

**MUSIC VIDEO PRODUCTION ASSOCIATION**

**AND**

**TEAMSTERS LOCAL NO. 399**



**2019 MUSIC VIDEO AGREEMENT**



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## **2019 TEAMSTERS MUSIC VIDEO AGREEMENT**

THIS AGREEMENT has been negotiated between the STUDIO TRANSPORTATION DRIVERS, LOCAL NO. 399 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (“LOCAL 399”) and the MUSIC VIDEO PRODUCTION ASSOCIATION (“MVPA”) and is binding on those music video production companies that have consented to be bound hereby (“Employer” or (“Employers”).

Employers are engaged in the physical production of music videos. LOCAL 399 represents motion picture and television drivers, location scouts and location managers, many of whom work in the production of music videos.

Music video production services the music industry by providing filmed and taped promotional clips of individual songs by recording artists. While the physical production processes of music videos parallels that of motion picture production, the process is creatively controlled by recording artists, their management and their record label whose requirements affect personnel selection, production schedules, work practices and budgets.

This Agreement is intended to recognize and address the special needs of music video productions. It is the intent of the parties that this Agreement establishes the wages, benefits, and working conditions applicable to professional drivers, location scouts and location managers employed in the production of music videos.

### ARTICLE I - RECOGNITION

The Employer recognizes LOCAL 399 as the exclusive collective bargaining representative of all transportation department employees, including all drivers employed in classifications traditionally represented by LOCAL 399 in the motion picture industry, all wranglers, all animal trainers and handlers and all location scouts

and location managers who are hired by the Employer in the states of California, Nevada and Hawaii, or who are hired by the Employer in such states to perform services outside of such states.

This Agreement is not applicable to any other employees, including office clerical employees, production assistants or guards as defined by the National Labor Relations Act.

## ARTICLE II - MULTI-EMPLOYER UNIT

Employees hired by the Employer to perform services in Los Angeles County, or hired by the Employer in Los Angeles County to perform services outside of said County shall be deemed to be within the multi-employer bargaining unit established by the Studio Transportation Drivers Local 399 - Producer Agreement of 2018 for motion picture and television production (the “Black Book”), or its successor agreement, or within the multi-employer bargaining unit established by the 2018 Producer - Local 399 Location Managers Agreement (the “LMA”), or its successor agreement, and shall be subject to the such agreements’ then current provisions covering the applicable Industry Experience Roster, the Health and Pension Plans and the Contract Services Administration Trust Fund; provided, however, the wages, working conditions and other terms and conditions of this Agreement shall be fully applicable to employees covered by this Agreement.

## ARTICLE III - UNION SECURITY

Employees covered by this Agreement, as a condition of employment, shall become and thereafter remain members in good standing of Local 399 or the Teamsters Local with jurisdiction where they are hired on and after the thirtieth day of their employment or thirty days following the execution of this Agreement, whichever is the later date. The foregoing shall be subject to and limited by applicable

State law and to the extent that any applicable State law does not permit the form of union security herein provided, then and in that event, this Agreement shall be deemed to provide for the maximum form of union security permitted by said State law. “Members in good standing” shall be defined, interpreted and implemented by the parties as an employee who meets the financial obligations only in accordance with the provisions of the National Labor Relations Act.

#### ARTICLE IV - SCOPE OF AGREEMENT

(a) Music video productions covered by this Agreement shall include music videos made on film, tape or otherwise, whether by means of motion picture cameras, electronic cameras, or new devices, without regard to their manner of distribution or viewing.

(b) The parties recognize that there are factors and requirements unique to the making of music videos for the music industry which may result in the Employer having no effective control over portions of pre-production or post-production work covered by this Agreement. Under such circumstances, where the Employer does not control the assignment of work, the Employer shall not be responsible or liable under this Agreement for the performance of such work.

(c) The Employer shall not be prevented from subcontracting when the Employer does not have the facilities or equipment required for the work required or its employees do not have the necessary skills and qualifications to perform the work required.

