

Television Commercial Production Agreement

between

**United Scenic Artists
Local USA829, I.A.T.S.E.**

and the

Association of Independent Commercial Producers

November 1, 2008 — April 30, 2012

**AGREEMENT BETWEEN
UNITED SCENIC ARTISTS, LOCAL USA829, IA.T.S.E. AND THE
ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS, INC.**

An AGREEMENT made and entered into by and between United Scenic Artists, Local USA-829 of the International Alliance of Theatrical Employes, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories & Canada, AFL-CIO, CLC (hereinafter referred to as the "Union") and the Association of Independent Commercial Producers, Inc. (hereinafter referred to as the "AICP") for and on behalf of certain of its production company members who have authorized the AICP to negotiate and execute this Agreement, which said members (hereinafter referred to as the "Employer") are engaged in the production of commercial advertisements.

WITNESSETH

WHEREAS, the AICP is a membership corporation organized under and by virtue of the laws of the State of New York; and

WHEREAS, the AICP has negotiated with the Union and reached an agreement with the Union for, and on behalf, of certain AICP production company members who shall become parties hereto by executing this Agreement; and

WHEREAS, the AICP and the Union desire and intend to incorporate their understanding and agreement into a written instrument in the form of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Union and the Employer agree as follows:

1. RECOGNITION.

The Employer recognizes the Union as the sole and exclusive collective bargaining agent of persons who are employed in the categories of employment covered under this Agreement, in the production of commercial advertisements (commercials). Commercials covered under this Agreement shall include commercials made on film, magnetic tape, digitally or any other technological method and by whatever means including motion picture film camera, video camera, electronic camera or other mechanical device and without regard to the manner of distribution.

It is expressly understood and agreed that the AICP does not assume any of the obligations of the Employer hereunder or guarantee performance by any Employer of the terms, conditions and provisions of the Agreement.

2. WARRANTY.

The Union represents and warrants, and it is of the essence hereof, that it represents for collective bargaining purposes, a majority of the Employees employed by the Employer described in Article 4, below.

3. JURISDICTION.

The geographic jurisdiction of this Agreement (herein "jurisdiction") consists of the states of New York, New Jersey, Connecticut, Pennsylvania and Delaware. The terms and conditions of this Agreement shall apply to any and all persons employed by the Employer to perform covered employment as follows:

- a. Any person performing covered employment within a 'zone', which consists of all the territory within a fifty (50) mile radius of Columbus Circle in New York City and which shall extend to include all of Nassau and Suffolk counties in the state of New York.
- b. Any person who is hired within the 'zone' set forth above and employed in the categories of employment covered under this Agreement but within the jurisdiction.
- c. If the employer opts to hire locally outside the 50-mile zone defined in Paragraph (a), above, but within the jurisdiction, such employees shall be covered under the same terms and conditions as those contained 2007 IATSE AICP Commercial Production Agreement, or its successor agreement, if the Employer is signatory to the 2007 IATSE — AICP Commercial Production Agreement or its successor agreement, with respect to the employees described in this paragraph 3(c).

4. **SCOPE**

- a. This Agreement applies and is limited in its application to the following categories of employment: Art Directors, Scenic Designers, Costume Designer/Stylists, Charge Scenic Artists, Journey Scenic Artists and Stand-By Scenic Artists (hereinafter collectively called "Employees") who are employed or engaged in commercial production that is produced by the Employer. In no case shall any employee receive less than the rates and standards provided for in this Agreement. It is understood that the term "Art Director" is synonymous with the term "Production Designer".
- b. The following generally describes but does not limit the work performed by the above named crafts: continuity sketches as a tool of the Art Director, perspectives, plans and elevations, full size details, sketches of sundry properties, painting and application, by brush or applied by any other means, of decorative wall coverings, sculpturing and modeling, miniature sets and/or models, and designing, finding and coordinating the use of all costumes and wardrobe accessories including the performer's personal wardrobe. It is understood that this paragraph is intended to include the practices of the Employer with respect to this article which have heretofore or are presently existing or which may hereafter be mutually agreed upon. All work of Costume Designers (Stylists) shall be performed exclusively by Costume Designers (Stylists) covered by this Agreement.
- c. The work performed by an employee who does painting or an employee who handles costumes, whichever the Producer in its discretion selects, shall include the allied craft of special freehand artistic painting of scenes or designs on costumes covered hereunder, which painting the Producer (i) has approved and (ii) has the right to control; but excludes patches, lettering, decals, dying and commercially available appliques.
- d. Whenever the Employer has work performed that is covered employment under this Agreement, such work shall be performed by the appropriate category of employee under this Agreement, and all such work shall be performed under the terms and conditions of this Agreement. There shall be no minimum or maximum number of persons employed in any category of employment.

If a question arises with regard to the preceding paragraph, the existing practices of the Employer and the Union shall prevail until such time as the AICP and the Union may meet and reach agreement on successor terms and conditions and memorialize such agreement in writing. If the issue is not resolved in bargaining, it shall be submitted to arbitration in accordance with the dispute resolution provisions of this Agreement.

