



2013-2016 ST. LOUIS CODE FOR TELEVISION, CABLE AND RADIO COMMERCIALS

This SAG-AFTRA St. Louis Local Code of Fair Practice contains the minimum rates, terms, fees, and conditions established for the employment of all performers as talent within the jurisdiction of the Code.

1. A. GEOGRAPHIC JURISDICTION

This code shall apply to commercials produced in the St. Louis Metropolitan Area and exhibited on television, cable, or broadcast on radio within the territory indicated in APPENDIX A (see page 13).

B. EXTRAS

The parties agree that St. Louis SAG-AFTRA's jurisdiction shall include Extras.

2. 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.

3. TERM OF AGREEMENT

The expiration date 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.

4. MINIMUM WAGES AND WORKING CONDITIONS

The wages and working conditions set forth in this Code are minimum wages and working conditions for the employment of performers under SAG-AFTRA jurisdiction, and no waiver can be made of these wages and working conditions without the written consent of SAG-AFTRA to such a waiver. Performers may establish individual rates in excess of the rates quoted in this Code or in other SAG-AFTRA codes and contracts.

5. PAYMENT

- A. Payment to all performers shall be by check made payable to the performer and delivered to the SAG-AFTRA Missouri Valley office within 21 calendar days of the performance.
- B. If the Signatory fails to make payment within 21 calendar days of the performance, Signatory shall be notified by SAG-AFTRA that the payment is delinquent and Signatory shall be assessed a late payment charge of \$3.60 a day for each day beginning the 22nd day from session.

The late payment is payable to the artist and shall be in addition to any and all other remedies which SAG-AFTRA may have against the Signatory under this Agreement. The charges herein provided shall not be invoked if the performer is at fault for failure to execute a W-4 Form or when there is a bonafide dispute as to compensation.

- C. Payments to performers under this Code constitute wages and as such are subject to Federal and State Income Tax, Withholding, Social Security, Unemployment, and Taxes as required by law. The Signatory agrees to furnish each performer with a statement specifying the name of the employer, the period covered by the statement, the date of performance or use, the amount of gross payment, the amount of each deduction, and all other pertinent information that may be necessary for tax purposes.
- D. Each recording is a finished product in itself and if used in whole or in part in the making of another recording the performer shall be paid the fee or fees applicable to the entire new recording. Where any recording is used for both television and radio purposes, all performers shall be paid the applicable fees for both television and radio.

6. 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.

7. EXCLUSIVITY

Principal performer exclusivity shall be limited to those commercials produced and utilized only within the geographical boundaries as defined in Appendix A (page 13).

8. REPORTS

A. PRODUCTION MEMORANDUM

Signatory shall furnish SAG-AFTRA written reports, in accordance with a form prepared by SAG-AFTRA, specifying details concerning each production, including type of performance, artist, rates, editing, dubbing, intended use and such further information as SAG-AFTRA may require to insure proper regulation of the provisions of this Code. Such report shall be furnished not later than ten (10) days following the date of which payment to the performer is due as provided in Paragraph 4.

B. RE-USE REPORTS

Signatory agrees to furnish SAG-AFTRA with additional production reports advising SAG-AFTRA whenever any production is reused or replayed requiring an additional payment. Such continuing reports shall also specify the use during the preceding cycle and any dubbing or editing or any other change for additional fees are due under any applicable SAG-AFTRA Code.

C. MEMBER REPORT

Signatory agrees to provide necessary information for an "SAG-AFTRA MEMBER PERFORMANCE CONTRACT" at the time of performance, which report shall contain information similar to that called for in the Production Memorandum referred to above. It is understood that the duty and responsibility of filling out and filing the member report is that of the performer.

9. CASTING AND AUDITIONS

A. An audition is a talent tryout, which is scheduled by the Producer or a casting office at a specified time and place. Talent is to be advised in advance that an audition may be recorded for casting determination. Except as provided in paragraph B, there are no fees involved in recording an audition for casting purposes.

B. AUDITIONS

1) There is no charge for the first audition if such audition is concluded within 90 minutes of call. Time beyond 90 minutes shall be paid at \$20.00 per half hour.

- 2) There is no charge for a second audition for the same role if concluded within one hour of call. Beyond one hour shall be paid at \$20.00 per half hour.
- 3) All subsequent auditions for the same role shall be paid at a minimum fee of \$40.00 for the first hour. Additional adjacent time shall be paid at the rate of \$20.00.
- 4) Health and Retirement contributions shall be paid on any audition resulting in charges.
- 5) If audition is videotaped, such audition shall be used only to determine suitability of performer for specific commercial.

C. FITTINGS

Time spent in fittings shall be paid for as follows:

- 1) Fittings on the same day that the performer works shall be considered work time and part of the continuous day.
- 2) If four hours or more intervene between end of fitting and work call, and the performer is dismissed in the interim, fittings shall be paid for as though it were on a prior day on which performer did not work, at a rate of \$20.00 per hour or any fraction thereof.