(d) The Employer shall not utilize non-covered equipment as a subterfuge to flagrantly and deliberately avoid the terms of this Agreement. The Employer also shall not use subcontractors (including vendors) as a subterfuge to flagrantly and deliberately avoid the terms of this Agreement. When contacting any vendor, the Employer shall inform the vendor that it is a “union” production.

(e) The foregoing provisions are intended to conform to existing business practices in the music video industry and not to diminish opportunities for employees covered by this Agreement.

#### ARTICLE V - OPERATIONS

(a) Any reference to “Budget” or “Production Budget” means the “awarded contract budget,” which shall exclude costs related to both post production and on-camera performers. Any reference to the “Total Production Cost” means all costs, except as excluded above, of pre-production and production, whether incurred directly or through another person or entity.

(b) For Production Budgets \$55,000 and below, this Agreement shall not be applicable.

(c) For Production Budgets in excess of \$55,000 there shall be no minimum staffing requirements provided, however, that employees of the Employer who perform the following functions shall be subject to this Agreement:

- 1) The operation of the following equipment, if any:
  - a) All vehicles requiring a Class A or Class B license;
  - b) 15 or more Passenger Vans;
  - c) Motorhomes;
  - d) Water Trucks;
  - e) Hydracranes (5-ton or more);
  - f) 10-ton trucks;
  - g) 5-ton trucks;
  - h) Fuel Trucks;
  - i) Honeywagons;
  - j) Drivable Generators;
  - k) Production Trailers;



- l) Catering Trucks;
- m) Stake Beds; and
- n) Specialty Vehicles. For the purposes of this Agreement. “Specialty Vehicles” are the following:
  - i. Chapman Cranes;
  - ii. Car Carriers (4 vehicles or more);
  - iii. Highway busses designed for carrying 38 or more persons, including driver;
  - iv. Production Vans (with 400 Amp or more generator);  
and
  - v. Camera Cars.
- 2) Wranglers,
- 3) Animal Trainers;
- 4) Animal Handlers;
- 5) Location Scouts; and
- 6) Location Managers.

(d) Staffing practices shall be consistent with the general past practice of the music video production industry. Consistent with past practice, there shall be practical interchangeability within the production crafts. In other words, covered employees may be required to work in more than one classification on any given covered production or production day. In such case, on any production day in which the employee works in more than one covered classification the employee will be compensated for that production day as if the employee worked the entire production day in the highest paid covered classification.

(e) For budgets of \$300,000 or more, a Location Manager must be hired on any such production for locations that are not self-contained. For the purposes of clarification a “self-contained location” includes, but is not limited to, the following:

- a) Studio lots;
- b) Warehouses;
- c) Stages;
- d) Filming Ranches; and/or
- e) Other locations not open to the public with sufficient parking for the production other than on public streets.

(f) The professional duties of a Location Scout/Manager consist of finding and arranging motion picture locations. Location Scout/Manager duties include, but are not limited nor exclusive to:

- 1. Locating sites, whether through file search or scouting.
- 2. Contacting property owners.
- 3. Negotiations of property rental and use rates between owners and production companies.
- 4. Obtaining necessary permission or permits for location sites and location parking from appropriate governmental agencies.
- 5. Maintaining the negotiated condition and use of the location site in accordance with the rental contract or government permit whenever the site is being utilized.
- 6. Contacting appropriate area film council and maintaining a liaison with same during the course of location use.

(g) For budgets of \$300,000 or more, all shuttling of crew, on shoot days only, is to be performed by employees covered under this Agreement. Only the shuttling of crew (NOT label or client) from the crew parking lot to the set and back will be covered work under the Agreement. This language is not intended to, nor does it cover the shuttling of client/label/talent to and from airports and hotels to or from the set, nor does this language prevent Production Assistants from making runs to and

from the set as has been traditionally performed in the music video industry.

