



2022-2025 SAG-AFTRA CORPORATE/EDUCATIONAL & NON-BROADCAST CONTRACT

This Agreement is entered into this 1st day of November, 2022, by and between the Screen Actors Guild-American Federation of Television and Radio Artists, AFL-CIO (hereinafter sometimes referred to as "Union"), and each of the persons (entities) who has affixed her/his (or its) name hereto in the space provided (hereinafter referred to as "Producer" or "Producers").

GENERAL PROVISIONS

1. COVERAGE

This agreement sets forth minimum wage scales and working conditions for all persons whose performances are utilized in any manner in the production of Corporate/Educational and Non-Broadcast programs including those who speak, act, sing or in any other manner perform as talent as such term is used and understood in the Corporate/Educational and Non-Broadcast program industry (including voice performers, narrators, commentators, singers, dancers, background actors, stuntpersons, airplane pilots and those who operate hand- or string-manipulated puppets or marionettes or speak in connection with such operation) and members of the public who participate on a testimonial or interview basis, all herein referred to as "Performers" (see Section 6.C. for exclusions). Such programs shall include but not be limited to non-theatrical programs (Corporate/Educational or Non-Broadcast programs, programs made for nonprofit religious organizations, documentary programs, sales programs, educational and training programs, public relations programs, etc., i.e., programs intended for exhibition where no admission is charged). This does not include, however, programs produced for initial or primary exhibition over television, other than closed circuit television.

2. DEFINITION OF A PROGRAM

- A.** The term "Corporate/Educational and Non-Broadcast Recorded Material" as used herein (and hereinafter sometimes referred to as "Non-Broadcast programs") means and includes and has always meant and included programs and other material whether recorded on or by videotape, audio tape, wire holograph, magnetic tape, soundtracks, film strips, electrical transcriptions, video or audio discs, cassettes or cartridges, or otherwise, and whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination of the foregoing, or by any other means alone or with still photographs, animated displays, phonecasting or storecasting for the purposes of instruction or education, sales promotions, amusement or entertainment at locations such as meetings, conventions, points-of-sale, public displays, churches, classrooms, seminars or any other site or location, or transmitted via voice grade telephone line (phonecasting), laser or any other photo transmission equipment. A program produced for multiple sales or multiple

client usage shall be designated as a Generic Program.

- B.** Except as defined in Section 9.C.6. (Integration and/or Customization), a program is defined as Non-Broadcast material produced for one client on a single subject and released as a package. Nonetheless, if a program, though on a single subject, consists of distinct units from the standpoint of their design and intended use, then each such unit shall be considered and paid for as a separate program.

1. *Example A:* A package entitled "Countries of South America" which is divided into separate units such as: "Chile," "Argentina," "Brazil," etc.; each unit shall be paid for as a separate program.

2. *Example B:* A package entitled "Troubleshooting Hydraulics" which consists of separate units such as: "Use of Gauges," "Checking Hose Connections," "System Pressures," etc.; shall be paid for as a single program.

3. *Example C:* A package entitled "A Tour of Monticello" which consists of 20 separate units for a social media application, each of which is no more than 6 seconds long and features a different room such as "Jefferson's Bedroom," "Parlor," and "East Portico," etc.; shall be paid for as a single program.

3. COMMERCIALS – NOT PERMITTED UNDER THIS AGREEMENT

- A.** The definition of a commercial shall be consistent with the definition of the then-current SAG-AFTRA Commercials Contract.
- B.** This agreement covers Performers employed in Non-Broadcast programs only and shall not apply to Performers employed in commercial spots whose employment is covered by a separate agreement known as the SAG-AFTRA Commercials Contract (or any agreement in modification or extension thereof or in substitution therefor). The foregoing shall apply only if Performer is recognizable.
- C.** No part of the photography or sound track of a Non-Broadcast program can be used either as a "lift," "still" or otherwise as a whole or as a part of a commercial message or spot without first obtaining the written consent to such use from each Performer involved and without compensation to each Performer in accordance with the provisions of the SAG-AFTRA Commercials Contract (or any agreement in modification or extension thereof or in substitution therefor).
- D.** At the request of either party, any grievance asserting that material produced under this agreement is a commercial may be submitted to the Industry-Union Standing Committee ("IUSC") for a non-binding recommendation, and all time limitations shall be tolled during any period required to convene the IUSC. In the event either party chooses to reject the

IUSC recommendation, or in the event the IUSC does not make a recommendation, either party may proceed to arbitration. (See Section 73.)

1. In the event the IUSC recommendation is that the material produced under this agreement is a commercial, and the Producer accepts that recommendation, or if an arbitrator determines that the material is a commercial, the Producer hereby agrees to pay the difference between the amounts already paid and the economic equivalent of the amounts that would have been due had the material been produced under the SAG-AFTRA Commercials Contract. The terms and conditions of the then-current SAG-AFTRA Commercials Contract shall be deemed incorporated by reference to the extent necessary to enforce this paragraph.
2. Benefit fund contributions on such payments, however, shall continue to be paid to the AFTRA Health & Retirement Funds and this Paragraph 3.C. shall be governed by the grievance and arbitration procedures contained in this Agreement.

4. WORLD'S FAIR, ETC.

This agreement does not apply to nor fix the terms and conditions for the making of programs to be exhibited at World's Fairs, World Trade Exhibitions or the like. Should a Producer desire to make a program which is to be so exhibited the Producer will, prior to beginning production of such program, negotiate with SAG-AFTRA with respect to the terms and conditions under which the Performers are to render services in the making thereof.

5. CATEGORIES

- A. Each program produced under this Agreement shall be designated as Category I or Category II in accordance with the following descriptions and examples.
- B. A program produced for initial exhibition on the Internet or New Media shall be considered either a Category I or Category II program under the current definitions cited below.
 1. New Media is defined as digital, electronic, or any other type of delivery platform including, but not limited to, Programs delivered via podcasts, mobile devices (except as otherwise provided in the Phonecasting/IVR provisions of this Agreement), and other digital and electronic media. The term New Media is intended to be all inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown, but is not intended to supersede other existing provisions in the Contract.

C. Category I

1. Category I programs are designed to train, inform, promote a product or perform a public relations function, and may be exhibited in classrooms, museums, libraries or other similar locations. Included are closed circuit television transmissions (such as direct broadcasts by satellites) and teleconferences. Included also are sales programs which are designed to promote products or services of the sponsor, but which will be shown on a restricted basis only.
2. Examples:
 - a) A program designed to inform salespersons of the features of automobiles sold in their dealership.
 - b) A program promoting fire prevention which does not attempt to sell a particular company's fire insurance policies.
3. Category I programs may be used in perpetuity. However, a Producer shall consider in good faith a request from a performer to remove from public view a Category I program that has been in use for more than 10 years.

D. Category II

1. Category II programs:
 - a) Are intended for unrestricted exhibition to the general public at locations
 - (1) where the products or services are sold, or
 - (2) at public places such as coliseums, railroad stations, air or bus terminals, or shopping centers.
 - b) Category II programs must be designed primarily to sell specific products or services to the consuming public
2. Category II programs may be supplied free of charge to customers as a premium or inducement to purchase specific goods or services.
3. Category II programs may be used in all Category I areas without additional fees.

Examples:

- a) A program outlining the selling features of an automobile which is available to all consumers entering automobile dealerships.
- b) A program promoting fire prevention which sells the benefits of a particular

company's fire insurance policies and is exhibited in a shopping mall.

- c) A DVD or videocassette explaining how to build a recreation room, provided free of charge to anyone who buys a power drill.
 - d) A DVD or videocassette on how to cook with a Chinese wok, provided free of charge to buyers of a home DVD/videocassette player/recorder.
4. A three (3)-year use limitation, which begins with the earlier of first use or ninety (90)-days following the first production day, applies to all Category II programs, with the exception of Audio Programs (Section 7.F) which allow use in perpetuity. Up to three (3) additional three (3)-year use periods may automatically be renewed at 100% of the total Applicable Salary, unless negotiated otherwise at the time of engagement. At the time of engagement, a Performer may agree that one or more of such use periods are included in their overscale compensation, provided that such agreement is clearly stated in the Performer's contract and the Performer's compensation, excluding amounts paid for additional use, is not reduced beyond two (2) times the applicable daily minimum. Contributions to the AFTRA Retirement Fund and SAG-AFTRA Health Plan shall be paid at the rate in effect at time of renewal or payment, whichever is earlier.
 5. When any Performer's daily rate is five and one-half (5 ½) times the applicable daily minimum or more, the Performer may agree that such compensation includes two (2) additional three (3)-year use periods and Supplemental Use rights described in Section 9 (but not Section 9.C.8 or Section 9.C.9), provided that such agreement is stated in Performer's contract.
 6. A Company may post videos in an archive on a company-owned website beyond the three (3)-year use period without additional payment to the performer, provided that the Company agrees to remove the program upon the request of any performer utilized in it. The parties understand that "archival use" means that the availability of the program has not been promoted, that the program has been made available in a format that cannot be downloaded and that there can be no active links to the program.

6. WAIVERS

A. Very Minor Roles

The Union agrees to promptly consider a waiver of fees for very minor roles requested by the Producer, in those instances in which unusually large casts of Performers are utilized.

B. Undirected Scenes, Backgrounds or Persons

1. Crowds at Public Events

Upon specific request of the Producer, SAG-AFTRA will grant an automatic and unconditional waiver whereby the Producer may photograph long shots of the normal activities of crowds at public events numbering two hundred (200) or more persons. Such event must be publicized or advertised and not staged for the camera. The event must be open to the general public. The crowd so photographed shall appear only as atmospheric background except in the case of nonmilitary parades with floats. Such scenes wherein Principal Performers, Background Actors, or photographic doubles appear may be used in photoplay only where Producer stages one or more tie-in shots using Professional Background Actors in connection with such scenes. In photography at such public events the activities constituting the event may appear incidentally to the establishment of the locale and crowds in attendance; provided that, if one or more tie-in shots using Professional Background Actors are staged by Producer in connection therewith, such event as well as the crowd in attendance may be photographed and used in long establishing shots. The foregoing limitations shall not apply to nonmilitary parades with floats.

- a)** Members of the public shall not be directed by Producer nor notified by Producer in any way that they will appear in a program, provided that Producer may post reasonable and customary legal notices indicating that filming is occurring in the area. Neither reflector nor studio type lights shall be used by Producer in photographing crowds at public events, except that Principal Performers and Professional Background Actors may be highlighted. Sound recording shall not be made in connection with the photography of such public events, except for a wild or cue track.

Any person, other than a Principal Performer who receives direction from Producer, or is required by Producer to wear make-up, costumes or wardrobe, shall be a Professional Background Actor. Where Performers or photographic doubles are used, all persons immediately surrounding such Performers or photographic doubles must be Professional Background Actors.

2. Undirected Scenes and Undirected Persons

Upon specific request of Producer or its hiring agency, SAG-AFTRA will grant an automatic unconditional waiver whereby Producer may photograph the normal activities of undirected persons as follows:

- a) Such persons may be photographed by a moving or hidden camera subject only to **c.** below.
- b) Such persons may be photographed by a fixed, exposed camera in the following situations, subject to the limitations of **c.** below:
 - (1) Long shots;
 - (2) Running shots;
 - (3) Certain shots of people engaged in their normal pursuits and activities which would be of production value, but which shots would be of such type or scope or in such locale as to be impractical to stage at the place of photography;
 - (4) With respect to directed scenes, such waiver shall not include persons in the foreground and immediate background to the directed scene;
 - (5) Any other shots made under mutually agreeable conditions between Producer and SAG-AFTRA.
- c) The above provisions shall be subject to the following:
 - (1) Street scenes shall not be staged for the purpose of the production;
 - (2) Members of the public shall not receive direction from, or be cued by, Producer other than to pursue their own normal activities, nor shall they be notified that a program is being made, provided that Producer may post reasonable and customary legal notices indicating that filming is occurring in the area.;
 - (3) Principal Performers and Professional Background Actors employed by Producer shall not perform any business with members of the public.

3. On-Site Operations

Upon specific request of Producer or its hiring agency, SAG-AFTRA will grant an automatic and unconditional waiver whereby Producer may photograph actual factory production showing workers engaged in practical operation of technical and complicated machinery.

C. Waivers as to Certain Non-Professional Persons

1. Employees, Trade Specialists, Customers, Members of the Public and Crew

SAG-AFTRA waives the application of this Agreement to:

- a) Officers of companies for which the Producer is making corporate/educational/non-broadcast programs, workers in factories, farmers, trade specialists, experts in the field, and persons in like capacities. This also applies to permanent employees of the companies, who are regularly employed, and are not by profession entertainers, and who do not engage in entertainment or motion picture work regularly. Subject to the same qualifications, this would apply to members of fraternal organizations such as, for example, the Elks.
- b) The Union recognizes there are particular scenarios where the creative for a program necessitates the use of non-professionals/members of the public who are otherwise not exempt from coverage under the Contract pursuant to subsection a) above. The union will in good faith consider granting waivers in a timely manner for the use of non-professionals who are not scripted or cast, and are not by profession entertainers and do not engage in entertainment or motion picture work regularly, such as beneficiaries of a non-profit organization.
- c) Crew members seen or heard in Behind-The-Scenes footage shot on a SAG-AFTRA commercial set, provided that the crew members are engaged in performing their ordinary responsibilities and are not scripted or storyboarded.

