

# Project Labor Report



## BELOW-THE-LINE SUMMARY applicable to Union/Guild Personnel for **Juno's Revenge**

This Project Labor Report ("PLR") is summary guidance for production teams customized for their specific project. While not legal advice, the PLR provides topline guidance on the significant terms and conditions of the following union agreements that you have confirmed to us will apply to the union/guild personnel engaged on your project scheduled to be produced in the United States or Canada. Any specially negotiated agreements or terms for the Project or any material changes to the production may impact the content of this PLR.

### PROJECT DATA

- Produced for Initial Exhibition
- Project Length:
- Estimated Production Budget
- Production Location
- Production Dates

**Low Budget Theatrical Release**  
:90 minutes  
\$5,000,000  
LA, CA  
June 12, 2019-November 14, 2019

### Agreements Covered

2017-2019 I.A.T.S.E. Low Budget Theatrical Agreement – Tier 2  
Teamsters Local 399 Drivers Agreement

### Signatory Entity

Cranetown Media LLC  
Cranetown Media LLC

### Disclaimer

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**We strongly advise you to consult a licensed entertainment labor attorney to ensure that the information provided in any PLR is current, accurate, and meets your specific needs.**

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## IATSE - Low Budget Theatrical Agreement - Tier 2

Applicable Agreement: IATSE [Low Budget Theatrical Agreement](#) ("CBA") – 2017-2019. This Agreement shall remain in full force and effect until December 31, 2019.

### I. SCOPE AND APPLICATION

A. This Agreement shall be applicable to all low budget theatrical productions, produced in the U.S. or ....

B. During the term of this Agreement,<sup>1</sup> the low budget tiers shall be as follows (effective 1/1/17):

**Tier 1:** Production costs budgeted under \$6,000,000.

**Tier 2:** Production costs budgeted between \$6,000,001 to \$10,000,000.

**Tier 3:** Production costs budgeted between \$10,000,001 to \$14,200,000

**Above Tier 3:** For all productions with production costs in excess of the Tier 3 budget limits, in the United States the wages, benefits and terms and conditions ....

<sup>1</sup>The applicable tier shall be based on the date on which principal photography commences and computed in US dollars. January 1<sup>st</sup> anniversary date wage rate and benefit contribution increases shall not be deemed "production costs" for films which commence principal photography prior to such anniversary date.

C. Prior to the commencement of pre-production work on a motion picture as defined above and covered by this Agreement, the Employer shall submit IATSE an ....

D. Employer shall provide the IATSE, upon request, with a ....

E. IATSE shall have the right at any time to inspect at the Employer's offices all records, ....

<sup>2</sup>References in Article I, D, to the Basic Agreement and Local Agreements for productions based in Canada shall be deemed to be references to the standard Local IATSE agreement applicable to theatrical motion picture production in the Province where production takes place.

F. There shall be no subcontracting of ....

- a) All technical and artisans engaged in rendering services on the project will be employed ....
- b) In the event, there is any modification of terms to the CBA specific to the Project. Production will coordinate the negotiation of such terms with their respective counsel.
- c) A listing of key IATSE production information and forms (as applicable) will be provided under separate cover to the designated production point person for completion.
- d) A summary of IATSE working conditions ....
- e) If IATSE Post-Production Editorial staff are engaged ....
- f) Teamsters are usually engaged to render services on theatrical films. Please consult with your labor counsel for further discussions.
- g) Production should advise if there are any plans for the production of original made-for-new media content related to the project to help ensure the ....
- h) Director of Photography ("DP") and the Producer of the film may ....

### II. KEY WORKING CONDITIONS

#### MEAL PERIOD

A. Meal periods shall not be less than 1/2 hour nor more than 1 hour in length. Not more than 1 meal period shall be deducted from work time for an employee during the ...

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B. The employee's first meal period should ....

C. The first deductible meal period may be extended by 15 minutes ....

Extensions of the meal periods are ....

D. A meal penalty allowance for delayed meals shall be computed as follows:

- |   |         |
|---|---------|
| 1. First one-half hour meal delay or fraction thereof                     | \$8.50  |
| 2. Second one-half hour meal ...  |         |
| 3. Third and each succeeding one-half hour meal delay or fraction thereof | \$13.50 |

Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee. Any meals provided may be deducted from the per diem at the above stated rates.