#### ARTICLE VI - TRANSPORTATION CAPTAIN

(a) For budgets of \$300,000 or more, there shall be one Transportation Captain employed for each production on which driver Employees covered by this Agreement are employed or should be employed. Such Transportation Captain must be listed as either a Group One or Group Two on the Local 399 Industry Experience Roster and, while performing services covered by this Agreement, may not also work for Employer in any other job classification not covered by this Agreement (*e.g.*, such Transportation Captain may not be a driver/grip or driver/electrician). The minimum rate to be paid to the Transportation Captain shall be no less than the Captain's rate as set forth in the Appendices attached hereto.

(b) On productions of \$300,000 or more where there are four or fewer production vehicles driven by company employees, no Transportation Captain is required. For purposes of this clause only, production vehicles are defined as vehicles used on behalf of a production including:

(i) All regulated vehicles that are required by the state of California to be driven by holders of a Class A or Class B California Driver License operated by employees subject to this Agreement;

(ii) Motorhomes, housecars, catering trucks, camera cars and 15-passenger vans (on shoot days) not requiring a Class A or Class B license but also operated by employees subject to this Agreement;

(iii) Vehicles operated by employees not subject to this Agreement including, but not limited to, all trucks not requiring a Class A or Class B California Driver License, cube trucks, cargo vans, passenger vans (including

15-passenger vans on non-shoot days), and subcontracted vehicles.<sup>1</sup>

(c) The Transportation Captain employed on a production of \$300,000 or more which utilizes 5 or more vehicles as defined above, shall not be required to drive or operate Specialized Equipment including, but not limited to, Production Vans (400AMP Generator Minimum), Motorhomes, Chapman Cranes, Honeywagons, Camera Cars, etc.

(d) A Transportation Captain may not simultaneously work on two (2) or more productions.

(e) The Transportation Captain shall supervise all driver classifications covered under this Agreement.

#### ARTICLE VII - EMPLOYMENT

(a) When requested, the Employer shall furnish LOCAL 399 with the name, address, social security number, date of hire, and the rate of pay of employees hired under this Agreement.

(b) Except for wranglers, animal trainers, animal handlers, location scouts and location managers, employees covered by this Agreement, as a condition of employment, shall have a valid Commercial Driver License (Class A).

(c) Except as set forth below, effective June 1, 2006, for employees employed to work in Los Angeles County or employed in Los Angeles County to work outside said County, preference of employment shall be given to individuals named on the Industry Experience Roster. In recognition of the special conditions in production of music videos, the Employer may employ one driver specifically

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<sup>1</sup>To be clear, although vehicles mentioned in sub-paragraph (b)(iii) may be counted for purposes of determining whether or not a Transportation Captain is required, the parties agree that such vehicles are not otherwise covered by the Agreement.

designated by the artist or label who are not otherwise entitled to preference.

(d) The grouping (seniority) requirements of the Preference of Employment (Industry Experience Roster) provisions of the Black Book need not be adhered to for individuals employed to drive “special” equipment. Such equipment includes, but is not necessarily limited to: Chapman cranes, camera cars, specialty picture vehicles and production vans. The parties agree to meet and negotiate in good faith regarding any other equipment that either party believes should be covered by this provision.

(e) The Preference of Employment (Industry Experience Roster) provisions of the Black Book need not be adhered to for individuals employed in dual (or “hyphenate”) positions, one of which is a position covered by the Agreement and one of which is not; e.g., driver-art, driver-grip or driver-electrician. Provided, however, that any such individual must first be certified by Contract Services Administration Trust Fund (“CSATF”) as fully licensed and endorsed to drive the vehicles in question, successfully pass a pre-employment drug test under the program administered by CSATF, register with Local 399 and pay one month’s service fee (presently \$80) to Local 399 pending membership in accordance with Article II of this Agreement. Any individual who does not meet all of the qualifications listed in the previous sentence may only be employed for a dual position in accordance with the Preference of Employment (Industry Experience Roster) provisions of the Black Book.

(f) Motorhomes or housecars shall be operated by employees subject to this Agreement if the equipment originates from or is used on production in the state of Hawaii, Los Angeles County, Orange County, Ventura County, or the San Francisco, San Diego, or Las Vegas studio zones.