Producer agrees to supply SAG-AFTRA with full information about the working of this paragraph from time to time to see it not being abused.

2. Technical or Complicated Equipment or Machinery

Upon request, SAG-AFTRA agrees to grant an automatic and unconditional waiver for the photography of persons actually operating technical or complicated equipment or machinery, or persons operating any leased equipment or machinery where the lessor required such rental equipment or machinery to be operated by his/her designated qualified operator.

The equipment and machinery referred to herein shall include, but not be limited to, publicly owned fire equipment and water trucks, public transportation buses, large bulldozers, and cranes or valuable antique and racing cars, etc.

3. Armed Forces Personnel

It is contemplated that during the term of this Agreement certain photographing of personnel of the Armed Forces within the applicable Background Actor zones

would be of production value, but which photographing would be of such type or such scope or in such locale as to be impractical to stage.

SAG-AFTRA agrees to cooperate with Producer in good faith to liberally grant unconditional waivers to Producer for the photographing of such activities.

7. MINIMUM COMPENSATION, FEES PER PROGRAM

A. Principal Performers – On-Camera

1. Day Performer (Actor or Stunt)

- a) When an On-Camera Day Performer works multiple days on multiple Programs, (s)he shall be compensated for the number of days worked, or the number of Programs recorded, whichever is greater.

For example, an On-Camera Day Performer works three (3) days and appears on-camera in four (4) separate Programs. On each day, the Day Performer renders services in various segments of each of the four (4) Programs.

Photography is completed for all four (4) Programs on the third day. The Day Performer shall be paid \$1,851.00 (3 x \$617.00*) for the three (3) days' services and an additional \$617.00 for the remaining program for a total payment of \$2,468.00.

*in this example, \$617.00 represents the Category I Day Performer Rate, effective January 11, 2023. The concept applies to all current fees in both Categories I and II.

2. Unrecorded Silent Part

The playing of an Unrecorded Silent Part by a Performer shall be covered by and be subject to this Agreement. The Performer shall be paid as an On-Camera Day Performer. The definition of an Unrecorded Silent Part is:

- (1) The playing of individual foreground action in close shots in a specific role and/or with ad-lib dialogue indicating the action of the story; or
- (2) An appearance in two (2) or more scenes illustrating the story line; or
- (3) The playing of an individual character identified by narration or by

another character; or

(4) The playing of an individual character identified with the product.

3. Compensation – Day Performer and Unrecorded Silent Part

<u>Category I</u>	<u>Category II</u>
\$617.00	\$768.00

4. Singer, per day – Compensation

	<u>Category I</u>	<u>Category II</u>
Solo/Duo	\$617.00	\$768.00
Group	\$373.00	\$460.00
Step Out	\$467.00	\$577.00

Contractor – 50% additional

A contractor shall be employed when Singers (in a group of 3 or more) are to be employed. The contractor shall be a member of such group except in those cases where the sex of the group precludes the utilization of the contractor's singing services.

5. Half-Day Engagement

a) Half-Day Engagement (four hours only), which can be utilized only once per Performer per program, is limited to the following circumstances. The Producer will use best efforts when scheduling Half-Day Engagements to take into account scheduling conflicts of the Performer.

(1) Rehearsal time (no photography) of four (4) consecutive hours or less provided a firm date for the subsequent workday(s) is given at the time of booking; or

(2) Day Performer roles which can be completed within four (4) hours of work time.

b) The Producer may engage the Performer for up to four (4) consecutive hours of rehearsal time or work time at no less than sixty-five percent (65%) of the Day Performer minimum scale or sixty-five percent (65%) of the Performer's pro rata single day rate, whichever is higher. Any travel time which causes the total workday to exceed four (4) hours shall be paid at straight time based upon the Performer's full day rate (one hundred percent

[100%]).

- c) Any extension of the half-day beyond four (4) hours is subject to the Performer's consent at the time of extension and shall be paid at no less than an additional sixty-five percent (65%), bringing the rate for the full eight (8) hours to no less than one hundred thirty percent (130%). Any overtime beyond eight (8) hours of work will then be computed at time and one-half or double time, as appropriate, on the one hundred thirty percent (130%) base rate. All required meal periods will be observed.
- d) No Half-Day Engagement (other than rehearsal) shall be continued for additional days unless the Performer receives at least one hundred percent (100%) for the half-day. However, if a mechanical failure (i.e., camera inoperative, power loss, etc.) occurs within the first four (4) working hours and thereby causes a continuation on an additional day, the requirement for one hundred percent (100%) payment for the half-day shall not apply. Any extension of Half-Day Engagement is subject to the Performer's consent at the time of extension.
- e) For 3-Day Performers or Weekly Performers, only the half-day rehearsal rate may be used. When booked for a half-day rehearsal, the Performer's guarantee is increased by one-half day.
- f) This provision shall **not** apply to Dancers, Background Actors, On-Camera Narrators/Spokespersons and Stunt Performers.
- g) **Compensation**

<u>Category I</u>	<u>Category II</u>
\$401.00	\$500.00

Examples:

(1) Within the studio zone, Performer is booked for a half-day of rehearsal for Monday with a firm booking for a full workday the following Thursday.

Payment due:	Monday	4 hours	65%
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Tuesday	no hours	0%
Wednesday	no hours	0%
Thursday	8 hours	100%
Total Due:		165%

(2) Within the studio zone, Performer is booked for a half-day of rehearsal for Monday with a firm booking for four (4) hours of work for the following Thursday.

Payment due: Monday	4 hours	65%
Tuesday	no hours	0%
Wednesday	no hours	0%
Thursday	4 hours	100%
Total Due:		165%

(3) Outside the studio zone, Performer is booked for a half-day of work for Monday. The Performer travels one (1) hour to the work site, works four (4) hours and travels one (1) hour to return.

Payment due: Monday	4 hours	65%
	2 hours travel (2/8ths of 100%)	25%
Total Due:		90%

(4) Same as example (3) above except the work is not completed after four (4) hours and Performer agrees to return on Thursday. On Thursday, Performer travels one (1) hour to the work site, works two (2) hours and travels one (1) hour to return.

Payment due: Monday	4 hours	65%
	2 hours travel (2/8 th of 100%)	25%
	Continuation step-up fee	35%
Tuesday	no hours	0%
Wednesday	no hours	0%
Thursday	2 hours work	100%
	2 hours travel (included in 8-hour day)	
Total Due:		255%

(5) Same as example (4) above except Performer agrees to work an additional four (4) hours on Monday and agrees to return on the following Thursday.

Payment due: Monday	1 st 4 hours	65%
	2 nd 4 hours	65%
	2 hours travel (2/8 th of 100%)	25%
Tuesday	no hours	0%
Wednesday	no hours	0%
Thursday	2 hours work	100%
	2 hours travel (included in 8-hour day)	
Total Due:		255%

6. 3-Day Performer – Compensation

<u>Category I</u>	<u>Category II</u>
\$1,553.00	\$1,916.00

7. Weekly Performer – Compensation

	<u>Category I</u>	<u>Category II</u>
5-day week:	\$2,169.00	\$2,687.00
Overnight location only, 6-day week:	\$2,388.00	\$2,956.00

8. Choreographed Dancer, Swimmer, Skater, Etc. - Compensation

	<u>Category I</u>	<u>Category II</u>
Per Day: Solo/Duo	\$551.00	\$689.00
Group	\$461.00	\$579.00
3-Day: Solo/Duo	\$1,322.00	\$1,653.00
Group	\$1,111.00	\$1,387.00
Weekly:		
Solo/Duo	\$2,205.00	\$2,756.00
Group	\$1,849.00	\$2,312.00

Please see Section 42. for more details about hiring Dancers.

9. On-Camera Narrator/Spokesperson

- a) On-Camera Narrators or Spokespersons are Performers who perform on-camera and whose primary function is to explain, demonstrate, instruct or promote, substantially in monologue. No more than two (2) Performers

shall be employed as On-Camera Narrators/Spokespersons in any program produced under this Contract. However, nothing in this Agreement shall be deemed to prevent any Performer from negotiating for and/or obtaining better terms than the minimum terms provided for herein.

b) Compensation

	<u>Category I</u>	<u>Category II</u>
First Day	\$1,122.00 (\$617+505)	\$1,331.00 (\$768+563)
Each Add'l Day	\$617.00	\$768.00

10. Behind the Scenes

A performer otherwise engaged to perform services in a commercial subject to the SAG-AFTRA Commercials Contract and being paid under such contract for the day or days that behind-the-scenes footage is being shot, shall be entitled to a fee equivalent to a single day of pay as a Category II Day Performer.

B. Principal Performers - Off-Camera (Voice Over/Singer)

1. Voice-Over – Compensation

	<u>Category I</u>	<u>Category II</u>
First Hour	\$505.00	\$563.00
Each Additional ½ hour	\$148.00	\$148.00

2. Singer

A contractor shall be employed when Singers (in a group of 3 or more) are to be employed. The contractor shall be a member of such group except in those cases where the sex of the group precludes the utilization of the contractor's singing services.

	<u>Category I</u>	<u>Category II</u>
Solo/Duo, per hour	\$332.00	\$373.00
Group, per hour	\$222.00	\$251.00
Step Out, per hour	\$276.00	\$312.00
Contractor-50% additional		

Please see Section 43. for more details about hiring Singers.

3. Retakes-Voice-Over Performers Only

Retakes are limited to thirty (30) minutes in-studio time per program. Any time beyond thirty (30) minutes shall require a full session fee. In the event the entire script is re-recorded (regardless of the number of lines), the full session fee shall be paid to the Performer. If the "call back" occurs later than sixty (60) days after the original recording session, the Performer shall receive the full session fee. The partial script retake shall only be used for the purpose of script adjustments and correction of errors provided that neither the nature of the program nor the intended audience is altered.

	<u>Category I</u>	<u>Category II</u>
Entire script:		
First hour	\$505.00	\$563.00
Each add'l ½ hour	\$148.00	\$1148.00
Partial Script, within 60 days:		
30-minute session	\$274.00	\$274.00

C. Off-Camera Narration

An On-Camera Performer who gives an off-camera narration other than as the character portrayed on-camera shall be paid a full additional off-camera wage for such narration.

D. Doubling and Dubbing - Principal Performers Only

1. **Doubling.** Any Performer of any category shall be paid full additional fees applicable to each double. Principal Performers (narrators, principals, soloists and duos) may not double without additional full principal performer fees. It shall not be a double if a soloist or duo speaks in character or an actor sings in character.
2. **Dubbing.** Producer agrees that it will not "dub" the voice of Day Performers employed at a rate of \$840.00 or more per day or of 3-Day Performers or of Weekly Performers at any wage rate without such Performer's written consent, except that Producer shall have the right to dub under the following circumstances:
 - a) When necessary to meet expeditiously the requirements of foreign exhibition or domestic exhibition in a foreign language; or
 - b) When the Principal Performer is not available; or

- c) When the Principal Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the Principal Performer; or
- d) When the Principal Performer is physically unable to speak.

The Principal Performer agrees that under any of the conditions set forth above, Producer shall have the right to dub the voice of the Principal Performer and all instrumental, musical and other sound effects to be produced by the Principal Performer to such extent as may be required by Producer.

E. Background Actors

- 1. The rates listed below shall apply to the first ten (10) Background Actors employed per day for each Non-Broadcast program produced.

- 2. **Agency Fees**

All compensation paid to Background Actors employed by Producer through any agency shall be net to the Background Actor, except for such deductions or withholdings as may from time to time be provided by law or by this Agreement; it being agreed that the Producer and not the Background Actor shall bear the agency fee for obtaining employment, and that the Background Actor shall not be required by Producer to pay such agency fee directly or indirectly.

- 3. **Definition of Background Actors**

- a) **General Background Actor**

- (1) The General Background Actor rate shall be applicable for the performance of ordinary business including normal action, gestures and facial expressions portraying the functions of the background actor assignment. Ordinary business does not include work requiring additional compensation as hereinafter provided.

- (2) A General Background Actor required to do photographic doubling shall be paid the Special Ability Background Actor rate.

- b) **Special Ability Background Actor - Including Stand-in, Photo Double**

- (1) The Special Ability rate shall be paid to Background Actors who possess special ability and who are specifically called or assigned to perform work requiring such special ability. Special ability shall include but is not necessarily limited to the following areas of

special skill:

Riding horses, driving horses, handling livestock, nonprofessional singing (excluding atmospheric singing in groups of more than 16), mouthing to playback in groups of sixteen or less, professional or collegiate type athletic sports (water polo, polo, football, basketball, baseball, tennis, golf), sports officiating, riding or handling camels or elephants, amputees, motorcycle driving, insert work and practical card dealing.

- (2) Nothing in this Agreement shall prevent any Special Ability Background Actor from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided.
- (3) Dancing and skating Special Ability Background Actors doing lifts, throws, catches and falls shall be upgraded in accordance with the work performed.
- (4) A Special Ability Background Actor assigned to do photographic doubling shall receive, in addition to the basic rate, the difference between the General Background Actor rate and the Special Ability rate.

c) Silent Bit Background Actor

Where a Background Actor is directed to and does satisfactorily rehearse or perform pantomime of such significance that it portrays a point essential to the staging of the scene involved, such performance shall constitute a "Silent Bit."

- d) See 6.B.1.b. for definition of a Professional Background Actor in crowds at public events.

