

Producers' Third Package Proposal to Teamsters Local 817 (Drivers)
2022 TEAMSTERS LOCAL 817 NEGOTIATIONS

The following shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification, unless a contrary date is specified, in which case the modifications herein shall be effective as of the date so specified.

1. **Term of Agreement**

The term of the 2022 Agreement shall be for three (3) years, commencing on November 1, 2022 and terminating on October 31, 2025.

2. **Wage Rates**

Increase minimum wage rates by three percent (3%) effective October 30, 2022; by an additional three percent (3%) effective October 29, 2023; and by an additional three percent (3%) effective November 3, 2024. These increases shall be compounded.

3. **401(k) Plan**

Increase contributions to the Entertainment Industry 401(k) Plan by one percent (1%) effective October 30, 2022; by an additional one percent (1%) effective October 29, 2023; and by an additional one percent (1%) effective November 3, 2024. These increases shall be compounded.

4. **Welfare and Scholarship Fund Contributions:**

a. *Modify Article 9(a)(i) to read as follows:*

“ARTICLE 9. FUND CONTRIBUTIONS

“(a) Theatrical Motion Pictures

“(i) Welfare Contributions – For employees employed on theatrical motion pictures only, the Company shall, on the 10th day of each month, pay to the Local #817 I.B.T. Welfare Fund, for the period commencing ~~November 1, 2019~~ [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification] to and including October 31, ~~2022~~2025, a sum equal to ~~seventeen~~eighteen and one-half percent (~~+7~~18½%) of the gross compensation paid to each employee covered by this Agreement during the preceding month for the purpose of providing welfare benefits, and holiday and vacation pay for said employees.”

~~For employees engaged on the weekly flat rates set forth in Article 4 herein, the Company shall pay an additional one percent (1%) of the gross compensation paid to each such employee covered by this Agreement~~

~~during the preceding month as a supplemental contribution to the Local #817 I.B.T. Welfare Fund.~~

- b. The Union shall have the right, effective October 29, 2023, to reallocate one-half percent (1/2%) from the IBT Local #817 Scholarship Fund contribution rates in Articles 9.(a)(iii) and 9.(b)(iii) to the Local #817 IBT Welfare Fund contribution rates in Article 9.(a)(i) and 9.(b)(i) by giving notice thereof to the AMPTP not less than three (3) months prior to October 29, 2023.

[Make conforming changes]

5. **Weekly Flat Rates** – The following modifications shall apply to motion pictures commencing principal photography on or after the first Sunday following the AMPTP’s receipt of notice of ratification, except that in the case of episodic series, these modifications shall be effective for new seasons of a series commencing principal photography on or after the first Sunday following the AMPTP’s receipt of notice of ratification:

- a. *Modify Article 4(e)(ix) as follows:*

“(ix) (A) Employees engaged for four (4) or more days in a week shall be paid for the full weekly flat rate. ~~and~~ Hours worked in excess of sixty-four (64) in a workweek shall be paid at the double time rate until seventy (70) hours; hours thereafter shall be paid at the rate of double time and one-half.

“(B) eEmployees engaged for one (1), two (2) or three (3) days in a week shall be paid one-fifth (1/5) of the weekly flat rate for each day of employment, plus the double time ~~the~~ hourly rate for any hour worked in excess of thirteen (13) on a given workday, and the triple time hourly rate for any hour worked in excess of sixteen (16) hours on a given work day. ~~;~~ aAn employee who is a daily (one (1) day only) hire may, at the option of the Company, be engaged for a seven (7) hour work day commencing at either 8:00 a.m. or the crew call. All overtime hours shall be paid at the double time rate, except that hours worked in excess of sixteen (16) hours shall be paid at the triple time rate.

“(C) Should an employee engaged for five (5) days in a workweek on the weekly flat rate use only one day of paid sick leave in the workweek, the employee shall be paid the full weekly flat rate for the week. Should the employee use more than one (1) day of paid sick leave in a week, one-fifth (1/5) of the weekly flat rate shall be deducted from the full weekly flat rate for each day of paid sick leave used; one-tenth (1/10) of the weekly flat rate shall be deducted in the case of an employee who uses an increment of four (4) hours of paid sick leave. Should an employee engaged for fewer than five (5) days in a workweek use one or more days of paid sick leave during the workweek, one-fifth (1/5) of the weekly flat rate shall be deducted for each day of paid sick leave used; one-tenth (1/10) of the weekly flat rate shall be deducted in the case of an employee who uses an increment of four (4) hours of paid sick leave. Hours of paid sick

leave used by (or paid to) the employee do not count as “hours worked” for purposes of determining whether the employee has worked the necessary number of hours in the workweek or workday, as applicable, to be subject to the double time, double time and one-half and/or triple time rates of pay provided in subparagraphs (A) and (B) above.”

