

**2007 COMMERCIAL PRODUCTION AGREEMENT**

**AND**

**NORTHEAST CORRIDOR APPENDIX**

**I.A.T.S.E. – A.I.C.P.**

**2007 COMMERCIAL PRODUCTION AGREEMENT**

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## 2007 COMMERCIAL PRODUCTION AGREEMENT

THIS 2007 COMMERCIAL PRODUCTION AGREEMENT (“CPA” or “Agreement”) has been negotiated between the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS and ALLIED CRAFTS OF THE UNITED STATES AND CANADA, AFL-CIO, CLC (“IATSE”) and the ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS, INC., (“AICP”) and is binding on those commercial production companies that have consented to be bound hereby (“Employer” or “Employers”).

Employers are engaged in the physical production of commercials pursuant to contracts with advertising agencies and/or advertisers. The IATSE represents technicians and artisans who work in the production of commercials.

Commercial production services the advertising industry by providing commercials which advertise products to consumers. While the traditional production processes of commercials parallels that of live action motion picture production, the process is creatively controlled by advertisers and their agencies whose requirements effect personnel selection, production schedules, work practices and budgets.

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

### ARTICLE I - RECOGNITION AND GEOGRAPHIC APPLICATION OF AGREEMENT

Section 1. Recognition. The Employer recognizes the IATSE as the exclusive collective bargaining representative of all production technicians and artisans employed in classifications traditionally represented by the IATSE in the television commercial industry who are employed by the Employer in the County of Los Angeles to perform services either within or without of said county or within the geographic application set forth in Section 2 in the production of filmed television commercials.<sup>1</sup> 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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<sup>1</sup> Excluding public service announcements, spec commercials and low budget commercials. Low budget commercials are defined as those which have a single day production cost that does not exceed \$75,000 nor an aggregate cost of more than \$225,000. With respect to low budget commercials, wage rates shall be subject to individual negotiation but the benefit provisions of Article XXII shall be applicable. Where the Employer maintains that a production is a low budget commercial as herein defined, it shall upon request of the International Union provide verification of the budget for such production. 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.

With respect to public service announcements, the parties understand that the above footnote does not preclude the Employer from voluntarily electing to pay benefit contributions to the plans described in Article XXII on behalf of the entire crew working in categories covered by this Agreement.

The Employer recognizes IATSE as the bargaining agent for persons employed as Marine Coordinators, boat handlers and on-set picture boat operators except to the extent that these categories, prior to the date of this agreement, are covered by a separate collective bargaining agreement with another labor organization. Wages for these categories shall be “as negotiated.”

The parties confirm that (i) the installation, connection and striking of temporary electric power sources emanating from a location base camp and (ii) aerial balloon lighting are work within the jurisdiction of the IATSE. This is not a staffing requirement.

Section 2. Geographic Application of Agreement. This Agreement shall be applicable throughout the United States, Puerto Rico and the U.S. Virgin Islands and binding on those commercial production companies who have consented to be bound hereby except as follows:

(1) Productions within the chartered geographic jurisdiction of the New York City based production and post production IATSE affiliated local unions, unless such local union has consented in writing to be bound by this Agreement for all or a portion of its jurisdiction;<sup>2</sup>

(2) Commercial production companies based and performing commercial production work in Chicago, Illinois (i.e. the geographic jurisdiction of IATSE Studio Mechanics Local 476) under the terms of the Collective Bargaining Agreement negotiated by Local 476 and The Midwest Chapter of the AICP.

(3) Productions in the California counties contiguous to San Francisco Bay unless IATSE Local 16 elects to be covered by this Agreement;

(4) Commercial production companies based and performing work in Detroit, Michigan;

(5) Commercial production companies who are signatory to an existing commercial agreement with affiliated Local Unions except:

(i) Commercial agreements which permit the signatory producer to elect coverage under this Agreement in lieu thereof and such election is exercised, and

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<sup>2</sup> Provided, however, that employees hired outside the 50-mile radius of Columbus Circle who (i) are represented by a New York based IATSE Local whose contractual jurisdiction with the AICP then currently extends beyond said radius and (ii) who are employed by an AICP Producer signatory hereto and to a then current agreement with said Local, shall continue to be covered by said agreement unless the Local agrees in writing that employees performing services within its aforementioned contractual jurisdiction may be treated as Local Hires hereunder. If such Local has agreed as aforesaid, then at the direction of such New York based IATSE local, the employer shall pay pension and welfare fund contributions on behalf of such employees to the New York based IATSE Local's established benefit plans in lieu of the plans to which the Employer would otherwise contribute on behalf of a Local Hire as set forth in Article XXII ("Benefits") of this Agreement. Nothing contained in the preceding sentence nor in the AICP, Inc./IATSE negotiations resulting in this Agreement shall be deemed to prejudice the position of either the AICP or any New York based IATSE Local referred to in this footnote concerning the scope of the New York based IATSE Local's contractual jurisdiction with the AICP and nothing contained in this footnote nor in the negotiations resulting in this Agreement shall be deemed an admission against the AICP, Inc. nor such New York IATSE Local with respect to the scope of such contractual jurisdiction.

(ii) Commercial agreements between a producer and an IATSE affiliated Local Union, which has authorized the IATSE to bind them to this Agreement.

(iii) If the conditions of either (i) or (ii) above are met, this Agreement shall as to such producer replace and supercede any pre-existing Commercial Agreement which shall be of no further force or effect.

Section 3. Commercial productions covered by this Agreement shall include commercials 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.

Section 4. In the event the Employer engages in the production of commercials for the internet utilizing methods of production which are substantially different from the traditional methods of commercial production, the wage rate and working condition provisions of this Agreement shall not be applicable to such non-traditional production. The Employer shall give advance notice to the IATSE of such intended non-traditional production who in turn will give notice to the AICP and will give the AICP an opportunity to participate as mediator in negotiations between the IATSE and the Employer. The representatives of the Employer, the IATSE and the AICP will meet, or if mutually agreed confer via telephone conference, to negotiate wage rates and working conditions applicable to such non-traditional production. If the parties fail to reach an agreement with respect to different wages and working conditions, then the full terms and conditions, including the wages and working conditions, of this Agreement shall be applicable to the employees performing the work in question.<sup>3</sup>

## ARTICLE II - UNION SECURITY AND CHECKOFF

Section 1. Employees covered by this Agreement, as a condition of employment, shall become and thereafter remain members in good standing of the IATSE<sup>4</sup> 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.

Section 2. Checkoff. The Employer or its designated payroll agency shall withhold as "work dues," specified amounts or percentage, from the gross wages of all classifications of employees represented by I.A.T.S.E. affiliated Local Unions ("Locals") who have executed a written dues deduction authorization which complies with Section 29 U.S.C. 186(c) and provided such authorization has been filed and reported as hereafter provided.

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<sup>3</sup> For low budget non-traditional commercials, defined as those utilizing methods of production that are substantially different from the traditional television commercial production and where neither the daily cost exceeds \$50,000 nor the aggregate cost exceeds \$750,000, wage rates shall be individually negotiated with the employee and benefits payments shall be made as provided in this Agreement.

<sup>4</sup> Including the appropriate chartered West Coast Studio Local of the IATSE ("Local Union").

Each Local shall provide the AICP and the payroll agencies which service the television commercial production industry with an alphabetical listing of the employees who have executed and filed with such Local the dues deduction authorization form above referenced. The listing shall also contain individual social security numbers. Each Local shall periodically update the listing by adding the names and social security numbers of any new authorizations and by deleting those which have been lawfully revoked. The AICP, Employers, and their payroll agencies may rely on the listing provided by each Local and the I.A.T.S.E. and each Local hereby agrees to indemnify and hold harmless the AICP, Employers and their payroll agencies from any claims, legal actions or any other form of liability arising out of the withholding of "work dues" of employees whose names appear on the then current listing provided by the Local. The AICP, Employer or designated payroll agencies shall immediately notify the Local and I.A.T.S.E. of any claims or actions and shall tender the defense of any such claims or actions to the Local which shall be responsible for the defense of same or the AICP may undertake defense and designate its own counsel at the Local's sole cost and expense. The AICP, Employer and designated payroll agencies shall cooperate with the I.A.T.S.E. Local in the defense and resolution of any claim or action.

Within ten (10) working days following the close of each payroll period, the Employer or its designated payroll agency shall remit to the appropriate Local the total amount of work dues deducted together with a report reflecting the name, social security number, gross wages and individual work dues remitted on behalf of such employees.

### ARTICLE III - ADMINISTRATION

Section 1. In order to achieve consistency and continuity in the administration of this Agreement, the IATSE 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.

Section 2. With respect to productions outside of Los Angeles County and outside the New York Zone (defined as the area within a radius of 75 miles from Columbus Circle and LI) and the Philadelphia Zone (a radius of 30 miles from the center of Philadelphia), Employer will notify the Regional designee of the I.A.T.S.E. of the Employer's intent to shoot in the respective location, and provide the name of the Employer's contact person for the production and the location where covered employees will be working. Such notice may be given by phone, fax or email. The IATSE shall provide the AICP with the current contact information for the designated individual in each region.

### ARTICLE IV - ACCESS

Section 1. (a) The designated representatives of the IATSE and its Local Unions 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.

(b) During the course of production, the Employer shall make available to the Union for inspection payroll records pertaining to the bargaining unit. The Employer's representatives may be present during such examination.

#### ARTICLE V - JOB STEWARD

Section 1. The IATSE or crew may appoint one steward for each production. The identity of the designated steward shall be made known to the Producer of the television commercial 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 their duties as steward.

#### ARTICLE VI - NO DISCRIMINATION

Section 1. The Employer and the IATSE agree that there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, physical handicap, union membership or national origin, or as otherwise provided in applicable State or Federal legislation.

#### ARTICLE VII - GRIEVANCE PROCEDURE AND JURISDICTIONAL DISPUTES

Section 1. Any dispute between the IATSE on behalf of itself or a Local Union and the Employer 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 the IATSE and AICP for resolution. If they are unable to resolve the matter, it may be submitted to arbitration by either the IATSE or the Employer. If an arbitrator cannot be mutually selected, then either party shall have the right to refer the matter to final and binding arbitration in accordance with the voluntary 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 or the IATSE or 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.

Section 2. (a) Disputes involving claims by one IATSE Local that are of a jurisdictional nature and that impact the jurisdiction of another IATSE Local shall not be subject to the Grievance and Procedure in Section 1. Instead, such disputes shall be submitted to the International President of the IATSE for final determination as between such Locals. The decision of the International President will be rendered promptly and shall not adversely impact the Employer and its legal rights. A dispute covered by this Article includes but is not limited to any grievance by any IATSE Local against an employer claiming that the employer assigned work to another IATSE Local in violation of the terms of this Agreement, or other agreement with either IATSE Local, shall be deemed a jurisdictional dispute subject to the terms of this provision.

(b) The IATSE shall, on notice from the AICP or an Employer, immediately intervene to prevent any interference with production over a jurisdictional dispute. It is expressly agreed that any such interference is a violation by such Locals of the “No Strike-No Lockout” provision of Article VIII of this Agreement.

#### ARTICLE VIII - NO STRIKE - NO LOCKOUT

Section 1. During the term of this Agreement, there shall be no strikes, picketing, or work stoppages by the IATSE or by an employee, or lockout by the Employer.

#### ARTICLE IX - MULTI-EMPLOYER UNIT

Section 1. 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 shall be deemed to be within the multi-employer bargaining unit established by the Producer - I.A.T.S.E. 2006 Basic Agreement and its successor agreement (“BA”) and subject to the BA’s 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 - FIRST CONSIDERATION FOR EMPLOYMENT

Section 1: Hiring Employees Within Los Angeles County:

(a) Preference of employment shall be based on the Industry Experience Roster and the Television Commercial Roster. In recognition of the special conditions in production of television commercials, the Employer may employ persons specifically designated by the advertiser or its agency who are not otherwise entitled to preference. Further, the Employer may employ persons not entitled to preference where such persons have unique training, skill or knowledge of evolving technologies or where such persons have documented records of prior experience in the production of television commercials, interactive programming, music videos and documentary, educational, and industrial films.

(b) Persons hired pursuant to (a) above who are not on the Industry Experience Roster of a Local Union shall be eligible to have their name added to a Television Commercial Roster (“TCR”) to be maintained and administered by the Contract Services Administration Trust Fund (“CSATF”).<sup>5</sup> Initial placement on such TCR shall be based on thirty (30) workdays in the production of television commercials within the 365-day period preceding the date of application for placement. Employees shall have the burden of establishing their eligibility for such initial placement on the TCR.

(c) Persons listed on the TCR shall be entitled to equal preference of employment with persons listed on the Industry Experience Roster of any Local Union. Once such person has accrued a total of 90 workdays under this Agreement, they may, upon application to CSATF, have their name added to the Industry Experience Roster of the appropriate Local

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<sup>5</sup> As of October 1, 2007 for its services under Article X(1)(b) and (c) the hourly contribution to the CSATF is \$.26.