4. Compensation

a) Daily Rates

	<u>Category I or II</u>
General Background	\$161.00
Special Ability	\$177.00
Silent Bit	\$300.00

b) Weekly Rates

The salary for Background Actors employed by the week shall be five (5) times the minimum daily rates as specifically set forth above. Background Actors employed by the week are guaranteed a minimum of five (5) consecutive days. After this minimum guarantee has been fulfilled, Producer may continue the employment on a pro rata basis for each non-premium day of work beyond the guaranteed week at one-fifth (1/5) of the weekly rate. However, the sixth and seventh days of work shall be compensated at double the daily rate.

- 5. The workweek for daily Background Actors shall be the established payroll week of the Producer consisting of seven (7) consecutive calendar days starting at midnight on Saturday. The workweek and payroll week for Background Actors employed by the week shall commence with the first day of employment.
- 6. The guarantee of employment for daily employees shall be one (1) day's pay for eight (8) hours. The foregoing guarantee is subject to rights of cancellation as provided in Section 20.B.

F. AUDIO PROGRAMS

AUDIO COMMERCIALS MAY NOT BE PRODUCED UNDER THIS SECTION.

1. Compensation

Recording fees shall be paid to Performers on Non-Broadcast recorded audio material on the basis of "in-studio time" (time of recording sessions). Except where noted (recordings of three [3] minutes or less), such fees shall not relate to the length of the finished product. In all cases, a single production (one story) may be recorded in each session. Full session fees shall be paid for each additional production recorded.

a) Principal Performer

	<u>Category I</u>	<u>Category II</u>
First Hour	\$505.00	\$563.00
Each add'l 1/2 hour or segment thereof	\$148.00	\$148.00
Retakes: (1/2-hr. session)	\$274.00	\$274.00
3 Minutes: (1/2-hr. session)	\$302.00	\$333.00

If the session exceeds 30 minutes, the fee shall revert to the session fee provided above for Principal Performers. This 3-minute fee is available to

Principal Performers only.

b) Non-Principal Performer

- (1) At least one (1) Performer shall be paid under the basic rates for Principal Performers in order to qualify another Performer as a Non-Principal Performer. The Producer shall advise the Performer prior to actual engagement if such Performer is to be classified as a Non-Principal Performer.
- (2) A Non-Principal Performer may perform no more than fifteen (15) lines. A line shall consist of not more than ten (10) words and part of a line shall be considered a line.
- (3) A Non-Principal Performer may perform in two (2) roles for the minimum in F.1.a. above for the one-hour session provided that the total number of lines in the two (2) roles do not exceed fifteen (15). Time beyond sixty (60) minutes shall be paid at the indicated rate for each contiguous thirty (30) minute segment or part thereof.
- (4) An additional fee equal to no less than the first hour session fee as specified in F.1.a. above shall be paid the Non-Principal Performer in each of the following cases:
 - (a) If the two roles exceed fifteen (15) lines;
 - (b) If the Performer performs in more than two (2) roles: a separate fee for each additional role.

	<u>Category I</u>	<u>Category II</u>
First Hour	\$227.00	\$253.00
Each add'l ½ hour or segment thereof	\$88.00	\$100.00

2. Singers

- a) Singers shall be paid on a per hour basis, as set forth in subsection **f.** below.
- b) There must be a rest period of five (5) minutes in each one (1) hour of rehearsal, whether coaching or orchestra.
- c) If out of any group a Soloist or Duo steps out and sings less than eight (8) cumulative bars or speaks up to ten (10) words, then each of the Singers so stepping out or speaking words shall be paid the Step-Out rate in **f.** below in addition to the group fee for the group called.

- d) For every singing group of three (3) or more, there shall be a Contractor who shall perform any service commonly associated with the services of a Contractor or Leader, such as but not limited to contacting Singers or correcting vocal parts, arranging auditions or rehearsals or other similar or supervisory duties. The Contractor shall be appointed before the session. The Contractor shall be a member of such group except in those cases where the sex of the group precludes the utilization of the Contractor's singing services. The Contractor shall be present at all times during the session, and all requests from the Producer relating to matters covered by this Agreement shall be made through the Contractor. It shall be the Contractor's responsibility to request a five (5) minute rest period during each hour of work. The Contractor shall also prepare and file with SAG-AFTRA, for all members of the group, the Member Report. The fifty percent (50%) additional compensation due Contractors shall be added to all other fees due for the session.
- e) Any individual member of a singing group, who auditions for Non-Broadcast recorded material, shall, in the event that said group is accepted for the non- broadcast recorded material, be considered to be a member of said group and hired to perform on the material when recorded by the group, except for justifiable cause.
- f) Compensation

	<u>Category I</u>	<u>Category II</u>
Per Hour:		
Solo	\$332.00	\$373.00
Solo and Group (less than 16 bars)	\$276.00	\$312.00
Groups (3 or more)	\$222.00	\$251.00
Step-Out (Solo/Duo steps out of group)	\$35.00	\$35.00
Contractor – additional 50% of contract scale		

3. Interactive Voice Recording (IVR)/Phone Prompt Systems

Interactive Voice Recording systems are designed to primarily identify companies, refer callers to correct persons or departments, and/or voice mail messages.

Interactive Voice Recording Systems may include an incidental advertising or promotional message, while the “on-hold caller” hears, “Take advantage of our

half-price brake service this month” or a similar message.

An incidental advertising or promotional message recorded under this provision must be recorded by the same Performer at the same session.

a) Compensation

Each time a performer is hired to record for an IVR/Phone Prompt System they shall be paid an Engagement Fee, which includes up to 5 prompts. A prompt is defined as a single, recorded file.

Engagement Fee: \$300.00 (includes 5 prompts)

Per Prompt Fee after 5 prompts: \$7.00

These rates permit an unlimited period of use.

4. Phonecasting

Recordings under this subsection are designed to be delivered through the telephone and made accessible to the general public. Such recordings include (but are not limited to):

- a) Information to consumers (e.g., drugs, financial, health, and ski conditions);
- b) Promotion of products, services or persons (e.g., campaign ads left on answering machines, etc.);
- c) Entertainment services (e.g., “Dial-a-Joke” or “Dial-a-Prayer”).

d) Compensation

First Hour, per client	\$505.00
Each add'l ½ hour or segment thereof	\$148.00

These rates permit an unlimited period of use.

5. Storecasting

- a) The Producer, notwithstanding the number of messages recorded during a session for a single client, may acquire rights for Storecasting, which are amplified and made accessible to the general public at public places of business, by payment of not less than the amounts set forth below.

b) Compensation

3 months use	\$505.00
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6 months use \$1,010.00

- c) After completion of the first six (6) months of use, subsequent use periods, not to exceed six (6) months, may be obtained by payment of not less than the current minimum session fee in effect at the time of use.

A buyout of material recorded for Storecasting may be obtained by payment of not less than three times scale i.e., 3 x \$505.00 at the time of the session.

6. Retakes

Retakes are limited to thirty (30) minutes in-studio time per program and any time beyond thirty (30) minutes shall require a full session fee. In the event the entire script is re-recorded (regardless of the number of lines), the full session fee shall be paid. If such "call back" occurs later than sixty (60) days after the original recording session, the Performer shall receive the full session fee.

Performers called back other than for a retake will be paid the full applicable fee provided for elsewhere in this Agreement.

7. Doubles

Any Performer of any category shall be paid full additional fees applicable to each double. Principal Performers (narrators, principals, soloists and duos) may not double without additional full principal performer fees. Non-Principal Performers are restricted in doubling as provided in subsection F.1.b. above. It shall not be a double if a soloist or duo speaks in character or an actor sings in character.

8. Editing and Dubbing

Except as provided in this paragraph, Producer agrees that without SAG-AFTRA's consent previously obtained in writing no mechanical reproduction will be made by the Producer except from an actual "live" performance by Performers, and Producer further agrees not to make any re-recordings by any means whatsoever of previously recorded performances or part thereof. Recorded material (or parts thereof) used for processing or making duplicate records from masters are not prohibited.

G. Payment – All Performers

1. Timing

Payment must be mailed by Producer to the Performer/designee not later than thirty (30) calendar days following the day(s) of employment. SAG-AFTRA

reserves the right to require Producer to forward Performer payments to the appropriate SAG-AFTRA office. All Supplemental Use Payments shall be due and payable within thirty (30) calendar days after initial exhibition of the Program in any supplemental markets or uses as indicated in Sections 9.B.1.c. and 9.C.1-10. All payments of compensation for the services of Performers hereunder shall be made by check to the Performer entitled thereto, as provided in this Agreement. A check voucher or statement shall accompany each check and shall contain complete information identifying the program(s), client(s), employment date(s) as well as unemployment insurance information, including employer of record, employer's address, state in which unemployment insurance is filed and state identification number.

2. Liquidated Damages for Late Payment

- a)** In the event Producer fails to make timely payment, as herein provided, the following cumulative liquidated damage payments shall be due and payable to the Performer for each business day, beginning with the day following the date of default: \$5.00 per day up to thirty (30) days (excluding Saturdays, Sundays and holidays), to a maximum of \$150.00. Thereafter, the liquidated damages payment shall cease to accrue unless either SAG-AFTRA or the Performer gives written notice to Producer of nonpayment. In the event such notice is given and full payment, including accrued liquidated damages, is not made within fifteen (15) business days thereafter, the Producer shall be liable for an immediate additional liquidated damages payment of \$150.00 plus further liquidated damage payments at the rate of \$5.00 per day from the date of the receipt of notice of nonpayment, which shall continue without limitation as to time until the delinquent payment together with all liquidated damages is fully paid. Such liquidated damages shall be in addition to any and all other remedies which SAG-AFTRA may have against Producer under this Agreement.
- b)** The liquidated damages herein provided shall not be invoked if the performer, having received copies of necessary employment forms on or before the date of employment, is at fault for failure to return their properly completed tax documents or I9 Form, or if the performer, having been furnished a contract on or before the date of employment, fails to return the signed contract promptly, or, if applicable, a parent or guardian fails to provide bank documentation of a legally required minor's trust account, or when there is a bona fide dispute as to compensation.
- c)** In the event of a claim, any undisputed sums due and payable to the Performer shall nevertheless be paid within the time periods specified in

this Agreement. Failure to make timely payments shall activate the liquidated damages provision above.

- d) Liquidated damages for late payment shall begin to accrue fifteen (15) business days after the settlement of a disputed claim.
- e) In the event Producer fails to make timely payments as required hereunder, SAG-AFTRA may, by written notice, require the payments to be sent to Performers in care of a designated SAG-AFTRA office.

3. Social Security, Withholding, Unemployment and Disability Insurance Taxes

- a) All compensation paid to Performers covered by the agreement for or in connection with the making and use of Non-Broadcast programs constitutes wages and as such is subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Producer and others who assume the contractual obligation to make such payments shall also make the required payments, reports and withholding with respect to such taxes.
- b) Employers must honor a Performer's request that taxes be withheld over a longer payroll period (i.e., by a more favorable tax withholding schedule). Producer shall attach appropriate forms for this purpose to Performer's contract.

4. Non-Waiver of Rights

The acceptance of payment or other consideration in money, by check, or in any other form, by a member of SAG-AFTRA, for any work or services under this Agreement shall not be deemed a waiver by such SAG-AFTRA member nor constitute a release or discharge by him/her or such SAG-AFTRA member's rights either under this Agreement or under any agreement, for additional compensation or of his/her contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases shall be null and void to the extent provided for above unless SAG-AFTRA's prior written approval is first obtained.

5. Prohibition Against Crediting

Any Performer who is engaged to perform services at scale, or under terms or conditions over and above the minimum scales, terms or conditions provided for in this Agreement, shall nevertheless have the protection and benefits of all other provisions and conditions set forth in this Agreement. Further, no compensation paid to a Performer for services in excess of the minimum may be credited against

overtime, penalties or any other compensation due the Performer. (Exception regarding Supplemental Market Use, see 9.B.d.)

8. AFTRA HEALTH & RETIREMENT FUNDS

A. Contributions

With respect to services performed under this Agreement (including all services such as rehearsal performed in connection therewith), the Producer shall pay to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund, and Industry Advancement and Cooperative Fund (“IACF”), a sum equal to eighteen and seventy-five one hundredths (18.75%) of the gross compensation due each Performer for such services. The Producer's obligation to pay such sum shall apply to the Performer's gross compensation, including talent agent's commission (it being understood that nothing in this Agreement shall be construed as requiring Producer to pay a talent agent's commission), without any deductions whatsoever, whether pursuant to oral or written contracts. The Parties agree that:

1. 9.8902% of such contributions shall be allocated to the SAG-AFTRA Health Plan;
2. 8.5598% of such contributions shall be allocated to the AFTRA Pension Plan; and
3. 0.30% shall be allocated to the IACF.

The aforesaid sum, earmarked in Section 8.A.1. above, shall be used solely:

- a) For the purpose of providing pension benefits for eligible Performers under this Agreement;
- b) For the purpose of providing welfare benefits for eligible Performers under this Agreement, and at the discretion of the Trustees, for their families; and
- c) For the incidental expenses connected with the establishment and administration of the SAG-AFTRA Health Plan and AFTRA Retirement Fund.