- e. With respect to multiple sets and multiple stages, the past practice concerning employment of Employees covered by this Agreement shall prevail.
- f. Whenever art direction, scene design, costume design, styling, scenic art, scene painting, property painting, or costume painting is performed on a commercial production, and it is established that covered work was performed by a person who was not employed under this Agreement, the Employer shall pay a penalty to the Union in an amount equal to one and one-half times the amount of pay that would have been due and payable if a covered employee had performed the work in question; however, said penalty shall not be applicable if all of the following obtain: (i) if during normal business hours, the Employer notifies the Union that covered work shall be performed (such notification shall not be required outside of normal business hours), (ii) if the Union cannot refer qualified personnel to perform the covered work within a timeframe that is practicable for the Employer's production needs and (iii) the Employer pays all fringe benefits due under this Agreement for the work performed.
- g. All work being executed covered by the jurisdiction of the Scenic Artists, shall be under the direction of a Scenic Artist covered by this Agreement who shall be known as a Chargeman.

5. UNION SECURITY CLAUSE

- a. All present Employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later.
- b. When the Employer is notified by the Union in writing that an Employee is delinquent in payment of Union dues and assessments or has failed within the time prescribed in paragraph 4 to make proper application for membership and pay the required initiation fee, the Employer shall immediately terminate such Employee until such time as the Union has notified the Employer that the Employee is in good standing or has become a member of the Union.

6. CHECKOFF.

- a. The Employer will deduct all Union membership dues and assessments as provided in the standard authorization form of the Union, provided that it has received such a form signed by the employee and has not received the revocation provided for in such form. Immediately upon hiring any Employee for whom it has not received a signed authorization, the Employer shall (i) advise the Employee of the deduction procedures provided for in this Agreement, (ii) give the Employee an authorization form a supply to be provided by the Union, (iii) advise the Union in writing of the name, address, classification and job assignment of the Employee, date of hire, and the date upon which the above steps were completed, and (iv) send to the Union the Union copy of the authorization, if any, signed by the Employee.

- b. The employer agrees to transmit said dues to the Union within thirty (30) days after they are due. Upon making each payment, the Employer will furnish a statement of the Employees and the dates of their employment on whose account the dues have been collected.

7. NO STRIKE - NO LOCKOUT.

The Union hereby agrees that during the term of this Agreement, the Union will not strike, picket, or boycott, the Employer, and the Employer agrees that there will be no lockout during the same period.

8. BETTER TERMS AND CONDITIONS.

The terms and conditions set forth in this Agreement are minimums. Nothing set forth herein shall be construed so as to prevent any person employed hereunder from receiving terms and conditions from the Employer, which are better than the terms and conditions provided for herein.

9. WORK HOURS.

- a. When covered work is *performed for photography*, the working hours for all categories of employees shall be as follows:
 - I. The minimum work day shall be any eight (8) consecutively worked hours (excluding meal periods) within a twenty-four (24) hour period. Hours in excess of eight (8) shall be paid at the applicable overtime rate as provided for herein.
 - II. The work week shall be any five (5) consecutively worked days; a sixth (6th) consecutively worked day shall be paid at the *6th day premium*, and a seventh (7th) worked day shall be paid at the *seventh day premium rate* as set forth herein.
 - III. For the purposes of this Agreement, work "*performed for photography*" is herein defined as work performed on the day of photography; "photography" being herein defined as the actual recording of a motion picture image, regardless of the method or technology of recording. Work not *performed for photography* shall be paid as set forth in paragraph 9(b), below.
- b. When covered work is not *performed for photography*, the working hours for Charge Scenic Artists and Journey Scenic Artists shall be as follows:
 - I. The minimum work day shall be any eight (8) consecutively worked hours (excluding meal periods) during the hours from 7:00 a.m. to 8:00 p.m. Hours in excess of eight (8) shall be paid at the applicable overtime rate as provided for herein. All hours worked during the period from 8:00 p.m. to midnight shall be paid at a premium in an amount equal to ten percent (10%) of the straight-time, Journey Scenic Artist rate for any hours when a higher, overtime rate or premium rate is not already in effect, and all hours worked during the period from midnight to 7:00 a.m. shall be paid at a premium in an amount equal to twenty percent (20%) of the straight-time, Journey Scenic Artist rate for any hours when a higher, overtime rate or premium rate is not already in effect.
 - II. The work week shall be from 7:00 a.m. Monday to 8:00 p.m. Saturday. All hours worked during the period from 8:00 p.m. Saturday to midnight shall be paid at the premium rate of time and one-half. All hours worked on Sunday shall be paid at doubletime.

- c. Any Employee called to work during a regular working day shall receive a minimum of eight (8) hours straight time pay for any work performed during said regular working day, except on Sunday, when the minimum call shall be four (4) hours paid at doubletime.