b. *Delete Article 4(e)(xi):*

~~(xi) Hours worked in excess of sixty-four (64) shall be paid at the double time rate until seventy (70); hours thereafter shall be paid at the rate of double time and one-half. Employees engaged for one (1), two (2), or three (3) days in a week shall be paid at the double time rate for all hours worked in excess of thirteen (13) on a given work day.~~

c. *Modify Article 5(b) as follows:*

“(b) Overtime – All overtime work shall be paid ~~for~~ at the double time rate set forth in Article 4(b)(i)(B) and (ii)(B) above, except that hours worked in excess of sixteen (16) hours in a work day shall be paid at the triple time rate. Overtime shall not be compounded. There shall be a four (4) hour minimum call, at double time rates, for all calls between the hours of 4:00 p.m. and before 4:00 a.m. and for calls on the sixth or seventh days worked in the workweek. Employees required to work more than four (4) consecutive hours shall be furnished with lunch by the Company or shall be paid \$6.00 in lieu of said lunch and shall be entitled to a lunch period without loss of pay.

Make conforming changes.

Motion pictures that do not meet the test set forth in the introductory language to this Item 5 shall be subject to Articles 4(e)(ix), 4(e)(xi) and 5(b) of the 2019 Teamsters Local #817 (Drivers) Agreement.

6. **Workweek**

Modify Article 6 to read as follows:

“ARTICLE 6. WORKWEEK

“Notwithstanding anything to the contrary elsewhere in this Agreement, the Company may utilize a work schedule consisting of any five (5) consecutive days out of seven (7) consecutive days (“a 5-out-of-7 workweek”) ~~when there are four (4) or more shooting days within the Local's jurisdiction.~~

One time during the production of a motion picture (except in the case of episodic television), the Company may shift the workweek, without incurring added costs, by adding one or two days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that

the intervening Sunday is a day off. In the case of episodic television, the Company may exercise the foregoing rights once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for a series for at least one week).

The parties confirm that the foregoing “shift in workweek” provision applies to a “round trip” switch so that the Company is permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (e.g., a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday). If the Company otherwise shifts the workweek such that the new workweek invades the preceding workweek, and the employee would receive fewer than two (2) consecutive days off in the workweek as a result of the workweek shift, the Company shall pay the premium for the sixth and/or seventh day worked of the preceding workweek. The employee shall be advised of any shifts in the workweek prior to commencement of the workweek. In no case may the Company shift the workweek for the sole purpose of avoiding paying for an unworked holiday.”

7. **Holidays**

Modify Article 11 to read as follows:

“ARTICLE 11. HOLIDAYS

“Except as hereinafter provided, there shall be eleven (11) paid holidays consisting of New Year’s Day, Martin Luther King Jr. Day, Lincoln’s Birthday, Washington’s Birthday, Veteran’s Day, Memorial Day, July Fourth, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday. When a holiday falls on an employee’s regularly scheduled day off, which is other than Saturday or Sunday, the Company shall designate either the workday immediately preceding or following the calendar holiday as the day on which the holiday will be celebrated. The Company shall pay each employee for each holiday worked at holiday rates. The Local #817 I.B.T. Welfare Fund shall pay for all unworked holidays. Holiday overtime shall be paid for by the Company and said Fund shall have no obligation for any part of said payments.”

8. Sick Leave

Add the following as a new Article 24 to the Agreement and renumber the current Article 24 as Article 25:

“ARTICLE 24. SICK LEAVE

“The following shall apply to employees employed under this Agreement commencing January 1, 2023:

“(a) Employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Company, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, a Company 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 Company, in the middle of the calendar year). The Company 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 24, a calendar year shall be measured, as designated by the Company, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

“(b) 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:¹

“(1) For a mental or physical illness, injury, or health condition of the employee or the employee's family member, regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests leave;

“(2) 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

“(3) For an absence from work due to any of the following reasons when the employee or employee's family member has been the

¹ “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, 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*.

victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:

“(i) to obtain services from a domestic violence shelter, rape crisis center, or other services program;

“(ii) 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;

“(iii) 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;

“(iv) to file a complaint or domestic incident report with law enforcement;

“(v) to meet with a district attorney's office;

“(vi) to enroll children in a new school; or

“(vii) 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 (i) through (vii) 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 for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

“(c) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. The Company 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. The Company 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:

“(1) 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

“(2) An attestation from an employee of the employee's eligibility for leave.

“A Company 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.

“(d) For employees employed on a daily or weekly basis, a day of sick leave pay shall be equal to seven (7) hours’ pay at the employee’s straight time hourly rate; seven (7) hours shall be deducted from the employee’s accrued sick time. 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 and four (4) hours shall be deducted from the employee’s accrued sick time. No fringe benefit contributions shall be made on paid sick leave. An employee who is engaged for five (5) days in a week on a weekly flat rate shall not be entitled to sick leave pay (and hours of paid sick leave shall not be deducted from the employee’s accrual) if the employee takes only one day of paid sick leave in a week. Replacements for weekly employees may be hired either on a daily basis or on a *pro rata* basis of the weekly 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.

“(e) An employee’s unused sick leave shall be carried over to the following calendar year; provided, however, that a Company may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 24 shall be construed to require a Company 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 a Company’s obligations to provide paid sick leave under this Article 24.

“(f) No Company shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised his or her rights under this Article, including, but not limited to, requesting sick leave and using sick leave.

