

May 18, 2022

**MEMORANDUM OF AGREEMENT BETWEEN
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS,
ON THE ONE HAND, AND STUDIO TRANSPORTATION DRIVERS, LOCAL #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 OTHER HAND
(CASTING DIRECTORS)**

This Memorandum of Agreement is entered into between Studio Transportation Drivers, Local #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 2018 Casting Directors Agreement (hereinafter “2018 Agreement”) to create the 2021 Casting Directors Agreement (hereinafter "the Agreement").

The provisions herein shall be effective as of the Sunday following notice of ratification to the AMPTP, 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, ~~2018~~2021 and shall terminate on September 30, ~~2021~~2024. Except when a provision specifies a different effective date (in which case the provision shall be effective as of the date so specified), the provisions of this Agreement shall be effective as of ~~January 13, 2019~~ [insert date that is the Sunday following the AMPTP’s receipt of notice of ratification] (which is the Sunday following the notice of ratification to the AMPTP).”

2. SCOPE OF AGREEMENT

a. *Modify the first paragraph of Article 1 (“Scope of Agreement”) to provide as follows:*

“1. SCOPE OF AGREEMENT

“This Agreement shall be applicable to all Freelance Casting Directors and Freelance Associate Casting Directors 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, ~~or 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’).”¹”

“¹ It is understood that any existing agreement (i.e., an agreement that is entered into prior to the first Sunday following the AMPTP’s receipt of notice of ratification) between the Union 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.”

Make conforming changes.

- b. *Modify the last sentence of the third paragraph of Article 1 as follows:*

“The foregoing 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.”

- c. *Replace Article 19 (“New Media”) with the following:*

“19. NEW MEDIA

“SVOD Programs covered under Article 1 of this Agreement are subject to the same terms and conditions as apply to television motion pictures, except that theatrical terms and conditions apply to covered SVOD Programs described in Article 1 which commence principal photography on or after October 2, 2022, are 96 minutes or more in length and are budgeted at \$30,000,000 or more.”

3. MINIMUM WAGE RATES AND OVERTIME FOR ASSOCIATE CASTING DIRECTORS EMPLOYED ON TELEVISION MOTION PICTURES

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

“7. MINIMUM WAGE RATES

“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.

“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)^{FN} shall be compensated at no less than the minimum wage rate of \$19.00 per hour (\$23.50 per hour effective October 3, 2021; \$24.50 effective October 2, 2022; and \$26.00 effective October 1, 2023). \$17.91 per hour effective September 30, 2018 (\$18.45 per hour effective September 29, 2019; and \$19.00 per hour effective October 4, 2020).

“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)^{FN} 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)^{FN} 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.”

“^{FN} See footnote 1.”

4. PENSION AND HEALTH PLAN

- a. Increase the "Basic Rate" in Article 4(a)(i) of the Agreement for any Employer which qualifies as a "\$15 Million Contributor" by forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective October 3, 2021; by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective October 2, 2022; and by an additional forty cents (\$0.40) per hour for each hour worked by or guaranteed an employee effective October 1, 2023.
- b. 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 Employers, the parties agree to increase the "Premium Rate" in Article 4(a)(ii) of the Agreement for Employers 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 October 3, 2021; by an additional one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective October 2, 2022; and by an additional one dollar and twenty cents (\$1.20) per hour for each hour worked by or guaranteed an employee effective October 1, 2023.
- c. Increase Benefits for On-Call Employees

Modify Article 4(a)(iii) of the Agreement as follows:

“(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.*, ~~less~~ 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.

5. INDIVIDUAL ACCOUNT PLAN

a. *Modify Article 5 (“Individual Account Plan”) to provide:*

“5. INDIVIDUAL ACCOUNT PLAN

“(a) Effective ~~October 1, 2021~~ ~~September 30, 2018~~, the Employer shall contribute to the Individual Account Plan:

“Four percent (4%) of the "weekly base rate," as defined below (~~five percent (5%) effective October 2, 2022 and six percent (6%) effective October 1, 2023~~), for each full workweek of employment for each 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) ~~under this Agreement~~; and

“Five percent (5%) of the "weekly base rate," as defined below (~~six percent (6%) effective October 1, 2023~~), for each full workweek of employment for each Casting Director employed by the Employer under this Agreement.

“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:

	10/1/21-9/30/21 10/1/21-9/30/24
For Casting Directors employed on a theatrical motion picture (<u>or on an SVOD Program to which theatrical terms and conditions apply as provided in Article 19</u>):	\$3,080/week (\$3,500 effective October 2, 2022)

For 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):	\$2,550/week (\$2,800 effective October 2, 2022)
For Associate Casting Directors employed on television or a theatrical motion picture (or on an SVOD Program to which theatrical terms and conditions apply as provided in Article 19):	\$1,000/week (\$1,500 effective October 2, 2022) \$900/week effective September 30, 2018 (\$1,000/week effective September 29, 2019)

“The ‘weekly base 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 for less than a full workweek.”

