

September 30, 2024

**MEMORANDUM OF AGREEMENT**  
**between**  
**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**  
**on the one hand, and**  
**STUDIO TRANSPORTATION DRIVERS LOCAL UNION NO. 399,**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**and**  
**THEATRICAL, RADIO, TELEVISION, FIELD EQUIPMENT, SOUND TRUCKS,**  
**MOTION PICTURE, FILM, EXHIBITION, AND ORCHESTRA CHAUFFEURS AND**  
**HELPERS, LOCAL NO. 817, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**on the other hand (Casting Directors)**

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This Memorandum of Agreement is entered into between Studio Transportation Drivers, Local Union No. 399, International Brotherhood of Teamsters, and Theatrical, Radio, Television, Field Equipment, Sound Trucks, Motion Picture, Film, Exhibition, and Orchestra Chauffeurs and Helpers, Local 817, International Brotherhood of Teamsters, on the one hand (hereinafter “the Union” or “the Unions”), and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”), on behalf of the companies listed on Exhibit “A” attached hereto (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers"), all of which constitute a single multi-employer bargaining unit, 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.

**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 2021 Casting Directors Agreement (hereinafter “2021 Agreement”) to create the 2024 Casting Directors Agreement (hereinafter “the Agreement”).

The provisions herein shall be effective as of October 1, 2024 or the first Sunday following the business day that the AMPTP receives notice of ratification to the AMPTP, whichever is later, 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 OF AGREEMENT**

*Modify Article 3 ("Term of Agreement") to provide as follows:*

"The Agreement shall commence on October 1, 2021~~2024~~ and shall terminate on September 30, 2024~~2027~~. Except when a provision specifies a different effective date (in which case such provision shall be effective as of the date so specified), the provisions of this Agreement shall be effective as of ~~May 29, 2022~~ [insert date that is October 1, 2024 or the first Sunday following the business day that the AMPTP receives notice of ratification, whichever is later]~~(which is the Sunday following the notice of ratification to the AMPTP).~~

2. **SCOPE OF AGREEMENT**

*Amend Article 1 ("Scope of Agreement") to provide as follows:*

"This Agreement shall be applicable to all Freelance Casting Directors, ~~and~~ Freelance Associate Casting Directors, and Freelance Casting Assistants employed by the Employer and who are working in the City of New York, New York or in the County of Los Angeles, California, or who are hired in the City of New York, New York or in the County of Los Angeles, California to perform services outside those locations, but within the United States, in the production of live action theatrical motion pictures, live action prime time television motion pictures or live action, scripted dramatic programs that are 20 minutes or more in length, made for a subscription video-on-demand consumer pay new media ("SVOD") platform and budgeted at: (a) \$1,500,000 or more in the case of an SVOD program (including a pilot) that is fewer than 66 minutes in length (the \$1,500,000 threshold applies per episode or per part for an episodic series or mini-series); (b) \$2,000,000 or more per episode or per part in the case of an SVOD program that is 66 minutes or more in length and part of an episodic series or mini-series; or (c) \$3,000,000 or more in the case of a one-time SVOD program (including a pilot) that is 66 minutes or more in length (each of (a) through (c) is hereafter referred to as an "SVOD Program" and collectively as "SVOD Programs").<sup>†</sup>

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

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<sup>†</sup> "It is understood that any existing agreement (*i.e.*, an agreement entered into prior to May 29, 2022) between the Unions and an Employer for casting services on an SVOD Program shall continue for the duration of the program. In the case of a series, the existing agreement shall continue for the duration of the current season, and this Agreement shall apply to subsequent seasons of that series.

“This Agreement is not applicable to Freelance Casting Directors, ~~or~~ Freelance Associate Casting Directors or Freelance Casting Assistants engaged in hiring background actors, nor does it apply to Casting Directors, ~~and~~ Associate Casting Directors or Casting Assistants engaged on other than a freelance basis. The foregoing with respect to Freelance Casting Directors and Freelance Associate Casting Directors is in accordance with the "Certification of Representative" signed on July 11, 2005 in National Labor Relations Board Case #31-RC-8497 with the addition of SVOD Programs described in the first paragraph of this Article 1. Freelance Casting Assistants were added to this Agreement in accordance with the ‘Certification of Representative’ signed on August 20, 2024 in National Labor Relations Board Case No. 31-RC-345048.”

3. **RECOGNITION**

*Modify Article 2 (“Recognition”) to provide as follows:*

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

4. **MINIMUM WAGE RATES**

*Modify Article 7 (“Minimum Wage Rates”) to provide as follows:*

“(a) Casting Directors

“(i) Casting Directors shall be engaged on an ‘on call’ basis.

“(ii) Except as otherwise provided in subparagraph (iii) below, Salaries for all Casting Directors and for Associate Casting Directors employed on theatrical motion pictures (or on SVOD Programs to which theatrical terms and conditions apply as provided in Article 19) will be subject to individual negotiation. Casting Directors shall be engaged on an “on call” basis. Associate Casting Directors employed on theatrical motion pictures (or on SVOD Programs to which theatrical terms and conditions apply as provided in Article 19) may be employed on an "on call" basis or on an hourly basis.

“(iii) Except as otherwise provided in subparagraph (v) below:

“(A) (1) Casting Directors employed on a pilot, the first episode of a series for which there is no pilot or the first part of a mini-series, other than children’s programming (as defined in subparagraph (2) below), under a contract entered into on or after [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives

notice of ratification, whichever is later] shall be compensated at no less than \$7,000.00 per week (\$7,280.00 per week effective September 28, 2025; and \$7,535.00 per week effective October 4, 2026).