(g) Outside the aforementioned studio zones, for music videos produced in the following California and Nevada counties, the employer shall employ Teamsters to operate motorhomes/housecars, if Teamsters are available for hire locally.

Alameda	San Francisco
Contra Costa	San Luis Obispo
Kern	San Mateo
Marin	Santa Barbara
Monterey	Santa Clara
Napa	Santa Cruz
Riverside	Solano
San Bernardino	Washoe (Nevada)
San Diego	Yolo

(h) The employer shall not be required to transport Teamster drivers to a distant location to drive motorhomes/housecars.

(i) The parties agree that Driveable Generators will be operated by employees subject to this Agreement at the Class B License rate. A Driveable Generator is defined as a generator of over 200 amps, bolted to the vehicle, with a fuel tank on board or connected to the vehicle fuel tank.

(j) Driver/Cooks of driveable mobile kitchens (one per driveable mobile kitchen, NOT to include assistants) will be covered under the terms of this Agreement at the Class A License rate.

(k) Vehicles towing any trailer originally manufactured with three axles, regardless of the weight of the trailer, shall be operated by employees subject to this Agreement.

#### ARTICLE VIII - CONTRACT ADMINISTRATION

In order to achieve consistency and continuity in the administration of this Agreement, LOCAL 399 shall designate a special representative responsible for the administration of the Agreement. This Agreement has been negotiated on behalf of signatory Employers by the MVPA, which shall similarly designate a representative

responsible for the administration of this Agreement.

#### ARTICLE IX - ACCESS

Representatives of LOCAL 399 shall be permitted reasonable access to all production sites where persons covered by this Agreement are performing services or arguably should be performing services, subject to reasonable limitations (*e.g.*, signing non-disclosure agreements) relating to the protection of design, patent or trade secrets, and other confidential matters.

#### ARTICLE X - JOB STEWARD

LOCAL 399 or crew may appoint one steward for each production. The identity of the designated steward shall be made known to the Employer of the music video not later than the first day of production. It is understood that the steward shall in no way be discriminated against for any cause whatsoever in the performance of his/her duties as steward.

#### ARTICLE XI - NO DISCRIMINATION

The Employer and LOCAL 399 agree that there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, physical handicap, union membership, sexual orientation, national origin, or as otherwise provided in applicable State or Federal legislation.

#### ARTICLE XII - GRIEVANCE PROCEDURE

Any dispute between LOCAL 399 on behalf of itself and/or any covered employee(s) on the one hand, and the Employer 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 MVPA for resolution. If they are unable to resolve the matter, it may be submitted to arbitration by either LOCAL 399 or the Employer for a final and binding award. If an arbitrator cannot be mutually selected, then one shall be selected by alternately striking names from an arbitration panel obtained from the Federal Mediation and Conciliation Service. The arbitrator's fees and costs shall be paid equally by LOCAL 399 and the Employer. 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 employee and LOCAL 399 had a reasonable opportunity to become aware of the incident, whichever is the latter, but in no event more than one year after the incident, shall be deemed to be waived.

### ARTICLE XIII - NO STRIKE, NO LOCKOUT

During the term of this Agreement, there shall be no strikes, picketing, or work stoppages by LOCAL 399 or by any covered employee(s), or lockout by the Employer. 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 such picket line has been sanctioned by the Joint Council of Teamsters, No. 42.

### ARTICLE XIV - MINIMUM TERMS AND CONDITIONS

The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining "better conditions" as that term is understood in the motion picture industry, including productions for television, commercials, and music videos. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.



ARTICLE XV - WORKDAY, WORKWEEK, TRAVEL PAY,  
AND MINIMUM CALLS

(a) The workweek shall be any five or six consecutive workdays within seven consecutive days. Except as set forth in sub-paragraphs (b) and (c) below, the minimum daily work call during pre-production and production shall be eight (8) work hours. Work time begins at the employee's call and ends at the employee's dismissal.

