

June 28, 2023

**STUDIO TRANSPORTATION DRIVERS  
LOCAL UNION NO. 399 OF  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
AND  
ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS, INC.**

**MEMORANDUM OF AGREEMENT  
Drivers, Wranglers and Animal Handlers & Trainers**

This Memorandum of Agreement (“MOA”) is entered between the Studio Transportation Drivers Local Union No. 399 of the International Brotherhood of Teamsters (“Local 399” or “Union”), on the one hand, and the Association of Independent Commercial Producers, Inc. (“AICP”), on behalf of the commercial and promo production companies that have consented or hereafter consent to be bound by the collective bargaining agreement negotiated between Local 399 and AICP (individually, “Employer,” and collectively, “Employers”), on the other hand. Together, Local 399 and the Employers will be referred to as the “Parties.”

The Parties have met and reached a tentative agreement for a successor to their existing 2022-2023 collective bargaining agreement covering drivers, wranglers and animal handlers, and trainers. Such successor collective bargaining agreement shall contain the provisions of the 2022-2023 agreement (which, in turn, modified the Parties’ 2017 collective bargaining agreement), except as modified below. This tentative agreement is subject to ratification by the bargaining unit’s membership.

Underlined text indicates new language. Strikethrough text indicates deleted language. Bracketed text is for reference but will not appear in the agreement.

**1. Term**

Three-year contract: July 1, 2023, through June 30, 2026.

All new terms of the agreement to be effective thirty days following notice to AICP of ratification.

**2. Wages**

- Year 1 (*i.e.*, 30 days following ratification) July 30, 2023:
  - Eliminate the Driver B (Occ. Code 9620) and Driver C (Occ. Code 9612) classifications in the wage table. All drivers under those classifications to be classified under Driver Class A (Occ. Code 9621).

- For the positions Dog Handler (Occ. Code 9693), Wrangler (pick up) (Occ. Code 9663), Driver/Wrangler (Occ. Code 9662), Wrangler (Occ. Code 9651), Driver Class A (Occ. Code 9621): raise the scale rate to \$52.29 per hour
- Transportation Captains (Occ Code 9600): raise the scale rate to \$61.13 per hour
- For all other occupation codes, with the exception of Hyphenate, a one-time 3% economic recovery adjustment, and a 3% increase to the scale rate
- Year 2 (*i.e.*, June 30, 2024): for all occupation codes except Hyphenate, 4% increase to scale rate
- Year 3 (*i.e.*, June 29, 2025): for all occupation all codes except Hyphenate, 4% increase to scale rate
- Hyphenates: \$13 enhanced pay (*i.e.*, \$13 per hour in addition to the higher of the two rates for the classifications being worked)

### 3. Call Time Notice

- Add a subsection (b) to Article XVI – Rest Periods that provides the following:

“An employee who is not informed of their call time at least eight (8) hours prior to their start time for the following day of shooting will be paid a penalty equal to their straight time rate in 15-minute increments for all invaded hours.”

### 4. Low Budget Productions

- Amend the third paragraph of footnote 2 of Article I accordingly:

“A Low Budget Commercial is defined as a commercial whose costs (excluding "Editorial and Finishing", "Talent Costs & Talent Expenses) as set forth in the AICP Film Production Cost Summary does not exceed ~~\$100,000~~ \$150,000 per shoot day and the total cost does not exceed ~~\$500,000.00~~ \$700,000. For Low Budget Commercials, wages shall be individually negotiated and contributions to the MPIPHP shall be based on hours worked or guaranteed and the IAP shall be based on scale wages.”

### 5. Transportation Captains

- A. Change the name of the title and occupation code of the “Gang Boss” position to “Transportation Captain.” Change “Gang Boss” to Transportation Captain” throughout agreement.
- B. Amend Article V(c) accordingly:

“(c) The Transportation ~~Gang Boss~~ Captain shall (1) supervise all job classifications covered under this Agreement, including implementing the meal breaks of non-hyphenated bargaining unit employees as designated by Employer, (2) clear with the Union all drivers, wranglers, animal trainers, animal handlers and location scouts/managers to be hired for a commercial (including individuals to be hired after the production has started),<sup>[footnote omitted]</sup> and (3) supervise the parking of all rolling stock. When clearing with the Union all bargaining unit employees, ~~Gang Bosses~~ Transportation Captains must give notice of such hires no later than the first two hours from the call time on the first day of the shoot or within two hours after hired if hired after the first day of the shoot.”