“(2) Casting Directors employed on children’s programming consisting of a pilot, the first episode of a series for which there is no pilot or the first part of a mini-series under a contract entered into on or after [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] shall be compensated at no less than \$5,850.00 per week (\$6,084.00 per week effective September 28, 2025; and \$6,297.00 per week effective October 4, 2026).

“For purposes of this Article 7, ‘children’s programming’ is defined as any program created for an audience primarily consisting of viewers under the age of sixteen (16) and of the type traditionally produced for Disney Channel and Nickelodeon.

“(B) Casting Directors employed on an episode of a series (other than the first episode of a series for which there is no pilot); or on any subsequent part of a mini-series (other than the first part of a mini-series), including children’s programming, under a contract entered into on or after [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] shall be compensated at no less than \$4,500.00 per week (\$4,680.00 per week effective September 28, 2025; and \$4,844.00 per week effective October 4, 2026.

“(iv) If casting is performed by a team of two or more Casting Directors employed on a motion picture to which subparagraph (iii) above applies, the team as a unit shall receive in the aggregate not less than the applicable minimum compensation set forth in subparagraph (iii) above. If one or more members of the team, by mutual agreement with the Employer, ceases working on the project while the project is ongoing, then the remaining member(s) of the team, as a unit, shall be paid no less than the applicable minimum compensation.

“(v) Terms and conditions for Casting Directors employed on a multi-camera pilot or series shall continue to be governed by Article 11 (“Individual Negotiation”) and Sideletter No. 3 (“Casting Directors on Multi-Camera Series”), as applicable.

“(vi) The negotiated rate(s) shall be confirmed in a writing to be furnished by the Employer to the Casting Director prior to the start of services.

“(b) Associate Casting Directors

~~“Associate Casting Directors employed on television motion pictures or SVOD Programs (other than SVOD Programs to which theatrical terms and conditions apply as provided in Article 19) shall be employed on an “on call” basis and shall be compensated at no less than \$2,210.00 per week effective [insert date that is October 13, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; (\$2,298.00 per week effective September 28, 2025; and \$2,378.00 per week effective October 4, 2026) at no less than the minimum wage rate of \$19.00 per hour (\$23.50 per hour effective October 3, 2021; \$24.50 per hour effective October 2, 2022; and \$26.00 per hour effective October 1, 2023.~~

~~“Overtime for Associate Casting Directors employed on television motion pictures or SVOD Programs (other than SVOD Programs to which theatrical terms and conditions apply as provided in Article 19)<sup>6</sup> shall be payable at the rate of one and one-half times the employee’s regular basic hourly rate for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. In addition, the Employer shall pay Associate Casting Directors employed on television motion pictures or SVOD Programs (other than SVOD Programs to which theatrical terms and conditions apply as provided in Article 19)<sup>7</sup> one and one-half times the employee’s regular basic hourly rate for time worked on the Associate Casting Director’s sixth day of work within the employee’s workweek and double the employee’s regular basic hourly rate for time worked on the Associate Casting Director’s seventh day of work within the employee’s workweek. However, daily and weekly overtime shall not be compounded.~~

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

“(c) Casting Assistants

“Casting Assistants shall be compensated at no less than the minimum wage rate of \$21.00 per hour effective September 29, 2024 (\$21.84 per hour effective September 28, 2025; and \$22.60 per hour effective October 4, 2026).

“(d) Should a Casting Director commence services on a new mini-series or new series which is in its first or second season of a one-half hour single-camera series or a one-hour series on or after October 4, 2026, the applicable minimum weekly rate shall be reduced by three percent (3%). The foregoing shall not apply to Casting Directors employed under a contract entered into prior to [insert date that is October

1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]. In addition, the foregoing shall not apply to Casting Directors employed under subparagraph (a)(iii)(A) above.

“(e) The weekly ‘on call’ rate of a Casting Director or Associate Casting Director shall be prorated at the rate of one-fifth (1/5<sup>th</sup>) of said amount for each day that the Casting Director or Associate Casting Director is employed for less than a full workweek.

“(f) Overtime for employees employed on an hourly basis Associate Casting Directors employed on television motion pictures or SVOD Programs (other than SVOD Programs to which theatrical terms and conditions apply as provided in Article 19)<sup>6</sup> shall be payable at the rate of one and one-half times the employee’s regular basic hourly rate for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week, two times the employee’s regular basic hourly rate for hours worked in excess of twelve (12) work hours per day and three times the employee’s regular basic hourly rate for hours worked in excess of fifteen (15) elapsed hours per day. In addition, the Employer shall pay employees employed on an hourly basis Associate Casting Directors employed on television motion pictures or SVOD Programs (other than SVOD Programs to which theatrical terms and conditions apply as provided in Article 19)<sup>7</sup> one and one-half times the employee's regular basic hourly rate for time worked on the employee’s Associate Casting Director’s sixth day of work within the employee’s workweek and double the employee’s regular basic hourly rate for time worked on the Associate Casting Director’s employee’s seventh day of work within the employee’s workweek. However, daily and weekly overtime shall not be compounded.

