



2013 Kansas City Local Commercials Code of Fair Practice

PREAMBLE

This SAG-AFTRA Kansas City 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 this waiver.

1. GEOGRAPHIC JURISDICTION

This SAG-AFTRA Kansas City Local Code of Fair Practice shall apply to work performed and used within the geographical limits of Greater Kansas City and any territories which may be assigned by the SAG-AFTRA National Board, including Missouri (excluding St. Louis), Kansas, Nebraska, Iowa, Arkansas and Oklahoma.

2. APPLICABLE TERMS AND CONDITIONS

It is understood and agreed that any and all signatories to the Kansas City Local Code of Fair Practice shall also be bound to the terms and conditions of the 2013 SAG-AFTRA Commercials Contract and the 2013 SAG-AFTRA Radio Recorded Commercials Contract (hereafter, "Commercials Contract(s)"). It is further understood that all terms and conditions of the Commercials Contract(s) shall apply except as specifically modified by this 2013 Kansas City Local Code of Fair Practice.

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 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.

5. 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.

6. PAYMENT

- A. All talent payments are to be made by check payable to the performer and are to be sent to the St. Louis SAG-AFTRA office. Payments shall be made as follows:
- (1) Session fees shall be made not later than fifteen (15) working days from the date of session.
 - (2) Holding fees for exclusivity of a performer shall be made not later than the first day of the fixed cycle for which they are payable.
 - (3) Use and reuse fees shall be made not later than fifteen (15) working days after the date of first use in such cycle.
- B. In the event the signatory fails to make timely payment as herein provided, the signatory shall be required to pay late payment penalties in accordance with the following terms and conditions:
- (1) The signatory shall pay late payment penalties of \$3.60 per working day to the performer up to a maximum of \$90.00 for failure to make timely payment. SAG-AFTRA shall issue a notice to the signatory of failure to make timely payment no later than ten (10) working days from the date payment was due for the session.
 - (2) Even if the above notice was issued by SAG-AFTRA, all late payment penalties shall cease accruing twenty-five (25) working days after payment was due, unless SAG-AFTRA sends to the signatory a Notice of Delinquency. If the signatory has not issued full payment, including accrued penalties within twelve (12) working days after SAG-AFTRA issued the notice of Delinquency, the signatory must pay additional penalties commencing effective the date on which the Union issued the notice of Delinquency in the amount of \$10.00 per working day for television or \$5.00 per working day for radio without limitation as to time until the delinquent payment together with accrued penalties are fully paid.
- C. In the case of reuse, the signatory producer shall notify SAG-AFTRA of the reuse within twelve (12) working days after the commencement of the new cycle. The signatory producer shall state the date the reuse cycle began on the SAG-AFTRA contract. Timely payment under Section 5(A) shall constitute timely notice under this subsection. In the case of willful violations of this subsection, SAG-AFTRA may notify the signatory producer in writing that it will be considered a willful violator. In such case, any future willful violations by such signatory producer within the twelve (12) months following the notice shall be subject to a penalty of two (2) 13-week session fees based upon the current rate.

7. SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES

Payments to performers under this Code constitute wages and as such are subject to federal and state income tax, withholding, social security, unemployment and all taxes 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 the 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. All terms and provisions of applicable sections of the Commercials Contract(s) as amended are hereby incorporated in this Code by reference.

8. 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.

9. REPORTS

- A. Certain reports are necessary and are required in connection with any performance under this code. The SAG-AFTRA Kansas City Local Talent Contract serves several purposes:
- (1) It shall be the responsibility of the performer to file with SAG-AFTRA the Talent Contract for each session. It shall be the signatory's responsibility to complete and provide a Talent Contract to the performer at the time production commences. The Talent Contract shall be sufficient if it indicates the services to be provided. The Talent Contract shall be deemed to sufficiently indicate the rate to be paid if it specifies whether the contract is for scale or a percentage above scale. At the conclusion of the session, the signatory agrees to sign the Talent Contract. The document constitutes a contract between performer and signatory as well as an invoice for the services indicated. There is no obligation on the part of the performer to provide a separate billing. Signing of the Talent Contract is not a waiver by either party if the contract is faulty, in which event the actual amount(s) provided in this Code must be paid.
 - (2) The Talent Contract is a multi-carbon form. The signatory shall give two copies of the Talent Contract to the performer. The signatory is responsible for ensuring that the following materials are sent to SAG-AFTRA Kansas City:
 - (a) One (1) copy of the Talent Contract with the performer's talent payment check; and
 - (b) Two (2) copies of the Talent Contract with a check for the Health & Retirement contributions.

Paymaster forms will be accepted by the Union in lieu of copies of the Talent Contract. The signatory may retain the remaining copy of the Talent Contract.

- (3) In the case of reuse, the signatory has the sole responsibility of submitting to SAG-AFTRA the appropriate copies of the Talent Contract with the talent payment checks and Health and Retirement contribution checks in the same manner as above. The signatory may be subject to late penalties for failure to submit payment in a timely fashion in accordance with the terms and conditions of the **Payment Section** and **Compensation Section** of this Code.

(4) It is the responsibility of the performer to complete the W-4 form and to submit to the signatory sufficient information for the signatory's completion of the I-9 form no later than the commencement of production.

B. The late payment penalties provided in this Code shall not be invoked upon the signatory if the performer fails to execute the W-4 form or fails to file the Talent Contract with the Union.

C. Rates will be confirmed in writing by the SAG-AFTRA office when requested by the signatory in writing, including number of spots, number of artists, market use, number of cycles, type of commercials or program and such other information as may be necessary for SAG-AFTRA to accurately quote rate information.

10. CASTING AND AUDITIONS

A. Auditions are individual voice and/or appearance tests of performers which may be recorded for the sole purpose of determining the competitive merits of performers, and they shall not be used to audition copy of materials for the signatory.

B. Auditions may be made without compensation, but the signatory agrees not to use the privilege unreasonably. Audition calls shall be staggered, either individually or when working through a talent agent, so that the total time involved for each individual performer shall not exceed a continuous span of sixty (60) minutes. Any time in excess of that shall be compensated at the rate of \$6.75 for each quarter-hour or part hereof. The Standard Audition

Report form included in the National SAG-AFTRA Commercials Contracts shall be used for all auditions. It shall be the responsibility of the signatory to provide such forms which must be properly completed by the performer, and the signatory shall maintain the completed forms and make them available to SAG-AFTRA upon request within two (2) weeks after the audition. If a signatory producer fails to comply with producing audition forms upon request, the signatory shall be fined \$150.00 after the second time the requested audition forms were not produced.

C. The audition is not to be recorded as a client demo.

11. NIGHT WORK

A. Night work is defined as work between 8:00 p.m. and 6:00 a.m. except that a first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

B. If night work is necessary by reason of difficulty in obtaining daytime access to the place to be photographed, the performer shall not be entitled to any premium pay.

C. Except as above, performer shall receive premium pay for each hour equal to 10% in excess of the hourly rate for such hour.

12. COMPENSATION

A. Initial Session and Use

- (1) Rates for specific use are set forth in the Schedule of Rates and Fees which is a part of this Code.
- (2) Session fees may be credited against the use fees incurred in the first cycle of use as follows:
 - (a) For a 13 week cycle, the first use must commence within 13 weeks of the date of the performer's first fixed cycle.
 - (b) For one-week cycle and 31 day cycle, first use must commence within 31 days of the date of the performer's first fixed cycle.
 - (c) For multiple one-week cycle and/or 31 day cycle per advertiser/client, recorded during a single session by the same performer(s), first use must commence within first 13-week fixed cycle.

B. Reuse: Consecutive Use and Reinstated Use

- (1) Consecutive Use
 - (a) At the end of any cycle, nothing shall prevent the signatory from using the commercial for a cycle of any length within the 21-month maximum period of use.
 - (b) Payment for consecutive use shall be made at the rates in effect at the initial time of session.
- (2) Reinstated Use
 - (a) A signatory may reinstate use of a recording within twenty-one (21) months from the original date of session without the performer's consent, unless a conflict exists between such recording and later work performed by such performer. A performer shall give signatories advance notice of any potential conflicts with such performer's work for the signatory during the preceding twenty-one (21) months. No conflict shall be deemed to exist in the absence of such notice from the performer.
 - (b) The signatory agrees to advise SAG-AFTRA in writing whenever a recorded performance is reinstated including previous use and intended use.
 - (c) A reinstated recording may be used for a cycle of any length within the 21-month maximum period of use.
 - (d) Fees for reinstated use shall be paid at the current applicable rate.
 - (e) In the event that the signatory desires to reinstate use of a recording beyond the maximum use of the commercial (21) months, the signatory may reinstate such

recording providing the performer's consent is first obtained in the form of written consent.

C. HOLDING FEES

Holding fees are only applicable if exclusivity (as described in Article 12) is required of a performer on a local or a regional basis.

13. EXCLUSIVITY

A. Exclusivity of a principal performer shall be limited to those commercials produced and utilized only within the geographical boundaries of the Greater Kansas City and any territories which may be assigned by the SAG-AFTRA National Board, including Missouri (excluding St. Louis), Kansas, Nebraska, Iowa, Arkansas and Oklahoma and shall require a holding fee for every thirteen (13) weeks equivalent to the applicable thirteen week cycle rate for television. No exclusivity is allowed for radio unless an over-scale payment is agreed upon.

B. A principal performer granting exclusivity outside of the geographical scope of this agreement to a client or product or service shall be paid in accordance with the percentages of minimum compensation for the number of indirect conflicts for session and use set forth in the Commercials Contract(s) except that such rate of compensation shall be computed against Local Code rates.

C. Exclusivity shall be binding on the principal performer only if the applicable holding fees are paid not later than the first day of the fixed cycle for which they are payable. The payment of holding fees at scale grants the exclusivity of the principal performer for a directly competitive product or service only.

D. These provisions shall apply to principal performers recording a single commercial or under individual contract agreement with a client or sponsor involving any type of product or service exclusivity.

