Studio Transportation Drivers, Teamsters Local #399

2017 COMMERCIALS AGREEMENT (Drivers, Wranglers and Animal Handlers & Trainers)

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 1

ARTICLE II - UNION SECURITY 3

ARTICLE III - ADMINISTRATION 3

ARTICLE IV - ACCESS 3

ARTICLE V - TRANSPORTATION GANG BOSS 3

ARTICLE VI - NO DISCRIMINATION 5

ARTICLE VII - GRIEVANCE PROCEDURE 5

ARTICLE VIII - NO STRIKE - NO LOCKOUT 6

ARTICLE IX - MULTI-EMPLOYER UNIT 6

ARTICLE X - PREFERENCE OF EMPLOYMENT (INDUSTRY EXPERIENCE ROSTER) 6

ARTICLE XI - MINIMUM TERMS AND CONDITIONS 8

ARTICLE XII - SCOPE OF AGREEMENT 8

ARTICLE XIII - OPERATIONS 9

ARTICLE XIV - WORK DAY WEEK AND MINIMUM CALLS 11

ARTICLE XV - OVERTIME. 12

ARTICLE XVI - REST PERIODS. 12

ARTICLE XVII - HIGHER CLASSIFICATION 13

ARTICLE XVIII - MEALS 13

ARTICLE XIX - LOCATIONS/TRAVEL 14

ARTICLE XX - CANCELLATION OF CALLS. 15

ARTICLE XXI - HOLIDAYS 15

ARTICLE XXII - BENEFITS 16

ARTICLE XXIII - WAGES 17

ARTICLE XXIV - SAFETY TRAINING 17

ARTICLE XXV - CONFIDENTIALITY AGREEMENTS 18

ARTICLE XXVI - POLITICAL ACTION COMMITTEE CHECKOFF 19

ARTICLE XXVII - TERM AND EFFECTIVE DATE 19
APPENDIX “A” 20
APPENDIX “B” 22
APPENDIX “C” 24
APPENDIX “D” 25
Area Standards Supplement 26
PICTURES OF SOME COVERED EQUIPMENT 27
PICTURES OF SOME NON-COVERED EQUIPMENT 42

TEAMSTERS LOCAL 399

COMMERCIAL AGREEMENT

THIS AGREEMENT has been negotiated between STUDIO TRANSPORTATION DRIVERS LOCAL 399 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Local 399") and the ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS, INC. ("AICP"), and is binding on those commercial and promo[1] production companies that have consented or hereafter consent to be bound hereby ("Employer" or "Employers").

Employers are engaged in the physical production of commercials and/or promos pursuant to contracts with advertising agencies and/or advertisers intended for television, internet or other exhibition. Local 399 represents motion picture and television drivers, many of whom work in the production of such commercials and promos.

Commercial production services the advertising industry by providing filmed and taped commercials and promos for television, internet, movie theater and other screens. While the physical production processes of commercials and promos parallels that of motion picture production, the process is creatively controlled by advertisers and their agencies whose requirements affect personnel selection, production schedules, work practices and budgets.

This Agreement is intended to recognize and address the special needs of the commercial and promo production process. It is the intent of the parties hereto that this Agreement establish the wages and working conditions applicable to drivers employed in the production of commercials.

ARTICLE I - RECOGNITION

The Employer recognizes Local 399 as the exclusive collective bargaining representative of drivers assigned to drive and/or operate vehicles used in the production of commercials or promos as hereinafter defined who are employed by the Employer in the states of Arizona, California, Hawaii and/or Nevada to perform

[1] As used herein, the term "promo" refers to advertisements by a broadcast, cable or satellite network promoting one of its shows.

services either within or without said states in the production of commercials.[2] The Employer also recognizes Local 399 as the exclusive collective bargaining representative of wranglers, animal trainers and animal handlers employed by the Employer in the production of commercials or promos as hereinafter defined who are employed by the Employer in the states of Arizona, California, Hawaii and/or Nevada to perform services either within or without said states. This Agreement is not applicable to office clerical employees, production assistants or guards as defined by the National Labor Relations Act.

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[2] This Agreement excludes spec spots (demonstration commercials funded by the producer and made for the purpose of showcasing the talent of producers and directors to prospective clients).

With respect to Public Service Announcements, wage rates shall be subject to individual negotiation between the Producer and the employee. All other provisions of the contract, including low budget provisions, shall be applicable. Public service announcements are commercials produced for non-profit or governmental agencies to disseminate information or promote services which serve the public interest. No commercial products, services or corporate names may be referenced or shown in PSAs.

