



**SAG·AFTRA**

# **COMMERCIALS** **2022**

**REFERENDUM  
BOOKLET**

April 19, 2022

# IMPORTANT INFORMATION

The SAG-AFTRA National Board overwhelmingly recommends members **VOTE YES** for the gains negotiated for the 2022 Commercials Contracts.

**VOTE YES TODAY**  
**[www.ivsballot.com/commercials2022](http://www.ivsballot.com/commercials2022)**

All eligible members were mailed a postcard on April 14, 2022 with instructions and a PIN number on how to vote online or how to request a paper ballot. If necessary, you can retrieve your PIN number at the voting website by clicking “Find My PIN”.

Ballots – whether submitted online or by mail – must be received by 5 p.m. PDT on **Thursday, May 5, 2022**.

## ONLINE MEMBER INFORMATIONAL MEETINGS

**Tuesday, April 19, 2022**

**3-5 p.m. PT / 4-6 p.m. MT / 5-7 p.m. CT / 6-8 p.m. ET**

**Tuesday, April 19, 2022**

**6-8 p.m. PT / 7-9 p.m. MT / 8-10 p.m. CT / 9-11 p.m. ET**

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**Tuesday, April 26, 2022**

**3-5 p.m. PT / 4-6 p.m. MT / 5-7 p.m. CT / 6-8 p.m. ET**

**Tuesday, April 26, 2022**

**6-8 p.m. PT / 7-9 p.m. MT / 8-10 p.m. CT / 9-11 p.m. ET**

Visit [sagaftra.org/commercials2022](http://sagaftra.org/commercials2022) for RSVP details.

For questions, email **[commercials2022@sagaftra.org](mailto:commercials2022@sagaftra.org)** or call the contract hotline at (323) 549-6653.

PLEASE NOTE: All meeting information subject to change. Check [sagaftra.org/commercials2022](http://sagaftra.org/commercials2022) and watch your email for notices. All paid-up SAG-AFTRA members in good standing who work the Commercials Contracts are urged to attend these important informational meetings. This meeting is only open to paid-up SAG-AFTRA members in good standing (paid through April 30, 2022), no guests are allowed. Parents/guardians of performers under 18 years old are welcome. No RSVP necessary.



April 14, 2022

Dear Member:

I wanted to share my thoughts on this contract and give you a few insights on what you're about to read. But, before you dive into the details, I want each member to fully appreciate the painstaking effort the negotiating committee put into this negotiation.

I preface this so you can better understand that the committee was a body of extremely well-prepared people in service to the union.

Firstly, you should know that the committee was made up of very experienced contract negotiating staff and a group of members who predominantly make their living by doing commercials.

Secondly, it is imperative that you are able to anticipate the winds of change and which way they blow.

This is a turning point in our industry, as so much production moves into a digital age and a whole new direction from which there is no turning back.

Bold moves and structural changes needed to be made to accommodate the demands of this new frontier.

It was seven stressful weeks of long hours and imaginative thinking outside the box in order to move the Commercials Contracts into the digital age.

Not only will we move forward in earnings, the increase is also reflected in contributions to our benefits funds.

We also made major advancements in the requirement that hair and makeup artists must have experience working on people of color, further exemplifying our relentless pursuit towards inclusion, diversity and equity for SAG-AFTRA members.

Additionally, in this time of "step up," there is language that pays particular attention and sensitivity to performers asked to

do nudity or wear revealing clothing.

Importantly, the audition process is redefined and boundaries reset in greater favor of the performer, who has been taken advantage of by an up-until-now unregulated self-tape audition process.

It was extremely stressful. Long and difficult hours for committee members, who sacrificed being with their families and in the comforts of their homes for almost two months.

By the end, some of them had even gotten sick because of the challenge and stress of it all.

When finally finished, an uncommon thing occurred: **The Negotiating Committee, in true nonpartisan fashion, voted unanimously to approve the agreement** they fought so very hard for.

Likewise, an equally supportive National Board overwhelmingly voted in favor of the committee's recommendations 92.92% to 7.08%.

A new baseline has been set on which to build. Onward and upward. Bravo to the committee for achieving this herculean task!

With that in mind, I encourage you to fully understand the contract details and then **VOTE YES!**

Warmest regards,



Fran Drescher  
President



April 14, 2022

Dear Member:

On behalf of the SAG-AFTRA National Board and National Commercials Contracts Negotiating Committee, I am pleased to present the newly negotiated 2022 SAG-AFTRA Commercials Contract and the 2022 SAG-AFTRA Audio Commercials Contract.

