



UNITED SCENIC ARTISTS, LOCAL USA 829

29 West 38th Street, New York, NY, 10018
Tel: 212-581-0300 • Fax: 212-977-2011

TELEVISION COMMERCIAL PRODUCTION AGREEMENT — AICP

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 IATSE Commercial Production Agreement.

CLASSIFICATIONS OF EMPLOYEES AND RATES: THESE ARE MINIMUM RATES

<u>May 1, 2011 to April 30, 2012</u>	<u>8-Hour Day</u>	<u>9th & 10th Hours</u>	<u>11th & 12th Hours</u>
Art Director	\$868.94	1.5X	2X
Costume Des./Stylist	\$672.86	1.5X	2X
Charge Scenic Artist /Stand-By	\$620.93	1.5X	2X
Journey Scenic Artist	\$507.55	1.5X	2X
Asst. Art Director	negotiated 8-hour rate	1.5X	2X
Asst. Cost Des./Stylist	negotiated 8-hour rate	1.5X	2X
Art Department Coordinator	negotiated 8-hour rate	1.5X	2X

THESE ARE MINIMUM RATES – see ARTICLE 8 TV CPA – USA 829/AICP – Contract Expires April 30, 2012

WORK DAY:

- For ALL classifications: any 8 hours out of 24-hour period; any 5 consecutive days. A 6th consecutive day worked is paid at 1½X and 7th worked day is paid at 2X.
- For Charge Scenic Artists and Journey Scenic Artists ONLY on “construction days”: The *regular workday* is any 8 hours between 7 a.m. and 8 p.m. Monday to Saturday. On Monday thru Friday, all straight-time hours worked between 8 p.m. and midnight receives a premium of 10% of the straight-time rate; all straight-time hours worked between midnight and 7 a.m. receive a premium of 20% of the straight-time rate. On Saturday, all straight-time hours from 8 p.m. to midnight are paid at 1½X. All straight-time hours on Sunday are paid at 2X.
- At all days and times, the 13th of the 15 hours 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 hours infringed upon paid at 2x; over 2-hour infringement paid @ 3X.

MINIMUM CALL:

For all categories a minimum 8 hour guaranteed call, except Sunday when the minimum call shall be 4 hours at 2X.

TERMINATION NOTICE:

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

BENEFITS:

The Employer will make a contribution of \$100.00 per day of employment by single check to the United Scenic Artists Pension and Welfare Funds for the purpose of providing certain pension and welfare benefits to the Employee. The Employer agrees to be bound by the agreement of Trust of the 829 Pension and Welfare Funds.

SUMMARY OF TELEVISION COMMERCIAL AGREEMENT (continued)

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:
\$15 for the first ½ hour or portion thereof; \$17.50 for the second ½ hour or portion thereof; and \$20 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: \$8.00 Lunch: \$12.00 Dinner: \$25.00

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.

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.