

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)

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, 20212024 and shall terminate on September 30, 20242027. 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").[†]

"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.

[†] "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)⁶ 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)⁷ 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 (1/5th) 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)⁶ 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)⁷ 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)⁸ 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).^[current footnote 2 omitted]

\$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)^[current footnotes 3 and 4 omitted].
~~\$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.

* 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> 10/01/21-9/30/24
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> \$3,080 (\$3,500 effective October 2, 2022)
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> \$2,550/week (\$2,800 effective October 2, 2022)
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> (\$1,500 effective October 2, 2022)

“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, 2022² 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).

² 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,¹⁰ 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

¹⁰ “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.'¹⁴⁰¹¹ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

¹¹⁴⁰ “‘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

**AGREEMENT OF OCTOBER 1, 2021 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)**

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**AGREEMENT OF OCTOBER 1, 2021 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 Agreement is entered into as of this 1st day of October, 2021 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 (hereinafter referred to individually as "the Union" and collectively as "the Unions"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of the following Producers which have effectively consented to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers"), on the other hand:

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
Artercraft 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

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

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
Woodridge Productions, Inc.
Woodrow House Productions LLC

XOF Studios, LLC

YNFS Productions LLC

WITNESSETH:

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

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

This Agreement is not applicable to Freelance Casting Directors or Freelance Associate Casting Directors engaged in hiring background actors nor does it apply to Casting Directors and Associate Casting Directors engaged on other than a freelance basis. 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.

2. RECOGNITION

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 described in the first paragraph of Article 1.

3. TERM OF AGREEMENT

The Agreement shall commence on October 1, 2021 and shall terminate on September 30, 2024. 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,

¹ 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.

2022 (which is the Sunday following the notice of ratification to the AMPTP).

4. PENSION AND HEALTH CONTRIBUTIONS

- (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 through September 30, 2024 on behalf of Casting Directors and Associate Casting Directors covered by this Agreement:

Active Employees Fund

Medical (Basic Rate):²

\$4.513 per hour effective October 1, 2021;

\$4.913 per hour effective October 3, 2021;

\$5.313 per hour effective October 2, 2022;

\$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

² The Health Plan contribution to the Active Employees Fund for medical coverage includes the thirty and one-half cents (\$0.305) hourly contribution that the bargaining parties agreed during the 2012 negotiations would be paid to the Health Plan, rather than to the Individual Account Plan as had been required under prior Agreements.

and Health Plans as a "\$15 Million Contributor," is also considered a "\$15 Million Contributor."

- (ii) 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 covered by this Agreement:

Active Employees Fund

Medical (Premium Rate)^{3,4}:

	\$6.363 per hour effective October 1, 2021;
	\$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:	\$0.30 per hour
Dental:	\$0.051 per hour
Vision:	\$0.02 per hour

Pension Plan \$1.8065 per hour

- (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.*,

³ The Premium Rate applies to Employers other than "\$15 Million Contributors" in recognition of the disproportionate level of Post '60s and Supplemental Market contributions made to the Motion Picture Industry Pension and Health Plans by those Employers which qualify as "\$15 Million Contributors."

⁴ The Health Plan contribution rate to the Active Employees Fund for medical coverage includes the thirty and one-half cents (\$0.305) hourly contribution that the bargaining parties agreed during the 2012 negotiations would be paid to the Health Plan, rather than to the Individual Account Plan as had been required under prior Agreements.

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 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.

- (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.

5. INDIVIDUAL ACCOUNT PLAN

- (a) Effective October 1, 2021, the Employer shall contribute to the Individual Account Plan:

On behalf of 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), 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; and

On behalf of each Casting Director employed by the Employer under this Agreement, five percent (5%) of the "weekly base rate," as defined below (six percent (6%) effective October 1, 2023), 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:

	10/01/21 - 9/30/24
For 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):	\$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 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)

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 May 29, 2022 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 May 28, 2022⁵ Article 5 ("Individual Account Plan") of the 2018 Casting Directors Agreement shall apply to Associate Casting Directors employed on a television motion picture.

6. LOAN-OUT COMPANIES

During such time as an employee is engaged by a borrowing Employer through the employee's loan-out company, the borrowing Employer shall make pension and health contributions directly to the Motion Picture Industry Health and Pension Plan on behalf of the employee so employed. Contributions may not be made by loan-out companies. The parties acknowledge that the Employer's policy concerning the engagement of an employee through a loan-out company may change and that nothing herein shall obligate the Employer to engage an employee through a loan-out company.

7. MINIMUM WAGE RATES

- (a) 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.

⁵ See footnote 1.

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 compensated 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)⁶ 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)⁷ 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.

- (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

⁶ See footnote 1.

⁷ See footnote 1.

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.