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 per shoot day and the total cost does not exceed $500,000.00. For Low Budget Commercials, wages shall be individually negotiated and contributions to the MPIPHP shall be based on hours worked or guaranteed and the lAP shall be based on scale wages.

On all Low Budget Commercials vehicles that require commercial licenses and vehicles used to shuttle cast and crew shall be driven by employees subject to this Agreement, except as provided for in Article XIII (n).

As quickly as is reasonably possible after the project is "green lit" but in no event later than the day before calls are placed, Producer must notify the Union of its intent to produce a Low Budget Commercial and the working title of the Low Budget Commercial.

Producer must submit to the Union, no later than thirty (30) days after the last shoot day, the AICP Film Production Cost Summary. Upon request, the Producer will submit verification of the final approved budget. The Union has the right to audit records relating to the cost of the commercial. Budgetary documents and information provided will be kept confidential.

ARTICLE II - 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. Employees covered by this Agreement, as a condition of employment, shall have a valid Commercial Driver License (Class A or Class B).

ARTICLE III - 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 AICP which shall similarly designate a representative responsible for the administration of this Agreement.

ARTICLE IV - ACCESS

The designated representatives of Local 399 shall be permitted reasonable access to all production sites where persons covered by the Agreement are performing services, subject to reasonable limitations relating to the protection of design, patent or trade secrets and other confidential matters.

ARTICLE V - TRANSPORTATION GANG BOSS

(a) There shall be one Transportation Gang Boss employed for each production on which employees covered by this agreement are employed, including but not limited to each production on which a vehicle covered by this agreement is taken from the Los Angeles metropolitan area to a distant location. Such Transportation Gang Boss must be listed as either a Group One or Group Two on the Local 399 Industry Experience Roster.

(b) On productions where there are four or fewer production vehicles being used, no Transportation Gang Boss is required. For purposes of this clause only,[3] production vehicles are defined as vehicles used on behalf of a production including:

(1) 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;

(2) Motorhomes or housecars, 15-passenger vans, catering trucks, and trucks with a covered box and a GVWR of 19,501 lbs or more not requiring a Class A or Class B Driver License, but also operated by employees subject to this Agreement;

(3) Vehicles operated by employees not subject to this Agreement including, but not limited to, cube trucks, picture cars, cargo vans, and subcontracted vehicles.

(c) The Transportation Gang Boss shall (1) supervise all job classifications covered under this Agreement, (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 production has started)[4], and (3) supervise the parking of all rolling stock. When clearing with the Union all bargaining unit employees, Gang Bosses 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.

(d) While performing services covered by this Agreement, the Transportation Gang Boss may not also work for Employer in any other job classification not covered by this Agreement (*e.g.,* such Transportation Gang Boss may not be a driver/grip or driver/electrician). The Transportation Gang Boss shall not drive or operate exempt equipment including, but not limited to, Production Vans (400 AMP Generator Minimum), Motorhomes, Chapman Cranes, Honeywagons, Camera Cars, etc. (See

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[3] To be clear, although vehicles mentioned in sub-paragraph (3) may be counted for purposes of determining whether or not a Transportation Gang Boss is required, the parties agree that such vehicles are not otherwise covered by the TCA.

[4] Nothing in this provision shall prevent the clearance of bargaining unit employees by the production office before the Gang Boss is employed.

Appendix "B"). A Transportation Gang Boss may not simultaneously work on two (2) or more productions.

(e) The Union shall periodically notify the Employer and the AICP of the names of any Transportation Gang Bosses who have caused three or more commercial producers to pay $100 or more on a sustained grievance filed by the Union.

(f) The minimum rate to be paid to the Transportation Gang Boss shall be no less than the rate as set forth in Appendix "A" attached hereto.

(g) When shooting on stage, the Transportation Gang Boss may be released after ten and one-half (10½) elapsed hours (*i.e.,* ten (10) hours of pay) even if other drivers remain unless he has additional driving work to perform. Nothing in this provision is intended to alter the minimum call provisions of Article XIV (b).

(h) A joint Labor/Management Committee, comprised of an equal number of AICP and Union representatives, shall be established to discuss the creation and form of a published Gang Boss Roster. The Committee may recommend language to replace current contract language and which may, subject to ratification by the parties, be included in this and/or subsequent successor collective bargaining agreements.