“(g) An employee employed on an hourly basis shall be paid a minimum of four (4) hours for any day on which the employee does not work and reports for safety, harassment prevention or other legally required training at the request of an individual Employer. A weekly ‘on call’ employee shall be paid one-tenth (1/10) of the weekly ‘on call’ rate for each such day. Should the training exceed four (4) hours, an employee employed on an hourly basis shall be paid for eight (8) hours and a weekly ‘on call’ employee shall be paid one-fifth (1/5) of the weekly ‘on call’ rate. The foregoing does not apply to a day that is within the weekly guarantee of a weekly ‘on call’ employee.

~~“(b) An Associate Casting Director employed on an hourly basis shall be paid a minimum of four (4) hours for any day on which the employee does not work and reports for safety, harassment prevention or other legally required training at the request of an individual Employer. A weekly “on call” employee shall be paid one-tenth (1/10) of the weekly “on call” rate for each such day. Should the training exceed four (4) hours, an Associate Casting Director employed on an hourly basis shall be paid for eight (8) hours and a weekly "on call" employee shall be paid one-~~

fifth (1/5) of the weekly “on call” rate. The foregoing does not apply to a day that is within the weekly guarantee of a weekly “on call” employee.

“(h) Casting Directors, and Associate Casting Directors and Casting Assistants shall be paid for all work performed at the direction of the Employer.”

*Make conforming changes, including modifying Article 17 (“‘Professional,’ ‘Executive and/or ‘Administrative’ Capacity”)) to provide in its entirety: “The Unions and the Employer agree that Casting Directors and Associate Casting Directors employed on an ‘on call’ basis are employed in a ‘professional,’ ‘executive’ and/or ‘administrative’ capacity within the meaning of applicable state and federal wage and hour laws.”*

## 5. INDIVIDUAL NEGOTIATIONS

*Modify Article 11 (“Individual Negotiations”) to provide as follows:*

“(a) ~~Nothing herein shall prevent any individual covered by this Agreement from negotiating directly with an Employer and entering into an individual agreement with respect to terms and conditions of employment. Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. Provided also, that the Employer, 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.

“(b) ~~The Employer and Casting Director shall agree upon a weekly rate to be paid for the Casting Director's services to be rendered on a pilot, episodic series or miniseries (other than a multi-camera series)<sup>8</sup> under a contract entered into on or after July 1, 2022. It is understood that the Casting Director and Employer may negotiate a weekly rate for a pilot episode (or the first episode of a straight to series order) that differs from the weekly rate payable for other episodes of the series. When the Casting Director is employed for fewer than five days in a workweek, the Casting Director shall be paid one fifth of the weekly rate for each day worked at the request of the Employer. The negotiated rate(s) shall be confirmed in a writing to be furnished by the Employer to the Casting Director prior to the start of services.~~

“(b) Casting Directors shall be guaranteed ten (10) weeks of employment for work on a pilot, first episode of a series, or first part of a mini-series (other than multi-camera pilots or series). This ten (10) week guarantee shall only apply to a Casting Director hired under this Agreement who is the primary Casting Director on the production.

It is understood that a Casting Director shall be free to make any agreement with an Employer for services of the Casting Director in connection with a multi-camera pilot or series, provided that Casting Directors who negotiate an episodic fee are subject to Sideletter No. 3 (“Casting Directors on Multi-Camera Series”).

“(c) There is no guarantee of continuous employment ~~or nor~~, except as provided in subparagraph (b) above, length of employment for the Casting Director, unless individually negotiated otherwise. During any week in which ~~the a~~ Casting Director’s or an Associate Casting Director’s services are not requested by the Employer (which may occur, for example, during a hiatus or if an order is reduced), no compensation is due ~~to the Casting Director~~.

“(e)(d) It is understood that a Casting Director shall be free to make any agreement with an Employer for other services by the Casting Director in connection with a pilot, episodic series or miniseries (including a multi-camera series), such as the casting of additional series regular(s), replacing series regular(s) or specialized searches (to the extent such services are outside the scope of the Casting Director's existing personal services agreement, if any). For clarity, the foregoing sentence applies both to a Casting Director who is already otherwise engaged for the pilot, episodic series or miniseries, as well as a Casting Director who is not already otherwise engaged for the pilot, episodic series or miniseries.”

## 6. PENSION AND HEALTH CONTRIBUTIONS

*Amend Article 4 (“Pension and Health Contributions”) to provide as follows:*

“(a) (i) An Employer which qualifies as a “\$15 Million Contributor” (see below) shall pay the following hourly contribution rates to the Motion Picture Industry Pension and Health Plans for the period ~~October 1, 2021\_~~ September 29, 2024 through September 30, ~~2024~~2027 on behalf of Casting Directors, ~~and Associate Casting Directors, and Casting Assistants~~ covered by this Agreement:

“Active Employees Fund

Medical (Basic Rate).<sup>[current footnote 2 omitted]</sup>

\$4.5137.103 per hour effective ~~October 1, 2021\_~~  
September 29, 2024;



~~\$4.9137.553~~ per hour effective ~~October 3, 2021,~~  
September 28, 2025;  
~~\$5.3138.003~~ per hour effective ~~October 4 2, 2021~~2026;  
~~\$5.713~~ per hour effective ~~October 1, 2023;~~  
Dental: \$0.187 per hour  
Vision: \$0.05 per hour

“Retired Employees Fund  
Medical: \$0.30 per hour  
Dental: \$0.051 per hour  
Vision: \$0.02 per hour

“Pension Plan \$1.8065 per hour

“It is understood that any related or affiliated entity of an Employer that qualifies as a "\$15 Million Contributor" that exists now or may exist in the future, and any entity currently or hereafter recognized by the Motion Picture Industry Pension and Health Plans as a "\$15 Million Contributor," is also considered a "\$15 Million Contributor."