“(b) During the period [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification] to and including September 30, 2024, Employer shall contribute to the Individual Account Plan four percent (4%) (five percent (5%) effective October 2, 2022 and six percent (6%) effective October 1, 2023) 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).

“During the period October 1, 2021 to and including [insert date that is the day before the first Sunday following the AMPTP’s receipt of notice of ratification],^{FN} Article 5 (‘Individual Account Plan’) of the 2018 Casting Directors Agreement shall apply to Associate Casting Directors employed on a television motion picture.

“^{FN} See footnote 1.”

b. *Update Article 4(b) of the Agreement as follows:*

“(b) Commencing with the quarter ending September 30, 2021 ~~2018~~ 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.”

6. INDIVIDUAL NEGOTIATIONS

a. *Modify Article 11 to read as follows:*

“11. INDIVIDUAL NEGOTIATIONS

“(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.

“(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)^{FN} under a contract entered into on or after [insert date that is the first day of the month that is more than 30 days following the AMPTP’s receipt of notice of ratification]. 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 writing to be furnished by the Employer to the Casting Director prior to the start of services.

“There is no guarantee of continuous employment or length of employment for the Casting Director, unless individually negotiated otherwise. During any week in which the 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.

“(c) 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.”

“^{FN} For clarity, it is understood that a Casting Director shall be free to make any agreement with an Employer for services by the Casting Director in connection with a multi-camera series, provided that Casting Directors who negotiate an episodic fee are subject to Sideletter No. 3 (‘Casting Directors on Multi-Camera Series’).”

Make conforming changes.

- b. *Replace the current Sideletter No. 3 (“No Reduction in Weekly Payment for Casting Directors Paid on an Episodic Fee Basis in Series Television When Services Required by Employer Extend Beyond Anticipated Employment Period”) with the following Sideletter:*

“Re: Casting Directors on Multi-Camera Series

“Dear Lindsay and Tom:

“During the 2022 negotiations, the parties discussed the manner in which Casting Directors employed on multi-camera series are compensated for the work that they perform.

“In practice, when the Employer and the Casting Director negotiate an episodic fee for Casting Director services on a multi-camera series, the negotiated episodic fee is intended to cover the entire employment period required for that episode. The weekly payment for the Casting Director based on that episodic fee is calculated once the series is ordered and the option is exercised for the Casting Director’s employment. The Employer calculates the weekly payment by prorating the episodic fee over the anticipated period of time for which the Casting Director’s services are required by the Employer on the series. The weekly payment calculated by the Employer serves as a means for the Employer to comply with Article 8 (‘Payment on a Weekly Basis’).

“As a result of discussions with the Unions, the Employers recognize that there may be situations when the Casting Director is required by the Employer to perform more than *de minimis* services for a period of time in excess of what was anticipated for a particular season. In those situations, the Employers agree that the Employer shall pay the Casting Director additional compensation for each additional week worked during the season on such series in an amount not less than the weekly amount paid by the Employer for the initial period of employment

(or one-fifth (1/5) of the weekly amount for each day worked during a partial workweek). No reduction in the weekly payment shall be made by reason of the extension of the employment period under such circumstances on those series. Both the episodic fee and the time period which that fee is to cover remain subject to individual negotiation.

“It is understood that if the services of the Casting Director are not requested (which may occur, for example, during a hiatus), no additional compensation is due. It is further understood that the foregoing is not applicable when the production schedule is extended because additional episodes are subsequently added to the series order; however, in that event, no adjustment of the weekly rate shall be required.

“Please signify your concurrence with the foregoing by executing this letter in the space reserved for your signature and returning same to me.”

[Signature Lines Omitted]

7. **HOLIDAYS**

- a. Amend Article 9 to add Martin Luther King Jr. Day as a holiday effective January 1, 2022.
- b. *Modify the first paragraph of Article 9 as follows:*

“Weekly employees shall not have their weekly rate of pay reduced in the event that 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).”

8. **DIVERSITY, EQUITY AND INCLUSION**

Add a new Article 25 (“Diversity, Equity and Inclusion”) to the Agreement to provide:

“ARTICLE 25. **DIVERSITY, EQUITY AND INCLUSION**

"(a) Statement of Commitment. Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Producers and the Unions 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 Unions, 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 representatives from the Unions, on the one hand, and the Producers, on the other hand (hereafter ‘Committee’). The goal of the committee is to track and enhance employment opportunities of individuals who are underrepresented in the classifications covered by this Agreement. The Committee will share information and best practices for increasing diversity in this bargaining unit. It also will develop new initiatives aimed at increasing the employment of underrepresented groups. Those initiatives may include on-the-job training program(s). In addition, the Committee shall create a joint mentorship program(s) to foster connections between mentors and individuals from underrepresented groups or under-served communities with the goal of greatly expanding access to those individuals’ opportunities for employment in the industry. The Committee also shall discuss developing programs designed to support the development and career growth of individuals who are already employed in this bargaining unit. The Committee shall meet as soon as practicable after ratification of the Agreement.