10. **WAGES.**

a. Rates.

Persons employed under this Agreement shall be paid by category of employment and according to the *Rate Schedule* appended hereto. These rates reflect three percent (3%) increase effective June 1, 2009. The rates in the 2005 – October 31, 2008 Agreement were in effect for the period November 1, 2008 through May 31, 2009. The *regular hourly rate* and the wage for a *regular workday* are set forth in said *Rate Schedule*. All rates of compensation shall be increased by three percent (3%) on May 1, 2010 and again by three percent (3%) on May 1, 2011. Said increases shall be compounded year over year.

b. Overtime and Premium Pay.

The following rates shall obtain whenever higher premiums are not in effect; however, there shall be no pyramiding of premium pay hereunder:

- I. On a *regular workday*, the 9th and 10th hours worked shall be paid at 1½ times the *regular hourly rate of pay*, and the 11th and 12th hours worked shall be paid at 2 times the *regular hourly rate of pay*.
- II. The *6th day premium* shall be: the first 8 hours worked shall be paid at 1½ times the rate for the *regular workday*, and the 9th through the 12th hours worked shall be paid at 2 times the *regular hourly rate of pay*.
- III. The *7th day premium* shall be: the first 12 hours worked shall be paid at 2 times the rate for the *regular workday*.
- IV. On any day worked, all worked time after the 13th through the 15th worked hours shall be paid at 2½ times the *regular hourly rate of pay*, and all worked time after the 15th worked hour shall be paid at 3 times the *regular hourly rate of pay*. However, the Employer shall not require any person employed under this Agreement to work past the end of the 15th worked hour without the written permission of the Union.
- V. All overtime and premium pay shall be paid in increments of one-half hour and shall be based on hours worked not hours elapsed.
- VI. In no event, shall any Employee be paid less than the full, 8-hour, straight-time rate for any work call during overtime or premium hours.

11. **MEALS.**

- a. During the course of any workday, Employees covered hereunder shall be granted a deductible meal period of a least 60 minutes. Said meal period shall occur between the beginning of the 4th and the beginning of the 6th hour after the start of the Employees' work-time. Additional meal periods shall subsequently occur not later than the beginning of the 6th hour after the end of the previous meal period. When the Employer provides a hot, catered meal, the deductible meal period shall be at least 30 minutes in length and shall begin when the last crew member has been initially served.

- b. If each employee on the crew does not stop work to take a required meal break, the employer shall incur a *meal penalty* to be paid to such employee in the amount of \$15.00 for the first half-hour or any part thereof, and \$17.50 for the second half-hour or any part thereof, and \$20.00 for each additional half-hour or any part thereof.
- c. At any studio or location where there are no convenient restaurants or other food service facilities available within a 15-minute walk, which are adequate to provide for a sit-down, hot meal, the Employer shall pay to each Employee meal *money* in sum of \$8.00 for breakfast, \$12.00 for lunch and \$25.00 for dinner. For the purposes of this Agreement, the breakfast period shall be from 6:00 a.m. to 11:59 a.m., the lunch period shall be from noon to 5:59 p.m., and the dinner period shall be from 6:00 p.m. to 5:59 a.m.

12. **TURNAROUND.**

An Employee covered under this Agreement must be granted a minimum of ten (10) hours between his/her dismissal from work and his/her start-time on the next workday. The Employee shall be paid a penalty for each half hour or portion of a half hour worked on the next workday that infringes upon the 10-hour minimum. For each of the first four half hours infringed upon, an Employee shall be paid at two (2) times the straight-time hourly rate of pay. For all time infringed upon in excess of two hours, the Employee shall be paid at three (3) times the prevailing hourly rate of pay.

13. **CANCELLATIONS.**

An Employer must notify an Employee of a layoff, postponement or cancellation by 2:30 p.m. of the day before the first day of the layoff, postponement or cancellation. If the Employer fails to so notify the Employee, the Employee shall be paid in full for the day as though worked and whether or not called to work by the Employer.

14. **HOLIDAYS.**

If worked, the following holidays shall be paid at the *7th day premium*:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day (observed)	Thanksgiving Day
Memorial Day	The Day after Thanksgiving
Independence Day	Christmas Day

Unless officially observed otherwise, if a holiday falls on a Saturday, the Friday before shall be considered to be the holiday, and if the holiday falls on a Sunday, the Monday after shall be considered to be the holiday.

15. **MATERIAL.**

The Employer must furnish all materials, tools and brushes.

16. **SAFETY.**

- a. The Employer shall comply with all applicable Federal, State and Local laws regarding occupational health and safety, and health and safety in the workplace wherever persons are employed by the Employer under this Agreement.
- b. The Employer shall institute and maintain all necessary precautions to provide every Employee a safe and healthful workplace in which exposure to hazards is maintained below the risk level as determined by the Occupational Safety and Health Administration Permissible Exposure Level (OSHA-PEL) standards.
- c. Lockers:

Employer shall provide a safe and sanitary place for clothing of their Employees, when the production takes place in a studio setting.