“(ii) (A) For the period September 29, 2024 through September 27, 2025,  
~~An~~ Employer other than a "\$15 Million Contributor " shall pay the following hourly contribution rates to the Motion Picture Industry Pension and Health Plans ~~for the period October 1, 2021 through September 30, 2024~~ on behalf of Casting Directors, and Associate Casting Directors and Casting Assistants covered by this Agreement:

“Active Employees Fund  
Medical (Premium Rate)<sup>[current footnotes 3 and 4 omitted]</sup>.  
~~\$6.36311.053~~ per hour effective ~~October 1~~  
~~September 29, 2021~~4;  
~~\$7.563~~ per hour effective ~~October 3, 2021;~~  
~~\$8.763~~ per hour effective ~~October 2, 2022;~~  
~~\$9.963~~ per hour effective ~~October 1, 2023;~~  
Dental: \$0.187 per hour  
Vision: \$0.05 per hour

“Retired Employees Fund  
Medical: \$0.3086 per hour  
Dental: \$0.051 per hour  
Vision: \$0.02 per hour

“Pension Plan \$1.8065 per hour

“(B) For the period September 28, 2025 through September 30, 2027, an Employer other than a "\$15 Million Contributor" shall make contributions to the Motion Picture Industry Pension and Health Plans on behalf of Casting Directors, Associate Casting Directors and Casting Assistants at rates based on the determination of the actuaries and consultants to be the actual hourly cost per participant of benefits and approved by the Directors of the Motion Picture Industry Pension and Health Plans.\* These rates shall be reviewed and subject to change not more frequently than once per year. The Plans shall give Employers not less than ninety (90) days’ advance notice of a change in such rates.

“(iii) Contributions on behalf of employees engaged on an "on-call" basis shall be based upon ~~sixty (60) hours per week (sixty five (65) hours per week effective October 2, 2022 and~~ seventy (70) hours per week ~~effective October 1, 2023)~~, except that for "on call" employees employed for less than a full workweek (*i.e.*, fewer than five (5) days), contributions shall be based upon ~~twelve (12) hours per day (thirteen (13) hours per day effective October 2, 2022 and~~ fourteen (14) hours per day ~~effective October 1, 2023)~~. Contributions on behalf of employees engaged on an hourly basis shall be made for each hour worked or guaranteed.

“(b) Commencing with the quarter ending September 30, ~~2021~~2024 and at the end of every subsequent calendar quarter during the term of this Agreement, the consultants for the Health and Pension Plans shall project the level of reserves in the Active Employees Fund for the term of the Agreement.

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

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\* The hourly cost per participant of benefits under the Motion Picture Industry Pension and Health Plans is:

	<u>As of September 29, 2024</u>
<u>Active Employees Health Plan</u>	<u>\$10.345</u>
<u>Pension Plan</u>	<u>5.209</u>
<u>Retired Employees Health Plan</u>	<u>1.960</u>

for a total of \$17.514 per hour as of September 29, 2024.

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

7. **INDIVIDUAL ACCOUNT PLAN**

*Modify Article 5 (“Individual Account Plan”) to provide as follows:*

“(a) Effective for Casting Directors and Associate Casting Directors whose minimum wage rate is subject to individual negotiation (i.e., Casting Directors employed on a theatrical motion picture (or on an SVOD Program to which theatrical terms and conditions apply as provided in Article 19); Casting Directors employed on a television motion picture or on an SVOD Program (other than an SVOD Program to which theatrical terms and conditions apply as provided in Article 19) under a contract entered into prior to [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; Casting Directors employed on a multi-camera pilot or series; Casting Directors employed for other services as provided in Article 11(d); Casting Directors employed on a one-time television motion picture or a one-time SVOD Program; and Associate Casting Directors employed on a theatrical motion picture (or on an SVOD Program to which theatrical terms and conditions apply as provided in Article 19) prior to [insert date that is October 13, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], ~~Effective October 1, 2021,~~ the Employer shall contribute to the Individual Account Plan:

“On behalf of each such Casting Director employed by the Employer under this Agreement, six percent (6%) for each full workweek of employment; and

“On behalf of each such Associate Casting Director employed by the Employer under this Agreement on a theatrical motion picture (or an SVOD Program to which theatrical terms and conditions apply as provided in Article 19) prior to [insert date that is October 13, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six percent (6%) for each full workweek of employment.

