

ARTICLE 5. WORKING HOURS

A. For Employees on Hourly Wages

(1) The regular workweek for employees on hourly wages shall be any five (5) consecutive days out of seven (7) consecutive days.

(2) (a) The regular workday shall consist of any eight (8) hours.

(b) A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. If the training exceeds four (4) hours, then the eight (8) hour minimum call shall apply.

(c) The minimum call on a prep day which involves a production meeting only shall be four (4) hours, but if the meeting exceeds four (4) hours, then the eight (8) hour minimum call shall apply.

(d) "Off Production" scenic artists whose calls commence at 8:00 p.m. or later, but prior to 4:00 a.m., shall receive a fifteen percent (15%) premium for the entire shift.

(e) A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day should be paid double time for those hours worked on the calendar holiday.

(3) (a) For employees on hourly wages, all work performed in excess of forty (40) hours during a regular workweek or in excess of eight (8) hours worked in any day shall be paid for at one and one-half times the employee's regular basic hourly rate.

Work performed in excess of twelve (12) hours worked in a day shall be paid at the rate of double the employee's regular basic hourly rate. For employees employed on theatrical motion pictures only, work performed in excess of fourteen (14) hours worked shall be paid the rate of two and one-half times the employee's regular basic hourly rate.

(b) Overtime pay is calculated in one-tenth (1/10) hour increments.

(4) **Rest Periods**

(a) Daily Rest Period

During principal photography, a rest period of eight (8) hours shall be allowed between one day's work and the next. If less than eight (8) hours is allowed, then all work performed shall be paid at double the employee's regular basic hourly rate for the hours so invaded; provided, however, if the employee has worked more than fourteen (14) consecutive hours on any day, the rest period shall be ten (10) hours. If less than ten (10) hours is allowed, then all work

performed shall be paid at two and one-half times the employee's regular basic hourly rate for the hours so invaded.

(b) Weekend Rest Period²

The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episodes of a series which commences principal photography on or after October 2, 2022.

(i) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

(A) the fifth day of the workweek is no longer than twelve (12) hours worked; and either

(B) 1) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

2) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or

3) work on the fifth day of the workweek is delayed due to a health and safety concern as a result of weather or a natural hazard that occurs during the course of the employee's work shift.

(C) Employer may utilize the foregoing exceptions:

1) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;

² If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

2) no more than once every six (6) weeks on episodic series and mini-series; or

3) twice on a theatrical motion picture or a one-time motion picture 85 minutes or more in length.

(ii) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

(iii) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee's fifth consecutive day of work to the start of the employee's work day on the seventh day of the workweek.

(iv) The foregoing rest periods shall not apply to a workweek shift.

(v) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Article 5.A.

(vi) The penalty for invasion of the rest period as provided herein shall be payment of additional straight time for all invaded hours.

(c) The rest period provisions of this Agreement do not apply to persons engaged on an unlimited hours basis.

(5) For employees on hourly wages, all work performed on the employee's sixth consecutive workday shall be compensated at one and one-half times the employee's regular basic hourly rate. Work performed on the employee's seventh consecutive work day or a designated holiday shall be paid for at double the employee's regular basic hourly rate.

The parties clarify that a daily employee who is hired to work on the sixth day of the production's workweek, but who has not

worked five (5) other days in that week is compensated at straight time; an employee who is hired to work on the seventh day of the production's workweek, but who has not worked six (6) other days in that week is compensated at straight time, unless it is the employee's sixth day of work within the workweek, in which case the employee is compensated at one and one-half times the employee's regular basic hourly rate.

(6) One time during the production of a motion picture (including pilots, but excluding episodic television series), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off. In the case of an episodic series, the Employer may shift the workweek as provided in the preceding sentence once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week). The parties confirm that for "on production" personnel, the foregoing "shift in workweek" provision allows for a "round-trip" switch, so that the Employer is permitted to return the workweek to the originally scheduled workweek without incurring additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring additional costs.)

If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek and the employee would receive fewer than two (2) days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

Employee shall be advised of any shifts in the workweek prior to commencement of that workweek. In no case may the Employer shift the workweek for the sole purpose of avoiding paying for an unworked holiday.

B. For Weekly "On-Call" Employees

(1) All weekly "on-call" employees shall have a work schedule permitting two (2) consecutive days off during any seven (7) days of employment.

(2) (a) If an Art Director or Costume Designer is required to work on a prep day which involves a production meeting

only, he or she shall be paid one-half day's pay, but if the meeting exceeds four (4) hours, he or she will be paid one day's pay.

(b) A weekly "on-call" employee shall be paid one-half day's pay for any day on which an employee does not work and reports for training at the request of an individual Employer, unless the training exceeds four (4) hours, in which case the weekly "on-call" employee will be paid one (1) day's pay.

(3) If any weekly "on-call" employee is required to perform work on the employee's sixth consecutive workday, the employee shall be paid three-tenths (3/10) (1½ times 1/5) of the weekly rate.

If a weekly "on-call" employee is required to perform work on his/her seventh consecutive workday or a designated holiday, he/she shall be paid two-fifths (2/5) of the weekly rate.

It is agreed that such premium pay must be authorized in advance.