10. WARDROBE, MAKE-UP, AND DRESSING ROOMS

Where the principal performer has reported pursuant to a call for make-up, hair, or wardrobe, the time so spent shall be work time.

A. WARDROBE

A performer who provides wardrobe items at the request of the employer shall be entitled to a wardrobe maintenance allowance as follows:

Non-evening wear	\$12.00 per costume change
Evening wear	\$23.00 per costume change

If any wardrobe or property personally supplied by the performer is damaged, in the course of employment, the employer shall compensate the performer for the damage.

B. MAKE-UP

When special effect make-up is required by a Producer, a make-up artist shall be provided for the purpose of applying and maintaining such make-up. Where the performer is required to furnish or use personal make-up beyond normal street make-up, the performer shall be paid a reimbursement fee of \$25.00.

C. HAIRDRESSER

Producer shall either provide any special hairdress required or, in the event Producer requires a principal performer to furnish such special hairdress necessitating an expenditure, Producer shall provide an advance covering the expenditure at facilities designated by Producer, or Producer will pay cost directly.

When make-up or hairdress, other than ordinary street make-up or hairdress, is required by Producer, a professional shall be provided for the purpose of applying and maintaining such make-up and hairdress.

D. DRESSING ROOMS

The employer agrees to provide clean and accessible dressing rooms and toilet facilities in studios and on location.

11. NIGHT WORK

A. Night work is defined as work between 8:00 PM and 8:00 AM.

B. If night work is necessary by reason of:

- 1) Night shots required by script; or
- 2) Difficulty in obtaining during daytime access to the place to be photographed; performers shall not be entitled to any premium pay.

C. Except as above provided, performers shall receive premium pay for each hour equal to ten percent in excess of the hourly rate for such hours.

12. CANCELED AND POSTPONED SESSIONS

A. WEATHER PERMITTING CALLS

Weather permitting calls are allowable subject to the following:

- 1) Shall not be used for stages in studios.
- 2) Performer shall be paid a half-check on the 13 week rate upon cancellation or postponement of any weather permitting call. Producer may hold performer for no more than four hours. A half-check shall be paid for each additional four hours, or portion thereof.
- 3) These calls may not be issued after the commencement of photography.
- 4) Performer shall advise Producer of any possible conflict for immediate subsequent days.

B. OTHER THAN WEATHER PERMITTING CALLS

- 1) Cancellations and postponements without penalty, for reasons other than weather, must be made 24 hours prior to the call.
- 2) Cancellations and postponements not made pursuant to the requirements of paragraph 1) above will require payment to performer of a session fee or the performer's guarantee unless rescheduled by the performer and Producer within seven calendar days.
- 3) Only one such cancellation or postponement without compensation to the performer may be made pursuant to 1) and 2) above. Subsequent cancellations or postponements under any conditions will require payment as provided for in section 2) above except if such cancellations or postponements occur as a result of an Act of God or other reasons beyond the Signatory's control.

13. MEAL PERIODS

Producer shall furnish a meal or light snack on location or in lieu of reimbursement of talent for meals as follows:

Breakfast	\$ 10.00
Lunch	\$ 15.00
Dinner	\$ 25.00

Performer shall receive \$25.00 for each missed meal period. Meal break shall be 45 minutes.

14. HAZARDOUS PERFORMANCE

- A. No performer shall be required to work under hazardous conditions. If performer consents to work under such conditions, he shall be paid an additional fee of \$120.00.
- B. Specialty acts contracted to perform hazardous work are excluded.
- C. Hazardous performance shall be interpreted to mean “likely to cause bodily injury” to the performer.

15. DOUBLING

Participation in-group noises or group scenes in a commercial for which the performer has been engaged shall not be considered a “double” and is permissible without additional compensation.

16. REUSE AND REPLAY

- A. Compensation to performers is based on both the services which the performer renders and on the use which is made of the performance. The rates set forth in Appendix B to this Agreement shall cover the performance and first cycle of use. Each additional cycle of use after the first will incur an additional fee equal to the original fee payable under Appendix B. All conditions of use for both the original cycle and any additional cycles shall be consistent with the provisions of Appendix B.
- B. Payment of all reuse fees is due within 21 days of the commencement of reuse.
- C. The Signatory agrees to advise SAG-AFTRA promptly in writing whenever a recorded performance is reused or replayed. The report is to include previous use and intended use.

17. PREMIUM RATES AND REHEARSAL TIME

- A. **SATURDAYS AND SUNDAYS:** Except as otherwise provided in this paragraph, a performer shall be paid the Saturday or Sunday premium rate specified in the wage appendix when he is required to work on a Saturday or a Sunday. Such premium shall not be applicable if the Saturday or Sunday work is necessary by reason of: (i) difficulty in obtaining access to the place to be photographed during other days of the week; or (ii) Saturday or Sunday shots required by script.

- B. If a performer is required to work on any of the following holidays, he shall be paid double compensation for that day: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas. If a performer spends any of these holidays on an overnight location and does not work, he/she shall receive a day's pay. Overtime shall be paid at the same rate as for the first 8 hours.
- C. All included rehearsal hereunder shall be contiguous to the time of performance and the performance shall be included in the computing rehearsal time. When a performer is called for rehearsal other than included rehearsal, the minimum rehearsal call shall be 4 hours at \$32.00 per hour, (Separate Day 4 hour minimum call).

18. NON-AIR COMMERCIALS

Non-air commercials are commercials not intended for broadcast use, such as non-broadcast audience reaction commercials, copy testing, or client demos. Such commercials shall be so designated at the time of audition or interview or, if there be none, at the time of hiring, and such commercials may be used only for such purposes and not for broadcast.

- A. The rate for performers for non-air commercials shall be:

TV On-Camera (4 hour session)	\$257.00
TV Off-Camera	\$114.00
Extras	\$ 81.00
Radio	\$117.00

Overtime for a non-air session will be paid \$25.00 per one-half hour for principals.

Overtime for extras for a non-air session will be \$13.00 per one-half hour.

19. DONUTS

In the case of a commercial containing a signature portion (open, close, or combination) which remains constant and (donut) copy which may be updated and inserted during the cycle, the insert-update portion shall be paid as a separate session fee (when recorded at a separate session). The signature portion requires no additional payment until its original cycle is ended. Where one performer is in both the signature portion and the donut portion, only one residual payment will be due.

20. RETAKES AND TAGS

A. RETAKES

- 1) Commercials recorded at a separate session to make copy changes shall be paid at 100% of the applicable session fee.
- 2) Commercials recorded that have not been aired may be rerecorded for a fee equal to the Non-Air Commercial rate for such commercial provided session is within 21 days of original session.

B. TAGS

- 1) A performer engaged for the sole purpose of recording "TAGS" shall be paid a session fee equal to the original session fee. Payment includes the fee for the first tag recorded in such a session. Additional tags recorded in the same session shall be paid at 50% of the applicable rate for each such tag.
- 2) Tags recorded in the same session as the body of the commercial by the same talent shall be at a one-time fee equal to 50% of the aforementioned commercial.
- 3) A Tag under this Agreement is a short segment of the body of a commercial and is limited to one-third the total length of the commercial, or ten (10) seconds, whichever is less. Such segment (Tag) may appear at the opening, closing, or at any point within the commercial, but may contain content relating only to regional, local, or legal requirements, such as addresses, phone numbers, legal disclaimers, store hours, sale dates, price of item, etc.

21. CABLE USE

Should a commercial originally produced for broadcast use also be used for cable transmission, the performer shall receive an additional payment of 5% of the applicable broadcast use fee if the cable use occurs within the same broadcast cycle of use; if the cable is not concurrent with any broadcast cycle of use, performer shall receive payment in accordance with the minimum Rates of this code, plus an additional 5% of the applicable broadcast use fee.

22. PUBLIC SERVICE ANNOUNCEMENTS

SAG-AFTRA recognizes that the television and radio industry has an obligation to contribute to the welfare of our community. To that end, SAG-AFTRA hereby grants a waiver of the regular use fees associated with messages produced for

non-profit welfare and public service agencies which are broadcast under the auspices of and on behalf of any such agencies (generally referred to as “public service announcements” or PSA’s). Thus, **the minimum fee for a local PSA shall be the equivalent of the session fee for a regular commercial spot produced under the National Television and Radio Recorded Commercials Code**, and payment of such fee shall entitle the producer to use the PSA for a period of up to one year from the session date without payment of any additional fees.

23. TRAVEL TIME

If the performer uses his or her own automobile to travel to a performance on location, he or she will be paid no less than the current government rate per mile. Location shall be defined as anywhere outside of a 50-mile radius from the SAG-AFTRA St. Louis office. Mileage would be computed from the SAG-AFTRA office. Travel time is considered work time. Any time over eight (8) hours shall be paid at straight time wages, in ¼-hour increments. Regular rehearsal fees and conditions shall apply for all time spent in rehearsal or performance.

24. RATIFICATION

This agreement shall be subject to ratification by the Missouri Valley Regional Board and subject to SAG-AFTRA National Board approval; it shall not become binding upon the parties until so ratified.

25. LETTER OF ADHERENCE

Employers shall indicate their acceptance of the terms and conditions of this 2013 SAG-AFTRA St. Louis Local Code of Fair Practice by signing and returning to the SAG-AFTRA Missouri Valley office a Letter of Adherence.