Union. The employee shall have the burden of establishing their eligibility for such Industry, Experience Roster placement subject to the then current rules and procedures applicable to such placement.

Section 2: Hiring Employees Outside Los Angeles County:

When hiring employees outside of Los Angeles County but within the scope of Article I Section 2 above, the Employer will give first consideration to qualified persons referred by Local Union affiliates of the IATSE located in the geographic area of a covered production. In recognition of the special conditions in production of television commercials, the Employer may employ persons specifically designated by the advertiser or its agency who are not otherwise entitled to first consideration. Further, the Employer may employ persons not entitled to first consideration where such persons have documented records of prior experience in the production of television commercials, interactive programming, music videos and documentary, educational, and industrial films.

ARTICLE XI - MINIMUM TERMS AND CONDITIONS

Section 1. 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 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

Section 1. The parties recognize that there are factors and requirements unique to the making of television commercials 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.

Section 2. 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. The use of third party vendors for services consistent with commercial industry practice shall not be deemed within this provision.

Section 3. 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

Section 1. (a) There shall be no minimum staffing requirements provided, however, staffing practices shall be consistent with the general past practice of the television

commercial production industry. Consistent with past practice, there shall be practical interchangeability within the production crafts.<sup>6</sup>

(b) It shall be the responsibility of the Employer to ensure that safety standards consistent with OSHA and prevailing television commercial safety standards are maintained during the production and that no unsafe equipment, procedures or practices are allowed on the set or work site. Employees shall cooperate with the Employer to maintain such safety standards at all times. No employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life and limb.

#### ARTICLE XIV - WORK DAY, WEEK AND MINIMUM CALLS

Section 1. The work week shall be any five or six consecutive work days within seven consecutive days. The minimum daily-work call during pre-production and production shall be eight (8) work hours. Work time begins at the time of the set call and ends at the time of set dismissal. The minimum call on a travel only day shall be four (4) hours and the maximum shall be eight (8) hours paid as a straight time allowance. Eight (8) hours of benefit contributions for travel days and idle days on overnight locations shall be made.

#### ARTICLE XV - OVERTIME

Section 1. 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. Double time shall be paid after twelve (12) hours worked 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 – 1½ X, 7th day and holidays - 2X.

Section 2. All time is to be computed in one-quarter (1/4) hourly units.

#### ARTICLE XVI - REST PERIODS

Section 1. There shall be a ten (10) hour rest period following all studio zone, studio and local location work assignments. There shall be a nine (9) hour rest period following all overnight location assignments.<sup>7</sup> If the full rest period is not provided, then the employee shall be paid on return to work at the applicable base or overtime rate plus an additional hour of straight time, for all invaded hours if at least six (6) hours of rest have been provided, or for all hours worked if less than six (6) hours of rest were provided until a ten (10) hour rest period is provided.

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<sup>6</sup> The foregoing shall not be deemed to preclude the services of “stylists” as that term is understood in the commercial industry who are not covered by this Agreement.

<sup>7</sup> The Director of Photography and camera operator shall be given an additional one hour of rest on overnight locations.

ARTICLE XVII - HIGHER CLASSIFICATION

Section 1. 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

Section 1. Meal periods shall not be less than one-half (1/2) 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.)

Section 2. 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.

Section 3. 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. 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 and each succeeding ½ meal delay 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 XIX - LOCATIONS/TRAVEL

Section 1: Employees Hired Within Los Angeles County:

(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,

CA, unless there are access difficulties, in which case the Employer will make appropriate transportation arrangements.

(b)(1) Employees may be requested to report to a nearby production location outside the thirty (30) mile zone, in which case the employee shall be paid mileage, computed from the perimeter of the distance from the thirty (30) mile zone to the reporting place and return calculated at the rate of the then current IRS established rate, which on the effective date of this Agreement is \$.485 cents per mile. Such travel time outside of the thirty (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.

(b)(2) On any day in which an employee covered under this Agreement works in excess of eighteen (18) hours including travel time from the edge of the zone and the location is more than thirty (30) miles from the edge of the zone, the Employer, shall offer that employee (and, if accepted, pay for) first class nearby hotel accommodations.

(c) Any employee who is transported by the Employer to an overnight location shall be provided with a per diem allowance and either housing or a housing allowance. The Employer shall provide transportation to and from overnight locations. All travel by commercial jet shall be not less than coach class. All other travel by commercial carriers shall be by the best class available.

(d) 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. Daily travel time shall not exceed one hour a day. Daily travel time in excess of one hour a day shall be paid as work time. Rest periods shall be calculated on a portal-to-portal basis.

(e) The employer acknowledges its obligation to offer transportation between locations on a multiple location production day. If an employee is required by the employer to use their personal vehicle during the work day to travel between multiple locations, whether inside or outside the zone, such employee shall receive mileage reimbursement at the then current IRS rate. If an employee refuses the company offer of transportation and chooses to use their own vehicle, that employee shall not be entitled to mileage reimbursement.

Section 2: Employees Hired Outside Los Angeles County:

For employees hired outside of Los Angeles County, the following shall apply:

(a) Production Zones shall be deemed to exist in the following production centers covered by this Supplemental Agreement. A Production Zone is defined to encompass the area within a thirty mile radius of the City Hall of the following production centers, unless otherwise specified below:

<u>State</u>		<u>Production Center</u>
Alaska	--	Anchorage
Arizona	--	Phoenix and Tucson

California	--	Sacramento and San Diego
Colorado	--	Denver
Florida	--	Miami (includes all of Palm Beach, Dade and Broward Counties), Orlando (includes Winter Haven and Lakeland) and Tampa (St. Petersburg and Clearwater)
Georgia	--	Atlanta
Hawaii	--	Honolulu
Louisiana	--	New Orleans
Maryland	--	Baltimore
Massachusetts	--	Boston
Michigan	--	Detroit
Minnesota	--	Minneapolis and St. Paul
Missouri	--	St. Louis
Nevada	--	Las Vegas
New Mexico	--	Albuquerque and Santa Fe
North Carolina	--	Charlotte and Wilmington
Ohio	--	Cleveland
Oregon	--	Portland
Pennsylvania	--	Pittsburgh
Puerto Rico	--	San Juan
Tennessee	--	Nashville
Texas	--	Austin, Dallas, Ft. Worth, Houston, San Antonio
Utah	--	Salt Lake City
Virginia	--	Richmond, Washington, D.C.
Washington	--	Seattle

(b) For productions in a Production Zone, the following shall apply:

(1) Employees shall report to work at designated local production locations within the Production Zone unless there are access difficulties, in which case the Employer will make appropriate transportation arrangements.

(2) An employee who works within a Production Zone and resides within the geographic jurisdiction of a local Union where production takes place or whose principal residence is within 60 miles from the production location, is considered a Local Hire.

(c) For productions at a Nearby Location (i.e. a location outside a Production Zone, but not an overnight (location), the following shall apply:

(1) Employees may be requested to report to a Nearby (non-overnight) location outside the thirty (30) mile zone, in which case the employee shall be paid mileage, computed from the perimeter of the distance from the thirty (30) mile zone to the reporting place and return calculated at the rate of the then current IRS established rate, which on the effective date of this Agreement is \$.485 cents per mile. Such travel time outside of the thirty (30) mile

zone shall be paid as an allowance at the employees regular hourly rate and such travel time shall not be included in the required rest period.

(2) On any day in which an employee covered under this Agreement works in excess of eighteen (18) hours including travel time from the edge of the zone and the location is more than thirty (30) miles from the edge of the zone, the Employer, shall offer that employee (and, if accepted, pay for) first class nearby hotel accommodations.

(d) Any employee who is transported by the Employer to an overnight location or whose primary residence is more than 60 miles from a production location is a Distant Hire. Distant Hires shall be provided with a per diem allowance and either housing or a housing allowance. The Employer shall provide transportation to and from overnight locations for Distance Hires. All travel by commercial jet shall be not less than coach class. All other travel by commercial carriers shall be by the best class available.

(e) Work time for employees on overnight location shall be calculated from time to set call to time of set dismissal and they shall be provided with transportation to and from daily production locations. Daily travel time shall not exceed one hour a day. Daily travel time in excess of one hour a day shall be paid as work time. Rest periods shall be calculated on a portal-to portal basis.

(f) The employer acknowledges its obligation to offer transportation between locations on a multiple location production day. If an employee is required by the employer to use their personal vehicle during the work day to travel between multiple locations, whether inside or outside the zone, such employee shall receive mileage reimbursement at the then current IRS rate. If an employee refuses the company offer of transportation and chooses to use their own vehicle, that employee shall not be entitled to mileage reimbursement.

#### ARTICLE XX - CANCELLATION OF CALLS

Section 1. 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 3:00 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 cancelled call was for a travel only or wrap in which case the employee shall be paid a four (4) hour minimum call.

#### ARTICLE XXI - HOLIDAYS

Section 1. Recognized holidays shall be the same as those designated in the then current Screen Actors Guild Commercials Contract. Weekly employees shall be paid for an unworked holiday falling within their regular work week.

#### ARTICLE XXII - BENEFITS

Section 1. The provisions of Article IX shall be applicable to employees hired by the Employer to perform services in the County of Los Angeles (except for Locals 161 and 798 as hereinafter provided) 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.<sup>8</sup>

Section 2. (a) The following shall be applicable to employees hired outside of Los Angeles County, *except* camera department and post production employees and employees hired and rendering services in the categories represented by Locals 161, 476, 764, 769, 784 and 798 as hereinafter provided. Benefit contributions shall be made in the following aggregate amounts for each day worked:

Effective	Effective	Effective
<u>10/22/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
\$60.00	\$65.00	\$69.00

(b) For camera department and post production employees hired and working outside of Los Angeles County contributions shall be made in the amount of \$9.0416/hr plus 5.5% of scale (IAP) to the MPIPHP. *(See footnote 8 below, paragraphs (b)(2), (c) and (d).)*

(c) For the following specified geographic areas, benefit contributions for other than camera department and post production employees and employees hired in and rendering services in categories represented by Locals 476, 784, and 798 shall be as follows:

(1) For persons hired in New England, Maryland, and Washington, D.C., benefit contributions shall be made in the following aggregate amounts for each day worked:

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<sup>8</sup>For the benefit of employees hired to perform services in Los Angeles County or hired in Los Angeles County to perform services outside Los Angeles County:

(a) Effective October 22, 2007, the Producer shall contribute to the MPIPHP plan \$3.8975 (\$3.6375 for pension and welfare and \$.26 to CSA TF) per hour worked or guaranteed. Contributions for idle days shall include the then current full contribution to the Individual Account Plan. (The \$3.6375 includes the 30.5¢ referred to in footnote 8(b).)

(b) The Producer shall, for the period commencing October 1, 2007, to and including July 31, 2009, pay into the Motion Picture Industry Individual Account Plan the sum of thirty and five-tenths cents (30.5¢) for each hour worked by or guaranteed an employee by such Producer on or after October 7, 2007 under the terms of this Agreement (the said 30.5¢ is included in the \$3.6375 referred to in footnote 8(a)), including “straight time” and “overtime” hours on any day worked. In addition, Producer shall contribute to the Individual Account Plan the following amounts on behalf of each employee employed by the Producer hereunder,

(1) For all hours worked by or guaranteed such employee during the period October 22, 2007 to and including August 2, 2008, five and one-half percent (5-1/2%) of the scale Regular Basic Hourly Rate of pay. (In the case of “on call” employees, such percentage payment shall be based on the scale “on call” rate.); and

(2) For all hours worked by or guaranteed such employee during the period August 3, 2008 to and including July 31, 2009, six percent (6%) of the scale Regular Basic Hourly Rate of pay. (In the case of “on call” employees, such percentage payment shall be based on the scale “on call” rate.)

(c) Any negotiated increase in the IAP contribution rate under the IATSE Basic Agreement subsequent to July 31, 2009, shall increase the IAP contribution rate under the CPA by the same amount as of the same date.

(d) The pension and welfare contribution rates to the MPIPHP herein may be modified to rates set by the Board of Directors of the MPIPHP upon a determination by the Actuaries and Consultants to those plans.

Effective	Effective	Effective
<u>10/22/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
\$88.00	\$93.00	\$97.00

(2) For persons hired in Michigan, benefit contributions shall be made in the following aggregate amounts for each day worked:

Effective	Effective	Effective
<u>10/22/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
\$103.00	\$108.00	\$112.00

(3) For persons hired in Nevada, benefit contributions shall be made in the following aggregate amounts for each day worked:

HEALTH:

Effective	Effective	Effective
<u>10/22/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
\$38.71	\$42.71	\$45.71

(4) In addition to the amounts in paragraph (3) for persons hired in Nevada, 8% of gross pay as pension contributions payable to the NRA-IATSE Local 720 Joint Trust Fund.