(b) Payment for travel only days for employees shall be made as a straight time allowance and will be paid for actual time traveled, up to four (4) hours per day, and four (4) hours of benefit contributions will be paid. Drivers transporting production vehicles to a location shall be paid their applicable minimum calls.

(c) There shall be no minimum call for the "wrap only" crew. The minimum daily work call for employees of the Employer subject to this Agreement for "pick-ups" and/or "drop-offs" of covered vehicles shall be four (4) hours. The minimum daily work call for employees brought in as "split shift replacements" shall be four (4) hours.<sup>2</sup> There shall no minimum call for location managers and location scouts.

ARTICLE XVI - CANCELLATION OF CALL

In the event of cancellation of previously called employees, if notification is not given by (i) the completion of the previous day's work; or (ii) if not a work day, by 3:00 p.m, of the day preceding the call; or (iii) 6:00 p.m. due to inclement weather, then the employee shall be paid an eight (8) hour minimum call, or, in the case of employees performing "pick-ups," employees performing "drop-offs" or "split shift

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<sup>2</sup>A "split shift replacement" shall mean a covered employee who is hired to relieve another covered employee after that employee has worked at least eight (8) hours on the applicable workday.

replacements,” the employee shall be paid a four (4) hour minimum call. However, if the cancelled call was for a travel only day then the employee shall be paid in accordance with Article XV(b).

#### ARTICLE XVII - OVERTIME

(a) Drivers, Wranglers, Animal Trainers and Handlers. The first eight (8) work hours during the first five days of a workweek shall be paid at straight time. Work hours in excess of eight (8) on the first five days of the workweek and for the first twelve (12) work hours on a sixth workday shall be paid at time and one-half. All hours worked in excess of twelve during the first six (6) days of a workweek, and all work on a seventh workday shall be paid at double time.

(b) Location Managers and Scouts. For all work on a sixth consecutive day worked within a seven day period, the employee shall be paid an amount equal one and one half (1½) of the applicable daily rate. For all work on a seventh consecutive day worked within a seven day period, the employee shall be paid an amount equal to double the applicable daily rate.

#### ARTICLE XVIII - REST PERIODS

(a) Drivers, Wranglers, Animal Trainers and Handlers. There shall be a nine (9) hour rest period on all work assignments, except on overnight locations in which the rest period shall be eight (8) hours, calculated portal-to-portal. If at least eight (8) hours of rest are provided, the penalty for the invaded hours or portion thereof shall be paid at straight time. If at least six (6) hours of rest have been provided, the employee shall be paid on return to work at the rate in effect at the time of dismissal on the previous day for all invaded hours. If less than six (6) hours of rest have been provided, then the employee shall be paid on return to work at the rate in effect at the time of dismissal on the previous day until a nine (9) hour rest period has been

provided.

(b) Location Managers and Scouts. There shall be a nine (9) hour rest period following all studio zone, studio and local location work assignments for Location Managers and Scouts. There shall be an eight (8) hour rest period following all overnight location assignments. If at least nine (9) (or eight (8) on overnight locations) hours of rest are not provided but six (6) or more have been provided, the penalty for each invaded hour shall be \$100.00 per hour, paid in one-half ( $\frac{1}{2}$ ) hour increments. If less than six (6) hours of rest have been provided, then the employee shall receive an additional premium equal to one-half ( $\frac{1}{2}$ ) of the applicable daily rate until nine (9) hours of rest have been provided.

#### ARTICLE XIX - MEALS

(a) Meal periods shall not be less than one half ( $\frac{1}{2}$ ) hour nor more than one (1) hour in length. No more than one meal period shall be deducted from work time for an employee during the minimum call. (A second meal period maybe deducted from work time for those employees who work in excess of the minimum call.)

(b) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods shall commence within six (6) hours after the end of the preceding meal period. An employee's first meal period shall commence no earlier than three (3) hours after such employee reports for work, except for persons called in earlier than the regular crew call who are provided with a non-deductible breakfast, in which case their first deductible meal period will be due at the same time as the meal is due for a regular crew.