The deal is valued at an increase of \$120 million over three years, which is effectively a 5.55% increase in wages and contributions with a 1.01% increase in the contribution rate to the SAG-AFTRA Health Plan. The SAG-AFTRA National Board met April 9 to review the agreements and voted overwhelmingly — 92.92% in favor to 7.08% against — to approve the deal and recommend a “yes” vote.

This negotiation was the culmination of three years of work that looked to adapt and transition to the growing prominence of digital platforms. We heard the membership’s interests and concerns and remained laser-focused on achieving meaningful wage and benefits increases and modernizing the contracts with an outsized improvement in digital earnings now and in the ever-expanding digital future. These innovative agreements will help meet the demands of the modern advertising industry while maintaining and improving work opportunities for actors.

The commercials agreement introduces structural changes that help ensure work under our contracts is attractive to employers and allows members to have a professional career. It establishes flat fee, per-cycle rates across broad swaths of digital and traditional media, monetizing the exponential growth in streaming over the last several years. In addition, the contract institutes new standards for diversity and equity and builds in enhanced protections for performers depicted nude, partially nude or as engaging in intimate acts.

Please review the attached Summary of New Provisions carefully for information on the gains and the updated structure these contracts offer. Highlights include:

- A 10% increase to scale rates in the first year of the contract.
- Establishment of flat-fee, per-cycle rates across broad swaths of digital and traditional media, making the contract easier to use for employers and improving performers’ ability to track and confirm that their payments are correct.
- The new rates result in net overall gains of approximately 5.55%, worth \$120 million over three years.

- New, higher-paid category for streaming platforms (e.g., Hulu, Amazon Prime, Peacock, Disney+, etc.).
- Substantial increases in benefit plan contributions — including the equivalent of an additional 1.01% contribution directed to the SAG-AFTRA Health Plan.
- Equalization of rates for Spanish-language commercials, maintaining only a separate program fee.
- Class A use payments are reduced by 5% in exchange for increases in digital payment structures. The per-use structure is maintained, with \$20,000/\$15,000 cap per 13-week cycle, only for advertisers and agencies.
- A new Mitigation Fund that addresses performers impacted most by the use-fee caps. The proceeds of the fund will be distributed to performers whose commercials most run in Class A.
- New rules for self-taped and live-remote auditions, applying the principles that are applicable to in-person auditions.
- New rules for nudity and intimate scenes.
- First-ever contractual requirement that hair and makeup personnel must be able to work on diverse performers to be considered “qualified.”
- And more.

Informational meetings for members across the country to discuss the tentative agreement will take place online on April 19 and April 26.

The current contracts remain in effect during the member ratification process. Initial rate increases are retroactive to April 1, 2022, and a second set of rate increases apply beginning June 1, 2022. The new structure becomes effective June 1, 2022.

Please review the Summary of New Provisions reached for the 2022 Commercials Contracts carefully. Whether submitted online or by mail, **your ballot must be received by 5 p.m. PDT on Thursday, May 5, 2022.** If you do not wish to vote online, you may request a paper ballot by calling Integrity Voting Systems at (844) 798-3760 any time before noon PDT on Monday, May 2, 2022, and a paper ballot package will be mailed to you.

Thank you for reviewing this referendum package. As your chief negotiator, I am proud to have worked with the team of incredibly dedicated members that served on the negotiating committee along with the expert union staff to create this important agreement that protects and expands members’ contractual gains while meeting the needs of our evolving industry now and in the future. We recommend you **VOTE YES.**

In unity,



Duncan Crabtree-Ireland  
National Executive Director  
and Chief Negotiator

# SUMMARY OF NEW PROVISIONS

## 2022 SAG-AFTRA Commercials Contract

### 1. EFFECTIVE DATE AND TERM

- a. Three years commencing April 1, 2022.
- b. For services performed in commercials made between April 1, 2022 and the date of ratification, all retroactive payment must be made no later than 60 days following ratification by the Union.
- c. The new working conditions and all other non-economic provisions shall be effective not later than 30 days following ratification by the Union. The terms of the New Structure go into effect June 1, 2022 in order to allow the parties time to educate constituents and payroll services time to reprogram.

