

January 7, 2019

**MEMORANDUM OF AGREEMENT BETWEEN  
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS,  
ON THE ONE HAND, AND STUDIO TRANSPORTATION DRIVERS, LOCAL #399,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AND THEATRICAL, RADIO,  
TELEVISION, FIELD EQUIPMENT, SOUND TRUCKS, MOTION PICTURE, FILM,  
EXHIBITION, AND ORCHESTRA CHAUFFEURS AND HELPERS, LOCAL #817,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ON THE OTHER HAND  
(CASTING DIRECTORS)**

---

This Memorandum of Agreement is entered into between Studio Transportation Drivers, Local #399, International Brotherhood of Teamsters, and Theatrical, Radio, Television, Field Equipment, Sound Trucks, Motion Picture, Film, Exhibition, and Orchestra Chauffeurs and Helpers, Local #817, International Brotherhood of Teamsters, on the one hand (hereinafter "the Union" or "the Unions"), and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of the companies listed on Exhibit "A" attached hereto (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers"), all of which constitute a single multi-employer bargaining unit, on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language with conforming changes to be made as applicable. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

**EFFECT OF CHANGES**

All of the provisions of the current collective bargaining agreement between these parties shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the 2015 Casting Directors Agreement (hereinafter "2015 Agreement") to create the 2018 Casting Directors Agreement (hereinafter "the Agreement").

The provisions herein shall be effective as of the Sunday following notice of ratification to the AMPTP, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

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

1. **TERM OF AGREEMENT**

The term of the Agreement shall be for three (3) years, commencing on October 1, 2018 and terminating on September 30, 2021.

2. **MINIMUM WAGE RATES FOR ASSOCIATE CASTING DIRECTORS EMPLOYED ON TELEVISION MOTION PICTURES**

The minimum salary rate for Associate Casting Directors employed on television motion pictures shall be: \$17.91 per hour retroactive to September 30, 2018; \$18.45 per hour effective September 29, 2019; and \$19.00 per hour effective October 4, 2020.

3. **INDIVIDUAL ACCOUNT PLAN**

In Article 5, increase the “weekly base rate” for purposes of calculating the percentage contribution to the Individual Account Plan on behalf of Associate Casting Directors from \$800 per week to \$900 per week retroactive to September 30, 2018 and to \$1,000 per week effective September 29, 2019.

*Make conforming changes.*

4. **PENSION AND HEALTH PLAN**

a. *Modify subparagraphs (a) and (b) of Paragraph 4 (“Pension and Health Contributions”) 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 September 30, 2018 through September 30, 2021 on behalf of Casting Directors and Associate Casting Directors covered by this Agreement:

Active Employees Fund

Medical (Basic Rate):

\$4.313<sup>1</sup> effective September 30, 2018;

\$4.413 effective September 29, 2019;

\$4.513 effective October 4, 2020;

---

<sup>1</sup> The Health Plan contribution rate to the Active Employees Fund for medical coverage of \$4.113 per hour 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.

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) 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 September 30, 2018 ~~October 1, 2015~~ through September 30, 2021 ~~2018~~ on behalf of Casting Directors and Associate Casting Directors covered by this Agreement:

Active Employees Fund

Medical (Premium Rate):<sup>2</sup>

\$4.863 ~~\$4.113~~ per hour<sup>3</sup> effective September 30, 2018;

\$5.613 effective September 29, 2019;

\$6.363 effective October 4, 2020

Dental:        \$0.187 per hour

Vision:       \$0.05 per hour

---

<sup>2</sup> 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.”

<sup>3</sup> The Health Plan contribution rate to the Active Employees Fund for medical coverage of ~~\$4.113~~ per hour 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.

Retired Employees Fund

Medical: \$0.30 per hour  
Dental: \$0.051 per hour  
Vision: \$0.02 per hour

Pension Plan ~~\$1.2665 per hour effective October 1, 2015;~~  
~~\$1.4465 per hour effective October 4, 2015;~~  
~~\$1.6265 per hour effective October 2, 2016;~~  
~~\$1.8065 per hour effective October 1, 2017~~

“(iii) 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.