17. **FRINGE BENEFITS.**

- a. In order to provide certain pension and welfare benefits to persons employed under this Agreement, the Employer shall make benefits contributions on behalf of each and every person employed hereunder in an aggregate amount of one hundred dollars (\$100.00) per day of employment. To provide pension benefits, fifty dollars (\$50.00) of the aggregate amount shall be apportioned to the United Scenic Artists Pension Fund. To provide welfare benefits, fifty dollars (\$50.00) of the aggregate amount shall be apportioned to the United Scenic Artists Welfare Fund. Except as may be otherwise provided for in this Agreement, the Employer shall remit the aggregate amount of one hundred dollars (\$100.00) in a single check made payable to the United Scenic Artists Pension and Welfare Funds.
- b. If required in order for the fringe benefits contributions made by the Employer pursuant to this Agreement to be accepted by the respective funds, the Employer hereby agrees to be bound by each of the respective trust agreements and declarations of trusts of the several funds including the United Scenic Artists Pension Fund, the United Scenic Artists Welfare Fund and the United Scenic Artists Local 829 Retirement 401(k) Fund).

The Employer hereby agrees even as if said trust agreements and declarations of trust were attached hereto in their entirety. The Employer hereby accepts the current, sitting trustees of each of the said funds and those trustee's authority to act on behalf of the Employer in the direction of their respective fund. The Employer hereby agrees to execute such fund documents as may be necessary for the Employers participation in the funds as provided for in this Agreement.

- c. In addition to foregoing fringe benefit consideration on the part of the Employer, the Employer shall withhold and contribute or cause to be withheld and contributed, on a before tax basis, the dollar amount or percentage of compensation (not to exceed the lesser of the statutory IRS maximum contribution or 100% of the employee's compensation), which, from time to time, the employee has designated in writing to the Employer as the Employee's salary deferral election under the United Scenic Artists Local 829 Retirement 401(k) Plan.

The contribution, which shall reduce the employee's gross compensation by the amount elected by the employee shall be deemed an Employer contribution as required by law although in no way shall the Employer be required to increase the employee's gross compensation or to match the amount of the employee's withheld compensation.

The Employer shall remit as soon as practical, but in no event more than 15 business days after the end of the month in which such salary deferrals apply, by separate check made payable to the United Scenic Artists Local 829 Retirement 401(k) Fund and mailed to the address below.

United Scenic Artists Local 829 Retirement 401(k) Fund
c/o Administrative Services Only, Inc.
303 Merrick Road
Lynbrook, New York 11563

Employee contributions to the Local 829 Pension and Welfare Fund must be figured before any 401(k) salary deferrals.

For federal income tax purposes, gross wages do not include any 401(k) salary deferrals. Salary deferrals should be deducted before wages are shown on the Designer and/or Artist's W-2 form. Salary deferrals should also be excluded in determining federal payroll withholding taxes.

d. Employer Declarations.

- I. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes, and shall comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended.
- II. It is a condition of the contribution herein and above set forth that the same shall be deductible as a business expense by the Employers under the provisions of the Internal Revenue Code as it now exists or hereinafter amended.
- III. Contributions as herein required, shall be due and payable within thirty (30) days after the end of each month. Upon making each monthly payment, the Employer will furnish a statement of the Employees and the dates of their employment on whose account the contributions are being made. If so required by the Trustees of any the several funds and plans, such statements will be on forms supplied by the Fund and copies of same will be simultaneously sent to the Union.

18. TRAVEL TIME AND TRAVEL CONSIDERATIONS.

- a. All studios and locations within a twenty-five (25) mile radius of Columbus Circle in New York City shall be "*report to*" work sights. All studios and locations beyond a twenty-five (25) mile radius of Columbus Circle shall be considered '*distant locations*', and '*travel time*' shall obtain. *Travel time* shall begin and end at the edge of the 25-mile radius.
- b. When the place of employment is a *distant location*, the Employer may, in its discretion (1) provide, pay or reimburse for the employee's transportation, or in lieu thereof, (2) reimburse the employee for the use of the employee's personal automobile (plus tolls paid in the course of such transportation upon submission of receipts), at the then current IRS mileage rate for all miles driven in excess of 25 miles (each way), provided the employee has an automobile at his disposal.
- c. When an Employee is required by the Employer to be out-of-town, overnight on a job, he shall be provided with first class accommodations plus the meal allowances set forth below for any meals not provided by the Employer.

Meal Allowances: Breakfast \$8.00; Lunch \$12.00; Dinner \$25.00.