### 2. RATES

- a. **Effective April 1, 2022**
  - i. Increase all wages and use fees under the Traditional Contract by 4.88%.
  - ii. Increase ACS Flex use fees and ACS Digital by 4.88%.
- b. **Effective June 1, 2022**
  - i. Increase wages and use fees under the Traditional Contract by an additional 4.88%.
  - ii. Termination of ACS Upfront Plus, ACS Upfront Flex, and ACS Upfront Digital.
  - iii. Commencement of new compensation structure with session fee set to same rate as Traditional Contract session rate.
- c. **Traditional Contract editing and rate structure expires December 31, 2022.**

### 3. PENSION & HEALTH PLANS

- a. Pension & Health contribution rate increased from 19% to 20.5%, subject to a 3-year waiver that expires March 31, 2025 reducing the contribution rate for JPC authorizers to 19.25%.
- b. The breakdown of the 20.5% is as follows: 19.4% to the P&H Plans (with the additional 1.4% dedicated entirely to the Health Plan), 0.65% to the Industry Advancement Cooperative Fund (a reduction from 0.75%, with the 0.1% redirected to the Health Plan), 0.2% to the Mitigation Fund (see below) and 0.25% to the Administrative Maintenance Fund (AMF).
- c. The breakdown of the 19.25% is as follows: 18.15% to the P&H Plans (with the additional 0.65% dedicated to the Health Plan), 0.65% to the IACF (a reduction from 0.75%, with the 0.1% redirected to the Health Plan), 0.2% to the Mitigation Fund and 0.25% to the AMF.
- d. Add to paragraph 4 to Section 47.A.: Contributions to the Plans are due within thirty (30) days of the date that the compensation upon which the contributions are based is required to be paid to the performer. This requirement is in lieu of and notwithstanding any conflicting language in any of the benefit plan trust agreements.

### 4. NEW STRUCTURE

In order to address a long-term trend of declining job counts and signatories, the parties have agreed to restructure compensation to a system based mostly on fixed payments for 4-week, 13-week and 1-year use cycles. The new structure also shifts value out of Class A and into Digital, as reflected below, in order to accommodate and monetize the industry's shift to the digital exhibition of commercials.

- a. **Session Fees:** Payments for session shall continue to be governed by the current contract structure.
- b. **Use Fees for Linear Platforms Other than Class A:** Commercials exhibited on National Cable, Local Cable, Wildspot and Dealer will now be paid for by a flat fee that covers unlimited use within a 4-week, 13-week or 1 year use period per the below table labeled "New Structure."
  - i. **Spanish-Language Commercials:**
    1. Pay Parity: Spanish-language commercials will now pay the same rates as general market commercials for all platforms except for Program Use. Schedule C will be removed and the terms for Spanish-language commercials will be integrated into the main agreement.
    2. Program Use: Fixed fees for 4-week, 13-week and 1-year cycles will now be due for Program Use of Spanish-language commercials per the "New Structure" table below.
    3. Organizing & Waivers: The parties shall meet with Spanish-language performers, agencies and advertisers to discuss compensation terms for Spanish-language commercials.
  - ii. **Diginets:** The parties have incorporated the terms of the Diginet waiver into the main agreement. Accordingly, use on Diginets (e.g., Antenna TV, Bounce TV, Decades, LAFF, MeTV, The Grio) may be paid for on either a per-use basis at \$29.33 per use or on a fixed-fee basis at \$5,000 for a 13-week cycle.
  - iii. **All Other North American Use:** ITN, Class B, Class C are now combined into a single use type and payable on a fixed-fee basis for 4-week, 13-week or 1-year cycles as reflected in the "New Structure" table on next page.
- c. **Class A Program Use:** Class A use shall continue to be paid per use using the the existing Class A Table subject to the following changes:
  - i. **5% Reduction:** The per-use values in the Class A Table will be reduced by 5% from the 2019 rates. As reflected below, the reduction in Class A will be offset by increases to Digital use payments.
  - ii. **Class A Cap:** Class A payments will be capped at \$20,000 per 13-week cycle for on-camera performers and \$15,000 per 13-week cycle for off-camera performers. The cap shall only be available to advertisers and advertising agencies. The cap shall not prevent performers from bargaining higher compensation through individual negotiation, including by negotiating for multiples of scale. For example, the Class A cap

for an on-camera performer who has negotiated double scale will be \$40,000 per cycle, etc.