ARTICLE VI - 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, sexual orientation, age, physical handicap, union membership or national origin, or as otherwise provided in applicable State or Federal legislation.

ARTICLE VII - GRIEVANCE PROCEDURE

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. If they 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

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.

ARTICLE VIII - NO STRIKE - NO LOCKOUT

During the term of this Agreement, there shall be no strikes, picketing, or work stoppages by Local 399, affiliated Local Unions or by any covered employee, or lockout by the Employer. The Producer 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 IX - MULTI-EMPLOYER UNIT

Employees 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 said county shall be deemed to be within the multi-employer bargaining unit established by the Studio Transportation Drivers Local 399 - Producer Agreement of 2015, or its successor agreement, for motion picture and television production ("Black Book") and subject to the Black Book's then current provisions covering the Industry Experience Roster, 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 X - PREFERENCE OF EMPLOYMENT (INDUSTRY EXPERIENCE ROSTER)

(a) Except as set forth below, 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

commercials and promos, the Employer may employ persons specifically designated by the advertiser or its agency who are not otherwise entitled to preference.

(b) The Grouping provisions of the Preference of Employment (Industry Experience Roster) provisions of the Black Book need not be adhered to for individuals employed to drive "exempt" equipment (See Appendix "B" attached hereto). Such equipment includes, but is not necessarily limited to: water trucks, Chapman cranes, insert cars, specialty picture vehicles (e.g. the Oscar Mayer "Weinermobile"), motorhomes, honey wagons 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.

(c) The Grouping provisions of 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-grip, driver-electrician or driver-props. 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.

(d) All employees covered by this Agreement, including drivers of special equipment and hyphenate drivers, must register with CSATF for placement on the Industry Experience Roster so as to enable them to be randomly drug and alcohol tested.

(e) Employees who have received three no-hire letters from employers covered by this Agreement shall be removed from the Roster and thereafter will not be eligible for employment in the commercial production industry.

(f) The Employer shall inform or instruct its payroll company to inform the Union, in writing, within ten (10) days (Saturdays, Sundays and holidays excluded) from the first day of employment pursuant to this Agreement, of the name and date of the first day of employment of any employee subject to this Agreement.

ARTICLE XI - MINIMUM TERMS AND CONDITIONS

The wage scales and working condition provisions of this Agreement shall be minimums and no employee shall waive or be deemed to have waived any minimum condition. However, employees shall not be precluded from obtaining "better conditions" as that term is understood in the motion picture and television industry. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.

ARTICLE XII - SCOPE OF AGREEMENT

(a) The parties recognize that there are factors and requirements unique to the making of commercials and promos for the advertising 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.

(b) 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, provided that the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontract are not less than the direct labor costs set forth in this Agreement. If any dispute arises out of this subcontracting provision, the Employer agrees to provide the Union with documentary substantiation of the direct labor costs involved. The parties agree that any disputes relating to such subcontracting are subject to the Grievance and Arbitration provisions of this Agreement. The use of third-party vendors for services consistent with commercial industry practice shall not be deemed within this provision.

(c) The employer shall not utilize non-covered equipment as a subterfuge to flagrantly and deliberately avoid the terms of this Agreement.

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

ARTICLE XIII - OPERATIONS

(a) The operation of regulated automotive equipment (those which require a Class "A" or "B" commercial driver's license and/or special endorsements) and equipment listed in Appendix B of this Agreement by employees of the Employer shall be performed by employees subject to this Agreement.

(b) One driver shall be assigned to each piece of covered equipment being used. When directed by the Employer, drivers shall be required to load, unload and deliver or help with same and to fuel vehicles. A driver assigned to a stationary vehicle may leave that vehicle to operate a golf cart or gator.

(c) The parties agree that the operation of all vans originally manufactured as a 15-passenger van not requiring a Class A or Class B license must be performed by employees subject to this Agreement only on shoot days. This provision shall not apply to Low Budget Commercials.

(d) All shuttling of cast & crew, on shoot days only, shall be performed by employees covered under this Agreement. Only the shuttling of cast & crew (NOT agency or client) from the crew parking lot to the set and back will be covered work under this Agreement. No employee other than a bargaining unit employee may transport bargaining unit employees. This language is not intended to, nor does it cover the shuttling of client/agency/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 industry.

(e) Motorhomes or housecars shall be operated by employees subject to this Agreement. The employer shall not be required to transport Teamster drivers to a distant location to drive motorhomes/housecars.

(f) The parties agree that driveable generators shall be operated by employees subject to this Agreement (see Appendix A). 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.