- d. On all '*distant locations*', time consumed in travel to and from the edge of the 25-mile radius to the place of employment shall be compensated as follows:
 - i. When work is not conducted on the day of travel to or from the place of employment, such *travel time* shall be paid at the regular rate of wages but shall not exceed eight (8) hours straight time pay in any twenty-four (24) hour period.
 - ii. When work is conducted on the day of travel to or from the place of employment, all *travel time* on that day shall be treated as contiguous with work time on such day for purposes of calculating overtime compensation, but the paid *travel time* portion of the day's pay shall not exceed an eight (8) hour straight-time day- in any twenty-four (24) hour period.

19. **ADJUSTMENT OF DISPUTES.**

- a. Adjustment of all complaints, disputes, controversies and grievances of any kind or nature arising between the Employer and the Union concerning the interpretation, operation, application or performance of the terms of this Agreement, or any complaint, dispute, controversy or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be undertaken in accordance with the following procedure: The matter shall first be taken up by representatives of the Employer and the steward; aggrieved Employees, if any, have the right to be present. If such dispute cannot be so adjusted by these persons, the matter shall be taken up by representatives of the Employer and the Union, and if no adjustment can be arrived at the dispute shall be submitted by the parties, or either of them, to the arbitrator designated in accordance with paragraph 'b', below. The above procedure is designed to facilitate orderly handling of grievances: however, failure to follow these steps shall not be grounds for denying the right to arbitrate.
- b. The arbitrator hereunder shall be appointed in accordance with the procedures of the American Arbitration Association and such appointee shall be the arbitrator in the matter involved, and the arbitration shall proceed in accordance with its rules. The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.
- c. It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision. Therefore, the hearing shall be held on five (5) working days notice and shall be concluded within fourteen (14) days from the first hearing, unless otherwise ordered by the arbitrator. The award of the arbitrator shall be made within seven (7) days after the close of the hearing.
- d. The cost of the arbitration shall be shared equally by both parties.

20. **WRAP TIME.**

- a. Subject to mutual agreement between the Employer and the Costume Designer (Stylist); where the Costume Designer (Stylist) has, at the Employer's request, obtained (through his/her personal contacts or resources) clothing or accessories and the Costume Designer (Stylist) will personally return such clothing or accessories, then additional wrap time therefore may be granted to the Costume Designer (Stylist) on the day following the shoot.
- b. (Such additional wrap time shall not exceed four (4) hours (unless otherwise mutually agreed to between the Costume Designer (Stylist) and the Employer). Compensation for any additional wrap time hereunder shall be limited to the hours worked times the Costume Designer's (Stylist's) regular straight time hourly rate, and there shall be no additional payments of any kind required of the Employer; notwithstanding anything to the contrary which may be contained in this Agreement.

21. **CHANGES AND MODIFICATIONS.**

This Agreement may not be changed modified, renewed, extended or discharged except by an agreement in writing signed by the party against whom enforcement of the change, modifications, renewal, extension or discharge is sought.

22. **EMPLOYEE BILLING.**

No employee shall submit or be requested to submit a bill for services rendered to the Employer. No Employee shall render services to an Employer as an independent contractor by means of the corporate form or otherwise. All Employees must be paid through the normal Employee payroll procedures, with all applicable taxes withheld. Employers must pay all pension and welfare contributions and Union dues directly to the funds or Union respectively. The Employer shall notify the Union of any Employee who is in violation of the foregoing and, in such case, the Union will take such action as is in accordance with its By-laws. This provision shall not be interpreted as a prohibition against the employer engaging the services of a loan- out corporation.

23. **PERSONAL FUNDS AND PERSONAL AUTOMOBILES.**

Employees shall not use personal funds or personal credit for purchases or rentals; nor shall they be required to use their personal automobile to transport materiel or personnel for a production.

24. **PUBLIC SERVICE ANNOUNCEMENTS.**

Upon notification of the Union when producing a *public service announcement*, the Employer may individually negotiate employee compensation and overtime, but the Employer shall make benefits contributions on behalf of each and every person employed hereunder in an amount that is not less than that which would have otherwise been due on the minimum scale compensation of this Agreement.

For the purposes of this Agreement, a *public service announcement* is defined as a commercial advertisement for a non-profit or governmental agency and has as its purpose the dissemination of information or the promotion of services that serve the public interest.

No commercial products, commercial services or corporate names may be referenced or shown in a *public service announcement*.

25. **SPEC SPOTS.**

Spec spots are understood by this Agreement to be demonstration commercials made for the purpose of showcasing the talent of producers, directors, writers and performers to prospective clients. It is further understood that spec spots are self-funded productions made without an advertising agency contract and with no plan for distribution.

Employee compensation and overtime shall be individually negotiated, but the Employer shall make benefits contributions on behalf of each and every person employed hereunder in an amount that is not less than that which would have otherwise been due on the minimum scale compensation of this Agreement.

If subsequent to its making, a spec spot is sold to an agency or client or distributed for a public audience either domestically or internationally, the employees who performed covered work on the production shall be fully compensated for their work according to the terms of this Agreement.