**iii. Mitigation Fund:** In order to mitigate the impact of the Class A Cap on the most impacted of the small number of performers who would have received a higher payout under the per use structure, the parties have created a Mitigation Fund that will be paid for by a contribution by Producers of 0.2% of covered earnings. The Mitigation Fund will be distributed to the performers whose commercials are aired most frequently in Class A pursuant to an analysis done by the Union. If necessary, the parties will establish a jointly-trusted entity to maintain and distribute the Fund.

**d. Digital**

- i. Streaming Platforms:** The parties have agreed to create a new, higher-paid category of digital use to address Streaming Platforms that are increasingly displacing traditional linear television (e.g., Hulu, Amazon Prime, Peacock, Disney+, etc.).
  1. Fixed fees for 4-week, 13-week and 1-year use cycles shall be due for use of commercials on Streaming Platforms per the “New Structure” table below.
  2. The use fee for Streaming Platforms will be inclusive of all other digital uses, i.e., Producers who pay for use on Streaming Platforms will also be able to use the commercial in “Traditional Digital” and in “Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms” in the same use cycle without payment of additional compensation.
  3. Exclusivity shall apply automatically to Streaming Platform use in the same manner as to linear television.
- ii. Traditional Digital:** Internet and/or New Media uses that are not Streaming Platforms shall be paid as Traditional Digital using fixed fees for 4-week, 13-week and 1-year cycles as reflected in the “New Structure” chart below. Except as provided below, uses on Social Media and on YouTube are included in Traditional Digital, but commercial use on the YouTubeTV streaming service shall be paid as a Streaming Platform.
- iii. Social Media & YouTube Waiver:** The Social Media and YouTube Waiver negotiated in 2016 and modified to include YouTube in 2019 has been retained and incorporated into the Commercials Contract with additional protections:
  1. Producer must obtain performer consent in order to exhibit a commercial produced under the Social Media & YouTube Waiver on any platform that carries automatic exclusivity (i.e., linear television and/or Streaming Platforms).
  2. Producer shall notify performers in a commercial produced under the Social Media & YouTube waiver if the commercial is exhibited in Traditional Digital.
  3. Whenever a commercial produced under the Social Media & YouTube waiver is moved to another platform, an additional session fee shall be due to each performer and any further Social Media and/or YouTube use of the commercial must thereafter be paid as Traditional Digital.
- iv. Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms:** The parties have established a separate category of digital use for commercials used in video games, virtual worlds, augmented reality, virtual reality and/or as yet unanticipated “emerging platforms.” Compensation and exclusivity for commercials produced for such platforms shall be freely bargained.

<b>“New Structure” Rates</b>			
	4-week	13-week	1-year
Class A	Per use applying Class A Table reduced by 5%. \$20,000 cap per 13-week cycle for on-camera. \$15,000 cap per 13-week cycle for off-camera. Mitigation Fund will apply.		
National Cable	\$1,500	\$4,100	\$13,500
Local Cable	\$300	\$800	\$3,000
Wild Spot	\$800 (all markets)	\$2,000 (all markets) \$1,100 (excluding NY & LA)	\$7,200 (all markets) \$4,000 (excluding NY & LA)
Dealer	\$700	\$1,600	\$6,200
Spanish Language Program Use	\$1,000	\$3,000	\$10,000
All Other North American	\$325	\$1,000	\$3,500
Diginets	\$29.33/use or \$5,000/13-week cycle		
Traditional Digital	\$700	\$1,110	\$3,400
Streaming Platforms (inclusive of all other digital uses)	\$1,100	\$2,550	\$7,500
Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms	Freely bargained for use and exclusivity		

