



Considering a Career in Editing?

GENERAL CONDITIONS OF EMPLOYMENT CONTRACT

1. WORKING HOURS

A normal working day shall be 10 hours including an hour for lunch. A normal working week, starting on a Monday shall consist of 5 consecutive days of 10 hours each. This may include public or religious holidays. * Rushes viewings or any other activity directly related to the editor's task, will be regarded as part of the working day.

2. MEALS

The employer will supply the Employee with appropriate meals. A working day which starts before 07h00 will include breakfast. Any full working day will include lunch and any day that extends beyond 20h00 will include supper. A working day will include meal breaks provided at no more than 6 hourly intervals.

3. OVERTIME

The following overtime rates will apply:

- I. The 6th day is payable at 1.5 x the daily rate with the minimum call being 10 hours.
- II. The 7th day is payable at 2x the daily rate with the minimum call being 10 hours.
- III. Public holidays are payable at 1.5x the daily rate with the minimum call being 10 hours.
- IV. Christmas Day, New Years Day and Good Friday are payable at 4x the daily rate with the minimum call being 10 hours.
- V. Any work done in excess of 10 hours per day will be payable at 1.5x the hourly rate.
- VI. Any work done in excess of 12 hours per day will be payable at 1.5x the hourly rate.
- VII. Any work done in excess of 14 hours per day will be payable at 1.5x the hourly rate.
- VIII. If turnaround is less than 10 hours, the employee will be paid 2 x the hourly rate for each hour less than 10 hours.

4. LOCATIONS AND TRANSPORT

Employees will be provided with suitable accommodation, transport and a reasonable



per diem whilst on location. The employer will be responsible for any costs incurred in relocating the editorial staff to and from the location.

Should the employee be required to use his/her private vehicle for purposes related to work, the Employee will be compensated for such usage according to the current AA rates.

Should the Employee be required to transport tapes and/or film in his/her private vehicle, it should be noted that the onus to insure those materials rests on the Employer.

5. INSURANCE

The employer will include the Employee in the crew insurance and/or endeavor to provide the Employee with adequate accident, death and disability cover at the place of employment.

6. POSTPONEMENTS OR CANCELLATION

Upon signing the Agreement of Employment, the onus falls on the Employee to come to a mutual agreement with the Employer regarding remuneration in the event of the cancellation or postponement of the production. *

*** See attached guidelines.**

7. REMUNERATION

Terms and conditions regarding remuneration should be negotiated directly between the Employee and the Employer according to industry standards. These terms should be clearly stated in the Agreement of Employment.

8. GENERAL

Where the Employee operates within a CC or a Company, the Agreement of Employment should clearly state that all the clauses are binding upon both the Employee and the Employee's Company.

THIS AGREEMENT SHALL BE GOVERNED BY SOUTH AFRICAN LAW AND CONSTITUTES THE UNDERSTANDING BETWEEN EMPLOYEE AND EMPLOYER. ANY SUBSEQUENT VARIATIONS MUST BE RECORDING IN WRITING.

ALL TERMS AND CONDITIONS ARE NEGOTIABLE BETWEEN EMPLOYER AND EMPLOYEE.



Thus done
and
signed at

On this the Day
..... of 200.....

Signed by (EMPLOYER)
.....

Of (COMPANY)
.....

Signed by (EMPLOYEE)
.....

9. GUIDELINES TO CANCELLATIONS, POSTPONEMENTS AND PAYMENT PROCEDURES

CANCELLATIONS:

1. In the event of the cancellation of employment within 4 weeks of the commencement of a confirmed production, where the agreed contract term would have exceeded 5 working days, the employee shall be paid 25% of the total amount for the agreed contract term.
2. In the event of the cancellation of employment within 2 weeks of the commencement of a confirmed production, where the agreed contract term would have exceeded 5 working days, the employee shall be paid 50% of the total amount for the agreed contract term.
3. In the event of the cancellation of employment within 5 days of the commencement of a confirmed production, where the agreed contract term would have exceeded 5 working days, the employee shall be paid in full for the entire period of the agreed contract term, irrespective of the length of the agreed contract term.

POSTPONEMENTS:

4. In the event of the postponement of employment within 2 weeks of the commencement of a confirmed production, the employee shall be paid a retainer fee of 25% of the employee's weekly rate until commencement of the production.
5. In the event of the postponement of employment within 5 days of the commencement of a confirmed production, the employee shall be paid a retainer fee of 50% of the employee's weekly rate until commencement of the production



Please note:

10. A PENCIL BOOKING BECOMES A CONFIRMED BOOKING 5 WORKING DAYS PRIOR TO THE START OF A PRODUCTION.

PAYMENT PROCEDURES:

- Where the period of employment is less than 7 working days, payment shall be made with 14 days of the submission of the employees invoice.
- Where the period of employment is longer than 7 working days, payment shall be made on, or no later than, the fifth day of the week worked.
- Should payment not be received timeously, daily compounded interest at the maximum rate allowable under the Usury Act will be charged by the employee.
- If payment is not prompt, the employee may stop working and the full amount for the agreed contract term becomes payable.