(5) For persons hired in categories represented by Locals 161, 476, 764, 769, 784 and 798 pension and welfare fund contributions shall be made in the following aggregate amounts for each day worked as follows:

(A) Local 161

(i) In Delaware, Maryland, Massachusetts, Pennsylvania and Washington, D.C.:

10/22/07 through 9/30/08: \$100.00 per day to the IATSE National Plan  
 10/1/08 through 9/30/09: \$105.00 per day to the IATSE National Plan  
 10/1/09 through 9/30/10: \$109.00 per day to the IATSE National Plan

(ii) In Connecticut, New York and New Jersey:

Effective 10/22/07 \$9.0416/hr plus 5.5% of scale (Individual Account Plan) to the MPIPHP. *(See footnote 8 on page CPA-13, paragraphs (b)(2), (c) and (d).)*



- (iii) In Maine, New Hampshire, Vermont, Rhode Island, Virginia, West Virginia, North Carolina, South Carolina, Georgia and Florida:

10/22/07 through 9/30/08: \$81.00 per day to the IATSE National Plan  
10/1/08 through 9/30/09: \$86.00 per day to the IATSE National Plan  
10/1/09 through 9/30/10: \$90.00 per day to the IATSE National Plan

(B) Local 476 (Studio Mechanics - Chicago, Illinois)

For studio mechanic category work within the geographic jurisdiction of Local 476 (i.e. Chicago, Illinois) welfare and pension fund contributions shall be made at the same contribution rates as set forth in the agreement between Local 476 and the AICP Midwest Chapter, as follows:

- (i) To The Studio Mechanics' Local 476 Pension Fund:  
\$1.80 per hour for all hours paid;
- (ii) To The Studio Mechanics' Local 476 Health and Welfare Fund:  
\$5.50 for all hours paid; and
- (iii) To The Studio Mechanics' Local 476 Annuity Fund:  
\$12.00 per day

The preceding rates shall be in effect until January 31, 2010. Between February 1, 2010 and September 30, 2010 the rates for Local 476 shall be the rates agreed between Local 476 and the AICP Midwest Chapter in their Collective Bargaining Agreement effective February 1, 2010.

(C) Local 764 (Wardrobe - New York)

Benefit plan contributions for Local 764 covered work under APPENDIX "E" to this CPA shall in the aggregate be the same as the total daily contributions applicable to the Local 798 New York Pension and Welfare Funds under subsection (F)(i) below payable to the Pension, Health and Annuity Funds of Local 764.

(D) Local 769 (Theatrical Wardrobe - Chicago, Illinois)

Benefit plan contributions for Local 769 covered work under this CPA within the geographic jurisdiction of Local 769 (i.e. Chicago, Illinois) shall be made to the IATSE National Plans at the same rates as contributions to the Local 476 (Studio Mechanics – Chicago, Illinois) plans under subsections (B)(i), (ii) and (iii) above.

(E) Local 784 (Wardrobe – San Francisco)

Benefit plan contributions for Local 784 covered work under this CPA shall, in the aggregate, be the same as the total daily contributions applicable to Local 798 New York Pension and Welfare Funds under subsection (F)(ii) above. Health and welfare fund contributions on behalf of San Francisco wardrobe department personnel shall be

remitted to the Theatrical Wardrobe Union 784 Health and Welfare Trust Fund. Pension Plan contributions on behalf of San Francisco wardrobe department shall be remitted to the "IATSE National Pension Plan C," except that such employees with three (3) or more years vested status in the IATSE Local 16 Pension Trust Fund upon the effective date of this Agreement shall continue to have contributions made to the Local 16 Pension Trust Fund on their behalf. Such employees wishing to direct their pension contributions to the Local 16 Plan shall provide documentation to the employer that they meet the 3-year vesting criteria upon being hired.

(F) Local 798

(i) In the Northeast Corridor (except Baltimore, MD, and the District of Columbia):

10/22/07 through 9/30/08: \$105.00 per day to the Local 798 Pension and Welfare Funds

10/1/08 through 9/30/09: \$110.00 per day to the Local 798 Pension and Welfare Funds

10/1/09 through 9/30/10: \$114.00 per day to the Local 798 Pension and Welfare Funds

(ii) In Baltimore, MD, the District of Columbia, Rhode Island, Virginia, West Virginia, North Carolina, South Carolina, Georgia and Florida:

10/22/07 through 9/30/08: \$81.00 per day to the Local 798 Pension and Welfare Funds

10/1/08 through 9/30/09: \$86.00 per day to the Local 798 Pension and Welfare Funds

10/1/09 through 9/30/10: \$90.00 per day to the Local 798 Pension and Welfare Funds

(d) The benefit plan contributions specified in paragraph (a) and (c) (1) and (c) (2) above shall be payable as designated by the IATSE to the IATSE National Health and Welfare, Annuity and Defined Benefit Plans or by the agreement of the parties to other established benefit plans that meet the requirements of 29 U.S.C. Section 302(c) and the Producer agrees to be bound to the appropriate Trust Agreement governing such Plans. Provided, however, that an allocation of the total contributions among related Plans shall be determined by the IATSE.

Section 3. The Employer will execute any documents required to constitute it an appropriate Employer contributor to the benefit plans specified in Article IX and Section 2 as the case may be.

Section 4. If an employee covered by this Agreement is eligible to participate in an IRS Qualified 401(k) Plan sponsored by the IATSE or an IATSE Local Union, the Employer will honor the written authorization of such employee to deduct from the employee's gross wages the specified eligible amount to be remitted to such 401(k) Plan. Either the Local Union sponsoring such 401(k) Plan or the Plan Administrator shall confirm in writing that employees are eligible to participate and shall provide any other information relevant to the proper administration of assigned administrative responsibility for this provision. No Employer contribution shall be required by this Section.

ARTICLE XXIII - IATSE PAC

Section 1. The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee ("IATSE PAC") as the employee has authorized in writing to be deducted. The Employer will issue a single check for all employees' deductions payable to the IATSE PAC and remit same directly to the IATSE 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 XXIV - EMPLOYER IDENTIFICATION

Section 1. The Employer shall notify the IATSE if it changes its name or identity through merger or otherwise.

ARTICLE XXV - WAGE RATES

Section 1. The applicable minimum wage rates for positions covered by the Agreement are set forth in Appendix A (Wage Rates Within Los Angeles, CA County) and Appendix B (Wage Rates Outside Los Angeles, CA County but within the geographical application of Article I, Section 2) attached hereto. There are no guarantees of employment beyond one (1) day for daily employees and one (1) week for weekly employees. If the last work week of a weekly employee is a partial work week, it may be prorated if the employee has been employed for at least one (1) full week.

Section 2.A. Scale rates in this CPA and in the Northeast Corridor Appendix shall be increased on a compounded basis effective on the following dates by the following percentages:

<u>Date</u>	<u>Amount</u>
10/22/07	3.0%
10/1/08	3.0%
10/1/09	3.0%

Furthermore, and before applying the above percentage increases the scale rates for the following categories shall be increased by a one time adjustment of 2% on the scale rate effective 9/30/07:

Key Costumer

3<sup>rd</sup> Costumer

Section 3. Scale rates for work covered by this Agreement in IATSE Local 784's jurisdiction (San Francisco) shall be the rates applicable to the same classification(s) in Los Angeles.

#### ARTICLE XXVI - TERM AND EFFECTIVE DATE

Section 1. (a) This Agreement shall be effective as of October 1, 2007 and shall remain in full force and effect through September 30, 2010.

(b) Notwithstanding subsection (a), the minimum scale rates and benefit fund rates contained in this CPA and the NEC Appendix are effective October 22, 2007. The minimum scale rates and benefit fund rates from October 1, 2007 through October 21, 2007 shall be the same as those in effect as September 30, 2007 under the 2004 CPA and NEC Appendix which expired September 30, 2007.

#### ARTICLE XXVII - MISCELLANEOUS

1. No contribution shall be due from the Producer to the Motion Picture Industry Pension and Health Plans, including the Individual Account Plan ("MPIP"), on account of any cameraperson/employee/shareholder. The exclusion of such classification shall be based on the definition of an employee shareholder as set forth in the Trust Agreements of the MPIP.

2. Paragraph 1 above shall in no manner, directly or indirectly, apply, affect or involve any Agreements as to cameraperson/employee/shareholders between the I.A.T.S.E. and/or Local 600 and the AICP and individual commercial producers as to MPIP coverage for cameraperson/employee/shareholders who are employed in the County of Los Angeles to perform services either within or without said county in the production of television commercials..

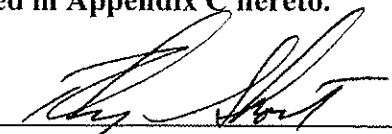
3. It is the understanding of the parties that the Producer shall not be deemed to be in breach of the 1996 or 2000 CPA if the Producer consistently did not make contributions on behalf of each cameraperson/employee/shareholder, under said Commercial Production Agreements, who worked as both the Director and the Director of Photography on a particular project covered under the 1996 or 2000 Agreement. However, the Producer shall not be entitled to a refund of contributions previously made to the Motion Picture Industry Pension or Health Plans or to the Individual Account Plan on behalf of any such persons so employed under the 1996 or 2000 CPA.

4. The Northeast Corridor Appendix containing I.A.T.S.E. Locals 600, 161 and 798 Terms and Conditions (herein "NEC") together with this CPA constitutes a single collective bargaining agreement.

5. The Employer acknowledges that the I.A.T.S.E. and its representatives are lawfully entitled to all relevant payroll information reflecting the wages paid to and hours worked by employees of the Employer represented by the I.A.T.S.E. whether those records are within the control of the Employer or the control of its payroll service.


FOR WITNESS WHEREOF, the parties hereto have signed this 2007 Commercial Production Agreement including the Northeast Corridor Appendix thereto, by their duly authorized officers.

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, AFL-CIO, CLC on behalf of itself and the West Coast and East Coast Studio Locals identified in Appendix C hereto.

By:   
Thomas C. Short  
International President

Dated: 10-22-07

ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS, INC. for those production company members who have authorized it to sign this Agreement on their behalf.

By:   
Matt Miller  
President and CEO

Dated: 10-29-07

**Appendix “A”  
Wage Rate  
Schedule Within  
Los Angeles, CA  
County**

CLASSIFICATION<sup>8</sup>

		<u>Oct. 22, 2007</u>	<u>Oct. 1, 2008</u>	<u>Oct. 1, 2009</u>
Director of Photography	Hourly	\$89.74	\$92.43	\$95.20
Camera Operator	Hourly	54.93	56.58	58.28
1st Camera Assistant	Hourly	39.74	40.93	42.16
2nd Camera Assistant	Hourly	36.50	37.60	38.73
Camera Loader/Utility	Hourly	31.23	32.17	33.14
Sound Mixer	Hourly	\$61.30	\$63.14	\$65.03
Boom Operator	Hourly	41.38	42.62	43.90
Sound Utility	Hourly	41.38	42.62	43.90
VTR/Video Playback	Hourly	41.38	42.62	43.90
Key Grip	Hourly	\$38.47	\$39.62	\$40.81
2nd Grip	Hourly	34.45	35.48	36.54
Dolly Grip	Hourly	35.68	36.75	37.85
Grip	Hourly	32.88	33.87	34.89
Entry Level Grip	Hourly	28.78	29.64	30.53
Lighting Gaffer	Hourly	\$38.47	\$39.62	\$40.81
2nd Electrician	Hourly	34.45	35.48	36.54
Dimmer Operator	Hourly	33.64	34.65	35.69
Electrician	Hourly	32.88	33.87	34.89
Entry Level Electrician	Hourly	28.78	29.64	30.53
Property Master	Hourly	\$38.47	\$39.62	\$40.81
2nd Prop	Hourly	\$33.64	\$34.65	\$35.69
3 rd Prop	Hourly	\$31.52	\$32.47	\$33.44
Costume Designer	Weekly on call	\$2,169.06	\$2,234.13	\$2,301.15
	Daily on call	520.47	536.08	552.16
Key Costumer	Hourly	35.83	37.65	38.78
2nd Costumer	Hourly	34.02	35.04	36.09
3rd Costumer	Hourly	31.79	32.74	33.73
Entry Level Costumer	Hourly	24.81	25.55	26.32
Key Make-Up Artist	Hourly	\$43.79	\$45.10	\$46.45
2nd Make-Up Artist	Hourly	37.27	38.39	39.54
3rd Make-Up Artist	Hourly	33.78	34.79	35.83
Key Hair Stylist	Hourly	\$43.44	\$44.74	\$46.08
2nd Hair Stylist	Hourly	38.10	39.24	40.42

<sup>8</sup> The minimum wage rate for any classification not listed which is within the scope of Article I shall be the current rate specified in the Hollywood Basic Agreement. The listing of a classification is not a staffing requirement.

