

## CREW / CPA WORKING GUIDELINES

**These revised working guidelines become effective as of 1 March 2008. Any deviation from the following agreements must be agreed upon in writing prior to booking confirmation. These working guidelines apply to all crew.**

### 1. GENERAL

1.1 **Crew** means all crew who are contracted from time to time by the producer. This does not include personnel subcontracted by suppliers (ie: caterers, set builders, stunt companies, etc.)

1.2 **The Producer(s)** means a person, or body of persons who are CPA members and who are contracted to produce commercials, or a representative nominated by the Production Company.

### 2. SPECIFIC DEFINITIONS AND RATES OF PAY

#### 2.1 Call Time

2.1.2 **Call time** means the call time stipulated by the producer in which the technician is required and obliged to be on set or any specific place.

2.1.3 If the set/location is within 40km's of the production office, or hotel if on an away shoot, then call time will be the time the crew member is required on set regardless of own or provided transport. If the location is further than 40km's away from the production office, then call time will be the time the crew member is required to be at the production office, hotel or vehicle collection point. If the location is further than 40kms from the production office or hotel, transport will be provided by production. Crew who do not utilize the provided transport must make their own way, at their own expense, to the location. If a specific crew member's call time on location is later than the departure time of the provided transport, then that crew member's travelling expense will be remunerated.

2.1.4 Call and wrap time for designated drivers will be taken from the time of vehicle collection point to vehicle return point, regardless of distance to and from location.

#### 2.2 Wrap

2.2.1 **Wrap** means the end of a shooting session, technical wrap or return to base if the location is further than 40 km's from base, as called by the producer.

2.2.2 Wrap is wrap and payment for any additional work thereafter needs to be negotiated before time sheets are signed.

#### 2.3 Working Hours

2.3.1 Working hours per standard day, premium day, split shift day or night shoot and to which no overtime applies, shall be 10 hours including meals. Only after the specified hours are worked, will overtime apply.

2.3.2 Producers will do their best to achieve a minimum of a 10 hour turnaround period between wrap and call time of the same shoot, it being acknowledged that a turnaround of less than 10 hours is the exception and not the norm. If turnaround time is less than 10 hours, the production company will be penalised for the corrupted hours.

2.3.3 Crew shall not be booked on a day shoot which falls on the day immediately following a night shoot.

2.3.4 In the event of an early call on the day following a shoot, crew members shall have the right to request to be released prior to the end of the shooting day provided that they make this request before 17H00. This shall not be applicable if the production company has given prior notice of an extended day.

#### 2.4 Overtime

2.4.1 Overtime at time and a half or double time is payable on a standard day. The following crew members are excluded from overtime: runners, trainees and junior assistants in all departments, all production staff and chaperones.

2.4.2 Crew members will be paid overtime as follows: 1<sup>st</sup> 4 hours x 1.5, thereafter x 2 (refer clause 2.4.1 for exceptions).

2.4.3 Overtime will be charged for in quarter hour increments i.e. Wrap called after the quarter hour will be rounded up and wrap called up to the quarter hour will be rounded down.

2.4.4 Should the last day of shoot wrap after 24h00, a penalty of triple time will be incurred for every additional hour (or part thereof) regardless of whether or not an extended day has been called.

2.4.5 Production will limit the hours worked by Production Assistants to a maximum of 14 hours per day. On shoot days pro-rata overtime will be paid for hours in excess of 14, should the Production Assistant agree to work these hours.

#### 2.5 Standard Day

2.5.1 **Standard Day** shall mean a day shoot of 10 consecutive hours and applicable overtime hours.

2.5.2 Call time for a standard day cannot be earlier than 03h30. Agents should be notified well in advance, with a minimum of 3 days advanced warning, if call time is any time before 04h00 on the first shooting day. Should sufficient advanced warning not be given, crew may be replaced.

#### 2.6 Premium Day

2.6.1 **Premium Day** shall mean any Sunday, Public Holiday or first night of a night shoot.

2.6.2 Premium days will be paid at 1.5 x the standard daily rate - this applies to all crew. A night shoot on a premium day will only be paid at time and a half.