(c) The first deductible meal period may be extended by fifteen (15) minutes to complete a set up and a second deductible meal period may be extended by thirty (30) minutes to complete a set up and/or wrap without violating this Agreement. Extensions of the meal periods are not to be scheduled and if exceeded, meal penalties

shall relate back to the time the meal was otherwise due. Any second meal, excluding a non-deductible breakfast may be a non-deductible walking meal. A meal penalty allowance for delayed meals shall be computed as follows:

- |     |  |         |
|-----|--|---------|
| (1) | First ½ hour meal delay or fraction thereof                        | \$ 7.50 |
| (2) | Second ½ hour meal delay or fraction thereof                       | \$10.00 |
| (2) | Third and each succeeding ½ hour meal delay<br>or fraction thereof | \$15.00 |

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.

#### ARTICLE XX - LOCATIONS/TRAVEL/EXPENSES

(a) Employees shall report to work at designated local production locations within the Studio Zone. The Studio Zone shall be the area within a circular forty five (45) mile radius, unless there are access difficulties, in which case the Employer will make appropriate transportation arrangements.

(b) For Los Angeles productions, the Studio Zone is forty five (45) miles from the intersection of La Cienega and Beverly Boulevard.

(c) Employees may be requested to report to a nearby production location outside the forty five (45) mile Studio Zone, in which case the employee shall be paid mileage, computed from the perimeter of the forty five (45) mile Studio Zone and return, calculated at the then prevailing Internal Revenue Service rate.

(d) Any employee who is transported by the Employer to an overnight location shall be provided either housing or a housing allowance. The Employer shall provide transportation or mileage allowance to and from overnight locations.

(e) Work time for employees on overnight location shall be calculated from time of set call to time of set dismissal and they shall be provided with transportation to and from daily production locations.

(f) When housed on overnight location, all time is calculated set-to-set, except rest periods which shall be calculated portal-to-portal. Rest periods for employees housed on distant location shall be eight (8) hours, calculated portal-ro-portal.

(g) An employee residing within forty five (45) miles from the production location shall be considered a local hire, and mileage, per diem, and housing are not required to be provided.

(h) The Employer shall reimburse all employees covered by this Agreement for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, provided that expenditures other than ordinary and customary ones (*e.g.* parking) have been approved in advance by the Employer.

(i) Reimbursement for mileage traveled on behalf of the Employer, including on shoot days, shall be at the rate recognized by the Internal Revenue Service.

#### ARTICLE XXI - HOLIDAYS

The following holidays are recognized: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Any holiday worked shall be paid at time and one half. Daily employees shall not be paid for unworked holidays.

#### ARTICLE XXII - BENEFITS<sup>3</sup>

(a) The provisions of Articles 11 (Health Plan), 12 (Pension Plan), 12A

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<sup>3</sup>Excluded are all productions in which the Budget is fifty-five thousand dollars (\$55,000) or less, where no benefit contributions are required.

(Individual Account Plan), 13 (Retiree Health Plan) and 18 (CSATF) of the Black Book shall be applicable to drivers hired by the Employer to perform services in the County of Los Angeles, or hired by the Employer in the County of Los Angeles to perform services outside the County of Los Angeles. The provisions of Articles 12 (Health Plan), 13 (Pension Plan), 13A (Individual Account Plan), 14 (Retiree Health Plan), 14A (401(k) Plan feasibility study) and 22 (CSATF) of the LMA shall be applicable to location managers and scouts hired by the Employer to perform services in the County of Los Angeles, or hired by the Employer in the County of Los Angeles to perform services outside the County of Los Angeles.

(b) Four (4) hours of benefit contributions for idle days shall be made.

(c) The Employer will execute any documents required to constitute it as an employer contributor to the benefit plans specified in the Black Book and the LMA.

