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Commercial Guide

The Source

for Information on

Commercial Union

Contracts and Payroll

NEW VERSION 10
ALL INFORMATION
UPDATED FOR 2007

Edited by Carl Zucker, VP, Marketing

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Introduction

Over the years we have seen a proliferation of union contracts and changes to existing contracts in the entertainment industry. The need to understand and keep current on the terms of these contracts is critical. As an employer-of-record payroll service for more than 500 TV commercial production companies, Media Services takes this responsibility very seriously. We consider staying informed of all union issues an essential part of the service we provide. With today's pace of changing rules and regulations, that can be an incredible challenge.

We've developed this **Guide to Commercial Union Contracts and Payroll** to provide you with reference materials to help you stay up to date on all of the changes. Although we have done our best to provide you with some assistance, this compilation is intended to be used as a guide. Union contracts, in particular, are subject to interpretation and circumstance best examined by qualified legal counsel. However, we hope you find this is a useful resource. We welcome your comments on how to make our guide a more useful tool in the future.

A current updated Adobe Acrobat (PDF) file of this document is available by sending a request to me at carl@media-services.com. When you make your request, let me know if you would like to have new versions automatically e-mailed to you.

Please visit our friendly, informative website which includes all back issues of our newsletters, *Payroll Spotlight*, and *Above & Below the Line*, a Toolbox area with per diem rates and other state specific information, and links to a variety of entertainment industry sites.

If we can be of assistance with any of your production needs, feel free to contact either of our offices.

For specific questions about this guide, please contact:

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Signatory Issues

Who is the Signatory to a union contract?

Production Company - Directly

Commits the production company to observe all aspects of the union contract. DGA, SAG, L600 East and the IATSE (National) Commercial Production Agreement require direct signatory. The advertising agency or client is usually the SAG signatory. (SAG Signatory issues are covered in greater depth in the introduction to the SAG Contracts.) In certain circumstances, a union might offer the production company a Letter of Adherence (LOA) that covers a single project rather than a Term Agreement, which covers all projects, but this is becoming less common.

Production Company - Via AICP

Association of Independent Commercial Producers member companies are not automatically signatories to any contract. To become a signatory, a company must sign an agreement through the AICP. A list of current AICP negotiated contracts can be found on the next page.

Payroll Service as Signatory

A few union contracts allow the payroll service to function as the signatory. This means that the production company need not sign a union contract before hiring union personnel. Using a payroll service as signatory does not relieve a production company of any union contract requirements on the project involved.

Whichever form of signatory is used, producers are required to follow all terms and conditions of the applicable union contract(s). In general these provisions include, but are not limited to: Staffing requirements, wage rates, overtime, meal penalties and turnaround.

In general, all employees working in classifications covered by a collective bargaining agreement are entitled to receive the wages, benefits and other terms specified in the collective bargaining agreement regardless of whether they are a member of a union. Right to work laws do not permit an employer to avoid union terms and conditions; they only give the employee the right not to join the union notwithstanding any union security provisions contained in the collective bargaining agreement. (See Right to Work Laws information contained in the Appendix to this guide.) Further, most union agreements as a practical matter do not permit the mixing of crews. It should be noted that in many situations IATSE is allowing the hiring of qualified non-union workers as long as the producer covers them under the full provisions of the contract. You should check with your payroll service in the event that it becomes necessary to utilize a mixed crew.

This information is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any statute or regulation should only be made after review of the applicable statute or regulation and consultation with your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein.



Union Signatory List - As of 2/1/07

Production Companies Directly

In order to utilize the services of members of the following unions, production companies **must** sign a union agreement.

Directors Guild Of America (If Non AICP)

Screen Actors Guild - Commercial - Ad Agency is usually the signatory

IATSE (National) Commercial Production Agreement (Covers LA County and rest of US except NY and SF) (Covers Local 600 Nationwide)

IATSE Local 16 - San Francisco

Teamsters Local 399 – Separate Driver and Location Scout Agreements, AICP and Independent versions

IATSE Local 52 - Studio Mechanics – (If Non AICP)

IATSE - Local 600 - Cinematographers -

Single Production Agreements when available

IATSE Local 829 – Set Designers, Scenic Artists & Stylists (Pending)

Production Company - Via AICP

Directors Guild Of America/AICP Agreement

(IATSE National) Commercial Production Agreement (Covers LA County and rest of US except NY and SF) (Covers Local 600 Nationwide)

Teamsters Local 399 - Separate Driver and Location Scout Agreements

IATSE Local 52 - Studio Mechanics (Must sign Trust Acceptance)

IATSE Local 476 – Chicago (Agreement for Local based companies only.)

Payroll Service as Signatory

Payroll Services can generally function as signatory to the contracts for the following unions, but unions can, and often do, demand that producer become direct signatory for at least the individual production:

NY

Teamsters Local 817

IATSE Local 764 - Wardrobe – (Promulgated agreement)*

* Promulgated agreement is contract offered by a union, which has not been negotiated.

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Commercial Union Holidays - 2007

*Nat. Comm. Production Agmt.- NCPA applies to all IATSE outside NE Corridor, SF and follows SAG Holidays

	West/LA	East/NY/NE Corridor
1/1 New Year's Day	SAG, IA Locals, DGA, Tmst. 399, NCPA	IA 52, 764, SAG, DGA, 600E, 161, 798, Tmst. 817, NCPA, 829
1/15 Martin Luther King Day	SAG, IA Locals, DGA, Tmst. 399, NCPA	DGA, SAG, 161, L600E, 798, NCPA, 829
2/12 Lincoln's Birthday		764, Teamsters 817,
2/19 President's Day (Washington's Birthday)	DGA, SAG, IA Locals Teamsters 399, NCPA	DGA, SAG, Teamsters 817, NCPA IA 52, 161, 600E, 764, 798, 829
4/16 Easter Sunday		IA 52
5/28 Memorial Day	DGA, SAG, IA Locals Teamsters 399, NCPA	DGA, SAG, Teamsters 817, NCPA IA 52, 161, 600E, 764, 798. 829
7/4 Independence Day	IA Locals, DGA, SAG, Teamsters 399, , NCPA	DGA, SAG, Teamsters 817, NCPA IA 52, 161, 600E, 764, 798. 829
9/3 Labor Day	DGA, SAG, IA Locals Teamsters 399, NCPA	DGA, SAG, Teamsters 817, NCPA IA 52, 161, 600E, 764, 798. 829
10/8 Columbus Day		Teamsters 817 IA 52, 764,
11/6 Election Day		Teamsters 817
11/11 Veteran's Day		IA 52, 764, Tmst. 817, 829 (NE Corridor Only) 161, 600E, 798
11/22 Thanksgiving Day	DGA, SAG, IA Locals Teamsters 399, NCPA	DGA, SAG, Teamsters 817, NCPA IA 52, 161, 600E, 764, 798. SA 829
11/23 Day After Thanksgiving		161, 600E, 798 IA 52, 829 (NE Corridor Only)
12/25 Christmas Day	DGA, SAG, IA Locals Teamsters 399, NCPA	Teamsters 817, IA 52, 161, 764 DGA, SAG, 600E, 798, 829, NCPA



AICP - IATSE Commercial Production Agreements - Jurisdictions

		Prod Centers/Zones	IATSE Local	(N)CPA	NE Corridor
AK	Alaska	Anchorage		✓	
AL	Alabama			✓	
AR	Arkansas			✓	
AZ	Arizona	Phoenix, Tucson		✓	
CA	California	Los Angeles County		✓	
		San Francisco - Per Contract	16	L600 (N)CPA	
		Sacramento, San Diego		✓	
CO	Colorado	Denver		✓	
CT	Connecticut		52		Local 600/161/798
DC	District of Columbia	Washington DC	487	✓	Local 600/161/798
DE	Delaware	East/West	52/487	52/M-S	Local 600/161/798
FL	Florida	Miami (incl. Palm Beach, Dade & Broward counties), Orlando (incl. Winterhaven & Lakeland), Tampa (St. Petersburg & Clearwater)	477	✓	
GA	Georgia	Atlanta		✓	
HI	Hawaii	Honolulu		✓	
IA	Iowa			✓	
ID	Idaho			✓	
IL	Illinois	Chicago - Per Contract	476	L600 (N)CPA	
IN	Indiana			✓	
KS	Kansas			✓	
KY	Kentucky			✓	
LA	Louisiana	New Orleans	487	✓	
MA	Massachusetts	Boston	481	✓	Local 600/161/798
MD	Maryland	Baltimore	487	✓	Local 600/161/798
ME	Maine		481	✓	
MI	Michigan	Detroit (Local Co's have local contract)	38, 812	✓	
MN	Minnesota	Minneapolis & St. Paul	490	✓	
MO	Missouri	St. Louis	493	✓	
MS	Mississippi		492/478	✓	
MT	Montana			✓	
NC	North Carolina	Charlotte & Willimington	491	✓	
ND	North Dakota			✓	
NE	Nebraska			✓	
NH	New Hampshire			✓	
NJ	New Jersey		52		Local 600/161/798
NM	New Mexico	Albuquerque & Santa Fe	480	✓	
NV	Nevada	Las Vegas		✓	
NY	New York	New York - Per Contracts	52, 161, 764, 798		Local 600/161/798
OH	Ohio	Cleveland	209	✓	
OK	Oklahoma			✓	
OR	Oregon	Portland	488	✓	
PA	Pennsylvania	Pittsburgh L489 /50 Mi.Rad.	52 Except Pitts.	✓/Except 52 Area	Local 600/161/798
RI	Rhode Island			✓	Local 600/161/798
SC	South Carolina		491	✓	
SD	South Dakota			✓	
TN	Tennessee	Nashville	492	✓	
TX	Texas	Austin, Dallas, Ft. Worth, Huston & San Antonio	484	✓	
UT	Utah	Salt Lake City		✓	
VA	Virginia	Richmond	487	✓	
VT	Vermont		481	✓	
WA	Washington	Seattle	488	✓	
WI	Wisconsin			✓	
WV	West Virginia			✓	
WY	Wyoming			✓	
PR	Puerto Rico	San Juan	494	✓	
VI	US Virgin Islands		494	✓	

Prod Centers/Zones
= 30 mile radius of City Hall or as indicated.

Local 600 Hiring Rules

Northeast Corridor:
Hired anywhere to work within Northeast Corr.
Hired in Northeast Corridor to work in Outer Region or anywhere except LA Co.

Outer Region:
Hired in Outer Region to work in Outer Region.
Hired in Outer region to work anywhere except Northeast Corridor or LA County.

Local 600 Free flow:
There are no restrictions on members from any locality working in any other locality.
However, LA hire P&W is always paid at LA rates and production company must be signed to LA Commercial Agreement.

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(National) Commercial Production Agreement

As of 10/1/04 the (National) Commercial Production Agreement consolidates and replaces the **LA Commercial Agreement, Multi-State Supplemental Agreement** and the **Local 600 East Agreements**. This new agreement covers commercial production throughout the United States with the exception of New York and San Francisco. (There are also separate Chicago and Detroit agreements covering locally based producers on local productions only.)

This is a Term agreement, meaning that producers must become permanent signatory to it. There is no provision for signing for a single production.

While this agreement consolidates these other agreements, it does make for a rather complicated contract in its application. The information that follows attempts to clarify the terms, conditions and application of this agreement.

All Local 600 work now falls under the (National) Commercial Production Agreement. This agreement applies the same work rules throughout the United States with the exception of the Northeast Corridor.

Local 600 East - Cinematographers - Contracts

Local 600 East has consolidated its contracts covering the work of Directors of Photography, Camera Operators, Assistant Camerapersons and Still Photographers in commercials in the United States. There are now only two agreements with three sets of work rules.

(National) Commercial Production Agreement – This term agreement covers Local 600 members working in TV commercial production throughout the United States. It is detailed on the following pages which special terms and conditions for the Northeast Corridor. It runs through 9/30/07.

The **Independent Term Agreement**, and **New England Regional Term Agreement** have been eliminated.

Hiring Issues

It should be noted, that under the "free flow" rules, which apply to all these agreements, East Coast work rules apply to West Coast based personnel hired and transported to work within the jurisdiction, but the Pension, Health and Welfare rates would be lower, per the (National) Commercial Production Agreement.



Work Rules - IATSE-AICP (National) Commercial Production Agreement

Contract changes in italics!

Term of Contract	10/1/04 - 9/30/2007	<i>(Combines: LA Commercial, Multi-state & L600 East)</i>
Contracted Day	8 consecutive hours	
Contracted Workweek	Any 5 or 6 consecutive days of 7	
Calls	Day/Night	Anytime Time Begins at Set Call Time
	Partial Day	No Except Travel days - Min. 4 hours/Max. 8 hours @ 1x
Overtime	1.5x	9-12hr., 6th day
	2x	After 12hrs., 7th day, Holidays
	3x	6th day after 12 hours worked
	4x	7th day after 12 hours worked
	Increments	1/4 hour increments
Turnaround	Daily	10 hours Overnight Locations - 9 hrs except DP & Camera Operator/10 hrs-All portal to portal
Penalty	If rest is at least 6 hrs.	Base or OT rate when released plus 1X for invaded hour
	If rest is less than 6 hrs.	Base or OT rate when released plus 1X for day until 10 hour rest period is provided
Meals	Intervals	6 hr. intervals 1st meal no earlier than 3 hrs. except for early call crew provided w/ND Breakfast
	Lengths	1/2 - 1 hour
	Penalties	1st 1/2 hr or fraction - \$7.50
		2nd 1/2 hr \$10.00 3rd 1/2 hour and each additional - \$12.50
	Second Mea	May be deducted if it is outside minimum call and 6 hrs after preceding meal period
	Extensions	1st may be extended 15 min. to complete set up 2nd may be extended 30 min. to complete set-up or wrap
	Walking Meal	Any second meal, excluding NDB, may be a non-deductible walking meal, provided crew is dismissed within 1 hr from time meal was due
Production Zone	>Within a circular 30 mile zone from intersection of City Hall for designated production center	
Location Rules	>Per Diem allowance and housing or housing allowance to be provide	
	<i>(*Also see rate sheets)</i>	
	>Air Transportation - Coach or better -	
Work time/Travel Time Provisions	Overnight Locations: Work: Set call to set dismissal. 1 hr. allowable travel time. Excess is paid as work time. Travel Days - Min. 4 hours, Max. 8 hrs. Straight Time - Mileage at current IRS rate (\$.405 per mile)	
Cancellation of Call	By 3pm of prior non work day	By end of prior work day
	Penalty - Work Day - 8hrs pay Travel Day - 4 hrs pay	
Minimum Staffing	>No Minimum Staffing - "...staffing practices ... consistent with general past practice in television production industry." "...practical interchangeability within production crafts	
	>Covers "... classifications traditionally covered by IATSE..." Excludes office clerical, PA's or guards	
	>Acknowledges that install & strike of base camp electric as well as aerial balloon lights within jurisdiction	
	>Commercial Stylists are not covered by the agreement. Costume Designers and Costumers are.	
Payment of wages	No special provisions	Most states require payment within 2 wks. CA has severe late payment penalties
Hazardous Work	No special provisions	Except in NE Corridor. See NE Corridor Notes page
Jurisdiction	<i>Throughout US, Puerto Rico and US Virgin Isl. See Jurisdiction: Within LA Rates page for exception</i>	
Pension Health & Welfare	<i>Rates vary geographically. See AICP - IATSE Commercial Production Agreements - P&W Rates page</i>	
	Travel and Idle days on location: Eight hours P&W contribution	
Holidays	Follow Screen Actors Guild Commercials Contract	Sunday holidays are observed on Monday
	New Years Day	Martin Luther King Day President's Day Memorial Day
	Independence Day	Labor Day Thanksgiving Day Christmas Day
Union Security	>Preference of employment: First consideration to those referred by local union	
TV Commercial Roster	>Workers who are not current members of the union may be hired based on advertiser or agency requirements or documented industry experience. All are covered by all of agreement's provisions.	
	>Marine Coordinators, boat handlers & operators covered if not covered by another union.	
Scale Rates	See: National Commercial Production Agreement Rate Sheet	
Notes	<p>>Outside LA County, NY & Phila Zones, producer must notify LA or NY IA office prior to shoot with production company name, contact person, location and date(s) of shoot</p> <p>>Producers must be direct signatory to full agreement. No letters of adherence</p> <p>>Excludes public service announcements, spec commercials <i>Excludes low budget commercials with single day production of \$75K or less and aggregate cost of \$225K or less</i></p> <p>Wage rates subject to individual negotiation. P&W normal</p> <p>>IATSE or crew may appoint a Job Steward for each production</p> <p>>Scope of Agreement - Where Employer has no effective control portions of pre and post production not covered. Employers not prevented from subcontracting for services consistent with industry practice</p> <p>>Higher Classification - Two or more hours work in higher classification requires higher rate for day</p> <p>>Recognize jurisdiction over commercials made by traditional means for any medium including Internet</p> <p>>Internet commercials by non-traditional means to be negotiated, all but wages & work rules apply</p>	
Phone Numbers	LA IATSE: 818-980-3499, NY: 212-730-1770	LA AICP: 323-960-4763, NY: 212-929-3000

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P&W Rules - IATSE (National) Commercial Production Agreement

Pension & Welfare Contributions

Hired to work in LA County or hired in LA County to work anywhere else:

Current rate: As of August 1, 2006 \$3.8975 p/hr plus 5% of scale

Camera department and post production employees hired and working outside of Los Angeles County:

Current rate: As of Jan. 21, 2007: \$9.0416 per hr. plus 5% of Scale plus \$.75 per day

Hired in New England, Maryland, and Washington, D.C. (except for camera, post production, Local 798, and Local 161 in CT):

As of 10/1/06: \$83.00 per day

Hired in Michigan (except for camera department and post production employees):

As of 10/1/06: \$103.00 per day

Hired in Nevada (except for camera department and post production employees):

As of October 1, 2006 \$34.71 per day plus 8% of gross pay

Hired outside LA County, New England, MD, Wash., D.C., MI, NV: (excluding camera, postproduction Local 161 and Local 798)

As of 10/1/06: \$55.00 per day

Local 161: Hired in Delaware, Maryland, Massachusetts, Pennsylvania, and Washington, D.C.:

October 1, 2004 through September 30, 2007: \$95 per day to L161 Funds

Hired in Connecticut, New York, and New Jersey

As of August 1, 2005 \$8.2660 per hr. plus 5% of Scale

Hired in Maine, New Hampshire, Vermont, Rhode Island, Virginia, W.Virginia, N.Carolina, S.Carolina, Georgia, and Florida:

As of 10/1/06: \$76.00 per day

Local 798: Hired in the Northeast Corridor (CT, DE, MD, MA, NJ, NY and PA)

October 1, 2004 through Sept 30, 2007: \$100 per day to L798 Funds

Hired in Baltimore, Wash DC, Rhode Island, Virginia, West Virginia, North Carolina, South Carolina, Georgia, and Florida:

As of 10/1/06: \$76.00 per day

Northeast: Local 52 IATSE (New York Studio Mechanics) maintains the terms and conditions negotiated in 2003 for work in the New York Zone and the Philadelphia Zone. Work in balance of Local 52 jurisdiction (NY, NJ, CT, DE, and PA (except area within 50-mile radius of center of Pittsburgh) under terms of (N)CPA.

Pittsburgh: The area within a 50-mile radius from the center of Pittsburgh are under the terms of this new (N)CPA.

Local 600E (Camera) maintains its current contract terms and conditions for the camera department in the Northeast Corridor (CT, DE, MD, MA, NJ, NY, PA, and DC) The former Local 600E Outer Region is incorporated into the (N)CPA.

Local 161 IATSE (Script Supervisors - East Coast) maintains current contract terms and conditions for work within the NE Corridor. Work in the balance of their jurisdiction (ME, NH, VT, RI, VA, WV, NC, SC, GA, FL) are under the terms and conditions of the (N)C

Local 798 IATSE Make-up Artists & Hair Stylists - East Coast) maintains its current terms and conditions for work in the NE Corridor. Work in the balance of their jurisdiction (RI, VA, WV, NC, SC, GA, FL) are under the terms and conditions of the (N)CPA.

San Francisco: Local 16 IATSE continues to be excluded from this Agreement; however single-job contracts are available.

Illinois: \$6.55 p/hr worked + \$11.00 per day until expiration - 1/31/07

Wage Rates - OUTSIDE LA County - IATSE (National) Commercial Production Agreement

Classification		10/1/2005	(8 hours)	10/1/2006	(8 hours)
Dir. of Photography	Hourly	84.59	676.75	87.13	697.05
Camera Operator	Hourly	51.78	414.22	53.33	426.65
1st Camera Asst.	Hourly	37.46	299.69	38.58	308.68
2nd Camera Asst.	Hourly	34.41	275.30	35.44	283.56
Camera Loader/Utility	Hourly	29.44	235.50	30.32	242.56
Sound Mixer	Hourly	53.43	427.41	55.03	440.23
Boom Operator	Hourly	36.06	288.48	37.14	297.14
Sound Utility	Hourly	36.06	288.48	37.14	297.14
VTR/Video Playback	Hourly	36.06	288.48	37.14	297.14
Key Grip	Hourly	33.52	268.13	34.53	276.24
2nd Grip	Hourly	30.02	240.20	30.92	247.36
Dolly Grip	Hourly	31.10	248.77	32.03	256.23
Grip	Hourly	28.65	229.24	29.51	236.11
Entry Level Grip	Hourly	25.08	200.64	25.83	206.66
Lighting Gaffer	Hourly	33.52	268.13	34.53	276.24
2nd Electrician	Hourly	30.02	240.20	30.92	247.36
Dimmer Operator	Hourly	29.32	234.59	30.20	241.63
Electrician	Hourly	28.65	229.24	29.51	236.11
Entry Level Electrician	Hourly	25.08	200.64	25.83	206.66
Property Master	Hourly	33.52	268.13	34.53	276.24
2nd Prop	Hourly	29.32	234.59	30.20	241.63
3rd Prop	Hourly	27.47	219.76	28.29	226.35
Costume Designer	Weekly on Call	1890.29		1947.00	
	Daily on Call	453.58		467.19	
Key Costumer	Hourly	31.24	249.92	32.18	257.42
2nd Costumer	Hourly	29.65	237.23	30.54	244.35
3rd Costumer	Hourly	27.16	217.29	27.97	223.76
Entry Level Costumer	Hourly	21.63	173.04	22.28	178.23
Key Make Up Artist	Hourly	38.15	305.21	39.29	314.32
2nd Make Up Artist	Hourly	32.49	259.89	33.46	267.69
3rd Make Up Artist	Hourly	29.43	235.42	30.31	242.48
Key Hair Stylist	Hourly	37.85	302.82	38.99	311.90
2nd Hair Stylist	Hourly	33.20	265.58	34.20	273.60
3rd Hair Stylist	Hourly	27.47	219.76	28.29	226.35
Script Supervisor	Hourly	27.99	223.88	28.83	230.64
First Aid	Hourly	26.16	209.30	26.94	215.52
Craft Service	Hourly	24.30	194.38	25.03	200.21
Art Director	Weekly on Call	2667.45		2747.48	
Asst. Art Director	Weekly on Call	1986.52		2046.12	
Set Decorator	Weekly on Call	2037.18		2098.30	
	Daily on Call	482.29		496.76	
Lead Set Dresser	Hourly	29.32	234.59	30.20	241.63
Set Dresser	Hourly	27.46	219.68	28.28	226.27
Construction Coord.	Weekly on Call	1982.02		2041.48	
	Daily on Call	468.90		482.97	
Propmaker Foreperson	Hourly	33.67	34.68	34.68	
Propmaker	Hourly	29.32	30.20	30.20	
Paint Foreperson	Daily on Call	394.98	269.37	406.83	277.45
Painter	Hourly	29.32	234.59	30.20	241.63
Lead Scenic Artist	Hourly	43.46	44.76	44.76	
Scenic Artist	Hourly	39.29	40.47	40.47	
Special EFX Foreperson	Hourly	33.67	234.59	34.68	241.63
Lead Effects	Hourly	31.10	347.65	32.03	358.07
Effects	Hourly	29.32	314.36	30.20	323.79
Studio Teacher/Welfare	Hourly	36.41		37.50	

Marine Coordinators, boat handlers & operators covered if not covered by another union.

Wages "As Negotiated"

If Employed: (Daily rate = 1/5 of 5 day rate)

Prod. Accountant	5 Day "On Call"	2157.09	2221.80
Prod. Office Coordinator	5 Day "On Call"	1294.90	1333.75
Asst. Prod. Accountant	5 Day "On Call"	1222.95	1259.64
Asst. Prod. Office Coord.	5 Day "On Call"	767.39	790.41
Art Dept. Coordinator	5 Day "On Call"	767.39	790.41

The listing of a classification is not a staffing requirement

PRODUCTION ZONES	
Alaska	Anchorage
Arizona	Phoenix, Tucson
California	Sacramento, San Diego
Colorado	Denver
Florida	Miami (incl. Palm Beach, Dade & Broward counties), Orlando (incl. Winterhaven & Lakeland), Tampa (St. Petersburg & Clearwater)
Georgia	Atlanta
Hawaii	Honolulu
Louisiana	New Orleans
Maryland	Baltimore
Mass.	Boston
Michigan	Detroit
Minnesota	Minneapolis & St. Paul
Missouri	St. Louis
Nevada	Las Vegas
New Mexico	Albuquerque & Santa Fe
N. Carolina	Charlotte & Willmington
Ohio	Cleveland
Oregon	Portland
Penn.	Pittsburgh
Puerto Rico	San Juan
Tenn.	Nashville
Texas	Austin, Dallas, Ft. Worth, Huston & San Antonio
Utah	Salt Lake City
Virginia	Richmond & Washington DC
Washington	Seattle

LOCATION RULES HIRED OUTSIDE LA

In Production Zones:

- > Report to locations within zone unless access difficulties, then transportation provided.
- > Local Hire if employee lives within jurisdiction of Local or within 60 miles of location. Does not apply to L600.

For Nearby Location, outside Production Zone:

- > Mileage - \$.405 per mile from perimeter of "zone" to reporting place and return.
- > Travel outside zone paid at straight time hourly rate and is not included in rest period.
- > Producer must offer transportation between locations on multi-location day or pay mileage.
- > If over 18 hr. day and over 30 mi. from edge of Zone, Producer must offer hotel to employees.

Overnight Locations - Additional

- Over 60 miles from employee's residence
- > Work time from set call to set dismissal.
- > Transport to be provided.
- > Not more than 1 hour travel per day. Excess is work time
- > Rest periods calculated Portal to Portal.

11/16/05 Copyright 2005 Media Services. This chart is intended solely as a summary of contract provisions for reference only. Decisions should be made only after reviewing the applicable agreement. Media Services will not be responsible for any errors or inaccuracies in this chart.

Please bring any questions to attention of Carl Zucker at
Media Services: 212-366-9390

Work Rules - IATSE-AICP (National) Commercial Production Agreement NE Corridor Rules and Conditions - Local 600

Unless indicated, same as CPA

Term of Contract	10/1/04 - 9/30/2007			
Contracted Day	10 consecutive hours			
Contracted Workweek	Any 5 days out of 7			
Calls	Day/Night	Anytime	Time Begins at Set Call Time	Dept. on same Call on Shoot Days
	Partial Day	No	Start on hour or half hour.	
Overtime	1.5x	Over 10 hours, 6th day		
(Calc. on 10 hr. day rate)	2x	Over 12 hours, 7th day, 6th day after 10 hrs., Holidays		
	2.5x	Over 15 work hours.		
	3x	Over 18 consecutive hours - ONLY with permission of Union		
	Increments	1/4 hour increments		
Turnaround	Daily	10 hours Portal to portal.		
	Weekly	54 hours for 5 day week, 34 hours for 6 day week. Portal to porta		
Penalty	15% of 10 hr. rate in 1/2 hr increments for invaded hours.			
Meals	Intervals	No later than 6 hours, no earlier than 3 hours.		
	Lengths	1 hour - 1/2 hr. off clock if hot catered meal provided		
	Penalties	1st 1/2 hr or fraction - \$15.00		
		2nd 1/2 hr: \$17.50, 3rd 1/2 hr: \$20.00, 4th 1/2 hr: \$25.00 and 3X for each 1/2 hr. until a meal break		
		DP meal break may not be more than 1/2 hr. greater than AC		
	Second Meal	No later than 6 hours, no earlier than 3 hours.		
	Extensions	NA		
	Walking Meal	NA		
Production Zone	>25 mile radius from Columbus Circle.			
Location Rules	>Per Diem allowance and housing or housing allowance to be provided			
(*Also see NCPA Jurisdiction sheet)	>Air Transportation - Coach or better - Employee who lives within 60 miles of location, considered a "Local Hire".			
Work time/Travel Time Provisions	In Zone outside Manhattan - If transport provided fr. Col. Circle, travel time is off the clock. Non Overnight Location - Paid travel time computed to/from studio, production or L600 office. Overnight Locations: Time is Portal to Portal. 1X for unworked 6th, 7th or Holiday. Work on 6th day: 1.5X, After 12 hours: 2X. Work on 7th day: 2X all hours			
Cancellation of Call	Within 6 hours of previous day's call or 2:30pm if non-work day. Call Time by end of prior work day, can't be changed. Penalty - Work Day - 10 hrs pay			
Minimum Staffing	>Dir. Of Photography and 1st Assistant Cameraperson >Cameraperson and Assistant for each standard camera >AC not allowed to operate camera >Only one DP required for multi-camera filming same set >Still cameras must be operated by members of Local 600 >Process photography, backgrounds and plates require DP and 1st AC >CPA Art. XVII does not apply. Upgrades continue per past practice			
Payment of wages	Consistant with state and federal laws. Not less than semi-monthly. Penalties if union needs to litigate			
Hazardous Work	\$150 per flight or incident. Maximum \$300 per day.			
Jurisdiction	CT, DE, MD, MA, NY, NJ, PA, DC			
Pension Health & Welfare	As of Jan. 21, 2007: \$9.0416 per hr. plus 5% of Scale plus \$.75 per day			
Holidays	New Years Day	Martin Luther King Day	President's Day	Memorial Day
	Independence Day	Labor Day	Veterans Day	Thanksgiving Day
	Day after Thanksgiving	Christmas Day		
	Saturday holidays observed on Friday, Sunday holidays on Monday			
Union Security				
Scale Rates	Effective: 10/1/06	<u>Min Call</u>	<u>6th day p/h</u>	<u>7th Day p/h</u> 15% less for gov't work.
	Dir. Of Photography	1072.95	160.94	214.59
	Cam Oper or Still Photo	620.73	93.11	124.15
	1st AC	599.35	89.90	119.87
	2nd AC	536.98	80.55	107.40
Notes	>Guaranteed equipment check out day for AC, unless prod. co. owns or long term leases equipment >Member's work may not be subleased to another production company >Consultation, prep and supervision must be compensated at least scale rates >Union may require Performance Bond. >Excludes PSAs, spec commercials. Excludes low budget commercials with single day production of \$75K or less and aggregate cost of \$225K or less. Wage rates subject to individual negotiation. P&W normal >Smoke on Set: Prior notification reqd. Provide appropriate masks and vent for 10 min. every 60-90 min. >Gov't work: On loc. week or more, no pay for layover Sat or Sun. Meal & hotel allowances provided			
Phone Numbers	Local 600 NY: 212-647-7300		AICP LA: 323-960-4763, NY: 212-929-3000	

2/14/07 Copyright 2007 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein. Please direct questions to: Carl Zucker at Media Services: 212-366-9390

Work Rules - IATSE-AICP (National) Commercial Production Agreement

NE Corridor Rules and Conditions - Local 161

Unless indicated, same as CPA

Term of Contract	10/1/04 - 9/30/2007		
Contracted Day	10 consecutive hours		
Contracted Workweek	Any 5 days out of 7		
Calls	Day/Night	Anytime	Time Begins at Set Call Time. Start on hour or half hour
	Partial Day	No	Except travel day to/from overnight location - See below.
Overtime	1.5x	11-12th hours, 6th Day	
(Calc. on 10 hr. day rate)	2x	13-15th hour, 6th day after 10 hrs., 7th day, Holidays	
	2.5x	Over 15 work hours.	
	3x		
	Increments	1/2 hour increments	
Turnaround	Daily	10 hours Portal to portal.	
	Weekly	54 hours for 5 day week, 34 hours for 6 day week. Portal to portal	
Penalty	Turnaround rate in 1/2 hr increments for invaded hours. (Turnaround rate is 2X the 6th day hourly rate)		
Meals	Intervals	6 hr. intervals 1st meal no earlier than 3 hrs.	
	Lengths	1 hour - 1/2 hr. off clock if hot catered meal provided.	
	Penalties	1st 1/2 hr or fraction - \$15.00	
		2nd 1/2 hr: \$17.50, 3rd 1/2 hr: \$20.00, 4th 1/2 hr: \$25.00 and 3X for each 1/2 hr. until a meal break	
		Meal money in lieu of provided meal: Nearby Location: B: \$4.00, L: \$5.50, D: \$9.50	
	Extensions	NA	
	Walking Meal	NA	
Production Zone	>25 mile radius from Columbus Circle.		
Location Rules	>Per Diem allowance and housing or housing allowance to be provided		
	>Air Transportation - Coach or better -		
	>Employer must provide \$100,000 insurance when traveling by air		
Work time/Travel Time Provisions	In Zone outside Manhattan - If transport provided fr. Col. Circle, travel time is off the clock		
	Studios are included in the Studio Zone, not the location zone		
	Non Overnight Location - Paid travel time computed to/from studio, production office		
	Overnight Locations: 1X for unworked 6th, 7th or Holiday. (Gov't.work: No pay for idle 7th day)		
	Work on 6th day: 1.5X, Work on 7th day: 2X all hours.		
	>On overnight location pay 1 day travel unless travel & work in which case all hours are paid as worked		
	Meal money in lieu of provided meal: Overnight Location: B: \$4.50, L: \$7.50, D: \$9.50. In lieu of hotel \$16.00		
Cancellation of Call	Determine crew by 2:30pm of previous day. Call time provided by end of prior work day		
	Penalty - Work Day - 10 hrs pay		
Minimum Staffing	>One Scrip/Continuity Supervisor.		
	>Failure higher penalty: 2X the wages that should have been paid		
Payment of wages	Consistent with state and federal laws. Penalties if union needs to litigate		
Hazardous Work	\$100 per flight or incident. Employer must provide \$100,000 insurance/\$1000 per wk for total disability		
Jurisdiction	CT, DE, MD, MA, NY, NJ, PA, DC		
Pension Health & Welfare	DE, MD, MA, PA, DC: \$95 per day until 9/30/2007		
	CT, NY, NJ: As of Jan. 21, 2007: \$9.0416 per hr. plus 5% of Scale		
Holidays	New Years Day	Martin Luther King Day	President's Day
	Independence Day	Labor Day	Veterans Day
	Day after Thanksgiving	Christmas Day	Memorial Day
	Saturday holidays observed on Friday, Sunday holidays on Monday		
Union Security			
Scale Rates	10/1/06 - 9/30/07		
	10 Hour Day: \$551.03, 1.5X: \$82.65 p/h, 2X: \$110.21 p/h, 15Hr+ \$137.76 p/h, 3X Turnaround: \$165.31		
Notes	>Excludes PSAs, spec commercials. Excludes low budget commercials with single day production of \$75K or less and aggregate cost of \$225K or less. Wage rates subject to individual negotiation. P&W norma		
	>Employer to provide suitable attire for abnormally cold or wet work		
	>Smoke on Set: Prior notification required. Provide appropriate masks and vent for 10 minutes every 60-90 minutes		
	>Applies to Commercials ONLY. Other types of production must be negotiated		
Phone Numbers	Local 161 NY: 212-977-9655		AICP LA: 323-960-4763, NY: 212-929-3000

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Work Rules - IATSE-AICP (National) Commercial Production Agreement

NE Corridor Rules and Conditions - Local 798

Unless indicated, same as CPA

Term of Contract	10/1/04 - 9/30/2007		
Contracted Day	10 consecutive hours		
Contracted Workweek	Any 5 days out of 7		
Calls	Day/Night	Anytime	
	Partial Day	Notice by end of previous day	
Overtime	1.5x	11th & 12th hours, 6th day	
(Calc. on 10 hr. day rate)	2x	Over 12 hours, 7th day, 6th day after 10 hrs., Holidays	
	2.5x		
	3x		
	Increments	1/2 hour increments	
Turnaround	Daily	10 hours	
	Weekly		
Penalty	3X the employee's average hourly rate until 10 hour rest period attained		
Meals	Intervals	6 hr. intervals - 1st meal no earlier than 3 hrs.	
	Lengths	1 hour - 1/2 hr. off clock if hot catered meal provided.	
	Penalties	1st 1/2 hr or fraction - \$15.00	
		2nd 1/2 hr: \$17.50, 3rd 1/2 hr: \$20.00, 4th 1/2 hr: \$25.00 and 3X for each 1/2 hr. until a meal break	
	Extensions	NA	
	Walking Meal	NA	
Production Zone	>25 mile radius from Columbus Circle.		
Location Rules	>Per Diem allowance, amenities and first class housing or housing allowance to be provided >Air Transportation - Coach or better - >No obligation to travel L798 member to Distant location >Employer must provide \$100,000 insurance when traveling by air.		
Work time/Travel Time Provisions	In Zone outside Battery-125th St. - Transport to be provided fr. Col. Circle, travel time is off the clock. Overnight Locations: 1X for unworked 6th, 7th or Holiday. Work on 6th day: 1.5X, 2X after 12 hours, Work on 7th day: 2X all hours. OT in 1/2 hour intervals.		
Cancellation of Call			
Minimum Staffing	>One Hair-Makeup person to perform covered work >Failure to hire penalty: 2X the wages that should have been paid		
Payment of wages	Upon termination - Same day - OT can be paid the next day		
Hazardous Work	\$100 per flight or incident. Employer must provide \$100,000 insurance/\$1000 per wk for total disability		
Jurisdiction	CT, DE, MD, MA, NY, NJ, PA, DC		
Pension Health & Welfare	\$70.00 per day in Baltimore, MD and Washington, DC \$100.00 per day - All other areas		
Holidays	New Years Day	Martin Luther King Day	President's Day
	Independence Day	Labor Day	Veterans Day
	Day after Thanksgiving	Christmas Day	Memorial Day
	Saturday holidays observed on Friday, Sunday holidays on Monday		
Union Security	>May hire non-L798 members when requested by ad agency or client		
Scale Rates	10/1/05 - 9/30/06 10 Hour Day: \$467.52, 1.5X: 70.13p/h, 2X: \$93.50p/h, 3X Turnaround: \$140.26p/h		
Notes	>"Flat Deal" contracts may be negotiated with approval of the union >Penalty for using non-L798 member for covered work: 2X applicable wages plus costs >Minimum \$12.50 per day if member provides materials >Employer to provide suitable attire for abnormally cold or wet work Smoke on Set: Employer to give prior notification, provide masks and vent for 10 min. every 60-90 min >Excludes PSAs & spec commercials. Excludes low budget commercials with 1day production of \$75K or less and aggregate cost of \$225K or less. Wage rates subject to individual negotiation. P&W normal >Applies to Commercials ONLY.		
Phone Numbers	Local 798 NY: 212-627-0660		AICP LA: 323-960-4763, NY: 212-929-3000

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New York Office
30 West 22nd St., 5W
New York, NY 10010

212-366-9390
212-366-9398 Fax

Los Angeles: 310-440-9600

Italics = Union stated practice not in or contrary to contract. Blank boxes = Not covered in contract. There may be established practice.

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NY Union Commercials

Work Rules	Local: 52 - AICP Agmt. Studio Mechanics	161 - AICP Agmt. (NCPA) Script Supervisors	600/East - AICP NE Corridor Cinematographers	764 Theatrical Wardrobe	798 - AICP Agmt. - (NCPA) Makeup & Hair	817 Teamsters	829 Scenic Artists	
Term of Contract	Expired 11/30/06 - In Negotiation	10/1/04 - 9/30/2007	10/1/04 - 9/30/2007	Expd 5/30/98 Nego. Pending	10/1/04 - 9/30/2007	2007 Conditions & Rates	2/9/06 - 10/31/2008	
Contracted Day	10 hours	8 hours. Min Call 10 hours	10 hours	8 hours	8 hours. Min Call 10 hours	7 hours	8 hours	
Contracted Workweek	Any 5 days of 7/consecutive	Any 5 of 7 days	Any 5 of 7 days	M-F	Any 5 of 7 days	M-F	Any 5 days of 7/consecutive	
Calls	Day	Anytime	Anytime - On hour or half hour	6 - 10:30am DST 7 - 11:00am EST	Anytime	8:30am - (8am allowed)	Anytime - Photography day (See Notes, below for Non-Photo Day Rules)	
	Partial Day	No - Except Sun if no shoot. (5hr.)	No	6hrs for 8hrs pay-No meal *See Notes below	No	No	Sunday Only Scenic Artist on construction day - 4hrs @ 2X	
	Night	Anytime	Anytime	Anytime - On hour or half hour	4-8pm/3-6am 4hrs@2x** 12am-3am 6hrs@2x	Anytime	4:30pm -4:30am (5hrs) (Special Rate \$197.85)	
Calls given at:	----- End of day/can not be changed -----			By 4pm/Can't be changed			Layoff or change by 2:30PM of prior day.	
Overtime (Based on Contracted Day)	1.5x	11th & 12th hr./ 6th day up to 12 hrs.	11th & 12th hr./ 6th day (All OT Based on 8 Hour rate)	11th & 12th hr./ 6th day		11th & 12th hr./ 6th day (All OT Based on 8 Hour rate)	9th & 10th hours 6th day up to 12 hrs.	
	2x	After 12th hr/ 7th day/Holiday Sunday if no shoot. (5hr. Min) 6th day after 12 hrs.	13-15th hour/ 7th day/Holiday 6th day after 12 hrs.	13-15th hour/ 7th day/Holiday 6th day after 10hrs.	After 8hrs/After 4 or 6 for on special calls/Sat/Sun/Hol.	13-15th hour/ 7th day/Holiday 6th day after 10hrs.	Before 8:30am/After 4:30pm >OT on 5hr Call is 2x the 7hr. hourly rate.	
	2.5x		Over 15hrs in day (Excl. meals)	Over 15hrs in day (Excl. meals)			13th thru 15th hours	
	3x	18+hrs Consec w/union perm.		Over 18 hrs. w/union permission	Over 15hrs.	Turnaround	Over 15 hrs w/written union permission	
	Increments	1/2 hour	1/2 hour	1/4 hour	1/2 hour	1/2 hour	1 hour	1/2 hour
Notes	>Tracking of employees by dept. starts at preflight. Prior by individual >No emp. replaced to avoid OT. >Max. day 18hrs w/o union permission > Additional Notes on last page		>Start times for all members must be the same on shooting days. > Crew added on premium days for rest of crew get premium pay. >Work in excess of 18 hrs. must be authorized by union staff. * Single Production Agreement (when available) has some different work rules!	*Only where needed for short daylight days or other weather conditions. **Only on Loc. when talent or other only avail. for limited time. *** Meal period required at end or Meal Penalty as below.		>Calls later than 8:30am revert to 8:30am. >5hr Calls start when leave garage. >Driver - Dump day if shoot 3 days or more on loc. >5hr Call Rate is the premium for Sat, Sun or Night calls. OT is not compounded.	Wrap Day: Up to 4 hours 1X for Costume Designer/Stylist to personally return borrowed wardrobe No payments as Inde. Contractors Non-Photography Day Rules - Scenic Artists Only ↓ 8 hours between 7A and 8P 8PM-Midnight - Extra 10% p/hr. of Journey Scenic Artist scale if prem. rate not in effect. Midnight-7AM - Extra 20% p/hr. of Journey Scenic Artist scale if prem. rate not in effect. Minimum call is 8 hours Except Sunday - Minimum is 4 hours at 2X. Workweek - 7AM Monday to 8PM Saturday Sat. 8PM-Midnight at 1.5X, Sunday - All hours at 2X	
Turnaround	Daily	10 hrs.	10 hrs.	10 hrs.	10 hrs.	10 hrs.	No	10 hrs.
	Weekend (5)	54 hrs.	54 hrs.	54 hrs.		54 hrs.	No	
	Weekend (6)	34 hrs.	34 hrs. Computed Portal to Portal	34 hrs. Computed Portal to Portal		34 hrs.	No	
	Penalty If short	3x until 10 hr rest period is attained.	2X the 6th day hourly rate Computed in 1/2 hr. increments	15% of 10 hr. rate for each 1/2 hr. invaded.	3x until 10 hr rest period	3x until 10 hr rest period		2x for 1st 2 hrs encroached 3x for hours encroached beyond 1st 2

NOTE: AICP Agreements apply to AICP member companies who authorize AICP to negotiate on their behalf. All others may be offered different terms and conditions.

Rev: 2/14/07 Copyright 2007 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein.

Questions? Call Carl Zucker at Media Services: 212-366-9390. For current Acrobat.pdf file of entire MS Commercial Guide, e-mail: carl@Media-Services.com.

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NY Union Commercials Work Rules

Local:	52 - AICP Agmt. Studio Mechanics	161 - AICP Agmt. (N)CPA Script Supervisors	600/East - AICP NE Corridor Cinematographers	764 Theatrical Wardrobe	798 - AICP Agmt.- (N)CPA Makeup & Hair	817 Teamsters	829 Scenic Artists
Meals Intervals	3-6 hrs. fr. Call/ 3-6 hrs. aft.	3-6 hrs. fr. Call/ 3-6 hrs. aft.	3-6 hrs. fr. Call/ 3-6 hrs. aft.	3-6 hrs. fr. Call/ 3-6 hrs. aft. Lun. by 2pm/Din. by 7pm* <i>*In practice not mandatory</i>	3-6 hrs. fr. Call/ 3-6 hrs. aft.	Within 6hrs of call	1st meal: 4-6 hrs after call 2nd meal: within 6 hrs of previous
Lengths/Special	1 hr.	1 hr.	1 hr.	1 hr.		1 hr.	1 hr.
	----- Allow 1/2 hr off clock if hot catered-----				Allow 1/2 hr off clock if hot catered		Allow 1/2 hr off clock if hot catered
	Only 1 meal in 10 hr day		DP/Opr not more than 1/2hr longer than Asst. Camera				
Penalties 1st 1/2 hr. late:	\$15.00	\$15.00	\$15.00	1/2 hr @ 2x for each hour	\$15.00		\$15.00
	2nd 1/2 hr. late:	\$17.50	\$17.50	or fraction.	\$17.50		\$17.50
	3rd 1/2 hr. late:	\$20.00	\$20.00		\$20.00		\$20.00
	4th 1/2 hr. late:	\$20 ea. addl. w/1/2hr break opt.	\$25.00 - 1 hr of 3x thereafter	\$25.00 - 1 hr of 3x thereafter		\$25.00 - 3x thereafter	
Location Rules	General Rules - Apply to all		Lodging - 1st Class Air Trans. - Tourist/Coach (L.600 Coach or better)	Layovers - Non-worked days on location are paid at straight time. Studio Zone - No travel time - 125th St to the Battery and designated studios outside Manhattan.			
Nearby Location-							
From Columbus Circle	25 mi. <i>See last page</i>	25 miles	25 miles	125th St. to Battery	25 miles	50 miles	25 report to miles
Worktime Provisions	----- Within zone - Starts at location - Travel is off clock-----					Travel is work time.	Beyond 25 miles travel is work time.
Travel Time Provisions	----- Company must provide transportation if outside Mann. below 125th St. -----						Travelttime starts at edge of zone. Co. provides trans or reimburs.
Meal Money If meals not provided	B-\$6, L-\$10, D-\$14 B only if call is 7am or earlier.		<i>Not in contract- In practice follows SAG rates. B-\$9.30, L-\$13.95, D-\$25.65</i>	B-\$4.50, L-\$7.00, D-\$9.00		B-\$6, L-\$7, D-\$10 Driver's option to take meal or money.	If no hot meal provided: B-\$8.00, L-\$12.00, D-\$25.00
Distant Location	-----1x Day's pay for travel days -----			1x Day's pay for travel days 1x Day for unworked day	1x Day's pay for travel days 1x Day for unworked day		Travel @1x not to exceed 8 hours Trav/work: 1X for trav portion but all counted for OT Calc.
Meal Money If meals not provided	B-\$8, L-\$12, D-\$25	B-\$4.50, L-\$7.50, D-\$9.50	<i>*See above</i>	B-\$4.50, L-\$7.00, D-\$9.00		B-\$6, L-\$7, D-\$10 as above	B-\$8.00, L-\$12.00, D-\$25.00
Amenities Laundry/Phone, etc.		Producer pays	Producer pays	Receipts reimbursed	Producer pays		
Non over night distant locations	----- Travel time paid from studio or producer's office. -----						
Other		Air travel ins. - 100K		Travel ins. - 100K	Travel ins. - 100K		
Cancellation of Call	Before 6hr after start of prior day	By 2:30pm preceding day Penalty - Work Day - 10 hrs pay	Within 6hrs of previous day's call. By 2:30pm non-wk day. Pen:1 day pay	By 1:00pm preceding day			By 2:30pm preceding day
Minimum Staffing	>Keys needed to do job >Snd Mixer & Recordist if sound recorded. >To move 4K or larger lite requires more than 1 Elec. >Moving crane as camera platform requires 3 Grips > L52 Gen Oper. Req. 5KW+ > Additional Notes on last page.	One Script/Continuity Supervisor Failure to hire penalty: 2X wages that should have been paid.	>DP and AC. Operator optional. >Guaranteed 1AC Check Out day unless production owns equip. >AC can not operate camera. >One crew for each camera. >Only 1 DP needed if multi-camera of same set. >Still Cameraperson if stills shot >DP & 1AC req. for Plates, etc.	As needed. No one else to perform their work. When actors provide 3 or less changes of own clothes, not needed. Violation = 2x day	One Hair-Makeup person to perform covered work. Failure to hire penalty: 2X wages that should have been paid.	>Drivers for all vehicles carrying prod. equipment. >Helper need if box over 18ft. except floor load only, or when on distant location. >Generator truck driver can function as helper on another truck.	No minimum staffing, but all covered work to be performed by union members. First Scenic Artist hired at Chargeman rate and supervises. Penalty for hiring non-union is 1.5X pay that would have been due. No penalty if union can not provide qualified personnel, but P&W must be paid. Non-L829 IATSE members may be hired w/o penalty Can hire Scenic Artists without an Art Director/ Designer if that function is not performed. Asst Art Dir/CostumeDesigners are covered if needed to perform a creative function. Art Dept Coordinator covered if needed & hired.

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Rev: 2/14/07 Copyright 2007 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein.

Questions? Call Carl Zucker at Media Services: 212-366-9390. For current Acrobat.pdf file of entire MS Commercial Guide, e-mail: carl@Media-Services.com.



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NY Union Commercials

Work Rules	Local:	52 - AICP Agmt. Studio Mechanics	161 - AICP Agmt. (N)CPA Script Supervisors	600/East - AICP NE Corridor Cinematographers	764 Theatrical Wardrobe	798 - AICP Agmt.- (N)CPA Makeup & Hair	817 Teamsters	829 Scenic Artists
Payment of wages		Cash at end of week or day. (In practice, by check by end of week following work.)	Consistant w/state & Fed. Law Penalties if union litigates	Consistant w/state & Fed. Law Penalties if union litigates	By end of week If terminated, days pay/ same day. OT next day.	If terminated, days pay/ same day. OT next day.		
Hazardous Work		\$250K Life/Dismemberment & \$500 weekly for disability	\$100K Life/Dismemberment & \$1000 weekly for disability			\$100K Life/Dismemberment & weekly disability pymt.		
Insurance		Aerial/Diving etc.\$40/incid. Daily max. \$80	Aerial/Diving etc.\$100/incid.	Aerial/Diving etc.\$150/incid. Daily max. \$300		Aerial/Diving etc.\$100/incid.		
Payments								
Notes			Prod. provides apparel for cold or wet work.			Prod. provides apparel for cold or wet work.		
Smoke	Prior notification	----- 10 min. air change each 60-90 minutes etc. -----				Air each 60-90 minutes etc.		
Jurisdiction		> Additional Notes on last page	NE Corridor: CT, DE, MD, MA, NJ, NY, PA, DC - these rules. RI, VA, WV, NC, SC, GA, FL Per Nat. Comm. Agmt	NE Corridor - CT, DE, MD, MA, NJ, NY, PA & DC Other areas covered in (Nat.) Comm. Prod. Agreement	50 Miles of Columbus Circle and all of Long Island.	NE Corridor: CT, DE, MD, MA, NJ, NY, PA, DC - these rules. RI, VA, WV, NC, SC, GA, FL Per Nat. Comm. Agmt	NY Metro (100 miles)	NY, NJ, CT PA and DE See "Hiring Rules" in Other below
Pension Health & Welfare		> See Notes on P&W page	IAP 5% On Scale for all hours wkcd or guar. Plus \$9.0416 per hour worked. See Nat. Comm. Prod Agmt	IAP 5% On Scale for all hours wkcd or guar. + \$.75 p/d. Plus\$9.0416 per hour worked. See Nat. Comm. Prod Agmt	14% + \$3 per day	\$100 per day - All areas except: \$70 per day in Baltimore, MD and Washington, DC See Nat. Comm. Prod Agmt	30% of gross wages (17% - Welfare) (11% - Pension) (2% -Scholarship)	\$100 per day working in or hired in NY Zone Per (N)CPA hired and working outside NY Zone
Holidays		New Years Day, Pres. Day, Easter Sunday, Mem. Day July 4th, Labor Day, Col. Day, Vet's Day, Thanksgiving Day & day after, Christmas Day	New Years Day, MLKing Bday, Pres. Day, Memorial Day, July 4th, Labor Day, Vet's Day, Thanksgiving Day & day after, Christmas Day *Observed Fri. for Sat. and Mon for Sun.	New Years Day, ML King Bday, Pres. Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day & day after, Christmas Day. *Observed Fri. for Sat. and Mon for Sun.	New Years Day, Lincoln's Bday, Pres. Day, Memorial Day, July 4th, Labor Day, Columbus Day, Vet's Day, Thanksgiving Day, Christmas Day	New Years Day, MLKing Bday, Pres. Day, Memorial Day, July 4th, Labor Day, Vet's Day, Thanksgiving Day & day after, Christmas Day. *Observed Fri. for Sat. and Mon for Sun.	New Years Day, Lincoln's Bday, Pres. Day, Memorial Day, July 4th, Labor Day, Columbus Day, Vet's Day, Election Day, Thanksgiving Day, Christmas Day	New Years Day, MLKing Bday, Pres. Day, Memorial Day, July 4th, Labor Day, Vet's Day, Thanksgiving Day & day after, Christmas Day *Observed Fri. for Sat. and Mon for Sun.
Other		>Videotaped commercial jurisdiction - See contract No Strike clause	>Commercials only. Producers to notify before other types of non-theatrical projects to negotiate.	>Special rates and rules for government work. > No subleasing of services. >Compensation for prep & consult. >Quarterly reporting of wages and payments to individuals for rental photographic equipment. Union may req. Perfomance Bond	>Min. Kit Rental/\$25 per day	>Min. \$12.50 if materials are provided >For work out of jurisdiction, "Flat Deals" can be negotiated w/Union approval >Hire non-union = 2x day damages		Hiring Rules: "Zone" is 50 miles from Col. Circle & all of Nassau & Suffolk Cos. This contract applies: Working in "zone" or hired in "zone" & working in Jurisdiction. (N)CPA applies if hired outside the "Zone". Producer may outsource client and specialized artwork Multi-sets/stages for same job with one shooting and other prepping may require Standby Scenic Artist and Assistant Art Director to cover shooting set. Employer must supply materials, tools & brushes Lockers or clean safe place for clothing to be provided in Studios

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Work Rules	Local: 52 - AICP Agmt. Studio Mechanics	161 - AICP Agmt. (N)CPA Script Supervisors	600/East - AICP NE Corridor Cinematographers	764 Theatrical Wardrobe	798 - AICP Agmt.- (N)CPA Makeup & Hair	817 Teamsters	829 Scenic Artists
Low Budget/Spec/PSA Internet Exclusions		(Nat.) Comm. Prod. Agreement. Rules apply	(Nat.) Comm. Prod. Agreement. Rules apply		(Nat.) Comm. Prod. Agreement. Rules apply		PSAs: Rates and OT may be negotiated P&W remains the same Spec Comm: Same, but full comp if sold.
Categories Covered	Props Electricians Grips Sound Video Tape Technician Generator Operator Shop Crafts	Script Supervisors	Director of Photography Camera Operator 1st Camera Assist. 2nd Camera Assist. Still Photographer	Wardrobe Supervisor Wardrobe Assistant	Make-Up Artists Hair Stylists	Drivers Helpers	Art Director/Scenic Designer Costume Designer/Stylist Chargeman Scenic Artist Journeyman Scenic Artist Asst. Art Director Asst. Costume Designer/Stylist Art Dept Coordinator <i>Note: Stylist is not a Wardrobe Supervisor.</i>
Current Scale Rates - Effective	Expired 11/30/06 - In Negotiation	10/1/04 - 9/30/2007	10/1/04 - 9/30/2007	Expd 5/30/98 Nego. Pending	10/1/04 - 9/30/2007	2007 Conditions & Rates	2/9/06 -10/31/2008
Contracted day	10 hours	8 hours. Min Call 10 hours	10 hours	8 hours	8 hours. Min Call 10 hours	7 hours	8 hours
	12/1/05-11/30/06 Dept. Heads - 490.87 Snd Monitor/VTR - 525.62 2nd/Foremen - 468.19 3rd/Operators - 453.12 Non-AICP higher	As of 10/1/06 50.09 per hour 551.03 Min Call See (Nat.) Comm. Prod. Agmt. For more detail	As of 10/1/06 DP - 1072.95 Oper. - 620.73 1st AC -599.35 2nd AC - 536.98 Still Photog. - 620.73 15% less for Gov't Work See (Nat.) Comm. Prod. Agmt. For more detail	Supervisor - 271.84 Assist - 242.29	As of 10/1/06 42.50 per hour 467.52 Min Call See (Nat.) Comm. Prod. Agmt. For more detail	Lead Driver: 7hr Call - 255.49 5hr Call - 296.42 OT 2x - 73.00 Driver: 7hr Call - 232.37 5hr Call - 270.98 OT 2x - 66.37 Helper: 7hr Call - 221.33 5hr Call - 258.11 OT 2x - 63.23	Art Director: \$745.92 Costume Designer/Stylist \$577.60 Chargeman SA: \$533.04 Journeyman SA: \$435.76 Asst. Art Director: Negotiable Asst. CD/Stylist: Negotiable Art Dept Coordinator: Negotiable Increase 3% - 2/9/06 Increase 3.5% - 2/9/07
Union Local Phone #	212-399-0980	212-647-7300	212-647-7300	212-221-1717	212-627-0660	516-365-3470	212-581-0300

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Work Rules	Local: 52 - AICP Agmt. Studio Mechanics					
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Additional Notes						
Jurisdiction	New York State, New Jersey, Connecticut, Delaware, and Pennsylvania with exception of 50 mile radius from center of Pittsburgh.					
Zones	<p>New York City - NY rates & Conditions apply: Five boroughs, all of Long Island and 75 miles in all directions from Columbus Circle. Report to Zone: 25 miles from Columbus Circle.</p> <p>Philadelphia - 30 miles in all directions from center of city. - "report to" within the zone.</p> <p>Employees hired within NY or Phila Zones work under respective zone wages, conditions and benefits wherever employed. Employees working within New York Zone work under NY zone wages, conditions and benefits regardless of where they live or were hired. Outside Zones, but within jurisdiction of Local 52 (National) Comm. Prod. Agmt. rules and conditions apply except for Pension & Welfare rates and with following additions which apply throughout the jurisdiction: > No subcontracting of any bargaining unit work. > Application of Confidentiality Clause</p>					
Work Rules	<p>Employer may notify employee OR Dept. Head of layoff or termination.</p> <p>Additional employees added to crew after regular daily or weekly call have time calculated on their own call, not primary crew call. 6 & 7th days - All hours at indicated rates except if over 18 hrs</p>					
P&W Rules	<p>NYC Zone: MPIPH Rates: Individual Account Plan (IAP) 5% Paid on (Scale) Rate for all hours worked or guaranteed. Plus \$9.0416 per hour. worked. (Range: \$110-\$179 per day)</p> <p>Phila Zone: \$70 per day for employees "employed in or hired in"</p> <p>Outside NYC and Phila, but within Local 52 Jurisdiction: \$55 per day for employees "hired and employed in"</p>					
Examples	<p>NY Co./Phila Shoot = \$70 "employed in or hired in"</p> <p>NY Co./Atlantic City Shoot = MPIPH Rates if brought from NY, \$55 if hired locally "hired and employed"</p> <p>NY Co./NY Shoot = MPIPH Rates "employed in"</p> <p>Phila Co./Phila Shoot = \$70 "employed in or hired in"</p> <p>Phila Co./Atlantic City Shoot = \$70 if brought from Phila., \$55 if hired locally "hired and employed"</p> <p>Phila Co./NY Shoot = MPIPH Rates "employed in"</p> <p>AC Co./Phila Shoot = \$70 "employed in or hired in"</p> <p>AC Co./Atlantic City Shoot = \$55 "hired and employed"</p> <p>AC Co./NY Shoot = MPIPH Rates "employed in"</p>					
Union Local Phone #	212-399-0980					

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IATSE Local 476 - Chicago - Commercials - Work Rules

Term of Contract	Expired 1/31/07- In Negotiation This applies ONLY to local companies who have signed this agreement.
Contracted Day	Any 10 consecutive hours ALL OTHERS WORK UNDER THE (NATIONAL) COMMERCIAL PRODUCTION AGMT.
Contracted Workweek	Any 5 consecutive days out of any 7 consecutive days
Calls	Day/Night Partial Day Anytime No
Overtime	1.5x 2x Increments Notes
	11-14hr., 6th day After 14hrs., After 10 hours on 6th day, All hours 7th day & Holidays 1/4 hour increments >No replacement of workers allowed in order to avoid overtime. >Local 476 employees must work same hours as visiting crews. >Staggered call times are permitted within departments.
Turnaround	Daily Penalty
	10 hours 2x until 10 hours provided
Meals	Intervals Lengths Penalties
	6 hr. intervals 1 hour 1/2hr. allowed and deductible if fed. -- No more than 1hr. off clock in a work day. 1st 1/2 hr or fraction - \$10.00 2nd 1/2 hr or fraction - \$12.50 3rd 1/2 hr or fraction and each additional - \$15.00 4th 1/2 hr or fraction and each additional - \$20.00
	Meal Allowances Total per day \$46.00 - (B - \$9.00, L - \$13.00, D - \$24.00)
Studio Zone	>Within a 30 mile zone from intersection of State and Madison Streets in Chicago, IL.
Location Rules	>All necessary travel, living, laundry and incidental expenses to and from job to be provided. Lodging/Single Occ. >Taxi Fare: Will be paid going or returning on overnight trips, reporting to studio or airport. >May have members report to one location and be bussed to others. Parking and security must be provided. >Air Transportation - On scheduled commercial airlines. If 2 hours or more; First Class >Layovers - Non-worked Sat. and Sun. on location are paid at straight time.
Worktime/Travel Time Provisions	>All travel time in station wagons or autos is work time. >Non worked travel days leaving before 6pm = 10hrs @ 1x. Leaving after 6pm = 4hrs @ 1x or actual hrs, if greater. >Non worked 6th or 7th day paid at 1x for 10 hrs.
Cancellation of Call	By 2:30pm of prior day On work day, if not notified of termination by 2:30pm, deemed to be working next day.
Minimum Staffing	None mentioned.
Payment of wages	No special provisions.
Hazardous Work	>Employees may refuse hazardous work. >Smoke on closed sets: Producer must supply proper breathing equipment. >Hazardous Work Pay: \$60.00 per day when working in dangerous situation. Not to exceed \$180 per day for specific situations. (See contract) >Producer to provide suitable apparel for unusually cold or wet work. >Producer must provide \$250,000 disability or death insurance if situation would exclude member from standard policies.
Jurisdiction	
Pension Health & Welfare	H&W: \$4.50 per hr. - Pen. \$1.50 per hr. - All hours worked. Annuity: \$11.00 per day
Holidays	New Years Day Easter Sunday (If worked) Labor Day Christmas Day President's Day Memorial Day Thanksgiving Day Holiday observed on Fri. if falls on Sat. On Mon. for Sun. Good Friday Independence Day Day after Thanksgiving
Scale Rates	Gaffer/Key Grip \$ 362.10 10hr Rates Best Boy (Elec.or Grip) \$ 342.80 Gen. Operator \$ 332.70 Set Decorator \$ 362.10 Prop Master \$ 342.80 Carpenter (Head) \$ 342.80 Painter \$ 342.80 Stylist \$ 342.80 Script \$ 378.20 Sound Mixer \$ 458.50 Sound Boom \$ 357.80 Sound Playback \$ 332.70 Video Engineer \$ 458.50 Video Assist \$ 357.80 Teleprompter \$ 332.70 Hair & Make-up \$ 427.70 Spec. Effects (Head) \$ 342.80 All Others \$ 316.00 Other covered jobs Paperhangers Para-Medic Craft Service >Script: when working multi camera shoot, paid extra \$40.00 per day >Increases in years two and three of contact based on published Chicago rate of inflation. Maximum 6% >Higher Classification - Work in higher classification requires higher rate for day.
Phone Numbers	IATSE: 773-775-5300 J. Paul Oddo-Business Mgr. AICP: Mark Egmon:847-920-9968/Mark Androw: 312-642-3173

Rev: 2/12/04 Copyright 2004 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein. Please direct questions to: Carl Zucker at Media Services: 212-366-9390

IATSE Local 16 Bay Area (San Francisco) Television Commercial Agreement - Work Rules

Term of Contract	8/5/05- 7/31/07	Promulgated Agreement - NOT Negotiated by AICP	
Contracted Day	8 hours	See note on next page.	
Contracted Workweek	Any 5 consecutive days of 7 with 2 days off		
Calls	Day/Night Partial Day	Anytime No	
Overtime	1.5x 2x 3x 4x Increments	9-12hr., 6th day After 12hrs., 7th day, Holidays 6th day after 12 hours worked 7th day and Holidays after 12 hours worked 1/4 hour increments	
Turnaround	Daily	10 hours Overnight Locations - 9 hrs All portal to portal	
Penalty	1st Occurrence on job. If rest is at least 8 hrs. If rest is at least 6 hrs. If rest is less than 6 hrs.	1x for invaded hours Premium rate for invaded hours Premium rate for day until 10 hour rest period is provided	
Subsequent occurrences	If less than 9 hours: Premium rate until 9 hour rest period has been provided		
Meals	Intervals Lengths Penalties Second Meal Extensions Walking Meal	6 hr. intervals 1st meal no earlier than 3 hrs. except for early call crew provided w/ND Breakfast 1/2 - 1 hour 1st 3/4 hr or fraction - \$12.50 2nd 3/4 hr and each additional - \$15.00 May be deducted if it is outside minimum call and 6 hrs after preceding meal period 1st may be extended 15 min. to complete set up 2nd may be extended 30 min. to complete set-up or wrap Any second meal, excluding NDB, may be a non-deductible walking meal, provided crew is dismissed within 1 hr from time meal was due.	
Studio Zone Location Rules	>Within a circular 30 mile zone from Market St. BART Station in San Francisco. >Mileage - \$0.30 per mile from perimeter of "zone" to reporting place and return. >Travel outside zone paid at regular hourly rate and accrues toward rest period. >Per Diem allowance and housing or housing allowance to be provided. >Air Transportation - Domestic: Not less than Coach Class. International: Not less than Business Class. > Meal Allowance on overnight locations: \$40.00 (\$8.00 Breakfast, \$12.00 Lunch, \$20.00 Dinner)		
Worktime/Travel Time Provisions			
Cancellation of Call	By 2:30pm of prior non work day	By end of prior work day	
	Penalty - Work Day - 8hrs pay Travel/wrap Day - 4 hrs pay		
Minimum Staffing	>No Minimum Staffing - "...staffing practices ... consistent with general past practice in television production industry." "...practical interchangeability within production crafts." >Covers "... classifications traditionally covered by IATSE..." Excludes office clerical, PA's or guards >Commercial Stylists are not covered by the agreement. Costume Designers and Costumers are.		
Payment of wages	No special provisions, but CA law requires payment on same schedule as staff. Penalties are high.		
Hazardous Work	>Smoke on Closed Set requires producer to provide proper breathing equipment >Cranes, lifts and booms etc. will be used under guidelines of AMPTP Safety Bulletin #22 >Extra payments for hazardous work paid per Hollywood Local 44, 600 and 728 agreements >Producer to provide suitable clothing for abnormally cold or wet work		
Jurisdiction	San Francisco Bay Area (San Francisco, San Mateo, Marin, Napa, Mendocino, Alameda Contra Costa, Sonoma & Solano Counties)		
Pension Health & Welfare	>Health & Welfare: 13% of Gross Wages including Vacation Pay >Pension: 6% of Gross wages including Vacation Pay		7/31/06: Increase to 7%
Holidays	Follow Screen Actors Guild Commercials Contract New Years Day Martin Luther King Day President's Day Independence Day Memorial Day Labor Day Thanksgiving Day Christmas Day Sunday holidays are observed on Monday		
Scale Rates	See next page.		
Vacation Pay	"Commercial Employees receiving scale shall receive an additional 8% vacation pay."		
Notes	>Excludes public service announcements, spec commercials and low budget commercials whose aggregate shooting schedule is two days or more and aggregate production costs do not exceed \$100k >On low budget commercials, wage rates subject to individual negotiation. P&W normal >Local 16 may appoint a Job Steward for each production >Scope of Agreement - Where Employer has no effective control portions of pre and post production not covered. Employers not prevented from subcontracting for services consistent with industry practice >Higher Classification - Any work in higher classification requires higher rate for day		
Phone Numbers	IATSE Loca1 16: 415-441-6400		

Rev: 11/23/05 Copyright 2005 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein. Please direct questions to: Carl Zucker at Media Services: 212-366-9390

Wage Rates - IATSE Local 16 Bay Area (San Francisco) TV Commercial Agreement

		8/1/05 to 7/31/06	8/1/06 to 7/31/07
First Technician in Each Department			
(includes 1st Unit, 2nd Unit and Pre-Rig)			
Electric, Property, Grip, Set Decorator, Costumer Special Effects (Head)	per hour no less than	35.57	36.63
Dolly Grip, Best Boy, Department Asst., Onset Dresser, Draper, Special Lighting Tech	per hour no less than	33.07	34.07
Extra Help			
Electricians, Property Personnel, Craft Service, Grips, Cable, Utility Sound mixer	per hour no less than	30.61	31.53
Boom	per hour no less than	51.32	52.86
Video Asst. (Head)	per hour no less than	35.57	36.63
Video Asst. (Extra)	per hour no less than	35.57	36.63
Special Effects Coordinator	per hour no less than	30.61	31.53
Script*	per hour no less than	** STN	** STN
First Aid	per hour no less than	33.07	34.07
Studio Teacher	per hour no less than	27.68	28.51
Key Costumer/Design Asst./Shop Foreman	per hour no less than	37.12	38.23
Asst. Costumer/Wardrobe	per hour no less than	28.87	29.74
Hair	per hour no less than	28.25	29.10
Makeup	per hour no less than	37.01	38.12
Head Scenic Artist	per hour no less than	37.01	38.12
Scenic Artist/Painter	per hour no less than	35.28	36.34
Construction Coordinator	per hour no less than	32.40	33.38
Prop Maker Foreman	per hour no less than	36.71	37.81
Prop Maker Gang Boss	per hour no less than	34.13	35.16
Prop Maker	per hour no less than	32.40	33.38
Laborer	per hour no less than	31.52	32.46
Greensman	per hour no less than	26.08	26.86
Art Director	per week no less than	33.07	34.07
Asst. Art Director/Set Designer	per hour no less than	2779.75	2863.15
Draftsman	per hour no less than	30.61	31.53
		27.02	27.83

*When script personnel are working multiple cameras, they shall be compensated an additional stipend per day subject to negotiation.
** Subject to Negotiation

Any category not covered by this agreement which falls under the jurisdiction of the I.A.T.S.E. will be negotiated by the Employer and Local 16. The Hollywood Basic Agreement between the I.A.T.S.E. and the A.M.P.T.P. will be used as the standard.

Note: "Commercial Employees receiving scale shall receive an additional 8% vacation pay."

This agreement is a promulgated agreement which has not been negotiated with the AICP or any other Producer's representative group. As such what you are offered may differ substantially for the information noted here. Since this is promulgated contract, you are free to negotiate any aspect of it with the union(s).

Rev: 11/19/05 Copyright 2005 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation

Work Rules - Local 399 Teamsters - AICP & Independent - Commercials - Los Angeles

Term of Contract	8/1/2005 - 7/31/2010	<i>Independent requirements noted.</i>	
Contracted Day	8 consecutive hours		
Contracted Workweek	Any 5 or 6 consecutive days of 7		
Calls	Day/Night	Not mentioned	
	Partial Day	No Except Travel days - Min. 4 hours/Max. 8 hours @ 1x	
Overtime	1.5x	9-12hr., 6th day	
	2x	After 12hrs., 7th day, Holidays	
	3x	6th day after 12 hours worked	
	4x	7th day after 12 hours worked	
	Increments	1/4 hour increments Overtime premiums not compounded.	
Turnaround	Daily	9 hours Overnight Locations - 8 hrs.	
Penalty	If rest is at least 8 hrs.	1x for invaded hours	
	If rest is at least 6 hrs.	Premium rate for invaded hours	
	If rest is less than 6 hrs.	Premium rate for day until 9 hour rest period is provided.	
Meals	Intervals	6 hr. intervals 1st meal no earlier than 3 hrs. except for early call crew provided w/ND Breakfast.	
	Lengths	1/2 - 1 hour	
	Penalties	1st 3/4 hr or fraction - \$8.00	
		2nd 3/4 hr and each additional - \$12.00	
	Second Meal		
	Extensions	1st may be extended 15 min. to complete set up 2nd may be extended 30 min. to complete set-up or wrap.	
	Walking Meal	Any second meal, excluding NDB, may be a non-deductible walking meal, provided crew is dismissed within 1 hr from time meal was due.	
Studio Zone	>Within a circular 30 mile zone from intersection of Beverly Blvd. and La Cienega Blvd. in Los Angeles		
Location Rules	>Per Diem allowance and housing or housing allowance to be provided.		
	>Air Transportation - Domestic: Coach or better, International: Business Class		
	>Local Hires: Fair consideration shall be given to those referred by affiliated local unions.		
	> Not required to transport teamster drivers to distant locations to drive motorhomes/housecars		
Worktime/Travel Time Provisions	Travel Days - Min. 4 hours, Max. 8 hrs. Straight Time -		
Cancellation of Call	By 3pm of prior non work day or end of prior work day - Penalty: Wk Day: 8hrs pay; Trav/Wrap Day: 4hrs pay		
Minimum Staffing	>If there is covered equipment, One Gang Boss for each production hired from Group 1 or 2 of Industry Experience Roster. Gang Boss may not be a Driver/Grip or Driver/Electrician or drive any Exempt Equipment (Such as Production Vans, Motorhomes, Chapman Cranes Camera Cars, etc.-See App. B)		
	>No Gang Boss needed if four or less production vehicles. (Teamster or Non Teamster) (See list Art. 5)		
	>Gang Boss may not work on more than one production at a time.		
	>Gang Boss: 1. Must call/clear members within 2 hours of call or hire; 2. Must supervise parking of all vehicles; 3. Must travel on every job w/covered vehicle taken from LA; 4. May be released after 10hrs on STAGE day when no work to perform.		
	>Operators of regulated vehicles requiring Class A or B comml license are subject to agrmt.		
	>Preference of Employment (Roster) does not apply to drivers of Motorhomes, Exempt Vehicles and hyphenate drivers.		
	>One driver to be assigned to each piece of covered equipment, will help with load, unload and fueling.		
	>On Shoot Day only Teamster must shuttle cast and crew (not agency) to and from parking lot and set.		
	>15 passenger vans driven by Teamsters only on shoot days.		
Payment of wages	>No special provisions, but CA law requires payment on same schedule as staff. Penalties are high.		
Hazardous Work	No special provisions		
Jurisdiction	California, Arizona, Hawaii and Nevada		
Pension Health & Welfare	> \$3.8975 p/hr plus 5% of scale to MPIP Travel and Idle days on location: 8 hours P&W contribution.		
Holidays	<u>Follow Screen Actors Guild Commercials Contract</u>		Sunday holidays are observed on Monday.
	New Years Day	Martin Luther King Day	President's Day Memorial Day
	Independence Day	Labor Day	Thanksgiving Day Christmas Day
Scale Rates	<u>Classification:</u>	<u>Per Hour</u>	As of 8/1/06
	Gang Boss:	34.16	Camera Car Driver 34.16
	Driver - Class A Vehicle	29.62	Prod. Van Driver/Opr 34.88
	Driver - Class B Vehicle	27.42 (Incl Motorhomes)	Chapman Crane Opr 34.16

	Driver - Class C Vehicle 25.10 Animal Wranglers, Trainers & Handlers - Signing Sideletter is optional for AICP Members Part of Independent Agreement Wrangler 28.80 Driver/Wrangler 29.62 Wrangler (Pick Up) 31.79 Wrangler (Braider) 35.48 Trainer (Sable) 40.08	Hyphenate Driver - Vehicle rate + \$3.00 per hr. Wild Animal Trainer 40.08 Wild Animal Handler 34.71 Dog Trainer 34.71 Dog Handler 28.80
Covered Vehicles	Non-Exempt Vehicles - Subject to Seniority Grouping 10 Ton Trucks Driveable Generators (Class B) 200 Amps bolted to truck Fuel Trucks Vehicles towing three axled trailers, generator, trailers w/three or more Passenger Vans rooms or any trailer exceeding 10,000 lbs >Five-Ton enclosed trucks are covered on Shoot and Wrap days only. (Does not include Cube and Super Cube trucks traditionally driven by Production Assistants. > Stake bed trucks not requiring A or B Lic. are covered by Independent agreement Specialized Equipment - Exempt from Seniority Grouping Only Production Vans - (400 Amp Gen Min.) Camera Cars Chapman Cranes Catering Trucks Car Carriers (4 vehicles or more) Water Trucks Highway Buses (38+ Pass. Incl. Driver) Hydro-cranes (5 Ton or more) Honeywagons Motorhomes/Housecars Mobile Kitchens - Driver/Cooks (Class A), but NOT assistants 5 Ton trucks w/covered box not requiring a Class A or B license	
Notes	>Producers must be direct signatory to full agreement. >Location Scouts and Managers - Paid under separate agreement. >Higher Classification - 2 or more hours work in higher classification requires higher rate for day. >Non rostered drivers may be hired when designated by advertiser or agency due to special conditions. >Where Employer has no effective control portions of pre and post production, they not covered. >Employers not prevented from subcontracting for services consistent with industry practice. >No use of non-covered equipment to deliberately avoid terms of agreement. >See Agreement for new No-Hire, Hyphenate and Safety Passport provisions. >AICP Members are not required to sign the Wrangler Sideletter. Terms are same as this agreement. >Excludes public service announcements, spec commercials and low budget commercials whose aggregate shooting schedule is two days or more. Single day not more than \$75K and. total costs do not exceed \$225K >On low budget commercials, wage rates subject to individual negotiation. P&W normal.	
Phone Numbers	Local 399: 818-985-7374	LA AICP:323-960-4763

Rev: 2/14/07 Copyright 2007 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein. Please direct questions to: Carl Zucker at Media Services: 212-366-9390

Work Rules - Local 399 Teamsters - AICP - LOCATION SCOUTS/MANAGERS Commercials - Los Angeles

Term of Contract	8/1/2005 - 7/31/2010	<i>Only available to AICP member companies.</i>				
Contracted Day	12 hours "On Call" consecutive hours					
Contracted Workweek	Not addressed, but state law requires premium pay for 6th and 7th days.					
Calls	Day/Night	Not mentioned				
	Partial Day	No				
Overtime	1.5x	1.5X for 7th day of same project				
	2x	NA - Are considered Exempt under Wage & Hour Law.				
	3x	NA				
	4x	NA				
	Increments	Not covered				
Turnaround	Daily	9 hours required.				
Penalty	If rest is less then 9 hrs.	1.5X for invaded hours				
Meals	Intervals	CA law : Not more than six hours.				
	Lengths	CA Law: 1/2 to 1 hour				
	Penalties	Not covered				
	Second Meal	Not covered				
	Extensions	Not covered				
	Walking Meal	Not covered				
Studio Zone	Not covered					
Location Rules	Not covered					
Worktime/Travel Time Provisions	Not covered					
Cancellation of Call	Not covered					
Minimum Staffing	Any Location Scouts or Location Managers needed.					
Payment of wages	CA law requires payment on same schedule as staff. Penalties are high.					
Hazardous Work	No special provisions					
Jurisdiction	Los Angeles County and when transported outside LA County. Not required to transport out of LA.					
Pension Health & Welfare	> \$3.8975 p/hr plus 5% of scale to MPIP - Paid on Daily Minimum Rate for 12 Hours 8 hrs benefit for travel or idle days on overnight locations					
Holidays	2X for work on recognized SAG Agreement holidays					
Scale Rates	Daily Rates	Eff. 8/1/2005	Eff. 8/1/2006	Eff. 8/1/2007	Eff. 8/1/2008	Eff. 8/1/2009
	Loc. Scout/Manager:	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64
Notes	>Industry Roster: All employees must be listed on Roster unless less than 16 are available on 1st day of job >Effective August 1, 2008: Location Mgr. MUST be employed on any non-self contained location. Self Contained Locations include: studio Lots, warehouses, stages, filming ranches and any private property with off-street parking sufficient that no equipment is parked on public property. >Min. Kit rental \$50 per day. Mileage at IRS allowable rates. >Excludes public service announcements, spec commercials. Also excludes low budget commercials whose aggregate shooting schedule is two days or more and single day cost does not exceed \$75K nor aggregate production costs do not exceed \$225K. >On low budget commercials, wage rates subject to individual negotiation. P&W normal.					
Phone Numbers	Local 399: 818-985-7374			LA AICP: 213-960-4763		

Rev:2/13/07 Copyright 2007 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein. Please direct questions to: Carl Zucker at Media Services: 212-366-9390

Work Rules - Local 399 - Independent - LOCATION SCOUTS/MANAGERS Commercials - Los Angeles

Term of Contract	8/1/2005 - 7/31/2010					
Contracted Day	12 hours "On Call" consecutive hours					
Contracted Workweek	Any 7 consecutive days commencing with the first day.					
Calls	Day/Night	Not mentioned				
	Partial Day	No				
Overtime	1.5x	Over 12 hours or 6th day (12.5% of 12 hour rate)=(1.5X based on 12 hour rate)				
	2x	7th Day - Are considered Exempt under Wage & Hour Law.				
	3x	NA				
	4x	NA				
	Increments	"...major portion" of hour				
Turnaround	Daily	9 hours required.				
Penalty	If rest is less than 9 hrs.	1.5X for invaded hours				
Meals	<u>Intervals</u>	CA law : Not more than six hours.				
	<u>Lengths</u>	CA Law: 1/2 to 1 hour				
	<u>Penalties</u>	Not covered				
	<u>Second Meal</u>	Not covered				
	<u>Extensions</u>	Not covered				
	<u>Walking Meal</u>	Not covered				
Studio Zone	30 mile zone from Beverly Blvd. and La Cienega Blvd.					
Location Rules	Per Diem and housing or allowance to be provided.					
	Air travel Coach class. Other travel at best class available.					
Worktime/Travel Time Provisions	Travel days are at minimum rate.					
Cancellation of Call	Not covered					
Minimum Staffing	Any Location Scouts or Location Managers needed. >Location Manager MUST be employed on any non-self contained location. Self Contained Locations include: studio Lots, warehouses, stages, filming ranches and any private property with off-street parking sufficient that no equipment is parked on public property.					
Payment of wages	CA law requires payment on same schedule as staff. Penalties are high.					
Hazardous Work	No special provisions					
Jurisdiction	Arizona, California, Colorado, Hawaii, Nevada, New Mexico, Oregon, Utah and Washington					
Pension Health & Welfare	> \$3.8975 p/hr plus 5% of scale to MPIP - Paid on Daily Minimum Rate for 12 Hours 8 hrs benefit for travel or idle days on overnight locations					
Holidays	2X for work on recognized SAG Agreement holidays					
Scale Rates	Daily Rates	Eff. 8/1/2005	Eff. 8/1/2006	Eff. 8/1/2007	Eff. 8/1/2008	Eff. 8/1/2009
	Loc. Scout/Manager:	\$592.25	\$610.02	\$628.32	\$647.17	\$666.58
	Assistant Loc.Manager:	\$283.25	\$291.75	\$300.50	\$309.51	\$318.80
Notes	>Definition of Work: Includes Locating sites, Contacting property owners, Negotiating property rentals, Obtaining permission & permits, Maintaining conditions of rental agmt., Liasion with film councils & driving others if does not interfere with their duties. >Industry Roster: For LA work or hired in LA to work anywhere else. All employees must be listed on Roster unless less than 16 are available on 1st day of job or are requested by advertiser or agency due to special abilities or training. L399 to be notified. >Min. Kit rental \$50 per day. Mileage at IRS allowable rates. Reimbursement of other expenses. >Excludes public service announcements, spec commercials. Also excludes low budget commercials whose aggregate shooting schedule is two days or more and single day cost does not exceed \$75K nor aggregate production costs do not exceed \$225K. >On low budget commercials, wage rates subject to individual negotiation. P&W normal.					
Phone Numbers	Local 399: 818-985-7374					

Rev:2/14/07 Copyright 2005 Media Services. This summary chart is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any agreement should be made after review of the applicable agreement and, where appropriate, your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein. Please direct questions to: Carl Zucker at Media Services: 212-366-9390

Work Rules - IATSE - MVPA Music Video Production Agreement

Term of Contract	12/1/05 - 11/30/2009		
Contracted Day	8 consecutive hours		
Contracted Workweek	Any 5 or 6 consecutive days of 7		
Calls	Day/Night	Anytime	
	Partial Day	Time Begins at Set Call Time	
		No	
		Except Travel days - Actual hours up to 4 hours @ 1x - No benefits	
		No minimum call for "wrap only" crew.	
Overtime	1.5x	9-12hr., 6th day	
	2x	7th day, Holidays, After 12hrs.if over \$500K budget. After 14 elapsed hours if under \$500K budget.	
	Increments		
Turnaround	Daily	10 hours Overnight Locations - 8 hrs calculated portal to portal.	
Penalty	If rest is short	Base or OT rate when released plus 1X for invaded hours.	
Meals	Intervals	6 hr. intervals 1st meal no earlier than 3 hrs. except for early call crew provided w/ND Breakfast.	
	Lengths	1/2 - 1 hour	
	Penalties	1st 3/4 hr or fraction - \$8.00	
		2nd 3/4 hr and each additional - \$12.00	
	Second Meal	May be deducted if it is outside minimum call and 6 hrs after preceding meal period.	
	Extensions	1st may be extended 15 min. to complete set up 2nd may be extended 30 min. to complete set-up or wrap.	
	Walking Meal	Non-Deductible Breakfast may be provided crew called in early. Then first meal due with regular crew. Second meal may be a non deductible walking meal so long as there is opp. to eat and within 3 hrs of Wrap.	
Production Zone	>Within a circular 45 mile zone from intersection of City Hall for designated production centers*		
Location Rules	See: Wage Rates - IATSE - MVPA Music Video Production Agreement		
Work time/Travel Time Provisions	Travel Days -pay for up to 4 hours. NO benefits paid.		
Cancellation of Cal	By 3pm of prior non work day	By end of prior work day	By 6PM if called for weather
	Penalty - Work Day - 8 hrs pay	Travel Day - 4 hrs pay	Wrap Only - No penalty
Minimum Staffing	>No Minimum Staffing - "...staffing practices ... consistent with general past practice in music video production industry." "...practical interchangeability within production crafts." >Covers "... classifications traditionally covered by IATSE..." Excludes office clerical, PA's or guards. >Star requested Hair, Make-up or Wardrobe are exempt from agmt., but may become members.		
Payment of wages	Consistent with state laws		
Hazardous Work	No special provisions		
Jurisdiction	Throughout US, Puerto Rico and US Virgin Islands.		
Pension Health & Welfare	Under \$55,000 Budget - No benefit payments due Over \$55,000 Budget For work in LA Co. or hired in LA Co. to work elsewhere: Current MPIPH rates H&W:\$3.8975 per hour for all hours worked or guaranteed plus IAP: 5% of scale straight time rate. For Camera or Post Production hired outside LA Co.: \$9.0416 per hr.+ \$0.75 p/d + 5% of Scale For Las Vegas projects: Pension 8% of gross, health: \$25.00 per day. For New York*, SF Bay Area, Detroit, Illinois, & Wash. DC. \$55,001 - \$300K budget: \$48 per day (12/1/06: \$51 per day) (12/1/07: \$54 per day) (12/1/08: \$57 per day) \$300,001 - \$500K budget: \$68 per day (12/1/06: \$71 per day) (12/1/07: \$74 per day) (12/1/08: \$77 per day) Over \$500,001 budget: \$78 per day (12/1/06: \$81 per day) (12/1/07: \$84 per day) (12/1/08: \$87 per day) * NY Except L52 & L161 same as Camera and Post Production - above. For all other areas: \$47 per day (12/1/06: \$50 per day) (12/1/07: \$53 per day) (12/1/08: \$56 per day)		
Holidays	Memorial Day	Independence Day	Day after Thanksgiving
	Labor Day	Thanksgiving Day	Christmas Day
Union Security	>Existing employees covered by agreement will become members of IATSE after 30 days employment >Preference of employment: First consideration to those referred by local unions.		
Scale Rates	See: Wage Rates - IATSE - MVPA Music Video Production Agreement		
Notes	>Producers must be direct signatory to full agreement. No letters of adherence. >Covers production of Music Videos only. >Must notify union of each production in writing. Penalty:As of 12/1/06 Advance one budget tier. Penalty effective with 4th violation in 18 months. >IATSE or crew may appoint a Job Steward for each production. IATSE may have reasonable access to set. >Must provide a crew list within five days of request. >After 30 days work in two years employees can be put on Industry Experience Roster. >Scope of Agreement - Where employer has no effective control of portions of pre and post production work covered or assigned, then employer shall not be liable under agreement. Employer not prevented from sub-contracting when does not have facilities or equipment or employees skilled in required work. >Intent is to conform w/music video industry practices and not diminish work opportunities for union members >Recognize jurisdiction over music videos made by traditional means for any medium including Internet. >Internet music videos by non-traditional means to be negotiated, all but wages & work rules apply.		
Phone Numbers	MVPA - 213-387-1590		IATSE: NY 212-730-1770, LA 818-905-8999

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Wage Rates - IATSE - MVPA Music Video Production Agreement

<u>WAGE RATE RULES</u>		<u>IATSE-AICP 2004 Commercial Production Agreement Wage Rates*</u>			
<u>Budget</u>		<u>Classification</u>	<u>10/1/2006</u>	<u>(8 hours)</u>	
\$0 - \$55K - Agreement not applicable		Dir. of Photography	Hourly 87.13	697.02	
\$55,001 - \$300K - As negotiated.		Camera Operator	Hourly 53.33	426.67	
\$300,001 - \$500K - \$20.28 per hour (+3% 12/1/07, 08)		1st Camera Asst.	Hourly 38.58	308.67	
Over \$500K - Per LA AICP/IATSE Rates >>>>>>>>		2nd Camera Asst.	Hourly 35.44	283.54	
		Camera Loader/Utility	Hourly 30.32	242.59	
		Sound Mixer	Hourly 59.51	476.11	
		Boom Operator	Hourly 40.17	321.36	
		Sound Utility	Hourly 40.17	321.36	
		VTR/Video Playback	Hourly 40.17	321.36	
		Key Grip	Hourly 37.35	298.78	
		2nd Grip	Hourly 33.45	267.64	
		Dolly Grip	Hourly 34.64	277.11	
		Grip	Hourly 31.92	255.36	
		Entry Level Grip	Hourly 27.94	223.55	
		Lighting Gaffer	Hourly 37.35	298.78	
		2nd Electrician	Hourly 33.45	267.64	
		Dimmer Operator	Hourly 32.66	261.29	
		Electrician	Hourly 31.92	255.36	
		Entry Level Electrician	Hourly 27.94	223.55	
		Property Master	Hourly 37.35	298.78	
		2nd Prop	Hourly 32.66	261.29	
		3rd Prop	Hourly 30.60	244.81	
		Costume Designer	Weekly on Call 2105.88	Daily on Call	505.31
		Key Costumer	Hourly 34.79	278.35	
		2nd Costumer	Hourly 33.03	264.26	
		3rd Costumer	Hourly 30.26	242.09	
		Entry Level Costumer	Hourly 24.09	192.73	
		Key Make Up Artist	Hourly 42.51	340.06	
		2nd Make Up Artist	Hourly 36.18	289.47	
		3rd Make Up Artist	Hourly 32.80	262.36	
		Key Hair Stylist	Hourly 42.17	337.35	
		2nd Hair Stylist	Hourly 36.99	295.90	
		3rd Hair Stylist	Hourly 31.53	252.23	
		Script Supervisor	Hourly 31.19	249.51	
		First Aid	Hourly 29.14	233.11	
		Craft Service	Hourly 27.07	216.55	
		Art Director	Weekly on Call 2971.67		
		Asst. Art Director	Weekly on Call 2224.01		
		Set Decorator	Weekly on Call 2269.51	Daily on Call	537.58
		Lead Set Dresser	Hourly 32.66	261.28	
		Set Dresser	Hourly 30.60	244.77	
		Construction Coord.	Weekly on Call 2208.06	Daily on Call	507.16
		Propmaker Foreperson	Hourly 37.51	300.10	
		Propmaker	Hourly 32.66	261.29	
		Paint Foreperson	Daily on Call 440.03		
		Painter	Hourly 32.66	261.29	
		Lead Scenic Artist	Hourly 48.41	387.28	
		Scenic Artist	Hourly 43.78	350.20	
		Special EFX Foreperson	Hourly 37.51	261.29	
		Lead Effects	Hourly 34.64	387.28	
		Effects	Hourly 32.66	350.20	
		Studio Teacher/Welfare	Hourly 40.56	324.49	
		Marine Coords, boat handlers & operators if not covered by another union. Wages "As Negotiated"			
		<u>If Employed:</u> (Daily rate = 1/5 of 5 day rate)			
		Prod. Accountant	5 Day "On Call"	2221.80	
		Prod. Office Coordinator	5 Day "On Call"	1333.75	
		Asst. Prod. Accountant	5 Day "On Call"	1259.64	
		Asst. Prod. Office Coord.	5 Day "On Call"	790.41	
		Art Dept. Coordinator	5 Day "On Call"	790.41	
<u>PRODUCTION ZONES</u>					
Alaska	Anchorage				
Arizona	Phoenix, Tucson				
California	Sacramento, San Diego				
Colorado	Denver				
Florida	Miami (incl. Palm Beach, Dade & Broward counties), Orlando (incl. Winterhaven & Lakeland), Tampa (St. Petersburg & Clearwater)				
Georgia	Atlanta				
Hawaii	Honolulu				
Louisiana	New Orleans				
Maryland	Baltimore				
Mass.	Boston				
Michigan	Detroit				
Minnesota	Minneapolis & St. Paul				
Missouri	St. Louis				
Nevada	Las Vegas				
New Mexico	Albuquerque & Santa Fe				
N. Carolina	Charlotte & Willimington				
Ohio	Cleveland				
Oregon	Portland				
Penn.	Philadelphia & Pittsburgh				
Pureto Rico	San Juan				
Tenn.	Nashville				
Texas	Austin, Dallas, Ft. Worth, Houston & San Antonio				
Utah	Salt Lake City				
Virginia	Richmond & Washington DC				
Washington	Seattle				
<u>LOCATION RULES</u>					
In Production Zones:					
> Report to locations within zone unless access difficulties, the transportation provided.					
> Local Hire if employee lives within 45 miles of location.					
For Nearby Location, outside Production Zone:					
> Mileage - Curr. IRS Rate (\$0.485) per mile from perimeter of "zone" to reporting place and return.					
> Travel outside zone paid as allowance at 1X rate not to exceed 1hr per day and is not included in rest period.					
Overnight Locations:					
> Work time from set call to set dismissal.					
> Transport to be provided.					
> Rest periods calculated Portal to Portal.					
> Housing or housing allowance to be provided on overnight locations.					

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Work Rules - Local 399 Teamsters - MVPA - Music Videos - Los Angeles

Term of Contract	1/1/2006 - 12/31/2007
Contracted Day	8 consecutive hours
Contracted Workweek	Any 5 or 6 consecutive days of 7
Calls Day/Night Partial Day	Not mentioned Travel Days - Actual hours up to 4 hours at Straight Time - 4 hours benefits paid. Wrap Only - No minimum call Drop offs & pick ups of covered vehicles: Minimum call 4 hours Split shift replacements - Minimum call 4 hours No minimum call for location managers and scouts <i>Prior shift min. 8 hours</i>
Overtime 1.5x 2x Increments	9-12hr., 6th day After 12hrs., 7th day, Holidays
Turnaround Daily	9 hours Overnight Locations - 8 hrs.
Penalty If rest is at least 8 hrs. If rest is at least 6 hrs. If rest is less than 6 hrs.	1x for invaded hours Premium rate for invaded hours Premium rate for day until 9 hour rest period is provided.
Meals Intervals Lengths Penalties Second Meal Extensions Walking Meal	6 hr. intervals 1st meal no earlier than 3 hrs. except for early call crew provided w/ND Breakfast. 1/2 - 1 hour 1st hour or fraction - \$8.00 2nd 3/4 hr and each additional - \$12.00 1st may be extended 15 min. to complete set up 2nd may be extended 30 min. to complete set-up or wrap. Any second meal, excluding NDB, may be a non-deductible walking meal
Studio Zone	>Within a circular 45 mile zone from intersection of Beverly Blvd. and La Cienega Blvd. in Los Angeles > Mileage paid from perimeter of zone at IRS rate (Currenty \$0.485 per mile)
Overnight Location Rules	>Per Diem allowance and housing or housing allowance to be provided. >Transportation provided or mileage paid to/from overnight locations >Worktime set call to set dismissal with transportation to/from daily locations >Rest periods calculated portal to portal. >Local Hire if live within 45 miles of production location - No housing, per diem or mileage need be paid.
Worktime/Travel Time Provisions	Travel Days - Actual hours up to 4 hours at Straight Time - 4 hours benefits paid. Transport of production vehicles to location at applicable minimum calls.
Cancellation of Call	By 3pm of prior non work day or end of prior work day By 6pm if for inclement weather Penalty: Wk Day: 8hrs pay; Drop off/pick up/split shift Day: 4hrs pay, Travel days per travel day rules
Operations/Staffing	For budgets with "Production Budgets" (exclude Post-Production & Talent costs): > Under \$50,000 - Agreement does not apply > Over \$50,000 - No min staffing requirements, but covered equipment and functions must be staffed if used. <u>Covered equipment/functions:</u> All vehicles requiring Class A or B License 15 or more Passenger Vans Drivable Generators Motorhomes Prod. Trailers Water Trucks Catering Trucks Hydracranes (5 ton or more) Specialty Vehicles Production Vans (400 Amp Gen min.) 10 Ton Trucks Chapman Cranes Camera Cars Fuel Trucks Car Carriers (4 vehicles or more) Honeywagons Highway Buses (38+ Pass. Incl. Driver) Location Scouts and Managers > Staffing consistant w/industry practice. Employees may work in more than one category in a day, but must be paid at higher category for entire day. > Over \$300,000 - Location Mgr must be hired for non self-contained locations. "Self-Contained" locations include: Studio Lots, Warehouses, Stages, Filming Ranches and other locations with off street parking. > Over \$300,000 - Shuttling of Crew on shoot days only is covered work. Does not apply to agency, talent, or label and does not preclude use of PAs to make runs to and from set. > Over \$300,000 - Minimum one Transportation Captain - Can not be a Driver/Grip or Driver/Electrician etc., or be required to operate specialized equipment, or work simultaneously on two or more productions. <u>Exception</u> if there are four or fewer Production Vehicles driven by company employees. Production Vehicles are: All vehicles requiring Class A or B License, 15 or more passenger vans, motorhomes, houscars, catering trucks, camera cars, cube trucks and subcontracted vehicles.

Operations/Staffing <i>Continued</i>	> General >Preference of Employment (Roster) does not apply to drivers of "Special Equipment" such as Chapman cranes, camera cars specialty picture vehicles, prod. Vans and hyphenate drivers. >Preference of Employment (Roster) waived for one driver specifically requested by artist or label. >Motorhomes covered if originating or operating in Hawaii, LA , Orange or Ventura Counties, or San Francisco, SanDiego or Las Vegas studio zones. > Outside above zones teamster to be employed to drive motorhomes/housecars in following counties, if available for local hire: Alameda, Contra Costa, Kern, Marin, Monterey, Napa, Riverside San Bernardino, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solono, Washoe (Nevada) and Yolo > Not required to transport drivers to distant location to drive motorhomes/housecars. > Drivable Generators (200 AMP+ bolted to truck) driven at Class B rate. > 1 Driver/Cook of each drivable mobile kitchen covered at Class A rate. Assistants not covered. > Vehicles towing trailers originally manufactured with three axles are covered.																																																													
Payment of wages	>No special provisions, but CA law requires payment on same schedule as staff. Penalties are high.																																																													
Hazardous Work	No special provisions																																																													
Jurisdiction	California, Hawaii and Nevada																																																													
Pension Health & Welfare	> \$3.8975/hr plus 5% of scale to MPIP Idle Days: 4 hours of contributions > Location Managers/Scouts P&W based on:: Partial week = 12 hours per day Five day week = 60 hours Six day week = 67 hours Seven day week = 75 hours >For production budgets less than \$500,000 calc rate for IAP is \$15 per hour. >With permission of L399 - Local hires may have P&W go to local trust funds at these rates or less.																																																													
Holidays	New Years Day	Memorial Day	Thanksgiving Day and day after																																																											
	Independence Day	Labor Day	Christmas Day																																																											
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Phone Numbers	Local 399: 818-985-7374		MVPA: 213-387-1590																																																											

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Your Payroll & Software
Solution!

New York: 212-366-9390
Los Angeles: 310-440-9600

Director's Guild of America - DGA Commercial Work Rules

Term of Contract	11/1/05-10/31/09	<i>(New or changed provisions)</i>
Contracted Day	12 consecutive hours	
Contracted Workweek	Any 5 consecutive days of 7	
Calls	Day	Anytime 1st & 2nd AD Calls must begin at earliest of cast or crew calls.
	Partial Day	No
Overtime	13th & 14th hour	1/8 of Day Rate for each hour invaded
(Based on	Over 14 hours	1/6 of Day Rate for each hour invaded
Contracted	6th day	150% of Day Rate
Day)	7th day & holidays	200% of Day Rate* * Also 6th Day on Distant Location if work is performed.
Notes	Over 15 hrs.	1 days pay for each 5 hr period - 5 hr periods computed starting at the 13th hr. Work on 5th day which extends into the 6th day before completion of 12 hrs is paid at 2X 1st AD can not be dismissed prior to crew. 2nd AD may not be dismissed until AD duties are completed. Over 18 Hrs. - Producer must offer 1st class hotel or car service to employee's home or hotel.
	Increments	Whole hours
Turnaround	Daily	8 hours
Penalty	If short	1 days pay for each 5hr period until 8hr rest period.
Meals	Intervals Lengths/Special Penalties	Reasonable time provided - Meal time is work time If no dinner provided by 7:30pm and day started 9:00am or earlier - \$30.00
Location Rules	Lodging - 1st Class Air Transportation - Coach, but 1st or Business Class if over 5 hrs. - Always same class as Director. Layovers - Non-worked days on location are paid at straight time. Members shall not be required to drive transportation vehicles. Producer must provide minimum \$100K travel insurance for travel to or from location. Proof must be provided.	
Work time/Travel Time Provisions	Travel time is work time. Travel to distant loc. on 6th, 7th or holidays is 1x time, if no work performed. Except Report to studios: East - Within 5 Boroughs of NYC ---- West - LA County	
Cancellation Fee	One days pay if Agency cancels or postpones less than 48 hrs prior to call and AD makes best effort to replace work. - Other rules involved - See contract. Does not apply to work reduced by accelerated schedule or after prod. has started. No P&W on Fee. Cancellation or termination of job being worked on by 2 PM or owe for the next day.	
Minimum Staffing	Director 1st AD: Whenever a Director is employed, including screen tests. 2nd AD: Not less than one shooting day of each commercial When need to control background or crowds When 12 or more persons are photographed. All location shoot days when shoot is 4 days or more and when cast and crew is 10 or more. Incl. Dir. & 1st Ad When Director sent out of U.S., 1st AD must be sent, unless destination country refuses work permit or production subsidy would be lost. (See special AICP Provisions below) <i>UPM shall be hired if UPM duties are being performed, but there is no min. staffing.</i> <i>Southern CA and Third Area qualification lists to be established in addition to current NY list.</i> If DGA 2nd AD member works as Location Scout, must be treated as DGA member. Does not apply in LA County or where other unions have jurisdiction.	
<i>See AICP Provisions below</i>		
Payment of wages	Per state and federal timely payment requirements	
Hazardous Work	Insurance	\$500K death and/or dismemberment. \$500 per week total disability coverage.
	Pay	\$150 per incident - Max \$300 per day
Jurisdiction	U.S. Based companies: Wherever they work.	
Pension Health & Welfare	14.25% (Pension 5.5%, H&W 8.5%, Training Prog. 0.25%) (2.5% Pension Plan deducted from Employee) Vacation Pay - 4% of wages - Not subject to P&W Unworked Holiday Pay - 3.292% of wages - Subject to P&W For Principals (Dir., UPM and AD) P&W cap after \$250,000 per year per person.	
Holidays	New Years Day Martin Luther King Birthday President's Day Thanksgiving Day Memorial Day Independence Day Labor Day Christmas Day Holidays which fall on Sunday are observed on Monday. Saturday holidays observed on Friday.	
	<i>Continued</i>	

Other	<ul style="list-style-type: none"> > Staffing violations subject to triple damages > 1st AD may not be dismissed prior to his/her crew. > Commercial Project Listing Form must be submitted prior to 1st day of production, incl. foreign productions > Minimum 1st AD Prep: 1 day for 1-2 day shoot, 2 days for 3+ day shoot or two or more significantly different or distant locations. > Special provisions for Spec. Spots, Internet and Public Service Announcements. - See Contract. > Excludes low budget commercials with single day production of \$75K or less and aggregate cost of \$225K or less. Wage rates subject to individual negotiation. P&W based on scale rates. > Signatory Producers may not subcontract to non-signatory producers. > Signatory Producers may be contracted by non-signatory producers, but must notify DGA within 10 days or project will be considered signatory. > DGA will consider requests for signatory employers to provide production services to non-signatory foreign prod. co's producing commercials for non-US/Canada markets. 1st & 2nd ADs must be hired. > Signators are bound to Basic Agmt. and other DGA agreements including production of scripted and reality TV shows, feature films, documentaries, industrials and internet projects. Does not cover music videos. 																					
Scale Rates	<p>Daily as of 11/1/06 (Weekly 4X Daily) <u>Increase on anniversary</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Director</td> <td style="width: 25%;">\$1,072.00</td> <td style="width: 25%;">5%</td> </tr> <tr> <td>Unit Production Manager</td> <td>\$675.00</td> <td>No increases</td> </tr> <tr> <td>1st Assistant Director</td> <td>\$773.00</td> <td>3%</td> </tr> <tr> <td>2nd Assistant Director</td> <td>\$422.00</td> <td>3%</td> </tr> <tr> <td>2nd 2nd Assistant Director</td> <td>\$317.00</td> <td>Always 75% of 2nd AD rate</td> </tr> <tr> <td>Traniee - 2nd year</td> <td>\$139.00</td> <td>3%</td> </tr> <tr> <td>Traniee - 1st year</td> <td>\$124.00</td> <td>3%</td> </tr> </table>	Director	\$1,072.00	5%	Unit Production Manager	\$675.00	No increases	1st Assistant Director	\$773.00	3%	2nd Assistant Director	\$422.00	3%	2nd 2nd Assistant Director	\$317.00	Always 75% of 2nd AD rate	Traniee - 2nd year	\$139.00	3%	Traniee - 1st year	\$124.00	3%
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<u>AICP Special Work Rules</u>	<p>No 1st AD needed unless crew is more than 6 and cast no more than 1. (Dir. not incl.)</p> <p>No 1st AD prep day needed if shoot is less than 5 hours. If goes over 5 hrs - 1 AD owed for prep day</p> <p>No 1st on prep day for 1 day shoot if: Limbo product shots w/no talent or Minor reshoots or Stop Motion photography or Pick-up shots</p> <p>No 2nd AD needed for "table top" production, if not required by needs of the production.</p> <p>UPM shall be hired if UPM duties being handled substantially by one employee, but there is no min. staffing.</p> <p>No need to travel US 1st AD to foreign countries outside No. America if shoot is 3 or fewer shoot days and is awarded less than 10 bus. days prior to first Shoot day. Local 1st AD to be given preference of employment</p> <p>Projects in Canada and Mexico require sending of US 1st AD unless destination country refuses work permit or production subsidy would be lost.</p> <p>Special provisions apply AICP to companies located in the Midwest. Contact DGA for info.</p> <p>DGA members employed as Location Scouts within 75 miles of Chicago paid as DGA 2nd Ads.</p>																					
<u>AICP Pension Health & Welfare</u>	<p><u>Presumed Salaries for P&W Calculation</u></p> <p>Principal (Owner) Director: \$150,000 per calendar year (or actual earnings if elected by 2/20 each year).</p> <p>Principal (Owner) or Staff UPM or 1st AD: \$120,000 per calendar year.</p> <p>Staff 2nd AD: \$70,000 per calendar year.</p> <p>Other Directors: \$7000 per shoot day.</p> <p>Other UPMs or Ads: Actual gross earnings including profits etc.</p>																					
<u>AICP Director - Deferred Membership</u>	<p>Directors may defer membership not later than 10 shoot days or one year from Director's first shoot day.</p> <p>Applies to director regardless of number of companies worked for.</p> <p>Producers must notify Guild. All other provisions, including P&W apply.</p>																					
DGA Office Phone Numbers	Los Angeles: 310-289-2000, New York: 212-581-0370, Chicago: 312-644-5050																					

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Directors Guild of America
Main Office:

7920 Sunset Blvd.
Los Angeles, CA 90046
310-289-2000 / FAX 310-289-2029

DGA COMMERCIAL PROJECT LISTING FORM

This signed form must be submitted *prior to the first day of shooting, via fax and U.S. Mail*, to the DGA office nearest the location of the work being performed.

<p>DGA West Coast Office Attn: Reports/Compliance 7920 Sunset Boulevard, Suite 500 Los Angeles, CA 90046 PH: (310) 289-2000 FAX: (310) 289-5393</p>	<p>DGA Midwestern Office Attn: Reports/Compliance 400 N. Michigan Avenue Chicago, IL 60611 PH: (312) 644-5050 FAX: (312) 644-5776</p>	<p>DGA East Coast Office Attn: Reports/Compliance 110 W. 57th Street New York, NY 10019 PH: (212) 581-0370 FAX: (212) 581-0219</p>
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COMPANY INFORMATION

Company Name: _____
 Address: _____
 City/State/Zipcode: _____
 Contact Name & Phone: _____

DGA CATEGORY INFORMATION

DGA Category	Name (print legibly – first, middle & last)	Prep Dates	Shoot Dates
Director		X X X X X	
1 st AD			
2 nd AD			
Other (Specify)			
Other (Specify)			

PROJECT INFORMATION

Product Name: _____
 Commercial Title: _____
 Is this a Spec Spot? _____ Is this a Public Service Announcement? _____
 City/State where work is to be performed: _____
 Shooting Dates on Stage: _____ Shooting Dates On Location: _____
 # Principal Actors, per day (date/#): _____ / _____ / _____
 # Extra Performers, per day (date/#): _____ / _____ / _____

Signed By:

Name/Title of Authorized Company Representative (Please Print): _____

Signature: _____

Date: _____ 35

Screen Actors Guild - Contracts

Introduction

The Screen Actors Guild (SAG) represents talent working in filmed Commercials, Industrial and Educational Films, Feature and TV Films and Interactive/Computer Programs. The American Federation of Television and Radio Artists (AFTRA) represents talent working in broadcast or recorded Commercials, Entertainment Programming, Industrial and Educational and News Programs as well as Recordings. Most union talent are members of both unions. There are some variations between the two unions' corresponding contracts but they share the TV Commercial Agreement. A new three year Commercial Contract was entered into on 10/30/2003. It was extended to 10/29/08.

Signatory Issues

The TV Commercial Agreement requires that the "Producer" be a direct signatory to the agreement. In practice this means that the advertising agency or the client are the Signatory. A key reason for this requirement is that this agreement requires residual payments for extended use of the commercial. SAG needs to have a direct relationship with whatever entity will be responsible for those payments. The payroll service cannot become signatory to this agreement.

If neither the advertising agency nor the client is a signatory to the agreement and wants to utilize SAG actors, the only alternatives are to become signatory to the agreement or find a signatory producer who would be willing to take on the responsibilities. Media Services can refer you to such signatory producers.

The only circumstance in which SAG allows a producer to sign a one-time agreement is in the case of foreign production companies producing a commercial to be broadcast in foreign markets only.

The Industrial/Educational Agreement covers non-broadcast sales and educational films such as training or point-of-purchase productions. Media Services can refer you to signatory producers if you do not wish to become a direct signatory.

Detailed advice on any questions related to the SAG or AFTRA contracts can be obtained by calling our Talent Department at: (310) 440-9639, 7am - 6pm PST.

Further details on all SAG agreements can be found at their website:

www.sag.org/contracts.html



**TELEVISION COMMERCIALS AGREEMENT – SUMMARY
AFTRA & SAG**

ISSUE ADDRESSED	APPLICABLE TERMS FOR AFTRA & SAG October 30, 2003-October 29, 2006 - Extended to 10/29/08																																																																																													
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Auditions - Length/Overtime [These payments are <i>salary</i> and subject to H&R/P&H payments.]	Principals: 1 st & 2 nd auditions 1 hr Free additional ½ units @ \$35.45 ea. 3 rd auditions 2 hrs \$141.80 additional ½ units @ \$35.45 ea. 4 th or additional auditions 4 hr \$283.55 thereafter, ½ units @ 35.45 ea. Extras: 1 st audition 1hour Free additional 1hr units @ 1/8 units 2 nd audition 1 st hour @ 1/8 units additional 2 hr units @ ¼ units Hand Model: All auditions 2 hour minimum @ ¼ scale Additional 2 hr units @ ¼ units
Auditions - Special Provisions	Videotaping: Allowed, with actor given cue cards or prompter. Can only be used to determine actor's suitability for role. Memorization fee: If required to memorize lines given to learn outside the studio, pay ½ session fee. Improvisation fee: If required to improvise (actually "write" the script or storyboard), pay \$224.75.
Body Makeup	An extra who has body makeup applied to more than 50% of their body an additional compensation as follows: Body makeup/oil \$31.40 Hair goods \$31.40 Skull Cap \$31.40
Cable use	Flat rate for unlimited use per 13 week cycle: <i>Made for Cable</i> – Talent must be notified at the time of hire and noted on talent contract. <i>Local Cable</i> - Under a million subscribers. <i>Network</i> - Over a million subscribers.
Cancellation	Principals: Once definitely engaged, can't be cancelled without payment of full session fee. Extras: May cancel for illness in principal cast, force majeure or govern-mental order. Paid ½ session fee, unless notified before 4PM on the previous workday or provided with work on different project on date cancelled.
Consecutive Employment	Not applicable except on overnight location. On location, performer paid from first day to last day and for all days worked or on hold in between. Not applicable to stunts or extras.
Creative / Ad Lib Session	When performer is requested to devise action not provided by the script, storyboard, or specific direction. 1 st hour of audition \$224.75 additional ½ hr units \$112.38 additional 50% @ session scale+50%
Crowd Scenes	40 registered extras required.
Definitely Engaged	Script delivered to learn (not just for audition); fitted for wardrobe; verbal call accepted by performer; put on "hold"; told not to accept a competitive product.
Dealer use	Flat rate for 26 week cycles for buys made by dealer or distributor of product. One holding fee cycle which falls within the 26 week dealer cycle is covered. Dealer A - made and paid by the manufacturer or distributor of the product. Dealer B – made and paid by the national manufacturer or distributor of the Product.
Downgrade	If principal performer's face does not appear in final cut of the spot. Performer shall be notified no later that 15 days after the first use of the commercial and shall be paid an additional session fee. If performer does not receive notice nor payment then they are entitled to all use payments which occur until they are in receipt of both.

Editing - Creating New Spots & Tags	<p>With very limited exceptions, additions or changes to an existing spot will create a 2nd new spot with separate payments due for integration of footage and use. Please consult Media Services for details in this area.</p> <p>If changes are allowed, many will be payable as "Tags" at the following rates:</p> <table border="1"> <thead> <tr> <th></th> <th>On-camera</th> <th>Off-camera</th> </tr> </thead> <tbody> <tr> <td>1st tag</td> <td>\$567.10</td> <td>\$426.40 [Session Fee]</td> </tr> <tr> <td>2 - 25</td> <td>\$167.35 ea.</td> <td>\$126.85 ea.</td> </tr> <tr> <td>26-50</td> <td>\$ 93.40 ea.</td> <td>\$ 70.40 ea.</td> </tr> <tr> <td>51+</td> <td>\$ 51.15 ea.</td> <td>\$ 38.25 ea.</td> </tr> </tbody> </table>		On-camera	Off-camera	1st tag	\$567.10	\$426.40 [Session Fee]	2 - 25	\$167.35 ea.	\$126.85 ea.	26-50	\$ 93.40 ea.	\$ 70.40 ea.	51+	\$ 51.15 ea.	\$ 38.25 ea.
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Exclusivity	<p>Unless separately negotiated and paid, client can only hold performer exclusive for the narrow definition of the specific product. Eg. Fast food, not all restaurants; Dolls, not all toys; etc.</p> <p>1-3 noncompetitive products or services / 150% of minimum compensation for session or use.</p> <p>4+ noncompetitive products or services but not complete exclusivity / 200% of minimum compensation for session or use.</p>															
Fitted and Not Used	Pay full session fee.															
Flight Insurance	<p>A performer required to travel by plane:</p> <p>Principals: \$11.30</p> <p>Extras: \$11.30</p>															
Footware	Dancer who provides their own footware shall be paid an allowance of \$11.30.															
Foreign Use	Commercial airing outside the United States and its territories, Canada and Mexico. If commercial is made for foreign use only – must be noted on the talent contract at time of session.															
Hazard Pay	<p>Principals and Dancers who works under hazardous conditions are entitled to additional pay as follows:</p> <table border="1"> <tbody> <tr> <td>Fist Day</td> <td>\$171.90</td> </tr> <tr> <td>Each additional day</td> <td>\$111.70</td> </tr> </tbody> </table>	Fist Day	\$171.90	Each additional day	\$111.70											
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Holding Fees	<p>In order to retain the exclusivity of the performer to the client's product, each 13 weeks starting with the session (which is considered the first holding fee), all principal performers are paid an amount equivalent to a scale session fee, unless otherwise negotiated. This also enables the client to use the spot.</p> <p>Exemptions from holding fees:</p> <ul style="list-style-type: none"> Non-identifiable voice over (cartoon voices/disguised voices/sound effects). Off camera solo/duo/ group singers. Non-identifiable pilots. <p>Made for cable use only/Made for foreign use only/non-air demo/seasonal w/special provisions/Made for dealer use only w/special provisions.</p>															
Late Payment Damages	<p>Principals: \$3.00 per business day for 25 days, or a total of \$75.00. If written notice is given, a \$75.00 additional lump sum is due and \$10.00 per calendar day accrues until whole amount is paid.</p> <p>Extras: \$2.50 per business day for 30 days, or a total of \$75.00. If written notice is given, an additional \$5.00 per calendar day accrues until whole amount is paid.</p>															
Makeup Test	Principal performer is given a makeup or wardrobe test and is not used in the commercial, is entitled to ½ session fee for each day tested.															
Maximum Period of Use	21 months from the first day worked. Session+(7) 13-week cycles = 21 months															
Meal Periods Penalty for Violation	<p>When: First meal within 6 hours of first call for the day. Next meal with-in 6 hours of the end of the first meal. Not considered work time.</p> <p>Length: At least ½ hour, no longer than 1 hour</p> <p>Penalty: 1st ½ hour - \$25.00 2nd ½ hour - \$25.00 3rd+ thereafter, ½ hour - \$50.00</p>															
Mileage	\$0.485 per mile. (IRS 2007) Allowance is due for traveling outside the studio zone.															

Minor	Performer under the age of 18 years of age. A parent or guardian must accompany any performer under the age of 17 at all times. Union complies with any state child labor laws that may be more restrictive. Work hours start no earlier than 7:00am and shall end no later than: Under 6 years old 7:00pm Over 6 years old 8:00pm school days Over 6 years old 10:00pm non-school days Work permit and/or birth certificate, report card must accompany talent contract. California and New York state laws require deduction of 15% from minors gross payment and forward to a block trust account. NY also requires producer to obtain a Certificate to Employ Minor Performers.
Payment of Minors	
Multiple Tracking	Recording over the original track or adding an additional track, electronically or mechanically, containing the same material as recorded on the original track. <u>Solo/Duo/group singers:</u> An additional 50% of the original fee for unlimited multi-tracking.
Night Work	<u>Principal:</u> For work between 8PM and 6AM, performer is paid a 10% premium in quarterly increments. <u>Extras:</u> paid a 10% premium for work between 8PM and 1AM and 20% between 1AM and 6AM.
Opening / Closing	Standard opening or closing requires up to 20 extras @ Scale + \$88.80 ea.
Overtime	<u>On camera:</u> Work beyond 8 hours (less 1 hour for meals) in a day, paid in hourly units at time+½ for 9th and 10th hours, and at double time for the 11th hour and thereafter. <u>Voiceover:</u> If work extends beyond the 2-hour session, a second 2-hour session is payable at the full session rate.
Outgrade	Principal performer is not used in the final spot. They shall be notified in writing no later than 15 days from the first day of use. If an off camera principal is replaced, they must be notified within 2 business days or a holding fee and use payments are due until notice is given.
Payment Due Dates	Session 12 business days. Use 15 business days. Holding Fee 1st day of cycle
Pension & Health	SAG Pension & Health 14.80% AFTRA Health & Retirement 14.80%
Per Diem on Overnight Location	Meals must be provided or the following paid per day: Breakfast \$10.50 Lunch \$15.70 Dinner \$28.95 [Day total: \$55.15] Tours \$68.65 Personal appearances \$68.65
Persons Covered	<u>Principals:</u> On-camera: Speaking, face is identifiable, in foreground, demonstrating product or reacting to off-camera message, stunt/ pilot/driver, group dancers, singers, speakers. Off-camera: narrators, announcers, puppeteers and singers. <u>Extras:</u> The first 35 hired. (Stand-ins & photo doubles <i>not</i> part of the 35.)
Postponement	<u>Principals:</u> Within 24 business hours notice, can move to new date within 15 working days. Pay ½ day rate. If can't work within 15 days, pay other ½ day rate.
Prior Fitting	<u>Principal:</u> minimum 1 hour, thereafter in ¼ units. (15 mins) On a workday, part of the continuous workday. <u>Extra:</u> minimum 2 hour, thereafter in ½ units. (30 mins)
Program Use (network)	Class A – Network Program paid <i>per</i> airing in more than 20 cities. Class B – Flat rate for local programs airing in 6 to 20 cities. Class C – Flat rate for local programs airing in 1 to 5 cities. Majors: LA/Chicago/NY count as 11 cities each.
Public Service Announcement (PSA)	Must file a waiver with the union before seeking talent with proof of non-profit organization. This waiver gives the producer unlimited national usage for one year from the 1 st airing. Session fee still due.
Reinstatement	If during the maximum period of use of a commercial, Producer desires to reinstate a commercial after the termination of the right to use the commercial, Producer may do so with the written consent of the performer and payment of not less than two back holding fees, with one applicable to use.

Renegotiations	Talent must give written notice no more than 120 days and not less than 60 days prior to the expiration of the commercial (maximum period of use) to renegotiate new rate.
Rehearsal	Paid as work time for all categories of performer.
Rest Breaks	Extras: 5 minutes every hour of actual rehearsal or shooting. Dancers: 15 minutes every hour of actual rehearsal or shooting. Minors: 15 minutes every 2 hours of the work day.
Rest Period ["Turnaround"]	Principals - 12-hour consecutive rest period from final dismissal to first call next day. Extras Sixteen Hour Rule that extras can work no more than a 16-hour span out of any 24 hours, including meals, wardrobe, etc. Reductions: Exteriors on nearby location, can be 10 hours. Overnight location, several exceptions. Even with a penalty paid, the principal may not have less than a 9½- hour rest period. Penalty: Principals - Lesser of session fee or \$500. With their consent. Extras - Session fee for every hour.
Reuse/Residuals	Performers are paid anytime the spot is aired. For use over a network as part of a network program ["Program" or "Class A" use], each separate use triggers a payment. For use over independent or affiliate stations ["Wild Spot" use], the performer is paid for each market in which the spot airs for the right to air it any number of times for 13 consecutive weeks. For use over basic or pay cable networks ["Cable Use"], the performer is paid for the total number of cable networks where the spot will air for the right to air it any number of times for 13 consecutive weeks. The client or ad agency is responsible for payment authorization.
Reuse of Clips in or From Other Media	If photography or soundtrack produced under an AFTRA or SAG contract is reused in AFTRA/SAG covered work, the employer must bargain with the performer for the right to do so, and pay at least the minimum rates due under the contract covering the new use. Failure to do this results in damages of triple the performer's original salary plus the minimum due under the new contract.
Seasonal Spot	A commercial designed for use as a Christmas, June Bride, Valentine's Day, Spring, Summer, Fall, and or Winter commercial, etc., may only be used for one 13 week cycle per season with an optional contiguous period of not more than 2 additional weeks. No exclusivity but a holding fee is due at the end of the use cycle in order to use the spot the following season.
Skate Allowances	Skates \$9.05 per pair Skateboard \$9.05 per board
Smoke/Wet/Snow/Dust Work	An extra who works in Smoke/Wet/Snow or Dust conditions must be paid an additional \$40.00 on top of scale. Example: \$309.30 (scale rate) + \$40.00 = \$349.30 daily rate. \$349.30/ 8 hours \$ 43.66/hourly rate \$ 65.49/ x1.5 (9 th & 10 th Hour) \$ 87.32/ x 2.0 (11 th hour and thereafter)
Studio Zones	New York City: 8 miles from Columbus Circle – Actor pick-up 23 rd – 59 th Street, River to River. Los Angeles: 30 miles from intersection La Cienega and Beverly Blvd. If other than Producer's studio, travel allowance to be paid. Other Cites: By contract with Producers. 30 miles from center of such zone. If other than Producer's studio, travel allowance to be paid.
Stunts/Stunt Adjustment	A stunt coordinator must be engaged, and available for consultation with performer. (Stunt coordinators are part of the crew and are not covered by the SAG/AFTRA contracts.) Actors have no obligation to perform stunts or hazardous activity and no performer can be forced to perform an activity they deem too dangerous. Performer consent is required. If performed, actor may consult with stunt coordinator prior to the shoot and negotiate for a stunt adjustment. If no adjustment is negotiated on the set, the actor is owed an additional full day's pay as an adjustment. \$567.10@ Scale
Sweetening	The addition of a new or variant track over the original track: Solo/Duo: An additional 100% of the original fee for each additional track. Group singers: An additional 50% of the original fee for an unlimited number of tracks.

Union Security	Hire a union member in good standing when producing anywhere in the US. If union membership fees are not current, union security violations are \$300.00 per performer.										
Theatrical / Industrial use	Not less than 100% of the applicable session fee for 30 consecutive days of use following the 1 st exhibition. An additional 60% due for any use that occurs beyond the 30 th day.										
Transfer of Rights	If the production company served as the union signatory for the session and will not be responsible for reuse payments, a Transfer of Rights Agreement should be filed with the union. Once approved by the union, this document places the responsibility of future payments and claims with the new signatory, either the advertiser, ad agency or independent signatory. Failure to receive the approved Transfer from the union could result in the producer being pursued by the union to satisfy future claims.										
Travel Day to Overnight Location	Pay a full day for travel. First class airfare must be provided, unless 1000 or less air miles, where coach is acceptable. If traveling on Saturday or Sunday daily rate is @ time + ½.										
Travel + Work	Travel and work on the same day, travel time calculated in ¼ hr units (15 mins). Can subtract travel from unused work time. EXAMPLE: Work 8.5 hrs, pay 9.0 hrs, subtract .50 from travel. Travel past midnight – ¼ hour units (15 mins.) @ time+1/2.										
Vehicle Allowance	Allowance + mileage* (0.405 per mile) per day: <table style="margin-left: 40px;"> <tr> <td>Automobile</td> <td>\$36.05*</td> </tr> <tr> <td>Bicycle</td> <td>\$12.05</td> </tr> <tr> <td>Moped</td> <td>\$18.05</td> </tr> <tr> <td>Motorcycle</td> <td>\$36.05*</td> </tr> <tr> <td>Trailer</td> <td>\$36.05*</td> </tr> </table>	Automobile	\$36.05*	Bicycle	\$12.05	Moped	\$18.05	Motorcycle	\$36.05*	Trailer	\$36.05*
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Wardrobe Allowance	Principals: \$16.90 per change of non-evening wear. \$28.20 per change of evening wear. Extras: \$17.20 per change.										
Wardrobe Test	Principal performer given a makeup or wardrobe test and not used in the commercial, is entitled to ½ session fee for each day tested.										
Weather Permitting Calls	Must be communicated at time of booking. Good for first day of shoot only. For payment of ½ the session fee [except actors making over double scale], the actor may be held for up to 4 hours, may rehearse and/or get into make-up and wardrobe, but may not be photographed. If accepting a WP call, performer must advise employer of any potential conflicts on subsequent days.										
Weekend Work	Work on Saturdays or Sundays is double the usual rate. [Actors making over double scale, are paid time+½.] Overtime is paid at the same rate as the first 8 hours. All hours are at the double time rate. Performer who spends the weekend on location and does not work, receives straight time for each such day.										
Wild Spot	Broadcast on non-interconnected single stations and is independent of any program OR is used on local participating programs. Flat rate paid per unit weight per 13-week use cycle.										
Work on Holidays	Performer is paid double for work on these 8 holidays: <table style="margin-left: 40px;"> <tr> <td>New Year's Day</td> <td>Martin Luther King Day</td> <td>President's Day</td> </tr> <tr> <td>Memorial Day</td> <td>July 4th</td> <td>Labor Day</td> </tr> <tr> <td>Christmas.</td> <td></td> <td>Thanksgiving</td> </tr> </table>	New Year's Day	Martin Luther King Day	President's Day	Memorial Day	July 4 th	Labor Day	Christmas.		Thanksgiving	
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QUESTIONS? CALL, FAX or E-Mail

In Los Angeles – Tiffani Halverson (310) 440-9637 Phone (310) 254-1743 Fax
tiffani@media-services.com E-mail address

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NEW RULES FOR EMPLOYMENT OF MINOR PERFORMERS IN NEW YORK STATE ARE NOW IN EFFECT

The New York Child Performer Education and Trust Act of 2003 went into effect on March 28, 2004. It establishes minimal guidelines for the protection of child performers working throughout the entertainment industry in New York State. It is similar to the California "Coogan Law".

All minor performers (under 18 years of age) working in NY State, whether residents of NY State or not are subject to this law.

It also applies to all work by NY State Resident Minors working in other states.

This new law will be administered and enforced by the New York State Department of Labor. Additional information on the law can be found at their website: www.labor.state.ny.us/child/index.htm.

Key elements of this new law:

1. Permits:

- A. All employers of child performers are required to have a valid Certificate of Eligibility to Employ Child Performers
- B. All child performers must have a valid Employment Permit for a Child Performer.

2. Trust Accounts:

- A. Parents are required to open Trust Accounts for minor performers. They must notify employers of the establishment of these accounts within 15 days of employment. Employers are required to deposit at least 15% of the minor performer's earnings in their Trust Account within 30 days of the last day of employment if the minor is working 30 days or less, or at the end of each payroll period if work is for more than 30 days.
- B. If parents do not open Trust accounts, employers are required to deposit the monies with the NY State Controller's Office.

3. Academic Performance:

- A. Whenever a child performer is not receiving school instruction due to his/her employment schedule, employers must provide a teacher, who either is certified or has credentials recognized by the State of New York. Generally, this means that a teacher is only required if the child will miss more than two consecutive days of school.

As this is a new law, there are aspects of its implementation that are still being worked out. Based on discussions with the NYS Dept. of Labor and the NYS Film Commissioner we have established the following guidelines for our clients.

30 West 22nd Street, 5th Floor - New York, New York 10010 - Tel: 212-366-9390 Fax: 212-366-9398

500 S. Sepulveda Blvd., 4th Floor - Los Angeles, CA 90049 - Tel: 310-440-9600 Fax: 310-472-9979

Certificate of Eligibility to Employ Child Performers: Even though a payroll service will be the employer of record, the DOL has determined that it requires the employer in control of the talent to obtain the Permit to Employ. So in general, the Production Company must obtain the **Certificate of Eligibility to Employ Child Performers**. The application for the "Certificate" can be downloaded from: www.labor.state.ny.us/child/index.htm. The certificate costs \$350.00 and is valid for three years. Renewals cost \$200.00.

Proof of Worker's Compensation and Disability Insurance must be submitted along with the "Certificate" application. If a Media Services company will be paying the talent, the production company would obtain these documents from us.

Agency Pays Talent: In TV commercial production, it often occurs that the advertising agency will pay the actors. In this case, not only the production company, but the Advertising Agency as well, will need to obtain the **Certificate of Eligibility to Employ Child Performers**. They would need to provide Proof of Worker's Compensation and Disability Insurance from the advertising agency's talent payment service. In fact, the NYS DOL feels that the Advertising Agency should obtain the "Certificate" whether or not they are paying the talent.

The Proof of Worker's Compensation and Disability Insurance must be provided in the form of Form C-105.2 and DB-120-1 respectively.

Because our insurance carriers must issue these forms, we must have 3-business days notice in order to provide them. In order to request the forms please send an e-mail to: nyminorperformers@media-services.com. Please indicate: If Minor Performer(s) will be paid as Union Members (SAG or AFTRA), Dates of Employment, Name, Address, Phone and Fax information for the Production Company and Production Contact.

If you have questions about the law or this process, please contact our Business Affairs Department, Artine Maylan at: 310-440-9687 or Kerri Pettit at 310-471-9384.

Penalties for non-compliance are: \$1000/1st offense, \$2000/2nd offense, \$3000/3rd offense and revocation of company's ability to employ minor performers.

Additional Information

Child Work Permit Information: In an effort to make this process more user friendly, the Department of Labor has made these applications available on its website (link above). Parents may simply print out a 15-day permit from their computer. And as long as the required paperwork (birth certificate, etc) is sent back to Albany within 15 days, a six-month blanket child work permit will be sent directly to the child's home.

SAG/AFTRA Rules: Beyond the New York State rules, the Screen Actor's Guild has contractual rules in regard to the employment of minors. These generally put limitations on the amount of time and hours during which minor performers who are members of SAG may work. For more information consult the "Young Performer's Database" at www.sag.com



Right to Work Laws

What is a Right to Work Law?

A Right to Work law guarantees that no person can be compelled, as condition of employment, to join or not to join, nor pay dues to a labor union. Section 14(b) of the Taft-Hartley Act affirms the right of states to enact Right to Work Laws. The 22 states which have passed Right to Work laws are:

Alabama	Nevada
Arizona	North Carolina
Arkansas	North Dakota
Kansas	Oklahoma
Florida	South Carolina
Georgia	South Dakota
Idaho	Tennessee
Iowa	Texas
Louisiana	Utah
Mississippi	Virginia
Nebraska	Wyoming

- National Right to Work Legal Defense Fund

There are many misconceptions about producing in Right to Work states. Although Right to Work laws permit employees to work on unionized productions without being required to join a union, non-members must receive the same wages benefits and other terms of employment as the union members working on the same production. While it is generally believed that Right to Work laws reflect a state's union climate, many motion picture production unions operate in states with Right to Work laws. Thus, producing in a Right to Work state will not guarantee that a production can avoid union organizing efforts.

Right to Work. Rev. 11/5/05

This information is provided for reference purposes only and is not intended to provide and should not be construed as providing legal advice; in the event of questions regarding the interpretation of any law, regulation or agreement, please consult your legal counsel. Decisions should be made only after reviewing the applicable union contracts, laws or regulations. Since many aspects of this information are open to interpretation and are periodically changed. Media Services makes no warranty as to the accuracy of this information and will not be responsible for any errors or inaccuracies.

Guide to the AICP/IRS Independent Contractor Guidelines

On May 12, 1994 the Internal Revenue Service (IRS) issued the final approved guidelines for "Classification of Workers Within the Commercial Production and Professional Video Communications Industries". These guidelines are the result of discussions between the IRS and the Association of Independent Commercial Producers (AICP), the International Television Association (ITVA) and the Minnesota Film and Video Association.

The objective of the 49-page document is to provide more definitive guidelines for classifying workers in the commercial production and corporate video production industries. They are intended to limit the grey areas in these determinations by significantly reducing the famous "20 Questions" to three "Critical Factors" and five "Significant Factors" and by categorizing workers by job function.

While these guidelines are a significant improvement over the uncertainties of the old system, the determination of worker classification is by no means simple or absolute. In an attempt to guide you, below is a concise listing of the job function categories and attached is a flow chart, which might be useful in your individual evaluations.

Prudent use of the IRS guidelines or our aids requires careful analysis and documentation of each individual. It should be noted that use of the guidelines will not avoid a classification audit and that you should be prepared to defend your determinations in such an audit. It would be wise to consult a CPA or Tax Attorney in creating your company policy on these issues.

Job Function Categories

1. Jobs involving overall planning or implementation of the commercial and/or video production.

Art Director	Assistant Director	Casting Director	Director
Director of Photography	Location Scout	Music Composer	Producer
Production Designer	Set Designer	Writer	

2. Jobs involving planning, design or implementation of specific aspects of the commercial and/or video production, and jobs involving both problem solving and technical skills.

Animator	Audio Technician (Snd. Engineer or Mixer)		
Carpenter (If paid by project and is at risk of loss)		Costume Designer	Editor E.F.X.
Director/Engineer	Food Stylist (Home Economist)		Graphic Artist
Hair Stylist	Head Electrician (Key Gaffer)	Key Grip	Lighting Director
Make-Up Artist	Outside Prop Person	Scenic Artist (If paid by project and is at risk of loss)	
Security Director	Wrangler/Trainer	Videographer	

3. Other jobs

Assistant Producer (Production Coordinator)	Boom Operator	Camera Assistant
Camera Operator	Carpenter (if paid by the hour)	Character Generator Operator
Driver	E.F.X. Operator Gaffer	Generator Operator
Home Economist Assistant	Inside Prop Person	Grip
Police/Fire Fighter	Production Assistants	Playback
Script Supervisor	Second Assistant Director	Scenic (if paid by hour)
Teleprompter Operator	VTR Operator	Teacher
	Wardrobe Attendant	

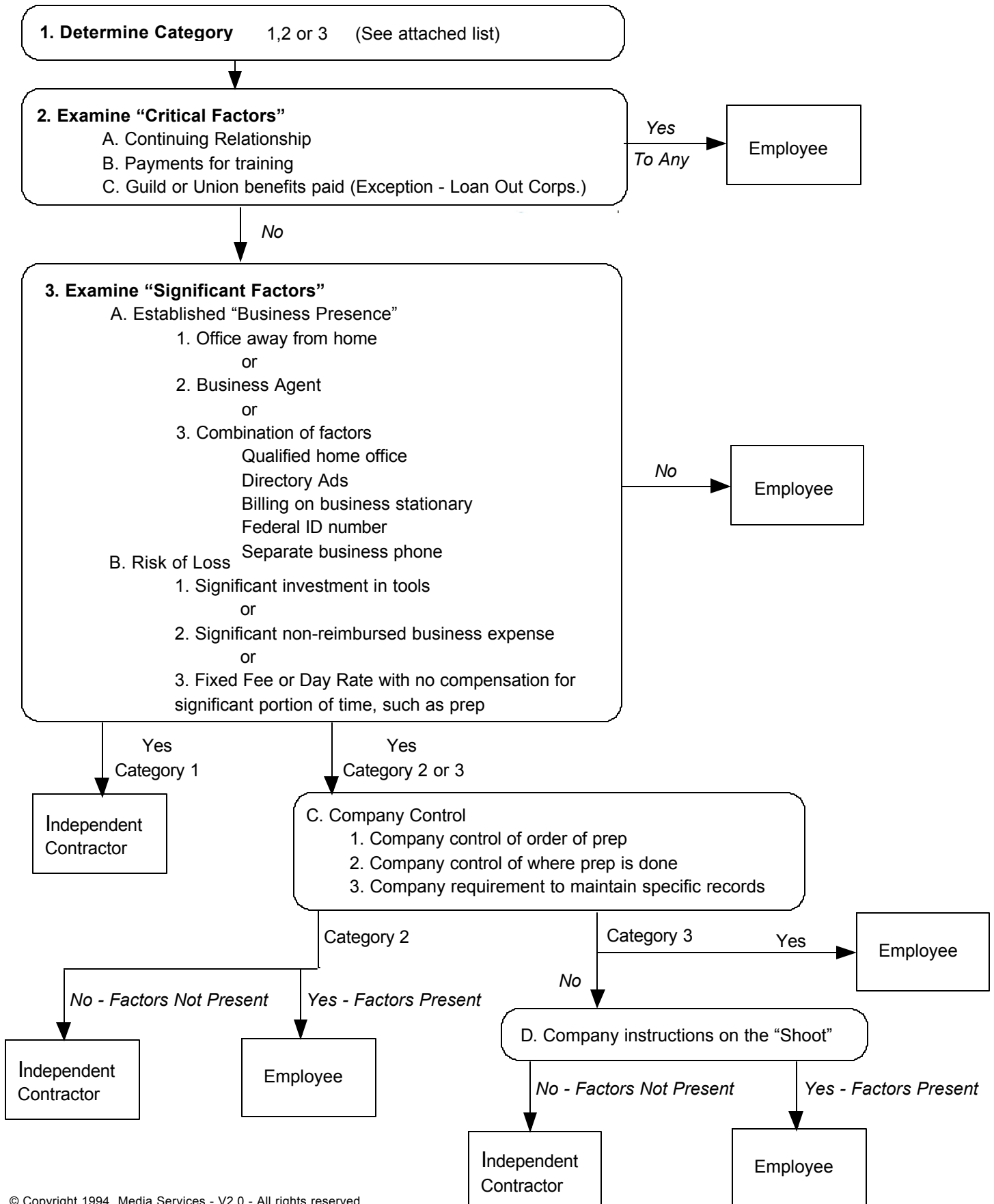
This information is provided for reference purposes only and is not intended to provide and should not be construed as providing legal advice; in the event of questions regarding the interpretation of any law, regulation or agreement, please consult your legal counsel. Decisions should be made only after reviewing the applicable union contracts, laws or regulations. Since many aspects of this information are open to interpretation and are periodically changed. Media Services makes no warranty as to the accuracy of this information and will not be responsible for any errors or inaccuracies.

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Guide to IRS Classification of Workers

Commercial Production & Professional Video Communications Industries



Wage and Hour Laws – Fair Labor Standards Act of 1938

Like most industries, the motion picture industry is subject to the provisions of the Fair Labor Standards Act of 1938. Attached is the U.S. Department of Labor Reference Guide to the Fair Labor Standards Act (FLSA) covering various areas of the law, which effect the motion picture industry.

In addition there is a copy of the Summary of California IWC Order No. 12-80 Regulating Wages, Hours, and Working Conditions in the Motion Picture Industry. This outlines specific rules for filming produced in California.

The full data, on the Fair Labor Standards Act (FLSA) , is contained in the Code of Federal Regulations (CFR) which is available at the Department of Labor Website: www.dol.gov.

A key element of the FLSA is that most workers employees need to be paid on an hourly basis and that overtime pay at 1.5x the regular rate is due on all hours in excess of 40 per week. (Note: In addition, CA Wage Order No. 12-80 requires daily overtime (1.5x after 8 hours and 2x after 12 works hours for employees in the motion picture industry.) Also, for all workers, Arkansas and Idaho require daily OT after 8 hours per day. Colorado requires daily OT after 12 hours per day and Minnesota requires weekly overtime after 48 hours per week.

Based on the FLSA, certain practices are problematic:

Flats

Unless an employee is determined to be Exempt, Flat deals violate the FLSA.

10 and 12 hour Deals

While agreeing on a rate for 10 or 12 hours is not inherently a problem, representing it as such on a timecard presents significant problems in proper computation of overtime. For instance:

An employee agrees to work 10 hours per day for a rate of \$400. The employee works five days (50 hours) and the employer would expect to pay gross wages of \$2000. The FLSA does not allow the overtime premium to be included in the regular pay. While, it allows that the \$400 can cover the 10 hours of regular pay per day, it insists that the extra 1/2x for the hours beyond 40 in a workweek be added. In this case those 10 overtime hours would require an additional payment of \$200. This results in gross pay of \$2200 for the week!

In order to avoid this problem, it is advisable to state rates on timecards in terms of an hourly rate. Following the Fact Sheets are charts, which aid in determining the regular hourly rates for 10 and 12 hour deals.

This information is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any statute or regulation should only be made after review of the applicable statute or regulation and consultation with your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein. Please direct questions to: Carl Zucker, VP Marketing, 212-366-9390.



Handy Reference Guide to the Fair Labor Standards Act (FLSA) Wage & Hour Law

Edited for film industry applicable information from the **US Department of Labor** Website:
<http://www2.dol.gov/esa/regs/compliance/whd/hrg.htm>

The **Fair Labor Standards Act (FLSA)** establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments.

The Wage and Hour Division (Wage-Hour) administers and enforces FLSA with respect to private employment, State and local government employment, and Federal employees of the Library of Congress, U.S. Postal Service, Postal Rate Commission, and the Tennessee Valley Authority. The FLSA is enforced by the U.S. Office of Personnel Management for employees of other Executive Branch agencies, and by the U.S. Congress for covered employees of the Legislative Branch.

Special rules apply to State and local government employment involving fire protection and law enforcement activities, volunteer services, and compensatory time off instead of cash overtime pay.

- [Basic Wage Standards](#)
- [Who is Covered?](#)
- [Employer-Furnished Facilities](#)
- [Subminimum Wage Provisions](#)
- [Youth Minimum Wage](#)
- [Exemptions](#)
- [Child Labor Provisions](#)
- [Nonagricultural Jobs](#)
- [Recordkeeping](#)
- [Terms Used in FLSA](#)
- [Computing Overtime Pay](#)
- [Enforcement](#)
- [Recovery of Back Wages](#)

Basic Wage Standards

Covered nonexempt workers are entitled to a minimum wage of not less than \$4.75 an hour, effective October 1, 1996, and not less than \$5.15 an hour, effective September 1, 1997. Overtime pay at a rate of not less than one and one-half times their regular rates of pay is required after 40 hours of work in a workweek.

Wages required by FLSA are due on the regular payday for the pay period covered. Deductions made from wages for such items as cash or merchandise shortages, employer-required uniforms, and tools of the trade, are not legal to the extent that they reduce the wages of employees below the minimum rate required by FLSA or reduce the amount of overtime pay due under FLSA.

The FLSA contains some exemptions from these basic standards. Some apply to specific types of businesses; others apply to specific kinds of work.

While FLSA does set basic minimum wage and overtime pay standards and regulates the employment of minors, there are a number of employment practices which FLSA does not regulate.

For example, FLSA does *not* require:

- vacation, holiday, severance, or sick pay;
- meal or rest periods, holidays off, or vacations;
- premium pay for weekend or holiday work;
- pay raises or fringe benefits; and
- a discharge notice, reason for discharge, or immediate payment of final wages to terminated employees.

The FLSA does not provide wage payment or collection procedures for an employee's usual or promised wages or commissions in excess of those required by the FLSA. However, some States do have laws under which such claims (sometimes including fringe benefits) may be filed.

Also, FLSA does not limit the number of hours in a day or days in a week an employee may be required or scheduled to work, including overtime hours, if the employee is at least 16 years old.

The above matters are for agreement between the employer and the employees or their authorized representatives.

Who is Covered?

All employees of certain enterprises having workers engaged in interstate commerce, producing goods for interstate commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by FLSA.

A covered enterprise is the related activities performed through unified operation or common control by any person or persons for a common business purpose and --

- whose annual gross volume of sales made or business done is not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated); or
- is engaged in the operation of a hospital, an institution primarily engaged in the care of the sick, the aged, or the mentally ill who reside on the premises; a school for mentally or physically disabled or gifted children; a preschool, an elementary or secondary school, or an institution of higher education (whether operated for profit or not for profit); or is an activity of a public agency.

Employees of firms which are not covered enterprises under FLSA still may be subject to its minimum wage, overtime pay, and child labor provisions if they are individually engaged in interstate commerce or in the production of goods for interstate commerce, or in any closely-related process or occupation directly essential to such production. Such employees include those who: work in communications or transportation; regularly use the mails, telephones, or telegraph for interstate communication, or keep records of interstate transactions; handle, ship, or receive goods moving in interstate commerce; regularly cross State lines in the course of employment; or work for independent employers who contract to do clerical, custodial, maintenance, or other work for firms engaged in interstate commerce or in the production of goods for interstate commerce.

Domestic service workers such as day workers, housekeepers, chauffeurs, cooks, or full-time babysitters are covered if

- their cash wages from one employer are at least \$1,000 in a calendar year (or the amount designated pursuant to an adjustment provision in the Internal Revenue Code), or
- they work a total of more than 8 hours a week for one or more employers.

Employer-Furnished Facilities

The reasonable cost or fair value of board, lodging, or other facilities customarily furnished by the employer for the employee's benefit may be considered part of wages.

Subminimum Wage Provisions

The FLSA provides for the employment of certain individuals at wage rates below the statutory minimum. Such individuals include student-learners (vocational education students), as well as full-time students in retail or service establishments, agriculture, or institutions of higher education. Also included are individuals whose earning or productive capacity is impaired by a physical or mental disability, including those related to age or injury, for the work to be performed. Employment at less than the minimum wage is authorized to prevent curtailment of opportunities for employment. Such employment is permitted only under certificates issued by Wage-Hour.

Youth Minimum Wage

A minimum wage of not less than \$4.25 an hour is permitted for employees under 20 years of age during their first 90 consecutive calendar days of employment with an employer. Employers are prohibited from taking any action to displace employees in order to hire employees at the youth minimum wage. Also prohibited are partial displacements such as reducing employees' hours, wages, or employment benefits.

Exemptions

Some employees are exempt from the overtime pay provisions or both the minimum wage and overtime pay provisions.

Because exemptions are generally narrowly defined under FLSA, an employer should carefully check the exact terms and conditions for each. Detailed information is available from local Wage-Hour offices.

Following are examples of exemptions which are illustrative, but not all-inclusive. These examples do *not* define the conditions for each exemption.

Exemptions from Both Minimum Wage and Overtime Pay

- Executive, administrative, and professional employees (including teachers and academic administrative personnel in elementary and secondary schools), outside sales employees, and employees in certain computer-related occupations (as defined in Department of Labor regulations);
- Employees of certain seasonal amusement or recreational establishments, employees of certain small newspapers, seamen employed on foreign vessels, employees engaged in fishing operations, and employees engaged in newspaper delivery;
- Farm workers employed by anyone who used no more than 500 "man-days" of farm labor in any calendar quarter of the preceding calendar year;
- Casual babysitters and persons employed as companions to the elderly or infirm.

Exemptions from Overtime Pay Only

- Certain commissioned employees of retail or service establishments; auto, truck, trailer, farm implement, boat, or aircraft salesworkers, or parts-clerks and mechanics servicing autos, trucks, or farm implements, who are employed by nonmanufacturing establishments primarily engaged in selling these items to ultimate purchasers;
- Employees of railroads and air carriers, taxi drivers, certain employees of motor carriers, seamen on American vessels, and local delivery employees paid on approved trip rate plans;
- Announcers, news editors, and chief engineers of certain nonmetropolitan broadcasting stations;
- Domestic service workers living in the employer's residence;
- Employees of motion picture theaters; and

- Farmworkers.

Partial Exemptions from Overtime Pay

- Partial overtime pay exemptions apply to employees engaged in certain operations on agricultural commodities and to employees of certain bulk petroleum distributors.
- Hospitals and residential care establishments may adopt, by agreement with their employees, a 14-day work period instead of the usual 7-day workweek, if the employees are paid at least time and one-half their regular rates for hours worked over 8 in a day or 80 in a 14-day work period, whichever is the greater number of overtime hours.
- Employees who lack a high school diploma, or who have not attained the educational level of the 8th grade, can be required to spend up to 10 hours in a workweek engaged in remedial reading or training in other basic skills without receiving time and one-half overtime pay for these hours. However, the employees must receive their normal wages for hours spent in such training and the training must not be job specific.

Media Services Policy

Exempt vs. Non-Exempt Employees

Federal and state laws require the payment of overtime for all non-exempt employees. All non-exempt employees must have an hourly rate established and be paid for all hours worked, including overtime, based upon the applicable federal or state requirements, whichever is more stringent.

Below is a list of job classifications in the area of pre, principal and post-production, which are normally considered exempt by applicable bargaining agreements. However, please note that job title alone is not determinative as to exempt status in an audit situation. The Department of Labor will look at all of the facts and circumstances relating to each employee in making that determination. The job classifications below are intended to be used as a guide only. Full compliance with Federal and/or State wage and hour laws are the responsibility of the Producer.

Exempt Classifications

Art Director	Production Accountant
Construction Coordinator	Production Office Coordinator
Costume Designer	Producer
Director	Set Decorator
Editor (Motion Picture only)	Still Photographer
Director of Photography	Transportation Coordinator
Illustrator	UPM
Location Manager	Visual Consultant
Make-up/Hair Stylist (Dept. Head only)	Writer

Child Labor Provisions

The FLSA child labor provisions are designed to protect the educational opportunities of minors and prohibit their employment in jobs and under conditions detrimental to their health or well-being. The provisions include restrictions on hours of work for minors under 16 and lists of hazardous occupations orders for both farm and nonfarm jobs declared by the Secretary of Labor to be too dangerous for minors to perform. Further information on prohibited occupations is available from local Wage-Hour offices.

Nonagricultural Jobs (Child Labor)

Regulations governing youth employment in nonfarm jobs differ somewhat from those pertaining to agricultural employment. In nonfarm work, the permissible jobs and hours of work, by age, are as follows:

- Youths 18 years or older may perform any job, whether hazardous or not, for unlimited hours;
- Youths 16 and 17 years old may perform any nonhazardous job, for unlimited hours; and

- Youths 14 and 15 years old may work outside school hours in various nonmanufacturing, nonmining, nonhazardous jobs under the following conditions: no more than 3 hours on a school day, 18 hours in a school week, 8 hours on a nonschool day, or 40 hours in a nonschool week. Also, work may not begin before 7 a.m., nor end after 7 p.m., except from June 1 through Labor Day, when evening hours are extended to 9 p.m. Under a special provision, youths 14 and 15 years old enrolled in an approved Work Experience and Career Exploration Program (WECEP) may be employed for up to 23 hours in school weeks and 3 hours on school days (including during school hours).

Fourteen is the minimum age for most nonfarm work. However, at any age, youths may deliver newspapers; perform in radio, television, movie, or theatrical productions; work for parents in their solely-owned nonfarm business (except in manufacturing or on hazardous jobs); or, gather evergreens and make evergreen wreaths.

Recordkeeping

The FLSA requires employers to keep records on wages, hours, and other items, as specified in Department of Labor recordkeeping regulations. Most of the information is of the kind generally maintained by employers in ordinary business practice and in compliance with other laws and regulations. The records do not have to be kept in any particular form and time clocks need not be used. With respect to an employee subject to the minimum wage provisions or both the minimum wage and overtime pay provisions, the following records must be kept:

- personal information, including employee's name, home address, occupation, sex, and birth date if under 19 years of age;
- hour and day when workweek begins;
- total hours worked each workday and each workweek;
- total daily or weekly straight-time earnings;
- regular hourly pay rate for any week when overtime is worked;
- total overtime pay for the workweek;
- deductions from or additions to wages;
- total wages paid each pay period; and
- date of payment and pay period covered.

Records required for exempt employees differ from those for nonexempt workers. Special information is required for homeworkers, for employees working under uncommon pay arrangements, for employees to whom lodging or other facilities are furnished, and for employees receiving remedial education.

Terms Used in FLSA

Workweek -- A workweek is a period of 168 hours during 7 consecutive 24-hour periods. It may begin on any day of the week and at any hour of the day established by the employer. Generally, for purposes of minimum wage and overtime payment each workweek stands alone; there can be no averaging of 2 or more workweeks. Employee coverage, compliance with wage payment requirements, and the application of most exemptions are determined on a workweek basis.

Hours Worked -- Covered employees must be paid for all hours worked in a workweek. In general, "hours worked" includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work. Also included is any additional time the employee is allowed (i.e., suffered or permitted) to work.

Computing Overtime Pay

Overtime must be paid at a rate of at least one and one-half times the employee's regular rate of pay for each hour worked in a workweek in excess of the maximum allowable in a given type of employment. Generally, the regular rate includes all payments made by the employer to or on behalf of the employee (except for certain statutory exclusions). The following examples are based on a maximum 40-hour workweek.

- **Hourly rate** -- (regular pay rate for an employee paid by the hour). If more than 40 hours are worked, at least one and one-half times the regular rate for each hour over 40 is due.

Example: An employee paid \$8.00 an hour works 44 hours in a workweek. The employee is entitled to at least one and one-half times \$8.00, or \$12.00, for each hour over 40. Pay for the week would be \$320 for the first 40 hours, plus \$48.00 for the four hours of overtime--a total of \$368.00.

- **Piece rate** -- The regular rate of pay for an employee paid on a piecework basis is obtained by dividing the total weekly earnings by the total number of hours worked in that week. The employee is entitled to an additional one-half times this regular rate for each hour over 40, plus the full piecework earnings.

Example: An employee paid on a piecework basis works 45 hours in a week and earns \$315. The regular rate of pay for that week is \$315 divided by 45, or \$7.00 an hour. In addition to the straight-time pay, the employee is also entitled to \$3.50 (half the regular rate) for each hour over 40 -- an additional \$17.50 for the 5 overtime hours -- for a total of \$332.50.

Another way to compensate pieceworkers for overtime, if agreed to before the work is performed, is to pay one and one-half times the piece rate for each piece produced during the overtime hours. The piece rate must be the one actually paid during nonovertime hours and must be enough to yield at least the minimum wage per hour.

- **Salary** -- the regular rate for an employee paid a salary for a regular or specified number of hours a week is obtained by dividing the salary by the number of hours for which the salary is intended to compensate.

If, under the employment agreement, a salary sufficient to meet the minimum wage requirement in every workweek is paid as straight time for whatever number of hours are worked in a workweek, the regular rate is obtained by dividing the salary by the number of hours worked each week. To illustrate, suppose an employee's hours of work vary each week and the agreement with the employer is that the employee will be paid \$420 a week for whatever number of hours of work are required. Under this agreement, the regular rate will vary in overtime weeks. If the employee works 50 hours, the regular rate is \$8.40 (\$420 divided by 50 hours). In addition to the salary, half the regular rate, or \$4.20 is due for each of the 10 overtime hours, for a total of \$462 for the week. If the employee works 60 hours, the regular rate is \$7.00 (\$420 divided by 60 hours). In that case, an additional \$3.50 is due for each of the 20 overtime hours, for a total of \$490 for the week.

In no case may the regular rate be less than the minimum wage required by FLSA.

If a salary is paid on other than a weekly basis, the weekly pay must be determined in order to compute the regular rate and overtime pay. If the salary is for a half month, it must be multiplied by 24 and the product divided by 52 weeks to get the weekly equivalent. A monthly salary should be multiplied by 12 and the product divided by 52.

Enforcement

Wage-Hour's enforcement of FLSA is carried out by investigators stationed across the U.S. As Wage-Hour's authorized representatives, they conduct investigations and gather data on wages, hours, and other employment conditions or practices, in order to determine compliance with the law. Where violations are found, they also may recommend changes in employment practices to bring an employer into compliance.

It is a violation to fire or in any other manner discriminate against an employee for filing a complaint or for participating in a legal proceeding under FLSA.

Willful violations may be prosecuted criminally and the violator fined up to \$10,000. A second conviction may result in imprisonment.

Violators of the child labor provisions are subject to a civil money penalty of up to \$10,000 for each employee who was the subject of a violation.

Employers who willfully or repeatedly violate the minimum wage or overtime pay requirements are subject to a civil money penalty of up to \$1,000 for each such violation.

The FLSA prohibits the shipment of goods in interstate commerce, which were produced in violation of the minimum wage, overtime pay, child labor, or special minimum wage provisions.

Recovery of Back Wages

Listed below are methods, which FLSA provides for recovering unpaid minimum and/or overtime wages.

- Wage-Hour may supervise payment of back wages.
- The Secretary of Labor may bring suit for back wages and an equal amount as liquidated damages.
- An employee may file a private suit for back pay and an equal amount as liquidated damages, plus attorney's fees and court costs.
- The Secretary of Labor may obtain an injunction to restrain any person from violating FLSA, including the unlawful withholding of proper minimum wage and overtime pay.

An employee may not bring suit if he or she has been paid back wages under the supervision of Wage-Hour or if the Secretary of Labor has already filed suit to recover the wages.

A 2-year statute of limitations applies to the recovery of back pay, except in the case of willful violation, in which case a 3-year statute applies.

Proper Time Card Preparation

Non-union - Compliance With Wage and Hour Laws

The key element of proper time card preparation is that the rates and hours must comply with the applicable wage and hour laws. As you may be aware, the entertainment industry has recently come under the scrutiny of the federal and state agencies, which enforce wage and hour laws. These laws originated with the Fair Labor Standards Act of 1938. Basically they require that all non-exempt employees be paid based on an hourly wage with time-and-one-half for overtime.

The penalties for non-compliance with these laws are substantial. They range from supplemental payments from 12 % to over 75% of the wages paid to injunctions against the interstate distribution of the films or commercials produced. Audits have already occurred in the film industry which have imposed or threatened to impose these penalties.

Federal law requires overtime (1.5X) be paid on all hours over 40 in a week.

While you can, for instance, pay straight time for four 10 hour days, the fifth day would have to be paid at 1.5x. As a result, many production companies prefer to deal with overtime on a daily basis paying 1.5x for all hours in excess of eight per day.

These Wage and Hour laws do not apply to employees that work in Exempt Classifications. Exempt Classifications are jobs that are determined to be executive or administrative in their nature. They may be paid flat rates for a days work. An industry specific list of generally accept Exempt Job Classifications appears below.

California has its own requirements for Daily Overtime in the film production industry. Details of California overtime requirements are found in the Summary of CA Wage Order 12-80 which is attached. We also have a Memo on CA Time Card Preparation available. Minnesota requires overtime be paid after 48 hours.

Most union contracts written to comply with the law. These laws apply to all employees not working under union contracts.

As employer-of-record payroll services must comply with these federal and state labor laws. We will henceforth be unable to accept timecards which do not conform to these laws. Failure to comply will force us to return cards to the production company for correction before we can process them.

The Bottom Line: "Flats" for Non-Exempt employees do not comply with the law and can not be paid.

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We require Time Cards be prepared in the following manner:

Non-Exempt Non-Union Employee Time Cards:

- 1) The hourly rate (based on 8 hours of straight time) to calculate regular and overtime wages must appear on each card. If a 10 hour deal is made, it should be understood and represented as the straight time hourly rate for 8 hours of STR (Straight Time) and 2 hours of 1.5X (overtime).
- 2) The total hours worked each day must be broken out to indicate time in, time out and time taken for meals and must equal the hours being paid.
- 3) Timecards must be signed by the employee and approved by the production company.

Exempt Employee Time Cards:

See information below to determine which workers are qualified as Exempt.

- 1) A daily or weekly salary must appear.
- 2) Hours should not be recorded.
- 3) Timecards must be signed by the employee and approved by the production company.

Sample timecards are below.

The payroll workweek runs from Sunday through Saturday.

City Worked, State Worked, Production Co. Name, Employee Name, Social Security Number and Total Gross must be filled in.

Loanout Co. – If an employee owns a personal service corporation, the name of the corporation is entered. See more info on paying corporations below.

F/S/O – For Services Of – Name of the employee.

Fed. I.D. – Federal I.D. number of the corporation. The fact that an individual has a Federal I.D. number does not entitle them to be paid as a corporation.

Meal Allow. – If company is paying a Per Diem, allowable (non-taxable under IRS guidelines) portion is entered. (See Per Diem below) (If money has been advanced, amount should be noted in comments.)

Meal Txbl. – Amount of Per Diem in excess of IRS allowable amounts. (These amounts vary by locality. Contact Media Services for information.)

AICP Acct. # - What account code this expense should be coded to on reports.

Lodging Allow., Lodging Txbl., Mileage Allow. and Mileage Txbl. Work the same as Meals. Mileage must be substantiated by Mileage Log. (See Per Diem and Mileage below)

Meal Pen. – Amount of meal penalty if so agreed.

Kit Rentals – Amount of Kit Rental if so agreed. Must be accompanied by detailed, approved invoice. (See Kit Rental below)

P/S/W – Optional – Check mark indicates Prep, Shoot or Wrap for accounting distribution.

Time cards must be signed by the employee with their phone number for questions and must be approved by the Production Company.

Other Information

W-4 Form – On back of top sheet of time card should be filled out at least once per year.

I-9 Forms – Must be filled out once every three years. Must have complete information entered (copies of documents should not be sent) and **must have original signatures of the employee and whomever is reviewing the documentation.**

Backup Paperwork

Please be aware that should your payroll be audited, you will be required to provide Production Reports or other documentation which confirm the accuracy of the timecards as submitted.

Kit Rentals - Under IRS regulations, Kit Rentals are reportable, but not subject to withholding or payroll taxes **if** proper documentation is presented. If detailed invoices itemizing what is being rented are signed by a production company representative, and presented along with a timecard, we will include the rental in the employee's payroll check. The rental amounts must reflect fair market values. If proper documentation is not presented, we are forced to treat the reimbursement as taxable wages. We cannot pay a Kit Rental unless it is in addition to payroll payment. We do provide generic Kit Rental forms if needed.

Per Diems - Per diem is reportable, but not subject to withholding or payroll taxes, if they do not exceed IRS guidelines. Allowable per diem rates for lodging and meals vary by locality. A detailed list of these rates is available in the Toolbox section of our website; www.media-services.com. Per Diems are only those monies you choose to issue to employees to cover their expenses, without requiring receipts. If the production company is paying the bills for lodging or meals, or is issuing petty cash, it must be accounted for with receipts, and there are no limits on the amounts which can be spent.

Mileage - Reimbursement for mileage is reportable, but not subject to withholding or payroll taxes if they do not exceed IRS guidelines of 36.5 cents per mile.

Payments of Corporations - We will make payments to "Loan Out" corporations, for the services of an officer or principal of the "Loan Out" corporation. The corporation must be a type "C" or "S" corporation. The decision to pay LLC's is addressed on a case by case basis. Please contact your marketing representative if you want us to pay an LLC. In addition to providing an invoice or timecard "For the Services of," we must have a copy of the Articles of Incorporation of the Loan Out corporation, the Federal ID Number, an I-9 form, address and Social Security Number of the individual. We will make no withholding deductions and only charge you for Workers' Compensation Insurance and a handling fee. We cannot pay corporations, such as agents' corporations, where the worker being loaned out is not a principal of the corporation. A detailed client memo is available on this subject.

Exempt vs. Non-Exempt Employees

Below is a list of job classifications in the area of pre, principal and post-production, which are normally considered exempt by applicable bargaining agreements. However, please note that job title alone is not determinative as to exempt status in an audit situation. The Department of Labor will look at all of the facts and circumstances relating to each employee in making that determination. The job classifications below are intended to be used as a guide only. Full compliance with Federal and/or State wage and hour laws are the responsibility of the Producer.

Exempt Classifications

Art Director
 Construction Coordinator
 Costume Designer
 Director
 Editor (Motion Picture only)
 Director of Photography
 Illustrator
 Location Manager
 Make-up/Hair Stylist (Dept. Head only)

Production Accountant
 Production Office Coordinator
 Producer
 Set Decorator
 Still Photographer
 Transportation Coordinator
 UPM
 Visual Consultant
 Writer

Please contact your payroll coordinator if you have any questions.

EXEMPT Time Card Sample – Only for employees in Exempt classifications

COMMERCIAL PAYROLL TIME CARD														PLEASE COMPLETE W-4 REVERSE SIDE					
														YEAR	STATE WORKED	CITY WORKED			
														X	X	X			
														PREP					
PRODUCTION COMPANY: X						OCCUPATION: X PRODUCER						SHOOT							
EMPLOYEE NAME: X						SOCIAL SECURITY NO.: X						WRAP							
LOANOUT CO.:				F/S/O:				FED. I.D.		TOTAL GROSS \$2000									
MEAL ALLOW.		MEALS TXBL.		AICP ACCT. #		LODGING ALLOW.		LODGING TXBL.		AICP ACCT. #		MILEAGE ALLOW.		MILEAGE TXBL.		AICP ACCT. #			
DATE	JOB NAME/NO.	TIME IN	1ST MEAL 2ND MEAL	TIME OUT	AICP CODE	HOURLY RATE	STR	1.5			MEAL PEN	KIT RENTALS	CHECK ONE P S W			COMMENTS			
SUN 2/1	X 101																\$500 Per Day		
MON 2/2	101																"		
TUE 2/3	101																"		
WED 2/4	101																"		
THU																			
FRI																			
SAT																			
By signing, you certify that the record of time worked is correct.														TOTALS					
Signature X														Production Company Approval					
Phone Number X																			

GREEN - PPI BLUE - EMPLOYEE GOLD - CLIENT WHITE CARD - CLIENT

Sample Non-Union 10 Hour Deal Time Card

PLEASE COMPLETE W-4 REVERSE SIDE

COMMERCIAL PAYROLL TIME CARD															YEAR	STATE WORKED	CITY WORKED				
PRODUCTION COMPANY: <input checked="" type="checkbox"/>															PREP						
EMPLOYEE NAME: <input checked="" type="checkbox"/>															SHOOT						
SOCIAL SECURITY NO.: <input checked="" type="checkbox"/>															WRAP						
LOANOUT CO.: _____ F/S/O: _____															TOTAL GROSS 2649.85						
FED. I.D. _____																					
MEAL ALLOW.			MEALS TXBL.		AICP ACCT. #		LODGING ALLOW.			LODGING TXBL.		AICP ACCT. #		MILEAGE ALLOW.		MILEAGE TXBL.		AICP ACCT. #			
DATE	JOB NAME/NO.	TIME IN	1ST MEAL	2ND MEAL	TIME OUT	AICP CODE	HOURLY RATE	STR	1.5	1.65		MEAL PEN	KIT RENTALS	CHECK ONE P S W			COMMENTS				
SUN	X	10A	3P	4P	9P		45.45	8	2												
MON					10P			8	2	1										OVERTIME BASED ON	
TUE					10P			8	2	1										10 HOURS	
WED					9P			8	2												
THU					9P			8	2												
FRI																					
SAT																					
TOTALS								40	10	2											
Signature <input checked="" type="checkbox"/>															Production Company Approval						
Phone Number _____																					

GREEN - PPI BLUE - EMPLOYEE WHITE CARD - CLIENT

Sample Non-Union 12 Hour Deal Time Card

PLEASE COMPLETE W-4 REVERSE SIDE

COMMERCIAL PAYROLL TIME CARD															YEAR	STATE WORKED	CITY WORKED			
PRODUCTION COMPANY: <input checked="" type="checkbox"/>															PREP					
EMPLOYEE NAME: <input checked="" type="checkbox"/>															SHOOT					
SOCIAL SECURITY NO.: <input checked="" type="checkbox"/>															WRAP					
LOANOUT CO.: _____ F/S/O: _____															TOTAL GROSS 2362.50					
FED. I.D. _____																				
MEAL ALLOW.			MEALS TXBL.		AICP ACCT. #		LODGING ALLOW.			LODGING TXBL.		AICP ACCT. #		MILEAGE ALLOW.		MILEAGE TXBL.		AICP ACCT. #		
DATE	JOB NAME/NO.	TIME IN	1ST MEAL	2ND MEAL	TIME OUT	AICP CODE	HOURLY RATE	STR	1.5		MEAL PEN	KIT RENTALS	CHECK ONE P S W			COMMENTS				
SUN	2345	10A	3P	4P	12M		32.14	8	4											
MON					1A			8	4	1										OVERTIME BASED ON
TUE					1A			8	4	1										12 HOURS
WED					12M			8	4											
THU					12M			8	4											
FRI																				
SAT																				
TOTALS								40	20	2										
Signature <input checked="" type="checkbox"/>															Production Company Approval					
Phone Number _____																				

GREEN - PPI BLUE - EMPLOYEE WHITE CARD - CLIENT

Summary of California IWC Order No. 12-80 Regulating Wages, Hours, and Working Conditions in the Motion Picture Industry (“Order”)

Applicability

This order shall apply to all persons employed in the motion picture industry including extra players, teachers and welfare workers, except employees who qualify for administrative, executive or professional exemptions from overtime (as those terms are defined under state law).

Overtime

One and one-half the regular rate of pay for hours worked more than eight in any workday or 40 hours in any work week.

Employees may be employed up to a maximum of 16 hours including, meal periods in any one day from the time they report until dismissed, provided they are compensated as follows:

1 1/2x after eight up through twelve hours and for the first 8 hours in the 7th consecutive day worked. Double time after 12 consecutive hours in any work day and after the first eight hours in the 7th consecutive day. Overtime payments are not compounded.

Note: While in practice this usually means that the 6th day will be paid at 1.5x for the first 8 hours, In fact, if 40 regular hours have not been worked in the first five days, the 6th day is paid at 1.0x until 40 hours have been achieved or 8 hours have been completed. The 7th day is paid as premium regardless of the number of 1X hours worked in the previous 6 days.

Determining 7th Day

Days Off and Paid and Unpaid Layover Days on location: Do not count in the calculation of the 40 hours or the 7th day of the workweek.

Travel Days, Travel/Work and Work/Travel Days: Do count in the calculation of the 7th day of the workweek. Work hours on these days do count in the calculation of the first 40 hours.

Calculation of the 6th and 7th day starts with the first workday, of the established workweek.

Examples:

Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat
T	W	W	W	W	W	W	W	W	W	W	W	O	W
1	2	3	4	5	6	7	1	2	3	4	5	X	6
W	W	W	W	W	O	W	W	O	W	W	W	W/T	O
1	2	3	4	5	X	6	1	X	2	3	4	5	X
W	W	W	O	W	T	T/W	W	O	W	W	W	W	O
1	2	3	X	4	5	6	1	X	2	3	4	5	X

10 Hours, Four Day Work Week

The regulation allows 2/3 of players to elect in writing to work ten hour, four day weeks so long as each employee receives two consecutive days off. Under a four day week the employer is not required to pay overtime premiums for the 9th and 10th hours worked in any work day, however, the overtime provisions do apply after that.

Extra Players - Receive overtime at 1 1/2 x for 9th and 10th hours and 2 x for all hours worked thereafter. Weekly overtime provision also apply.

Reporting Time Pay - Employees told to report to work and do report to work but are not put to work shall be paid for half the usual scheduled work, but no less than two hours or more than four hours, excluding force majeure or other events not in employer’s control.

Minimum Wage – Effective 1/1/2007 - \$7.50 per hour for workers in the Motion Picture Industry.

Uniforms, Equipment & Wardrobe - Employers who require uniform, equipment or wardrobe must provide and maintain same, except with respect to equipment if employee is receiving at least 2 x minimum wage.

Meal Periods - Not less than 30 minutes, not more than one hour after not more than six hours worked. Subsequent meal periods shall be called no later than six hours after termination of the preceding meal period. “On duty” meal periods must be paid as work time.

Rest Periods - Ten minutes for every four hours, unless employee’s total daily time is less than 3.5 hours.

This information is provided for reference purposes only. Decisions regarding application and interpretation of the provisions of any statute or regulation should only be made after review of the applicable statute or regulation and consultation with your legal counsel. Media Services is not responsible for any inaccuracies in the information provided herein.



Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification.

 To be completed and signed by employee at the time employment begins.

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen or national of the United States
- A Lawful Permanent Resident (Alien #) A _____
- An alien authorized to work until _____
(Alien # or Admission #)

Employee's Signature	ORIGINAL SIGNATURE	Date (month/day/year)
----------------------	---------------------------	-----------------------

Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification.

 To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____				
Expiration Date (if any): _____				

See list of Acceptable Documents

CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) → _____ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
ORIGINAL SIGNATURE	→	→
Business or Organization Name	Address (Street Name and Number, City, State, Zip Code)	Date (month/day/year)
→ PRODUCTION COMPANY NAME - etc.	→	→

Section 3. Updating and Reverification.

 To be completed and signed by employer.

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.	
Document Title: _____	Document #: _____
Expiration Date (if any): _____	

I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date (month/day/year)
--	-----------------------

LISTS OF ACCEPTABLE DOCUMENTS

LIST A	LIST B	LIST C
Documents that Establish Both Identity and Employment Eligibility	Documents that Establish Identity	Documents that Establish Employment Eligibility
OR		
<ol style="list-style-type: none"> 1. U.S. Passport (unexpired or expired) 2. Certificate of U.S. Citizenship (<i>Form N-560 or N-561</i>) 3. Certificate of Naturalization (<i>Form N-550 or N-570</i>) 4. Unexpired foreign passport, with <i>I-551 stamp</i> or attached <i>Form I-94</i> indicating unexpired employment authorization 5. Permanent Resident Card or Alien Registration Receipt Card with photograph (<i>Form I-151 or I-551</i>) 6. Unexpired Temporary Resident Card (<i>Form I-688</i>) 7. Unexpired Employment Authorization Card (<i>Form I-688A</i>) 8. Unexpired Reentry Permit (<i>Form I-327</i>) 9. Unexpired Refugee Travel Document (<i>Form I-571</i>) 10. Unexpired Employment Authorization Document issued by DHS that contains a photograph (<i>Form I-688B</i>) 	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <p style="text-align: center; margin: 10px 0;">For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> 10. School record or report card 11. Clinic, doctor or hospital record 12. Day-care or nursery school record 	<p style="text-align: center; padding: 0 10px;">AND</p> <ol style="list-style-type: none"> 1. U.S. social security card issued by the Social Security Administration (<i>other than a card stating it is not valid for employment</i>) 2. Certification of Birth Abroad issued by the Department of State (<i>Form FS-545 or Form DS-1350</i>) 3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (<i>Form I-197</i>) 6. ID Card for use of Resident Citizen in the United States (<i>Form I-179</i>) 7. Unexpired employment authorization document issued by DHS (<i>other than those listed under List A</i>)

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins.

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

<p>I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.</p>	<p>I attest, under penalty of perjury, that I am (check one of the following):</p> <p><input type="checkbox"/> A citizen or national of the United States</p> <p><input type="checkbox"/> A Lawful Permanent Resident (Alien #) A _____</p> <p><input type="checkbox"/> An alien authorized to work until _____ (Alien # or Admission #) _____</p>
---	--

Employee's Signature	Date (month/day/year)
----------------------	-----------------------

Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification. To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____

CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) _____ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name		Date (month/day/year)
Address (Street Name and Number, City, State, Zip Code)		

Section 3. Updating and Reverification. To be completed and signed by employer.

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility. Document Title: _____ Document #: _____ Expiration Date (if any): _____	

I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date (month/day/year)
--	-----------------------

INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Section 1 - Employee. All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. **The employer is responsible for ensuring that Section 1 is timely and properly completed.**

Preparer/Translator Certification. The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

Section 2 - Employer. For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. **Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins.** Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. **However, employers are still responsible for completing the I-9.**

Section 3 - Updating and Reverification. Employers must complete Section 3 when updating and/or reverifying the I-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers **CANNOT** specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:

- examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C),
- record the document title, document number and expiration date (if any) in Block C, and
- complete the signature block.

Photocopying and Retaining Form I-9. A blank I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

For more detailed information, you may refer to the Department of Homeland Security (DHS) Handbook for Employers, (Form M-274). You may obtain the handbook at your local U.S. Citizenship and Immigration Services (USCIS) office.

Privacy Act Notice. The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Customs Enforcement, Department of Labor and Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

Reporting Burden. We try to create forms and instructions that are accurate, can be easily understood and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: **1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response.** If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., Washington, DC 20529. OMB No. 1615-0047.

NOTE: This is the 1991 edition of the Form I-9 that has been rebranded with a current printing date to reflect the recent transition from the INS to DHS and its components.

Form W-4 (2007)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2007 expires February 16, 2008. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 adjust your withholding allowances based on

itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax

for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners/Multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

Nonresident alien. If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2007. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for **yourself** if no one else can claim you as a dependent **A** _____

B Enter "1" if:
 { • You are single and have only one job; or
 • You are married, have only one job, and your spouse does not work; or
 • Your wages from a second job or your spouse's wages (or the total of both) are \$1,000 or less. } **B** _____

C Enter "1" for your **spouse**. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) **C** _____

D Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return **D** _____

E Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) **E** _____

F Enter "1" if you have at least \$1,500 of **child or dependent care expenses** for which you plan to claim a credit **F** _____

(**Note.** Do **not** include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G Child Tax Credit (including additional child tax credit). See Pub 972, Child Tax Credit, for more information.
 • If your total income will be less than \$57,000 (\$85,000 if married), enter "2" for each eligible child.
 • If your total income will be between \$57,000 and \$84,000 (\$85,000 and \$119,000 if married), enter "1" for each eligible child plus "1" **additional** if you have 4 or more eligible children. **G** _____

H Add lines A through G and enter total here. (**Note.** This may be different from the number of exemptions you claim on your tax return.) ► **H** _____

For accuracy, **complete all worksheets that apply.**
 { • If you plan to **itemize or claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
 • If you have **more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married) see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
 • If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

----- Cut here and give Form W-4 to your employer. Keep the top part for your records. -----

Form W-4		Employee's Withholding Allowance Certificate		OMB No. 1545-0074
Department of the Treasury Internal Revenue Service		► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		2007
1 Type or print your first name and middle initial.		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5		
6 Additional amount, if any, you want withheld from each paycheck		6		\$
7 I claim exemption from withholding for 2007, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ►		7		
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (Form is not valid unless you sign it.) ►		Date ►		
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)	10 Employer identification number (EIN)	

Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions, claim certain credits, or claim adjustments to income on your 2007 tax return.

1 Enter an estimate of your 2007 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2007, you may have to reduce your itemized deductions if your income is over \$156,400 (\$78,200 if married filing separately). See *Worksheet 2* in Pub. 919 for details.) 1 \$ _____

2 Enter: $\left\{ \begin{array}{l} \$10,700 \text{ if married filing jointly or qualifying widow(er)} \\ \$7,850 \text{ if head of household} \\ \$5,350 \text{ if single or married filing separately} \end{array} \right\}$ 2 \$ _____

3 **Subtract** line 2 from line 1. If zero or less, enter “-0-” 3 \$ _____

4 Enter an estimate of your 2007 adjustments to income, including alimony, deductible IRA contributions, and student loan interest 4 \$ _____

5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 8* in Pub. 919) 5 \$ _____

6 Enter an estimate of your 2007 nonwage income (such as dividends or interest) 6 \$ _____

7 **Subtract** line 6 from line 5. If zero or less, enter “-0-” 7 \$ _____

8 **Divide** the amount on line 7 by \$3,400 and enter the result here. Drop any fraction 8 _____

9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 9 _____

10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 10 _____

Two-Earners/Multiple Jobs Worksheet (See *Two earners/multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) 1 _____

2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$50,000 or less, do not enter more than “3.” 2 _____

3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter “-0-”) and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet 3 _____

Note. If line 1 is *less than* line 2, enter “-0-” on Form W-4, line 5, page 1. Complete lines 4–9 below to calculate the additional withholding amount necessary to avoid a year-end tax bill.

4 Enter the number from line 2 of this worksheet 4 _____

5 Enter the number from line 1 of this worksheet 5 _____

6 **Subtract** line 5 from line 4 6 _____

7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here 7 \$ _____

8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed 8 \$ _____

9 Divide line 8 by the number of pay periods remaining in 2007. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2006. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck 9 \$ _____

Table 1

Table 2

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$4,500	0	\$0 - \$6,000	0	\$0 - \$65,000	\$510	\$0 - \$35,000	\$510
4,501 - 9,000	1	6,001 - 12,000	1	65,001 - 120,000	850	35,001 - 80,000	850
9,001 - 18,000	2	12,001 - 19,000	2	120,001 - 170,000	950	80,001 - 150,000	950
18,001 - 22,000	3	19,001 - 26,000	3	170,001 - 300,000	1,120	150,001 - 340,000	1,120
22,001 - 26,000	4	26,001 - 35,000	4	300,001 and over	1,190	340,001 and over	1,190
26,001 - 32,000	5	35,001 - 50,000	5				
32,001 - 38,000	6	50,001 - 65,000	6				
38,001 - 46,000	7	65,001 - 80,000	7				
46,001 - 55,000	8	80,001 - 90,000	8				
55,001 - 60,000	9	90,001 - 120,000	9				
60,001 - 65,000	10	120,001 and over	10				
65,001 - 75,000	11						
75,001 - 95,000	12						
95,001 - 105,000	13						
105,001 - 120,000	14						
120,001 and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, and the District of Columbia for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

10 Hour Day Rate to 8 Hour Day Conversion

The Fair Labor Standards Act (FLSA) requires that non-exempt workers be paid overtime for work in excess of 40 Hours in a week. (California requires daily overtime over 8 hours.) The following table can be used as an aid on converting 10 hour deals to 8 hour rates so that daily overtime can be properly calculated avoiding the need to make weekly adjustments based on the FLSA regulations. By applying these rates, the Gross Pay per day will equal be the same as the 10 hour daily overtime calculation. Use of this table does not eliminate liabilities arising from under payment of overtime under the FLSA.

<u>10 Hour Day</u>	<u>Straight Time</u> (1st 8 Hours)	<u>1.5XBase 8</u> (Hours 9 & 10)	<u>1.5X/Base 10</u> (Hours after 10)	<u>2X/Base 10</u> (If applicable)	<u>2.5X Rate</u> (If applicable)	<u>3X Rate</u> (If applicable)
1000.00	90.9091	136.3636	150.00	200.00	250.00	300.00
950.00	86.3636	129.5455	142.50	190.00	237.50	285.00
900.00	81.8182	122.7273	135.00	180.00	225.00	270.00
850.00	77.2727	115.9091	127.50	170.00	212.50	255.00
800.00	72.7273	109.0909	120.00	160.00	200.00	240.00
750.00	68.1818	102.2727	112.50	150.00	187.50	225.00
700.00	63.6364	95.4545	105.00	140.00	175.00	210.00
650.00	59.0909	88.6364	97.50	130.00	162.50	195.00
600.00	54.5455	81.8182	90.00	120.00	150.00	180.00
575.00	52.2727	78.4091	86.25	115.00	143.75	172.50
550.00	50.0000	75.0000	82.50	110.00	137.50	165.00
525.00	47.7273	71.5909	78.75	105.00	131.25	157.50
500.00	45.4545	68.1818	75.00	100.00	125.00	150.00
475.00	43.1818	64.7727	71.25	95.00	118.75	142.50
450.00	40.9091	61.3636	67.50	90.00	112.50	135.00
425.00	38.6364	57.9545	63.75	85.00	106.25	127.50
400.00	36.3636	54.5455	60.00	80.00	100.00	120.00
375.00	34.0909	51.1364	56.25	75.00	93.75	112.50
350.00	31.8182	47.7273	52.50	70.00	87.50	105.00
325.00	29.5455	44.3182	48.75	65.00	81.25	97.50
300.00	27.2727	40.9091	45.00	60.00	75.00	90.00
275.00	25.0000	37.5000	41.25	55.00	68.75	82.50
250.00	22.7273	34.0909	37.50	50.00	62.50	75.00
235.00	21.3636	32.0455	35.25	47.00	58.75	70.50
225.00	20.4545	30.6818	33.75	45.00	56.25	67.50
200.00	18.1818	27.2727	30.00	40.00	50.00	60.00
175.00	15.9091	23.8636	26.25	35.00	43.75	52.50
150.00	13.6364	20.4545	22.50	30.00	37.50	45.00
125.00	11.3636	17.0455	18.75	25.00	31.25	37.50
100.00	9.0909	13.6364	15.00	20.00	25.00	30.00
75.00	6.8182	10.2273	11.25	15.00	18.75	22.50
% of 8 Hour Straight Time Rate		150.00%	165.00%	220.00%	275.00%	330.00%

8 Hour Straight Time Rate = 10 Hour Rate divided by 11

Note: Rounding to two digits past the decimal may cause small rounding errors of a few cents in the final total.

12 Hour Day Rate to 8 Hour Day Conversion

The Fair Labor Standards Act (FLSA) requires that non-exempt workers be paid overtime for work in excess of 40 Hours in a week. (California requires daily overtime over 8 hours.) The following table can be used as an aid on converting 12 hour deals to 8 hour rates so that daily overtime can be properly calculated avoiding the need to make weekly adjustments based on the FLSA regulations. By applying these rates, the Gross Pay per day will equal be the same as the 12 hour daily overtime calculation. Use of this table does not eliminate liabilities arising from under payment of overtime under the FLSA.

<u>12 Hour Day</u>	<u>Straight Time</u> (1st 8 Hours)	<u>1.5XBase 8</u> (Hours 9 - 12)	<u>1.5X/Base 12</u> (Hours after 12)	<u>2X/Base 12</u> (If applicable)	<u>2.5X Rate</u> (If applicable)	<u>3X Rate</u> (If applicable)
1000.00	71.4286	107.1429	125.00	166.6667	208.3333	250.00
950.00	67.8571	101.7857	118.75	158.3333	197.9167	237.50
900.00	64.2857	96.4286	112.50	150.0000	187.5000	225.00
850.00	60.7143	91.0714	106.25	141.6667	177.0833	212.50
800.00	57.1429	85.7143	100.00	133.3333	166.6667	200.00
750.00	53.5714	80.3571	93.75	125.0000	156.2500	187.50
700.00	50.0000	75.0000	87.50	116.6667	145.8333	175.00
650.00	46.4286	69.6429	81.25	108.3333	135.4167	162.50
600.00	42.8571	64.2857	75.00	100.0000	125.0000	150.00
575.00	41.0714	61.6071	71.88	95.8333	119.7917	143.75
550.00	39.2857	58.9286	68.75	91.6667	114.5833	137.50
525.00	37.5000	56.2500	65.63	87.5000	109.3750	131.25
500.00	35.7143	53.5714	62.50	83.3333	104.1667	125.00
475.00	33.9286	50.8929	59.38	79.1667	98.9583	118.75
450.00	32.1429	48.2143	56.25	75.0000	93.7500	112.50
425.00	30.3571	45.5357	53.13	70.8333	88.5417	106.25
400.00	28.5714	42.8571	50.00	66.6667	83.3333	100.00
375.00	26.7857	40.1786	46.88	62.5000	78.1250	93.75
350.00	25.0000	37.5000	43.75	58.3333	72.9167	87.50
325.00	23.2143	34.8214	40.63	54.1667	67.7083	81.25
300.00	21.4286	32.1429	37.50	50.0000	62.5000	75.00
275.00	19.6429	29.4643	34.38	45.8333	57.2917	68.75
250.00	17.8571	26.7857	31.25	41.6667	52.0833	62.50
235.00	16.7857	25.1786	29.38	39.1667	48.9583	58.75
225.00	16.0714	24.1071	28.13	37.5000	46.8750	56.25
200.00	14.2857	21.4286	25.00	33.3333	41.6667	50.00
175.00	12.5000	18.7500	21.88	29.1667	36.4583	43.75
150.00	10.7143	16.0714	18.75	25.0000	31.2500	37.50
125.00	8.9286	13.3929	15.63	20.8333	26.0417	31.25
100.00	7.1429	10.7143	12.50	16.6667	20.8333	25.00
75.00	5.3571	8.0357	9.38	12.5000	15.6250	18.75
% of 8 Hour Straight Time Rate		150.00%	175.00%	233.33%	291.66%	350.00%

8 Hour Straight Time Rate = 12 Hour Rate divided by 14

Note: Rounding to two digits past the decimal may cause small rounding errors of a few cents in the final total.



Take-home Pay for Freelance Employees

Freelance employees often complain to us about the level of withholding taxes that are deducted from their gross pay. Sometimes they seem to high and sometimes we even get complaints that they are too low.

First, please be assured that the amounts that we deduct are the amounts mandated by the IRS. The problem is how the IRS and state tax tables determine the appropriate amounts. The IRS and state tax tables are designed to properly calculate the tax liability presuming that the employee receives roughly the same amount of pay every week, 52 weeks per year. Since Freelance employees are rarely employed with that consistency, they are often overwithheld. While this is certainly an inconvenience, freelance employees are entitled to a refund of any overwithholding when they file their tax returns.

Example:

Week 1: Gross Pay \$1000.00 – The tax tables compute tax liability presuming that he/she earns **\$52,000** per year.

Week 2: Gross pay \$2500.00 – The tax tables compute tax liability presuming that he/she earns **\$130,000** per year.

Earning \$52,000 per year has a significantly different tax liability than earning \$130,000 per year. Thus the employee is likely overwithheld.

Freelance Employees can control, to some degree, the percentage of withholding by adjusting their W-4 forms. Basic information about this is contained in the IRS Publication 919 *How Do I Adjust My Tax Withholding?* available at: <http://www.irs.gov/pub/irs-pdf/p919.pdf> .

State Tax Withholding

Withholding of state income taxes is generally based on the state in which the work is performed. This is consistent with state laws as noted for some specific states below. Except for states that have no income tax on wages, (Alaska, Florida, Nevada, South Dakota, Texas, Washington and Wyoming) most states have similar requirements. If the state has no income tax requirements, then we would usually withhold state tax based on the state of residence. Where states have unrestricted reciprocal agreements, we withhold per the agreements. Below are some examples of state withholding requirements:

California Income Tax Withholding and Administration

General Withholding Requirement: California income tax must be withheld from wages paid to resident employees for services performed either within or without the state and from wages paid to nonresident employees for services performed in the state.

New York Income Tax Withholding and Administration

General Withholding Requirement: New York income tax must be withheld from wages paid to resident employees for services performed either within or without the state and from wages paid to nonresident employees for services performed in the state. However, when resident employees are

subject to another state's withholding tax, New York tax is to be withheld from their wage payments only to the extent it exceeds the other state's withholding tax on the same wages.

Pennsylvania Income Tax Withholding and Administration

General Withholding Requirement: Pennsylvania income tax generally must be withheld from wages paid to resident employees for services performed either within or without the state and from wages paid to nonresident employees for services performed in the state. However, when resident employees perform all their services in another state, their wages are not subject to Pennsylvania withholding if the other state imposes a withholding tax on their wages.

Hawaii Income Tax Withholding and Administration

General Withholding Requirement: Hawaii income tax generally must be withheld from all wages paid to resident and nonresident employees for services performed either within or without the state.

We cannot honor the Hawaii HW-6 exemption as we cannot answer positively the requirement that: "The employer does not reasonably expect the employee to perform services in the State an aggregate of more than 60 days during the calendar year." We have no way of knowing if an individual will be hired by one of our clients in the coming year. Further an exemption from withholding is not an exemption from taxes. Hawaii law requires non-residents to file a state income tax return and pay Hawaii income tax on in state earnings of over \$1990 - Married or \$2690 - Single in a year.

Income taxed by the state worked is often not subject to taxation in the resident state (see PA above) or only the tax differential is owed to the resident state (see NY above), but these rules do vary from state to state. The result of this can, depending on the state worked and the state of residence, result in a lower overall tax obligation for the employees. Employees will receive W-4 forms for all states in which they were withheld and can file returns with each state to recover any over withholding. If you are using an accountant or a tax preparation service or software, this is a relatively simple process.

We do suggest that you also consult a tax professional, as freelancers' tax obligations are often more complicated than we can address.

30 West 22nd Street, 5th Floor - New York, New York 10010 - Tel: 212-366-9390 Fax: 212-366-9398
500 S. Sepulveda Blvd., 4th Floor - Los Angeles, CA 90049 - Tel: 310-440-9600 Fax: 310-472-9979

Kit Rentals, Per Diems and Mileage Reimbursements

Kit Rentals - Under IRS regulations, if proper documentation is presented, Kit Rentals are reportable, but not subject to withholding or payroll taxes. If detailed invoices itemizing what is being rented are signed by a production company representative, and presented along with a timecard, the rental amount can be included in the employee's payroll check. The rental amounts must reflect fair market values. If proper documentation is not presented, the reimbursement must be treated as taxable wages. A generic Kit Rental form can be found on a following page.

Per Diems - Are non-accountable monies given to employees to cover food and lodging expenses while traveling. They are given in lieu of the employer paying for or reimbursing employee for specific receipts for these expenses. As long as they do not exceed IRS guidelines Per Diems are reportable, but are not subject to withholding or payroll taxes. Allowable per diem rates for lodging and meals vary by locality. Specifics for localities can be found on our website: www.media-services.com in the Tool Box area. .

If the Per Diem provided exceeds the IRS allowances, the difference must be treated as wages and taxed as such. If the production company is paying the bills for lodging or meals, or is issuing petty cash, which must be accounted for with receipts, and there are no limits on the amounts which can be spent. None of these expenses are considered income to the employee.

Mileage - Reimbursement for mileage is reportable, but not subject to withholding or payroll taxes if they do not exceed 2007 IRS guidelines of 48.5 cents per mile. A generic Mileage Reporting Form can be found on a following page.

Forms on the following pages

Kit Rental Form
Mileage Reporting Form

BOX/KIT RENTAL AGREEMENT

DATE: _____

NAME: _____

SOCIAL SECURITY# _____

JOB NAME/NUMBER _____

Date	Quantity	Description	Unit Price	Amount

Total Rental Amount: _____

Employee Signature: _____

Authorized By: _____