2.6.3 Overtime rates shall be calculated at premium day rates in respect of premium days. (i.e. 1.5 x time and a half for the first 4 hours, and 2 x time and a half for the hours thereafter)

2.6.4 A premium rate will be paid for all shooting days after 6 consecutive shoot days, until a day of rest is provided. Sundays and Public Holidays will be paid at normal premium rates.

#### 2.7 Public Holiday

2.7.1 **Public Holiday** shall mean the following Public Holidays as defined in the Public Holidays Act 36 of 1994, namely New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Worker's Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Good Will.

A Public Holiday shall also mean any other Public Holiday deemed as such by Government should the official Public Holiday fall on a Sunday.

#### 2.8 Split Shift

2.8.1 **Split Shift** shall mean a day/night called as such by the producer in which a minimum time out of 4 hrs is called.

2.8.2 **Time Out** is the total rest time called by the producer to create a split shift day and shall not be less than 4 hours.

2.8.3 This 4 hour period is from wrap to call time back on set if set is within a 40km radius from base, or from wrap time to call time back at base if the set is further than 40kms from base. The producer must inform the crew/crew agents of the split shift on confirmation of the booking.

2.8.4 The producer has the option to call a split shift day. The minimum payment will be for a standard day. If standard day working hours are exceeded, the normal overtime structure applies.

2.8.5 If a split shift day is called on a premium day, then premium rates shall be paid.

2.8.6 Call time on a split shift day may not be later than 08h00 for the first shift or later than 16h00 for the second shift.

2.8.7 A day may not be classified as a split shift if crew are not permitted to leave set during the hours between filming i.e. the crew must be able to go home, to base, hotel or tented camp during the break.

#### 2.9 Travel Day

2.9.1 **Travel Day** shall mean a day called as such by the producer and in which the travel time is not greater than standard day hours (i.e. 10 hours).

2.9.2 For a travel day, half of the standard day rate shall apply to all crew (refer 2.9.3 for the exception). A standard day rate is paid even if travel occurs on a premium day. If more than 10 hours are traveled, payment for those hours traveled over 10 hours will be on a pro rata basis calculated at standard day rates, regardless of what day the travel occurs. (e.g. travel of 12 hours = half day of 5 hours plus 2 hours pro rata = 7 hours).

2.9.3 For a travel day, designated drivers shall be paid a half day rate if they work (drive) for less than 5 hours. If designated drivers drive for longer than 5 hours then a full day rate shall apply. If travel occurs on a premium day, a premium day rate will be applicable on the same basis. If 10 hours of travel are exceeded then the normal overtime structure will apply. Travel hours should not exceed the reasonable time required to reach a specific destination.

#### Gear Check

2.9.4 **Gear Check** means a day called as such by the producer in which the hours worked do not exceed 5 hours.

2.10.2 If less than half (half being 5 hours excluding a meal break) of standard day hours are worked on a gear check day, then half the standard day rate shall apply. If more than 5 but less than 10 hours are worked, payment will be on a pro rata basis calculated at standard daily rates. On a premium day, premium rates will apply.

2.10.3 If more than 10 hours are worked, normal overtime rates will apply

#### 2.10 Pre-light

2.10.1 **Pre-light** means a day called as such by the producer and in which no filming is undertaken and the hours worked do not exceed 5 hours.

2.10.2 If less than half (half being 5 hours excluding a meal break) of standard day hours are worked on a pre-light day, then half the standard day rate shall apply. If more than 5 but less than 10 hours are worked, payment will be on a pro rata basis calculated at standard daily rates. On a premium day, premium rates will apply.

2.11.3 If more than 10 hours are worked, normal overtime rates will apply.

#### 2.12 Pre-rig / De-rig

2.12.1 **Pre-rig / De-rig** means a day called as such by the producer and in which no filming is undertaken and the hours worked do not exceed 5 hours.

2.12.2 If less than half (half being 5 hours excluding a meal break) of standard day hours are worked on a pre-rig / de-rig day, then half the standard day rate shall apply. If more than 5 but less than 10 hours are worked, payment will be on a pro rata basis calculated at standard daily rates. On a premium day, premium rates will apply. If riggers are utilized on a shoot to help filming crew, then normal day rates and overtime rates apply.

2.12.3 If more than 10 hours are worked, normal overtime rates will apply.

#### 2.13 Technical Recce

2.13.1 **Technical Recce** means a day called as such by the producer and in which the hours worked do not exceed 5 hours.