“(c) Self-Identification Data. During the 2022 negotiations, the parties discussed the efforts that have been made by the Producers and the Unions to obtain information about the personal characteristics of their employees and membership through voluntary self-identification. The Unions 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 Unions agree to encourage their members to voluntarily self-identify when requested to do so by either the Unions or a Producer, including when members are completing new membership paperwork for a Union or start paperwork for a Producer. The Unions further agree 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 Unions upon request, no more frequently than twice per year.”

9. **TRAINING**

- a. *Add a new subparagraph to Article 7 ("Minimum Wage Rates") as follows:*

"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 Producer. 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."

- b. *Modify Article 21 (and make conforming changes, including by changing the title of Article 21 to "Harassment Prevention and Other Training") to provide:*

"21. HARASSMENT PREVENTION AND OTHER TRAINING

"Employees must complete harassment prevention training to be administered by Contract Services Administration Trust Fund ('CSATF') 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 training through CSATF concerning child abuse and neglect reporting when such training becomes available.

"In accordance with CSATF's procedures, a stipend of \$20.00 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.

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

10. **ARBITRATORS**

Add Michael Prihar and Ken Perea and remove Joel Grossman and Gordon Krischer from the list of arbitrators in Article 16(g)(i).

11. HOUSEKEEPING - SICK TIME LAWS

Update Article 24 as follows:

“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 (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); the New Jersey Paid Sick Leave Act (C.34: 11-56a et seq.); 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 37.01.e), 37.03, 37.07.a)l)B.ii. 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 (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; 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 of Elizabeth, New Jersey (Ordinance No. 4617); the Sick Leave for Private Employees Ordinances of Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey (Chapter 132 of the General Legislation of the Township of Montclair, NJ); Morristown, New Jersey (Ordinance No. 0-35 2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); Trenton, New Jersey (Ordinance No. 14-45) and Elizabeth, New Jersey (Ordinance No. 4617);

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.”

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 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"

20th Century Studios, Inc.
1440 Productions LLC
2099 Productions NY, LLC

ABC Signature, LLC fka Touchstone
Television Productions, LLC
ABC Studios New York, LLC
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
Big Beach LLC
Big Indie Pictures, Inc.
Bing Bang Productions, LLC
Bonanza Productions Inc.

Camdrew Productions LLC
CBB Productions
CBS Studios Inc.
Charlestown Productions LLC
Classic Films Inc.
Columbia Pictures Industries, Inc.
Crown City Pictures Inc.

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

Eye Productions Inc.

FilmNation Features, LLC
Focus Features Productions LLC

GWave Productions, LLC

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

Hostage Productions, Inc.

Invisible Casting, Inc.

Jax Media, LLC
Jay Squared Productions LLC

Kapital Productions, LLC
Kelley Productions, Inc. c/o Moss Adams LLP
Kiki Tree Pictures Inc.

LGTV Productions, Inc.
Lions Gate Productions, LLC
Louisiana Premiere Productions LLC

Mad Sweeney 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.
Minim Productions, Inc.
Mutiny Pictures Inc.
Miramax Film NY, LLC

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

Olive Avenue Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Paramount Pictures Corporation
Patch Bay Productions LLC
Perdido Productions, Inc.
Picrow, Inc.
Picrow Streaming Inc.

Pipeline Casting, Inc.
PP21 Productions LLC
Project G Productions, LLC
Proximity Productions LLC

Woodridge Productions, Inc.
Woodrow House Productions LLC

XOF Studios, LLC

Random Pictures Inc.
Redemption Pictures, Inc.
Remote Broadcasting, Inc.

YNFS Productions LLC

S & K Pictures, Inc.
Salty Pictures, Inc.
Scope Productions, LLC
Screen Gems Productions, Inc.
Scott Free Productions, Inc.
Shabu-Shabu, LLC
Skydance Pictures, LLC
Sony Pictures Television Inc.
South Circle Productions LLC
South Rock Productions LLC
Stalwart Productions LLC
Starz Family Productions, LLC
Starz Heels Productions, LLC
Starz P. Town Productions, LLC
Starz Valley Productions, LLC
Stu Segall Productions, Inc.
STX Productions, LLC

Terrapin Productions, Inc.
Thoughtful Productions, LLC
Tomorrow Friends LLC
TriStar Productions, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
d/b/a 20th Television

Universal City Studios LLC
Universal Content Productions LLC

WAG Pictures Inc.
Walden Media Productions LLC
Walk By Faith Film, LLC
Walt Disney Pictures
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
wiip Productions, LLC