## LOCATIONS / TRAVEL / 6<sup>TH</sup> and 7<sup>TH</sup> Day

A. Employees shall report to work at designated local production locations within a circular thirty (30) mile zone, the radius of which is the Employer's production office, unless ....

B. The 30-mile zone in LA shall be measured from ....

C. When an employee is required to transport themselves between production locations, they shall be paid a mileage allowance for such travel at the applicable IRS or CRA rate unless they are being provided with a reasonable car allowance. All mileage calculations are to be based on the shortest "driveable" route.

D. Employees may be requested to report to a production location outside the 30 mile zone, in which case the employee shall be paid all transportation costs, including ....

E. Any employee whose primary residence is more than ....

F. Work time for employees on overnight location, including distant hires, shall be calculated on a portal-to-portal basis and they shall be provided with transportation to and from the daily production location. Rest periods shall be calculated on a portal-to-portal basis when working inside the zone as set forth above.

G. On any day in which an employee reports to any production location outside the local 30-mile production zone described above and whose work and travel time from the edge of zone exceeds 14 hours, ....

H. For the sixth and seventh day not worked ....

## MINIMUM DAILY CALL

A. The minimum daily work call during pre-production and production shall be 8 hours excluding meals.

B. Work time begins at the time of the set call and ends at the time of set dismissal.

C. The minimum call on a prep day ....

D. The minimum call on a travel only day shall be 4 hours and the maximum shall be 8 hours paid as a straight time.

E. On a day when an employee is required to both work & travel, all hours such day shall be considered work hours.

F. There are no guarantees of employment ....

G. If an employee works continuously for ....

H. Wages must be paid to employees no later than the Friday following the end of each production work week.

I. Dolly grips hired on a weekly basis may be paid the same rate as a Best Boy Grip employed on a weekly basis.

J. Swing Gang members hired on ....

## WORKWEEK

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- A. The work week shall be any 5 or 6 consecutive work days within 7 consecutive days.
- B. The work week may be shifted 2 times without incurring additional costs during principal photography.

The foregoing applies ....

## WORK WEEK SHIFTS

The IATSE will continue its past practice of considering timely requested waivers to permit additional workweek shifts related to a scheduled holiday hiatus and/or travel to or from an overnight production location.

## OVERTIME

- A. The first 8 work hours during the first 5 days of a work week shall be at straight time.
- B. Work hours in excess of 8 on the first 5-days of the work week and on a 6th work day shall be paid at time +1/2.
- C. Double time shall be paid ....
- D. In order to discourage excessively long work days, work hours beyond 15 on any day shall be paid at triple time.
- E. All time is to be computed in one-tenth (1/10) hourly units and overtime premiums shall not be compounded.

## REST PERIODS (Turnaround)

- A. There shall be a 10-hour rest period from set wrap to set call for both on and off production personnel
- B. There will be a ....
- C. The maximum penalty for a rest period invasion will not exceed triple time under any circumstances.
- D. If the full rest period is not provided, then ....

## CANCELLATION OF CALLS

In the event of the cancellation of a call for a current ....

## HOLIDAYS

The following shall be recognized as holidays: .... Weekly employees shall be ....

## TITLE CREDITS

Title credits may be given ....

### III. WAGE RATES/PAYMENTS (Attached)

- A. The applicable minimum wage rates for positions covered by this Agreement are set forth in Appendices A, B, C, and D found here....
- B. For all persons hired to work on a production (without respect to where hired or employed) with production costs budgeted within Tier One, the minimum wage rates of **Appendix B** shall apply.
- C. For persons ...
- D. For persons hired under Article XII to work on a production with production costs budgeted within Tier Two or Tier Three, the applicable minimum wage rates of **Appendix C** shall apply.

### IV. PENSION AND HEALTH

A. Employees hired by the Employer to perform services LA County, or hired by the Employer in LA County to perform services outside LA County shall have benefit contributions remitted on their behalf to the Motion Picture Industry Pension and Health Plans ("MPIHP") and ....<sup>5</sup>

B....

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## Local #399 Teamsters Agreement 2018-2021

The term of this Agreement ("CBA") shall commence on August 1, 2018 and shall remain in effect until July 31, 2021.

### I. SCOPE AND APPLICATION

The CBA shall be applicable to the classifications of employees ....