8. PAYMENT ON A WEEKLY BASIS

Payment for services performed in the payroll week beginning on Sunday and ending on the following Saturday shall be made on Thursday of the following payroll week (holiday weeks excluded). The regular pay day will be on Friday for employees working on distant location. The parties confirm that any day worked by an employee in a partial workweek may be prorated at the rate of one-fifth (1/5) of the weekly rate for each day worked.

9. HOLIDAYS

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).

The recognized holidays for Casting Directors and Associate Casting Directors working on productions based in Los Angeles shall be New Year’s 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.

The recognized holidays for Casting Directors and Associate Casting Directors working on productions based in New York shall be New Year’s

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.

In the event that the Employer requires an Associate Casting Director to work on a holiday, he or she 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 employed on a weekly basis. Pay for holidays worked and overtime shall not be compounded. The Associate Casting Director must secure advance approval from the Employer's designated representative to work on a holiday.

10. OFFICE SPACE, EQUIPMENT AND PAYROLL SERVICE FEES

The 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.

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)⁸ under

⁸ 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

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.

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.

12. FACILITY ACCESS

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such pass will permit driving the Representative's car onto the Employer's studio, provided such is the custom and practice. The Business Representative shall be permitted to visit any portion of the studio

Casting Directors who negotiate an episodic fee are subject to Sideletter No. 3 ("Casting Directors on Multi-Camera Series").

necessary for the proper conduct of the business of the Union during working hours.

13. ESTABLISHMENT OF LABOR-MANAGEMENT COMMITTEE

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 who are capable of effecting modifications to an Employer's practices when necessary.

14. UNION SECURITY

- (a) Each and every employee subject to this Agreement shall become and remain a member in good standing of either Studio Transportation Drivers, Local 399 or Theatrical Drivers and Helpers of Local Union 817 on the thirtieth day following his first day of employment or the effective date of this Agreement, whichever is the later. The foregoing requirements of union membership as a condition of employment shall be subject to the obligations of the parties under the law.
- (b) Within a reasonable time, but not to exceed three (3) business days after receipt of written notice from the appropriate Local Union that any such then-employed employee is not a member as above required, and that such employee has been so notified, in writing, prior to such notice to Employer, the Employer shall discharge any such employee who fails to remedy such default within said three (3) business days after Employer receives such notice. The Employer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

- (c) Employer agrees to inform the appropriate Union within fourteen (14) business days of a newly-hired employee covered by this Agreement. Such notice will include the employee's full name, address and social security number.
- (d) Employees of Employer who heretofore have been members of one of the Unions, no matter what their current membership status, shall be deemed in compliance with this Article by the payment of the periodic dues uniformly required of other members classified as Casting Directors.
- (e) In case of repeal or amendment of the Labor Management Relations Act of 1947, or in case of new legislation rendering permissible any union security to the Unions greater than that specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu hereof.

15. NO-STRIKE AND NO LOCK-OUT PROVISION

Each of the Unions agrees, during the existence of this Agreement, unless the Employer fails to comply with an arbitration award, not to strike against, picket or boycott the Employer for any reason whatsoever, and to order its members to perform their obligations to the Employer hereunder and to use its best efforts to get the employees to perform such obligations. The Employer agrees not to engage in any lockout unless the Union fails to comply with an arbitration award. However, the Employer's or Union's properly-served notice to the other party of its intention to attempt to set aside an arbitration award in a court of competent jurisdiction (including continuation through the appropriate appeals procedure) shall not constitute failure to comply with said award.

The Employer will not discipline any employee covered by this Agreement because of his refusal as an individual to cross a picket line, providing that when such picket line is established within that area of this Agreement administered by Local 399, such picket line must have been sanctioned by the Joint Council of Teamsters, No. 42.

No employee covered by this Agreement shall be required by the Employer to go through any picket line when there is actual and imminent danger of bodily harm to the employee.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent in the payment of its contributions to the Health or Pension Plans created under this Agreement, in accordance with the rules and regulations of the Trustees or Directors of such Plans, after the Secretary-Treasurer of the appropriate Local Union has given seventy-two (72) hours' written notice (excluding Saturdays, Sundays and holidays) to the Employer specifically identifying such delinquent payments, the Local Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting from such delinquent payments. This means that a delinquent employer would be responsible for any loss of health or pension benefits which occurs to a claiming employee as a result of the specified delinquencies. It is further understood that no claim could be made under this Article for wages not earned by employees because of job action by the Local Union as applied to any delinquent employer hereunder as a result of specified delinquencies.