APPENDIX B

RATES

I. TELEVISION AND CABLE

1. BASIC ST. LOUIS MADE AND PLAYED RATES

	<u>On Camera</u>	<u>Off Camera</u>
13 week rate On Camera = 8 Hour Session Off Camera = 2 Hour Session	\$491.00	\$304.00
4 week rate On camera = 4 hour session Off camera = 1 hour session SEE NOTES 1 and 3 BELOW	\$374.00	\$252.00
2 week rate On camera = 4 hour session Off camera = 1 hour session SEE NOTES 1 and 3 BELOW	\$301.00	\$193.00
Hands		
13 week rate	\$135.00	
Unlimited use 21 month	\$390.00	
Extras		
13 week rate	\$108.00	
Unlimited use 21 months	\$179.00	

Note 1: Four Week Rate sessions lasting longer than four consecutive hours on-camera and one-half hour off-camera are payable at the 13 Week Rate.

Note 2: Television commercials produced and used as two week or four week commercials may be reused with:
 1. Talent permission
 2. Reinstatement fee equal to 13 week rate

Session = \$30.00 per hour for additional session time off or on-camera.

2. TAGS
(See Section 18, RETAKES AND TAGS)

3. REGIONS: (Appendix A)

Rates for Regions other than Region 6 (St. Louis) for 13 Week and Four Week Rates only:

1 Region	80%
2 Regions	90%
3 or more	100%

4. CYCLE

Cycle period starts with first airing, or after eight weeks of session, whichever occurs first.

One year's pre-paid use can be obtained up front by paying 80% of the year's usage; an additional three (3) cycles into second year (allowing the full 21 months Maximum Period of Use [for] Commercials) can be made by paying an additional 80% of the three (3) cycles.

5. SINGERS

(See Section IV, Appendix B)

II. RADIO RATES

1. **BASIC ST. LOUIS MADE AND PLAYED RATE**
90 Minute Session; EXCEPT Four Week Rate = 60 Minutes

13 Week Rate		\$198.00
4 week rate	One Hour Session	\$172.00
SEE NOTE 1 BELOW		
2 week rate	One Hour Session	\$125.00

Note 1: Four Week Rate sessions lasting longer than one hour are payable at the 13 week rate.

Note 2: One year's pre-paid use can be obtained up front by paying 80% of the years usage; additional three (3) cycles into second year (allowing the full 21 months Maximum Period Of Use [for] Commercials) can be made by paying an additional 80% of the three (3) cycles.

2. **TAGS**

(See Section 18, RETAKES AND TAGS)

3. **REGIONS:** (Appendix A)

Rates for Regions other than Region 6 (St. Louis) for 13 Week and Four Week Rates only.

1 Region	80%
2 Regions	90%
3 or more	100%

4. **SINGERS**

(See Section IV, Appendix B)

III. SATURDAY AND SUNDAY

The following rates shall apply for all Saturday and Sunday work except where such work is necessary by reason of: (i) difficulty in obtaining access to the place to be photographed during other days of the week, or (ii) Saturday or Sunday shots are required by script.

TELEVISION RATES

		<u>On Camera</u>	<u>Off Camera</u>
13 week rate		\$660.00	\$423.00
Hands	13 week rate	\$210.00	
	Unlimited use - 21 months	\$523.00	
Extras	13 week rate	\$157.00	
	Unlimited use - 21 months	\$368.00	

RADIO RATE

13 week rate	\$282.00
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The foregoing rates apply for 2, 4, and 13 weeks of use.

IV. SINGER RATES

SESSION / USAGE FEES **13 WEEK ONLY / 90 MINUTE SESSION**

TV

Solo and/or Duo	\$194.00
Group of 3-5	\$123.00
Group of 6-12	\$ 101.00

RADIO

Solo and/or Duo	\$175.00
Group of 3-5	\$ 103.00
Group of 6-12	\$ 83.00

MULTI-TRACKING IS PAID AT 25% OF SESSION FEE

ONE YEAR FLIGHT / 90 MINUTE SESSION

TV

Solo and/or Duo	\$341.00
Group of 3-5	\$226.00
Group of 6-12	\$194.00

RADIO

Solo and/or Duo	\$295.00
Group of 3-5	\$175.00
Group of 6-12	\$152.00

ONE YEAR FLIGHT - COMBINED TV AND RADIO / 90 MINUTE SESSION

Solo and/or Duo	\$456.00
Group of 3-5	\$339.00
Group of 6-12	\$226.00

All session fees allow unlimited usage of the member's performance within the 13 week period. No limit is placed upon the number of commercial announcements with the performance.

All of the above rates shall be minimum rates. Any rates in excess of the minimum shall be negotiated between the performer and the employer. Such individual agreements shall be concluded prior to the time of the performance.

Any other rules and conditions shall be in accordance with the St. Louis Local Code of Fair Practice.