The aforesaid sum may also be used to provide occupational disability benefits to Performers who suffer disability arising out of or in the course of employment in rendering services within the jurisdiction of SAG-AFTRA. The Trustees of the SAG-AFTRA Health Plan and AFTRA Retirement Fund are directed to continue such benefits to Performers, whether or not eligible for other benefits of the SAG-AFTRA Health Plan and AFTRA Retirement Fund, so long as the Trustees

determine in their discretion that such benefits can be provided to such Performers without impairing the financial capacity of the SAG-AFTRA Health Plan and AFTRA Retirement Fund to continue or expand the existing plan of benefits.

The IACF proceeds are earmarked for the administration of programs intended to benefit Performers and to increase awareness of the provisions of the Agreement.

4. Except as provided below, if a performer is working under a Multi-Service Agreement that includes services covered under either or both the Commercials Contracts, the applicable Commercials Contract contribution rate, allocation guidelines and contribution cap will apply. In the event, however, that a performer is working under a Multi-Service Agreement that includes Commercials Contracts services, but those services are of minor value relative to the services covered by the Corporate/Educational & Non-Broadcast Contract, then the Corporate/Educational & Non-Broadcast Contract contribution rate and allocation guidelines shall apply. An example of relative minor value is a Multi-Services Agreement in which a trainer is engaged under the Corporate/Educational & Non-Broadcast Contract to record exercise classes that are available online or through a home exercise device, which Multi-Services Agreement also includes appearance in one or two commercials (including versions thereof) that promote the website on which the exercise classes appear or the home exercise device, provided that the trainer is not widely known either to the public or to the target audience of the commercial at the time that the Multi-Services Agreement is entered into (to be reassessed at the time of any renegotiation, option exercise or extension).
 5. Effective November 1, 2019, Producer shall not be obligated to make contributions on gross compensation in excess of \$250,000 paid to any performer for any individual program. Effective November 1, 2022, Producer shall not be obligated to make contributions on gross compensation in excess of \$250,000 paid to any performer in a contract year where all such compensation has been paid on the basis of a single contract with a single Producer. With respect, however, to multi-service agreements that include services covered under the Commercials Contract, the Commercials Contract contribution cap will apply.
- B.** The SAG-AFTRA Health Plan and AFTRA Retirement Fund shall be Trust Funds and shall be administered under their respective Declarations of Trusts, and any amendments thereto.
- C.** The Producers and SAG-AFTRA hereby ratified and confirmed the action of the Trustees of the SAG-AFTRA Health Plan and AFTRA Retirement Fund in amending the existing Agreement and Declaration of Trust, dated November 16, 1954 to provide coverage for the

benefit of SAG-AFTRA employees and employees of the SAG-AFTRA Health Plan and AFTRA Retirement Fund upon terms and conditions established by the Trustees.

- D.** Each Producer shall furnish the Trustees the information pertaining to the names, job classifications, social security numbers and wage information as may be reasonably required for the proper, low-cost and efficient administration of the SAG-AFTRA Health Plan and AFTRA Retirement Fund. Producer agrees to furnish a Remittance Report and to pay to the SAG-AFTRA Health Plan office the contribution specified in subparagraph A. not later than fifteen (15) days (or a later date if agreed to by SAG-AFTRA) after the date payments are due as set forth above.
- E.** These provisions of the SAG-AFTRA Health Plan and AFTRA Retirement Fund are in addition to (and not in substitution in whole or in part for) any existing pension and/or welfare funds covering any of the Performers under this Agreement; and no Performer shall lose, in whole or in part, any of his/her rights or privileges under such other pension and/or welfare funds by virtue of receiving or being entitled to receive benefits under the SAG-AFTRA Health Plan and AFTRA Retirement Fund, nor may any payment, rights, or privilege available to a Performer under the SAG-AFTRA Health Plan and AFTRA Retirement Fund be credited to any payment, rights, or privilege under any other pension and/or welfare funds and vice versa. Based on the representation of advertising agencies which sign letters of adherence that none of the Performers covered by this Agreement are within the coverage of any existing pension and/or welfare funds maintained by advertising agencies and/or advertisers, the provisions of this Section 8. are not intended to apply to such advertising agencies and/or advertisers.
- F.** No part of the Producer's contributions of the Performer's benefits from the Health Plan and Retirement Fund: 1) may be credited against the Performer's overscale compensation or against any other benefits or emoluments whatsoever that they may be entitled to, no matter what form such other benefits or emoluments may take; or 2) are subject to any talent agency commission or other deduction.
- G.** With respect to any agreement for the services of a Performer (*f/s/o* agreement), including services covered by the SAG-AFTRA Corporate/Educational & Non-Broadcast Contract, to be furnished by a "loan-out company" (i.e., a corporation which is controlled by the Performer and which furnishes Performer's services to others under an *f/s/o* agreement), or any other contract with a principal performer under which covered services and non-covered services are to be provided, payments into the AFTRA Retirement Fund and SAG-AFTRA Health Plan (hereinafter "contributions") shall be governed by the following:

 - 1.** In its *f/s/o* agreement with the loan-out company, the Producer shall state separately the compensation applicable to services covered by the SAG-AFTRA Corporate/Educational & Non-Broadcast Contract.

2. If services that are not covered by the Corporate/Educational & Non-Broadcast Contract are involved and an amount is allocated to such other services, there will be a separate provision in principal performer's agreement or loan-out agreement allocating that portion of the performer's compensation between services covered by the Corporate/Educational & Non-Broadcast Contract ("covered services") and all other services ("non-covered services"). Such allocations must be stated in the agreement as either a flat amount or a percentage of the total compensation. If SAG-AFTRA disputes the amount allocated to the covered services the parties will discuss what the appropriate allocation of such compensation shall be, giving substantial consideration in resolving the dispute to the Performer's "customary salary." If, after such discussions, SAG-AFTRA does not agree on the appropriate allocation, then either party may submit the matter, as it relates to AFTRA Retirement Fund and SAG-AFTRA Health Plan contributions only, to arbitration in accordance with the provisions of this Section 59(I) of this Corporate/Educational & Non-Broadcast Contract. The arbitrator shall also consider the weighting of services between covered and non-covered services, and may also consider any other evidence submitted by the parties that the arbitrator deems to be probative.
3. With respect to such allocations, the Corporate/Educational & Non-Broadcast Contract Allocation Guidelines, attached hereto as Exhibit 5, have been agreed upon between the Union and the Producer to provide non-binding guidance in determining such allocations (the "Allocation Guidelines"). Producer shall designate multi-service contract status on the Remittance Reports filed with the AFTRA Retirement Fund and SAG-AFTRA Health Plan when contributions are tendered in connection with services related to a multi-service agreement. Producer agrees to provide unredacted copies of all contracts relating to services provided under such multi-service agreements to the Union and to the AFTRA Retirement Fund and SAG-AFTRA Health Plan at the time of submission of initial contribution reports to the AFTRA Retirement Fund and SAG-AFTRA Health Plan or, should Producer fail to do so, Producer agrees to provide such unredacted copies upon the Union's or the Fund's written request. As a condition of providing any copies of contracts, Producer may require that either or both the Union and the Funds execute a confidentiality agreement substantially in the form attached hereto as Exhibit 6.
4. Contributions shall be based on the amount the Producer pays the loan-out company for furnishing the Performer's SAG-AFTRA covered services.
5. The Producer shall have the obligation to make the contributions directly to the Funds whether the agreement is with the Performer or with the Performer's loan-out company.

6. If, prior to the date on which Producer assumed the obligation to make the contributions directly to the Funds, a loan-out company has failed to make the applicable Health and Retirement contributions on behalf of the loaned-out Performer pursuant to the provisions of any applicable SAG-AFTRA Corporate/Educational & Non-Broadcast Contract, Producer shall not be liable for such contributions if the loan-out company failed to pay such contributions more than four (4) years prior to the dates of commencement of the audit that gives rise to the claim (whether or not it is of the loan-out company's records or the borrowing Producer's records). The date of commencement of the audit shall be deemed to be the date of actual audit entry, but in no event later than ninety (90) days after the date the Fund receives notice of intent to audit. In the event that the Funds conclude, based on an audit of a loan-out company's records, that there exists a claim for unpaid contributions, the Funds or the Union must give the borrowing Producer written notification of any such claim for unpaid contributions at the time that the loan-out company is notified of such claim.
7. Claims against the Producer for AFTRA Retirement Fund and/or SAG-AFTRA Health Plan contributions on behalf of Performers borrowed from a loan-out company, or claims against the Producer on behalf of Performers employed directly by the Producer, must be brought within four (4) years from the date of filing of the compensation remittance report covering such Performers. Any claim for contributions not brought within the four (4) year period referred to in paragraph 8.G.6. above shall be barred.

H. Wherever the phrase "Agreement and Declaration of Trust" is used in this Agreement, the Trustees shall have the right in their discretion to construe said phrase to also mean the plural.

9. Supplemental Use – Principal Performers only

A. Supplemental Use

1. Producer may acquire the following additional exhibition rights upon payment of the amounts listed below.
2. Internet and New Media use is included, and not supplemental.

B. Payment Structures

1. Total Applicable Salary

- a) In the case of a Day Performer or a 3-Day Performer, the Total Applicable Salary shall be computed by multiplying the total number of days of the

Performer's employment by the salary paid for each of such days, excluding overtime, but in the event that Performer was employed at a regular daily rate in excess of one hundred fifty percent (150%) of the applicable minimum daily rate, the amount above one hundred fifty percent (150%) is not to be included in the computation.

- b) In the case of a Weekly Performer, the Total Applicable Salary shall be computed by multiplying the total number of weeks of the Performer's employment by the salary paid Performer for each of such weeks, excluding overtime, and adding thereto the total sum paid for additional days worked by Performer, if any, but in the event that Performer was employed at a regular weekly rate in excess of one hundred fifty percent (150%) for any additional day, the amount above one hundred fifty percent (150%) is not to be included in the computation.
- c) Group Dancers Total Supplemental Use payment is subject to a ceiling of fifty percent (50%) of Total Applicable Salary. Solo/Duo Dancers receive Supplemental Use payment without ceiling.
- d) When any Performer's regular daily rate is three and one-half (3½) times the applicable daily minimum or more, the Performer may agree that such compensation includes the rights described below in this Section, provided that such agreement is stated in the Performer's contract.

When any Performer's daily rate is five and one-half (5 ½) times the applicable daily minimum or more, the Performer may agree that such compensation includes two (2) additional three (3)-year use periods and Supplemental Use rights described in this Section 9 (but not Section 9.C.8 and Section 9.C.9) provided that such agreement is stated in Performer's contract.

- e) Supplemental Use rates are based off of the Total Applicable Salary
- f) Payments made within 90 days of the end of principal photography are at a lower rate than payments made after that date.

C. Supplemental Use Types

1. Basic Cable Television Use (Worldwide)

	<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
Three years' use	15%	65%

The above listed rates also include programs of ten (10) minutes or less which

may be used as "fillers" on pay cable television. The three-year use period commences with the first such exhibition.

A single renewal of the use period can be obtained at the Producer's option provided the Performer receives written notice at least sixty (60) days prior to the end of the initial use period and is paid an additional fee of not less than the amount of the original fee for basic cable use. A second renewal period shall be subject to separate bargaining with the Performer at the time of such renewal and at terms not less than those listed above.

2. Non-Network Television (U.S. and Canada) Unlimited Runs

<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
75%	125%

3. Theatrical Exhibition (Worldwide) Unlimited Runs

<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
100%	150%

4. Foreign Television (Outside of U.S. and Canada) Unlimited Runs

<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
25%	75%

5. Sale and/or Rental to Industry

Payment of the Sale/Rental to Industry fee specified in this section shall not be required if Performer has received the Integration/Customization fee for such program (see 6. below).

<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
15%	25%

Examples:

- a) A program on personal hygiene distributed to hospital employees;
- b) A program on updated tax laws distributed to accountants;
- c) A program on a tooth whitening (bleaching) procedure distributed to dentists.

6. Integration/Customization

Integration is the inclusion of any photography and/or sound track from a

program in one or more additional programs. A program is defined as Corporate/Educational/Non-Broadcast recorded material produced for one client on a single subject and released as a package. If a program, though on a single subject, consists of distinct units from the standpoints of their design and intended use, then each such unit shall be considered and paid for as a separate program. This foregoing definition specifically does not apply to sections of an interactive video disc program that may appear to be many programs due to the way viewers call up various sections.

Customization is the modification of a program's content, logo, or corporate ID for a different client by means of audio, video or graphics. Only Performers whose services are in the resulting new program(s) so integrated and/or so customized shall be paid. There shall be no limit to the number of programs that may be created under this Section.

Integration and/or Customization fees shall be based upon the Performer's Total Applicable Salary. Performers who revise such programs at the original session or are recalled to revise such programs shall be paid per program fees at not less than the on-camera or off-camera rates, as appropriate.

Performers whose performances are utilized in subsequent programs by means of customization or integration will be entitled to only one payment for the unlimited use of the program or parts thereof in which they were originally employed.

If the additional program(s) are considered and paid for as a separate Category II program(s), then the three-year use period for such separate program(s) shall commence on the date of first use of each such program, provided that the Integration and/or Customization of programs or portions of programs occurring more than nine (9) years from the commencement of the first use cycle shall require principal performer consent.

Payment to the Performer of the Integration/Customization fee shall entitle Producer to sell and/or rent the program to industry without additional payment (see 5. above).