- e. **Crediting/Holding:** Session fees and holding fees shall be credited across all media types, including cable, except as follows:
  - i. Commercials produced for Traditional Digital only, under the Social Media & YouTube waiver or on Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms shall not automatically carry exclusivity and no holding fees shall be due unless the producer and the performers negotiate for exclusivity.
  - ii. Producer and performers may bargain for such exclusivity, but Producer must pay not less than one non-creditable holding fee (in the amount of the session fee) for each 13-week period of exclusivity. Session shall continue to be credited.
  - iii. Producer must notify performers of intended exclusivity at the time of audition.
- f. **Maximum Period of Use:** The 21-month maximum period of use shall now be measured starting from the earlier of first use of the commercial or 13 weeks following the last production day. Presently, the MPU is calculated based on the first production day of the commercial.
  - i. Recalls and retakes shall not be considered as extending the last production day and will be ignored for the purpose of calculating the MPU.
  - ii. The maximum period during which an animated cartoon commercial may be used shall be no more than 21 months commencing with the earlier of the date of the first use of the commercial or 13 weeks following the first recording date for the off-camera recording, unless the off-camera recording is produced before completion of the animation, in which event the maximum use period for such animated cartoon commercial shall be 24 months commencing with the first recording date for the off-camera recording.
  - iii. The bargaining parties will direct the payroll services to report the last production day with performer session checks so that performers can calculate their maximum period of use.
- g. **Editing Rules for the New Structure:** Effective June 1, 2022, Section 26 Editing of a Commercial will be replaced with the Alternate Compensation Structure (ACS) editing provisions with the following modifications.
  - i. All editing provisions apply to all commercials including digital use commercials.
  - ii. There are four (4) types of edits under the New Structure that do not create a new commercial: a) Shorter/Longer Versions; b) Permitted Edits; c) Paid Edits; and d) Addressable Edits.
  - iii. Shorter/longer version fees, paid edit fees and addressable edit fees are due within fifteen (15) business days of first use of the shorter/longer version, paid or addressable edit.
  - iv. Principal performers shall have the right to request and receive a copy of the script and/or story board upon the conclusion of the production. Provided, however, that where Producer has confidentiality concerns (e.g., where the commercial is for a new product launch or new campaign launch), Producer has no obligation to provide the script or storyboard until after the first air date of the commercial.
  - v. **Shorter/longer versions:**
    - 1. Producer may edit a commercial to create shorter/longer versions without triggering a new commercial. Each shorter/longer version may only use footage from the same production, provided that such footage relates to the same script or storyboard and does not create an Unpermitted Edit of the longest version produced.
    - 2. Shorter/longer versions shall be paid as follows:
      - a. No additional compensation is due for the 1st and 2nd versions.
      - b. The 3rd shorter/longer version shall trigger a payment of a session fee to principal performers whose performance remains in the 3rd shorter/longer version.
      - c. Each additional shorter/longer version after the 3rd shall trigger a payment of 30% of a session fee to each performer whose performance remains in the shorter/longer version created.
        - i. Shorter/longer version fee(s) shall not be credited against any other payment due under the contract.
        - ii. If Producer submits a commercial to an advertiser's Advertising Library (or other similar asset management platform) for the purpose of allowing unlimited edits for use in digital, Producer shall pay each principal performer 4 session fees for unlimited editing rights during the Maximum Period of Use.
  - vi. **Permitted Changes**
    - 1. Principal performers engaged to make changes shall be paid separately the applicable tag rates for each such change.
    - 2. Types of permitted changes:
      - a. Change tags, dealer identification, legal/network, dates, factual information, offers, and supers
      - b. Rearrangement of on-camera material
      - c. Change VO/music
      - d. Foreign-language voiceover
      - e. The introduction and/or ending of a commercial may be changed to another product in the same product line or to a different variant of the same product as long as the change is in the nature of a tag as that term is customarily used in the Industry.
  - vii. **Paid Edits**
    - 1. Performers may be asked to shoot the same script/storyboard featuring the same product/service with different wardrobe and props to align with the edited background change. Performer shall receive a session fee for each shoot and shall receive the paid editing fees for each commercial after the original.

## 5. SELF-TAPED AND LIVE REMOTE (E.G., ZOOM) AUDITIONS

- a. **Due date:** A due date must be specified for self-taped auditions.
- b. **Pay:**
  - i. Audition overtime does not apply to a first or second self-taped audition, but Producer may not conduct a third or subsequent audition by self-tape.
  - ii. For live remote auditions, the same audition overtime and payment rules that govern in-person auditions shall apply.