(g) Vehicles towing any generator shall be operated by employees subject to this Agreement.

(h) 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 Licence rate (see Appendix A).

(i) 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.

(j) Vehicles towing any trailer weighing over 10,000 pounds and any cast and make-up/hair trailers with plumbing (including those weighing 10,000 pounds or less) shall be operated by employees subject to this Agreement. In the event of a dispute over the weight of a particular trailer, the parties agree that production shall not be disrupted. However, at the end of production, the trailer shall be weighed in the condition it was during production (*e.g.,* without unloading any contents) at a weigh station mutually agreed to by the parties. If the trailer weight exceeds 10,000 pounds, the Employer shall pay to the Union a sum equal to one and one-half (1½) times the amount a bargaining unit employee would have earned had one been assigned to the vehicle.

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

(l) i) All trucks with an enclosed box and a GVWR of 19,501 pounds or more not requiring a Class "A" or "B" commercial driver's license shall be operated by employees subject to this Agreement. This provision does not extend coverage to cube trucks, including super cube trucks, traditionally driven by production assistants.

ii) The parties agree that the operation of all 4-tons shall be performed by employees subject to this agreement.

iii) In addition, all trucks, regardless of their size, transporting grip and/or electric equipment (excluding personal cars, personal mini-vans and personal pick-up trucks) on productions requiring a Gang Boss (as set forth in Article V) shall be operated by employees subject to this Agreement. Notwithstanding the foregoing, if all of the work required of the Grip and/or Electric Department requires only a single "cube" truck, such vehicle is not required to be operated by an employee subject to this Agreement.

iv) In addition, on shoot days, if there is at least one motor vehicle, regardless of its size (excluding personal cars, personal mini-vans and personal pick-up trucks), working in the Art and Prop Department, it shall be operated by an employee subject to this Agreement. Notwithstanding the foregoing, if all of the work required of the Art and/or Prop Department requires only a single "cube" truck, such vehicle need not be operated by an employee subject to this Agreement. Any time four or more vehicles, regardless of their size (excluding personal cars, personal mini-vans and personal pick-up trucks), are working in the Art and/or Prop Department, at least two of such vehicles shall be operated by employees subject to this Agreement.

The drivers of all such equipment may be "hyphenates" and perform additional services not covered by this Agreement, except that no Hyphenated Department Heads may be assigned to a motor vehicle except in a one-person department. For purposes of this section, a Hyphenated Propmaster (Occ. Code 9641) and a Hyphenated Leadperson (Occ. Code 9644) shall not be considered Department Heads.

(m) The parties agree that the operation of all stake beds on shoot days shall be performed by employees subject to this agreement.

(n) Golf Carts: Any individual crew member may operate a golf cart to transport him or herself alone or with other members of his or her department. For example, a driver may transport a driver; a grip may transport a grip; and a non-union production employee may transport other non-union production personnel. This is not intended to allow the use of 6 or 8 passenger golf carts for the purpose of shuttling personnel by non-Teamsters.

(o) Only bargaining unit wranglers, animal trainers and/or animal handlers shall work with animals during production. Exceptions for special animals (e.g. Budweiser horses) shall be made following prior notice to the Union on a case by case basis.

ARTICLE XIV - WORK DAY WEEK AND MINIMUM CALLS

(a) The work week shall be any five or six consecutive work days within seven consecutive days.

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

(c) 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.

ARTICLE XV - OVERTIME

(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. 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.

(b) All time is to be computed in one-quarter (¼) hourly units and overtime premiums shall not be compounded.

(c) There shall be no layoffs or other reductions solely to avoid 6th or 7th days. Layoffs to comply with DOT regulations or which result from the changing out of vehicles (*e.g.,* when a motorhome leaves and a grip truck is brought in) shall not be a violation of this provision.

ARTICLE XVI - REST PERIODS

There shall be a nine (9) hour rest period following all studio zone, studio and local location work assignments. There shall be an eight (8) hour rest period following all overnight location assignments. If at least 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) hours 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) 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 been provided.

ARTICLE XVII - HIGHER CLASSIFICATION

An employee assigned by the Employer to work in a classification with a higher wage rate for two (2) or more hours on a single day shall get the higher rate for the entire day. No employee shall be deemed to be working in such higher classification absent specific advance authorization.

ARTICLE XVIII - MEALS

(a) Meal periods shall not be less than one-half (½) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. (A second meal period may be 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 the 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. 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, provided the crew is dismissed within one hour from the time the meal was otherwise due.

