



## UNITED SCENIC ARTISTS, LOCAL USA-829

29 West 38th Street, New York, NY. 10018  
(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

<b>May 1 2013 to April 30 2014</b>	<u>8-Hour Day</u>	<u>9th&amp;10th</u>	<u>11th&amp;12th</u>
Art Director	\$886.93	1.5X	2X.
Costume Des./Stylist	\$686.31	1.5X	2X
Charge Scenic Artist /Stand-By	\$633.38	1.5X	2X
Journey Scenic Artist	\$517.67	1.5X	2X
Asst Art Director	negotiated 8 hr rate	1.5X	2X
Asst Cost Des./Stylist	negotiated 8 hr rate	1.5X	2X
Art Department Coordinator	negotiated 8 hr rate	1.5X	2X
THESE ARE MINIMUM RATES- see ARTICLE 8 TV CPA -USA 829/AICP- rates increase on <b>May 1 2014</b>			

#### WORK DAY:

For ALL 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 at 2X for Charge Scenic Artist and Journey Scenic Artist only.

- For Charge Scenic Artists and Journey Scenic Artists ONLY on 'construction days':  
The *regular workday* is any 8 hrs between 7 a.m. and 8 p.m. Monday to Saturday. On Monday thru Friday, all straight-time hrs worked between 8 p.m. and midnight receives a premium of 10% of the straight-time rate; all straight-time hrs worked between midnight and 7 a.m. receive a premium of 20% of the straight-time rate. On Saturday, all hours worked from 8 p.m. to midnight are paid at 1½X. All hours worked 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. On a distant location the turnaround period shall be 9 hours.

- A minimum 32 hour rest period shall be given after the 7<sup>th</sup> consecutive workday between work weeks. The employee shall be paid a penalty of one half (1/2) hour at regular rate of pay for every half (1/2) hour, or portion of, worked that infringes on 32 hour rest period.

#### 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.

## SUMMARY OF TELEVISION COMMERCIAL AGREEMENT continued

### BENEFITS:

**WELFARE-** the Employer will make a contribution of \$50.00 per day of employment plus 3% of the regular hourly rate on all hours worked .In situations where an Assistant Art Director, Assistant Costume Stylist or Art Department Coordinator are employed the employer will contribute \$50.00 plus \$1.25 per hour for all hours worked.

**PENSION-** The employer will make a contribution \$53.00 per day of employment.

The employer will make these contributions 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.

**401K-**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 Lynbrook, 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. Bethpage, NY and production facilities in Bethpage NY are considered within the 25 mile radius.

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.

## SUMMARY OF TELEVISION COMMERCIAL AGREEMENT continued

### PERSONAL FUNDS:

A Costume Designer (Stylist) shall be provided, in advance, with a company credit card or cash advance for purchase.

### 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.

## **BULLETIN TO AICP/829 SIGNATORIES**

During 2012 contract negotiations, Local 829 and the AICP Negotiation Team discussed the employment of Stylists and Assistant Stylists. The AICP and the Union believed that it was in the interests of the parties, AICP Producers and Stylists/Assistant Stylists to provide clarification and guidance in light of these discussions.

Accordingly, the AICP agreed it will distribute a Bulletin to Local 829 Contract signatories within 30 days after contract ratification and on the anniversary date of the contract during the Term reminding Producers of the following points in relation to the employment of Stylists and Assistant Stylists:

1. Time cards for crew must accurately and honestly reflect the hours and days worked and the applicable rate of pay.
2. Time worked on tasks assigned to Stylists and Assistant Stylists shall be compensated at their applicable rate.
3. Rates shall be agreed between the employee and the Producer prior to the commencement of work.
4. As a matter of contract, the AICP/Local 829 Agreement in Article 20 provides for additional wrap time for the Stylist subject to mutual agreement between the Stylist and the Producer under certain terms, conditions and limitations stated in that Article.
5. Side Letter # 2 to the AICP/Local 829 Agreement provides, among other things, that a person employed as an Assistant Stylist to creatively assist a Stylist in the performance of covered work as set forth in Article 4 shall be employed under the terms and conditions of the AICP/Local 829 Agreement except that the individual person(s)' wage rate and overtime compensation shall be subject to individual negotiation between the Producer and the prospective employee. Such person as may be so employed shall meet with the approval of both the Stylist and the Producer. [Please refer to Article 20 and Sideletter #2 for the actual text of the pertinent provisions.]