**Appendix “A” Con’t**  
Wage Rate  
Schedule Within  
Los Angeles, CA  
County

<u>CLASSIFICATION</u>		<u>Oct. 22, 2007</u>	<u>Oct. 1, 2008</u>	<u>Oct. 1, 2009</u>
3rd Hair Stylist	Hourly	\$32.48	\$33.45	\$34.45
Script Supervisor	Hourly	\$32.13	\$33.09	\$34.08
First Aid	Hourly	\$30.01	\$30.91	\$31.84
Craft Service	Hourly	\$27.88	\$28.72	\$29.58
Art Director	<a href="#"><u>Weekly on call<sup>9</sup></u></a>	\$3,060.82	\$3,152.64	\$3,247.22
Assistant Art Director	Weekly on call	2,290.73	2,359.45	2,430.23
Set Decorator	Weekly on call	\$2,337.60	\$2,407.73	\$2,479.96
	Daily on call	553.71	570.32	587.43
Lead Set Dresser	Hourly	33.64	34.65	35.69
Set Dresser	Hourly	31.52	32.47	33.44
Construction Coordinator	Weekly on call	\$2,274.30	\$2,342.53	\$2,412.81
	Daily on call	538.04	554.18	570.81
Propmaker Foreperson	Hourly	\$38.64	\$39.80	\$40.99
Propmaker	Hourly	33.64	34.65	35.69
Paint Foreperson	Daily	\$453.23	\$466.83	\$480.83
Painter	Hourly	33.64	34.65	35.69
Lead Scenic Artist	Hourly	\$49.86	\$51.36	\$52.90
Scenic Artist	Hourly	45.09	46.44	47.83
Special Effects Foreperson	Hourly	\$38.64	\$39.80	\$40.99
Lead Effects	Hourly	35.68	36.75	37.85
Effects	Hourly	33.64	34.65	35.69
Studio Teacher	Hourly	\$41.78	\$43.03	\$44.32

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<sup>9</sup> The daily rate shall be twenty-five percent (25%) of the weekly rate.

**Appendix “B”**  
Wage Rate Schedule  
Outside  
Los Angeles, CA County  
CLASSIFICATION<sup>10</sup>

		<u>Oct. 22, 2007</u>	<u>Oct. 1, 2008</u>	<u>Oct. 1, 2009</u>
Director of Photography	Hourly	\$89.74	\$92.43	\$95.20
Camera Operator	Hourly	54.93	56.58	58.28
1st Camera Assistant	Hourly	39.74	40.93	42.16
2nd Camera Assistant	Hourly	36.50	37.60	38.73
Camera Loader/Utility	Hourly	31.23	32.17	33.14
Sound Mixer	Hourly	\$56.68	\$58.38	\$60.13
Boom Operator	Hourly	38.25	39.40	40.58
Sound Utility	Hourly	38.25	39.40	40.58
VTR/Video Playback	Hourly	38.25	39.40	40.58
Key Grip	Hourly	\$35.57	\$36.64	\$37.74
2nd Grip	Hourly	31.85	32.81	33.79
Dolly Grip	Hourly	32.99	33.98	35.00
Grip	Hourly	30.40	31.31	32.25
Entry Level Grip	Hourly	26.60	27.40	28.22
Lighting Gaffer	Hourly	\$35.57	\$36.64	\$37.74
2nd Electrician	Hourly	31.85	32.81	33.79
Dimmer Operator	Hourly	31.11	32.04	33.00
Electrician	Hourly	30.40	31.31	32.25
Entry Level Electrician	Hourly	26.60	27.40	28.22
Property Master	Hourly	\$35.57	\$36.64	\$37.74
2nd Prop	Hourly	31.11	32.04	33.00
3 rd Prop	Hourly	29.14	30.01	30.91
Costume Designer	Weekly on call	\$2,005.41	\$2,065.57	\$2,127.54
	Daily on call	481.21	495.65	510.52
Key Costumer	Hourly	33.15	34.14	35.16
2nd Costumer	Hourly	31.46	32.40	33.37
3rd Costumer	Hourly	28.81	29.67	30.56
Entry Level Costumer	Hourly	22.95	23.64	24.35
Key Make-Up Artist	Hourly	\$40.47	\$41.68	\$42.93
2nd Make-Up Artist	Hourly	34.46	35.49	36.55
3rd Make-Up Artist	Hourly	31.22	32.16	33.12
Key Hair Stylist	Hourly	\$40.16	\$41.36	\$42.60
2nd Hair Stylist	Hourly	35.23	36.29	37.38
3rd Hair Stylist	Hourly	30.01	30.91	31.84

<sup>10</sup> The listing of a classification is not a staffing requirement.



**Appendix “B” Con’t**  
Wage Rate Schedule  
Outside  
Los Angeles, CA  
County

CLASSIFICATION		Oct. 22, 2007	Oct. 1, 2008	Oct. 1,2009
Script Supervisor	Hourly	\$29.69	\$30.58	\$31.50
First Aid	Hourly	27.75	28.58	29.44
Craft Service	Hourly	25.78	26.55	27.35
Art Director	Weekly on call	\$2,829.89	\$2,914.79	\$3,002.23
Assistant Art Director	Weekly on call	2,107.50	2,170.73	2,235.85
Set Decorator	Weekly on call	\$2,161.25	\$2,226.09	\$2,292.87
	Daily on call	511.66	527.01	542.82
Lead Set Dresser	Hourly	31.11	32.04	33.00
Set Dresser	Hourly	29.13	30.00	30.90
Construction Coordinator	Weekly on call	\$2,102.72	\$2,165.80	\$2,230.77
	Daily on call	497.46	512.38	527.75
Propmaker Foreperson	Hourly	\$35.72	\$36.79	\$37.89
Propmaker	Hourly	31.11	32.04	33.00
Paint Foreperson	Daily	\$419.03	\$431.60	\$444.55
Painter	Hourly	31.11	32.04	33.00
Lead Scenic Artist	Hourly	\$46.10	\$47.48	\$48.90
Scenic Artist	Hourly	41.68	42.93	44.22
Special Effects Foreperson	Hourly	\$35.72	\$36.79	\$37.89
Lead Effects	Hourly	32.99	33.98	35.00
Effects	Hourly	31.11	32.04	33.00
Studio Teacher	Hourly	\$38.63	\$39.79	\$40.98

## APPENDIX "C"

The West Coast and East Coast Studio Locals of the I.A.T.S.E. are the following:

Affiliated Property Craftspersons	Local No. 44
Motion Picture Studio Grips/Crafts Service	Local No. 80
Motion Picture Script Supervisors and Production Office Coordinators	Local No. 161
Studio Mechanics (Chicago, Illinois)	Local No. 476
International Cinematographers Guild	Local No. 600
Laboratory Film/Video Technicians & Cinetechnicians	Local No. 683
International Sound Technicians, Television Engineers, and Video Assist Technicians	Local No. 695
Motion Picture and Videotape Editors Guild/Story Analysts	Local No. 700
Motion Picture Costumers	Local No. 705
Make-up Artists & Hair Stylists	Local No. 706
Studio Electrical Lighting Technicians	Local No. 728
Motion Picture Set Painters and Sign Writers	Local No. 729
Wardrobe Crafts (New York, New York)	Local No. 764
Motion Picture Studio First Aid Employees	Local No. 767
Theatrical Wardrobe (Chicago, Illinois)	Local No. 769
Wardrobe Crafts (San Francisco, California)	Local No. 784
Illustrators and Matte Artists	Local No. 790
Make-up Artists & Hair Stylists	Local No. 798
Art Director Guild and Scenic, Title and Graphic Artists	Local No. 800
Motion Picture Screen Cartoonists	Local No. 839
Set Designers and Model Makers	Local No. 847
Script Supervisors/Continuity & Allied Production Specialists Guild	Local No. 871
Motion Picture Studio Teachers and Welfare Workers	Local No. 884
Costume Designers Guild	Local No. 892

APPENDIX "D"

SIDELETTER

October 1, 2007

This Sideletter is entered into between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Drafts ("IATSE") and the Association of Independent Commercial Producers, Inc. ("AICP") contemporaneously with the 2007 Commercial Production Agreement effective October 1, 2007 through September 30, 2010 with respect to the following:


If an Employer party to the 2007 Commercial Production Agreement employs Production Office Coordinators, Production Accountants, Art Department Coordinators, Assistant Production Office Coordinators, or Assistant Accountants and utilizes such employees in the same manner as traditionally used in the motion picture industry, they shall be subject to the 2007 Commercial Production Agreement, and the following minimum wage rates shall be applicable as of the stated effective dates:


Five Day Studio "On Call" Rate<sup>11</sup>

<u>CLASSIFICATION</u>	<u>Oct. 22, 2007</u>	<u>Oct. 1, 2008</u>	<u>Oct. 1, 2009</u>
Production Accountant	\$2,288.45	\$2,357.10	\$2,427.81
Production Office Coordinator	1,373.76	1,414.97	1,457.42
Assistant Production Accountant	1,297.43	1,336.35	1,376.44
Assistant Production Office Coordinator	814.12	838.54	863.70
Art Department Coordinator	814.12	838.54	863.70

On Behalf of the I.A.T.S.E.

On Behalf of the AICP

By:   
Thomas C. Short, International President

By:   
Matt Miller, President and CEO

<sup>11</sup> The daily rate shall be 1/5 of the five-day rate.

APPENDIX "E"

SIDELETTER

October 1, 2007

This Sideletter is entered into between the International Alliance of Theatrical Stage Employes, Moving Picture Technicians, Artists and Allied Drafts ("IATSE") and the Association of Independent Commercial Producers, Inc. ("AICP") contemporaneously with the 2007 Commercial Production Agreement effective October 1, 2007 through September 30, 2010 with respect to the following:


Local 764 is included in the CPA and is recognized as the bargaining representative for the wardrobe employee category on a non-exclusive basis with any other IATSE local union with whom the employer has a collective bargaining agreement covering the work performed by Local 764 wardrobe category. The employees in the Local 764 wardrobe category shall be interchangeable with employees represented by such other IATSE local union as the employer determines in the hiring and assignment of work. The inclusion of Local 764 shall not require the employer to employ additional personnel in the staffing of its production or change its pattern of hiring.


Notwithstanding the wardrobe scale rates contained in this Agreement, within the geographic jurisdiction of the IATSE Local 829/AICP collective bargaining agreement, any Local 764 represented employee hired to assist a Costume Designer/Stylist in the performance of such category's work shall be employed under the terms and conditions of the CPA except that the employee's wage rate and overtime consideration shall be subject to negotiation between the employer and the prospective employee. Such person as may be so employed shall meet with the approval of the employer.

AGREED:

On Behalf of the I.A.T.S.E.

On Behalf of the AICP

By:   
Thomas C. Short, International President

By:   
Matt Miller, President and CEO

**NORTHEAST CORRIDOR APPENDIX  
(herein “NEC”)  
TO THE 2007  
I.A.T.S.E. - AICP  
COMMERCIAL PRODUCTION AGREEMENT  
CONTAINING  
I.A.T.S.E. LOCALS 600, 161 and 798  
TERMS AND CONDITIONS**

The terms, conditions, wages and benefits applicable to Locals 600, 161 and 798 in the Northeast Corridor are set forth in this Northeast Corridor Appendix (“NEC”) to the 2007 Commercial Production Agreement (“CPA”). As used in this Appendix and the CPA, the term “Northeast Corridor” means the States of Connecticut, Delaware, Maryland, Massachusetts, New York, New Jersey, Pennsylvania and the District of Columbia. This Appendix is part of the CPA and together they constitute a single collective bargaining agreement. The following provisions of the CPA apply to employees and work covered by Locals 600, 161 and 798 in the Northeast Corridor and all such provisions are incorporated in this Appendix by reference:

ARTICLE I	RECOGNITION AND GEOGRAPHIC APPLICATION OF AGREEMENT
ARTICLE II	UNION SECURITY AND CHECKOFF
ARTICLE III	ADMINISTRATION
ARTICLE IV	ACCESS
ARTICLE V	JOB STEWARD
ARTICLE VI	NO DISCRIMINATION
ARTICLE VII	GRIEVANCE PROCEDURE
ARTICLE VIII	NO STRIKE – NO LOCKOUT
ARTICLE IX	MULTI-EMPLOYER UNIT
ARTICLE X	FIRST CONSIDERATION FOR EMPLOYMENT
ARTICLE XI	MINIMUM TERMS AND CONDITIONS
ARTICLE XII *	SCOPE OF AGREEMENT
ARTICLE XIII*	OPERATIONS
ARTICLE XIV*	WORK DAY, WEEK AND MINIMUM CALLS
ARTICLE XV*	OVERTIME
ARTICLE XVI*	REST PERIODS
ARTICLE XVII*	HIGHER CLASSIFICATION
ARTICLE XVIII*	MEALS
ARTICLE XIX*	LOCATIONS/TRAVEL
ARTICLE XX*	CANCELLATION OF CALLS
ARTICLE XXII	BENEFITS
ARTICLE XXIII	IATSE PAC
ARTICLE XXIV	EMPLOYER IDENTIFICATION
ARTICLE XXV	WAGE RATES (Sections 2A and 2B only)
ARTICLE XXVI	TERM AND EFFECTIVE DATE
ARTICLE XXVII	MISCELLANEOUS

**\* NOTE: The Articles indicated (\*) are either not applicable or are modified with respect to Local 600 camerapersons in the Northeast Corridor. See NEC Section 1.10 “Modified CPA Provisions” at page NEC-18.**

## **1.0 LOCAL 600 NORTHEAST CORRIDOR TERMS AND CONDITIONS**

(a) This Appendix specifies the wages, benefits, terms and conditions applicable to Local 600 camerapersons working in the Northeast Corridor or hired by the Employer in the Northeast Corridor to work outside the Northeast Corridor (except if working Los Angeles County in which case the CPA shall apply to such employment) in other states or Puerto Rico or the Virgin Islands. Except as provided in the preceding sentence, the CPA shall apply to work performed by camerapersons outside the Northeast Corridor but within Local 600's contractual jurisdiction described herein.