(d) 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

(3) Third ½-hour meal delay
or fraction thereof $15.00

(4) Fourth and each succeeding ½-hour
meal delay or fraction thereof $20.00

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 XIX - LOCATIONS/TRAVEL

(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 thirty (30) mile zone, the radius of which shall be calculated from Beverly Boulevard and La Cienega Boulevard in Los Angeles, California. Employees who have reported to work within the Studio Zone with a production vehicle who are instructed to leave the vehicle overnight shall be provided with transportation home. Such transportation may consist of either a rental car or a ride home. All time waiting for such transportation, including time spent traveling to another employee's home, shall be considered work time.

(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.

(c) When more than one bargaining unit employee is traveling in a production vehicle within the Studio Zone or to or from nearby locations, only the driver of such vehicle shall be considered to be working and the passenger shall be subject to (a) and (b) above.

(d) Employees on overnight locations shall be provided with a per diem allowance and either housing or a housing allowance in accordance with the GSA's CONUS M&IE (Government Services Administration Continental United States Meal & Individual Expenses). This section (d) of Article XIX shall not apply to gang bosses with permanent residences within 30 miles of a distant location who are being paid

above scale; the Employer may not require a gang boss to accept above-scale wages in order to avoid paying per diem and housing.

(e) When any member of the bargaining unit or the IATSE crew is working "on production" while at an overnight location, all Employees sent to the overnight location shall receive no less than the minimum call.

(f) Unless the employee is transporting a vehicle to location, the Employer shall provide transportation to and from overnight locations. Travel within the United States by commercial jet shall be not less than coach class. Travel outside the United States by commercial jet shall be not less than business class. All other travel by commercial carriers shall be by the best class available.

(g) This Agreement shall establish the minimum wage rates and working conditions of drivers of 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 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.

ARTICLE XX - CANCELLATION OF CALLS

In the event of cancellation for previously called employees, it is understood that if notification is not given by the completion of the previous day's work or by 4:00 p.m. of the day preceding the call if not a work day, then the employee shall be paid an eight (8) hour minimum call, unless the canceled call was for a travel only or wrap day, in which case the employee shall be paid a four (4) hour minimum call.

ARTICLE XXI - HOLIDAYS

Recognized holidays shall be the same as those designated in the then current Screen Actors Guild Commercials Contract: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, Christmas.

If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday.

ARTICLE XXII - BENEFITS

(a) Except as provided in paragraph "c" of the Article, the provisions of Articles 11 (Health Plan), 12 (Pension Plan), 12A (Individual Account Plan), 13 (Retiree Health Plan) and 18 (CSATF) of the 2015 Producer and Studio Transportation Drivers, Teamsters Local #399 Agreement ("Black Book") and any successor agreement shall be applicable to employees 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. Eight (8) hours of benefit contributions for travel days and idle days on overnight locations shall be made as provided in the Black Book.

(b) The Employer will execute any documents required to constitute it an appropriate Employer contributor to the benefit plans specified in the Black Book.

(c) With the express written consent of the Teamsters Joint Council covering the Teamsters Local Union in whose jurisdiction 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 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.

(d) During the term of this Agreement, the Pension and Health contribution rates will match those now in effect and as may later be modified in the Agreement between the AICP and the IATSE. All changes in the rates contributions pursuant to this paragraph shall be effective on the Sunday closest to the next anniversary date of this Agreement.

ARTICLE XXIII - WAGES

(a) The applicable minimum wage rates for positions covered by the Agreement are set forth on Appendix A attached. There are no guarantees of employment beyond one (1) day.

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

(c) 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.

ARTICLE XXIV - SAFETY TRAINING

(a) The parties agree that CSATF shall provide required safety training to individuals listed on the Industry Experience Roster created pursuant to Paragraph 62(b) of the Black Book and referenced in Article X of this Agreement.

(b) A stipend in an amount fixed from time to time by the Black Book shall be paid by CSATF to any individual for attending CSATF required safety training classes. The stipend shall be paid to each individual in a single check within thirty (30) days following completion of all safety classes required for that individual's job classification. It is understood that any check so issued shall include payment for course A of the Safety Pass Program, whether completed before or after the individual was placed on the Industry Experience Roster.

