



2013-2016
SAG-AFTRA OHIO-PITTSBURGH LOCAL
REGIONAL TELEVISION AND RADIO COMMERCIALS
CODE OF FAIR PRACTICE

1. JURISDICTION

It is agreed that the following rates and conditions shall apply to commercials produced and used within the state of Ohio and portions of New York, Pennsylvania, Maryland, Kentucky, West Virginia and Indiana.

2. APPLICABLE TERMS AND CONDITIONS

It is understood and agreed that any and all signatories to the 2013 Ohio-Pittsburgh Regional Commercials Code shall also be signatories bound to all the terms and conditions of the 2013 SAG-AFTRA Commercials Contract and the 2013 SAG-AFTRA Radio Recorded Commercials Contract except as herein provided.

3. EFFECTIVE DATE

This agreement shall be for a period commencing with the date of execution of a letter of adherence with respect to this agreement by both the party wishing to be adhered hereto and countersigned by SAG-AFTRA and shall apply to all commercials made during its term, whenever exhibited, but not to commercials made prior to its effective date. Salary rates and terms for this agreement shall not be retroactive to any date prior to the date the letter of adherence is signed and countersigned by the parties.

4. TERM OF AGREEMENT

The expiration of this Regional Contract will coincide with the dates of expiration of the 2013 SAG-AFTRA Commercials Contract and the 2013 SAG-AFTRA Radio Recorded Commercials Contract at midnight, March 31, 2016 and shall continue in effect thereafter until terminated by either party by 60 days' notice, in writing, to the other.

5. MINIMUM COMPENSATION – SESSION AND USE FEES

All session and use fees for **13-week commercials and tags** shall be computed at 75% of the minimum session and use fees specified in the applicable 2013 SAG-AFTRA Commercials Contract or the 2013 SAG-AFTRA Radio Recorded Commercials Contract.

The session and use fees for **4-week commercials and tags** shall be computed at 75% of the Ohio-Pittsburgh 13-week rate.

The session and use fees for **1-week commercials and tags** shall be computed at 60% of the Ohio-Pittsburgh 13-week rate.

The session fee for a **demo** shall be computed at 75% of the applicable national rate.

After the initial cycle of a 1-week or 4-week commercial during the maximum period of use, the commercial can be upgraded to a 13-week commercial with the appropriate compensation for a 13-week commercial. There shall be no downgrading.

Performers in commercials made only for and aired only on **Local cable** shall be paid session and use fees at the broadcast rate.

Performers in commercials made for broadcast which are simultaneously aired on **Local cable** shall be paid an additional 50% of the broadcast fee (the use on cable must occur during the same period as the broadcast airing).

6. **OVERTIME**

Off-camera and radio performers shall be paid in 30 minute increments at the appropriate pro-rata fee. (Allowable session lengths consist of two (2) hours for off-camera TV or ninety (90) minutes for radio).

7. **NOTICE OF CANCELLATION**

If a session is to be cancelled, the Producer/Signatory must give talent notice no later than 24 hours prior to work call. Should less than 24 hours be given, talent shall be paid a fee equal to the appropriate 1-week rate plus Health and Retirement. Notice of postponement due to causes beyond the control of the Producer/Signatory (i.e. weather, etc. but not such reasons as equipment failure) carries no time limit when engagement is changed to a mutually acceptable date within 30 days from the original date of the production.

8. **HOLDING FEES**

There will be no holding fees due for commercials made under this Agreement.

9. **TRAVEL AND MILEAGE**

Performers who must travel more than 50 miles one way to the location of employment will be compensated for all miles at the then current IRS reimbursement rate for mileage. Performers will be paid straight time for all hours spent for traveling if the distance to the work site is greater than 50 miles. Travel time will not be used in the computation of overtime.

10. **PAYMENT**

Payment for services rendered for each commercial produced under this Agreement shall be made no later than thirty (30) calendar days after the date of employment.

Payment for residual or re-use fees shall be due by the thirtieth calendar day of the new cycle.

Checks are made payable to the performer.

11. **PUBLIC SERVICE ANNOUNCEMENTS**

For public service announcements produced in and for use within the geographic region of this Ohio-Pittsburgh code, provisions of the applicable national commercials code apply with the exception that the rate is based on the applicable Ohio-Pittsburgh session rate.

12. **PENSION AND HEALTH/HEALTH AND RETIREMENT CONTRIBUTIONS**

With respect to commercials produced within the scope of the 2013 SAG-AFTRA Commercials Contract, Producer shall make appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans, the Industry Advancement and Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with section 47 of the 2013 SAG-AFTRA Commercials Contract. With respect to commercials produced within the scope of 2013 SAG-AFTRA Radio Recorded Commercials Contract, Producer shall make appropriate contributions to the AFTRA Health and Retirement Funds, the AFTRA Industry Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with section 66 of the 2013 SAG-AFTRA Radio Recorded Commercials Contract.