(4) A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except:

(a) An employee whose work shift overlaps into a holiday or from a holiday into the next day should be paid at the holiday rate for those hours worked on the calendar holiday; and

(b) An Art Director or Costume Designer who, having commenced work on the previous day, continues, subject to the prior authorization of the Producer's designated representative, to work past 1:00 a.m. on a sixth or seventh consecutive workday, and who worked at least fifteen (15) hours, including meal period(s), before being dismissed on such sixth or seventh day worked in an employee's workweek, shall be paid for the sixth or seventh day at the applicable premium rate.

(5) One time during the production of a motion picture (including pilots, but excluding episodic television series), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off. In the case of an episodic series, the

Employer may shift the workweek as provided in the preceding sentence once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week). The parties confirm that for “on production” personnel, the foregoing “shift-in-workweek” provision allows for a “round trip” switch, so that the Employer is permitted to return the workweek to the originally scheduled workweek without incurring additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring additional costs.)

If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek and the employee would receive fewer than two (2) days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

Employee shall be advised of any shifts in the workweek prior to commencement of that workweek. In no case may Employer shift the workweek for the sole purpose of avoiding paying for an unworked holiday.

C. Meals and Meal Periods

(1) Meal periods shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half ($1\frac{1}{2}$) hours. This guarantee does not apply when such meal is supplied at the Producer’s expense.

(2) The employee’s first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. A twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted by subparagraph (3) below. An employee’s first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (4) below.

(3) The meal interval may be extended one-half (1/2) hour (one (1) hour for television) without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

(4) If any member of the company after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (30 minutes) from work time, then the first meal may be six (6) hours after such breakfast. The parties hereby confirm that the reference to a “reasonable hot breakfast” means a meal appropriate to the time of day.

(5) When an employee is working without direct employer supervision and is given the prerogative to arrange his/her meal periods, the employee shall be charged with the responsibility of taking proper meal period(s).

(6) The meal penalty for delayed meals shall be computed as follows:

On theatrical motion pictures:

First one-half (1/2) hour meal delay
or fraction thereof.....\$ 10.00

Second one-half (1/2) hour meal delay
or fraction thereof.....\$ 15.00

Third and each succeeding one-half (1/2) hour meal delay or
fraction thereof....One hour of pay at the prevailing rate

On television motion pictures:

First one-half (1/2) hour meal delay
or fraction thereof.....\$ 6.50

Second one-half (1/2) hour meal delay
or fraction thereof.....\$ 7.50

Third one-half (1/2) hour meal delay
or fraction thereof.....\$17.50

Fourth and each succeeding one-half (1/2) hour meal delay or
fraction thereof....One hour of pay at the prevailing rate

Such allowances shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(8) In addition, the parties agree to the following clarifications:

(a) A meal need not be provided to employees working at a studio.

A “studio” shall be defined as any facility with a production office and one or more sound stage(s) that is used for motion picture production on other than a temporary basis. Examples of studios include but are not limited to: Steiner Studios (Brooklyn), Silvercup Studios (Long Island City, Queens, Bronx) and Meadowlands Arena fka Izod Center.

(b) Subpart (5) of this Paragraph C. is clarified so that self-directed employees are to be given a meal allowance when a meal allowance is applicable (*i.e.*, on out-of-town locations), but will not receive meals nor meal penalties. If the employee is given a meal, however, no meal allowance shall be payable.

(c) When the Producer furnishes meals to a shooting unit, and an “off-production” crew is working on the same site at the same time for the same unit, the Producer will likewise furnish meals to the “off-production” crew.

D. Cancellation of Call

(1) The Producer shall notify an “off production” employee not later than 3:00 p.m. that said employee will not be engaged on the following day and shall notify an “on production” employee not later than 6:00 p.m. that said employee will not be engaged on the following day. In the event such notice is not given, said employee shall automatically be employed for the following day.

(2) The Producer may issue a “weather-permitting” call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call had previously been given). The Producer shall provide notice to the Union upon the issuance of a “weather-permitting” call. Inadvertent failure to provide notice to the Union is not subject to

grievance and arbitration. The Producer may cancel a “weather-permitting” call up to four (4) hours prior to the call time.

In the event a daily employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, and the Producer shall contribute one-third (1/3) of the amount due under Article 9; however, if the notification to the daily employee is untimely, the daily employee shall be paid for an eight (8) hour minimum call.

In the event a weekly “on call” employee is notified not to report to work, he or she shall be paid one-half (1/2) of one-fifth (1/5) of his or her weekly rate, and the Producer shall contribute one-third (1/3) of the amount due under Article 9; however, if the notification to the weekly “on call” employee is untimely, or the Producer authorizes the weekly “on call” employee to work that day, the weekly “on call” employee shall be paid for the day.

The foregoing is in addition to the Producer’s rights under Section 5.D.(3) below. Local USA 829 agrees that it will not unreasonably deny a request by the Producer to issue a “weather-permitting” call under this paragraph for other weather conditions.

(3) Notwithstanding the above, the Producer may cancel calls due to inclement weather as provided in subparagraph (2) above for those employees working within a fifty (50) mile radius of Columbus Circle, whether on or off production, provided that the Producer provides notice to the Union as soon as practicable. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. Producer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as the Producer makes an effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. in the evening prior to the call (*i.e.*, Sunday in the case of a Monday call). Local USA 829 agrees that it will not unreasonably deny a request by the Producer to cancel a call under this subparagraph (3) due to other weather conditions.