“(g) Upon return to work following any sick leave taken pursuant to this Article 24, an employee shall be restored by the Company 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.

“(h) The Company shall advise the employee of the designated Company representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 24. Upon the oral or written request of an employee to the designated Company representative or department, the Company 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 Company shall provide the information to the employee within three (3) business days of the request.

“(i) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided in Article 17 hereof.

9. **Sick Leave Waiver**

Modify Paragraph 4 of Exhibit A as follows:

“(4) Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

“In consideration of the fact that employees employed under the Local #817 Agreement are entitled to basic and overtime compensation, contributions for pension, health and scholarship plan coverage, vacation pay, unworked holiday pay, premium pay (including for work on holidays), the Union hereby waives the rights of the employees employed under this Agreement to paid or unpaid sick leave as provided in the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*).

“In addition, the Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York State Paid Sick Leave Law (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.N.J.S.A. 34:11-56a 11D-1 et seq.); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 160 of the Ordinances 463 of the Code of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the East Orange Paid Sick Time for Private Employees Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey (Ordinance No. 21-2014); East Orange Code Chapter 140, Section 1 et seq.); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinance 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 Leave for Private Employees Ordinances of Elizabeth, New Jersey (Time Ordinance No. 4617); (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey (Ordinance No. MC-3513); 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 (Ordinance No. O-35-2016); the Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey (City Ordinance 13-2010); the Passaic Paid Sick

Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey (~~Ordinance No. 1998-14~~); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Code of the City of Paterson, New Jersey (~~Paterson Code Chapter 412~~); and); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey (~~Ordinance No. 14-45~~) and the Philadelphia Promoting Healthy Families and Workplaces Law (Chapter 9-4100 of the Philadelphia Code); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly enacted law by letter agreement.”

10. **Diversity, Equity and Inclusion**

Add the following as a new Article 26:

"ARTICLE 26. DIVERSITY, EQUITY AND INCLUSION

“(a) **Statement of Commitment.** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, the Company and the Union mutually reaffirm their commitment to make good faith efforts to create an atmosphere of inclusion and equity (which may include trainings on these topics) and to increase employment opportunities for individuals from 'underrepresented populations' in order to foster a more inclusive and diverse workforce in the motion picture industry. Historically, 'underrepresented populations' have traditionally been defined as women, racial and ethnic minority, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

“In furtherance of this commitment, the Company, in partnership with the Union, seeks 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 classifications covered by this Agreement.

“(b) **Self-Identification Data.** During the 2022 negotiations, the parties discussed the efforts that have been made by the Companies and the Union to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to diversify the workforce. To that end, the Union agrees to encourage its members to voluntarily self-identify when requested to do so by the Union or a Company, including when individuals are completing start paperwork for a Company. To the extent that the Union has aggregated diversity statistics concerning Union-covered employees, the Union agrees to share the information with the Company upon request, but no more frequently than twice per year. To the extent that a Company has aggregated diversity statistics concerning Union-

covered employees, the Company agrees to share the information with the Union upon request, but no more frequently than twice per year.

“(c) **Training Program Opportunities and Joint Mentorship Program.** In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article 26, an individual Company or the AMPTP may discuss with the Union the development of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by this Agreement, with the goal of enhancing employment for individuals who are underrepresented in this industry. The types of training programs established may vary depending on the experience of the candidates and the duties of the classification for which the training is provided, and shall be subject to the following: (1) the Teamster Captain consents to the placement of the trainee in the department; (2) the trainee completes the safety training required to perform the duties assigned as part of the training; (3) the trainee is an additional hire to an otherwise fully-staffed department; (4) no more than one trainee is assigned to the department at a time; and (5) the Company shall notify Local #817 when it hires a trainee.”

11. **Fuel Truck Drivers - Specialized Equipment Rate**

Increase the minimum hourly wage rate for fuel truck drivers to the ‘specialized equipment’ rate, effective [*insert date the first Sunday following the date that the AMPTP receives notice of ratification*].

12. **DOT Administrator Training**

Modify Article 23(f) to read as follows:

“ARTICLE 23. ADMINISTRATIVE MATTERS

(f) The Union agrees to encourage ongoing driver and DOT Administrator training.

13. **Meals on Locations Inside the Metropolitan Area**

- a. Increase meal expenses payable to employees under Article 8(d) to \$10.50 for breakfast, \$13.00 for lunch and \$16.50 for supper with respect to motion pictures commencing principal photography on or after the first Sunday following the AMPTP's receipt of notice of ratification (and, in the case of episodic series, on

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new seasons of a series commencing principal photography on or after the first Sunday following the AMPTP's receipt of notice of ratification).

- b. Effective October 29, 2023, increase meal expenses payable to \$11.50 for breakfast, to \$15.00 for lunch and to \$18.50 for supper.

- b. Effective November 3, 2024, increase meal expenses payable to \$12.50 for breakfast, to \$17.00 for lunch and to \$20.50 for supper.

Producers withdraw all prior proposals and reserve the right to modify, amend, add to, or withdraw any proposal.