(b) The terms and conditions in the area referred to as the "Outer Region" shall be governed by the CPA. The Outer Region means the States outside the Northeast Corridor but within the geographical scope of the CPA and excluding Puerto Rico, U.S. Virgin Islands and U.S. Territories and possessions.

(c) This Appendix shall be binding upon the Employers as well as upon any of its subsidiaries or successors engaged in producing television commercials and also upon any person, firm, corporation or other organization so engaged in which the Employer or any principal stockholder thereof, whether directly or indirectly, has a controlling financial interest.

(d) In no event shall an Employer in the Northeast Corridor sub-contract any of the work covered hereby where an effect thereof would be to enable such work to be done under wage rates or labor conditions inferior to those herein contained; nor shall any person not employed in compliance with the provisions of this agreement be permitted to perform any of such work for or at the premises of the Employer.

(e) No person who is a principal in the Employer (either individually, as a partner or as an officer, director or stockholder thereof) shall hereafter acquire, either, or indirectly, any interest as a principal in any other business entity engaged in producing motion pictures for the purposes of avoiding the obligations of the Appendix.

(f) The term “motion picture” as used herein shall mean motion picture television commercials whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices, or any other combination of the foregoing, or any other means, methods or devices now used or which may hereafter be adopted.

(g) The scope of this Appendix is understood to cover all phases of recording visual images for motion picture television commercials and all auxiliary equipment necessary to the operation of the camera, regardless of the purpose for which such motion picture images are used, or of the means by which or the substance upon which the same are recorded.

### **1.1 PREFERENCE OF EMPLOYMENT**

(a) In hiring a cameraperson to perform services in the Northeast Corridor, preference shall be given by the Employer to persons who have acquired the necessary skills through prior experience (i) as camerapersons of the Employer or of other Employers within the national or international charter territory of Local 600 or (ii) as camerapersons in the employ of other employers photographing television commercials of comparable standards of quality; including but not limited to aliens with 0-1 visas.



(b) Before filling any vacancy for any steady positions covered by this Appendix, the Employer shall give to Local 600 at least seven (7) days notice (excluding Saturdays, Sundays and Holidays) of the existence of such vacancy.

(c) Within twenty-four (24) hours after the hiring of any steady cameraperson in the Northeast Corridor subject to this Appendix the Employer shall furnish to Local 600 the name, residence address, social security number, date of hiring, salary and basis of employment of such cameraperson.

(d) Local 600 agrees that if, during the term of the CPA, it enters into a contract with any other employer whose business is comparable to and in competition with the Employer herein, granting to such other employer more favorable rates and conditions with respect to production than those provided for in this Agreement, Local 600 will notify the Employer thereof, and the Employer herein shall have the option to accept such more favorable rates and conditions, and if the Employer exercises such option, such more favorable rates and conditions shall be deemed substituted for the rates and conditions herein set forth.

(e) Local 600 recognizes the need, and will continue to assist and cooperate with the AICP in its effort to increase efficiency and productivity.

## **1.2 PENSION AND WELFARE PLAN CONTRIBUTIONS**

(a) The Employer shall make such contributions at rates determined by the actuaries and consultants of the MPIPHP which are based upon the hourly cost per participant of benefits. These rates shall be reviewed and subject to change not more frequently than once per year. The MPIPHP shall give Employers not less than ninety (90) days advance notice of a change in such rates.

(b) Contributions into the MPIPHP Individual Account Plans shall be made at the then current contribution rate as per The Producer – I.A.T.S.E. Basic Agreement and based upon the scale minimum rates contained in this Appendix, for all hours worked or guaranteed such employees in the applicable classification.

(c) No contributions shall be required to the CSATF in connection with employees employed under this Agreement.

(d) The Employer shall contribute seventy five cents (\$.75) per day on behalf of each cameraperson working under this Agreement to a fund which meets the requirements of Section 302(c) of the Labor Management Relations act for the purpose of providing accidental death and dismemberment insurance. The cost of administering same shall be taken from the \$.75 per day contribution.

(e) Local 600 shall be considered an employer solely for the purpose of being allowed to make contributions to such Funds in behalf of its officers and employees and for any of its members when employed for pay (not including meal money) by the Union, and the said Funds shall also be considered employers for the purpose of covering their own employees. In addition, retirees under the Pension Fund may be covered, either in whole or in part, for benefits under the Welfare Fund, if and to the extent so determined by the Trustees.

### **1.3 NORTHEAST CORRIDOR WAGE SCALES**

(a) The standard minimum wage scales during the term of the CPA for those employed on a daily basis in the Northeast Corridor shall be as follows:

LOCAL 600 NE CORRIDOR RATES

	0 - 8 hrs	9 - 10 hrs	Min Call	6th day/hr	7 <sup>th</sup> day/hr	turnaround
<b>Dir. Of Photography</b>						
10/22/07 - 9/30/08	100.47	150.70	1105.14	165.77	221.03	331.54
10/1/08- 9/30/09	103.48	155.22	1138.29	170.74	227.66	341.49
10/1/09- 9/30/10	106.59	159.88	1172.44	175.87	234.49	351.73
<b>Cam Oper</b>						
10/22/07 - 9/30/08	58.12	87.18	639.36	95.90	127.87	191.81
10/1/08- 9/30/09	59.87	89.80	658.54	98.78	131.71	197.56
10/1/09- 9/30/10	61.66	92.49	678.29	101.74	135.66	203.49
<b>1st Camera Assist.</b>						
10/22/07 - 9/30/08	56.12	84.18	617.33	92.60	123.47	185.20
10/1/08- 9/30/09	57.80	86.71	635.85	95.38	127.17	190.76
10/1/09- 9/30/10	59.54	89.31	654.93	98.24	130.99	196.48
<b>2nd Camera Assist.</b>						
10/22/07 - 9/30/08	50.28	75.42	553.09	82.96	110.62	165.93
10/1/08- 9/30/09	51.79	77.68	569.68	85.45	113.94	170.90
10/1/09- 9/30/10	53.34	80.01	586.77	88.02	117.35	176.03
<b>Still Photographer</b>						
10/22/07 - 9/30/08	58.12	87.18	639.36	95.90	127.87	191.81
10/1/08- 9/30/09	59.87	89.80	658.54	98.78	131.71	197.56
10/1/09- 9/30/10	61.66	92.49	678.29	101.74	135.66	203.49

(b) The salaries of camerapersons engaged on a temporary basis, by the day or week, for the performance of government work (which is hereby defined as work for a Employer under direct contract with the U.S.I.A. or the Army, Air Force or Navy Departments) shall be fifteen (15%) less than the applicable wage scales above-specified. In addition, and notwithstanding any provisions elsewhere herein to the contrary, camerapersons engaged for a week or more on out of town government work shall receive no pay for any Saturdays or Sundays on which no work or travel is done, but they shall be entitled to receive their meal and hotel allowances for such days.

(c) Terms and conditions of employment for camerapersons employed on an annual basis shall be subject to negotiation between the Employer and Local 600.

**1.4 NORTHEAST CORRIDOR HAZARDOUS WORK**

(a) Camerapersons will not be required to jeopardize their working opportunities by having to perform work that is considered hazardous.

(b) The following allowances shall be paid while inspecting, rehearsing or photographing motion and still pictures on aerial flights, whether in an established commercial airline or private plane (this only applies when camerapersons are actually working, not traveling):

Per Flight	\$150.00
Maximum per day	\$300.00

On chase scenes, stunt work, close run bys, submarine diving, underwater photography in other than studio work tanks, and from speeding vehicles or on moving motorcycles, the same allowances as above shall be paid. The term “speeding” shall be applied in light of all the circumstances existing at the time and place the work is

performed. The said allowances as above shall be paid while flying in combat zones, irrespective of whether the person is actually working or only traveling, and the term “combat zone” as used herein shall be deemed to be any area or locality in which there is armed conflict or hostilities.

(c) Camerapersons may refuse to perform such work without penalty or discipline. When a cameraperson is called upon to work that s/he considers hazardous and a difference of opinion arises, then same shall be settled between Local 600 and the Employer, and if it is agreed that the work is hazardous, the same allowance as above specified shall be paid for each camera setup, subject to the maximum per day.

If a dispute arises over the amount to be paid for same, then the cameraperson shall perform the work assigned, and the matter will be settled between the Employer and Local 600 upon completion of the shoot.

(d) The Employer agrees to consult, where appropriate, AMPTP safety guidelines as a reference but without any obligation to adhere to said guidelines.

(e) Smoke on the Set – The Employer shall notify each crew member and prospective crew member as soon as possible prior to the commencement of work if smoke or man made fog will be present on an enclosed set. No Employer shall dissuade any member from using the proper type of smoke mask at the times when smoke or fog is being used on an enclosed set. When smoke other than light background smoke is being used on an enclosed set, the Employer shall make every reasonable effort to have the set ventilated not less than ten minutes each sixty to ninety minutes during the period when such smoke is being used. The Employer shall consult with Local 600 regarding the appropriate procedures and the proper masks for work on an enclosed set when smoke is

being used. The use of any carcinogenic material should be totally avoided; however, if the Employer insists on such use, the crews may leave the set during such use, and in that event no loss of time may be posed by the Employer.

**1.5 CAMERAPERSONS IN THE NORTHEAST CORRIDOR EMPLOYED ON A TEMPORARY BASIS DAILY OR WEEKLY**

(a) All camerapersons employed on a daily or weekly basis shall work under the following schedule of hours and conditions:

(b) WORK WEEK: Any five out of seven days; sixth day shall be at time and one-half, seventh day at double time. No cameraperson shall be added to the shoot crew on a premium day unless s/he receives the same premium pay as the main crew members regardless of their first day worked. The starting time for all members of the crew shall be the same for all shooting days but may be different on non-shooting days. By the end of each working day, the camerapersons shall be notified of the starting time for the following day and once notice is given, it cannot be changed.

(c) WORK DAY: Any 10 hours starting on the hour or half hour; sixth day rates for the next 2 hours and seventh day rates thereafter. Sixth day at time and one-half the 10 hour guarantee, seventh day rates thereafter. Seventh day at double the ten hour guarantee for all hours. All cameraperson required to work more than fifteen (15) hours exclusive of meal and other rest periods (actual work hours), from the time of reporting shall be paid two and one-half times the hourly rate for all such hours in excess of fifteen (15) hours of work. The maximum number of hours in a work day shall be 18 consecutive hours from call time without permission of Local 600. All work required over 18 consecutive hours must be sanctioned by a full time staff representative of Local 600 and if the work is authorized it shall be paid at triple the cameraperson's hourly rate.

(d) NORTHEAST CORRIDOR HOLIDAYS: New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. If any of these holidays fall on a Saturday, the preceding Friday will be observed. If the holiday falls on a Sunday, the following Monday will be observed. Holidays shall be paid at seventh day rates.

(e) TURNAROUND: There shall be a 10 hour rest period between the termination of work on one call and the commencement of work on the next call (see paragraph (f) below for specific rules) and a fifty-four (54) consecutive hour break for a five day week, and thirty-four (34) consecutive hour break for a six day week).

(f) TURNAROUND INFRINGEMENT: In the event less than a ten-hour rest period is allowed (or a 34 or 54 hour rest period in the case of a five day or six day week) between the termination of work on one call and the commencement of work on the next call, the turnaround rate shall be paid in half-hour increments for the invaded hours only. One half-hour increment is paid at fifteen percent (15%) of the Cameraperson's ten (10) hour minimum call rate. Turnaround is based from portal to portal. For the purposes of this agreement, portal to portal turnaround shall be computed from the Studio, Employer's office or the headquarters of Local 600.

(g) There shall be a studio zone described as a 25 mile radius from Columbus Circle in Manhattan. When a cameraperson is requested to report to a location within the studio zone, their paid time commences when so reporting and their paid time ends when they are dismissed provided safe public transportation is available nearby or s/he is transported by the Employer to safe public transportation. When a call is outside the area

consisting of the Island of Manhattan Battery to 125th Street in Manhattan, courtesy transportation will be provided by the Employer to and from Columbus Circle. Time spent traveling in courtesy transportation shall not be considered compensable time.

(h) On locations outside the 25 mile studio zone on which crews are not required to overnight away from the City of New York, time shall be computed from the Studio, Employer's office or headquarters of Local 600 and continue until return to studio, Employer's office or headquarters of Local 600. All traveling expenses and meals shall be furnished by the Employer on locations outside this zone.

(i) All overtime shall be computed in quarter hour increments.