“The ‘weekly base rate,’ for purposes of calculating the percentage contribution to the Individual Account Plan (irrespective of whether the

Casting Director or Associate Casting Director is paid more or less than this amount) shall be as follows:

	<u>9/29/24- 9/30/27</u> <del>10/01/21-9/30/24</del>
For <u>such</u> Casting Directors employed on a theatrical motion picture (or on an SVOD Program to which theatrical terms and conditions apply as provided in Article 19):	<u>\$4,725 effective September 29, 2024;</u> <u>\$4,914 effective September 28, 2025;</u> <u>\$5,086 effective October 4, 2026</u> <del>\$3,080 (\$3,500 effective October 2, 2022)</del>
For <u>such</u> Casting Directors employed on a television motion picture or on an SVOD Program (other than an SVOD Program to which theatrical terms and conditions apply as provided in Article 19):	<u>\$3,750 effective September 29, 2024;</u> <u>\$3,900 effective September 28, 2025;</u> <u>\$4,050 effective October 4, 2026</u> <del>\$2,550/week (\$2,800 effective October 2, 2022)</del>
For <u>such</u> Associate Casting Directors employed on a theatrical motion picture (or on an SVOD Program to which theatrical terms and conditions apply as provided in Article 19):	<u>\$1,000/week</u> <del>(\$1,500 effective October 2, 2022)</del>

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

“(b) ~~During the period May 29, 2022 to and including September 30, 2024,~~ Employer shall contribute to the Individual Account Plan six percent (6%) of the scale regular basic hourly rate of pay for all hours worked by or ~~guaranteed an Associate Casting Director employed on a television motion picture or on an SVOD Program (other than an SVOD Program to which theatrical terms and conditions apply as provided in Article 19).~~

“(i) During the period September 29, 2024 to and including September 30, 2027, Employer shall contribute to the Individual Account Plan, on behalf of each Casting Director not covered in subparagraph (a) above, six percent (6%) of the scale ‘on call’ rate provided in this Agreement. During the period October 13, 2024 to and including September 30, 2027, Employer shall contribute to the Individual Account Plan, on behalf of each Associate Casting Director, six percent (6%) of the scale ‘on call’ rate provided in this Agreement.

The scale ‘on call’ rate shall be prorated at the rate of one-fifth of said amount for each day worked when the Casting Director or Associate Casting Director is employed on an ‘on call’ basis for less than a full workweek.

“(ii) During the period September 29, 2024 to and including October 12, 2024, Employer shall contribute to the Individual Account Plan, on behalf of each Associate Casting Director employed on an hourly basis on a television motion picture or on an SVOD Program (other than an SVOD Program to which theatrical terms and conditions apply as provided in Article 19), six percent (6%) of the scale regular basic hourly rate of pay for all hours worked by or guaranteed the Associate Casting Director.

~~During the period October 1, 2021 to and including May 28, 2022<sup>2</sup> Article 5 (“Individual Account Plan”) of the 2018 Casting Directors Agreement shall apply to Associate Casting Directors employed on a television motion picture.~~

“(c) Effective September 29, 2024, Employer shall contribute to the Individual Account Plan, on behalf of each Casting Assistant employed under this Agreement, one percent (1%) of the scale regular basic hourly rate for all hours worked by or guaranteed the Casting Assistant. Effective September 28, 2025, the contribution percentage shall be increased to two percent (2%). Effective October 4, 2026, the contribution percentage shall be increased to three percent (3%).”

## 8. **HOLIDAYS**

*Modify Article 9 (“Holidays”) to provide as follows:*

“Weekly employees shall not have their weekly rate of pay reduced in the event they do not work on a recognized holiday that falls during a workweek. Hourly employees shall be paid a regular day’s pay in the event that the hourly employee does not work on a recognized holiday that falls during a workweek, provided that the employee worked the scheduled workday before and the scheduled workday after the holiday. (No holiday pay shall be payable if the last scheduled workday before the holiday precedes (or the next scheduled workday after the holiday follows) a hiatus of one (1) week or more.) Holidays falling on a Saturday will be recognized on Friday (the day before), and holidays falling on a Sunday will be recognized on Monday (the day after).

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<sup>2</sup> See footnote 1.

“The recognized holidays for Casting Directors, ~~and~~ Associate Casting Directors and Casting Assistants working on productions based in Los Angeles shall be New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas. ~~Effective January 1, 2022, Martin Luther King Jr. Day shall also be recognized as a holiday.~~ Effective January 1, 2025, Juneteenth shall also be recognized as a holiday.”

“The recognized holidays for Casting Directors, ~~and~~ Associate Casting Directors, and Casting Assistants working on productions based in New York shall be New Year’s Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving and Christmas. ~~Effective January 1, 2022, Martin Luther King Jr. Day shall also be recognized as a holiday.~~ Effective January 1, 2025, Juneteenth shall also be recognized as a holiday, and Veteran’s Day shall be recognized as a holiday instead of Columbus Day.”

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

## **9. OFFICE SPACE, EQUIPMENT AND PAYROLL SERVICE FEES**

*Amend Article 10 (“Office Space, Equipment and Payroll Service Fees”) to provide as follows:*

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

“When Employer requires an Associate Casting Director or Casting Assistant to supply equipment for use in the employee’s employment with Employer, the Employer shall provide reasonable reimbursement for the equipment.”

“When Employer requests that an Associate Casting Director or Casting Assistant use a personal vehicle to conduct business for Employer, the Employer shall reimburse the employee for mileage driven in the personal vehicle in the course of employment at the

then-applicable IRS rate. It is understood that such mileage reimbursement will not be granted for commuting purposes.”

10. **LABOR-MANAGEMENT COMMITTEE**

*Modify Article 13 (“Establishment of Labor-Management Committee”) to provide as follows.*

“A labor-management committee shall be established to resolve issues which may arise during the term of the Agreement, including issues related to diversity and the inclusion of under-represented groups within the bargaining unit. Meetings of the labor-management committee will be attended by Employer representatives with knowledge of the employment practices with respect to, and requirements of, Casting Directors, ~~and~~ Associate Casting Directors and Casting Assistants and who are capable of effecting modifications to an Employer’s practices when necessary. The committee will meet twice per year or on call of either the Unions or Employers. The committee will set dates for each of its semi-annual meetings no later than January 15th of the year in which the meetings will be conducted. The committee will identify the agenda in advance of each meeting.”

