

**2018**

**TEAMSTERS LOCAL #399  
CASTING DIRECTORS AGREEMENT**

**Effective October 1, 2018 – September 30, 2021**

**AGREEMENT OF OCTOBER 1, 2018 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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**TABLE OF CONTENTS**

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1.	SCOPE OF AGREEMENT .....	3
2.	RECOGNITION .....	3
3.	TERM OF AGREEMENT .....	4
4.	PENSION AND HEALTH CONTRIBUTIONS .....	4
5.	INDIVIDUAL ACCOUNT PLAN .....	6
6.	LOAN-OUT COMPANIES .....	6
7.	MINIMUM WAGE RATES .....	7
8.	PAYMENT ON A WEEKLY BASIS .....	7
9.	HOLIDAYS .....	7
10.	OFFICE SPACE, EQUIPMENT AND PAYROLL SERVICE FEES .....	8
11.	INDIVIDUAL NEGOTIATIONS .....	8
12.	FACILITY ACCESS .....	8
13.	ESTABLISHMENT OF LABOR-MANAGEMENT COMMITTEE .....	8
14.	UNION SECURITY .....	9
15.	NO-STRIKE AND NO LOCK-OUT PROVISION .....	9
16.	GRIEVANCE AND ARBITRATION PROCEDURE .....	10
17.	“PROFESSIONAL,” “EXECUTIVE” AND/OR “ADMINISTRATIVE” CAPACITY ..	11
18.	NON-DISCRIMINATION .....	11
19.	NEW MEDIA .....	12
20.	MANAGEMENT RIGHTS .....	12
21.	HARASSMENT PREVENTION TRAINING .....	12
22.	CONTRACT SERVICES ADMINISTRATION TRUST FUND .....	12
23.	CALIFORNIA SICK LEAVE .....	12

24.	WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS .....	15
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**SIDELETTERS**

NO. 1 RE SCOPE OF AGREEMENT .....	17
NO. 2 RE CASTING DIRECTORS IN EPISODIC TELEVISION. ....	18
NO. 3 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 .....	20
NO. 4 RE SAFETY.....	22

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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 1<sup>st</sup> day of October, 2018 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:

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.  
Artcraft 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

**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 or live action prime time television motion pictures.

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.

**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, 2018 and shall terminate on September 30, 2021. 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 January 13, 2019 (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 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) <sup>1</sup> :	\$4.313 per hour effective September 30, 2018; \$4.413 per hour effective September 29, 2019; \$4.513 per hour effective October 4, 2020;
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

<u>Pension Plan</u>	\$1.8065 per hour
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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 through September

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<sup>1</sup> 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.

30, 2021 on behalf of Casting Directors and Associate Casting Directors covered by this Agreement:

Active Employees Fund

Medical (Premium Rate)<sup>2,3</sup>: \$4.863 per hour effective September 30, 2018;  
\$5.613 per hour effective September 29, 2019;  
\$6.363 per hour effective October 4, 2020;  
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, 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 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)

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<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 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.



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

Effective September 30, 2018, the Employer shall contribute to the Individual Account Plan:

On behalf of each Associate Casting Director employed under this Agreement, four percent (4%) of the "weekly base rate," as defined below, for each full workweek of employment; and

On behalf of each Casting Director employed under this Agreement, five percent (5%) of the "weekly base rate," as defined below, 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:

	<b>9/30/18- 9/30/21</b>
For Casting Directors employed on theatrical motion pictures:	\$3,080/week
For Casting Directors employed on television motion pictures:	\$2,550/week
For Associate Casting Directors employed on television or theatrical motion pictures:	\$900/week effective September 30, 2018 (\$1,000/week effective September 29, 2019)

The "weekly base rate" shall be prorated at the rate of one-fifth of said amount for each day worked when the Casting Director or Associate Casting Director is employed for less than a full workweek.

**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**

Salaries for all Casting Directors and for Associate Casting Directors employed on theatrical motion pictures will be subject to individual negotiation. Casting Directors shall be engaged on an "on call" basis. Associate Casting Directors employed on theatrical motion pictures may be employed on an "on call" basis or on an hourly basis.

Associate Casting Directors employed on television motion pictures shall be compensated at no less than the minimum wage rate of \$17.91 per hour effective September 30, 2018 (\$18.45 per hour effective September 29, 2019; and \$19.00 per hour effective October 4, 2020).

Overtime for Associate Casting Directors employed on television motion pictures 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. 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.

**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.

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.

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.

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**

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.

**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 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.<sup>4</sup> Disputes concerning unpaid salaries or

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<sup>4</sup> 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 procedure in

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 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: Joel Grossman, Fred Horowitz, Gordon Krischer, Fred Kuperberg, Jonathan Monat, 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

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this Article 16.

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**

Should the Unions so request, the Producers agree to discuss new media issues with the Unions during the term of this Agreement.

**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 TRAINING**

Employees must complete harassment prevention training to be administered by Contract Services Administration Trust Fund ("CSATF") within six (6) months after implementation of the program for this bargaining unit by CSATF and every two (2) years thereafter as may be required. 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. Should an employee fail to successfully complete the training, the Employer shall not be obligated to call or continue to employ such employee.

**22. 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.

**23. CALIFORNIA SICK LEAVE**

- (a) Accrual. Commencing July 1, 2015, 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 (90<sup>th</sup>) 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."<sup>5</sup> 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 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.

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<sup>5</sup> "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.

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

The Unions expressly waive, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the 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 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 IN THE PREAMBLE TO THIS AGREEMENT**

By: \_\_\_\_\_



Date: \_\_\_\_\_

May 26, 2018

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

By:  Date: 5/10/19

**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: 5/20/19

**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:**

 8/13/09  
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. Lombardino

President

**ACCEPTED AND AGREED:**



Steve Dayan, Local #399



Thomas O'Donnell Jr., Local #817

### SIDELETTER NO. 3

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: 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 ("Payment on a Weekly Basis").

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 on or after February 8, 2019 (which date is thirty (30) days after the AMPTP received 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

As of October 1, 2018

Page 2

circumstances on those series. Both the episodic fee and the time period which that fee is to cover remain subject to individual negotiation.

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

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

Sincerely,



Carol A. Lombardini  
President

**ACCEPTED AND AGREED:**



Steve Dayan, 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