to-series order)
Sideletter No. 6	<p><u><i>Episodic Series and Mini-Series (including the first episode of a series that is produced as a straight-to-series order):</i></u></p> <ul style="list-style-type: none"> • 20-35 minutes, budgeted at \$1.5 million to < \$5 million; • 36-65 minutes, budgeted at \$1.5 million to < \$10 million; and • 66 minutes or more, budgeted at \$2 million to < \$10 million. <p><u><i>One-Time Programs (other than pilots):</i></u></p> <ul style="list-style-type: none"> • 20-35 minutes, budgeted at \$1.5 million to < \$5 million; • 36-65 minutes, budgeted at \$1.5 million to < \$10 million; and • 66 minutes or more, budgeted at \$3 million to < \$10 million.
Standard Black Book (i.e., full feature rates, terms and conditions)	<p><u><i>Episodic Series and Mini-Series (including the first episode of a series that is produced as a straight-to-series order):</i></u></p> <ul style="list-style-type: none"> • 20-35 minutes, budgeted at \$5 million or more • 36-65 minutes, budgeted at \$10 million or more; and • 66 minutes or more, budgeted at \$10 million or more. <p><u><i>One-Time Programs (other than pilots):</i></u></p> <ul style="list-style-type: none"> • 20-35 minutes, budgeted at \$5 million or more; • 36-65 minutes, budgeted at \$10 million or more; and • 66 minutes or more, budgeted at \$10 million or more.

13. **Minimum Calls**

Modify Paragraph 5(f) of the Agreement as follows:

“(f) A four (4) hour minimum call shall apply for any day on which an employee, at the request of an individual Producer, reports for safety or harassment prevention training. A weekly ‘on call’ employee who reports for safety or harassment prevention training shall be paid one-tenth of the weekly ‘on call’ rate for each such day.”

14. **Diversity, Equity and Inclusion**

Add a new Article 37 (“Diversity, Equity and Inclusion”) to the Agreement to provide:

“ARTICLE 37. Diversity, Equity and Inclusion

“(a) **Statement of Commitment.** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Producers and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from ‘underrepresented populations’ in order to foster a more inclusive, equitable and diverse workforce in the motion picture industry. Historically, ‘underrepresented populations’ have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented populations may vary per classification.

“In furtherance of this commitment, Producers, in partnership with the Union, seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the motion picture industry.”

“(b) **Diversity, Equity and Inclusion Committee.** The parties agree to form a Diversity, Equity and Inclusion Committee, consisting of an equal number of Union and Producer representatives (hereafter ‘Committee’). The goal of the committee is to track and enhance employment opportunities of individuals who are underrepresented in this industry, including but not limited to women, people of color, people with disabilities and LGBTQIA individuals. The Committee will share information and best practices for increasing diversity in this bargaining unit. It also will develop new initiatives aimed at increasing the employment of underrepresented groups. Those initiatives may include on-the-job training program(s). In addition, the Committee shall create a joint mentorship program(s) to foster connections between mentors and individuals from underrepresented groups or under-served communities with the goal of greatly expanding access to those individuals’ opportunities for employment in the industry. The Committee also shall discuss developing programs designed to support the development and career growth of individuals who are already on the roster or employed in this bargaining unit. The Committee shall meet as soon as practicable after ratification of the Agreement.”

"(c) Self-Identification Data. During the 2021 negotiations, the parties discussed the efforts that have been made by the Producers and the Union to obtain information about the personal characteristics of their employees and membership through voluntary self-identification. The Union and the Producers recognize that obtaining such information is useful in expanding access to employment opportunities for underrepresented groups and for tracking the success of their efforts to diversify the workforce. To that end, the Union agrees to encourage its members to voluntarily self-identify when requested to do so by either the Union or a Producer, including when members are completing new membership paperwork for a Union or start paperwork for a Producer. The Union further agrees to share with the AMPTP or a Producer any diversity statistics that it currently possesses or develops in the future, upon request, no more frequently than twice per year. A Producer which has compiled aggregate diversity statistics covering this bargaining unit agrees to share the information with the Union upon request, no more frequently than twice per year."

"(d) Roster Notice. As soon as the roster has been exhausted and each day thereafter on which the roster is exhausted, the Union shall provide notice by email to the Producers' designated representatives, and the Producer may issue calls to a non-rostered individual for that day or the following work day."