Integration and/or Customization is a paid at 100% of Performer's Total Applicable Salary.

7. Rights to all of the Above

The rights described in subsections 1-6. above may be acquired as a group within ninety (90) days of completion of principal photography by payment of two

hundred percent (200%) of Total Applicable Salary.

8. Network Television

a) Network television rights are available only by negotiation with and approval of SAG-AFTRA. Unless these rights are specifically denied by the Performer to the Producer at the time of initial hiring, the Performer shall be bound to the terms and conditions agreed to by SAG-AFTRA. Such denial of rights shall be indicated on the Performer's contract.

b) For the term of this Agreement "network television" shall be limited to ABC, CBS, NBC, and Fox.

9. Pay Cable Television

Pay Cable Television rights are available only by negotiation with and approval of SAG-AFTRA. Unless these rights are specifically denied by the Performer to the Producer at the time of initial hiring, the Performer shall be bound to the terms and conditions agreed to by SAG-AFTRA. Such denial of rights shall be indicated on the Performer's contract.

10. Sale and/or Rental to the General Public

Performer shall receive actual session payment plus no less than two hundred percent (200%) of scale for the number of days worked as compensation for the sale and or rental of a program to the general public (over-the-counter rights).

11. Programs for Government Services

Producer may acquire Non-Network Television, Theatrical and Foreign Television rights for programs produced for government service by payment of forty percent (40%) of Performer's Total Applicable Salary within ninety (90) days of the completion of principal photography.

D. Restrictions on Use of Programs

1. Initial Primary Use

a) Each program shall be designated by Producer as intended for primary initial use in either Category I or Category II as defined in Sections 5.A. and 5.B.

2. Expanded Use Beyond Original Category

a) Producer may obtain Category II use rights for a program produced for Category I use by paying a percentage of Total Applicable Salary:

<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
50%	100%

- b) Producer has the right to Category I use of Category II programs without additional payment to Performers.

E. Restrictions on Use of Audio Programs

1. Use of Material Where Admission Is Charged

The Producer shall give advance notice to SAG-AFTRA prior to use of recorded material provided for in this Agreement at any place where admission is charged. In the event Producer is aware prior to production that such use is intended, Producer will notify SAG-AFTRA in advance of any services performed by any Performer.

The use or production of such material shall be subject to the consent of the Performer and such terms and conditions as are agreed upon between SAG-AFTRA and the Producer.

2. Supplemental Exhibition

In the event Producer desires to acquire distribution rights for any material produced under this Section of this Agreement for sale to the general public, such rights shall be the subject of prior negotiations with SAG-AFTRA.

10. USE IN A NEW PROGRAM CREATED FOR ANOTHER FIELD OR MEDIUM - THEATRICAL MOTION PICTURES, TV PROGRAMS, COMMERCIALS, ETC.

- A. The rights to Producer for programs produced under this Agreement are limited to the right to use, distribute, reproduce and/or exhibit such programs initially and primarily in accordance with the definitions of Category I and II in Section 5. of this Agreement. Any supplemental use rights are limited to those described in Section 9. of this Agreement.
- B. Producer agrees that no part of the photography or sound track of a Performer made for a program shall be used in a new program created for another field or medium (other than the non-broadcast field, see Section 9.C.6. Integration and/or Customization) without separately bargaining with the Performer and reaching an agreement regarding such use. The foregoing requirement of separate bargaining applies to use in theatrical motion pictures, commercials, television programs or use in any other field or medium. Such separate bargaining shall take place prior to the time of such proposed use, but the Performer may not agree to such use at the time of original employment. The Producer's rights to use portions of one program in another Non-Broadcast program (Integration

and/or Customization use rights) are limited to those described in Section 9.C.6. of this Agreement.

1. All such bargaining shall be subject to the minimum wages and use fees provided for in the collective bargaining agreement, if any, applicable to the field in which the photography or sound track is used. If Producer is unable to find the Performer within a reasonable time, it shall notify SAG-AFTRA, and if SAG-AFTRA is unable to find the Performer within a reasonable time, Producer may reuse the photography or sound track without penalty.

If Producer fails to bargain separately with the Performer as provided above, or if Producer and the Performer bargain but are unable to reach an agreement, Producer shall be prohibited from making such use of the material. In case of violation of the foregoing, the Performer shall be entitled to damages for such unauthorized use equivalent to three (3) times the amount originally paid the Performer for the number of days of work covered by the material used. In addition, minimum use fees, if any, applicable to the field in which the material is used shall be paid. However, the Performer may, in lieu of accepting such damages, elect to arbitrate the claim or bring an individual legal action in a court of competent jurisdiction to enjoin such use and recover such damages as the court may fix in such action.

The provisions of this subsection B.1. shall not be applicable to unidentifiable Off-Camera Group Performers. With respect to On-Camera Performers, the provisions of this subsection B.1. shall apply only if the Performer is recognizable and, with respect to Stunt Performers, only if the stunt is identifiable. However, all Solo and Group Singers shall be covered by the provisions of this subsection B.1.

2. If the Producer wishes to use the Performer's sound track in a simulcast, the individual Performer's contract shall contain a provision requiring additional compensation payable at the time of such simulcast. Such additional compensation shall be no less than the rates provided for in the applicable collective bargaining agreement for radio.
3. No service of the Performer is contracted for except as specified in this Collective Bargaining Agreement. This paragraph is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement by individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree, subject only to the requirement that it shall not be in conflict with this Collective Bargaining Agreement. Producer shall not require a Performer to include such services as a part of the Performer's employment

under this Agreement but must bargain separately.

11. UNION SECURITY

- A.** Until and unless the union security provisions of the Labor Management Relations Act, 1947, as amended, are repealed or amended so as to permit a stricter union security clause, it is agreed that during the term of this Agreement, Producer will employ and maintain in employment only such persons covered by this Agreement who are members of SAG-AFTRA in good standing or those who shall make application for membership on the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this Agreement, whichever is later, and thereafter maintain such membership in good standing as a condition of employment. As used herein, the requirement of SAG-AFTRA membership means the requirement to tender uniform SAG-AFTRA initiation fees and dues.
- B.** In the event that said Act is repealed or amended so as to permit a stricter union security clause, the above provision shall be amended accordingly. The provisions of this paragraph are subject to said Act.
- C.** It is understood that it would be impossible to accurately fix the actual damages suffered by SAG-AFTRA by reason of a breach by a Producer of the provisions of this Section. It is therefore agreed that the Producer will pay to SAG-AFTRA, as liquidated damages, the sum of \$320 for each breach by the Producer of this Section. The hiring by the Producer of a Performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach.
- D.** Any breach of the provisions of this Section shall be subject to arbitration between SAG-AFTRA and the Producer.

The Producer agrees to report to SAG-AFTRA in writing within fifteen (15) business days of the first employment of a nonmember of SAG-AFTRA (or within twenty-five [25] days of the first employment of a nonmember of SAG-AFTRA on an overnight location), giving the nonmember's name, social security number, and first date of employment. An inquiry by any Producer to SAG-AFTRA as to the first date on which a Performer has been employed in the Industry shall be answered by SAG-AFTRA, and its answer shall bind SAG-AFTRA, and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who failed to report shall be liable to SAG-AFTRA for such failure to report. The inquiry provided for in the preceding sentence may be made before, on, or one business day after the date of employment.

- E.** As used herein, the term "member in good standing" means a person who pays Union

initiation fees and dues in accordance with the requirements of the National Labor Relations Act.

12. PROFESSIONAL RECOGNITION – PREFERENCE OF EMPLOYMENT

A. Principal Performers

1. In recognition of the services performed by professional Performers, Producer agrees that in the hiring of:
 - a) Day Performers, 3-Day Performers, Stunt Performers, Singers, Puppeteers, Background Actors, Dancers, and Airplane and Helicopter Pilots employed by the day for work to be performed within the 300-mile or 75-mile zone, as the case may be, referred to in subsection 3. of this Section, and
 - b) Weekly Performers (other than those whose guaranteed compensation for the engagement at a salary rate which is equal to at least double the minimum scale salary rate for the applicable type of employment) employed for work to be performed within the 300-mile or 75-mile zone, as the case may be, referred to in subsection 3. of this Section,

Preference will be given to qualified professional Performers in each such zone who are reasonably and readily available in such zone.

A "qualified professional performer" for the purpose of this Section is a person who has had prior employment as a performer at least once during the period of three years prior to the date of the proposed employment.

2. The obligation of the Producer to give preference to qualified professional performers as defined in this Section shall require the employment of a qualified professional performer as so defined in every hiring of such a performer employed by the day and in every hiring of Weekly and Three-Day Performers (other than those excluded pursuant to subparagraph 1.b. of subsection A. of this Section) unless no qualified professional performer of the type required is reasonably and readily available to the Producer through the use of the present hiring practices generally and customarily followed by the Corporate/Educational/Non-Broadcast industry in the employment of such Performers. If a qualified professional performer is reasonably and readily available to the Producer for employment in the locality where the Producer's studio is based, such performer shall be deemed available regardless of the place within the 300-mile or 75-mile zone, as the case may be, at which the services are to be performed.

3. For purposes of this Section, the preference zones shall be as follows:

Albuquerque	75 miles
Atlanta	75 miles
Baltimore	75 miles
Boston	75 miles
Chicago	300 miles
Cincinnati	75 miles
Cleveland	75 miles
Columbus/Dayton	75 miles
Dallas/Ft. Worth	75 miles
Denver	75 miles
Detroit	300 miles
Hawaii	75 miles
Houston	75 miles
Las Vegas	75 miles
Los Angeles	300 miles
Minneapolis/St. Paul	75 miles
Miami	75 miles
Nashville	75 miles
New Orleans	75 miles
New York	300 miles
Orlando, Florida	75 miles
Philadelphia	75 miles
Phoenix / Tucson	75 miles
Pittsburgh	75 miles
Portland	75 miles
San Francisco	300 miles
San Diego	75 miles
Seattle	75 miles
St. Louis	75 miles
Washington D.C.	75 miles

4. Seventy-five (75) miles from any new SAG-AFTRA office.

5. For purposes of this Section, the above Los Angeles 300-mile zone is the area within the radius of three hundred (300) miles from the intersection of Beverly Boulevard and La Cienega Boulevard in Los Angeles, California; the above New York 300-mile zone is the area within a radius of three hundred (300) miles from Columbus Circle in New York; the above 75-mile zones are the areas within the radius of seventy-five (75) miles from the center of the designated city or the

location of the SAG-AFTRA Local Office, whichever the case may be.

6. There shall be automatically excluded from the provisions of this Section the following:
 - a) Members of a group which is recognized in the trade or by a significant segment of the public as a "name" specialty group;
 - b) A person portraying himself or herself or persons portraying themselves; the exception will apply in effect to important, famous, well-known, or unique persons or persons of special skills or abilities, who portray themselves;
 - c) Background actors who perform non-scripted lines;
 - d) Military or other governmental personnel, where governmental restrictions prevent use of nonmilitary or nongovernmental personnel, as the case may be, in restricted areas or in the handling of governmental property or equipment; however, the use of military or other governmental pilots or aircraft shall not be the subject of an automatic waiver, but the facts shall be presented to SAG-AFTRA and waivers will be granted in accordance with the previously established custom in the Corporate/Educational/Non-Broadcast industry;
 - e) Persons having special skills or abilities, or special unusual physical appearance, where such skills, abilities, or appearance are required by and are used in the production of the program, if professional Performers having such required skills or abilities or physical appearance are not reasonably or readily available to the Producer through the use of hiring practices generally and customarily followed by the motion picture industry in the employment of such Performers;
 - f) The first employment within the studio zone of a person with respect to whom the Producer presents in writing to SAG-AFTRA facts showing that the employee 1) has had sufficient training and/or experience so as to qualify for a career as a professional Performer, and 2) that such employee intends currently to pursue the career of a motion picture Performer and intends to be currently available for employment in the motion picture industry;
 - g) Children under the age of eighteen (18);
 - h) The owner of special or unique vehicles or equipment, or an operator appointed by the owner, if such vehicle or equipment is not available to the

Producer without employing the owner or such operator.

- i) Fashion models who are hired for a print shoot and are incidentally recorded for a Non-Broadcast program at the same time. This exclusion would not apply to fashion models initially hired to work on a Non-Broadcast program.

If a Performer is employed under one or more of the exceptions provided for in subparagraphs a., b., c., d., e., and f. of this subsection 6, the obligation of the Producer to give preference to qualified professional Performers in the cases provided in subsections A.1.a. and A.1.b. of this Section shall nevertheless be applicable to any subsequent employment of such Performer by Producer.

Producer agrees to report promptly to SAG-AFTRA each hiring under the provisions of this subsection 6. together with the reasons why the person so employed comes within the provisions of this subsection.

A joint Producer-Union Committee shall be appointed to resolve claims arising under this Section between Producers and SAG-AFTRA. If such Committee cannot agree, the claim shall be subject to arbitration pursuant to Section 59. hereof.

7. It is expressly understood and agreed that nothing in this Section shall alter or modify Producer's exclusive right to cast any and all Performers performing services for Producer.
8. It is understood that it would be impossible to fix accurately the actual damages suffered by SAG-AFTRA by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that the Producer will pay to SAG-AFTRA as liquidated damages the following sum for each breach by the Producer of any of the provisions of this Section:

\$300.00 for a Day Performer

\$400.00 for a 3-Day Performer

\$600.00 for a Weekly Performer

The applicable liquidated damages shall be doubled in any case of willful misrepresentation or falsification of the facts by the Producer. The hiring by a Producer of a person other than a qualified professional performer as herein defined in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. The liquidated damages provided for in this Section shall not be

compounded with the liquidated damages provided for in Section 11. hereof.

