

## **ARTICLE 30. COSTUME DEPARTMENT COORDINATORS**

This Article 30 is effective as of July 3, 2022. For Employers signatory to the 2018 Local USA 829 Costume Department Coordinators Agreement, the terms and conditions of that agreement shall apply until July 3, 2022, except when an earlier effective date is specified in this Agreement.

This Article applies to individuals employed by the Employer whose overall primary job function is to provide services as a Costume Department Coordinator on live action theatrical motion pictures, dramatic television motion pictures and dramatic motion pictures made for the Internet, mobile devices or any other new media platform in existence as of October 1, 2009 (“New Media Productions”) (including “Experimental New Media Productions,” as that term is defined in Paragraph B. of Exhibit 7 to this Agreement (see Paragraph J.(21) below), but only to the extent that the Employer elects to cover them) within the five (5) boroughs of the City of New York, Nassau County, and that area in the State of New Jersey known as the Meadowlands.

Except as expressly specified in this Article 30, the other terms and conditions of the 2021 Local USA 829 Motion Picture Production Agreement shall not apply to Costume Department Coordinators; only the terms expressly set forth in this Article shall apply.

A. Once an Employer engages a Costume Department Coordinator under this Article 30, other individuals who are not covered under this Article 30 (including, but not limited to, individuals employed in other classifications under the Local USA 829 Motion Picture Production Agreement) may assist the Costume Department Coordinator in the performance of the Costume Department Coordinator's duties or perform the duties of a Costume Department Coordinator on a temporary basis in the Costume Department Coordinator's absence for a period of up to one (1) workweek. However, if another individual who is not engaged under this Agreement is performing the duties of the Costume Department Coordinator in the Costume Department Coordinator's absence for a period in excess of one (1) workweek, that individual shall be classified as a Costume Department Coordinator subject to the terms of this Article 30 during the entire period when the individual is performing that work in the Costume Department Coordinator's absence. The Employer may, however, choose to fill a temporary absence with an individual covered under this Agreement as a Costume Department Coordinator.

B. The parties recognize that the work of a Costume Department Coordinator may be subsumed within another job classification in the costume department, the wardrobe department and/or the accounting department, and that individuals in such job classifications may be assisted by others who are not covered under this Agreement. When the work of a Costume Department Coordinator is performed in the manner described in the preceding sentence, the individuals performing such work shall not be covered under the terms of this Article 30, subject to the restrictions of other collectively bargained agreements covering said departments, and current practice.

C. **Recognition**

The Employer recognizes the Union as the exclusive collective bargaining agent for all Costume Department Coordinators covered by this Agreement who are employed by the Employer to work on productions of the type, and within the geographical area, described in the first paragraph of this Article.

D. **Minimum Wage Rate**

The minimum wage rate for Costume Department Coordinators shall be subject to individual negotiation between the employee and the Employer. The Employer may engage a Costume Department Coordinator on an hourly basis or on a weekly "on-call" basis.

E. **Pension, Health and Annuity Fund Contributions**

(1) Theatrical Motion Pictures

(a) For Costume Department Coordinators employed on theatrical motion pictures on an hourly basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in the amount of \$146.00 per day effective October 1, 2021; \$153.00 per day effective October 3, 2021; \$160.00 per day effective October 2, 2022; and \$168.00 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.A.(1) of Appendix A.

(b) For Costume Department Coordinators employed on theatrical motion pictures on a weekly “on-call” basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in the amount of \$146.00 per day effective October 1, 2021; \$152.00 per day effective October 3, 2021; \$165.00 per day effective October 2, 2022; and \$178.50 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.A.(2) of Appendix A.

(2) Television Motion Pictures

(a) For Costume Department Coordinators employed on television motion pictures on an hourly basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in the amount of \$132.00 per day effective October 1, 2021; \$138.00 per day effective October 3, 2021; \$144.00 per day effective October 2, 2022; and \$151.00 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.B.(1) of Appendix A.

(b) For Costume Department Coordinators employed on television motion pictures on a weekly “on-call” basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in the amount of \$132.00 per day effective October 1, 2021; \$138.00 per day effective October 3, 2021; \$151.00 per day effective October 2, 2022; and \$164.50 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.B.(2) of Appendix A.

### (3) Covered New Media Productions

(a) On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the second paragraph of Paragraph B. of Exhibit 7 to this Agreement), Employer's only obligation hereunder with regard to fringe benefit contributions shall be to make, on behalf of each employee covered hereunder, that portion of the aggregate contribution specified in Paragraph 3.B. of Appendix A that is due to the IATSE National Health and Welfare Fund.

(b) On covered New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the second paragraph of Paragraph B. of Exhibit 7 to this Agreement), or when an employee is assigned by the Employer to a covered New Media Production based on an existing television motion picture covered by this Agreement that was produced for "traditional" media – *e.g.*, a free television, basic cable or pay television motion picture ("the source production") as part of their regular workday on the source production, Employer shall be obligated to make, on behalf of each employee covered hereunder, pension, welfare and Annuity Fund contributions to the United Scenic Artists Local 829 Pension Plan, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in accordance with Paragraph E.(2) above (to be allocated among the Funds as specified in Paragraph 3.B. of Appendix A).