26. **TERM.**

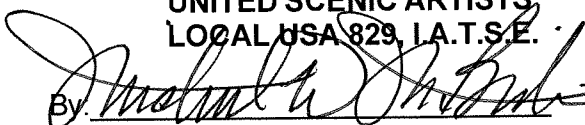
This Agreement shall be in full force and effect from the thirtieth (30th) day following the Union's notification to the AICP of the Union's ratification of this Agreement until April 30, 2012, which shall be the last day of the term of the Agreement. Execution of this Agreement shall be by virtue of its signing by authorized persons representing the Union and the AICP, respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

ACCEPTED AND AGREED:

UNITED SCENIC ARTISTS
LOCAL USA 829, I.A.T.S.E.

ASSOCIATION OF INDEPENDENT
COMMERCIAL PRODUCERS, INC.

By: 

By: 

Title: national business agent

Title: President + CEO

Date: 12/17/09

Date: 10/19/09

**Agreement Between United Scenic Artists
and the Association of Independent Commercial Producers**

Appendix A: Rate Sheet

From 30 days following notification ratification by the Union (i.e. June 1, 2009 to April 30, 2010:

<u>Employee Category</u>	<u>Reg.Workday</u>	<u>Reg.Hr.Rate</u>
Art Director	\$819.04	\$102.38
Costume Des./Stylist	\$634.24	\$ 79.28
Charge Scenic Artist	\$585.28	\$ 73.16
Journey Scenic Artist	\$478.40	\$ 59.80

From May 1, 2010 to April 30, 2011:

<u>Employee Category</u>	<u>Reg .Workday</u>	<u>Reg.Hr.Rate</u>
Art Director	\$843.60	\$105.45
Costume Des./Stylist	\$653.28	\$ 81.66
Charge Scenic Artist	\$602.88	\$ 75.36
Journey Scenic Artist	\$492.80	\$ 61.60

From May 1, 2011 to April 30, 2012:

<u>Employee Category</u>	<u>Reg.Workday</u>	<u>Reg.Hr.Rate</u>
Art Director	\$868.96	\$108.62
Costume Des./Stylist	\$672.88	\$ 84.11
Charge Scenic Artist	\$620.96	\$ 77.62
Journey Scenic Artist	\$507.52	\$ 63.44

Sideletter # 1.

To: Mr. Matthew Miller
President & Chief Executive Officer
Association of Independent Commercial Producers

Dear Sir:

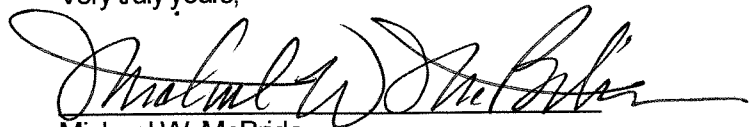
During the course of the most recent negotiations between the Employer and the Union for this Agreement, the parties discussed and acknowledged that with regard to the Union Security provision of this Agreement, the Employer may not discriminate between union members and non-union persons in its hiring practices, but that all employees performing covered work for the Employer shall do so under the terms and conditions of this Agreement.

The parties further discussed and agreed that the scope of the preceding paragraph includes the employment of persons, who are not members of Local USA-829, but who, at the time of their employment, are members in good standing of another I.A.T.S.E. affiliated local union. The parties further agreed that in such an event, the Employer shall make the applicable fringe benefit contribution to the appropriate and applicable benefit funds of the employee's home, I.A.T.S.E. local union. Furthermore, the parties hereto agree to the protocol to facilitate the benefit fund election as embodied in the attached Home Plans Benefits Election Form.

Notwithstanding the foregoing, with respect to the employment of persons, who are not members of Local USA-829, but who, at the time of their employment, are members in good standing of an I.A.T.S.E. affiliated local union that is also a member of the New York Production Locals the Union hereby confers its continuing authorization of the Home Plans Benefits Election Forms that are authorized by such employees.

If the foregoing is in accord with your understanding of our agreement, please so indicate by affixing your authorized signature below.

Very truly yours,



Michael W. McBride
National Business Agent
United Scenic Artists, Local USA829, IATSE

Agreed and Accepted:



Matthew Miller
President & CEO, AICP

Attachment A to Sideletter #1: Home Plan Sideletter "generic"

United Scenic Artists, USA Local 829, I.A.T.S.E./AICP

Television Commercial Production Agreement – Home Plan Benefits Election

Commercial Production: _____

Production Dates: _____

Employer: _____

Payroll Company: _____

Employee: _____

Home Local and Home Plan(s): _____

With regard to the above captioned commercial production, the undersigned parties (employee, Employer, and USA Local 829) hereby agree that the Employer will not make the pension and welfare contributions that are due and payable on the employee's behalf under the Television Commercial Production Agreement between United Scenic Artists, Local USA 829, I.A.T.S.E. and the Association of Independent Commercial Producers, Inc. (the "Agreement"). In lieu thereof, the Employer will make contributions as provided in the Agreement, on the employee's behalf, to the employee's Home Plan(s) (captioned above), where the Home Plan is a Taft Hartley plan of a local union affiliated with the I.A.T.S.E., except that if the Employer is, in addition to the Agreement, a signatory to an applicable collective bargaining agreement with the employee's home local union, the Employer shall make such fringe benefit contributions as are provided for in such collective bargaining agreement.