C. Amend Article V(d) accordingly:

“(d) While performing services covered by this Agreement, the Transportation ~~Gang Boss~~ Captain may not also work for Employer in any other job classification not covered by this Agreement (e.g., such Transportation ~~Gang Boss~~ Captain may not be a driver/grip or driver/electrician). The Transportation ~~Gang Boss~~ Captain shall not be assigned to a piece of covered equipment on production but may relieve another employee on a temporary basis ~~drive or operate exempt equipment, including, but not limited to, Production Vans (400 AMP Generator Minimum), Motorhomes, Chapman Cranes, Honeywagons, Camera Cars, etc. (See Appendix “B”).~~ A Transportation ~~Gang Boss~~ Captain may not simultaneously work on two (2) or more productions.”

## 6. Grievance Procedure

- Amend Article XII accordingly:

“Any dispute between the Employer on the one hand and Local 399 on behalf of itself or an affiliated Local Union and/or any covered employee(s) on the other hand concerning the interpretation and/or application of this Agreement which cannot be initially resolved between the parties shall be referred to the designated representatives of Local 399 and AICP for resolution. Such representatives will meet within ten (10) days of the referral and the party responding to the grievance will provide a written response to the grievance within ten (10) days of the meeting. If the parties are unable to resolve the matter, it may be submitted to arbitration by either Local 399 or the Employer. If an arbitrator cannot be mutually selected, then one shall be selected by lot from an arbitration panel obtained from ~~the Federal Mediation and Conciliation Service~~ the American Arbitration Association. The arbitrator and parties shall follow the labor arbitration rules of the American Arbitration Association. Any claim not reduced to writing and submitted to the other party within forty-five (45) calendar days following the incident giving rise to the claim or within forty-five (45) calendar days after the affected employee(s), Local 399 or affiliated Local Union had a reasonable opportunity to become aware of the incident, whichever is the later, but in no event more than one year after the incident, shall be deemed to be waived.”



## 8. Work Day and Minimum Call

- Amend Article XIV accordingly:

### “ARTICLE XIV - WORK DAY, WORKWEEK AND MINIMUM CALLS

“(a) A. The work-week shall be any five ~~or six consecutive~~ work days within seven consecutive days-, starting with the first day worked. For a sixth work day in the workweek, employees shall be paid one and one-half (1½) times their regular rate. For a seventh consecutive work day in the workweek, employees shall be paid two (2) times their regular rate. Notwithstanding the foregoing, any two consecutive non-work days shall start a new workweek commencing with the next work day.

“(b) ~~(a)~~ The minimum daily work call during pre-production and production shall be eight (8) work hours.

“(c) ~~(b)~~ The minimum call on a travel-only day (when the employee is not driving) shall be four (4) hours and the maximum shall be eight (8) hours paid as a straight time allowance.”

## 9. Overtime

- Amend Article XV(a) accordingly:

“(a) The first eight (8) work hours during the first five days of a work week shall be at straight time. Work hours in excess of eight (8) on the first five days of the work week and for the first twelve (12) work hours on a sixth work day shall be paid at time and one-half. Two-and-a-half time (2.5X) shall be paid after fifteen (15) work hours on the first five days of a work week. Triple time shall be paid after eighteen (18) work hours on the first five days of a work week. Double time shall be paid after twelve (12) work hours on the first five days of the work week and for the first twelve (12) hours worked on a seventh day in a work week or on a designated holiday. Work hours beyond twelve (12) on a sixth or seventh day in a work week or on a designated holiday shall be paid at double the applicable rate for the day; e.g., 6th day - 1½X, 7th day and holidays - 2X.”

