

# BUSINESS EXPENSE REIMBURSEMENT GUIDELINES FOR ALL CALIFORNIA FREELANCE EMPLOYEES

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[COMPANY] is obligated to comply with all applicable state and federal wage and hour statutes and regulations related to the reimbursement of necessary business expenditures<sup>1</sup>. [COMPANY] is committed to ensuring that all workers are reimbursed for all necessary expenses that they incur to perform their job duties or making business related purchases. To achieve this, [COMPANY] adheres to and requires all personnel working on set to adhere to the following regulations<sup>2</sup>:

## 1. Business Reimbursements

- [COMPANY] is required to indemnify employees for all necessary expenditures incurred as a direct consequence of performing their job duties or following the employer's instructions. This obligation is strictly enforced and non-waivable, applying to employees engaged in commercial production.
- These expenditures may include, but are not limited to, mileage or fuel (governed by the IRS or a CBA); meals, lodging, or travel; supplies/expenditures; and reasonable use of personal cell phones.
- [COMPANY] understands that employees may occasionally choose to use their own personal property (including but not limited to vehicles, tools, equipment, and workspace) in connection with their job duties. Such use is voluntary unless otherwise specified in writing. [COMPANY] will not reimburse for loss, theft, or damage to personal property arising out of such use unless (i) the use was expressly required by the Company in writing and (ii) the Company has agreed in advance, in writing, to assume such liability. Employees understand that they can contact [COMPANY REPRESENTATIVE] if they have any questions in this regard.

## 2. Cell Phone Usage Reimbursements

### Eligibility and Reimbursement Amount

- All employees who are required to use their personal cell phones for work-related purposes are eligible for reimbursement.
- Eligible employees will receive [COMPANY DETERMINED REIMBURSEMENT AMOUNT], unless an applicable collective bargaining agreement requires a different reimbursement rate. This amount is intended to cover the cost of using a personal cell phone for basic work-related tasks, such as checking email, receiving work calls, and using work-related apps (for timekeeping, documentation, etc.)

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<sup>1</sup> This memorandum is provided by AICP for informational purposes only and is intended for the voluntary use of its members or others. It does not, and is not intended to, constitute legal advice. This document is not intended to encourage, facilitate, or otherwise promote any agreement or understanding among AICP and its members or others. Any decisions made by members regarding such matters must be made independently, in compliance with all applicable antitrust and competition laws. Members should not rely on this memorandum as a substitute for obtaining legal advice from qualified counsel regarding their specific circumstances. AICP makes no representations or warranties as to the information provided herein. Use of this memorandum is at the member's sole discretion.

<sup>2</sup> Please be advised that if a CBA governs your employment and your CBA provides for meal periods and penalties for violations of those requirements, those provisions govern. This Handout is meant for informational purposes to complement any applicable CBA and separately applies to those who are not governed by a CBA.

## Procedure

- Eligible employees may need to submit any documentation to receive this reimbursement. All reimbursements made to employees will be added to their paycheck during the next regularly scheduled pay period. Please contact [COMPANY REPRESENTATIVE] if employees have any questions regarding any cell phone reimbursement related questions.

## Determination of Reimbursement Amount

- Employees understand that the nature of their work and job responsibilities require significantly less cell phone and cellular data usage compared to the daily personal usage of their cell phone and cellular data. As such, employees are given a per-pay period stipend rate for every day in which they use their cell phones for work related activities. The costs covered by this reimbursement may include paying a prorated portion of internet, monthly voice and/or data plans used for work purposes, and normal wear and tear. The [COMPANY] then pays employees a pro-rata share of the daily cell phone cost based on the anticipated work-related uses for the cell phone.
- If an employee expresses that the reimbursement amount is unreasonable, employees understand that it is their responsibility to communicate their concerns to [COMPANY REPRESENTATIVE], in writing. Employees will be expected to submit documentation to support their claim, such as a copy of their cell phone bill and a log of their work-related cell phone usage in order for the company to consider such appeal.

### 3. Reimbursement Policies

- If an employee incurs an agreed upon or expected business expenditure, [COMPANY] will reimburse the employee for said costs within 30 calendar days of submission of appropriate and complete documentation (such as original receipts or mileage logs).
- If, at any time, an employee incurs a business expense that was not pre-approved, the employee must submit a written request for reimbursement to [COMPANY] as soon as practicable, ideally within 5 business days after incurring the expense. This request should include a description of the expense and an explanation of why it was necessary.
- If an employee believes that they have not been reimbursed for all necessary business expenditures, please immediately contact [COMPANY REPRESENTATIVE].
- Employees understand that [COMPANY] reserves the right to deny a reimbursement of any expense that is not pre-approved and is not deemed to be a necessary business expenditure.

### 4. Receipt of Company Policy

- Copies of this company policy are available upon request from Production.
- A digital copy may also be accessed upon request from Production.

Failure to adhere to these guidelines may result in corrective action. If you have any questions regarding this policy or the expense reimbursement procedures, please contact the Producer or Production Supervisor or [COMPANY REPRESENTATIVE]. We are committed to ensuring that you are compensated for any business expenses incurred and appreciate your cooperation in reporting any issues. Thank you for your cooperation and professionalism on set.

**Business Expense Reimbursement Guidelines for All California  
Freelance Employees Acknowledgment and Receipt**

I acknowledge that I have received a copy of [COMPANY]'s Business Expense Reimbursement Guidelines for All California Commercial Production Freelance Employees. I am aware that it is my responsibility to read the Business Expense Reimbursement Guidelines for All California Commercial Production Freelance Employees policy in its entirety, understand it fully, and agree to abide by the guidelines set forth. I understand that it is my responsibility to comply with the policies contained therein.

I understand that if I have any questions or concerns at any time about the Business Expense Reimbursement Guidelines for All California Commercial Production Freelance Employees, I will consult with Producer or Production Supervisor or [COMPANY REPRESENTATIVE] as soon as possible.

I understand that if I am a member of a union with an applicable collective bargaining agreement ("CBA"), and there is a conflict between the policies set forth in this policy and the applicable CBA, the CBA will govern.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_