(j) Assignments on which crews employed on a daily or weekly basis are required to remain away from the City of New York shall be paid for at straight time when not working on the sixth or seventh consecutive day, or on a holiday. If the crew is required to work on the sixth consecutive day, they shall be paid time and one half the average hourly daily rate and double time after 12 hours. If the crew is required to work on the seventh consecutive day, they shall be paid the double time rate for all hours.

First class transportation, first class lodging, accommodations, (single occupancy when available) and all regular meals on, to and from these assignments shall be furnished by the Employer and camerapersons shall be reimbursed for amenities (such as laundry, tips, and long distance telephone calls to home of not more than one per day) in a reasonable amount incurred while on the assignment. Tourist travel in a regularly scheduled commercial aircraft anywhere within the Continental United States shall be deemed "first-class" transportation. All travel by commercial jet shall be not less than coach class. All other travel by commercial carriers shall be by the best class available.



(k) The first meal shall be scheduled not earlier than 3 hours and not later than six hours after reporting time and subsequent meal periods shall be scheduled no earlier than 3 hours and not later than six hours after the conclusion of the preceding meal. Meal Periods shall be one (1) hour in length, except that a meal period maybe one-half (1/2) hour in length if a first class hot catered meal is provided by Employer and in such case, the crew shall be off the clock. Food supplied by the Employer without taking time out shall not be considered a meal period. If camerapersons are required to work beyond the time specified above without a meal break, they shall receive \$15.00 for the first ½ hour, \$17.50 for the next ½ hour, \$20.00 for the next ½ hour, \$25.00 for the next ½ hour, and triple time for each ½ hour after that until there is a meal break.

The Employer, consistent with the break period provided in the agreement, shall have the right to schedule the lunch period in accordance with its shooting/production requirements. In no event shall the scheduled meal period of the Director of Photography or Camera Operator be greater by more than one-half hour than that of the Assistant Cameraperson.

(l) There shall be a guaranteed camera equipment check-out day for the 1<sup>st</sup> Assistant Cameraperson on all shoots except where the production company owns or long term leases its own equipment.

## **1.6 GENERAL NORTHEAST CORRIDOR CONDITIONS**

(a) Members of Local 600 shall not be permitted to work or give service to any Employer other than the Employer by whom s/he is directly employed. A member's service shall not be subleased, nor shall any cameraperson perform services for any other than his/her direct Employer.

(b) No member of Local 600 shall be required to do the work of any other organized craft in the industry.

(c) The Employer will give local 600 reasonable notice on all calls unless the call is made directly to the camera person.

(d) A cameraperson called in for consultation, supervision, and preparation for lighting, selecting locations, or checking equipment prior to actual shooting or leaving on a trip shall be compensated at the prevailing wage scale for his/her respective classification.

(e) All camerapersons reporting after being called to work, or camerapersons required to work part of a day or night, shall be paid a minimum of one day's pay.

(f) The Employer must notify an employee six hours after call time if his services are required for the following work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same. Once a cameraperson begins a call, there can be no cancellation of any part thereof. The Employer has the right to give the following day's call at the end of the work day.

The Employer can postpone or cancel a call before its commencement by giving notice not later than 2:30 p.m. on the day before the call starts, provided the day before is not a work day. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same.

(g) Camerapersons and assistants shall not be required to handle or aid in the operation of more than one standard camera on any production, and in no event shall there be in operation or in use simultaneously an additional standard camera unless an additional crew is assigned to each additional camera. Assistant camerapersons shall

handle and aid in the operation of all motion picture cameras and equipment, including slates and clap sticks but shall never be permitted to operate a camera alone at any time.

(h) If an extra production unit is used or required, there must be a full photographic crew on same. However, it is understood that only one Director of Photography is required in those instances where more than one camera is photographing the same set.

(i) Operation of still cameras shall be performed only by still camerapersons represented by Local 600.

(j) On composite process photography, backgrounds including plates with or without doubles (doubles not to be part of the cast), the minimum crew shall consist of a Director of Photography and a First Assistant Cameraperson (Camera Operator optional).

(k) On television commercials, the minimum crew shall be a Director of Photography and a First Assistant Cameraperson (Camera Operator optional).

(l) Where still photography of any kind is used in connection with a production, a still cameraperson shall be part of the crew.

(m) Local 600 agrees that it will, upon signing of this Agreement, deliver to the Employer upon request a complete list in which it will specify by name the persons who are classified as Directors of Photography, Camera Operators, Still Photographers, and Camera Assistants.

(n) The duly authorized Business Representative or other duly accredited representative of Local 600 shall be permitted to visit any portion of the studio necessary for the proper conduct of the business of the Local during working hours.

(o) 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. Employer will notify Union of the fact that it has executed any written personal service contract with any persons subject to this Agreement and will certify that such personal services contract conforms, at least, to the terms and conditions of this Agreement and that an extra copy of such has been furnished to the cameraperson. No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered in any manner as a precedent for granting any other individual or job better conditions and terms than those herein provided.

(p) At the end of each calendar quarter the Employer will submit a list of its camerapersons subject to this Agreement showing each cameraperson's earnings for that quarter. In addition, the Employer will submit a record of payments to individuals employed hereunder, directly or indirectly, for rental of photographic equipment.

(q) Contributions as above required shall be made to the Benefit Funds whether or not the Cameraperson engaged by the Employer is carried on its payroll as an employee.

## **1.7 NORTHEAST CORRIDOR EMPLOYER PERFORMANCE BOND**

To secure the payment of full wages and pension and welfare contributions, as provided herein, Local 600 may, in its discretion, whenever it regards the financial ability of a Employer in the Northeast Corridor to meet its anticipated obligations in that respect

as not having been adequately established, require the Employer to post a performance bond in an amount sufficient for the purpose. If required, such performance bond shall cover not only obligations for wages and pension and welfare contributions, but also a reasonable amount for counsel fees and other litigation expenses which might be incurred in the event the default of the Employer makes it necessary to institute suit for recovery.

**1.8 NORTHEAST CORRIDOR EMPLOYER LIABILITY AND LATE PAYMENTS**

(a) In the event of any failure or refusal of an Employer in the Northeast Corridor to pay wages under this Appendix or any other fixed financial obligations hereunder (except benefit and contribution), the Employer shall in addition to its liability for the principal amount owing, be liable for all expenses (including reasonable accountants' fees, attorneys fees in accordance with the schedule herein below specified, court costs, etc.) that may be incurred in ascertaining the amount due and/or in connection with any suit or proceeding (civil or criminal) instituted against the Employer by reason of such default, and such additional liability may be recovered in such suit or proceeding. Attorneys' fees shall be as follows:

<u>Amount of Principal Due</u>	<u>Fee</u>
Below \$500*.....	30% of principal
\$500 or more but less than \$1000.....	25% of principal
\$1000 or more.....	20% of principal

\*Subject to a minimum fee of \$50.00

(b) The parties agree to study the question of a late payment penalty in the event an Employer does not make payment of monies due under this Appendix within thirty (30) days of completion of the production.

(c) The Employer agrees to comply with all applicable federal and state labor laws, including the New York State labor law (Section 191.1.d) which requires that all wages must be paid not less frequently than semi-monthly, on regular paydays designated in advance by the Employer.

### **1.9 NORTHEAST CORRIDOR RESIDUALS**

If, during the term hereof, the Employer in the Northeast Corridor agrees to include in any other collective bargaining contract a provision for payment to the camerapersons covered by such other collective bargaining contract of residuals in any form not presently being granted, then, and in such event, this Agreement shall be reopened at the option of Local 600 so that it can negotiate for the payment of residuals to camerapersons hereunder.

### **1.10 MODIFIED CPA PROVISIONS**

The following provisions of the CPA are modified or are not applicable with respect to camerapersons in the Northeast Corridor, as indicated:

(a) CPA Article XII – (Scope of Agreement) applies subject to NEC Section 1.0(d).

(b) CPA Article XIII – (Operations) CPA Article XIII Section 1.(a) is not applicable in the Northeast Corridor.

(c) CPA Article XIV – (Work Day, Week and Minimum Calls) is not applicable in the Northeast Corridor.

(d) CPA Article XV – (Overtime) is not applicable in the Northeast Corridor.

(e) CPA Article XVI – (Rest Period) is not applicable in the North Corridor.

See Sections 1.5(e), (f), (g) and (h).

(f) All Camerapersons:

CPA Article XVII – (Higher Classification) is not applicable to camerapersons. The past practice with regard to the handling of upgrades in the camera department shall continue.

(g) CPA Article XVIII – (Meals) is not applicable in the Northeast Corridor. See Section 1.5(k).

(h) (1) Non-Northeast Corridor Camerapersons:

CPA Article XIX (Locations/Travel) Section 2 (b) (2) shall be deemed to read:

"An employee whose principal residence is within 60 miles from the production location is considered a Local Hire."

(2) CPA Article XIX (Locations/Travel) Section 2(e) is not applicable in the Northeast Corridor.

(i) CPA Article XX – (Cancellation of Calls) is not applicable in the Northeast Corridor. See Section 1.6(f).

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**2.0 SCRIPT & CONTINUITY SUPERVISORS LOCAL 161 I.A.T.S.E.  
NORTHEAST CORRIDOR TERMS AND CONDITIONS**

The Employer is engaged in making, taking and producing motion and still pictures for the purpose of TV commercials, educational, industrial, documentary, institutional and other non theatrical motion pictures and in connection therewith utilizes in such business the services of Script and Continuity Supervisors; and

**2.1 RECOGNITION AND APPLICATION OF APPENDIX**

(a) The Employer agrees to and does hereby recognize Local 161 as the sole and exclusive bargaining representative for all Script and Continuity Supervisors engaged in the making commercials, now and hereafter employed by the Employer within the Northeast Corridor.

(b) As used in this Appendix, the term “motion pictures” means and includes motion pictures whether made on film or tape, or otherwise, of any gauge, size or type regardless of whether same are recorded by means of conventional photographic cameras, electronic cameras, or any other devices now employed or hereafter devised.

(c) Notwithstanding the fact that Local 161 is hereby recognized as the sole and exclusive bargaining representative of the classifications of employees hereinbefore designated, engaged in the making of commercial productions, the rates of pay hours and working conditions hereinafter specified in this Appendix shall be applicable only in the production of television commercials, educational, industrials, documentaries, institutional and other non-theatrical motion pictures. Should the Employer, at any time during the term of this agreement, engage in the production of theatrical, television series or television dramatic shows, the rates of pay, hours and working conditions to apply



thereto shall be those contained in the standard form of contract in effect between Local 161 and the Employers of such films, and the Employer agrees to execute at such time a copy of such standard form of contract covering such work.

(d) All Script and Continuity Supervisors in the employ of the Employer on the date hereof, and all those hereafter hired shall, as a condition of continued employment, be or become members of Local 161 not later than the 31st day following the beginning of their employment, or the date of this agreement, whichever is later, and all such Script and Continuity Supervisors upon being or becoming members of Local 161 as aforesaid shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof.

(e) If a Script and Continuity Supervisor who is required to join Local 161 or remain a member in good standing of Local 161 as aforesaid, fails to do so, the Employer shall, within a reasonable time, but not to exceed three (3) days (excluding Saturdays, Sundays and Holidays) after receipt from Local 161 of written notice to such effect, discharge such Script and Continuity Supervisor. The Employer shall not be in default unless it fails to act within said time after receipt of such notice. The foregoing provisions of this sub-paragraph (e) shall not, however, require the Employer, during the continuance of Section 8 (a) (3) of the Labor Management Relations Act of 1947, to take or refrain from taking any action not justified thereunder.

(f) In hiring persons to perform services covered by this Appendix, preference shall be given by the Employer to persons who have acquired the necessary skills through prior experience as Script and Continuity Supervisors of the Employer, or in the employ of other employers engaged in making pictures of comparable standards of

quality. The preference of employment of all persons having such prior experience shall be equal, and the Employer shall have complete freedom of selection among all persons. If, after reasonable effort to comply with the foregoing provisions, and, in any event, after the lapse of ten (10) days following the notice provided for in sub-paragraph (h) the position shall not have been filled by a competent person having such prior experience, the Employer may fill such position without reference to the foregoing provisions of this sub-paragraph.

(g) It is agreed that membership in Local 161 shall not be a condition of hiring, that the Employer shall administer its hiring practices without discrimination by reason of membership or non membership in Local 161, and that the ultimate right to accept or reject an employee is retained by the Employer.

(h) Before filling any vacancy for any steady positions covered by this agreement, the Employer shall give to Local 161 at least seven days' notice (excluding Saturdays, Sundays and Holidays) of the existence of such vacancy.

(i) In case of repeal or amendment of the Labor-Management Relations Act of 1947, or in case of new legislation rendering permissible any union security to Local 161 greater than that specified in the foregoing sub-paragraphs hereof, then the greater security provisions shall automatically be substituted. In such event, and if permissible under law, Local 161 agrees to supply adequate, competent and qualified Script and Continuity Supervisors for the job requirements of the Employer, and if Local 161 fails to do so, the Employer may secure such Script Continuity Supervisors from any source.

(j) Nothing herein shall be interpreted as requiring either party to take any action or refrain from taking any action in violation or contravention of any applicable Federal or State law.