1. All employees engaged in rendering services on the project will be employed subject to the minimum terms and conditions of the CBA, (including any published Side letters).
2. In the event, there is any modification of terms to the CBA specific to the project. Production will coordinate the negotiation of such terms with their respective counsel.
3. A listing of key Local 399 ....
4. A summary of Local 399 working conditions provided below are organized into two categories: Studio and Distant Location. Please review both categories to determine the applicable conditions for your production.
5. Local 399 members residing outside of the geographically area of the CBA ...
6. A complete crew list & production schedule must be submitted to Local 399 ...
7. The Local 399 Teamster logo (bug) must be used in end credits.
8. Production should advise if there are any ....
9. This document does not pertain to coverage of ....

### II. KEY WORKING CONDITIONS

The 13 Western States include Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, ....

#### STUDIO

##### A. ON PRODUCTION

	Straight (8)	Overtime (8+)	Gold (14+)
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Rest Period: 8 hours

##### B. BUS TO

	Straight (8)	Overtime (8+)	Gold (14+)
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Rest Period: 8 hours

##### C. OFF/ON PRODUCTION REPORT TO

	Straight (8)*	Overtime (8+)	Gold (14+)
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Rest Period: 8 hours

##### D. NIGHT PREMIUM

Off Production employees called to work between 6:00 am and 8:00 pm receive 110% of basic rate after 8:00 pm until 6:00 am. If called to work between ....

##### E. ON CALL

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F. PARTIAL WORK WEEK: Any day worked prior to or after one full week of employment may be prorated at 1/5th of the studio weekly rate.

G. MEALS

H. MEAL PENALTY

1st 1/2 hr. or fraction thereof	\$10.00
2nd 1/2 hr. or fraction thereof	\$12.50
Every 1/2 hr. thereafter	\$15.00

I. HOLIDAYS WORKED: 7 Days on Production, Bus To, On Production, Report To: 2x rate Gold (14+): 5x rate

J. HOLIDAYS NOT WORKED

K. SECONDARY STUDIO ZONE

The "Secondary Studio Zone" consists of an area extending ten (10) miles from the perimeter of the Studio Zone and including John Wayne Airport. When an employee is directed to report to a location within the Secondary Studio Zone, the following shall apply:

## DISTANT HIRES

A. MEALS

1. Meal Period: ...
2. Exception: Period may be extended to 6....

B. MEAL PENALTY

C. ON PRODUCTION

	Straight (8/40*)	Overtime (8+)	Gold (14+)
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D. ON CALL

1. WORKED

2. IDLE 6TH OR 7TH DAY

Daily/Weekly	4-hour straight at scale (8 pension hrs.)
On Call	1/12 of the scheduled studio minimum "on call" rate (6th day: 7 pension hrs.; 7th day: 8 pension hrs.)

3. ANY TRAVEL DAY

4. PARTIAL WORK WEEK:

5. HOLIDAYS WORKED: 7 Days: 2x rate Gold (14+): 5x rate

6. HOLIDAYS NOT WORKED:

7. ON CALL/WEEKLY:

8. CHANGE OR CANCELLATION OF CALL:

## III. WAGE RATES/PAYMENTS

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LINK:

## IV. PENSION and WELFARE CONTRIBUTIONS

Pension and Welfare	\$...
Contract Services	0.1988 (Location Managers only)
Vacation Contribution	...
Holiday	3.72*

\* *Vacation and Holiday payments may ....*

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## General Notes

Some general issues for union productions that you should be aware of:

- 1) Union members are covered under the Affordable Care Act and while their benefits are provided by their union, annual notices (IRS Form 1095-Cs) still need to be sent to them.
- 2) Timing for payment is dictated by state employment law as well as the applicable union codes.
- 3) AMPTP IATSE signatories are required to pay into the Local 161, 764, 798 and 829 Training Funds for those employers using those members in their productions up to a max of \$3,500 per local per annum.
- 4) AMPTP IATSE signatories are “full boat” in that all IATSE covered positions within the U.S. (or with IATSE members outside of the U.S.) must be done “union” *including* post-production as well as Local 871 script coordinators and writers room assistants.
- 5) Do not assume just because a company is AMPTP represented that they are also a member of the very exclusive \$15M+ club which impacts fringe rates.
- 6) Prior to engaging a prospective crew member, you should verify through the Contract Services Administration Trust Fund (“CSATF”) that the individual has met all necessary safety and training requirements.
- 7) If your signatory is signed to the Post Production Supervisors Non-Affiliate Agreement and if you offer benefits to any non-affiliate Post Production Supervisor, you need to offer the same to all Post Production Supervisors.