2.13.2 Technical recce (5 hours) will be charged at half day rates. If more than 5 hours but less than 10 hours are worked, payment will be on a pro rata basis calculated at standard daily rates. On a premium day, premium rates will apply.

2.13.3 If more than 10 hours are worked, normal overtime rates will apply

2.13.4 If the production company is prepared to wait for confirmation of a recce 24 hrs before it is due to occur, only an hourly pro rata rate will be charged (i.e. no work has been lost by the crew member).

#### 2.14 Night Shoot

2.14.1 **Night Shoot** means a shoot in respect of which call time is 15h00 or later. If a shoot is called between 12h00 and 15h00, but continues after 24h00, it will revert

	to being deemed a night shoot. The producer must inform the crew / crew agents of a night shoot at the time of confirmation of the booking.		
2.14.2	The first night of a night shoot will be the same as premium day rates i.e. time and a half for the first night of a night shoot.	4.5	Cancellation will be paid regardless of which party gives notice of 24 hours.
2.15	<b>Weather Day</b>	4.6	Clauses 4.2 and 4.4 do not apply for the days that the crew member is confirmed on another production during the period of cancellation.
2.15.1	<b>Weather Day</b> means a day which occurs if the scheduled shoot is not completed due to the weather. The weather day may be added on to the end of the scheduled shooting period, or may be booked as an additional day at such time as scheduled by the producer.	4.7	Should a confirmed crew member cancel themselves off a shoot directly or through an agent, the cancellation costs payable to the production company, unless otherwise negotiated with the producer, will be the same as in clause 4.4.
2.16	<b>Extended Day</b>	4.7	If a shoot on a Sunday or a Public Holiday is cancelled, then cancellation will be paid at a standard day rate. If a night shoot is cancelled then the premium day rate will apply.
2.16.1	<b>Extended Day</b> means a standard day shoot of more than 14 hours.	5.	<b>POSTPONEMENT</b>
2.16.2	Producers are to inform crew/agents 3 working days prior to the first shoot day when an extended day is planned. If a shoot continues beyond the prescribed time, crew will stay, but should be permitted to leave the set at a reasonable time before the commencement of their next call.	5.1	<b>Postponement of a shoot</b> means the postponement of a confirmed shoot to a later date as advised by the producer.
2.16.2	Crew booked for an extended day must either directly or via their agents inform both producers concerned.	5.2	If a confirmed crew member is not available for the new shoot dates, standard cancellation fees as per clauses 4.2, 4.4 and 4.5 will apply.
2.17	<b>Day Off</b>	6.	<b>STANDBY</b>
2.17.1	<b>Day Off</b> is where a minimum of 24 hours rest is given.	6.1	Should a crew member be put on standby on any given day, a half day rate will become payable to that crew member if he/she is not released by 10h00 on the day of standby.
2.18	<b>Turnaround</b>	7.	<b>MEALS</b>
2.18.1	<b>Turnaround</b> on any given shoot will be paid for all hours less than 10 hours given from wrap/technical wrap or return to base, to call time on the following day of the same shoot.	7.1	There will be a maximum of 6 hours between meals. If a call time is before 07h30, breakfast will be provided. This also applies to recce and prelight days.
2.18.2	Payment for this will be calculated as follows: the hours eroded will be charged as a penalty at an hourly rate for the first 2 hours, double hourly rate for the next 2 hours and triple the hourly rate thereafter.  Eg: Rate of R500 per day / 6 hours rest given. There is a 2 (two) hour penalty at R 50.00 per hour and a 2 (two) hour penalty at R 100.00 per hour. Total penalty for 4 hours of turnaround = R 300.00.	7.2	The six hours is calculated from completion of the previous meal. The period of time allocated for meals should not be less than half an hour.
2.18.3	Turnaround may be charged by all crew, including technical and art department.	7.3	Meals are to be provided during a split shift if food is unavailable nearby to the studio/location where the split shift is called.
2.18.4	Turnaround may be charged by all crew on the day immediately preceding the first shoot day of a shoot, whether this day is a prep day, pre-rig day, a pre-light day or a recce day. This turnaround is only payable if cleared with the producer prior to turnaround hours being worked.	7.4	An evening meal should be provided on an extended day i.e. 6 hours after lunch.
2.18.5	Turnaround may not be charged on any other prep day.	8.	<b>INSURANCE</b>
