

March 3, 2022

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

This Memorandum of Agreement reflects the complete understanding reached with respect to changes in the 2018 Location Managers Agreement between Studio Transportation Drivers, Local #399 of the International Brotherhood of Teamsters (hereinafter “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “the AMPTP”), on behalf of the Producers listed on Exhibit “A” which have effectively consented, in writing, to be part of the single multi-employer bargaining unit described in said Agreement, on the other hand (hereinafter respectively referred to as the “Producer” and collectively referred to as the “Producers”).

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

All of the provisions of the current collective bargaining agreement between these parties shall remain the same unless otherwise specifically changed as noted herein. The provisions herein shall be effective as of the first Sunday following the AMPTP’s receipt of notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified. The provisions of this Memorandum of Agreement are subject to ratification by the membership of Studio Transportation Drivers, Local #399 (Location Managers).

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

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. Location Managers

- i. Increase the minimum weekly “on call” rate for Location Managers in Paragraph 1 by three percent (3%) effective 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.

- ii. Minimum wage rates for Location Managers employed on productions covered under Sideletter No. 1 (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. 2 (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 August 1, 2012) shall be calculated in accordance with the terms of those Sideletters, i.e., they lag one year behind the regular minimum wage rates.
- iii. Minimum wage rates in Sideletter No. 3 (Special Conditions for Movies for Television and Long-Form Television Motion Pictures, Programs Made for Initial Exhibition on DVD Productions and Low Budget Theatrical Productions) for Location Managers shall be increased as provided in subparagraph i. above.

b. Key Assistant Location Managers

- i. Increase the minimum rate for individual negotiation for Key Assistant Location Managers in Paragraph 1 to \$2,150/week effective August 1, 2021, by three percent (3%) effective July 31, 2022 and by an additional three percent (3%) effective July 30, 2023. These increases shall be compounded.
- ii. Minimum wage rates for Key Assistant Location Managers employed on productions covered under Sideletter Nos. 1 and 2 shall be calculated in accordance with the terms of those Sideletters, i.e., they lag one year behind the regular minimum wage rates.
- iii. Minimum wage rates in Sideletter No. 3 for Key Assistant Location Managers shall be increased to \$1,967/week effective August 1, 2021, and shall be increased by three percent (3%) effective July 31, 2022 and by an additional three percent (3%) effective July 30, 2023. These increases shall be compounded.

c. Assistant Location Managers

Increase the minimum rate for individual negotiation for Assistant Location Managers in Paragraph 1 to \$1,645/week effective August 1, 2021; to \$1,715/week effective July 31, 2022; and to \$1,820/week effective July 30, 2023. The foregoing rates also apply to Assistant Location Managers employed on productions which are subject to Sideletter No. 1, 2 or 3.

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 13(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. As the Pension Plan actuaries have determined that the Pension Plan satisfies these criteria for 2021, the Pension Plan shall issue the thirteenth and fourteenth checks for 2021 as soon as practicable following the AMPTP's receipt of notice of ratification of this Agreement.”

Make conforming changes.

b. **Additional Health Plan Contributions**

- i. Increase the "Basic Rate" in Article 12(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 12(b)(2) of the Agreement for Producers which do not qualify as a "\$15 Million Contributor" 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.

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

Modify the first paragraph of Article 12(e) (and make conforming changes to Articles 13(d) and 14(c)) of the Agreement to provide as follows:

"() For purposes of this provision, which shall be effective ~~July 29, 2018~~ August 1, 2021, studio, nearby and distant location employment under 'on call' weekly schedules 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."

4. **Meal Reimbursement**

Modify Paragraph 37(b) of the Agreement as follows:

"(b) On a shooting day, when the Location Manager is performing duties required by the Producer on location (other than distant) and away from the shooting company, he shall be reimbursed for the actual cost of his second (evening) meal, not to exceed ~~fifteen dollars (\$15.00)~~ twenty dollars (\$20.00). Reimbursement shall be contingent upon submission of a receipt for payment of the meal."

5. Productions Made for New Media

- a. *Replace Sideletter No. 8 to the Agreement with the following, which shall be effective as of the date that is the first Sunday following the AMPTP's receipt of notice of ratification (the terms and conditions of the existing Sideletter No. 8 shall apply prior to that date):*

“Re: New Media Productions

“Dear _____:

“This Sideletter confirms the understanding of Studio Transportation Drivers, Local #399 (Location Managers) of the International Brotherhood of Teamsters (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 Location Managers Agreement (hereinafter the ‘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 Agreement 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 Agreement 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 Local #399.
- “3. Terms and Conditions.
- “a. Pilots. Sideletter No. 1 of the Agreement 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. 2 of the Agreement 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. 2 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. 2 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 Agreement 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. 2 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 Agreement 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 Union 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 Union nor its 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. 2 terms and conditions, even if a production exceeds the budget thresholds specified in Paragraph 3 above for coverage under Sideletter No. 2.