- iii. Where performers are required to memorize lines rather than use a prompting device for self-taped or live remote auditions, the same half session fee applicable to in-person auditions shall be due.
- c. **Audition Copy:** For self-taped and live remote auditions, performers shall receive relevant audition copy (e.g., script) in a format that can be used with screen-reading software at least 24 hours prior to the audition or at the time of audition notice, whichever is later.
- d. **Safety:** During a self-taped or live remote audition, performers may not be requested to perform a stunt or to perform a dangerous activity such as driving, riding a bicycle, skateboarding, roller skating, interacting with fire, balancing on an elevated surface that is over 18 inches high, or using power tools.
  - i. Producer may, however, request that the performer mime or replicate any of the foregoing activities in a safe manner.
  - ii. Producer may also request that a professional or expert demonstrate a skill for which they are trained, provided that the Producer is clear that they are seeking such a professional/expert.
- e. **Locations:** Performers shall not be requested to travel to different locations as part of a self-taped or live remote audition.
  - i. The producer may, however, request, but not require, that the performer audition in different rooms/areas in or outside of a performers' home.
  - ii. The only "location" that Producers can require is a well-lit background.
  - iii. Producer may, however, provide context regarding the nature of the commercial.
- f. **Angle Changes:** Producer may not require any angle changes within a single take.
- g. **Makeup/Styling Changes:** For a self-taped or live remote audition, performers may not be requested to engage in multiple hair and/or make-up styling changes for the same audition.
- h. **Equipment and Services:** Performers may not be required to possess or obtain equipment including props or paid services in order to audition.
- i. **Waiting Room:** For live remote auditions, Producer shall provide a virtual "waiting room" or other arrangement that allows performers to be notified of any delays (e.g., using the chat function of a virtual meeting platform to communicate with performers).

## 6. AUDITION CONFIDENTIALITY

The confidentiality language included on the Exhibit A-1 and Exhibit A-2 individual employment contracts shall now apply equally to auditions. Importantly, under the new language Producer may not demand or request that Performer execute any nondisclosure agreement that has not been approved in advance and in writing by the Union.

## 7. WAIVER NOTICE

Producers must now notify performers at the time of audition of any waivers that will be applied to the commercial.

## 8. NUDITY & INTIMATE ACTS

- a. **Audition:** Producer may not request a performer to audition nude. If the performer is wearing only pasties and/or genital coverings, they are considered nude. Partial nudity may be requested with advance notice.
- b. **Production:** Producer must give notice if the performer will be expected to perform nude or partially nude (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing) or depicted engaging in intimate acts.
  - i. A member of production shall be made available prior to the first shoot day to answer questions about the nature of any intimate acts, partial nudity and/or nudity required of the performer.
  - ii. Producer's failure to comply with the foregoing with respect to intimate acts, partial nudity and/or nudity required shall entitle the performer to refuse to work and be paid a full day's pay.
- c. **Reporting Information:** All performers shall be provided a call sheet that includes SAG-AFTRA's SAFER-SET Hotline Number — (844) SAFER SET/ (844) 723-3773 — and SAG-AFTRA's SAFE PLACE reporting tool for sexual harassment, [sagaftrasafeplace.org](http://sagaftrasafeplace.org).

## 9. STILL PHOTOGRAPHS AND STOCK FOOTAGE

Preexisting photographs not made by or on behalf of Producer are not covered under the Contract.

## 10. PUBLIC SERVICE ANNOUNCEMENTS/GOVERNMENT AGENCY MESSAGES

- a. Modify Section 18, paragraph 5 to include that once a waiver is granted for an initial one-year use period, Producer may use the PSA for an additional year by paying the same amount the performers were paid for the original session at the conclusion of the first 12-month period. Performer may negotiate at the time of engagement for a higher amount for the second one-year period, as well as at the time of renewal for additional compensation for each additional use period beyond the second 12-month period of use.
- b. Add a new paragraph 6 to Section 18: In the event that an Ad Council PSA is used after the expiration of the MPU, the performer or the Union shall notify the Ad Council of the unauthorized use. Upon delivery by Ad Council to the Union of: i) evidence of the communication to stations of the expiration date of the PSA; and ii) evidence of the sending of a take-down notice to the station(s) and (iii) an assignment by the copyright holder of its cause of action for copyright infringement as to Union represented performers in the PSA, the Union and performer shall withdraw the claim.

## 11. UNAUTHORIZED USE ON SOCIAL MEDIA AND YOUTUBE

The parties clarified that the Traditional Digital rate will be used to calculate the existing liability cap for unintentional use on YouTube and/or Social Media, i.e., if a commercial continues to be exhibited on YouTube beyond the Maximum Period of Use, payment shall be fixed at double scale calculated based on the duration of the unauthorized use but not to exceed 2 years at the Traditional Digital rate then in effect.