(d) With the express written consent of the Teamsters Joint Council covering the Teamsters Local Union in whose jurisdiction the Employer is working, or from which covered employees are taken, Employer may make contributions on behalf of or payments directly to covered employees residing in such jurisdiction or to such other Teamsters Local Union's Pension and Health Plan(s), provided that such contributions or payments will be in an amount not to exceed the amount that would otherwise be paid to the Motion Picture Industry Pension & Health Plans on behalf of such employees.

(e) During the term of this Agreement, the Pension and Health contribution rates and guaranteed hours in this Agreement will match those now in effect and as may later be modified in the IATSE/MVPA collective bargaining agreement.

## ARTICLE XXIII - WAGE RATES

(a) For Productions Budgets fifty-five thousand dollars (\$55,000) and less, this Agreement shall not be applicable.

(b) For Production Budgets more than fifty-five thousand dollars and less than three hundred thousand dollars (\$55,000 < \$300,000), the wage rates shall be as set forth in Exhibit A.

(c) For Budgets of three hundred thousand dollars (\$300,000) or more, the wage rates set forth in Exhibit B shall be applicable.

(d) For Budgets five hundred thousand dollars (\$500,000.00) or more, the wage rates shall be as set forth in the then current agreements between Local 399 and the Alliance of Independent Commercial Producers.

(e) Payment of Wages:

- i) 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>) 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.
- ii) The parties are reminded that in the State of California the failure to timely pay wages shall entitle each effected employee to liquidated damages equal 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.
- iii) The parties agree that employees covered by this Agreement are "engaged in the production of motion pictures" as that phrase is used in Section 201.5 of the California Labor Code.
- iv) In the event an employee hired in California or working for an

Employer in California is laid off or discharged, he/she shall be paid in accordance with the provisions of California Labor Code Section 201.5.

v) Late payment claims may be resolved through the grievance procedure set forth in Article XII.

(b) There is no guarantee of employment beyond one (1) day for daily employees.

## ARTICLE II - AUDITING

(a) Upon request by LOCAL 399, the Employer shall submit to LOCAL 399, or LOCAL 399 at its election may inspect at the Employer offices, a copy of the budget, crew list, titles of production, and the location and projected start and completion dates of photography. Representatives of LOCAL 399 or retained professionals of LOCAL 399 shall have the right to review the budget and the above-described information. Upon completion of post-production of a production, LOCAL 399 shall have the right to review the actual expenditures and other relevant documents and information as LOCAL 399 may require showing the total production costs.

(b) All information received or reviewed by representative of LOCAL 399 or professionals retained by LOCAL 399 pursuant to this provision shall be kept confidential and neither LOCAL 399 nor its representatives or retained professionals shall disclose any such information.

(c) In the event the Total Production Cost (as defined in Article XXII(a)) on any production exceeds a budget limitation, plus a ten Percent (10%) contingency, the Employer will be required to pay retroactively the wage rates one tier level above the applicable rate for the projected budget as set forth in Article XXIV plus an additional ten percent (10%).



ARTICLE III - NOTICES, SIGNATORY EMPLOYERS AND MOST  
FAVORED NATIONS

(a) With respect to MVPA employer members on January 1, 2019, the MVPA shall have ninety (90) days from execution of this Agreement to notify LOCAL 399 of those Employers who have elected to also become signatories to this Agreement.

(b) The MVPA shall provide copies of the signed consent agreements to LOCAL 399.

(c) After the expiration of the ninety-day period referred to in (a), LOCAL 399 shall not be obligated to be bound to this Agreement with any other music video Employer, whether or not a member of the MVPA.

(d) If, during the term of this Agreement, any music video-producer not covered by this Agreement negotiates a collective bargaining agreement with LOCAL 399 that includes rates, terms and/or conditions that are more favorable to the producer than those set forth herein, then, in such event, the producers signatory to this Agreement will be entitled to the benefits of any and/or all of such more favorable rates, terms and/or conditions in place of those set forth herein. In order to ensure compliance with this provision, LOCAL 399 agrees to provide the MVPA with copies of any other collective bargaining agreement for music video production within seven days of LOCAL 399's execution of same.