(c) A person on the Industry Experience Roster who fails to successfully complete legally-required industry safety training courses within ninety (90) days after placement thereon shall be temporarily removed from the Industry Experience Roster. During the time the person is so temporarily removed from such Roster, the Employer

is not obligated to call such person and CSATF shall not count any time during which the person is so suspended for purposes of advancing in Roster grouping. Such person shall be reinstated to his former grouping on the Roster upon successful completion of such industry safety training courses.

(d) New employees must complete the required Safety Pass Program for drivers before being placed on the Industry Experience Roster.

ARTICLE XXV - CONFIDENTIALITY AGREEMENTS

(a) In recognition of the confidentiality requirements imposed on the employer by advertising agencies and their clients, employees covered by this agreement shall, with respect to any commercial production on which they are employed, hold in strictest confidence all non public information, trade secrets, creative material and production techniques and shall not disparage or give out unauthorized publicity concerning any aspect of the production process except as protected or required by applicable labor laws, rules and regulations. Employer strictly forbids the capturing of images and/or recordings except as authorized by Employer as an essential function of employee's specific job.

(b) When required by the Agency or Advertiser, the employee shall be required as a condition of employment to acknowledge that he/she understands and agrees to comply with the provisions of this Article XXV by signing a copy of the form attached hereto as Appendix C hereto. The employee shall be given a copy of the signed form.

(c) Any document provided to an employee for execution, other than standard payroll forms or pre-approved confidentiality agreements, must be approved in advance by the Union. Failure to obtain the Union's approval will result in any executed document being deemed null and void and unenforceable at the discretion of the Union. The Union will answer the Employer's request for approval via e-mail within 48 hours of receipt (exclusive of weekends and holidays) of the proposed document and if no answer to the request is received, the proposed document shall be deemed approved by the Union.

ARTICLE XXVI - POLITICAL ACTION COMMITTEE CHECKOFF

The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the Teamsters DRIVE or such other political action committee (PAC) as the Union may designate from time to time as the employee has authorized in writing to be deducted. The Employer will issue a single check for all employees' deductions payable to the PAC and remit same directly to the PAC within ten calendar days of the deduction. Along with the check the Employer will provide the PAC with the following information: (1) the name of each employee for whom a deduction has been made, (2) the employee's social security number, and (3) the amount of the deduction. The Union will indemnify and hold harmless the Employer from any and all liability arising from deductions provided for in this action. The foregoing may be assigned to the Employer's payroll service for administration.

ARTICLE XXVII - TERM AND EFFECTIVE DATE

This Amended Agreement shall be effective as of February 1, 2017 and shall remain in full force and effect through January 31, 2022.

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

BY: _____
Steve Dayan
ITS: Secretary-Treasurer

DATED: 2/2/17

ASSOCIATION OF INDEPENDENT
COMMERCIAL PRODUCERS, INC.

BY: _____
Matthew Miller
ITS: President and CEO

DATED: 2/1/2017

APPENDIX "A"

AICP - STUDIO TRANSPORTATION DRIVER 2017 AGREEMENT
MINIMUM HOURLY RATES

Occ Code	CLASSIFICATION	2/5/17	1/28/18	2/3/19	2/2/20	1/31/21
9600	Transportation Gang Bosses	$43.83	$45.14	$46.50	$47.89	$49.33
9621	Drivers of Vehicles Requiring Class A License (including water trucks, vehicles towing trailers over 10,000 lbs. and operators of cranes and honey wagons and driver-cooks)	$38.01	$39.15	$40.32	$41.53	$42.78
9620	Drivers of Vehicles Requiring Class B License (including operators of maxivans (10 or more passengers), buses, 5-ton crew cabs, crew cabs towing trailers less than 10,000 lbs., skip loaders, motor homes and driveable generators)	$35.18	$36.24	$37.33	$38.45	$39.60
9612	Drivers of Vehicles Requiring Class C License (including 3 to 5-ton trucks)	$32.21	$33.17	$34.17	$35.19	$36.25
9623	Camera Car Drivers	$43.83	$45.14	$46.50	$47.89	$49.33
9624	Production Van Drivers/Operators	$44.75	$46.10	$47.48	$48.90	$50.37
9626	Chapman Crane Operator	$43.83	$45.14	$46.50	$47.89	$49.33
See Appendix D	Hyphenate Drivers (as defined in the contract)	To be paid $4.00 per hour in addition to the higher of the two rates for the classifications being worked.			To be paid $5.00 per hour in addition to the higher of the two rates for the classifications being worked.	
9651	Wranglers	$36.93	$38.03	$39.17	$40.35	$41.56
9662	Driver/Wrangler	$38.00	$39.15	$40.32	$41.53	$42.78
9663	Wrangler (Pick-up)	$40.78	$42.00	$43.26	$44.56	$45.90
9665	Wrangler (Braider)	$42.91	$44.20	$45.52	$46.89	$48.30
9673	Trainer (Stable)	$51.41	$52.95	$54.54	$56.17	$57.86