(k) Neither the Union nor the Employer shall discriminate against any employee or applicant for employment in any respect by reason of race, color, creed, national origin, sex or age.

**2.2 WAGE SCALES**

(a) The minimum wage scale for Script and Continuity Supervisors shall be as follows:

<u>10/22/07</u>	<u>0-8 hrs</u>	<u>9-10 hrs</u>	<u>Min. Call</u>	<u>6<sup>th</sup> Day</u>	<u>7<sup>th</sup> Day</u>	<u>15 hours +</u>	<u>Turnaround Penalty Rate</u>
Until 9/30/08	51.60	77.39	567.56	85.13	113.51	141.89	170.27
Until 9/30/09	53.14	79.72	584.58	87.69	116.92	146.15	175.38
Until 9/30/10	54.74	82.11	602.12	90.32	120.42	150.53	180.64

**2.3 WORK CONDITIONS FOR SCRIPT AND CONTINUITY SUPERVISORS EMPLOYED ON A DAILY BASIS**

(a) All Script and Continuity Supervisors employed on a daily basis shall work under the following schedule of hours and conditions:

(b) WORK WEEK: Any five out of seven days; sixth day shall be at time and one half, seventh day at double time. By the end of each working day, the Script and Continuity Supervisor shall be notified of the starting time for the following day and once notice is given, it cannot be changed.

(c) WORK DAY: Any 10 hours starting on the hour or half hour; sixth day rates for the next 2 hours and seventh day rates thereafter. Sixth day at time and one half the 10 hour guarantee, seventh day rates thereafter. Seventh day at double the ten hour guarantee for all hours. All Script and Continuity Supervisors required to work more

than fifteen (15) hours, exclusive of meal and other rest periods (actual work time), from the time of reporting shall be paid two and one-half times the hourly rate for all such hours in excess of fifteen (15) hours of work.

(d) HOLIDAYS: Holidays shall be as follows: New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

(e) TURNAROUND: There shall be a 10 hour rest period between the termination of work on one call and the commencement of work on the next call (see paragraph (f) below for specific rules) and a fifty-four (54) consecutive hour break for a five day week, and a thirty-four (34) consecutive hour break for a six day week.

(f) TURNAROUND INFRINGEMENT: In the event less than a ten hour rest period is allowed (or a 34 or 54 hour rest period in the case of a five day or six day week) between the termination of work on one call and the commencement of work on the next call, the turnaround rate shall be paid in half hour increments for the invaded hours only. Turnaround is based from portal to portal. For the purposes of this agreement, portal to portal turnaround shall be computed from the Studio, Employer's office, or the headquarters of Local 161.

(g) LOCATION ZONE: There shall be a location zone described as a 25 mile radius from Columbus Circle. When call is outside of the area consisting of the Battery to 125th Street, courtesy transportation will be provided from Manhattan. Studios are included in the Studio Zone, not the location zone.

(h) OUTSIDE LOCATION ZONE: On locations outside the 25 mile location zone on which crews are not required to overnight away from the City of New York, time

shall be computed from the Studio or Employer's office. All traveling expenses and meals shall be furnished by the Employer on locations outside this zone.

(i) All overtime shall be computed in half-hour intervals.

(j) DISTANT LOCATIONS: Assignments on which Script and Continuity Supervisors are employed on a daily basis and required to remain away from the City of New York shall be paid for at straight time when not working on the sixth or seventh consecutive day, or on a holiday, except that when the assignment is to perform government work, people shall not be paid for the seventh day if neither worked nor traveled. First class transportation, first class lodging accommodations (single occupancy when available), and all regular meals on and to and from. These assignments shall be furnished by the Employer and employees shall be reimbursed for amenities (such as laundry, tips, and long distance telephone calls to home of not more than one per day) in a reasonable amount incurred while on the assignment. Tourist travel on a regularly scheduled commercial aircraft anywhere within the Continental United States shall be deemed "first-class" transportation. If, while on a distant location, the Script and Continuity Supervisor is required to work on the sixth consecutive day, they shall be paid time and one half the daily rate. If the crew is required to work on the seventh day, they shall be paid double the daily rate.

(k) The first meal shall be scheduled not later than six hours after reporting time and supper not later than six hours after the preceding meal. Meal periods shall be one hour in length except that a meal period may be one-half hour in length if a first class hot catered meal is provided by the Employer and in such case the crew shall be off the clock. If Script and Continuity Supervisors are required to work beyond the time

specified above without a meal break, they shall receive \$15.00 for the first 1/2 hour, \$17.50 for the next 1/2 hour, \$20.00 for the next 1/2 hour, \$25.00 for the next 1/2 hour, then triple time for each 1/2 hour after that until there is a meal break. Thereafter, there will be a 1/2 hour break before returning to work. The production company, consistent with the break periods provided in the agreement, shall have the right to schedule the lunch period in accordance with its shooting/production requirements. The Employer shall provide meals for all employees on location away from the studio or, in lieu thereof, reimburse the employee a minimum of \$4.00 for breakfast; \$5.50 for lunch; \$9.50 for dinner. Employees on overnight locations shall be allowed a minimum of \$21.00 a day for meals: \$4.50 for breakfast; \$7.00 for lunch; \$9.50 for dinner; and \$16.00 a day or first class lodging.

#### **2.4 GENERAL**

(a) The Employer shall have the right to give the next day's call at the end of the work day, and to determine the crew for the next day by 2:30 p.m. of the preceding day. The Employer can postpone or cancel a call before its commencement by giving notice not later than 2:30 p.m. on the day before the call starts. When such notice is not given, the call shall be considered in effect and binding on the Employer to pay for same.

(b) A minimum call shall consist of ten (10) hours on any days worked regardless of starting time, including premium days.

(c) No employee may be discharged except for drunkenness, dishonesty or incompetence.

(d) No person other than an employee hereunder shall be permitted to perform the duties of a Script and Continuity and Supervisor. No Script and Continuity Supervisor shall be required to do the work of any other craft.

(e) Failure to employ a Script and Continuity Supervisor where required shall obligate the Employer to pay to Local 161 double the wages that should have been paid. The fact that the Employer did not employ a Script and Continuity Supervisor on any day shall not be evidence that one was not required.

(f) Where an employee is sent on location on an overnight assignment, she/he shall receive one (1) day's pay for travel time, except if such travel shall occur during a working day, when the travel time will be considered work time and paid for as such.

(g) When employees are required to travel by air, the Employer shall provide \$100,000 insurance or its equivalent.

(h) Employees shall not be required to drive or furnish transportation.

## **2.5 HAZARDOUS WORK**

(a) Employees hereunder shall not be required to jeopardize their working opportunities by having to perform work that is considered hazardous.

(b) The following allowances shall be paid if an employee hereunder does, however, agree to perform services while on aerial flights, space flights, submarine diving, or working in combat zones: \$100 for each flight or dive or incident. In the event work is performed under any of the above circumstances, the Employer shall cover the employee, for the duration of the assignment, with a personal accident insurance policy, insuring against death and/or dismemberment in the amount of \$100,000 payable to the beneficiary designated by the employee, and providing for a weekly indemnity of \$1,000

in the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks.

(c) The Employer shall provide suitable wearing apparel for abnormally cold or wet work.

(d) Smoke – The employer shall notify each employee and prospective employee as soon as possible prior to the commencement of work if smoke or man made fog will be present on an enclosed set. No employer shall dissuade any member from using the proper type of smoke mask at the times when smoke or fog are being used on an enclosed set. When smoke other than light background smoke is being used on an enclosed set, the employer shall make every reasonable effort to have the set ventilated not less than ten minutes each sixty to ninety minutes during the period when such smoke is being used. The employer shall consult with the union regarding the appropriate procedures and the proper masks for work on an enclosed set when smoke is being used. The use of any carcinogenic material should not be used. The use of any carcinogenic material should be totally avoided; however, if the Employer insists on such use, the crews may leave the set during such use, and in that event no loss of time may be imposed by the Employer.

## **2.6 GENERAL DUTIES**

(a) The Script and Continuity Supervisor is the liaison between the Employer, Director and Editor. The Script and Continuity Supervisor shall be required for the Production of any motion picture which involves timing, matching, cast, a continuity of action, keeping of lined scripts or preparation of notes for the film editor.



(b) The functions of a Script and Continuity Supervisor on such production may involve any or all of the following:

1. Making a breakdown of wardrobe and props vital to action.
2. Rough timing.
3. Preparing a chronology of time lapses within the script.
4. Keeping script continuity.
5. Timing all scenes and keeping track of master time.
6. Working with the director to insure that scenes are completely covered.
7. Matching action, screen direction, wardrobe, hair dress, props, mood and tempo.
8. Numbering picture and sound takes.
9. Keeping track of hold, print and n.g. takes and reason for such.
10. Following dialogue.
11. Keeping production report; pages of script shot, number of scenes and setups, master time, company call, first shot, meal times, wrap times.
12. Lining the script and preparing daily notes for the editor.
13. Preparing combined continuity from the composite print.

**2.7 [THIS SECTION INTENTIONALLY LEFT BLANK]**

**2.8 APPLICATION OF AGREEMENT**

(a) This Appendix shall be binding upon the Employer (and, as used in this paragraph, the term “Employer” shall mean and include not only the Employer itself but also any of its subsidiaries or successors engaged in producing motion pictures, as well as any person, firm, corporation or other organization so engaged in which the Employer,

whether directly or indirectly, has a controlling financial interest). In no event shall the Employer sub-contract any of the work covered hereby where an effect thereof would be to enable such work to be done under wage rates or labor conditions inferior to those herein contained, nor shall any person not in compliance with the provisions of this agreement be permitted to perform work for the Employer.

**2.9 [THIS SECTION INTENTIONALLY LEFT BLANK]**

**2.10 MISCELLANEOUS**

(a) Commercials Only – The Local 161 Appendix applies exclusively to those AICP companies who are signatory to this Agreement and who are engaged in the physical production of Television Commercials pursuant to contracts with advertising agencies and/or advertisers.

(b) Should the AICP or any of its producers produce educational, industrials, documentaries, institutional and/or other non-theatrical motion pictures, the AICP and/or the producers will notify Local 161, in writing, in advance of the production of the name of the producer and dates and location of the production as well as the nature of the work to be produced. Representatives of Local 161 and the AICP and/or producer(s) will meet to discuss terms and conditions of employment for Script and Continuity Supervisors.

(c) Notwithstanding any of the language of the Appendix or the CPA, it is specifically understood and agreed between the parties that the job category of production office coordinator is not utilized in the commercial production industry and the parties have agreed that this practice shall continue.

**3.0      MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL 798**  
**NORTHEAST CORRIDOR TERMS AND CONDITIONS**

**3.1      LOCAL 798 RECOGNITION AND JURISDICTION**

(a)      The Employer agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for all Make-Up Artists and Hair Stylists, and persons working in such classifications are hereinafter designated as “employees.”

(b)      The Employer agrees that as a condition of employment, each employee covered by this Appendix presently employed or to be employed shall be or become a member in good standing of Local 798 not later than the thirty-first (31st) day following the beginning of his or her first employment or the date of this Appendix, whichever is later.

(c)      The Employer agrees that in the event any vacancy may exist in any position involving the type of employment covered by this Appendix, the Employer shall immediately notify the Business Representative of Local 798 of such vacancy.

(d)      This Appendix shall be applicable to the classifications of employees employed to perform services within the Northeast Corridor or employed by the Employer within Northeast Corridor to perform services within the confines of the CPA. In the event the Employer elects to and does employ a person to perform services covered by this Appendix outside of the above mentioned limits, or outside of the geographical jurisdiction hereinafter specified, the provisions of this Appendix shall be in effect; but such person and the Employer may in that case make other arrangements such as a “Flat Deal” contract in place and stead of the provisions of this agreement, provided such “Flat Deal” contract or other arrangements such as “Flat Deal” contract in place and stead of

the provisions of this agreement, provided such “Flat Deal” contract or other arrangement is negotiated and approved by Local 798.

(e) Employees hereunder working within their respective classifications shall have jurisdiction over the following:

- i. Preparing, styling, mixing and application of all facial, body and hair cosmetics;
- ii. Styling and applying all head, body and facial wigs, hair pieces and transformations and, in consultation with the Employer, ordering of same where such work is required thereon;
- iii. Females' hair styling, cutting and coloring;
- iv. All prosthetic work and including preparation, styling, lab work and application.

(f) Local 798 recognizes the need, and will continue to assist and cooperate with the Employer in an effort to assist increase efficiency and productivity.

### **3.2 WORKING CONDITIONS**

(a) **WORK WEEK:** Any five out of seven days; sixth day shall be at time and one half the average hourly rate, seventh day at double the average hourly rate. By the end of each working day, employees shall be notified of the starting time for the following day and once such notice is given, it cannot be changed.

(b) **WORK DAY:** Any 10 hours starting on the hour or half hour; sixth day rates for the next two (2) hours and seventh day rates thereafter. Sixth day work shall be paid at sixth day rates for the first 10 hours and at seventh day rates thereafter. Seventh day work shall be paid at seventh day rates for all hours.

