

**MEMORANDUM OF AGREEMENT FOR
THEATRICAL TEAMSTERS LOCAL 817, DRIVERS -- ASSOCIATION OF
INDEPENDENT COMMERCIAL PRODUCERS
COMMERCIAL AGREEMENT**

This Memorandum of Agreement is entered into between the Theatrical Teamsters Local 817 ("Union") and the Association of Independent Commercial Producers, Inc. ("AICP") on behalf of those production companies that have authorized it to negotiate and execute this Memorandum of Agreement on its behalf. Each such production company is hereinafter referred to as the "Employer" or "Producer."

The terms of the 2019 Commercial Agreement, Drivers (including all side letters) ("2019 Commercial Agreement") and the 2022 Memorandum of Agreement, Drivers ("2022 Memorandum of Agreement") shall be incorporated in the Teamsters Local 817, Drivers – Association of Independent Commercial Producers Commercial Agreement of 2025 ("2025 Commercial Agreement") except as modified below and subject to conforming changes. The terms of this Memorandum of Agreement shall prevail over any inconsistent provision in the 2019 Commercial Agreement and the 2022 Memorandum of Agreement. The language in this Memorandum of Agreement is not in contract language, except when so designated or when the context clearly indicates otherwise.

1. **Article XXIII (Term).** The term of the 2025 Commercial Agreement shall be from January 1, 2025 through and including December 31, 2027.
2. **Ratification Notice Required.** All terms, provisions and conditions that are agreed upon between the AICP and Union in negotiations and contained in this Memorandum of Agreement, other than the Term referred to in Paragraph 1 herein, shall be effective 30 days after written notice of ratification by the Union is given to AICP.
3. **Schedule A (Scale Rates)** shall be increased (compounded) effective on the dates shown:
 - a. Effective 30 days after written notice to AICP of Union ratification: 4%
 - b. January 1, 2026: 4%
 - c. January 1, 2027: 4%
4. **Article XI (Overtime).** Article XI shall be amended as follows:

Weekdays:

"All Hours worked after the first ten seven (7) shall be paid at the double-time time and a half (1.5X) of the hourly rate. Hours worked after the tenth (10th) hour up to and including the fifteenth (15th) hour shall be paid at double times (2X) the hourly rate. Hours worked in excess of fifteen (15) shall be paid at two-and-a-half times (2.5X) the hourly rate.

Weekend & Holiday Overtime:

The first ten (10) hours worked on a weekend or holiday shall be paid at time and a half (1.5X) the hourly rate. Hours worked on a weekend or holiday after the tenth (10th) hour up to and including the fifteenth (15th) hour shall be paid at double time (2X) the hourly rate. Hours worked on a weekend or holiday in excess of fifteen (15) hours shall be paid at two-and-a-half times (2.5X) the hourly rate.

For the avoidance of doubt, the hourly rate is calculated as 1/11.5 of the 10-hour weekday minimum call rate.

- a. Work hours on designated holiday shall be paid at the w/e rates.
- b. All overtime is to be computed ~~completed~~ in ~~one-half (1/2)~~ one-quarter (1/4) hourly units and overtime premiums shall not be compounded.”

5. Article XVII (Benefits).

- a. The parties agree that effective upon 30 days after written notice of ratification by the Union to AICP, Employer contributions to the Welfare Fund shall increase to twenty percent (20%). The parties further agree that prior to execution of this Memorandum of Agreement, the Union may re-allocate up to two percentage points (2%) from the 14% total contribution to Pension and Scholarship, to either the 20% contribution to the Welfare Fund or the 11.5% Pension Fund. On March 12, 2025, the Union provided AICP written notice that the Union will reallocate one (1%) percent from the Scholarship Fund to the Welfare Fund and one half (.5%) percent from the Scholarship Fund to the Pension Fund.
- b. Section (a) shall be amended as follows:

“Percentage of Employee’s Daily Gross Wages

Pension Fund –	11.5% <u>12%</u>
Welfare Fund –	18% <u>21%</u>
Scholarship Fund –	2.5% <u>1%</u> ”

6. Article I (Recognition). Paragraph B(7) shall be amended as follows:

“Teamster contract covered Helper required for grip and electric tractor trailer and for all art department vehicles ~~20’ box/bed length or greater~~ used for picking up steel decks, set walls or scenery.”

7. Article VIII (Lead Driver). Article VIII shall be amended as follows:

“A lead driver will be designated by the Union ~~for location shoots~~ to supervise drivers and coordinate the needs of transportation. The lead driver will be assigned to drive a vehicle. ~~No lead driver is necessary if there is only one driver under covered employment. If there~~

is only one driver employed by the company, that driver shall be paid at the lead driver rate."

8. Article XII (Travel). Article XII shall be amended as follows:

"On a distant location shoot of two (2) days or more outside the Studio Zone, the Employer shall offer Employees near hotel accommodations and per diem in the amount of the current IRS GSA rate, as listed on the GSA.gov website for the zip code where the shoot will take place. On a one (1) day shoot outside the Studio Zone, rest periods and per diems shall be initially negotiated and agreed between the Employer and Lead Driver. Eight (8) hours of benefit contributions as provided in ARTICLE XVII shall be made for all drivers for unworked layover days."

9. Article 1 (Recognition), Footnote 1. Low budget single day production cost thresholds shall be increased as follows:

"Single day production cost (excluding "Editorial and Finishing," "Talent Costs & Talent Expenses") as set forth in the AICP Production Cost Summary of ~~\$100,000~~ \$150,000 nor aggregate cost of ~~\$500,000~~ \$700,000."

10. Article XIII (Meal Allowance). Paragraph (a) shall be amended as follows:

"Meal periods shall not be less than one-half (1/2) hour.
The meal allowance shall be ~~\$40.00~~ \$45 per day and beginning on January 1, 2027, \$50 per day, (not paid when the driver has taken the hot meal provided by the Employer)"

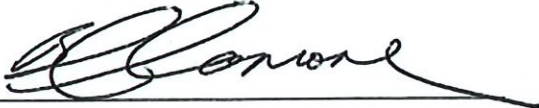
11. Housekeeping.

- a. Pursuant to **Article XXV (CIAF)**, the CIAF contribution rates shall be updated to reflect the current CIAF contribution rates in the DGA NCA.
- b. **Article XVII (Benefits)** shall be amended as follows for clarification purposes:

~~"Except as provided in paragraph (c) of this Article,~~ The Employer shall make contributions on the 10th day of each month for work performed in the prior month to the Teamsters Local 817 Pension, Welfare and Scholarship Funds in the following amount: . . ."

[SIGNATURE PAGE FOLLOWS]

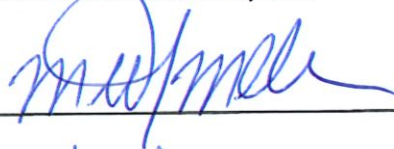
For the Teamsters Local 817



3/17/25

Date:

For the Association of Independent
Commercial Producers, Inc.



3/17/2025

Date: