



Location Labor Agreement:

J&M Special Effects (J&M) agrees to provide _____ (the client) labor services under the following conditions:

1. **CALLS:** All labor is provided on a per crew person per hour fee basis with a minimum ten hour call. Exception may be made for a minimum five hour call. Extensions of five or ten hour calls are at the overtime rate (see below.)
2. **HEAD & CREW RATE:** Crew Head/ Supervisor rate is \$75.00 per hour for the first 5 or 10 hours as booked by client. Crew member (assistant and support personnel) rate is \$59.00 per hour for the first 5 or 10 hours as booked by client. Crew is billed in full hour increments. A grace period of five minutes into the next hour is acceptable; any portion of an hour worked beyond the first five minutes will be billed as a full hour.
3. **PYROTECHNICIANS and GUN HANDLERS:** Rates as quoted, work rules as below.
4. **CALL TIMES:** J&M crew and specialists may be called to a studio or theater location within 25 miles of Columbus Circle without incurring travel time. If crew or any of the specialists are called to a remote location other than a studio or theater, then the hourly rate will begin at the commencement of travel and will complete at their return to their home or the J&M shop. Client must provide transportation if requested for work outside Manhattan (below 125th street).
5. **TRAVEL:** If crew is called to a remote city then the client agrees that J&M will charge a full day rate for any crew that are traveling and not working on the day of travel. If there is a work call on the day of travel then the client agrees to pay for the crew from time of departure until the end of the work call in the remote location. Overtime rules apply. All non-worked days on location are paid at straight time. Per Diem based on [current GSA rates](#) to be paid to crew in cash on arrival.
6. **DELIVERIES:** If J&M is providing trucking, the start of the call will begin when the technician leaves the J&M shop with the equipment and ends when he/she returns the equipment to J&M.
7. **CANCELLATION:** Crew may be cancelled by the Client without penalty up to 48 hours before the start of any call. If any call is cancelled by the Client with less than the required notice the client agrees to pay a labor cancellation fee of a straight time call for each crew member originally called. Adjustments to call time may be made up to 24 hours before the start of any call or with the approval of the Production Manager or the J&M Production Coordinator onsite.
8. **OVERTIME:** If a call continues after the 5th or 10th hour as booked by client the rate for each hour or part thereof shall be at one and one half times the straight time rate.
9. **DOUBLE TIME:** If the call continues after the 12th hour then the rate for each hour or part thereof shall be at two times the straight time rate.
10. **SIXTH & SEVENTH DAYS:** If crew is called for work six days in a row then the sixth day shall be billed at the overtime rate for each crew member called up to 12 hours and double time thereafter. If crew is called for a seventh day in a row for the same client then that day and each subsequent day until a day off shall be billed at the double time rate. Travel days are exempt from sixth & seventh day penalties.
11. **SHORT TURNAROUND:** If any crew is called for the same client within ten hours of the end of the previous call for the same client then each crew member so called shall be in short turnaround. Short turnaround will continue for each crew member until reset by ten hours off or the end of the final call for the client, whichever is sooner. Any crew person on short turnaround will be paid at the overtime rate up to 12 hours and double time thereafter.
12. **MEALS and BREAKS:** J&M crew shall be entitled to a 15 minute coffee break in each five hours of work. Meal breaks shall be one hour long unless the client provides catering onsite, with catered meals the break may be one half hour. The client agrees to break between three and six hours from the start of the call. If no break is given by the end of the sixth hour then a late meal penalty of \$15 will be billed for each crew member not broken. Penalties will continue at the following rates: 2nd ½ hour late \$17.50, 3rd ½ hour late and each additional ½ hour \$20.

Agreed to:

Print Name Signature Title Date