14. TRAVEL COMPENSATION

A. If the performer uses his or her own automobile to travel to a performance on location, he or she shall be paid not less than the current government rate per mile. Location shall be defined as anywhere outside a 25-mile radius from the SAG-AFTRA Kansas City 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. Regular rehearsal fees and conditions shall apply for all time spent in rehearsal or performance.

B. When a performer is required to travel to an overnight location, the signatory agrees to furnish coach class transportation, reasonable lodging and minimum per diem of not less than \$50.00 to cover meals. If the signatory provides a meal on location, the signatory may deduct from the daily per diem: \$10.00 for breakfast, \$15.00 for lunch, \$25.00 for dinner.

C. This provision does not prohibit a signatory from supplying all travel expenses incurred by the performer nor does it prohibit a signatory from allowing more than minimum per diem in this Code to cover travel expenses for location work.

15. CABLE TRANSMISSION

A. Should a commercial originally produced for television use be also used for cable transmission, the performer shall receive additional payment of 5% of the applicable television use fee if such cable use occurs within the same cycle of use.

B. If cable use is not concurrent with any television cycle of use, the performer shall receive payment in accordance with the minimum applicable rates of this Code. If within the same cycle, the commercial begins television use, the performer shall receive an additional 5% of the applicable use fee.

16. PUBLIC SERVICE ANNOUNCEMENTS

A. 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 of fees associated with the messages produced for non-profit welfare and public service agencies which are broadcast under the auspices of and on behalf of such agencies (generally referred to as “public service announcements” or PSAs.) Thus the minimum fee for a local PSA shall be the equivalent of the 13 week session fee for a regular commercial spot produced under the 2013 SAG-AFTRA Commercials Contract or the 2013 SAG-AFTRA Radio Recorded Commercials Contracts, 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. All additional terms and provisions of the applicable Commercials Contract(s) as amended are hereby incorporated in this Code by reference.

17. STATION CONTRACTS

If there are provisions regarding the employment of performers in collective bargaining agreements with broadcasting stations which are signatory to this Code, and such provisions are in conflict with the Code, the provisions in the station contracts shall prevail, but only as they apply to performers who are regularly employed by the station.

18. RATIFICATION

This agreement shall be subject to ratification by the SAG-AFTRA Kansas City Local Board and by the National Board of SAG-AFTRA and shall not become binding upon the parties until so ratified.

KANSAS CITY LOCAL CODE
SCHEDULE OF RATES (EFFECTIVE 4/1/13 – 3/31/16)
 Excluding St. Louis, MO

WILDSPOT	ON-CAMERA	OFF-CAMERA	RADIO
1 Week Use	\$307.77	\$231.20	\$130.91
31 Days Use	\$394.50	\$296.48	\$168.00
13 Weeks Use	\$481.24	\$360.56	\$205.00

OVERTIME: Time & ½ after 8 hours. Double time after ten hours in hourly units

Session Time	(8 hrs./spot)	(2 hrs./spot)	(1.5 hrs./spot)
Unit Fee-may include cities In MO. KS. IA. AR. OK. NE.	\$11.45	\$11.45	\$4.40

TAGS

Tags Minimum Session	Applicable Cycle Fee	\$296.48	\$167.96
Tags – 2 or more (each pd.)	\$103.03	\$71.55	\$48.92
Tags-Overtime (1 tag)	\$71.55	\$36.41	\$41.02
Session Time	(8 hrs./spot)	(1 hr./spot)	(1 hr./spot)
(No overtime for multiple tags in session, rates for same session/client)			

DEMOS

Demos (Non-air)	\$108.01	\$95.45	\$87.29
Demos – Overtime	\$41.45	\$41.45	\$37.05
Session Time	(1 hour)	(1 hour)	(1 hour)

GROUP PERFORMERS

3-5	1 Week Use	\$237.44	\$103.03	\$82.00
	31 Days	\$294.00	\$129.43	\$99.22
	13 Wks.	\$348.00	\$152.00	\$115.06
6-8	1 Week Use	\$203.52	\$84.16	\$68.74
	31 Days	\$250.00	\$101.81	\$87.29
	13 Wks.	\$296.48	\$123.06	\$101.87
9+	1 Week Use	\$162.07	\$60.26	\$60.84
	31 Days	\$198.49	\$76.64	\$78.02
	13 Wks.	\$237.49	\$91.74	\$91.21

Unit Fees	\$3.13	\$1.59	\$1.80
Overtime	Time & ½ after 8 hrs. 2x after 10 hrs. in hrly. Units	\$37.68	\$42.29
Session Time	(8 hrs./spot)	(2 hrs./spot)	(1.5 hr./spot)

EXTRAS

General- Initial 13 wk. Use	\$112.20
Extended Beyond 13 Wk.	\$146.49
Unlimited Use	\$198.75

Hand Models – Initial 13 Wk. Use	\$177.13
Extended Beyond 13 Wk.	\$193.72
Unlimited Use	\$266.33

REHEARSAL	ON-CAMERA	OFF-CAMERA	RADIO
Per hr. (compute in ¼ hr. units)	\$31.85	\$31.85	\$19.00
HEALTH & RETIREMENT:	16.8%	16.8%	16.8%