“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 within 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. Other Terms. Except as expressly provided above, all terms and conditions of the Agreement, including the Location Manager roster provisions of Paragraph 25, 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 attached Exhibit to New Media Sideletter at page 17 herein.

Delete the last sentence of Paragraph 25(b)(1), which provides:

“There shall be no preference of employment of any kind or nature on productions made for New Media (as defined in Sideletter No. 8).”

- b. *Add a new last sentence to Article 1 ("Scope of the Agreement") of the Agreement to read as follows:*

"The parties confirm that this Agreement covers productions made for new media to the extent provided in Sideletter No. 8 of this Agreement."

6. Holidays

Modify Paragraph 8 of the Agreement to provide:

"8. HOLIDAYS

"(a) New Year's Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Effective January 1, 2022, Martin Luther King Jr. Day shall also be recognized as a holiday.

"If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday.

"(b) Provisions for Holidays Not Worked

"The total amount of salary paid in the period from January 1, 2021 to and including December 31, 2021 ~~January 1, 2018 to and including December 31, 2018~~, in the period January 1, 2019 to and including December 31, 2019, and in the period January 1, 2020 to and including December 31, 2020, to an employee hired under the 'on call' schedule hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

"The total amount of salary paid in the period from January 1, 2022 to and including December 31, 2022, and in the period January 1, 2023 to and including December 31, 2023, to an employee hired under the 'on call' schedule hereunder for recognized holidays not worked shall be offset against an amount equal to 4% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 4% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

“The foregoing shall be subject to the following provisions:

“(1) ‘Weekly schedule of pay,’ in the case of an employee hired under the ‘on call’ schedule, shall be deemed to mean the pay rate specified in the wage scale, plus overscale payment, if any. A day's holiday pay for such schedule shall be considered as one-fifth (1/5) of such weekly schedule rate of pay, plus overscale payment, if any, for studio workweeks, and one-sixth (1/6) of such rate of pay for distant location workweeks.

“(2) Vacation pay, severance pay and premium pay for holidays actually worked shall be excluded from the applicable percentage computation required under this subparagraph (b) above.

“(3) The applicable percentage computation described under this subparagraph (b) above shall not be applicable to any employee hereunder for any calendar year in which he is paid for nine (9) recognized holidays (ten (10) recognized holidays effective January 1, 2022) not worked.”

Make conforming changes.

7. **Weekly Report of Employees**

Modify Paragraph 2.1 to provide as follows:

"2.1 WEEKLY REPORT OF NEW HIRES EMPLOYEES

"Producer will direct the Location Manager on each production to issue, not less frequently than weekly, a report of the Location Managers, Key Assistant Location Managers and Assistant Location Managers employed by the Producer on the production in the preceding week. ~~provide a report of new hires not less frequently than weekly.~~ Producer satisfies the foregoing obligation if it provides the Union with a daily report of employees, including new hires. Inadvertent failure to comply with this provision shall not be treated as a violation of this provision. Should the Union notify the Producer in writing that it has not submitted the report on a timely basis, the Producer shall have three (3) business days within which to provide the report. ~~Producer shall not be deemed to be in default under this Paragraph until the Union has notified the Producer in writing of a violation hereof, and the Producer has not, within three (3) business days, provided such report."~~

8. **Employment Flexibility**

Modify the third paragraph of the footnote + to Paragraph 1 regarding Key Assistant Location Managers as follows:

“... Once a Location Manager has been hired, a Producer may hire in any of the above job classifications. A Producer is not required to hire a Key Assistant Location Manager before hiring an Assistant Location Manager. A Key Assistant Location Manager who becomes eligible for employment as a Location Manager may nevertheless continue to be employed as a Key Assistant Location Manager. However, once a Key Assistant Location Manager is employed as a Location Manager, he may not be re-employed as a Key Assistant Location Manager or an Assistant Location Manager until at least six (6) months ~~have one (1) year~~ has elapsed from his first day of employment as a Location Manager. Likewise, a Location Manager may accept employment as a Key Assistant or an Assistant, in which case he will not be eligible for employment as a Location Manager for six months ~~one (1) year~~.”

9. **Training Only Minimum**

Add a new subparagraph (e) to Paragraph 5 (“Minimum Guarantees; Workweek”) as follows:

“A four (4) hour minimum call shall apply for any day on which an employee paid on an hourly rate under Sideletter No. 7 does not work and reports for safety or harassment prevention training at the request of an individual Producer. A weekly ‘on call’ employee shall be paid one-tenth (1/10) of the weekly ‘on call’ rate for each such day. The foregoing does not apply to a day that is within the weekly guarantee of a weekly employee or a weekly ‘on call’ employee.”

