

Understanding SAG-AFTRA's Personal Manager Code of Ethics and Conduct

For more than a decade, the union and its members have seen a flurry of high-profile legal disputes between members and their personal managers — courtroom battles for millions of dollars that erupt into he said/she said arguments.

The members of the SAG-AFTRA National Agents Relations Committee are charged with facilitating the relationships between personal representatives and the union's members. Although some issues can be dealt with swiftly, others require significant coordination, outreach and planning. That's why SAG-AFTRA has established its first-ever formalized relationship with personal managers, known as the Personal Manager Code of Ethics and Conduct.

More than 15 percent of the daily phone calls coming into SAG-AFTRA's Agency Department — now rebranded as the Professional Representatives Department — were about personal management questions, conflicts and abuses, but the union was unable to assist, since it does not have a formal relationship with personal managers.

Something needed to be done.

In California and New York, states that house our two largest locals, there is little meaningful protection under the law for performers who choose to engage personal managers. Managers are not bound to any legal standard and virtually anyone can hang out a shingle and declare themselves to be a personal manager, regardless of their professional background. Personal managers should not be confused with business managers, who offer financial advice and manage financial affairs.

In California, there is some minimal legislative protection for performers who engage personal managers. For example,

if those personal managers attempt to procure employment, they must do so under the control and direction of a licensed and, in our case franchised, agent. And, under law, the agent is required to “direct” that relationship because the agent is bonded, subject to state law and, most significantly, covered by the union's franchise agreements. Managers currently operate without any restrictions and that's the way some of them want it to remain.

 Read the Personal Manager Code of Ethics and Conduct, learn details about the difference between a manager and an agent, and see a handy FAQ factsheet at sagaftra.org/managers.

The increasing drumbeat from members was clear, however: “Do something about personal managers.” Through careful consultation and coordination with independent personal managers and various personal manager organizations, as well as hundreds of our own members, the union painstakingly worked through each element of this innovative program.

Recognizing that the community is as diverse as our membership, we decided first and foremost to make this a voluntary program. SAG-AFTRA members or personal managers are not obligated to sign on to the union agreement if they do not want to. It's not a violation of

membership rules. However, if a union member wants to operate under a set of rules that brings personal managers under the SAG-AFTRA tent for the first time in our history, and if the manager is interested in learning more about being affiliated with the union, they should both have that option.

The document was created with significant contributions from personal managers and organizations including the Talent Managers Association.

Some special interest groups within the personal management community have reacted to this voluntary code with heated rhetoric. Perhaps it's because some personal managers believe that they should not be regulated at all, either by the state legislature or SAG-AFTRA. These groups have been embroiled in a lawsuit against the State of California seeking to declare the very basic talent agency protections offered by the state — known as the Talent Agencies Act, or TAA — to be “unconstitutional.” SAG-AFTRA, together with the Writers Guild of America, West and the Directors Guild of America, filed a “friend of the court” brief to help the court understand the history of the TAA and its importance to the unions' members.

As an organization entrusted with protecting our members, SAG-AFTRA encourages members to review the information on the union's website, then ask these two basic questions: 1) Is my manager signed to this code? 2) If not, why not?

Answers to those two basic questions will help members make an informed decision about who they want representing their interests. SAG-AFTRA believes choice is a wonderful thing, but so are union protections in professional relationships. The union wants its members to have this choice and make up their own minds based on the facts.

10 Things to Look Out for ...

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Listed with SAG-AFTRA

Wherever possible, you should enter into personal management relationships with professional and ethical representatives that are vetted by your union. Always ask your personal manager, "Are you listed with SAG-AFTRA? If not, why?" Listen very carefully to the answer. Remember, you are on your own if you enter into a personal management contract with an entity that is not listed with the union. All the information your manager will need to list with SAG-AFTRA can be found on the SAG-AFTRA website at sagaftra.org/managers. Your first stop for information should be your union's website. We are here to protect you. Questions? Call the SAG-AFTRA Professional Representatives Department directly at (323) 549-6745 in Los Angeles or (212) 863-4305 in New York.



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No Advance Fees

No personal management contract should expect or require advance fees for any service. The personal manager should get paid when you are, just like an agent.

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Payment Timeline

If your personal manager is going to be collecting and distributing your compensation, make sure the contract reflects that when your money is received by the personal manager, it will be held in a non-interest-bearing trust account separate from the manager's business operating account and that you establish a timeline for payment – both from you to the personal manager and from the personal manager to you. For your reference, SAG-AFTRA franchised agents must distribute checks to performers within a three-, five- or seven-day period, depending on the circumstances. Whenever possible, build these requirements into your personal management contract.



No Third Parties

Ensure that your personal management contract does not require you to enter into any business relationship with any third-party businesses, such as photography studios, acting teachers, etc. It is entirely possible that an unregulated personal manager will have either direct or indirect financial interest in these entities, so you should ensure that representation is not contingent on you purchasing these services. At the very least, keep them out of your contract. If your personal manager wants to recommend industry professionals, he or she should have a working list in each area that you can investigate before using. Do your own Internet search on everyone that is recommended to you.

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... *in a Management Contract*

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Dispute Resolution

Ensure your management contract has a dispute resolution provision – failure to do so could result in expensive court fees. If you are with a SAG-AFTRA-listed manager, you will automatically default to the comparatively inexpensive SAG-AFTRA arbitration process. However, if your manager is not listed with SAG-AFTRA, you should ensure that you preserve access to the State Labor Commissioner (in California) or the Department of Consumer Affairs (New York) for your dispute resolution whenever possible. In other locals, performers should contemplate an arbitration provision that protects their dispute resolution choices. You should consult with an attorney with regard to whether an arbitration provision for dispute resolution through a legitimate arbitration provider is in your best legal interests in such relationships.



Get an Agent

Since managers are not permitted to legally procure employment in California, New York and some other states unless under the control and direction of a licensed agent, the contract should clearly spell out that the manager will secure you an agent (or work with a licensed agent to procure you work opportunities). Otherwise, what will the personal manager get paid for doing?

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Commission Rate

Managers generally take, on average, 10-15 percent commission. Fifteen percent is considered higher-end compensation in the industry. This should be clearly spelled out in your agreement with your personal manager.



Personal Manager, not Agent

Whenever possible, be sure your management contract clearly spells out what role the manager is going to fill. Because personal managers are largely unregulated, you should, contractually, ensure you both agree on what the personal manager's job functions will entail. As a reminder, personal managers cannot legally procure employment for you under California law (with a very similar provision under New York law) unless he or she does so under the control and direction of a licensed agent. If you are a SAG-AFTRA member, that agent must also be franchised by the union. This should be spelled out in your agreement.

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No Self-Renewing Provisions

Beware of any contract with provisions such as: "If the performer earns \$5,000 or greater in the last year of the contract, the term of representation will automatically renew for an additional three-year period" or "If the parties fail to terminate this agreement 30 days prior to its expiration, the contract will automatically renew for three years." If the personal manager wants to sign you to an additional contract term, you should be asked to sign a new contract.



Length of Contract

Be sure your management contract closely mirrors any potential agency contract that you may sign. The initial term should be no more than 18 months, with renewals to be no longer than three years. Never commit for any longer period than that, especially with an entity that you do not know well, regardless of how great you think he or she is today. Also, handshake or hip pocket (i.e. verbal) agreements are common in the personal management world. With that kind of relationship, you are generally free to terminate the contract and move on at your discretion.

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