Make conforming changes, including by deleting Sideletter No. 19.

15. **Initial Training Timeline after Roster Placement**

Restore the 90-day timeline to complete the initial training requirements after roster placement from the current six (6) month period when the training is available online.

16. **Sideletter No. 20**

Delete Sideletter No. 20 re: Joint Committee to review the Alcohol and Controlled Substance Testing Program.

17. **Housekeeping - Update Waiver of Paid Sick Leave Laws**

Modify Article 35 of the Agreement as follows:

"ARTICLE 35. 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, the 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 Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section

12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); 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 37.0.1.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended February 10, 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 (Title 8, Chapter 8.205 of the Los Angeles County Code); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); ~~the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698);~~ Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey (Ordinance No. 14-45); 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."

**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON
BEHALF OF THE COMPANIES LISTED ON EXHIBIT 1 ATTACHED HERETO**

Carol A. Lombardini, President

Date: _____

FOR STUDIO TRANSPORTATION DRIVERS, LOCAL #399



Steve Dayan, Secretary-Treasurer

Date: 2/10/22

EXHIBIT 1
2021 LOCAL #399 AUTHORIZATION LIST

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

BASIC CRAFTS-PRODUCER PROJECT INFORMATION SHEET

Please complete the following, if known, for each project employing employees covered by one or more of the Basic Crafts Agreements and working in the United States.

Please send completed form to callboard@ht399.org and contracts@csatf.org.

PROJECT TITLE: _____

SIGNATORY EMPLOYER: _____

PRODUCTION COMPANY (if different than signatory entity): _____

PRODUCTION LOCATIONS: _____

PRODUCTION OFFICE ADDRESS: _____

Tel: _____ Email: _____

PAYROLL COMPANY: _____

LABOR RELATIONS CONTACT: _____

Tel: _____ Email: _____

LINE PRODUCER: _____

Tel: _____ Email: _____

UPM: _____

Tel: _____ Email: _____

PRINCIPAL PHOTOGRAPHY START DATE: _____

TRANSPORTATION COORDINATOR: _____

Tel: _____ Email: _____

TRANSPORTATION CAPTAIN: _____

Tel: _____ Email: _____

LOCATION MANAGER: _____

Tel: _____ Email: _____

CASTING DIRECTOR: _____ ASSOCIATE CASTING: _____

PROJECT TYPE (pick one):

☐ **FEATURE:**

BUDGET: ☐ \$8 Million or Less ☐ More Than \$8 Million

☐ **TELEVISION:**

INTENDED FOR EXHIBITION ON: ☐ Network ☐ Basic Cable ☐ Pay TV ☐ Other: _____

LENGTH OF EPISODE: ☐ ½ hour ☐ 1 hour ☐ Other: _____

TYPE: ☐ Pilot ☐ Series ☐ Long-Form ☐ Other: _____

☐ **SCRIPTED DRAMATIC SVOD:** Platform Name: _____

☐ Pilot:

Length: ☐ 20-35 minutes ☐ 36-65 minutes ☐ 66+ minutes

☐ One-Time Program (Other Than a Pilot):

20-35 minutes	<input type="checkbox"/> less than \$1.5 million	<input type="checkbox"/> \$1.5 million but less than \$5 million	<input type="checkbox"/> \$5 million or more
36-65 minutes	<input type="checkbox"/> less than \$1.5 million	<input type="checkbox"/> \$1.5 million but less than \$10 million	<input type="checkbox"/> \$10 million or more
66+ minutes	<input type="checkbox"/> less than \$3 million	<input type="checkbox"/> \$3 million but less than \$10 million	<input type="checkbox"/> \$10 million or more

☐ Episodic Series/Mini-Series: Total # of Episodes/Parts: _____

20-35 minutes	<input type="checkbox"/> less than \$1.5 million	<input type="checkbox"/> \$1.5 million but less than \$5 million	<input type="checkbox"/> \$5 million or more
36-65 minutes	<input type="checkbox"/> less than \$1.5 million	<input type="checkbox"/> \$1.5 million but less than \$10 million	<input type="checkbox"/> \$10 million or more
66+ minutes	<input type="checkbox"/> less than \$2 million	<input type="checkbox"/> \$2 million but less than \$10 million	<input type="checkbox"/> \$10 million or more