16. GRIEVANCE AND ARBITRATION PROCEDURE

- (a) Disputes concerning the interpretation or application of the provisions of the collective bargaining agreement are subject to grievance and arbitration, except as otherwise provided in the Agreement.⁹ Disputes concerning unpaid salaries or other monies due under personal services agreements are also subject to grievance and arbitration.
- (b) All claims must be reduced to writing, setting forth the specific facts establishing a violation, the date of the violation and the amount of money at issue. Such writing must be delivered to the opposing party within thirty (30) days from the date the grievant knows of the claim or should have known of the claim, whichever is earlier, but in no

⁹ Any disputes described in this subparagraph (a) that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to the grievance and arbitration procedures in this Article 16.

case more than sixty (60) days after the date of the event giving rise to the grievance.

- (c) No later than ten (10) days after delivery of the written claim, the authorized representatives of the parties to the grievance shall meet to discuss the matter and attempt to settle the claim.
- (d) If settlement cannot be achieved, then the grievant may choose to pursue arbitration by delivering a claim for arbitration no later than twenty-five (25) days after the grievant delivered the initial written claim.
- (e) Failure to file a claim within the time limits specified in subparagraph (b) above or to refer a claim to arbitration within the time limits specified in subparagraph (d) above shall result in a waiver of the claim. Any of the time limits herein may be extended by mutual agreement of the parties.
- (f) A panel of arbitrators shall be established to hear and determine claims hereunder.
- (g) Disputes involving a violation of the no-strike provision in Article 15 above may be submitted to expedited arbitration within seventy-two (72) hours (or as soon thereafter as an arbitrator is available) after the other party receives the demand for expedited arbitration. Absent agreement by the parties to an arbitrator, the arbitrator shall be the first available for a hearing selected from the following panels: (i) for Los Angeles: Fred Horowitz, Fred Kuperberg, Jonathan Monat, Kenneth Perea, Michael Prihar and Barry Winograd; and (ii) for New York: Howard Edelman. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. There shall be no post-hearing briefs.

17. “PROFESSIONAL,” “EXECUTIVE” AND/OR “ADMINISTRATIVE” CAPACITY

The Unions and the Employer agree that Casting Directors are employed by the Employer in a "professional," "executive" and/or "administrative" capacity within the meaning of applicable state and federal wage and hour laws. The Unions and the Employer further agree that Associate Casting Directors may be employed by the Employer in a "professional," "executive" and/or "administrative" capacity within the meaning of applicable state and federal wage and hour laws.

18. NON-DISCRIMINATION

The parties to this Agreement agree that there shall be no discrimination due to sex, sexual orientation, age, race, creed, color or national origin or any other basis protected by applicable federal, state or local laws, rules or regulations under this Agreement. Any alleged violation of this provision, other than those disputes described in the asterisked footnote to Article 16(a), shall not be subject to grievance and arbitration.

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.

20. MANAGEMENT RIGHTS

Except to the extent expressly and specifically limited by the provisions of this Agreement, the Employer retains all rights, powers, privileges, authority, responsibilities and functions of management, including the right

of staffing and assignment, the right to contract out work covered hereunder and the right to establish or modify policies and procedures.

21. HARASSMENT PREVENTION AND OTHER TRAINING

Employees must complete harassment prevention training 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 the Reporting Child Abuse and Neglect Training course through CSATF.

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 training, the Employer shall not be obligated to call or continue to employ such employee.

22. CONTRACT SERVICES ADMINISTRATION TRUST FUND

Employer shall contribute to Contract Services Administration Trust Fund \$0.092 per hour for each hour worked by an employee under this Agreement. 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.

23. CALIFORNIA SICK LEAVE

- (a) 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. (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 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, 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) 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 (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 during each year of employment as defined by the Employer in advance.
- (c) 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 his straight

time hourly rate. For employees employed on a weekly 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 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 his right to paid sick leave.

- (d) 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.”¹⁰ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.
- (e) 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) 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 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 as

¹⁰ “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.

provided in subparagraph (a) above. Employer also shall notify the Union of the name and contact information of the designated Employer representative.

- (g) Any Employer that has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, 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 his or her right to use paid sick leave.
- (h) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein.

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 Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); the Cook County Earned 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); 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.

25. **DIVERSITY, EQUITY AND INCLUSION**

- (a) **Statement of Commitment:** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Employers 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, Employers, 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 Employers, 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 Employers and the Unions to obtain information about the personal characteristics of their employees and membership through voluntary self-identification. The Unions and the Employers 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 an Employer, including when members are completing new membership paperwork for a Union or start paperwork for an Employer. The Unions further agree to share with the AMPTP or an Employer any diversity statistics that they currently possess or develop in the future, upon request, no more frequently than twice per year. An Employer 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.