11. **SICK LEAVE**

*Modify Article 23 (“California Sick Leave”) to provide as follows:*

“23. **CALIFORNIA SICK LEAVE**

“(a) The following is applicable only to employees employed under this Agreement in the City of New York, New York or hired in the City of New York, New York to work in the State of New York:

“(i) Commencing January 1, 2025, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of fifty-six (56) hours of sick leave at the beginning of each calendar year (or upon the employee’s commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee’s sick leave based on the number of hours actually worked by an employee during the calendar year if it elects to provide a bank of sick leave. For purposes of this Article 23(a), a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

- “(ii) Sick leave may be used in minimum increments of four (4) hours upon the oral or written request of an employee, for the following purposes:
- “(A) For a mental or physical illness, injury or health condition of the employee or the employee's family member,<sup>10</sup> regardless of whether the illness, injury or health condition has been diagnosed or requires medical care at the time that the employee requests leave;
- “(B) For the diagnosis, care or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member; or
- “(C) For an absence from work due to any of the following reasons when the employee or employee’s family member has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking:
- “(1) to obtain services from a domestic violence shelter, rape crisis center or other services program;
- “(2) to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or employee’s family members;
- “(3) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
- “(4) to file a complaint or domestic incident report with law enforcement;
- “(5) to meet with a district attorney’s office;
- “(6) to enroll children in a new school; or

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<sup>10</sup> “Family member” shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, and the child or parent of an employee's spouse or domestic partner. “Parent” shall mean a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood *in loco parentis* when the employee was a minor child. “Child” shall mean a biological, adopted or foster child, a legal ward, or a child of an employee standing *in loco parentis*.



“(7) to take any other actions necessary to ensure the health or safety of the employee or the employee’s family member or to protect those who associate or work with the employee.

“The reasons outlined above in subparagraphs (1) through (7) must be related to the domestic violence, family offense, sexual offense, stalking or human trafficking. Provided further, that a person who has committed the domestic violence, family offense, sexual offense, stalking or human trafficking shall not be eligible for leave under this Article 23(a) for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

“(iii) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. An Employer may request documentation from an employee confirming the employee’s eligibility to take sick leave when the employee uses leave for three or more consecutive and previously scheduled workdays. An Employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

“(A) An attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed and a date that the employee may return to work, or

“(B) An attestation from an employee of the employee’s eligibility for leave.

“An Employer may not require the disclosure of confidential information relating to a mental or physical illness, injury or health condition of the employee or the employee’s family member or information relating to absence from work due to domestic violence, a sexual offense, stalking or human trafficking, as a condition of providing sick leave.

“(iv) For employees employed on an hourly basis, a day of sick leave pay shall be equal to eight (8) hours’ pay at the employee’s straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee’s straight time hourly rate. For employees employed on a weekly ‘on call’ or per episode basis, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee’s then-current weekly ‘on call’ rate

(or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly 'on call' employees may be hired either on a daily basis or on a *pro rata* basis of the weekly 'on call' rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

- “(v) An employee's unused sick leave shall be carried over to the following calendar year; provided, however, that an Employer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 23(a) shall be construed to require an employer to pay an employee for unused sick leave upon the employee's termination, resignation, retirement or other separation from employment. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 23(a).
- “(vi) No Employer shall discharge, threaten, penalize or in any other manner discriminate or retaliate against any employee because the employee has exercised the employee's rights under this Article 23(a), including, but not limited to, requesting sick leave and using sick leave.
- “(vii) Upon return to work following any sick leave taken pursuant to this Article 23(a), an employee shall be restored by the Employer to the position of employment held by the employee prior to any sick leave taken pursuant to this section with the same pay and other terms and conditions of employment, provided that the position continues to exist.
- “(viii) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 23(a). Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.

- “(ix) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 23(a). Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.
- “(x) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein.
- “(b) The following is applicable to all other employees working for the Employer under this Agreement (other than those employees employed under this Agreement in the City of New York, New York or hired in the City of New York, New York to work in the State of New York):
- “(a)(i) ~~Accrual.~~ Eligible employees covered by this Agreement shall accrue one hour of paid sick leave for every thirty (30) hours worked ~~in California~~ for Employer, up to a maximum of forty-eight (48) hours or six (6) days (up to a maximum of eighty (80) hours or ten (10) days, effective January 1, 2025). (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days ~~in California~~ for the Employer and after their ninetieth (90th) day of employment ~~in California~~ (forty-fifth (45th) day, effective January 1, 2025) with the Employer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year (forty (40) hours or five (5) days of sick leave per year, effective January 1, 2025), such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee’s anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)
- “(b)(ii) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days ~~in California~~ within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee’s anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer ~~in California~~

for ninety (90) days (forty-five (45) days, effective January 1, 2025) (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days (no more than forty (40) hours or five (5) days, effective January 1, 2025) during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 23(b).