“(b) Commencing with the quarter ending September 30, 2018~~2~~ 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.”

*Make conforming changes.*

- b. The bargaining parties agree to recommend to the Directors of the Pension Plan (and the Individual Account Plan as applicable) that the pension improvements set forth in Item 3.b. ("13th and/or 14th Checks") of the Teamsters, Local #399 Memorandum of Agreement dated October 10, 2018 ("399 MOA") and the provisions in Item 3.d. ("Requirement that the Pension Plan be in the Green Zone for Contingent Pension Benefit Increases after 2021"), all of which were negotiated for the bargaining units under the IATSE Basic Agreement and the Basic Crafts Agreements, shall likewise apply to the Casting Directors' bargaining unit.

5. **CASTING DIRECTORS IN EPISODIC TELEVISION PAID ON AN EPISODIC FEE BASIS**

*Add a Sideletter No. 3 to the Agreement to provide as follows:*

“[Address blocks omitted]

**“Re: No Reduction in Weekly Payment for Casting Directors Paid on an Episodic Fee Basis in Series Television When Services Required by Employer Extend Beyond Anticipated Employment Period**

“Dear Steve and Tom:

“During the 2018 negotiations, the Unions raised a concern about Casting Directors employed on series television on an episodic fee basis when the Casting Director’s employment period extends beyond the time period initially anticipated for the ordered episodes and the Casting Director’s contract calls for no additional compensation for the extended employment period. In that circumstance, the weekly payment to the Casting Director has sometimes been reduced to account for the additional period of employment for those episodes.

“In practice, the Employer and the Casting Director negotiate an episodic fee for Casting Director services on a 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.

“As a result of discussions during the 2018 negotiations, 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 effective for contracts entered into thirty (30) days after the AMPTP receives notice of ratification of the 2018 Agreement, 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.

“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 the same to me.

[Signature blocks omitted]”

*Make conforming changes.*

**6. START PAPERWORK**

*The AMPTP shall issue the following Notice re Start Paperwork to Producers on the Authorization List for the 2018 Casting Directors Agreement:*

**“NOTICE TO PRODUCERS SIGNATORY TO THE 2018 CASTING DIRECTORS, LOCALS #399 AND #817 AGREEMENT:**

“During the 2018 Casting Director negotiations, the parties discussed the distribution of start paperwork to Casting Directors when employed on pilots and at the start of a season of a series. The Casting Directors advised that their receipt of start paperwork on such productions may be delayed, impacting the payment of wages for them and Associate Casting Directors.

“To address these concerns, each Employer agrees to review its practices in providing start paperwork to Casting Directors and undertake any modifications necessary to provide that paperwork to Casting Directors prior to or immediately upon the commencement of services. Likewise, each Employer agrees to review its payroll processing function to ensure timely processing of payroll for Casting Directors and Associates.”

7. **SAFETY**

*Add the following Sideletter to the Agreement:*

**“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.”

8. **DIVERSITY AND INCLUSION**

*Modify Article 13 as follows:*

**“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.”

9. **CSATF CONTRIBUTION**

*Add a new Article to the Agreement as follows:*

**“ CONTRACT SERVICES ADMINISTRATION TRUST FUND**

“Effective September 30, 2018, the Employer shall contribute to Contract Services Administration Trust Fund \$0.082 per hour (\$0.092 effective October 4, 2020) 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.”

10. **HOUSEKEEPING - SICK TIME LAWS**

*Update Article 23 as follows:*

**“23. WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS**

“The Unions expressly waive, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 et seq.) of 2013; the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); the Sick Leave for Private Employees Ordinances of Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; ; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); Trenton, New Jersey (Ordinance No. 14-45) and Elizabeth, New Jersey (Ordinance No. 4617); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Unions and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”



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

By:  Date: January 25, 2019  
Carol Lombardini, President

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

By:  Date: 1/10/19  
Steve Dayan, 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: 1/10/19  
Thomas J. O'Donnell, President

## EXHIBIT "A"

1440 Productions LLC  
40 North Productions, LLC

Abominable Pictures, Inc.  
ABC Studios New York, LLC  
Adobe Pictures, Inc.  
Alive and Kicking, Inc.  
Alcon Entertainment LLC  
Ambient Sounds Productions LLC  
American Summer Productions, Inc.  
Arcraft Productions, Inc.