9. All disputes under this Section shall be determined by arbitration in accordance with Section 59., hereof.

B. Background Actors

1. In recognition of the services rendered to Producer by Professional Background Actors who have held themselves available for employment in the industry, it is agreed that the Producer shall give preference of employment in filling calls for background actor work to Professional Background Actors.
2. Only in the event Professional Background Actors are unqualified, are insufficient in number or are not readily available according to the present general hiring practices to meet the employment needs of the Producer, the Producer may secure employees from any other source. Producer agrees that it or its hiring agency will notify SAG-AFTRA prior to so securing employees from other sources. If SAG-AFTRA claims that there are Professional Background Actors, qualified, sufficient in number and readily available to meet the employment needs of the Producer in accordance with the present general hiring practice of the designated agencies, the Producer may nevertheless hire persons from other sources, but SAG-AFTRA may submit the dispute to arbitration in accordance with the arbitration procedure provided herein.
3. Nothing herein contained shall be construed to limit in any manner the Producer's present exclusive right to cast Background Actors and reduce the number of professional Background Actors.
4. It is agreed that Producer shall give preference in giving call backs and making adjustments to Professional Background Actors, except as to those Background Actors who have been "established" in the scene concerned.
5. It is understood that it would be impossible to accurately fix the actual damages suffered by SAG-AFTRA by reason of a breach by the Producer of the provisions of this paragraph. It is therefore agreed that, in the absence of any other mutual agreement regarding liquidated damages for such breach, the claim shall be referred to the Industry-Union Standing Committee and its decision of such dispute shall be final and binding.
6. This Section is subject to the limitations of Section 1. and the modifications of Section 6.C. of this Agreement.

13. PRODUCTION STAFF

- A.** Persons employed as members of Producer's casting or production staff will neither be engaged nor utilized as Performers in any programs on which they also render any services on Producer's casting or production staff without the express consent of SAG-AFTRA.
- B.** The only exceptions shall be the following:
 - 1.** Animal handlers (appearing in a scene in which they handle animals);
 - 2.** Performer/Directors, Performer/Writers, or Performer/Producers engaged in written contract as such prior to the commencement of principal photography of the program;
 - 3.** In an "emergency" on location. "Emergency" is defined as a situation on location in which a member of the cast cannot perform because of unavailability for any reason.
- C.** Violations of the foregoing shall require payment of liquidated damages as follows:

\$300.00 for a Day Performer/Background Actor

\$400.00 for a 3-Day Performer

\$600.00 for a Weekly Performer

14. POLICY OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A.** The parties hereto reaffirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of Performers on the basis of sex, race, color, creed, national origin, age, disability, gender identity, or sexual orientation in accordance with applicable state and federal law, nor shall any inquiry be made with respect to a Performer's marital status, gender identity, sexual orientation, national origin, creed, age or disability.
- B.** Producer shall cast Principal Performers in accordance with the above policy in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American Scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, Performers with disabilities and seniors in all aspects of society. The parties agree that the Producer shall retain its exclusive creative prerogatives.

In furtherance of the foregoing, the Producer shall make good faith efforts to seek out and provide audition opportunities for women, minorities, Performers with disabilities and seniors.

- C. Consistent with the foregoing, every effort shall be made to seek out and include minorities, seniors, women and Performers with disabilities in the casting of each production thereby creating fair, equal and non-stereotyped employment opportunities.

When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications and, at the same time, to notify the Union of such specifications so that Performers with a similar disability shall be informed and given the opportunity to audition for the role starting with the first audition.

Producer agrees to equal employment opportunities (including auditions) for women and men for voice-over roles having due regard for the requirements of and suitability for such roles.

- D. When applicable, and with due regard to the safety of cast, crew and other persons, women and minorities shall be considered for stunt doubling roles and for scripted and unscripted stunts on a functional, nondiscriminatory basis.

Producer shall make every effort to cast Performers with physical disabilities for scripted and unscripted stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of adaptive devices, e.g., crutches, prostheses, etc. The Union's skill and talent bank is among the resources that can be utilized in ascertaining the availability of such Performers. Contact your local office for access.

Where the Stunt Performer doubles for a role which is identifiable as female and/or Black, Latin-Hispanic, Asian-Pacific, Native American, or Middle Eastern and the race and/or sex of the double is also identifiable, Producer shall make every effort to cast qualified persons of the same sex and/or race involved.

The Stunt Coordinator shall make every effort to identify and recruit qualified minority and female Stunt Performers and Stunt Performers with disabilities prior to the commencement of production.

- E. In accordance with the Americans with Disabilities Act, all facilities under the control of or used on behalf of Producer in connection with the casting or production of Corporate, Educational, and Non-Broadcast programs including but not limited to dressing rooms, lodging, studios, locations (where feasible), sets and transportation, and access thereto, shall provide reasonable accommodation for Performers with disabilities. Such facilities and access thereto, as well as transportation provided by Producer shall be suitable for the needs and requirements of any Performer whether by reason of age or disability.

- 1. For any role in which a deaf Performer is sought or cast, Producer shall provide, during the audition and throughout the engagement, certified or qualified

interpreter(s) for the deaf (i.e., interpreter(s) qualified or certified in sign language or oral interpretation).

2. With regard to Performers who are blind or visually impaired, Producer and such Performers shall make mutually acceptable provisions to make the script and/or sides available to the Performer in advance of auditions.
- F.** Any facility used for interviewing, casting, fittings or shooting/recording must comply with all appropriate local fire and safety codes.
- G.** In accordance with the foregoing policy, SAG-AFTRA reaffirms its policy of nondiscrimination with respect to admission to membership and rights of membership.
- H.** The parties agree to establish a procedure for reporting the engagement of minorities, women, seniors and Performers with disabilities under mutually agreed conditions.
- I.** It is agreed that quarterly meetings shall be held by the Industry-Union Standing Committee to review and discuss any and all relevant data and problems arising out of the fair employment policy and its implementation by each Producer.

The Standing Committee shall also serve as a Committee on Fair Employment Practices to consider any complaints hereunder.

- J.** Producer shall not use any documented information obtained in connection with the INS Form I-9, or its successor, to discriminate against any Performer on the basis of sex, race, age, national origin, or disability in violation of this contract or law.

To that end, information on the INS Form I-9, or its successor, which is protected by equal employment laws or by this contract shall be maintained in confidence.

The parties agree further that the Standing Committee shall meet to establish mutually acceptable IRCA verification procedures which will maintain such confidentiality.

- K.** The Union and Producer (the “Parties”) agree that everyone should be able to work free of harassment or violence. The Parties further agree to work cooperatively with each other so that the principles of this Section 14 are honored.
1. Producer is committed to maintaining a working environment that is free from unlawful harassment or violence. In addition, Producer is committed to protecting employees from retaliation for making claims of harassment. To that end, Producer and employees shall comply with all applicable obligations pursuant to such laws and regulations and Producer’s applicable policies.
 2. When an employee believes that this Section 14 has been breached, such employee should immediately inform Producer or its designated representative.

Should the employee request the assistance of the Union, the Union will refer the complainant to Producer's applicable policies and encourage the complainant to notify Producer. When authorized by the complainant, the Union representatives shall immediately make the complaint known to designated representative of Producer.

3. Producer shall investigate the complaint promptly in accordance with its policies. The Parties agree that all employees potentially involved in such claim will cooperate fully in the investigation by Producer. Upon conclusion of the investigation, Producer will take appropriate action as is warranted.
4. The Parties acknowledge the sensitive nature of these types of complaints and shall make reasonable efforts to maintain confidentiality as appropriate.
5. Unlawful retaliation or reprisals against any employee who, in good faith, raises a bona fide complaint or participates in an investigation pursuant to this Section 14 will not be tolerated.
6. The matters covered in this Section 14 are not subject to the provisions of Section 59, Arbitration. Producer and any employee are permitted to negotiate that any matters covered in this Section 14 may be subject to arbitration pursuant to a personal services agreement to the extent permitted by law.

Disputes relating to the provisions of this Section 14. shall first be referred to the Standing Committee and unless resolved by that Committee within ninety (90) days of the date of the meeting, the dispute shall be arbitrable.

The parties agree to meet within six (6) months from the date of the ratification of this Agreement to further discuss the establishment of a procedure for reportage to SAG-AFTRA in accordance with Section 14.H.

PRE PRODUCTION / CASTING / ENGAGEMENT / CANCELLATION

15. CASTING & AUDITIONS

Except as otherwise specified below, the following shall apply to in-person auditions and self-taped or live-remote auditions ("virtual auditions").

Casting which is done outside the production office shall be conducted on a businesslike basis with regular business hours and telephone service.

A. Audition Information - Disclosure of Intended Program Use

The Employer shall inform all Performers at the time of audition whether the program is being produced for a sole client or is intended for multiple client usage or multiple sales (Generic Use).

- B.** Any audition must be scheduled by Producer for a specific time (or for a self-taped audition, a due date for Producer's receipt of the self-taped audition must be specified) and the Performer or Performer's representative notified thereof. A call, text, or email to the Performer's representative shall be deemed sufficient.
- C.** If, at either a first or second audition, the Performer is required to remain for more than one (1) hour from the time of call or arrival, whichever is later, the Performer shall be compensated for all time on said call in excess of one (1) hour, at straight time, in half ($\frac{1}{2}$) hour units, at the rate of one-sixteenth ($\frac{1}{16}$) of the Day Performer rate per unit. The payments set forth in this subparagraph C. shall not apply to self-tape auditions.
- D.** Third and subsequent auditions may not be self-taped. For the third and each subsequent audition, the Performer shall be paid a minimum of one-eighth ($\frac{1}{8}$) of the Day Performer rate. For all time in excess of one (1) hour, the Performer shall be paid at straight time in half ($\frac{1}{2}$) hour units, at the rate of one-sixteenth ($\frac{1}{16}$) of Day Performer rate per unit.
- E.** Health and Retirement contributions shall be paid on all compensation payable to the Performer hereunder for the third and all subsequent audition calls.
- F.** If for an audition the Performer is required to memorize lines which the Performer has been given to learn outside the studio, the Performer shall be compensated at one hour of straight time or actual time required for such audition, in half ($\frac{1}{2}$) hour units, whichever is greater.
- G.** If there has been no agreed salary before the auditions and if the Performer and Producer cannot agree, the salary rate at which the Performer shall be compensated for such excess time shall be one-sixteenth ($\frac{1}{16}$) of the minimum Day Performer rate per half ($\frac{1}{2}$) hour unit.
- H.** Mass auditions shall be prohibited. In addition, auditions shall be conducted in private.
- I.** If an audition is videotaped, it is agreed that such videotape audition shall be used only to determine the suitability of the Performer for a specific project. If a performer who has been individually interviewed or auditioned for a specific role desires to have the recording of such interview or audition erased, the Producer will do so upon written request of the performer. If two (2) or more performers are so interviewed or auditioned together on the same recording, the Producer will erase such recording upon the written request of all such performers. In either case, the erasure will take place after completion of the casting process.

- J.** When a Performer is given an audition call, the Performer shall be given complete information as to the nature of the role or roles to be cast and the nature of the performance desired and shall also be advised of unusual working conditions, work involving animals, stunts, hazardous work or conditions, improvisations or depiction of performer engaging in sex acts, partial nudity (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing) and/or required nudity.
- K.** Performers shall be provided with scripts or storyboards at time of audition sign-in. An ample supply of scripts or storyboards shall be available at auditions. In the event there are problems with respect to the confidentiality of the material, cue cards shall be used.

Producer shall make best efforts to provide a pronunciation guide to performers for both the audition and the session to assist with industry-specific terms that appear in the script (ex: pharmaceutical terms, technical terms).

For virtual 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.

For self-tape auditions for both on-camera and off-camera performers, audition copy shall be limited to 300 words except for scenes involving more than one character.

- L.** Adequate seating shall be provided at all auditions.
- M.** Producer shall encourage the use of the Casting and Audition Form for all scheduled auditions. The Form, Exhibit 4, can be found on Page 119.
- N.** Producer shall ensure that no auditions, fittings or meetings are conducted in private hotel rooms or residences where the performer is alone with representatives of productions. If there is no reasonable alternative forum for such a meeting, performers shall be entitled to attend the meeting with a second individual of their choosing who shall be allowed to maintain physical access to the performer at all times during the meeting.
- O.** During a virtual audition, performers shall 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. The foregoing shall not prevent Producer from requesting that a performer mime or replicate any of the foregoing activities in a safe manner or from requesting 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.g., a Producer seeking a professional chef may ask for a self-taped audition demonstrating knife skills, a Producer seeking a professional carpenter may ask for a self-taped audition demonstrating the use of power tools, etc.

P. In addition to any specific references above, the following shall apply to virtual auditions:

- 1.** For virtual auditions, the Producer or casting director shall provide a virtual “waiting room” or other arrangement that allows performers to be notified of any delays. For example, using the chat function of a virtual meeting platform to communicate with performers.
- 2.** Performers shall not be requested to travel to different locations as part of a virtual audition, provided that, requests to move to different rooms/areas in or outside of a performer’s home are permitted. Performers shall not be required to provide any location other than a well-lit background. Producer may, however, provide context regarding the nature of the commercial. Additionally, Producer shall not require any angle changes within a single take.
- 3.** Performers may not be required to possess or obtain equipment including props or paid services in order to audition.