~~“(e)(iii)~~ For employees employed on an hourly ~~or daily~~ basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. For employees employed on a weekly 'on call' or per episode basis ~~(including weekly “on call” employees)~~, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's then-current weekly 'on call' rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements may be hired on an hourly ~~or daily~~ basis regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

~~“(d)(iv)~~ Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's 'family member.'<sup>14011</sup> Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

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<sup>1140</sup> “‘Family member’ means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling. For purposes of this Article 23(b) only, the definition of ‘family member,’ as applied to an employee covered under this Agreement who is employed in California shall include a designated person identified by the employee at the time the employee requests paid sick leave days to care for that person and shall be limited to one person so designated in a twelve (12) month period.

~~“(e)(v)~~ Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Employer within one (1) year of the employee’s separation from employment, the employee’s accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

~~“(f)(vi)~~ Employer shall include in the employee’s start paperwork the contact information for the designated Employer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the employee’s anniversary date) that the Employer selected to measure the thirty (30) day and ninety (90) day (forty-five (45) day, effective January 1, 2025) eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Employer elected to provide employees with a sick leave bank, the year period (*i.e.*, calendar year or the employee’s anniversary date) that the Employer selected for the bank of three (3) sick days (five (5) sick days, effective January 1, 2025) as provided in subparagraph (a) above. Employer also shall notify the Union of the name and contact information of the designated Employer representative. Employer shall endeavor to ensure that the employee’s unused sick leave balance is included on the employee’s paycheck.

~~“(g)(vii)~~ Any Employer that, as of June 30, 2015, has had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time with respect to eligible employees working in California, or that, as of January 1, 2025, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, as of June 30, 2015, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising the employee’s right to use paid sick leave.

~~“(h)(viii)~~ Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein.”

12. **EARNINGS REPORT**

*Add a new Article 28 entitled "Earnings Report" that provides as follows:*

"Effective January 1, 2025, at the end of each quarter, the Employer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter."

13. **BEREAVEMENT LEAVE**

*Add a new Article entitled "Bereavement Leave" that provides as follows:*

"The following is effective [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]. In the event of the death of a 'family member'\* of a regularly-scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. Payment for a day of bereavement leave for employees employed on an hourly basis shall be equal to eight (8) hours' pay at the employee's straight time hourly rate; payment for weekly 'on call' employees for a day of bereavement leave shall be equal to one-fifth (1/5th) of the employee's weekly 'on call' rate.

"An employee who has been employed by the Employer for at least thirty (30) days in California shall be entitled to an additional two (2) days of unpaid bereavement leave in the event of the death of a 'family member.'\*

"An employee who is absent from work due to bereavement leave will be reinstated to the employee's original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, an Employer is not required to reinstate an employee on an episodic series until work on the current episode has been completed. The Employer and the Union will discuss, on a case-by-case basis, upon the request of the Employer, issues related to the individual's reinstatement.

"\* 'Family member' means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling."

14. **WORKPLACE VIOLENCE PREVENTION TRAINING**

*Modify Article 21 (“Harassment Prevention and Other Training”) to provide as follows:*

“All Employees must complete harassment prevention training administered by Contract Services Administration Trust Fund (“CSATF”). Employees performing services in the County of Los Angeles, California, or who are hired in the County of Los Angeles, California to perform services outside the County of Los Angeles, California, must complete workplace violence prevention training administered by CSATF. Such required training must be retaken periodically as may be required by law. Employees must complete their required training within ninety (90) days after notice by CSATF of their training deadline. ~~within six (6) months after implementation of the program for this bargaining unit by CSATF and every two (2) years thereafter as may be required.~~”

“Employer also may require an employee to take the Reporting Child Abuse and Neglect Training course through CSATF.

“In accordance with CSATF’s procedures, a stipend of \$20.00 (~~\$25.00~~ effective January 1, 2025) per hour shall be paid to each employee who attends required harassment prevention training through CSATF or other CSATF-provided training at the direction of the Employer during non-working time.

“Should an employee fail to successfully complete any required training, the Employer shall not be obligated to call or continue to employ such employee.”

15. **CSATF CONTRIBUTIONS**

*Modify Article 22 (“Contract Services Administration Trust Fund”) to provide as follows:*

“Employer shall contribute to Contract Services Administration Trust Fund ~~\$0.092~~\$0.63 per hour for each hour worked by an employee under this Agreement effective September 29, 2024, and \$0.66 per hour for each hour worked by an employee under this Agreement effective October 4, 2026. Contributions on behalf of employees engaged on an ‘on-call’ basis shall be based upon sixty (60) hours per week, except that for ‘on-call’ employees employed for less than a full workweek (*i.e.*, less than five (5) days), contributions shall be based upon twelve (12) hours per day. Contributions on behalf of employees engaged on an hourly basis shall be made for each hour worked or guaranteed.”

16. **DIVERSITY, EQUITY AND INCLUSION**

Parties agree to refer this discussion to the committee outlined in Article 25 (“Diversity, Equity and Inclusion”) during the term of the Agreement.