## **12. DIGITAL DOUBLES**

Computer-generated images or voices of a performer created by any technology now known or hereafter developed (“Digital Doubles”) will not be used to evade the provisions of the Commercials Contract.

## **13. THEATRICAL OR INDUSTRIAL EXHIBITION**

Theatrical/Industrial exhibition fee covers worldwide use.

## **14. TRANSFER OF RIGHTS**

The contract now makes explicit that a transferee agrees that all payments and deductions as well as required contributions under the Commercials Contract will apply to all guarantees and other compensation due to performers under multiservice contracts.

## **15. ARBITRATION**

Claims regarding unpaid use shall be submitted to Producer no later than 6 months from the expiration of the applicable Maximum Period Use or the date that performer is released from exclusivity, whichever is sooner.

## **16. QUALIFIED HAIR AND MAKEUP PROFESSIONALS:**

- a. Producer will utilize only qualified hair stylists and makeup artists and provide the appropriate products for cutting and styling a performer’s hair and applying their makeup.
- b. “Qualified” means hair stylists and makeup artists with proven ability and experience styling a variety of textures and styles, (e.g., tight curls, curly, wavy, straight, tapered, braids, locks, twists, fades, locked hairstyles, etc.) and makeup artists who are experienced in working with diverse skin pigments and features.

## **17. HEARING AND VISUALLY IMPAIRED PRINCIPAL PERFORMERS**

- a. Change title of section to Deaf and Hard of Hearing and Visually Impaired Principal Performers.
- b. Add hard of hearing to language.
- c. Adjust language to require interpreters to be certain and qualified in American Sign Language or oral interpretation. Producer shall provide upon the performer’s request made to Producer no less than 24 hours in advance of the audition or at the time of audition notice, whichever is later, the use of closed captioning (if possible) as an alternative to the interpreter.

## **18. EMPLOYMENT OF MINORS**

- a. Audition and Fittings
  - i. The two adults required to be present at an audition must be associated with casting.
  - ii. Parents/guardians must be allowed to be within sight and sound during the audition.
  - iii. Virtual viewing may be used if available.
- b. Education
  - i. A copy of the teacher’s/tutor’s/welfare workers’ current credentials and identification must be provided to the parent/guardian no later than 24 hours prior to the minor performers’ initial call.
  - ii. Producer shall provide internet access for minor performers for schoolwork, whenever possible.

## **19. FEES FOR CONTRACTORS FOR GROUP SINGERS**

- a. When 3 to 8 singers are employed: 25% of the session fee paid for the contractor’s services as a member of the group (currently \$107.70).
- b. When 9 or more singers are employed: 50% of the session fee paid for contractor’s services as a member of the group (currently \$212.40).

## **20. DANCERS**

- a. Remove language that requires a dancer, who is working as a choreographer, to have had earnings in the 5 prior years for a Producer to contribute to the plans on their behalf.
- b. Producer agrees to contribute to the Plans on behalf of the assistant choreographers on the basis of the minimum session fee for group 3+ dancers.

## **21. HIRING OF EXTRA PERFORMERS: HAZARDOUS WORK**

- a. Add to examples of hazardous work: e.g., wearing clothing that is not appropriate for the weather or temperatures, working in extreme weather, and/or activities involving repetitive excessive physical stress such as running up and down a hill several times.
- b. An extra performer who is required to be a passenger in a vehicle that is engaged in stunt driving shall be compensated an additional session fee at the same rate they were engaged. The foregoing shall be subject to the assessment of the qualifications of performers to be passengers in vehicles engaged in stunt driving, applicable insurance requirements (if any), performer safety considerations and compliance with the Stunt Driving Guidelines.

# SUMMARY OF NEW PROVISIONS

## 2022 SAG-AFTRA

### Audio Commercials Contract

#### 1. EFFECTIVE DATE AND TERM

- a. Three years commencing April 1, 2022.
- b. For services performed in commercials made between April 1, 2022, and the date of ratification, all retroactive payments must be made not later than 60 days following ratification by the Union.
- c. The new working conditions and all other non-economic provisions shall be effective not later than 30 days following ratification by the Union.