## 10. Rest Periods

- Amend Article XVI accordingly:

“There shall be a ten (10) hour rest period following all studio zone, studio and local location work assignments. There shall be a nine (9) ~~eight (8)~~ hour rest period following all overnight location assignments. If at least nine (9) ~~eight (8)~~ hours of rest are provided, the penalty for the invaded hour or portion thereof shall be paid at straight time. If at least six (6) seven (7) hours (or six (6) hours on an overnight location) of rest have been provided, the employee shall be paid on return to work at the premium rate in effect

for all invaded hours. If less than ~~six (6)~~ seven (7) (or ~~six (6)~~ six (6) on an overnight location) hours of rest have been provided, then the employee shall be called back and paid at the premium rate in effect until ~~a nine (9) hour rest period has~~ ten (10) hours (or ~~nine (9) hours on an overnight location~~ of rest have been provided.”

## 11. Meals

- Amend Article XVIII(d) accordingly:

“(d) A meal penalty allowance for delayed meals shall be computed as follows:

“First ½ hour meal delay or fraction thereof .....	<del>\$7.50</del> <u>\$10</u>
Second ½ hour meal delay or fraction thereof.....	<del>\$10.00</del> <u>\$12.50</u>
Third ½ hour or fraction thereof.....	\$15.00
Fourth ½ hour or fraction thereof.....	\$20
<u>Fifth ½ hour or fraction thereof.....</u>	<u>\$25</u>

“Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.”

## 12. Wages

- A. Amend Article XXIII(b) accordingly:

“(b) Payment of wages shall be made no less frequently than semi-monthly. Wages earned between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month shall be paid no later than the ~~twenty-fifth (25<sup>th</sup>)~~ twenty-sixth (26<sup>th</sup>) of the month; wages earned between the sixteenth (16<sup>th</sup>) and the end of the month shall be paid no later than the tenth (10<sup>th</sup>) day of the following month.

“The parties are reminded that in the State of California the failure to timely pay wages shall entitle each affected employee to liquidated damages equal to a day’s wages for each day of delay, up to a maximum of thirty (30) days pursuant to section 203 of the Labor code.”

- B. Add a new subparagraph (d) to Article XXIII – Wages that provides as follows:

“(d) Effective as soon as the Employer’s payroll company is able to provide the following detail, and as soon as possible following July 1, 2023, the Employer will include, on each paycheck of each employee, a detailed breakdown of the Employer’s contributions to the employee’s Individual Account Plan (“IAP”), as well as the number of meal penalties accrued and amount of meal penalties paid to the employee, in the payroll period covered by the paycheck.”

### 13. Locations/Travel

A. The Studio Zone referenced in Article XIX, Locations/Travel, Section (a) shall be expanded to the following location points for all employers that are not covered by the “Commercials Alternative Supplement:” Anaheim Stadium; Disneyland; the Honda Center; and Ventura Farms.

B. Amend Article XIX(b) accordingly:

“(b) When Employees are instructed to report to work at designated local production locations outside the Studio Zone (nearby locations), the travel time outside the 30-mile zone shall be paid as an allowance at the employee's regular hourly rate and such travel time shall not be included in the required rest period. Employees shall be paid mileage from the edge of the 30 mile zone to the reporting place and return calculated at the rate of the then current IRS established rate. Employees who have reported to work at a nearby location with a production vehicle who are instructed to leave the vehicle overnight shall be provided with transportation home. Such transportation may consist of a rental car. All time waiting for such transportation, including time spent traveling to another employee's home, shall be considered work time. Travel time outside the zone shall be paid as work time and subject to mileage, if applicable, per IRS standard for personal vehicles, as herein specified.

C. Amend Article XIX(g) accordingly:

“This Agreement shall establish the minimum wage rates and working conditions of drivers covered equipment and wranglers, animal trainers and animal handlers hired in Arizona, California, Hawaii and Nevada to operate automotive equipment subject to the following: In hiring Transportation Captains, drivers, wranglers, animal trainers and animal handlers outside of Los Angeles County, the Employer will give fair consideration to qualified individuals referred on a non-discriminatory basis by Local Unions affiliated with the International Brotherhood of Teamsters which have chartered jurisdiction in the geographical area or pursuant to the Area Standards Supplement, if applicable.”