16. DESCRIPTION OF A ROLE; PROMPTING DEVICES; SCRIPTS AD LIB WORK

A full and forthright description of the role to be played must be given at the time of audition or interview or, if there is no audition or interview, at the time of booking. (See Section 19.) Such description should include length of Performer's role, use of unusual terminology (chemical, medical, technical, etc.), whether memorization is required, and whether cue cards or other prompting devices will be used.

When an On-Camera Performer is required to deliver unusual terminology, Producer will make every effort to have a prompting device or cue cards. If the script is not made available to the Performer at least forty-eight (48) hours prior to the shooting date, Producer must have cue cards or a prompting device.

Producer shall make best efforts to provide a pronunciation guide to performers for both the audition and the session to assist with industry-specific terms that appear in the script (ex: pharmaceutical terms, technical terms).

If the Performer's services will include development of a script through so-called "ad lib" work or substantial embellishment of an existing script through such work, Producer must so inform Performer or Performer's representative at the time of audition or interview.

17. INDIVIDUAL VOICE AND PHOTOGRAPHIC TESTS

- A.** A Performer may be given an individual voice or photographic test without compensation, subject to the following limitations:

1. The Performer's services may not be required for more than one hour, including waiting time. If more than one (1) hour is required, the Performer shall be paid for all excess time in hourly units at not less than scale.
 2. The Performer may not be required to learn lines outside the studio for the test.
 3. The results of the Performer's services may be used only for the purpose of testing the individual voice or photography of the Performer, unless the Performer gives written consent. If so, the use of such material shall be subject to all of the provisions of this Agreement.
- B.** This Section permits the making of individual tests only, not mass (or group) tests, or audition films.
- C.** This Section does not apply to fittings, wardrobe or makeup tests. Such fittings and tests are subject to Sections 37. and 18. hereof.

18. WARDROBE TEST AND MAKEUP TESTS

- A.** If a Performer is given a wardrobe or makeup test and not used in the program for which tested, the Performer shall receive one-half (½) day's pay for each day on which such test is given.
- B.** If a Performer is given a makeup or wardrobe test and is used in the program for which tested, the Performer shall be paid as follows:

1. Tests on the same day the Performer works

Time spent in tests on the same day the Performer works shall be work time and part of the Performer's continuous day, as are fittings.

2. Tests on a day prior to work

When a Performer is given a makeup or wardrobe test on a day prior to the day on which the Performer works, Performer shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Any Performer receiving more than two (2) times minimum scale per program per day shall not be entitled to any compensation for such tests.

19. ENGAGEMENT OF PERFORMERS

A. All Performers

1. Advance Information; Category, Hazards, Smoke, Stunts and Animals

- a) Performer or Performer's representative shall be told at the time of audition or interview, or at the time of hiring whether the employment is to be as a Principal Performer or as a Background Actor. The Performer shall also be informed of the Category (I or II) of the program and the scope of supplemental use, if any, to the extent known by Producer (See Section 9.).
- b) Performer or Performer's representative shall be notified in advance of any hazardous work, stunts or work with animals.

All Performers shall be notified prior to date of hiring if work in artificially or mechanically created smoke is involved. If a Performer is not notified, the Performer may refuse to perform in smoke and will be paid a session fee or the Performer's guarantee, whichever is greater.

Producer will comply with all federal and state laws and regulations applicable to the use of substances for the creation of smoke.

2. Contract Forms

A standard employment contract in the form of Exhibit 1 to this Agreement shall be used for all engagements of Performers, and no changes, alterations or additions may be made in such form except such changes as are more favorable to the Performer and as to which change both Performer and Producer have given written approval on the contract. It shall be the responsibility of the Producer to fill in all blanks in such form before it is signed by the Performer. Any additional terms for an overscale Performer must be set forth in the place provided and must be initialed by the Producer. All employment of Performers in Corporate/Educational/Non-Broadcast programs shall be under one of the forms of hiring specified herein. In the event Producer hires a category of employee not specifically referred to herein, but who is clearly a Performer, as recognized by the Industry, such form of hiring shall be negotiated with SAG-AFTRA.

This shall not preclude the use of integrated contract member report forms which have been approved by the Union office.

3. Delivery of Contract

Producer shall deliver a copy of the employment contract to the Performer not later than the first day such Performer shall render services. At the time of such delivery, Producer shall provide an extra copy to be retained by Performer. Liquidated damages for failure to deliver the contract within the period specified shall be paid to Performer in the amount of \$2.50 per day up to thirty (30) days

(excluding Saturdays, Sundays, and Holidays which Producer observes) to a maximum of \$75.00.

4. Filing of Contract Copies

The Producer shall promptly file copies of all employment contracts with the appropriate SAG-AFTRA office.

5. W-4 Forms

Producer shall deliver to Performer a W-4 form for completion and signature at the time of delivery of the employment contract. A W-4 form or an alternative IRS form with appropriate tax information for withholding purposes will be included in the standard union employment contract form, Exhibit 1.

6. Nudity

The Producer's representative will notify the Performer (or his/her representative) of any nudity, partial nudity, or sex acts expected in the role (if known by the Producer at the time) prior to the interview or audition. Producer may not request a performer to audition nude (including pasties and genital socks), but may request partial nudity with advance notice.

During any production involving nudity or sex scenes, the set shall be closed to all persons having no business in connection with the production. No still photography of nudity, partial nudity, or sex acts will be authorized by the Producer to be made without the consent of the Performer.

The appearance of a Performer in a nude, partially nude, or sex scene or doubling of a Performer in such a scene shall be conditioned upon Performer's prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. A member of production shall be made available prior to Performer's consent to answer questions about the nature of any sex acts, partial nudity and/or nudity required of the performer. Producer's failure to comply with the foregoing with respect to sex acts, partial nudity and/or nudity shall entitle the performer to refuse to work and to be paid a full day's pay. If a Performer has agreed to appear in such scenes and then withdraws consent, Producer shall have the right to double, but consent may not be withdrawn as to film or tape already photographed.

7. Other Services Not Included

No service of the Performer is contracted for except as specified in this collective bargaining agreement. This paragraph is not intended to prevent a Performer

from contracting for services of a kind not covered by this Agreement (e.g. editing, camera work) by an individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree upon, subject only to the requirement that it shall not be in conflict with this collective bargaining agreement. Producer shall not require a Performer to include such services as part of his/her employment under this Agreement but must bargain separately.

B. Principal Performers

1. Day, 3-Day, and Weekly Performers shall be considered definitely engaged in any of the following events:
 - a) When a written notice of acceptance is received by Performer.
 - b) When a contract signed by Producer is received by Performer, or when a contract unsigned by Producer is received by Performer, executed and returned as delivered.
 - c) When a script is given to Performer to prepare for the role.
 - d) When Performer is fitted, other than for wardrobe tests.
 - e) When Performer is actually called and agrees to report.

2. Oral Agreements –Day Performers Only

A Day Performer shall be considered definitely engaged when the Day Performer is actually called by the Producer and agrees to report on the commencement date for which the call is given; however, until noon of the day preceding such commencement date, either the Producer or the Performer may cancel such employment. If the Producer is unable to reach the Performer personally, either by telephone or otherwise, notice of such cancellation may be given to the Performer by digital communication, in which event the time when such communication (e.g., email) is sent by the Producer, addressed to the Performer at his digital address last known to the Producer, shall be the time of such cancellation.

3. Neither auditions nor interviews shall constitute an engagement.

4. Notification – Overnight Location

Performer shall be notified by the Producer at the time of engagement whether the engagement requires overnight location work and, if so, the approximate time and duration of such location work to the extent such information is then known.

5. Conversion to a Weekly Basis

At any time whatsoever, either before or after the Day Performer commences work, the Producer shall have the option of converting such engagement to a weekly engagement at the weekly salary specified at the time the engagement was entered into, if such a weekly salary was so specified. Such conversion may be made at any time but shall be effective only for a period commencing with the effective date of the notice of conversion. Notice of conversion by the Producer must be in writing and may be given to the Performer personally, by mail, or by digitally communicating the same to the address furnished the Producer by the Performer. If the notice is delivered personally to the Performer by noon or if a digital communication (e.g., email) is sent by noon, then the conversion shall be effective commencing with that that day; if notice is delivered personally to the Performer or the digital communication is sent after noon, or if sent by mail, then in each of the instances last mentioned the conversion shall be effective on the Performer's next work day.

6. Stunt Adjustment

Unless otherwise bargained for at the time of the engagement, a Performer not called as a Stunt Performer shall receive an adjustment of not less than the Stunt Performer's daily minimum when the Performer performs a stunt on any day. In no event shall the Performer ever receive less than the Stunt Performer's daily minimum on the day the Performer does the stunt. Overtime compensation shall be based on the Performer's aggregate compensation for such day, except for travel time which shall be based upon the basic day's pay without the adjustment.

C. Background Actors

Performer or Performer's Representative shall be told at the time of audition or interview, or at the time of hiring whether the employment is to be as a Principal Performer or as a Background Actor. The Performer shall also be informed of the Category (I or II) of the program.

- 1.** No Background Actor shall be employed on account of personal favoritism.
- 2.** Rotation of work shall be established to such reasonable degree as may be possible and practicable.
- 3.** No person having authority from the Producer to hire, employ, or direct the services of Background Actors shall demand or accept any fee, gift, significant services (more than normal courtesy) from a Background Actor currently

rendering services, or accept other remuneration in consideration of hiring or employing any person to perform work or services as a Background Actor or permitting such person to continue in said employment.

4. Only the Producer or its hiring agency shall perform any services in connection with the hiring or employment of Background Actors, whether for remuneration or otherwise.
5. Persons employed as members of the casting or producing staff of the Producer will neither be engaged nor utilized as Background Actors in any programs on which they also render services. (See Section 13.)
6. Any complaints of alleged breach of any of the provisions of this paragraph shall be resolved in accordance with the grievance arbitration procedure.

D. Script or Non-Script Lines / Omnies

1. Script Lines

- a) The Producer agrees that all script line parts shall be played by Performers hired directly as such, and not by Background Actors adjusted on the set, except where a Performer has been hired to play the part and for any reason is unavailable or unable to portray the part properly.
- b) Except as above provided, no Background Actor hired as such may be employed for script lines on location; and no Background Actor hired as such may be employed for script lines for work at the studio on the same day as the day on which the individual was hired as a Background Actor.
- c) Script lines are defined as lines which are preplanned or preconceived and which are not deliberately omitted from the script for the purpose of evading these provisions.

2. Non-Script Lines - Upgrade of Background Actors

A Background Actor hired as such may speak non-script lines, in which case the Background Actor shall be signed off as a Background Actor and employed as a Day Performer and shall receive payment as a Day Performer from the beginning of such day. The Performer so adjusted may be signed off as a Day Performer and re-employed in the same photoplay to perform Background Actor work, but not in the same role for which the Performer was adjusted. If such a person is again adjusted to perform Day Performer services in a different role in the same photoplay, such Performer shall not be entitled to consecutive days of employment between the time when such Performer is first signed off as a Day

Performer and the time when the Performer is again adjusted. If a Background Actor has been adjusted to perform Day Performer work, the Producer may retake the scene with a different Day Performer, without any penalty of failure to recall such Background Actor. A Background Actor adjusted for non-script lines shall not be entitled to Day Performer pay for any day or days before such Performer was adjusted. If the Background Actor is called back for the next day and Producer intends that the Background Actor shall revert to the rate at which the Background Actor was originally hired, the Background Actor must be notified of such intention at the time of the call back.

Non-script lines are defined as lines which are not preplanned or preconceived and which are not deliberately omitted from the script for the purpose of evading these provisions.

3. Omnies

The basic Background Actor wage for the particular call includes, if required, the speaking of atmospheric words commonly known in the industry as "omnies."

20. CANCELLATION OF CALLS

A. Principal Performers

When a Performer is engaged and not used for any reason other than the Performer's default, illness or other incapacity, such Performer shall be entitled to a day's pay or such Performer's guarantee, whichever is greater. If the Performer who is selected is unavailable when called to render actual services, such Performer shall not be entitled to such payment.

A Performer who is replaced in a program for reasons other than such Performer's default, illness or other incapacity, after commencement of such Performer's services pursuant to engagement and before the completion of engagement, shall receive such Performer's guarantee, or a day's pay in addition to payment for services rendered to that time, whichever is greater.

B. Background Actors

1. The Producer shall have the right to cancel any call for any of the following reasons beyond its control:
 - a) Illness in principal cast;
 - b) Fire, flood or other similar catastrophe;
 - c) Governmental regulations or order issued due to a national emergency.

In the event of any such cancellation, the Background Actor so canceled shall receive a one-half ($\frac{1}{2}$) check, except as provided in subparagraphs 4. and 5. below.