Notwithstanding the foregoing, if the employee is not qualified under the terms of the respective Home Plan(s), the employee shall not be able to make this Home Plan Benefits Election, and the Employer shall make the applicable contribution to the USA Pension and Welfare Funds (the USA Funds) as provided in the Agreement.

This Home Plan Benefits Election is only applicable to the employee named herein with respect to the single commercial production captioned above, and the employee may so elect only where USA Local 829, I.A.T.S.E. so authorizes below and thereby waives the provision(s) of the Agreement that require the Employer to make contributions to the USA Funds. The ability of USA Local 829 to waive the applicable provisions of the Agreement is restricted by the USA Funds' limited participation in the IATSE's "Home Plan Resolution".

By executing this Home Benefits Plan Election, the undersigned employee understands and agrees the he/she is voluntarily and irrevocably waiving his/her right to participate in the USA Funds with respect to the employment covered herein, and that the employee will earn no contributions, benefits, credit, eligibility or any other recognition, including vesting credit, in the USA Funds.

Employee's Authorization: _____
signature and date

Employer 's Authorization: _____
signature and date

USA Local 829 Authorization: _____
signature and date

Attachment **B** to Sideletter # 1: Home Plan Sideletter "IATSE-MPIP"

United Scenic Artists, USA Local 829, I.A.T.S.E./AICP

Television Commercial Production Agreement

MPIP – HOME PLAN BENEFITS ELECTION

Commercial Production: _____

Production Dates: _____

Employer: _____

Payroll Company: _____

Employee: _____

Home Local: _____ Home Plan(s): **MOTION PICTURE INDUSTRY PLANS**

With regard to the above captioned commercial production, the undersigned parties (employee, Employer, and USA Local 829) hereby agree that the Employer will not make the pension and welfare contributions that are due and payable on the employee's behalf under the Television Commercial Production Agreement between United Scenic Artists, Local USA 829, I.A.T.S.E. and the Association of Independent Commercial Producers, Inc. (the "Agreement"). In lieu thereof, the Employer will make contributions as provided in the Agreement, on the employee's behalf, to the employee's Home Plan(s) (captioned above), where the Home Plan is a Taft Hartley plan of a local union affiliated with the I.A.T.S.E., except that if the Employer is, in addition to the Agreement, a signatory to an applicable collective bargaining agreement with the employee's home local union, the Employer shall make such fringe benefit contributions as are provided for in such collective bargaining agreement.

Notwithstanding the foregoing, if the employee is not qualified under the terms of the respective Home Plan(s), the employee shall not be able to make this Home Plan Benefits Election, and the Employer shall make the applicable contribution to the USA Pension and Welfare Funds (the USA Funds) as provided in the Agreement.

This Home Plan Benefits Election is only applicable to the employee named herein with respect to the single commercial production captioned above, and the employee may so elect only where USA Local 829, I.A.T.S.E. so authorizes below and thereby waives the provision(s) of the Agreement that require the Employer to make contributions to the USA Funds. The ability of USA Local 829 to waive the applicable provisions of the Agreement is restricted by the USA Funds' limited participation in the IATSE's "Home Plan Resolution".

By executing this Home Benefits Plan Election, the undersigned employee understands and agrees the he/she is voluntarily and irrevocably waiving his/her right to participate in the USA Funds with respect to the employment covered herein, and that the employee will earn no contributions, benefits, credit, eligibility or any other recognition, including vesting credit, in the USA Funds.

Employee's Authorization: _____
signature and date

Employer's Authorization: _____
signature and date

USA Local 829 Authorization: _____
signature and date

Attachment C to Sideletter #1: Home Plan Sideletter "IATSE-NBF"

**United Scenic Artists, USA Local 829, I.A.T.S.E./AICP
Television Commercial Production Agreement
IATSE – NBF HOME PLAN BENEFITS ELECTION**

Commercial Production: _____

Production Dates: _____

Employer: _____

Payroll Company: _____

Employee: _____

Home Local: _____ Home Plan(s): IATSE NATIONAL BENEFIT PLANS

With regard to the above captioned commercial production, the undersigned parties (employee, Employer, and USA Local 829) hereby agree that the Employer will not make the pension and welfare contributions that are due and payable on the employee's behalf under the Television Commercial Production Agreement between United Scenic Artists, Local USA 829, I.A.T.S.E. and the Association of Independent Commercial Producers, Inc. (the "Agreement"). In lieu thereof, the Employer will make contributions as provided in the Agreement, on the employee's behalf, to the employee's Home Plan(s) (captioned above), where the Home Plan is a Taft Hartley plan of a local union affiliated with the I.A.T.S.E., except that if the Employer is, in addition to the Agreement, a signatory to an applicable collective bargaining agreement with the employee's home local union, the Employer shall make such fringe benefit contributions as are provided for in such collective bargaining agreement.