### 14. Commercial Industry Administrative Fund (CIAF)

- Amend the second paragraph of the CIAF article accordingly:

“The funds of the CIAF shall not be used to support non-union productions, discourage or undermine membership in the Union, nor fund any actions adverse to the Union, and it is agreed that such adverse actions do not include the administration or negotiation of the Commercials Agreement or actions taken in the protection of provisions under these agreements, rights and remedies in any forum. The CIAF shall be funded by Producer/Employer contributions who are signatory to the ~~2022~~ 2023 Commercials Agreement in the amount equal to ~~thirty cents (\$ .30)~~ thirty-five cents (\$.35) for each hour worked or guaranteed by each

covered employee under the Commercials Agreement. This amount will increase to forty cents (\$.40) per hour worked or guaranteed effective October 1, 2023, and forty-five cents (\$.45) per hour worked or guaranteed effective October 1, 2024. The foregoing amounts of ~~thirty (\$.30) cents for each hour worked or guaranteed~~ shall be increased to the same amounts to and effective on the same dates as set forth in the then current AICP/IATSE Commercials Production Agreement.

## 15. Kit Rental

- Add a new article entitled “Reimbursement of Expenses” that provides the following:

“Reimbursement for use of a Transportation Captain’s entire kit (e.g., battery jump pack, vehicle lock-out kit, tow straps, bolt cutters, reflective triangles, jumper cables, pintle combo hitch) shall be no less than \$20.00 per work day, for shoot days only, unless supplied by the Employer.”

## 16. Appendix “A”

- Add a footnote to Occ. Code 9624 specifying that this Occ. Code includes vehicles that are pulling a generator that the driver is also operating.

## 17. Chef Assistants

- Add Chef Assistants and Chef Assistant-Drivers to the collective bargaining agreement effective May 1, 2026.
- Chef Assistants and Chef Assistant-Drivers to be non-rostered.
- Chef Assistants and Chef Assistant-Drivers to receive Black Book wage rates in effect at the time in issue (Occ. Code 3514 for Chef Assistant-Drivers, currently \$29.50/hour; and Occ. Code 3515 for Chef Assistant, currently \$24.50/hour).

## 18. Bona Fide Employers

- Add new article entitled “Bona Fide Employers” that provides as follows:

“(a) “Bona Fide Production Employer” (“BFPE”) is a production company that exercises operational control over a production covered by this Agreement. For the purposes of this section, indications of operational control include but are not limited to the following: (i) the production company is the common law employer of the employees (which may include the employees’ loan-out companies) or is an “employer” as defined by Section 2(2) of the National Labor Relations Act (29 U.S.C. § 152(2)); (ii) the employees act, at least in part, to serve the interests of the production company, or the production company otherwise controls the manner and means by which the employees render services; (iii) the production company has agreements with the stages and/or locations where production is scheduled; and (iv) the production company establishes and controls the budget.



“(b) “Commercials Alternative Supplement” is a supplement to this Agreement that includes alternative terms to those provided for in the main body of this Agreement. When the Commercials Alternative Supplement is applicable, the terms of the Commercials Alternative Supplement will apply instead of any conflicting provisions in the main body of this Agreement, including terms that the Commercials Alternative Supplement specifies are inapplicable to companies operating under the Commercials Alternative Supplement.

“(c) BFPE’s that are AICP members as of the effective date of this Agreement and who consented to be bound by this Agreement prior to such effective date or who consent to be bound within three months after such effective date; BFPE’s who become first-time members of the AICP and elect to be bound by this Agreement during the term of this Agreement; and BFPE’s who are not members of the AICP but who become signatory to the terms of this Agreement within three months of this Agreement’s effective date; will be subject to the terms of this Agreement without the Commercials Alternative Supplement. Except as provided in subparagraph (d) below, all other production companies that consented to be signatory to this Agreement will be subject to the terms of this Agreement including the Commercials Alternative Supplement.