2.19	<b>Addendum</b>	8.1	Crew are all responsible for their own health and medical insurances. Regular 6-month check ups will help in the event of a claim with an insurance company.
2.19.1	<b>Addendum</b> means the addendum to the working conditions, which sets standardised rates for per diems, mileage, travel expenses and telephone, as may be amended from time to time, and as specified by SA Revenue Services (SARS).	8.2	Crew personal insurance should also include insurance against injury or loss of earnings.
3.	<b>PAYMENT</b>	8.3	Equipment, personal belongings and vehicles owned by individual crew members to be used either for personal use or within their professional capacity is the responsibility of that particular crew member. If insurance is to be charged, it must be negotiated up-front with the producer as some production companies carry their own insurance on such items.
3.1	Crew will be paid within twenty (20) days of submission of an invoice, but is subject to negotiation with the crew agents.	9.	<b>SPECIAL NOTES</b>
3.2	Interest on late payments may be charged by the crew agent concerned, subject to the agent's discretion and business terms as stated on an invoice.	9.1	No less than 6 hours rest should ever be given to crew members.
3.3	Payments will only be made once any outstanding floats, if applicable, have been reconciled with the producer. In the event of any queries, the producer may only withhold payment for an individual crew member and not the entire agent's statement for any given production.	9.2	No crew member shall work without having had 6 hours rest.
3.4	Should a crew member invoice a production company directly and not through an agent, income tax will be deducted by the producer at the rate as specified by SARS, unless the producer is provided with a specific written directive from SARS addressed to the producer.	9.3	Bookings with crew agents will be taken as pencil bookings until confirmed. If confirmation has not been given within 2 weeks (10 working days) of the booking, the booking will automatically fall away. If the booking is confirmed and then cancelled, the booking fee for each crew member will be charged.
4.	<b>CANCELLATION</b>	9.4	No crew member can be double-booked and confirmed on two concurrent productions without the written permission given by both producers prior to confirmation of the second booking.
4.1	<b>Cancellation</b> means either the cancellation of a confirmed shoot day or the cancellation of a confirmed crew member.	9.5	If a crew member's vehicle is hired at the request of production, the crew member will be paid per kilometer at a rate as specified by SARS (refer addendum clause 4). This rate is inclusive of fuel.
4.2	Remuneration for cancellation within 5 working days (Monday-Saturday) of commencement of a confirmed shoot day shall be paid at the following rate:  100% for days 1 and 2 50% for days 3 to 5 25% for days 6 to 7	9.6	It is the responsibility of each crew member to understand and acknowledge the CPA/Crew Working conditions and become familiar with all revisions which may occur.
4.3	The producer shall only be entitled to confirm the crew booking once the client has confirmed the job and not before. Confirmation of a crew member via e-mail or fax is binding and subject to penalty fees for cancellation. Crew booking sheets should always be signed by the production staff on confirmation of the job, and returned to the agent.	9.7	It is the responsibility of each crew member to read the terms and conditions at the end of every call sheet of each production company.
4.4	Should a production company confirm a crew member on a <u>24hr confirm or release notice</u> and subsequently cancel such a booking, cancellation will be charged for days forfeited by the crew member based on the following payment structure:  100% for days 1 to 3 50% for days 4 to 6 25% for days 7 to 10  The crew member will not be eligible for a cancellation fee if the job is cancelled by the production company 21 consecutive days prior to commencement of shoot and visa versa, the production company will not be eligible for a cancellation fee if the job is cancelled by the crew member 21 consecutive days prior to commencement of shoot.  If 24 hours "confirm or release" notice is issued within 48 hours of commencement of the shoot (e.g. prep or shoot) then the issued agent or production company must provide their confirmation/denial within 5 hours.	9.8	All crew must be familiar with the "crew code of conduct".
		9.9	Crew rate increases will be implemented once a year and will take effect on 1 <sup>st</sup> September annually.
		9.10	All junior crew not eligible for overtime will complete production time sheets that must be handed to production and forwarded to respective agents for monitoring purposes.