17. **HOUSEKEEPING – SICK LEAVE WAIVER**

*Modify Article 24 (“Waiver of New York City Earned Safe and Sick Time Act and Similar Laws”) to provide as follows:*

**ARTICLE 24. WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS**

The Unions expressly waive, to the full extent permitted by law, 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 of 2020 (New York Labor Law 196-B)~~ the New York State Paid Sick Leave Law (New York State Labor Law Section 196-b); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Illinois Paid Leave for All Workers Act (P.A. 102-1143); the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); the Chicago Paid Leave and Paid Sick and Safe Leave Ordinance (Chapter 6-130 of the Municipal Code of Chicago); the Cook County ~~Earned Paid~~ Sick Leave Ordinance (Chapter 42, Article I, Section 42-1 *et seq.* of the Cook County Code); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the San Francisco Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P); the Paid Sick Leave Ordinance of Berkeley, California (Chapter 13.100 of the Berkeley Municipal Code); 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 37.01(e), 37.03, 37.07(a)(1)(ii)(B), and 37.07(f)); ~~the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended June 24, 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 Ordinance (Title 8, Chapter 8.205 of the Los Angeles County Code); the Long Beach COVID-19 Paid Supplemental Sick Leave Ordinance (Chapter 8.110 of the Long Beach Municipal Code); the Oakland Paid Sick Leave Law (Section 5.92.030 of the Oakland Municipal and Planning Codes); the West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code); the Santa Monica Paid Sick Leave Ordinance (Chapter 4.62.025 of the Santa Monica Municipal Code); (the Tacoma Paid Sick Leave Ordinance (Title 18, Chapter 18.10 of the Tacoma Municipal Code); the Arizona Earned Paid Sick Time Law Earned Paid Sick Time Law (A.R.S. section 23-371 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter~~



132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working within the District of Columbia is granted at least three (3) days of paid sick leave per calendar year) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Unions and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

18. **GENDER NEUTRAL LANGUAGE**

Modify the Agreement to use gender neutral language that is grammatically correct.

**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT “A” ATTACHED HERETO, ALL OF WHICH CONSTITUTE A SINGLE MULTI-EMPLOYER BARGAINING UNIT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol A. Lombardini, President

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lindsay Dougherty, Secretary-Treasurer

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas J. O’Donnell, President

## EXHIBIT "A"

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

ABC Signature, LLC fka Touchstone  
Television Productions, LLC  
ABC Studios New York, LLC  
Abominable Pictures Inc.  
Adobe Pictures, Inc.  
Alive and Kicking, Inc  
Ambient Sounds Productions LLC  
Apple Studios LLC  
Apple Studios Louisiana LLC  
Arcraft Productions, Inc.

Backlight Productions LLC  
Base Light Productions LLC  
Bonanza Productions Inc.

Camdrew Productions LLC  
Carnival Row Productions, LLC  
CBS Studios Inc.  
Charlestown Productions LLC  
Classic Films Inc.  
Columbia Pictures Industries, Inc.  
Console Cowboy Productions, LLC  
CPT Holdings, Inc.  
Crown City Pictures Inc.

DAE Light Media, LLC  
DW Dramatic Television L.L.C.  
DW SKG TV L.L.C.  
DW Studios Productions L.L.C.  
Dyminimum Productions, LLC

Eye Productions Inc.

FilmNation Features, LLC  
Focus Features Productions LLC

Gulfstream Pictures Inc.  
GWave Productions, LLC

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

Inclined Productions, Inc.  
Invisible Casting, Inc.

Jax Media, LLC  
Jay Squared Productions LLC

Kapital Productions. LLC  
Kiki Tree Pictures Inc.

Legendary Alameda Productions, LLC d.b.a.  
Alameda Productions, LLC  
Legendary Features Productions US, LLC  
Legendary Pictures Productions, LLC  
Legendary Television Animation, LLC  
LGTV Productions, Inc.  
Lions Gate Productions, LLC  
Louisiana Premiere Productions LLC

Madison Productions, Inc.  
Main Gate Productions LLC  
Marvel Film Productions LLC  
Marvel Picture Works LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
Milk Street Productions, LLC  
Minim Productions, Inc.  
Miramax Film NY, LLC  
Mutiny Pictures Inc.

New Line Productions, Inc.  
New Regency Productions, Inc.  
Next Step Productions LLC  
NM Talent Inc.  
North Center Productions, Inc.  
NS Pictures, Inc.

Odd Lot Pictures, LLC  
Olive Avenue Productions LLC  
Olive Productions, LLC  
Onyx Collective Productions, Inc.  
Open 4 Business LLC  
Orange Cone Productions LLC  
Orchard Road Productions, LLC  
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Paramount Overseas Productions, Inc.  
Paramount Pictures Corporation  
Paramount Worldwide Productions, Inc.  
Patch Bay Productions LLC  
Pipeline Casting, Inc.  
Pitch Black Development, LLC  
PP21 Productions LLC  
Proximity Productions LLC

Random Pictures Inc.  
Redemption Pictures, Inc.  
Remote Broadcasting, Inc.  
Ruff Draft Productions, LLC

S & K Pictures, Inc.  
Salty Pictures, Inc.  
San Vicente Productions, Inc.  
Scope Productions, LLC  
Screen Gems Productions, Inc.  
Shabu-Shabu, LLC  
Showtime Pictures Development Company  
Skydance Pictures, LLC  
Sony Pictures Television, Inc.  
South Circle Productions LLC  
South Rock Productions LLC  
Stalwart Productions LLC  
Starz Family Productions, LLC  
Starz Valley Productions, LLC  
Storybuilders, LLC  
Storyteller Production Co., LLC  
Stu Segall Productions, Inc.

Topanga Productions, Inc.  
TPS Post Production, LLC  
TPS Production Services, LLC  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation  
d/b/a 20th Television

Universal City Studios LLC  
Universal Content Productions LLC

WAG Pictures Inc.  
Walt Disney Pictures  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Specialty Productions Inc.  
Washington Square Films, Inc.  
wiip Productions, LLC  
Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC