



UNITED SCENIC ARTISTS, LOCAL USA-829

29 WEST 38TH STREET, NEW YORK, NY. 10018

(212) 581-0300 FAX (212) 9772011

**Television Independent Commercial
Production Agreement**

EIN: _____

*An Agreement between Rogue Films (the Producer)
and **United Scenic Artists, Local USA-829 of the International Alliance
of Theatrical Stage Employees (the Union)** made 11/16/17*

The Producer hereby represents that:

It is the producer of a motion picture being made expressly as a commercial advertisement for
JetBlue Branded Content

- The dates for the preparation phase of the production are 11/21/18
- The dates for the 'shoot' phase of the production are TBD
- The dates for the restoration and 'wrap' phase of the production are 12/12/17
- The studio and locations as JFK Airport

For the production described in Part 1 above, the Producer and the Union hereby agree:

- That the producer will employ certain classifications of employees to perform covered work under the terms and conditions of the commercial production agreement in force in the jurisdiction of United Scenic Artists, Local USA-829 of the I.A.T.S.E. as those terms and conditions are presented in the attached Summary of the Independent Commercial Production Agreement
- That this *Agreement* and the attached *Summary of the Commercial Production Agreement* constitute the entire agreement between the parties.
- That this *Agreement* is binding only for the production described above, and that this *Agreement* does not bind the parties beyond the duration and scope of this production.

The Producer hereby authorizes CAPS Payroll

to act as payroll house/paymaster for individuals employed under this *Agreement* and warrants that the payroll will be processed not later than 15 working days after the wrap date.

The Producer hereby represents that the motion picture production described in Part 1 above is being made expressly as a commercial advertisement intended for viewing on a television, video or any other kind of viewing screen without regard for the means of its distribution and includes motion pictures created on film, video tape or by any other mechanical, electronic, magnetic or digital means of recording.

AGREED TO and ACCEPTED BY:

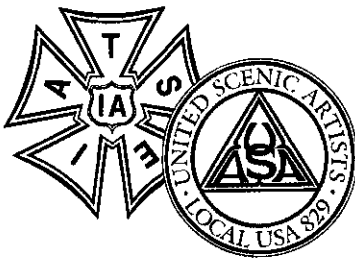
for United Scenic Artists, Local USA-829

date: 11/16/17

authorized signature of producer

print name

address of production company



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**TELEVISION COMMERCIAL INDEPENDENT PRODUCTION
 AGREEMENT SUMMARY 2017**

COVERED EMPLOYMENT:

Employment in Television Commercial Production in the classifications of employment set forth below, within a 50-mile radius of New York City, and all of Nassau and Suffolk Counties. Any employees hired locally outside the 50 mile zone shall be covered under the terms of the current IATSE Commercial Production Agreement except that all wage rates shall be paid at a 10% premium.

CLASSIFICATIONS OF EMPLOYEES AND RATES: THESE ARE MINIMUM RATES

	<u>8-Hour Day</u>	<u>9th&10th</u>	<u>11th&12th</u>
Art Director	\$1016.31	1.5X	2X.
Costume Des./Stylist	\$786.99	1.5X	2X
Charge Scenic Artist /Stand-By	\$726.28	1.5X	2X
Journey Scenic Artist	\$593.55	1.5X	2X
Asst Art Director	\$587.74	1.5X	2X
Asst Cost Des./Stylist	\$587.74	1.5X	2X
Art Department Coordinator	\$587.74	1.5X	2X

THESE ARE MINIMUM RATES

WORK DAY:

- For Design and ADC classifications: any 8 hrs.out of 24 hr period; any 5 consecutive days. A 6th consecutive day worked is paid at 1½X and 7th worked day is paid at 2X. for all categories there is a minimum 8 hour guaranteed call, except Sunday when the minimum call shall be 4 hours for charge Artist and Scenic Artist only.
- For Charge Scenic Artists and Journey Scenic Artists
 The regular workday is any 8 hrs between 7 a.m. and 8 p.m. Monday to Friday. On Monday thru Friday, all straight-time hrs worked between 8 p.m. and midnight receives a premium of 15% of the straight-time rate; all straight-time hrs worked between midnight and 7 a.m. receive a premium of 25% of the straight-time rate. On Saturday, hrs are at 1.5X to 8 p.m. to midnight are paid at 2X. All straight-time hrs on Sunday are paid at 2X.
- At all days and times, the 13th of the 15th hrs are paid at 2½x; all work after the 15th hour paid at 3x. No work permitted after 15 hours except with written permission of the Union.

TURNAROUND: 10-hour turnaround – first 4 half hrs infringed upon paid at 2x; over 2hr infringement paid @3X.

- A minimum 32 hour rest period shall be given after the 7th consecutive workday between work weeks. 2x for all hours invaded

TERMINATION NOTICE:

Employees must be notified of a layoff by 2:30 p.m. of the business day before the layoff. If the Employer fails to so notify the Employee, the employee will be paid for the next workday.

BENEFITS: In order to provide certain Pension and Welfare benefits to persons employed under this Agreement, the Employer shall make benefit contributions on behalf of each and every person employed hereunder in an aggregate amount of 20% of the employee's gross wages. To provide pension benefits, 8% shall be apportioned to the United Scenic Artist Pension Fund. To provide welfare benefits, 12% shall be apportioned to the IATSE National Health and Welfare Fund.

X _____ *Producer's initials*

SUMMARY TELEVISION INDEPENDENT PRODUCTION AGREEMENT Cont'd

The Employer agrees to withhold and contribute on a before-tax basis the percentage of wages which the individual employee has designated to the employer, in writing from time to time, as the employee's salary deferral election under the United Scenic Artists Local 829 Retirement 401K Fund and to forward said contribution by mail to Administrative Services Only, Inc.
303 Merrick Road, Suite 300 Lynnbrook, NY 11563

DUES:

The Employer will deduct 2% of the gross wages as administrative dues and remit such to the Local Union at 29 west 38th Street, 15th Floor, New York, NY 10018.

MEALS:

- MEAL PERIOD:
 - 1st Meal: After four (4) hours but no later than six (6) hours from starting time.
 - 2nd Meal: No later than the sixth (6) hour after the end of the previous meal
- MEAL PENALTY: \$20 for the first ½ hour or portion thereof; \$25 for the second ½ hour or portion thereof; and \$30 for each additional ½ hour or portion thereof.
- MEAL ALLOWANCE:

On location shoots, if the employer does not provide a hot meal, the Employer will pay each employee the following meal allowances:

Breakfast: \$10.00; Lunch: \$15.00; Dinner: \$30.00.

DISTANT LOCATIONS:

Travel time is payable as contiguous work time up to 8 hours per any 24 hour day as follows:

Studios and location within a 25-mile radius of Columbus Circle are 'report-to' locations.

Studios and locations beyond 25 miles shall incur travel time and transportation expenses from the edge of the 25 mile radius.

On out-of-town overnight location the accommodations shall be provided by the Employer, which shall be in addition to the meal allowances set forth below for any meals not provided to the Employee by the Employer during the work day. Contributions to the pension and welfare funds shall be made equal to 8 hours worked for all idle days.

HOLIDAYS:

All hours worked on the following holidays will be paid at the rate of doubletime:

New Year's Day, Martin Luther King, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day after Thanksgiving and Christmas Day.

UNION REPRESENTATION:

The employer recognizes United Scenic Artists, Local USA-829, I.A.T.S.E. as the exclusive bargaining agent for the crafts represented herein. Representatives of the Union shall have free access to all locations of the employer where persons employed under this agreement are working.

NO ALTERATIONS:

Any alteration of this form or the text of the language herein without the expressed, written consent of United Scenic Artists, Local USA 829 shall render the execution of this document null and void.

X _____
Producer's Initials