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED IN THE PREAMBLE TO THIS AGREEMENT

By:  Date: May 22, 2024

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

By:  Date: 05/20/24

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: 5/20/24

SIDELETTER

As of October 1, 2008

Leo Reed
Secretary Treasurer
Studio Transportation Drivers, Local #399
P.O. Box 6017
4747 Vineland, #E
North Hollywood, California 91603

Thomas J. O'Donnell
Secretary-Treasurer
Teamsters, Local #817
1 Hollow Lane, #309
New Hyde Park, NY 11042

Re: Scope of Agreement


Dear Leo and Tom:


Notwithstanding the provisions of Article 1, "Scope of Agreement," the Employer, in its sole discretion, may elect to cover under this Agreement Freelance Casting Directors and Freelance Associate Casting Directors employed within the geographic areas identified in the first paragraph of Article 1 on other types of productions not referred to in that paragraph.

Sincerely,


Carol A. Lombardini
Acting President

ACCEPTED AND AGREED:


Leo Reed, Local #399


Thomas J. O'Donnell, Local #817

SIDELETTER NO. 2

As of October 1, 2015

Steve Dayan
Secretary-Treasurer
Studio Transportation Drivers, Local #399
P.O. Box 6017
4747 Vineland, #E
North Hollywood, California 91603

Thomas O'Donnell Jr.
President
Teamsters, Local #817
127 Cutter Mill Road
Great Neck, New York 11021

Re: Casting Directors in Episodic Television

Dear Steve and Tom:

During the 2015 negotiations, the Unions raised a concern about the manner in which Casting Directors employed in episodic television are compensated for the work that they perform. Specifically, the concern expressed was that some Casting Directors have been asked to perform more than de minimis services outside the scope of their personal services agreements for which no compensation has been negotiated.

A Casting Director shall not be required to provide services that fall outside the scope of the Casting Director's personal services agreement without additional compensation. The Casting Director is entitled to negotiate with the Employer for those additional services.

The Casting Director shall advise the Employer's Head of Casting of any request to perform services that falls outside the scope of the Casting Director's personal services agreement. It is understood that the Employer may decide not to authorize the requested work.

None of the foregoing applies if the Casting Director's personal services agreement already provides compensation for the requested services, such as if the services are within the scope of the negotiated episodic fee or a bonus or other fee applies to those services. In those situations, no additional compensation is required. It is also understood that no additional compensation is required if the Employer and Casting Director agree to change the dates that such services are to be rendered.

Only disputes concerning whether the personal services agreement covers the services requested or whether the Employer failed to negotiate with the Casting Director as required herein shall be subject to the grievance and arbitration procedure under Article 16 of the Agreement; provided, however, that if a dispute resolution procedure is set forth in the Casting Director's personal services agreement, that procedure shall apply to such disputes.

As of October 1, 2015

Page 2

Please signify your concurrence with the foregoing by counter-signing this letter below and returning the same to me.

Sincerely,



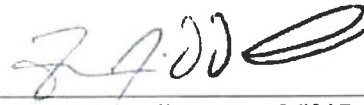
Carol A. Lombardini

President

ACCEPTED AND AGREED:



Steve Dayan, Local #399



Thomas O'Donnell Jr., Local #817

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

SIDELETTER NO. 3

As of October 1, 2021

Lindsay Dougherty
Secretary-Treasurer
Studio Transportation Drivers, Local 399
P.O. Box 6017
4747 Vineland, #E
North Hollywood, California 91603

Thomas O'Donnell Jr.
President
Teamsters, Local 817
127 Cutter Mill Road
Great Neck, New York 11021

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 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 (1/5th) 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.

As of October 1, 2021

Page 2

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.

Sincerely,




Carol A. Lombardini
President

ACCEPTED AND AGREED:



Lindsay Dougherty, Local 399



Thomas O'Donnell Jr., Local 817

SIDELETTER NO. 4

As of October 1, 2018

Steve Dayan
Secretary-Treasurer
Studio Transportation Drivers, Local #399
P.O. Box 6017
4747 Vineland, #E
North Hollywood, California 91603

Thomas O'Donnell Jr.
President
Teamsters, Local #817
127 Cutter Mill Road
Great Neck, New York 11021

Re: Safety

Dear Steve and Tom:

During the 2018 Casting Director negotiations, the parties agreed to the importance of maintaining a safe work environment during the casting process. Casting Directors and Associates are encouraged to direct any safety or harassment concerns to their Employer. The Employer agrees to discuss such concerns with the Casting Director/Associate to find an appropriate solution on a case-by-case basis.

Sincerely,

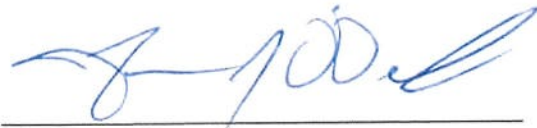


Carol A. Lombardini
President

ACCEPTED AND AGREED:



Steve Dayan, Local #399



Thomas O'Donnell Jr., Local #817