#### 2. RATES

- a. Effective April 1, 2022:
  - i. Increase all wages and use fees under the Traditional Audio Commercials Contract by 4.88%.
  - ii. Increase Audio Flex Payments by 4.88%.
- b. Effective June 1, 2022:
  - i. Increase wages and use fees under the Traditional Audio Commercials Contract by 4.88%.
  - ii. Increase Audio Flex Payments by 4.88%.

#### 3. SAG-AFTRA HEALTH FUND AND AFTRA RETIREMENT FUND

- a. Health & Retirement contribution rate increased from 19% to 20.5%, subject to a 3-year waiver that expires March 31, 2025, reducing the contribution rate for JPC authorizers to 19.25%.
- b. The breakdown of the 20.5% is as follows: 19.5% to the H&R Plans (with the additional 1.5% dedicated entirely to the Health Plan), 0.75% to the Industry Advancement Cooperative Fund and 0.25% to the Administrative Maintenance Fund (AMF).
- c. The breakdown of the 19.25% is as follows: 18.25% to the H&R Plans (with the additional 0.75% dedicated to the Health Plan), 0.75% to the IACF, and 0.25% to the AMF.

#### 4. FEES FOR CONTRACTORS FOR GROUP SINGERS

- a. When 3 to 8 singers are employed: 25% of the session fee paid for the contractor's services as a member of the group (currently \$107.70).
- b. When 9 or more singers are employed: 50% of the session fee paid for contractor's services as a member of the group (currently \$212.40).

#### 5. AUDITIONS

- a. Audition Confidentiality: The confidentiality language included on the Exhibit A-1 and Exhibit A-2 individual employment contract shall now apply equally to auditions. Importantly, under the new language, Producer may not demand or request that Performer execute any nondisclosure agreement that has not been approved in advance and in writing by the Union.
- b. Performers may not be required to possess or obtain equipment, including paid services in order to audition.
- c. Producers must now notify performers at the time of audition of any waivers that will be applied to the commercial.

#### 6. INDUSTRIAL OR THEATRICAL EXHIBITION

Industrial or Theatrical use payment covers worldwide use.

#### 7. POLICY OF NONDISCRIMINATION

Performers shall receive relevant audition copy (e.g., script) in a format that can be used with screen-reading software.

#### 8. TRANSFER OF RIGHTS

The contract now makes explicit that a transferee agrees that all payments and deductions as well as required contributions under the Commercials Contract will apply to all guarantees and other compensation due to performers under multiservice contracts.

#### 9. DIGITAL DOUBLES

Computer-generated voices of a performer created by any technology now known or hereafter developed ("Digital Doubles") will not be used to evade the provisions of the Commercials Contract.

## **10. ARBITRATION**

Claims regarding unpaid use shall be submitted to Producer no later than 6 months from the expiration of the applicable Maximum Period Use of the date that performer is released from exclusivity, whichever is sooner.

## **11. PUBLIC SERVICE ANNOUNCEMENTS/GOVERNMENT AGENCY MESSAGES**

Add a new paragraph to Section 66: In the event that an Ad Council PSA is used after the expiration of the MPU, the performer or the Union shall notify the Ad Council of the unauthorized use. Upon delivery by Ad Council to the Union of: i) evidence of the communication to stations of the expiration date of the PSA; and ii) evidence of the sending of a take-down notice to the station(s) and (iii) an assignment by the cop right holder of its cause of action for copyright infringement as to Union represented performers in the PSA, the Union and performer shall withdraw the claim.

## **12. EMPLOYMENT OF MINORS**

- a. Add to section C that the two adults present during the interview must be associated with casting, and that parents/guardians must be allowed within sight and sound during the audition. Virtual viewing may be used if available.
- b. Add to section E.3. add welfare workers to those required to provide credential and identification. Additionally, these documents shall be provided to parents/guardian no later than 24 hours prior to the minor performer's initial call.
- c. Add a new paragraph 5 to Section F: Whenever, possible Producer shall provide internet access for minor performers for schoolwork.

## **13. WAIVER AS TO CERTAIN NON-PROFESSIONAL PERSONS**

- a. Actual employees of the advertiser who are regularly employed and who are not professional entertainers who engage in entertainment or motion picture work regularly when they are recorded at their usual place of business in the course of their usual employment are not covered.
- b. Executive officers of companies when they appear in a commercial for their company are waived.

## **14. HARDSHIP WAIVER**

Add section to address consideration of waiver requests from JPC authorizers in the event of hardship (e.g., potential loss of advertiser business).