#### F. **Staffing**

There shall be no requirement to engage a Costume Department Coordinator on a production covered by this Agreement. Staffing of Costume Department Coordinators shall be at the Employer's discretion.

#### G. **Arbitration**

In the event of any dispute between the Union and the Employer, the parties agree promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled, it shall be submitted to arbitration on the request of either party. However, any dispute, other than a dispute regarding whether an individual should be covered under this Agreement, must be submitted to arbitration within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation.

In the event of a dispute regarding whether an individual should be covered under this Agreement, the Union shall notify the Employer within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. Upon receipt of such notice, the Union and the Employer shall meet promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled in this manner, the parties shall, within ten (10) business days after they have failed to settle the matter, meet in person or telephonically with a representative from the International Alliance of Theatrical Stage Employees and a representative from the Alliance of Motion Picture and Television Producers to attempt to settle such matter amicably before submitting the dispute to arbitration. Any unresolved dispute must be submitted to arbitration upon the request of either party within thirty (30) days following the conclusion of that process.

Arbitrable disputes shall consist only of issues involving the interpretation or application of particular clauses of this Agreement and alleged violations.<sup>4</sup> The arbitrator shall not have the right or authority to add to, subtract from, or alter any of the provisions of this Agreement. Matters as to which the parties have provided in the Agreement for the exercise of opinion or judgment shall not be subject to arbitration.

Any arbitrable dispute which the parties are unable to settle may be submitted by either the Union or the Producer for arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the fees of the arbitrator shall be divided equally between the Union and the Producer. The decision of the arbitrator shall be final and binding.

#### H. **Better Conditions**

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. Provided also, that the Employer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

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<sup>4</sup> Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to arbitration under this Article 30.G.

I. **Savings Clause**

Should any provision of this Article 30 or the application of such provision to any person or circumstance be held in conflict with a provision of law, the remainder of this Article 30, or the application of such provision to persons or circumstances other than those to which it is held in conflict with a provision of law, shall not be affected thereby.

J. **Incorporation of Provisions from 2021 Local USA 829 Agreement**

In addition to the other provisions of this Article 30 above, only the following provisions of 2021 Local USA 829 Agreement are applicable to Costume Department Coordinators:

(1) Article 2., “Union Security;”

(2) Article 3., “Check-Off;”

(3) Article 5.A.(2)(b) (applies to Costume Department Coordinators engaged on an hourly basis) and 5.B.(2)(b) (applies to Costume Department Coordinators engaged on a weekly “on-call” basis), “Four (4) Hour Minimum Call for Training;”

(4) Article 5.A.(3) and (5), “Premium Pay,” apply to Costume Department Coordinators engaged on an hourly basis, except that references to “the employee’s regular basic hourly rate” are replaced with “the employee’s negotiated hourly rate.”

Article 5.B.(3), “Premium Pay” applies to Costume Department Coordinators engaged on a weekly “on-call” basis, except that references to “the weekly rate” are replaced with “the employee’s negotiated weekly rate.”

(5) Article 8, “Holidays;”

(6) Article 9A., “United Scenic Artists Local USA 829 401(k) Plan (No Matching Contributions);”

(7) Article 9.D.(1) through (5), “Administration of United Scenic Artists, Local 829 Pension Fund, IATSE National Health and Welfare Fund and IATSE Annuity Fund;”

(8) Article 15., “Health, Safety, Sanitary Conditions, Insurance and Lockers;”

- (9) Article 16., "Employee List;"
- (10) Article 17.A., "No Strike-No Lockout;"
- (11) Article 17.C., "Non-Discrimination;"
- (12) Article 17.D., "Payment of Wages;"
- (13) Article 18., "Business Representatives;"
- (14) Article 19., "Term;"
- (15) Article 20., "Changes and Modifications;"
- (16) Article 21., "Apprenticeship and Training Trust Fund;"
- (17) Article 26., "Sick Leave;"
- (18) Article 27., "Family Companies;"
- (19) Article 28., "Diversity, Equity and Inclusion;"
- (20) Article 29., "Harassment Prevention Policy;" and
- (21) Paragraph B. of Exhibit 7 ("Definition of 'Experimental New Media'"), except that the second sentence of Paragraph B. shall not apply.

**FOR THE UNITED SCENIC ARTISTS, LOCAL USA 829,  
I.A.T.S.E. & M.P.T.A.A.C.**



Date: 11/16/2023

Carl Mulert  
National Business Agent

**FOR THE ALLIANCE OF MOTION PICTURE AND  
TELEVISION PRODUCERS, ON BEHALF OF THE  
COMPANIES LISTED IN EXHIBIT "A" ATTACHED HERETO**



Date: November 17, 2023

Carol A. Lombardini  
President