

**COMMERCIAL PRODUCERS ASSOCIATION  
BROADCAST ADVERTISING CONTENT GUIDELINES – NOVEMBER 2022 (V2)**

These revised working guidelines become effective as of 1<sup>st</sup> November 2022. Any deviation from the below guidelines must be dealt with in writing, prior to any crew booking confirmation. These working guidelines apply to all crew as defined below.

**IMPORTANT NOTES**

- It is the responsibility of every crew member to understand and acknowledge the CPA Crew Working Guidelines and become familiar with all revisions that may occur.
- It is the responsibility of every crew member to read the production company's terms and conditions at the end of every producer's call sheet.
- Crew Safety is paramount in any and all situations and it is recommended that crew members, their agents and production companies work together to ensure that all elements of the work-day factor crew safety at the forefront. It is also recommended that no crew member work more than 60 hours per week. No-one should ever be prejudiced for putting crew safety first.

**A. GENERAL**

- A1. **The CPA** is the South African trade association of production companies that produce broadcast advertising content for local and international markets.
- A2. **The Commercial Production Company** is a business that provides the physical basis for work in the fields of broadcast advertising content.
- A3. **The Producer(s)** means a person, or body of persons, or a representative nominated by the production company, who are members of the CPA and who are contracted to produce broadcast advertising content.
- A4. **Crew** means all film industry specific personnel contracted, for a fixed period of time, on their payroll, by the Producer / Production Company.
- A5. **Annexure** means the addendums to the working guidelines, which stipulate standardised recommended rates for per diems, mileage, travel expenses, meals, vehicles and telephones, and may be amended from time to time, and as specified by the SA Revenue Services ( SARS ).
- A6. **Day Rate** shall mean the crew members fee for a 10-hour workday and upon which overtime and premium rates will be calculated. This rate may be increased, in line with inflation, once a year, with effect on the 1<sup>st</sup> September annually. Rates need to align with current local markets and industry trends and should fall within the CPA recommended rates.
- A7. **Deals** shall mean negotiations around adjusted day rates that will result in prompt payment for the crew member, as detailed in relevant sections below. There may be only **one deal applied per job** and all deals need to be **offered in writing before** the crew member is confirmed to the job. The crew member has the right to refuse a deal on a job, prior to confirmation of the job.

**B. SPECIFIC DEFINITIONS AND RATES OF PAY**

**B1. Pencil**

- B1.1 A "pencil booking" shall mean a provisional booking, yet to be confirmed.
- B1.2 A crew member can be pencilled by a producer for no longer than 10 working days before a confirmation or release of the booking will be required.
- B1.3 Pencil bookings are done on a first-come, first-serve basis.
- B1.4 A crew member may hold more than one pencil booking over the same work dates and these will be allocated to the relevant producers using a numerical system ( i.e. P1, P2, P3 )
- B1.5 The producer holding the P1 has first right to confirm or release a crew member.
- B1.6 A crew member may hold their own P1 status, however this needs to be clearly communicated to any production companies / producers that want to make any subsequent pencil bookings. The production company / producer has the right to know who holds the crew member's bookings ahead of them.

**B2. Confirmation**

- B2.1 "Confirmation" shall mean the producers written commitment to use the crew member on any given workday as stipulated by the producer.
- B2.2 The producer may only confirm a crew member once their client has confirmed the job, in writing, and not before.
- B2.3 All crew confirmations need to be made in writing, via e-mail.
- B2.4 Should a crew member hold more than one pencil and a later pencil wishes to confirm the crew member, a 24-hour confirm or release will be issued.
- a) The 24-hour time frame will be considered to have commenced from the time the confirmation e-mail is sent to the crew member or their agent, unless sent outside of normal working hours. If sent outside of working hours, the next start of the workday will be considered the start time of the 24-hour time frame.
  - b) All producers, holding pencils above the producer issuing the 24-hour confirm or release, will be sent immediate notification and advised of the start time. They will then have exactly 24-hours, from the start time, to confirm or release the crew member.
  - c) If the producers, issued with a 24-hour confirm or release, do not respond in the required time frame, the crew member will automatically be confirmed by the issuing producer at the end of the 24-hour time frame.
  - d) If a 24-hour confirm or release is issued within 48-hours of the commencement of the confirmed booking, the issued crew member and / or issued producer must provide their confirmation or release within 5-hours.
- B2.5 Confirmation of a crew member, via e-mail, is binding on both parties and may be subject to penalty fees for cancellation on either party.
- B2.6 No crew member may be booked on more than one production at a time, unless agreed to by both producers. This agreement needs to be made in writing prior to the confirmation of the second booking.

**B3. Prep Day**

- B3.1 A "Prep Day" shall mean a day of 10 consecutive hours with no applicable overtime hours, that falls before the technical ( gear check, technical rehearsal, pre-rig etc ) and/or shoot days as clarified below. Any overtime worked must be confirmed and approved by the Producer before it undertaken and invoiced.

**B4. Standard Day**

- B4.1 A "Standard Day" shall mean a shoot day of 10 consecutive hours with applicable overtime hours after the 10<sup>th</sup> hour, as reflected below. The full length of the day, from crew call to "tail-lights", **may not exceed 18-hours**

**B5. Premium Day**

- B5.1 A "Premium Day" shall mean any Sunday, Public Holiday or first night of a night shoot. Should a night shoot or a public holiday fall on a Sunday or similar, the day will be deemed a premium day and only **one premium rate** calculation will apply.
- B5.2 A "Public Holiday" shall mean any day deemed as such by the South African Government and as defined in the Public Holidays Act 36 of 1994, including days allocated should the official Public Holiday fall on a Sunday.
- B5.3 Premium days shall be calculated @ 1,5 x the standard daily rate and based on standard day working hours.
- B5.4 A premium rate will be paid for each day after 6 consecutive shoot days, until a day of rest is provided.
- B5.5 A premium day rate may be adjusted as a result of a deal. Please refer to the "Payments" section below for details.

**B6. Extended Day**

- B6.1 "Extended Day" shall mean a standard shoot day of more than 14-hours and **no longer than 18-hours**.
- B6.2 The producer has to inform the crew member no less than 3 working days prior to the first shoot day, when the extended day is planned.
- B6.3 If a shoot continues beyond the prescribed time, crew should be permitted to leave set at a reasonable time before the commencement of their next call.
- B6.4 Overtime will be paid as per a standard day.
- B6.5 **In order to prioritise the safety of crew, it is advisable for crew to have a day off after a scheduled extended day.** If crew have another booking after the extended day, both producers need to be notified.

**B7. Travel Day**

- B7.1 A "travel day" is a day called as such by the producer and which involves travel to and from a location in which the travel time is not greater than a standard day.
- B7.2 Travel days will be billed at half the standard day rate, regardless of whether they fall on a premium day or not.
- B7.3 Should the travel time be longer than 10-hours, the additional hours over 10 will be billed @ pro rata day rate. E.g. Day Rate of R 1 000.00. Travel of 12-hours calculated at half day of R 500.00 and 2-hours pro rata of R 200.00, totalling R 700.00 for the day.
- B7.4 Designated drivers will treat a travel day as a standard day / premium day with normal overtime structures. Travel time for less than 5 hours will be billed as a half day.
- B7.5 Travel hours should not exceed the reasonable time required to reach a specific destination.

**B8. Weather Day**

- B8.1 "Weather day" shall mean a day which occurs if the scheduled shoot day is not completed due to the weather. The weather day may be added on to the end of the scheduled shoot period or may be booked as an additional day at such time as scheduled by the producer.
- B8.2 Weather days should be pencilled at time of crew confirmation.

**B9. Post Day**

- B9.1 "Post Day" shall mean a day of 10 consecutive hours with no applicable overtime hours, that falls after the shoot days.

**B10. Day Off**

- B10.1 A "Day Off" shall mean a period where a minimum of 24-hours rest is given.

**B11. Working Hours**

- B11.1 Regardless of the day type ( e.g. prep day, standard day, night shoot, premium day etc ), working hours shall be 10-hours and **shall never exceed 18-hours**, from crew call to "Tail-lights".
- B11.2 These 10-hours will include all meals and only after the specified hours are worked shall overtime apply.
- B11.3 A full day will be billed if the hours worked are more than 5-hours, unless it is a technical / shoot day, as specified in points B.19 – B.22 below.
- B11.4 A half-day will be billed if the hours worked are 5-hours or less, unless it is a shoot day. Half-days should be clarified prior to them being confirmed/worked.
- B11.5 Working hours may be adjusted as a result of a deal. Please refer to the "Payments" section below for details.
- B11.6 Working hours **should not exceed 18-hours per day**, from crew call to "tail-lights". Should the day reach these hours the producer needs to ensure there is transport available for all crew after wrap. No crew member should be asked to drive after an excessively long shoot day.
- B11.7 No crew member should be given less than 6-hours rest between wrap and call. No crew member shall be required to work without having had at least 6-hours rest between wrap and call and this needs to be managed by the crew member and their agent across the crew members calendar.
- B11.8 No workday should be booked after a night shoot. The premium is paid to cover the day of rest following a night shoot.

**B12. Call Time**

- B12.1 A "Call Time" is the time stipulated by the Producer that cast and crew need to be on the set, or a specific location, ready to work.
- B12.2 In the event of the set being within 40kms of the CT Station or the Rosebank Gautrain Station, call time will be the time stipulated by the Producer, regardless of own or provided transport.
- B12.3 In the event of the set being further than 40kms of the CT Station or the Rosebank Gautrain Station, then call time will include travel time from the applicable stations to the set or location.

- B12.4 In the event of the set being further than 40kms of the CT Station or the Rosebank Gautrain Station, transport will be provided by production. Crew who do not use this provided transport will make their own way, at their own expense, to the location.
- B12.5 Should a crew members call time fall outside of the provided transport departure times, their travel expenses will be reimbursed by the producer.
- B12.6 Designated drivers call times will be taken from the time of vehicle collection point, regardless of distance to and from set or location.
- B12.7 Call times for all crew will be logged on production time sheets based on the call times stipulated by the producer and reflected in the call sheet, including above parameters.
- B12.8 Call Time for a standard shoot day **may not be earlier** than 03h30. Crew members should be notified at time of booking should call times be earlier than 04h00 and if this is not possible no less than **3-days prior to the shoot commencing**.

### B.13 **Wrap Time**

- B13.1 "Wrap" signals the end of a shoot, technical recce and technical rehearsal, as called by the Producer.
- B13.2 Camera wrap means the end of filming on a shoot day and is used as the base reference to calculate all crews working hours.
- B13.3 Designated drivers wrap times will be taken to the time of vehicle delivery, regardless of distance to and from set or location.
- B13.4 Wrap Times for all crew will be logged on production time sheets based on the full technical wrap, as stipulated by the producer, including time to clear a location or set and the above parameters. If timesheets are not signed or times are not confirmed within 48 hours of the wrap, then it will revert to camera wrap time.
- B13.5 Wrap is the definitive end to the workday and any additional work thereafter needs to be negotiated with the producer and included in the time sheets.
- B13.6 Should a crew member have an early call on the day following their current shoot day, they have the right to ask to be released before the anticipated wrap time, as long as they make this request before 17h00.
- B13.7 This will not apply if the day has been booked as an extended day.

### B.14. **Time Sheet**

- B14.1 A **Time Sheet** is used by production for recording the start and finish of each crew members technical workday and applicable hourly pay period.
- B14.2 All crew should complete this sheet, regardless of whether they qualify for overtime or not.
- B14.3 This is the final reference around which all crew invoicing is based and needs to be signed by each crew member at the end of each technical workday.

### B.15. **Overtime**

- B15.1 "Overtime" refers to any hours worked, by applicable crew members, that exceed the agreed to working hours on a technical workday. The following crew members are excluded from overtime: Production Crew and Trainees in all departments.
- B15.2 Overtime rates will be based on the applicable day rate ( Premium days overtime will be calculated on the premium day rate ).
- B15.3 Overtime is calculated as follows:

- 1<sup>st</sup> 4 hours @ 1,5 x pro rata day rate;
- thereafter @ 2 x pro rata day rate.

The following crew members are excluded from this calculation: Runners, Production Assistants and Chaperones. These crew members will earn overtime after 14-hours @ pro rata day rate.

- B15.4 Any crew driving any other personnel should not work longer than 14-hour days, unless they are given a mandatory rest period during the course of the day. This rest period should be no less than the hours required to complete a 14-hour workday. e.g. If the day is scheduled at 16-hours, all chaperones / drivers should have a mandatory rest period of 2-hours during the course of the workday.
- B15.5 Overtime will be calculated in 15-minute increments. Wrap called after the quarter hour will be rounded up and wrap called up to the quarter hour will be rounded down.
- B15.6 Should the crew members full technical wrap time on the last or only day of a shoot be after 24h00, triple time will be incurred for every additional working hour ( or part thereof ), regardless of whether it was an extended day or not.
- B15.7 Overtime will not be applicable on any prep days. Should a crew member be requested to work late on the night before a shoot, overtime may be negotiated with the producer and will be at the producers discretion.

### B.16. **Turnaround**

- B16.1 "Turnaround" is the time interval from the time a crew member wraps to the time they are called back onto set. Industry standard calls for a minimum of 10-hours turnaround between wrap and call on the same shoot.
- B16.2 The producer will endeavour to achieve the standard turnaround times on all shoot days, it being acknowledged that a turnaround of less than 10-hours is the exception and not the norm.
- B16.3 Turnaround penalties will be applicable on any deviation from the industry standard. Penalties are calculated as follows:

- 1<sup>st</sup> 2 hours @ pro rata day rate;
- Next 2 hours @ 2 x pro rata day rate;
- thereafter @ 3 x pro rata day rate.

Example: Day Rate @ R 1000.00. 6-hours of rest given resulting in a 4-hour penalty. 1<sup>st</sup> 2 hours @ R 100.00 and next 2 hours @ R 200.00 resulting in total penalty of R 600.00.

- B16.4 Turnaround is applicable to **all crew** members, including production.
- B16.5 Turnaround is not applicable on any prep days. Should a crew member be forced to work late on the night before a shoot, turnaround will be applicable and is only payable if cleared with the producer before the hours are actually worked.

### B.17. **Split Shift**

- B17.1 A "Split Shift" shall mean a day / night shoot stipulated as such by the producer in which a minimum break / time out of no less than 4-hours is called during the course of the shoot day / night.
- B17.2 A split shift may not be classified as such if crew are not permitted to leave set during the hours between filming. The crew have to be able to go home, to base, hotel etc during the break.
- B17.3 The producer has the option to call a split shift day in which the minimum payment will be a standard / premium day with the normal overtime structures applying.
- B17.4 The 4-hour break is from wrap to call time back on set, including any travel time if set or location is further than 40kms from the designated production office.
- B17.5 The producer must inform the crew member in writing of the split shift on confirmation of the booking or no less than 3-days prior to the first shoot day.
- B17.6 Call Times on a split shift day may not be later than 08h00 for the first shift and 16h00 for the second shift.

### B.18. **Night Shoot**

- B18.1 A "Night Shoot" shall mean a shoot day where the call time is 15h00 or later.
- B18.2 If a shoot is called between 12h00 and 15h00 and continues after 24h00, it will revert to a night shoot.
- B18.3 The producer must inform the crew member in writing of the night shoot on confirmation of the booking.
- B18.4 A first night of a night shoot is considered a premium day.
- B18.5 Crew members may not be booked on a standard day on the day that falls immediately after a night shoot. A rest day needs to be booked for every day following a night shoot.

### B.19. **Technical Recce Day**

- B19.1 A "Technical Recce Day" shall mean a day called as such by the producer, where no filming takes place and the hours worked do not exceed 5-hours. Should any filming happen on this day it will revert to a shoot day and call time will be from the commencement of the workday and overtime will apply after 10-hours.
- B19.2 A technical recce day will be billed as a half day up to 5-hours worked.
- B19.3 If more than 5-hours but less than 10-hours are worked, hours will be calculated pro rata based on the standard day rate. If more than 10-hours are worked normal overtime rates will apply.
- B19.4 Premium days will be billed at premium rates.
- B19.5 If the producer is prepared to wait for confirmation of a recce 24-hours before it is due to occur, only an hourly pro rata rate will be charged as the crew member would not have lost any work.

### B.20. **Gear Check Day**

- B20.1 A "Gear Check day" shall mean a prep day called as such by the producer, where no filming takes place and the hours worked do not exceed 5-hours. Should any filming happen on this day it will revert to a shoot day and call time will be from the commencement of the workday and overtime will apply after 10-hours.
- B20.2 A gear check day will be billed as a half day up to 5-hours worked.
- B20.3 If more than 5-hours but less than 10-hours are worked, hours will be calculated pro rata based on the standard day rate. If more than 10-hours are worked normal overtime rates will apply.
- B20.4 Premium days will be billed at premium rates.

### B.21. **Pre-light Day**

- B21.1 A "Pre-light Day" shall mean a prep day called as such by the producer, where no filming takes place and the hours worked do not exceed 5-hours. Should any filming happen on this day it will revert to a shoot day and call time will be from the commencement of the workday and overtime will apply after 10-hours.
- B21.2 A pre-light day will be billed as a half day up to 5-hours worked.
- B21.3 If more than 5-hours but less than 10-hours are worked, hours will be calculated pro rata based on the standard day rate. If more than 10-hours are worked normal overtime rates will apply.
- B21.4 Premium days will be billed at premium rates.

### B.22. **Pre-rig / De-rig Day**

- B22.1 A "Pre-rig / De-rig Day" shall mean a day called as such by the producer and in which no filming is undertaken and the hours worked do not exceed 5-hours. Should any filming happen on this day it will revert to a shoot day and call time will be from the commencement of the workday and overtime will apply after 10-hours.
- B22.2 A pre-light day will be billed as a half day up to 5-hours worked.
- B22.3 If more than 5-hours but less than 10-hours are worked, hours will be calculated pro rata based on the standard day rate. If more than 10-hours are worked normal overtime rates will apply.
- B22.4 Premium days will be billed at premium rates.

### B.23. **Standby**

- B23.1 "Standby" shall mean when a crew member is held by the producer for a specific day and not completely confirmed for the day.
- B23.2 Should a crew member be classified as stand by, on any given day, and not be released by 10h00 on the morning of the given day, a half day fee will apply.

### B.24. **Postponement**

- B24.1 Postponement of a shoot shall mean the postponement of a confirmed shoot to a later date, as advised by the producer. The new booking dates need to be confirmed within 30 calendar days from the date of postponement and need to be shot within 90 calendar days from the date of postponement, failing which cancellation, detailed herein will apply.
- B24.2 Postponement may only be called **once** on any given shoot. A second postponement may only be called in the event of force majeure whereby the production company, client or agency are unable to fulfil the contract as a result of entirely unforeseeable circumstances.

- B24.3 Should clients wish to forego cancellation and postponement terms, for any valid reason, e.g. global pandemic, this needs to be clearly defined prior to the crew booking, in writing, and needs to be agreed to by the crew member before they are booked onto the job.
- B24.4 If a confirmed crew member is not available for the new shoot dates, standard cancellation fees as detailed herein will apply.
- B24.5 Crew who have already commenced pre-production on a job that is then postponed will be entitled to charge cancellation as set out in Clause F4.

#### C. MEALS

- C.1 Meals are to be provided within a working day and should be a maximum of 6-hours apart. The 6-hours is calculated from the completion of the previous meal.
- C2. Any on-set crew working prep and post days or are off location / set are entitled to a meal after 6-hours of work and this is to be invoiced as per the Addendum rates.
- C3 Meal breaks should not be shorter than half an hour. Breakfast will be provided if the call time is before 07h30 on any shoot, recce or technical day.
- C4. Meals are to be provided during a split shift if food is unavailable near the crew members place of rest.
- C5. A third meal should be provided on an extended day or if a shoot goes longer than the 6-hour break from the previous meal.

#### D. INSURANCE

- D.1 Crew are responsible for their own health and medical insurances. Regular 6-month medical check-ups will help in the event of a claim with an insurance company.
- D2. Crew personal insurance should also include protection against injury or loss of earnings.
- D3. Equipment, personal belongings and vehicles owned by crew members and hired to the producer are the responsibility of the crew member. If insurance is to be charged for any of these personal items, this must be negotiated with the producer upfront, as some production companies carry their own insurance for these items.
- D4. Should crew members hire any of their equipment, personal belongings and vehicles to a production company / producer, the crew member takes full responsibility for the replacement of these items on set in the event of damage or failure. A clear contract of understanding on whose insurance covers the crew gear and the resultant shortfalls in the event of damage or failure needs to be in place prior to the commencement of the shoot.
- D5. The producer may take out limited personal accident cover for crew on a shoot and it is therefore advised that crew have their own insurance to cover any shortfall from the producers cover.

#### E. PAYMENT

- E.1 Crew day fees will be paid within twenty ( 20 ) calendar days of receipt of the final invoice but is negotiable with the crew member.
- E2. Payments will only be made once all outstanding petty cash floats have been reconciled and approved by the producer.
- E3. In the event of queries, the producer may only delay the individual under reviews payment and not the entire agents statement, if applicable.
- E4. Income tax, as per the current SARS tax tables, will be deducted by the producer on all salaries and applicable allowances as dictated by SARS, unless provided with a specific written directive from SARS. Please refer to Annex B for details.
- E5. Deal payments will be made after 7 consecutive days of the **receipt of correct final invoice and not the invoice date**. If there is petty cash owed, payment will only be made once this is reasonably reconciled and approved by production. All responsibilities and commitments of the crew member to the production house need to be reasonably reconciled and approved by production before payment date calculations will be made. This deal will not include prompt payment on equipment, vehicles, phones etc and these should be invoiced separately and will be paid according to standard terms i.e. 30 days. Should the Production Company not uphold their end of the deal, the crew member will be entitled to invoice based on the 10-hour or premium day and payment will then be due on the 20th day after the original invoice was issued. The crew agent will issue a new invoice and may include additional costs related to the re-issue of paperwork.
- E6. Interest on late payments may be charged by the crew member or their agent, subject to the crew members discretion and business terms as stated on the invoice.
- E7. Crew members are to receive payment for any personal items utilised on the production – mobile phones, vehicles, equipment, tool kits etc. Please refer to Annex A for details.

#### F. CANCELLATION TERMS

- F1. Cancellation shall mean either the cancellation of a confirmed workday / shoot or the cancellation of a confirmed crew member by either the producer or the crew member.
- F2. If a crew member is cancelled or cancel themselves twenty-one ( 21 ) consecutive days or more prior to a shoot commencing, no cancellation penalties will apply, regardless of how the crew member was booked. ( i.e. 24-hour confirmation)
- F3. Cancellation penalties are only applicable on crew day fees.
- F4. Should a crew member be cancelled or cancel themselves within five ( 5 ) working days of commencement of their confirmed booking, cancellation penalties shall be calculated as follows:
- First 2 confirmed days @ 100% of day rate.
  - 3<sup>rd</sup> to 5<sup>th</sup> confirmed days @ 50% of day rate.
  - 6<sup>th</sup> to 7<sup>th</sup> confirmed days @ 25% of day rate.

- F5. Should a crew member, confirmed on a 24-hour confirm or release, be cancelled or cancel themselves within the twenty-one consecutive days, cancellation penalties shall be calculated as follows:
- First 3 confirmed days @ 100% of day rate.
  - 4<sup>th</sup> to 6<sup>th</sup> confirmed days @ 50% of day rate.
  - 7<sup>th</sup> to 10<sup>th</sup> confirmed days @ 25% of day rate
- F6. Should a crew member be confirmed on another production during the period of cancellation, the cancelling producer will not be penalised for the days the crew member is working elsewhere.
- F7. Cancellation penalties will not apply when a crew member cancels themselves off a confirmation due to family responsibility requirements, with proof of these commitments being provided. These are classified as the birth of the crew members child, the crew members sick child that they personally have to look after or the death of the crew members spouse / life partner, parent, adoptive parent, grandparent, child, adopted child, grand child or sibling. Should a crew member be found to be working during the period of cancellation, penalties will apply.
- F8. Premium day cancellations will be billed at standard day rates, unless it is a night shoot. Then the night shoot premium will apply.
- F9. Cancellations on crew members through agents will have the agent booking fees billed for each crew member cancelled.
- F10. Once a confirmed booking has commenced, should a crew member be dismissed by the Production House as a result of negligence, unprofessional behaviour or any other fireable offence, cancellation fees will not apply. Only days worked will be remunerated.
- F11. Once a confirmed booking has commenced, should a crew member quit / walk off, cancellation fees will not apply. Only days worked will be remunerated.