10. **Diversity, Equity and Inclusion**

Add a new Article 29 (“Diversity, Equity and Inclusion”) to the Agreement to provide:

“ARTICLE 29. **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 shall also 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 Location Managers roster has been exhausted and each day thereafter on which the Location Managers 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. 12.

11. **Housekeeping: Remove requirement to provide CSATF with I-9 information.**
12. **Housekeeping: Updated Waiver of Sick Time Laws**

Modify Article 27 of the Agreement as follows:

“ARTICLE 27. WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS

“The Union expressly waives, to the full extent permitted by law, the application of the following to all employees employed under this Agreement (including those employees whom the Producer elects to hire in Los Angeles County to perform work outside the thirteen (13) Western states, but within the United States, under Sideletter No. 10): 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 & TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE PART OF SAID MULTI-EMPLOYER BARGAINING UNIT

_____ Date: _____
Carol A. Lombardini, President

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

_____ Date: _____
Steve Dayan, Secretary – Treasurer

EXHIBIT "A"
2021 LOCAL #399 LOCATION MANAGERS
AUTHORIZATION LIST

20th Century Studios, Inc.
40 North Productions, LLC
1440 Productions LLC

Abominable Pictures, Inc.
Alameda Productions, LLC dba Legendary
Alameda Productions, LLC
Alive and Kicking, Inc.
Apple Studios LLC
Apple Studios Louisiana LLC
Arcraft Productions Inc.

Big Indie Pictures, Inc.
Bonanza Productions Inc.
Bronson Avenue LLC

Carnival Row Productions, LLC
Cast & Crew Production Payroll
CBS Studios Inc.
Columbia Pictures Industries, Inc.
CPT Holdings, Inc.

DAE Light Media, LLC
Dyminium Productions, LLC

EPSP Management Services
Eye Productions Inc.

HBO Entertainment, Inc.
HBO Films, Inc.
Horizon Scripted Television Inc.
Hydronaut Productions, LLC

I Like Pie, Inc.

Jax Media, LLC

Kapital Productions, LLC

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Lions Gate Productions, LLC

Main Gate Productions LLC
Media Services Processing, LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Milk Street Productions, LLC
Minim Productions, Inc.

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
Open 4 Business Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.
Paramount Pictures Corporation
Picrow, Inc.
Picrow Streaming Inc.

Ruff Draft Productions, LLC

Screen Gems Productions, Inc.
Skydance Pictures, LLC
Sony Pictures Studios, Inc.
South Circle Productions LLC
South Rock Productions LLC
Stu Segall Productions, Inc.
STX Productions, LLC

TVM Productions, Inc.
Twentieth Century Fox Film Corp. d/b/a 20th
Television
Universal City Studios LLC
Universal Content Productions LLC

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

**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. 1	Pilots (other than the first episode of a series that is produced as a straight-to-series order)
Sideletter No. 2	<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 Agreement (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.

**2021-24 Location Manager Wage Rates
Studio Transportation Drivers, Local #399**

Studio Transportation Drivers, Local #399 (Location Managers)	8/2/20- 7/31/21	8/1/21- 7/30/22	7/31/22- 7/29/23	7/30/23- 7/31/24
Studio				
Location Managers	\$ 3,290	\$ 3,389	\$ 3,491	\$ 3,596
Key Assistant Location Managers	\$ 1,976	\$ 2,150	\$ 2,215	\$ 2,281
Assistant Location Managers	\$ 1,355	\$ 1,645	\$ 1,715	\$ 1,820
New One-Hour Episodic TV Series, One-Half Hour Digital or Videotape Single Camera Dramatic TV Series, Digital or Videotape Non-Dramatic Series of Any Length, and All Pilots				
Location Managers	\$ 3,210	\$ 3,290	\$ 3,389	\$ 3,491
Key Assistant Location Managers	\$ 1,928	\$ 1,976	\$ 2,150	\$ 2,215
Assistant Location Managers	\$ 1,322	\$ 1,645	\$ 1,715	\$ 1,820
Long-Form Television Motion Pictures, Programs Made-for-DVD, and Low Budget Theatrical Productions				
Location Managers	\$ 3,018	\$ 3,109	\$ 3,202	\$ 3,298
Key Assistant Location Managers	\$ 1,808	\$ 1,967	\$ 2,026	\$ 2,087
Assistant Location Managers	\$ 1,238	\$ 1,645	\$ 1,715	\$ 1,820