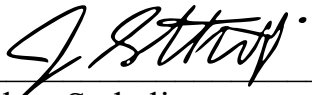
(e) If, during the term of this Agreement, the MVPA negotiates a collective bargaining agreement with any other union that includes Budget tiers corresponding to those in this Agreement that are more favorable to the employees represented by that union than the Budget tiers set forth herein, then, in such event, the members of the bargaining unit covered by this Agreement shall also be entitled to application of those Budget tiers in place of those set forth herein beginning on the effective date of the other collective bargaining agreement. In order to ensure compliance with this

provision, the MVPA agrees to provide LOCAL 399 with copies of any other collective bargaining agreement for music video production with any other union within seven days of the MVPA's execution of same.

ARTICLE IV - TERM


This Agreement shall remain in full force and effect through May 31, 2022.

STUDIO TRANSPORTATION DRIVERS, LOCAL NO. 399 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By:   
Joshua Staheli  
Its: Business Agent

Dated: 7/1/19

MUSIC VIDEO PRODUCTION ASSOCIATION

By:   
Fuliane Petikyan  
Its: President

Dated: 07/01/19

EXHIBIT A. - WAGE RATES FOR PRODUCTIONS UNDER \$300,000<sup>4</sup>

(a) The applicable minimum hourly wage rates for drivers covered by this Agreement for Production Budgets between \$55,000 and \$300,000 are set forth below.

Classification

Captain	To be individually negotiated.
Drivers of Vehicles Requiring a Class A License and Drivers/Cooks	To be individually negotiated.
Drivers of Vehicles Requiring a Class B License	To be individually negotiated.
Camera Car Driver	To be individually negotiated.
Production Van Driver/ Operator	To be individually negotiated.
Chapman Crane Driver/ Operator	To be individually negotiated.
Motorhome Drivers:	To be individually negotiated.
Drivable Generators:	To be individually negotiated.

(b) The applicable minimum daily rates for Location Scouts and Location Managers covered by this Agreement for Production Budgets between \$55,000 and \$300,000 are set forth below.

Classification

Location Manager/Scout	To be individually negotiated.
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<sup>4</sup> Budgets under \$55,000 are not covered by this Agreement.

**EXHIBIT B. - WAGE RATES FOR PRODUCTIONS \$300,000 AND OVER**

The applicable minimum hourly wage rates for employees covered by this Agreement for Production Budgets of \$300,000 or over are set forth below.

<b>Classification</b>	<b>06/02/2019</b>	<b>05/31/2020</b>	<b>05/30/2021</b>
Captain/Gang Boss	\$34.21	\$35.23	\$36.29
Drivers of Vehicles Requiring a Class A License and Drivers/Cooks	\$29.74	\$30.63	\$31.55
Drivers of Vehicles Requiring a Class B License	\$27.57	\$28.40	\$29.25
Camera Car Driver	\$34.21	\$35.23	\$36.29
Production Van Driver/Operator	\$34.93	\$35.98	\$37.05
Chapman Crane Driver/Operator	\$34.21	\$35.23	\$36.29
Drivers Motorhomes, and Drivable Generators	\$27.57	\$28.40	\$29.25
Wrangler	\$38.32	\$39.47	\$40.65
Animal Trainer	\$53.33	\$54.93	\$56.58
Animal Handler	\$46.22	\$47.60	\$49.03
Location Manager/Scout (Daily Rate)	\$601.89	\$619.95	\$638.55
Hypenate Drivers	Shall be paid \$3.00 per hour above the higher of the two wage rates for the work being performed.		

CONSENT AGREEMENT

The undersigned music video production Employer has reviewed the 2019 Teamsters Music Video Agreement negotiated by the Music Video Production Association and the STUDIO TRANSPORTATION DRIVERS LOCAL 399 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and hereby agrees to be bound by the 2019 Teamsters Music Video Agreement effective as of the date of this consent agreement, and to execute and abide by the terms of an appropriate Trust Acceptance necessary to implement the benefit provisions of the Agreement.

\_\_\_\_\_  
Employer (Name of Production Company)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_