(c) HOLIDAYS: New Year' Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Dr. Martin Luther King, Jr. Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. If any of these holidays falls on a Saturday, the preceding Friday will be observed. If the holiday falls on a Sunday, the following Monday will be observed. Holidays shall be paid at seventh day rates.

(d) TURNAROUND: There shall be a 10 hour turnaround on all days worked. In the event a 10 hour turnaround is not completed, and the crew starts to work again, the crew shall be paid at turnaround penalty rates (triple the employee's average hourly rate) as set forth in paragraph III until a 10 hour rest period is attained. In the event that the 10 hour rest period is not achieved on a premium day, the crew shall be paid the turnaround penalty until a 10 hour rest period is attained.

(e) STUDIO ZONE: There shall be a studio zone described as a 25 mile radius (see attached map) from Columbus Circle. When an employee is requested to report to a location within the studio-zone, their time commences when so reporting and their time ends when they are dismissed, provided safe public transportation is available nearby or s/he is transported by the Employer to safe public transportation. When a call is outside the area consisting of the Battery to 125th Street in Manhattan, courtesy transportation will be provided by the Employer to and from Columbus Circle. Time spent traveling in courtesy transportation shall not be considered compensable time.

(f) OUTSIDE STUDIO ZONE: On locations outside the 25 mile studio zone on which employees are not required to overnight away from the City of New York, all

travel time shall be counted as time worked and paid for as such. All traveling expenses and meals shall be furnished by the Employer on locations outside this zone.

(g) All overtime shall be computed in half-hour intervals.

(h) Assignments on which employees employed on a daily or weekly basis are required to remain away from the City of New York shall be paid for at straight time when not working on the: sixth or seventh consecutive day, or on a holiday. If an employee is required to work on the sixth day, s/he shall be paid time and one half the average hourly daily rate and double time after 12 hours. If the employee is required to work on the seventh day, s/he shall be paid the double time rate for all hours.

First class transportation, first class lodging, accommodations, (single occupancy when available) and all regular meals on and to from these assignments shall be furnished by the Employer and employees shall be reimbursed for amenities (such as laundry tips, and long distance telephone calls to home of not more than one per day) in a reasonable amount incurred while on the assignment. Tourist travel in a regularly scheduled commercial aircraft anywhere within the continental United States shall be deemed "first-class" transportation.

(i) The first meal shall be scheduled not earlier than 3 hours and not later than six hours after reporting time and subsequent meals no earlier than 3 hours and not later than six hours after the preceding meal. Meal periods shall be one hour in length except that a meal period may be one-half hour in length if a first class hot catered meal is provided by Employer and in such case the crew shall be off the clock. Food supplied by the Employer without taking time out shall not be considered a meal period. If an employee is required to work beyond the time specified above without a meal break, they

shall receive \$15.00 for the first 1/2 hour, \$17.50 for the next 1/2 hour, \$20.00 for the next 1/2 hour, \$25.00 for the next 1/2 hour, and triple-time for each 1/2 hour after that until there is a meal break.

The production company, consistent with the break periods provided in the agreement, shall have the right to schedule the lunch in accordance with its shooting/production requirements.

All day calls shall be for a minimum of ten (10) hours work.

**3.3 RATES OF PAY**

The following rates of pay shall constitute the minimum compensation payable to employees covered by this Appendix:

OCTOBER 22, 2007 TO SEPTEMBER 30, 2008  
HOURLY RATES

<u>Classification</u>	<u>0-8</u>	<u>9-10</u>	<u>Min. Call</u>	<u>6th Day</u>	<u>7th Day</u>	<u>Turnaround 3X</u>
Hair & Makeup	51.60	77.39	567.56	85.13	113.51	170.27

OCTOBER 1, 2008 TO SEPTEMBER 30, 2009  
HOURLY RATES

<u>Classifications</u>	<u>0-8</u>	<u>9-10</u>	<u>Min. Call</u>	<u>6th Day</u>	<u>7th Day</u>	<u>Turnaround 3X</u>
Hair & Makeup	53.14	79.72	584.58	87.69	116.92	175.38

OCTOBER 1, 2009 TO SEPTEMBER 30, 2010  
HOURLY RATES

<u>Classifications</u>	<u>0-8</u>	<u>9-10</u>	<u>Min. Call</u>	<u>6th Day</u>	<u>7th Day</u>	<u>Turnaround 3X</u>
Hair & Makeup	54.74	82.11	602.12	90.32	120.42	180.64

### **3.4 WELFARE AND PENSION FUNDS**

(a) The employer shall be obligated to contribute to the “Welfare Fund of Make-Up and Hair Stylists, Local 798” and the “Pension Fund of Make-Up Artists and Hair Stylists, Local 798” the following

10/22/07 through 9/30/08: \$105.00 per day to the Local 798 Pension and Welfare Funds  
10/1/08 through 9/30/09: \$110.00 per day to the Local 798 Pension and Welfare Funds  
10/1/09 through 9/30/10: \$114.00 per day to the Local 798 Pension and Welfare Funds

Notwithstanding the foregoing, the rate applicable for work in Baltimore, Maryland and Washington, D.C. shall be as follows:

10/22/07 through 9/30/08: \$81.00 per day to the Local 798 Pension and Welfare Funds  
10/1/08 through 9/30/09: \$86.00 per day to the Local 798 Pension and Welfare Funds  
10/1/09 through 9/30/10: \$90.00 per day to the Local 798 Pension and Welfare Funds

The trustees of said funds shall determine how these amounts shall be distributed between the two funds. In no event shall the employer be required to make any contribution over and above these amounts at any time during the term of this agreement.

The Welfare Fund is a trust fund established by an Agreement and Declaration of Trust entered into as of November 1, 1957, for the purpose of paying or providing medical, surgical, hospital and accident, disability, death or miscellaneous benefits to the persons covered by such Fund. Such Welfare Fund is administered by six (6) trustees, three (3) designated by Local 798, on the one hand, and three (3) designated by the Employers making such contributions to the Fund, on the other hand. The Pension Fund is a Trust established by an Agreement and Declaration of Trust entered into as of November 1, 1957 for the purpose of paying and/or providing Pension or Retirement benefits for the persons covered by such Fund. The Pension Fund is administered by a Board of six (6). Trustees, three (3) designated by Local 798, and three (3) designated by the Employers making contributions thereto.



(b) Contributions as herein provided shall be due and payable on the first day of each month. The Employer agrees that, upon making each monthly payment to the Welfare Fund and the pension fund as hereinabove provided, it will furnish also a statement of the names of the Make-Up Artists and Hair Stylists, and the dates of their employment, on whose account the contributions covered are being made. If so required by the trustees, such statements shall be on forms supplied by the Fund and copies of same shall be sent simultaneously to Local 798.

(c) The Trustees may compel payment of the, required contributions in any manner in which they may deem proper, but such right on the part of the trustees shall be without limitation upon Local 798's rights and privileges in this connection.

(d) The Employer shall not be liable in any respect because of the neglect, failure or refusal of any other employer to make payments to the Welfare Fund or to file reports required under the provisions of any agreement between any such other employer and Local 798.

(e) The Trustees shall be required to maintain the Pension Fund and Welfare Plan as qualified by the Treasury Department under Section 401 et seq. of the Internal Revenue Code so that the Employer may be allowed the contributions as a proper business expense. The Trustees are empowered and directed to take any and all actions and make any and all applications necessary to continue to insure proper tax exemptions of payments made by the Employer to the Pension Fund and of Welfare Fund income.

### **3.5 MISCELLANEOUS PROVISIONS**

(a) It is understood and agreed that no person other than a Make-Up Artist or Hair Stylist represented by Local 798 and working under the terms of this Appendix shall

perform any make-up or hair-dressing (as such terms are customarily understood in the motion picture industry and as defined in Article I(e) hereof). Any violation of the foregoing shall require the Employer to pay Local 798 as damages double the daily rate of pay for each such violation plus any reasonable costs incurred in connection therewith.

(b) If hired, the Make-Up Artist or Hair Stylist shall remain on the job as long as the actors who have been made up by the Make-Up Artists are before the camera. The operation of multiple stages or studios shall not be conducted by the employer in such manner as will avoid the employment of additional Make-Up Artists or Hair Stylists where necessary.

(c) No Make-Up Artist or Hair Stylist may be employed to perform services for two separate Employers in anyone (1) day without express permission from an authorized officer of the Union.

(d) Employees hereunder shall not be required to jeopardize their working opportunities by having to perform work that is considered hazardous.

The following allowances shall be paid if an employee hereunder does, however, agree to perform services while on serial flights, space flights, submarine diving, or work in combat zones: \$100.00 for each flight or dive or incident. In the event work is performed under any of the above circumstances, the Employer shall cover the employee, for the duration of the assignment, with a personal accident dismemberment in the amount of \$100,000.00, payable to the beneficiary designated by the employee, and providing for a weekly indemnity, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks. If a difference of opinion arises as to whether

an assignment is hazardous, the questions shall be settled between the Employer and the Business Representative of Local 798.

(e) Employer will provide suitable wearing apparel for abnormally cold or wet work not contemplated at the time of employment.

(f) Employer will provide suitable working accommodations for make-up and hair-dressing.

(g) Smoke – The employer shall notify each employee and prospective employee as soon as possible prior to the commencement of work if smoke or man made fog will be present on an enclosed set. No employer shall dissuade any employee from using the proper type of smoke mask at the times when smoke or fog is being used on an enclosed set. When smoke other than light background smoke is being used on an enclosed set, the employer shall make every reasonable effort to have the set ventilated not less than ten minutes each sixty to ninety minutes during the period when such smoke is being used. The employer shall consult with the union regarding the appropriate procedures and the proper masks for work on an enclosed set when smoke is being used. The use of any carcinogenic material should not be used. The use of any carcinogenic material should be totally avoided; however, if the Employer insists on such use, the employee may leave the set during such use, and in that event no loss of time may be imposed by the Employer.

(h) Hiring – Calls for Make-Up Artist and Hair Stylists may be placed through the Local's office and shall be filled by referrals without discrimination as to membership or non-membership. The Local must honor all requests for a particular Make-Up Artist or Hair Stylist if he or she is available for work.

Both the employer and union agree not to discriminate against any employee or applicant for employment in any respect by reason of race, color, creed, national origin, sex, age, marital status, disability, or any other factor protected by Federal, New York State, or New York City law.

- (i) Screen credits shall be given to the Make-Up Artist and Hair Stylist whenever other technical credits are given.
- (j) When an employee's services are terminated, she shall be paid on the same day except that overtime may be paid on the following day.
- (k) If required to supply his or her own materials, the employee shall be entitled to be paid a minimum fee of Twelve Dollars and Fifty Cents (\$12.50) per day for same.

### **3.6 ACCESS TO PREMISES**

The Business Representative or other accredited representatives of Local 798 shall be permitted to have access to any studio, job, or location during business hours for the conduct of Union business.

### **3.7 APPLICATION OF APPENDIX**

This Appendix shall be limited in its application to the extent indicated in Article I(d) hereof and, as so limited, it shall be binding upon the Employer (and, as used in this paragraph, the term "Employer" shall mean and include not only the Employer itself but also any of its subsidiaries or successors engaged in producing motion pictures, as well as a person, firm, corporation or other organization so engaged in which the Employer, whether directly or indirectly, has a controlling interest). In no event shall the Employer subcontract any of the work covered hereby where as effect thereof would be to enable

such work to be done under wage rates or labor conditions inferior to those herein contained nor shall any per not in compliance with the provisions of the Agreement be permitted to perform any of such work for or at the premises of the Employer.

**3.8 EMPLOYER LIABILITY**

In the event of any failure or refusal of the Employer to pay wages, pension and/or welfare contributions or any other fixed financial obligations hereunder, the Employer shall, in addition to its liability for the principal amount owing, be liable for all expenses (including reasonable accountants' fees, attorneys' fees in accordance with the schedule hereunder specified, and court costs, etc.) that may be incurred in ascertaining the amount due and/or in connection with any suit or proceeding (civil or criminal) instituted against the Employer by reason of such default, and such additional liability may be recovered in such suit or proceeding.

Attorneys' fees shall be as follows:

Fee

Below \$500.00	30% of principal due.
\$500.00 or more but less than \$1,000.00	25% of principal due.
\$1,000.00 or more	20% of principal due.

\*Subject to minimum fee of \$50.00

**3.9 MISCELLANEOUS**

1. The parties confirm:
  - (a) The Employer's right to employ one person to perform the duties of both make-up and hair on the same production;

- (b) The Employer's right to employ, when requested by either the agency or the client, such individuals as they designate on a particular production;
  - (c) That the Employers have no obligation to have a Local 798 member "travel" to a distant location.
2. It is agreed that this Appendix applies exclusively to those AICP member companies who are signatory to the CPA and who are engaged in the physical production of television commercials pursuant to contracts with advertising agencies and/or advertisers which are intended for television exhibition. This Appendix is intended to recognize and address the special needs of the television commercial production.

**END OF APPENDIX**

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