Occ Code	CLASSIFICATION	2/5/17	1/28/18	2/3/19	2/2/20	1/31/21
9675	Wild Animal Trainer	$51.41	$52.95	$54.54	$56.17	$57.86
9676	Wild Animal Handler	$44.54	$45.87	$47.25	$48.67	$50.13
9692	Dog Trainer	$44.54	$45.87	$47.25	$48.67	$50.13
9693	Dog Handler	$36.93	$38.03	$39.17	$40.35	$41.56

APPENDIX "B"

SPECIALIZED EQUIPMENT LISTS

The companies who rent specialized equipment for use in the commercial production industry shall submit exempt equipment lists with driver assignments to the Secretary-Treasurer. Under the 2017 COMMERCIALS AGREEMENT between Teamsters Local 399 and the Association of Independent Commercial Producers, Local 399 agrees to waive grouping requirements on specified equipment that requires special skills and training. Criteria for determining equipment exemption shall be consistently applied among all companies requesting such exemption. A list of this equipment is as follows:

A. EQUIPMENT CONSIDERED SPECIALIZED

Exempt from Seniority Grouping, but Must Be on Industry Experience Roster

Production vans (400 AMP generator minimum)
Chapman Cranes
Car Carriers (4 vehicles or more)
Highway busses designed for carrying 38 or more persons, including driver
Honeywagons
Camera Cars
Catering Trucks
Water Trucks
Hydro-cranes (5-ton or more)
Motorhomes/Housecars

Specialized equipment drivers are not eligible to be employed as a Transportation Gang Boss.

B. EXAMPLES OF EQUIPMENT NOT CONSIDERED EXEMPT

Driver to Be Hired from Industry Experience Roster in Accordance with Seniority Grouping (Unless Driver Is Employed as a Hyphenate)

10-ton Trucks
5-ton Trucks
4-ton Trucks
Trucks with a Covered Box and a GVWR of 19,501 Pounds or More Not Requiring a Class B or Class A License
Stake Beds
Fuel Trucks
Passenger Vans
Driveable Generators
Vehicles Towing Any Trailer Weighing in Excess of 10,000 Pounds or More
Vehicles Towing Any Cast or Make-Up/Hair Trailer or Any Generator

APPENDIX “C”

Pre-Approved Confidentiality Agreement

The undersigned employee:

A.Acknowledges that Article XXV of the 2017 AICP/Teamsters Local 399 Agreement provides as follows:

> "In recognition of the confidentiality requirements imposed on the employer by advertising agencies and their clients, employees covered by this agreement shall, with respect to any commercial production on which they are employed hold in strictest confidence all non public information, trade secrets, creative material and production techniques and shall not disparage or give out unauthorized publicity concerning any aspect of the production process except as protected or required by applicable labor laws, rules and regulations. Employer strictly forbids the capturing of images and/or recordings except as authorized by Employer as an essential function of Employee's specific job;" and

B.Agrees to comply with the provisions of Article XXV with respect to the commercial production described below.

_____	_____
Date Signed	Signature of Employee
_____	_____
Name of Employee	Production Company
_____	_____
Category	Description of Commercial

APPENDIX "D"

Hyphenate Driver Occupation Codes

Hyphenate Drivers
9601 Class A Hyphenate
9602 Class B Hyphenate
9603 Class C Hyphenate

Art Department
9641 Propmaster
9642 2nd Propmaster
9643 3rd Propmaster
9644 Leadperson
9645 Set Dresser
9646 Special FX Foreman
9647 Lead FX
9648 FX

Grip
9680 Key Grip
9681 2nd Grip (Best Boy)
9682 Dolly Grip
9683 Grip

Electric
9600 CLT/Gaffer
9604 Production Van Hyphenate
9691 2nd Electrician
9692 Dimmer Operator
9693 Electrician

AICP/Teamsters Local 399
2017 Commercial Agreement

Area Standards Supplement

This Agreement shall supplement the 2017 Commercial Agreements negotiated between the Studio Transportation Drivers Local 399 of the International Brotherhood of Teamsters ("Local 399") and the Association of Independent Commercial Producers ("AICP") on behalf of those commercial production companies that consented to be bound thereby ("Employer" or "Employers").