“(d) Companies that consented to be signatory to the 2023-2026 Agreement but who do not meet the operational control requirements set forth in paragraph (a) to qualify as a BFPE may, notwithstanding such consent, on notice to the AICP and the Union given within three months of the effective date of the 2023-2026 Agreement, elect to decline to become signatory to this Agreement including the Commercials Alternative Supplement. In the absence of such election, the company shall be bound to this Agreement including the Commercials Alternative Supplement.”

- Add a “Commercials Alternative Supplement” that provides as follows:

“AICP/Teamsters Local 399  
Drivers, Wranglers and Animal Handlers & Trainers Agreement  
2023 Commercial Agreement  
Commercials Alternative Supplement

“Employers that are bound to the terms of this Commercials Alternative Supplement (“Supplement”) pursuant to Article [Z] of the Drivers, Wranglers and Animal Handlers & Trainers Agreement (“Agreement”) shall be bound by all terms of the Agreement, except as modified by this Supplement. Such employers will be referred to singularly as “Employer” in this Supplement.

“Low-Budget Productions

“The low budget provisions of the Agreement – footnote 2 of Article I and the last sentence of Article XII(c) – do not apply with respect to employers covered by this Supplement.

“Individual Account Plan

Employers covered by this Supplement are bound by Article XXII of the Agreement, entitled ‘Benefits.’ Notwithstanding anything to the contrary in that Article, contributions to the Individual Account Plan shall be no less than seven percent (7%) of the scale Regular Basic Hourly Rate of pay.

“Call Sheets

“The Employer shall email the Union at callboard@ht399.org each and every call sheet for a production.

“Locations/Travel

“The following provisions shall apply to employers covered by this Supplement in lieu of Article XIX(b) of the Agreement:

‘(b) When Employees are instructed to report to work at designated local production locations outside the Studio Zone (nearby locations), the travel time outside the 30-mile zone shall be paid as an allowance at the employee's regular hourly rate and such travel time shall not be included in the required rest period. Employees shall be paid mileage from the edge of the 30 mile zone to the reporting place and return calculated at the rate of the then current IRS established rate.’

“Chef Assistants and Chef-Assistant Drivers

“Effective January 1, 2026, the Employer recognizes Chef Assistants and Chef Assistant-Drivers as part of the bargaining unit, and will pay Chef Assistants and Chef Assistant-Drivers, effective January 1, 2026, and for the remaining term of this Agreement, the wage rate contemporaneously applicable to those classifications under the collective bargaining agreement between the Union and the Alliance of Motion Picture and Television Producers (“AMPTP”) (commonly referred to as the “Black Book”). The occupation codes under the Black Book for Chef Assistants and Chef Assistant-Drivers are, respectively, Occ. Code 3515 and Occ. Code 3514.

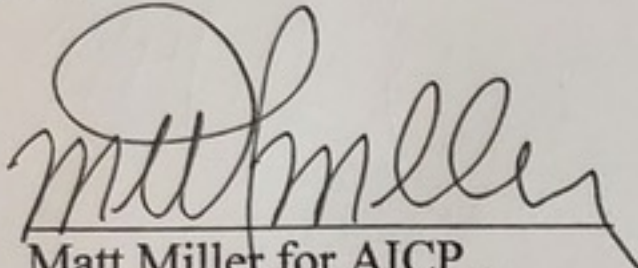
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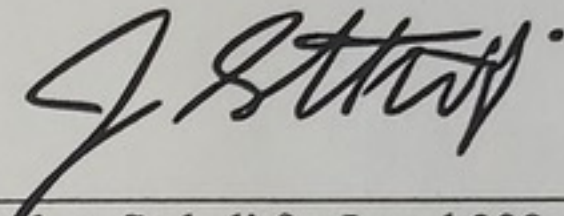
“Wages

“The “Commercial Alternative Wage Chart” will apply to the Employer in lieu of Appendix A of the Agreement:

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So agreed:

  
Matt Miller for AICP  
DATE: 6/28/2023

  
Joshua Staheli for Local 399  
DATE: 6.28.23