Backlight Productions LLC  
Base Light Productions LLC  
BCB Productions LLC  
Big Beach LLC  
Big Indie Pictures, Inc.  
Birthright Productions LLC  
Blink TV, LLC  
Blue Cat Productions, LLC  
Bojack Productions LLC  
Bonanza Productions Inc.

Camdrew Productions LLC  
Carnival Row Productions, LLC  
CBS Films Inc.  
CBS Studios Inc.  
Classic Films Inc.  
Columbia Pictures Industries, Inc.  
Company Prime, LLC  
Crown City Pictures Inc.

DSY Productions, LLC  
DW Dramatic Television L.L.C.  
DW SKG TV L.L.C.  
DW Studios Productions L.L.C.  
Dyminium Productions, LLC

Egregious Entertainment, LLC  
Eye Productions Inc.

FLG Productions LLC  
Focus Features  
Focus Features Productions LLC  
Frank + Bob Films II, LLC  
Full Frontal, LLC  
FWC Productions LLC

Ghost Light Movie LLC  
GWave Productions, LLC

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

JMX, LLC  
Jax Media LLC  
Jay Squared Productions LLC

Kapital Productions, LLC  
Kelley Productions, Inc.  
Kenwood TV Production, Inc.  
Kiki Tree Pictures Inc.

Lakeshore Entertainment LLC  
Legendary Alameda Productions, LLC  
Legendary Features Productions US, LLC  
Legendary Pictures Funding, LLC  
Legendary Pictures Productions, LLC  
LGTV Productions, Inc.  
Lions Gate Productions, LLC  
Louisiana Premiere Productions LLC

Marvel Film Productions, LLC  
Marvel Picture Works, LLC  
Main Gate Productions LLC  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM Television Entertainment Inc.  
Milk Street Productions, LLC  
Minim Productions, Inc.  
Mountainair Films Inc.  
Mutiny Pictures Inc.

Nadia Productions LLC  
Narwhal Movie LLC  
New Line Productions, Inc.  
New Regency Productions, Inc.  
Next Step Productions LLC  
NM Talent Inc.  
NS Pictures, Inc.  
NWT, LLC

Olive Productions, LLC  
Olive Avenue Productions LLC  
Open 4 Business Productions LLC  
Orange Cone Productions LLC  
Orchard Road Productions, LLC

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Paramount Pictures Corporation  
Patch Bay Productions LLC  
Perdido Productions, Inc.  
Picrow, Inc.  
Picrow Features Inc.  
Picrow Streaming Inc.  
PP21 Productions LLC  
Proximity Productions LLC

Random Pictures Inc.  
Reductress TV LLC  
Remote Broadcasting, Inc.  
Reunion 2017 LLC  
Ruff Draft Productions, LLC

S & K Pictures, Inc.  
Salty Pictures, Inc.  
Scope Productions, LLC  
Search Party Productions, LLC  
Skydance Pictures, LLC  
Sony Pictures Television Inc.  
Spalding Laboratories, Inc.  
Stalwart Films, LLC  
Storyteller Productions Co., LLC  
Stu Segall Productions, Inc.  
STX Animation, LLC  
STX Productions, LLC

That's Fantastic, LLC  
Thoughtful Productions, LLC  
Tiny Tot Productions, Inc.  
Touchstone Television Productions, LLC  
dba ABC Studios  
TriStar Productions, Inc.  
Truth Shall Rise, LLC  
Turner North Center Productions, Inc.  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation

Undiscovered North American Ape Pictures,  
Inc.  
Universal Cable Productions LLC  
Universal City Studios LLC

WAG Pictures Inc.  
Walt Disney Pictures  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Specialty Productions Inc.  
Wiip Productions, LLC (fka Tornado  
Productions, LLC)  
Woodridge Productions, Inc.  
Woodrow House Productions LLC

YNFS Productions LLC