Employers party to the Commercial Agreements frequently hire employees subject thereto in connection with the production of commercials on overnight locations in Arizona, California, Colorado, Hawaii, Nevada, New Mexico, Oregon, Utah and Washington (the "western states").

This Area Standards Supplement shall establish the minimum wage rates and working conditions of employees hired at such locations to render services within job classifications covered by the Commercial Agreements. Except as otherwise expressly modified hereafter, the wages, benefits and working condition provisions of the Commercial Agreements shall be applicable to such employees.

When the Employer needs to hire qualified employees on location outside Los Angeles County and in the western states, it will give notice to the Local Union affiliated with the International Brotherhood of Teamsters having chartered jurisdiction in the geographical area and will give fair consideration to qualified persons referred by such Local Union on a non-discriminatory basis. If such Local Union does not represent Location Managers and/or Scouts, the Employer need not apply this agreement to any Location Manager and/or Scout it hires at such location.

The Employer may make benefit contributions to such other Teamsters Local Union's Pension and Health Plan(s) on behalf of or make payments directly to covered employees residing in such jurisdiction provided that such contributions or payments plus wages 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 plus wages.

Dated this 2nd day of FEBRUARY, 2017.

Association of Independent Commercial Producers:

By: _____
Matthew Miller

Its: President and CEO

Dated: 2/1/2017

Studio Transportation Drivers Local 399 of the International Brotherhood of Teamsters:

By: _____
Steve Dayan

Its: Secretary-Treasurer

Dated: 2/2/17

PICTURES OF SOME COVERED EQUIPMENT

5-Ton Grip/Electric Truck

5-Ton Truck

5-Ton Crew Cab Truck

Three-Room, Two Axle Trailer

Two 4-Ton Trucks

10-Ton Grip/Electric Truck

Water Truck

Honey-Wagon

Production/Wardrobe Combination Trailer

Production Van and Trailer

Motor Home

Flat Bed Trailer

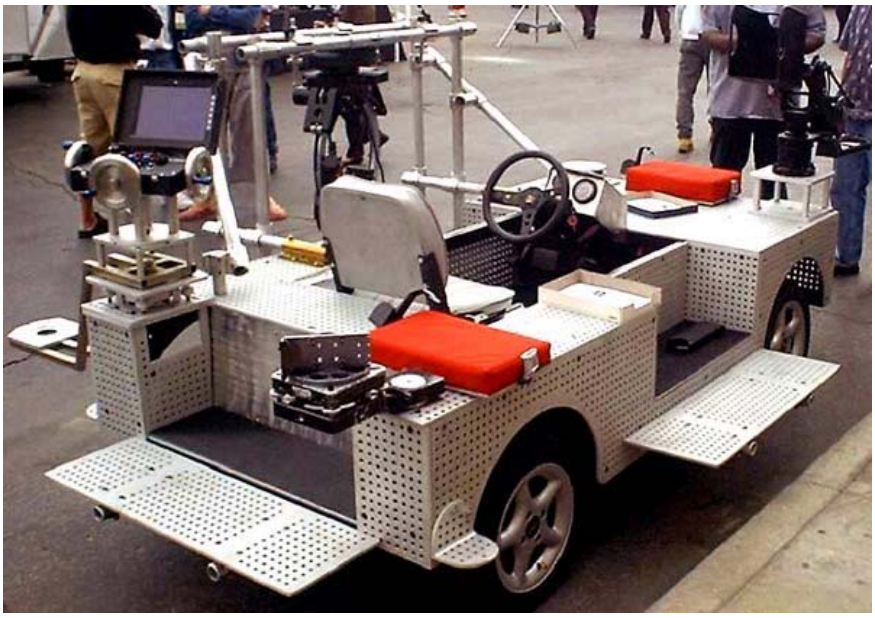
Car Carrier

Traditional Camera (Insert) Car

Camera (Insert) Car with Crane

Specialty Camera (Insert) Car

Specialty Camera (Insert) Car



Specialty Camera (Insert) Car

Specialty Camera (Insert) Car

Gator Type Vehicle

Six Passenger Golf Cart

Stake Bed

Bus

People Mover (Mini Bus)

15-Passenger Van

Skylight

Catering Truck

Tow Plant Generator

Driveable Generator

PICTURES OF SOME NON-COVERED EQUIPMENT

Cube Van

Super Cube Van

Portable Restrooms