Notwithstanding the foregoing, if the employee is not qualified under the terms of the respective Home Plan(s), the employee shall not be able to make this Home Plan Benefits Election, and the Employer shall make the applicable contribution to the USA Pension and Welfare Funds (the USA Funds) as provided in the Agreement.

This Home Plan Benefits Election is only applicable to the employee named herein with respect to the single commercial production captioned above, and the employee may so elect only where USA Local 829, I.A.T.S.E. so authorizes below and thereby waives the provision(s) of the Agreement that require the Employer to make contributions to the USA Funds. The ability of USA Local 829 to waive the applicable provisions of the Agreement is restricted by the USA Funds' limited participation in the IATSE's "Home Plan Resolution".

By executing this Home Benefits Plan Election, the undersigned employee understands and agrees the he/she is voluntarily and irrevocably waiving his/her right to participate in the USA Funds with respect to the employment covered herein, and that the employee will earn no contributions, benefits, credit, eligibility or any other recognition, including vesting credit, in the USA Funds.

Employee's Authorization: _____
signature and date

Employer 's Authorization: _____
signature and date

USA Local 829 Authorization: _____
signature and date

Sideletter #2.

To: Mr. Matthew Miller
President & Chief Executive Officer
Association of Independent Commercial Producers

Dear Sir:

During the course of the most recent negotiations between the Employer and the Union for this Agreement, the parties discussed and agreed that any person(s) employed as an Assistant Art Director to creatively assist an Art Director in the performance of covered work as set forth in Article 4 of the Agreement, shall be employed under the terms and conditions of the Agreement, except that the individual person(s)' wage rate and overtime consideration shall be subject to negotiation between the Employer and the prospective employee. Such person(s) as may be so employed shall meet with the approval of both the Art Director and the Employer.

Likewise, any person(s) employed as an Assistant Costume Design/Stylist to creatively assist a Costume Designer/Stylist in the performance of covered work as set forth in Article 4 of the Agreement, shall be employed under the terms and conditions of the Agreement, except that the individual person(s)' wage rate and overtime consideration shall be subject to negotiation between the Employer and the prospective employee. Such person(s) as may be so employed shall meet with the approval of both the Costume Design/Stylist and the Employer.

Furthermore, in the event the Employer employs a person(s) as an Art Department Coordinator as that job title is understood within the motion picture industry, and such person(s) requests to be employed under the Agreement, the Employer hereby agrees to so employ such person(s) under the terms and conditions of the Agreement, except that the individual person's wage rate and overtime consideration shall be subject to negotiation between the Employer and the prospective employee.

Moreover, the parties agreed and reiterated that the positions of Assistant Art Director, Assistant Costume Designer/Stylist and Art Department Co-ordinator are not a matter of mandatory staffing under the Agreement.

If the foregoing is in accord with you understanding of our agreement, please so indicate by affixing you authorized signature below.

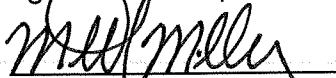
Very truly yours,



Michael W. McBride
National Business Agent

United Scenic Artists, Local USA829, IATSE

Agreed and Accepted:



Matthew Miller President &
CEO, AIC

Sideletter #3.

To: Mr. Matthew Miller
President & Chief Executive Officer
Association of Independent Commercial Producers

Dear Sir

During the course of the most recent negotiations between the Employer and the Union for this Agreement, the parties discussed and agreed that when the functions of the Art Director are not required, the producer may employ a scenic artist(s) to perform his/her usual and typical duties when no Art Director is employed.

If the foregoing is in accord with your understanding of our agreement, please so indicate by affixing your authorized signature below.

Very truly yours,



Michael W. McBride

National Business Agent

United Scenic Artists, Local USA829, IATSE

Agreed and Accepted:



Matthew Miller President &
CEO, AIC

Sideletter #4.

To: Mr. Matthew Miller
President & Chief Executive Officer
Association of Independent Commercial Producers

Dear Sir:

During the course of the most recent negotiations between the Employer and the Union for this Agreement, the parties discussed and agreed that the Employer may outsource items that deal with client merchandise or product and items that are commonly or commercially available. The Employer may also outsource items, the fabrication of which, requires materials and/or skills that are not within the usual skills of bargaining unit employees, provided that the purpose of such outsourcing is not to diminish employment opportunity for covered employees or to obtain such items under economic terms that are inferior to those of this Agreement.

If the foregoing is in accord with you understanding of our agreement, please so indicate by affixing you authorized signature below.

Very truly yours,


Michael W. McBride
National Business Agent
United Scenic Artists, Local USA829, IATSE

Agreed and Accepted:


Matthew Miller President & CEO, AIC