2. The Producer shall be entitled to hold and use such Background Actors for four (4) hours only to the extent herein provided. For each additional two (2) hours or fraction thereof, the Background Actor shall receive a one-quarter ($\frac{1}{4}$) check. Background Actors held pursuant to this paragraph for more than eight (8) hours, excluding the meal break, shall be entitled to regular overtime rates.
3. During the time which the Background Actor is so held, Producer has the privilege of putting Background Actors into costume, rehearsing or making other use of their services. If, however, any recording or photography is done, whether still pictures or otherwise, Background Actors shall be paid the agreed daily wage.
4. If any Background Actor be notified of such cancellation before 6:00 p.m. of the work day previous to the work date specified in such call, or be otherwise employed on the same work date by the same production company, at a rate equal to or higher than the rate applicable to such Background Actor as specified in such canceled call, the Background Actor shall not be entitled to such one-half ($\frac{1}{2}$) check.
5. If the Background Actor's second work assignment shall be for a time to commence less than four (4) hours after the time of his/her canceled call, the Background Actor shall receive in lieu of the one-half ($\frac{1}{2}$) check an allowance for the cancellation of the call on a straight time hourly basis, computed in thirty (30) minute units from the time of the first call to the time of his/her second call. Overtime, if any, on the second work assignment shall be computed without reference to the first call. If the second work assignment shall be for a time to commence more than four (4) hours after the time of his/her canceled call, the Background Actor shall receive the one-half ($\frac{1}{2}$) check. Overtime, if any, shall be computed without reference to his/her first call.
6. If a Background Actor has not been notified as contemplated by subparagraph 4. above, then notice must be posted at the hour designated for the call stating set will not work.
7. Nothing herein contained shall enlarge Producer's right to cancel calls.

21. WEATHER PERMITTING CALLS

A. Principal Performers

Weather permitting calls are allowable for Day Performers, subject to the following limitations and conditions:

1. Weather permitting calls shall not be issued for stages in studios.
2. Weather permitting calls can be issued only for the Performer's first work day on the program.
3. A Performer receiving two (2) times minimum scale per day or less shall be paid a half ($\frac{1}{2}$) check upon the cancellation of any weather permitting call. This check shall entitle the Producer to hold the Performer for up to four (4) hours. The Performer shall receive a half ($\frac{1}{2}$) check for each additional four (4) hours, or portion thereof, during which Performer is held by Producer. During the waiting period Producer has the privilege of putting Performers into costumes, rehearsing, or making other such use of their services. If, however, any recording or photographing is done, whether still pictures or otherwise, the Performer shall be paid the agreed daily wage.
4. Weather permitting calls may not be issued to a Performer after the commencement of photography, and the fact that a weather permitting call or calls have been issued before the commencement of photography shall not cause the consecutive employment provisions of these rules to come into effect.
5. At the time of acceptance by a Performer of a weather permitting call, the Performer shall advise Producer of any possible conflict for immediately subsequent days.

B. Background Actors

1. When the scheduled photography is canceled by Producer because of weather conditions, Background Actors reporting pursuant to a "weather permitting" call shall be paid one-half ($\frac{1}{2}$) day's pay, which shall entitle Producer to hold the Background Actor for not exceeding four (4) hours. The Background Actor shall receive another one-half ($\frac{1}{2}$) check if held for an additional four (4) hours or fraction thereof; after eight (8) hours (excluding one meal break), overtime commences in hourly units.
2. During this time, Producer may costume, rehearse or otherwise use the Background Actor on the specified photoplay, except for recording or photographing, still or otherwise, of such Background Actor.

3. If the Background Actor is used for such recording or photographing, the Background Actor shall receive one (1) day's pay.
4. The Background Actor may cancel a weather permitting call previously accepted by notifying the agency which issued the call prior to 7:30 p.m. or the closing time of such agency, whichever is the earlier, unless the Background Actor has been established in the picture.
5. Weather permitting calls shall not be issued for stages in studios, nor shall a weather permitting call back be issued to any Background Actor after the Background Actor has been established.
6. When a weather permitting call is given, Producer must specify that the Background Actor is to work 1) if it is raining, 2) if it is cloudy, or 3) if the sun is shining; provided that if any other special type of weather is a condition precedent to the Background Actor working, the same may be specified, but must be described sufficiently so as to be capable of understanding by the Background Actor.
7. Producer agrees not to request Background Actors to call in the early morning hours of the following day for a possible weather permitting call.

22. PREPRODUCTION STILLS

Preproduction stills, including rehearsals therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a Performer; such Performer shall be paid for the day or days on which Performer renders services in connection with preproduction stills.

23. PRERECORDINGS

Prerecordings, including rehearsals therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a Performer; such Performer shall be paid for the day or days on which such Performer renders services in connection with prerecordings.

24. STORY, SONG AND PRODUCTION CONFERENCES

Story, song, and production conferences on any day on which the Performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the continuous employment of Performers.

25. STUDY OF LINES OR SCRIPTS

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

PRODUCTION / POST PRODUCTION

26. WORK TIME

A. Hours per Day

The salary agreed upon shall be compensation in full to the Day Performer for eight (8) hours of work, but such compensation, if otherwise due, shall be paid to the Performer even though eight (8) hours of work is not required of the Performer by the Producer. If the Performer is working at midnight of any day, then the Performer's hours of work for such day shall be computed until the Performer has been dismissed subsequent to midnight.

B. For the purpose of ascertaining and computing hours of work, rest period, and overtime, the period from the time the Performer is required to and does report as directed, until the time such Performer is finally dismissed for the day shall constitute work time, continuously and without interruption, except as follows:

1. Allowable meal periods, as provided by Section 29.;
2. Casting or audition calls, as provided by Section 15.;
3. Individual voice and photographic tests, as provided by Section 17.;
4. Fittings, as provided by Section 37.;
5. Story, song and production conferences, to the extent provided by Section 24.;
6. Study of lines or script, to the extent provided by Section 25.;
7. Interviews for publicity purposes, as provided by Section 48.;
8. Publicity stills, to the extent provided by Section 49.;
9. Makeup, hairdress and/or wardrobe, to the extent provided by Section 37.;
10. Travel time, to the extent provided by Section 39.

C. Consecutive Employment

After the Performer has been employed, and after the starting date of such employment, none of the provisions of subsection B. shall break the continuous employment of such Performer. Please see Section 27. for more information on Consecutive Employment.

- D.** Any period during which the Performer fails or refuses or is unable because of disability to render services, and any period during which the Performer, at Performer's own request, is excused from rendering services, shall not be work time for any purpose.

E. Rehearsal Time

1. The reading of lines, acting, singing or dancing, in preparation for the Performer's performance, in the presence and under the supervision of a representative of Producer, constitutes a rehearsal. Rehearsals shall be counted as work time.
2. Auditions, tests, makeup and wardrobe tests do not constitute rehearsals.
3. SAG-AFTRA agrees to grant waivers freely for the training of a Performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the Performer and the Producer, subject to the approval of SAG-AFTRA.
4. Tests, auditions, fittings, publicity stills, preproduction stills, pre-recordings, or training under subsection E.3. above, after the booking but before the starting date of such employment, shall not start the employment period of such Performer. Compensation, if any, for any of such services shall be paid as otherwise provided herein.
5. The half-day rehearsal shall not be counted towards consecutive employment.

27. CONSECUTIVE EMPLOYMENT

- A.** Employment of an On-Camera Principal Performer shall be for consecutive days from the beginning of the Performer's employment until completion of Performer's principal photography subject to recall for retakes, added scenes, soundtrack, process shots, trick shots or transparencies. If the Performer is recalled for any such purposes, the Performer shall be paid for the day(s) spent in performing such services. Consecutive employment shall not apply between a half-day rehearsal and subsequent completion of the engagement provided firm advance booking dates are given. (See Section 28. for retakes and added scenes). However, consecutive employment for Day Performers shall be subject to the following exceptions:

If at the time of original employment the Day Performer is given in writing firm advance booking dates, compensation need not be given for such intervening time period. Day Performers may be converted to a weekly employment basis, if appropriately notified by Producer, for the second employment period. In such case the subsequent start date may be "on or after," thus allowing the Producer twenty-four (24) hours leeway.

B. Singers, Stunt Performers, Pilots and Background Actors employed on a daily basis shall not be entitled to consecutive employment unless portraying a role.

C. Spillover

If Producer elects to terminate and recall Performer (as above) and the shooting schedule exceeds the Performer's guaranteed employment period, any added days shall be subject to the Performer's availability but when Performer is otherwise employed, Performer will cooperate to the fullest extent.

28. RETAKES, ADDED SCENES, LOOPING, ETC.

As an exception to the consecutive employment requirements of Section 27. of this Agreement, compensation for services in connection with retakes, added scenes, sound track (including looping), process shots, transparencies, trick shots, trailers, unfinished photography, changes in foreign versions, shall be paid only for the days on which the Performer is actually so employed subject to individual Performer's availability. If such services are commenced within three (3) months after the prior termination of employment, compensation therefor shall be at the daily rate originally agreed upon, except:

- A.** a Weekly Performer may be recalled to loop (record sound track) after completion of principal photography at one-half ($\frac{1}{2}$) day's pay pro rata (one-tenth [$\frac{1}{10}$] of the Performer's weekly base rate) for a four (4) hour looping session. If the session exceeds four (4) hours, a full day's pay pro rata (one-fifth [$\frac{1}{5}$] of the Performer's weekly base rate) shall be payable;
- B.** in case of conversion from Day Performer to the weekly basis, in which event the compensation shall be pro rated on the weekly rate originally agreed upon, and paid as detailed in (a) above for a looping session;
- C.** an On-Camera Narrator/Spokesperson may be recalled to loop (record sound track) after completion of principal photography at the Voice-Over Compensation rates provided in Section 7.B.1, unless better terms for looping are negotiated at the time of engagement.

29. MEALS

A. Meal Periods

1. Allowable meal periods shall not be counted as work time for any purpose. The Performer's first meal period shall commence within six (6) hours following the time of the Performer's first call for the day; succeeding meal periods of the same Performer shall commence within six (6) hours after the end of the preceding meal period. A meal period shall not be less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. If upon the expiration of such six (6) hour period the camera is in the actual course of photography, it shall not be a violation to complete such "take." If on location or while traveling to or from location the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render catering service by contract, or if delay is caused by common carriers such as railroads, there shall be no penalty for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no penalty for the violation; but if such delay shall continue beyond one-half ($\frac{1}{2}$) hour, work shall cease, and the time intervening between such cessation of work and the meal period shall be work time. If, on location and after commencement of work time, the company is given a reasonable breakfast without deducting the time spent in eating breakfast from work time, then the first meal period may be six (6) hours after such breakfast. Where Producer intends to provide such a breakfast on location, that fact shall be stated in the call and the meal shall be a reasonable breakfast served not later than 9 A.M.

If, by reason of a long makeup, wardrobe or hairdress period of a Performer, application of the rule would require calling a meal period for such Performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such Performer before the time for the Performer's set call, it being understood that no deduction shall be made from work time for such period; it is further understood, however, that such Performer shall be given a meal period within six hours from the time such food is made available to the Performer.

2. The following amounts shall be paid to Performers for meal period violations:

For the first half-hour or fraction thereof — \$25.00 per Performer.

For the second half-hour or fraction thereof — \$35.00 per Performer.

For the third half-hour and each additional half-hour or fraction thereof — \$50.00 per Performer.

B. Meals - Supplied

Whenever Producer supplies meals or other food or beverages to the cast or crew, or provides money in lieu thereof, the same shall be furnished to all Performers. Regarding beverages, this provision is applicable only in those situations where the Producer supplies beverages to the cast and crew and is not applicable where isolated groups may supply their own beverages (e.g., prop truck with cooler for beverages). When meals are served to Performers, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by the Producer until the Performers are given the opportunity to get in line for the actual feeding of Performers. "Meals" means an adequate, well- balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to Performers by Producer shall not constitute a meal period. Meals supplied by the Producer shall not be deducted from the Performer's wages but may be deducted from per diem.

C. Per Diem

Meals must be provided on all locations. All Performers shall be entitled to a basic \$65.00 per diem meal allowance on overnight locations. The Producer shall have the right to deduct from the per diem meal allowance the following amounts for each meal furnished:

Breakfast	\$13.00
Lunch	\$18.00
Dinner	\$34.00
TOTAL	\$65.00

30. REST PERIOD/BREAKS

A. Principal Performers

1. Rest Breaks

All Principal Performers shall have at least five (5) minutes rest during each hour of actual rehearsal and shooting; but if the scene being rehearsed or shot is of a continuing nature, such rest period may be accumulated to be not less than ten (10) minutes during each two (2) hours of such continuing rehearsal or shooting period. If any provision of this section is inconsistent with any other labor law or regulation in the applicable state or other jurisdiction, the more favorable term shall govern. See Section 42.B.4 for Dancers and Section 43.B. for Singers.

2. Daily Rest Period

a) Studio Call

Any Performer on studio call is entitled to a twelve (12) consecutive hour rest period from the time of dismissal until first call for the next day, whether for makeup, wardrobe, hairdress, or any other purpose.

b) Location

(1) Nearby Location

The rest period may be reduced from twelve (12) to ten (10) hours as often as once every fourth consecutive day, when exterior photography is required on the day before and the day following such reduced rest period.

(2) Overnight Location

No reduction in the twelve (12) hour rest period is permitted except when Performer arrives at place of lodging after 9 p.m. on the first day of an engagement, a ten (10) hour rest period shall apply.

3. Weekly Rest Period

The Performer shall be entitled to a rest period of fifty-eight (58) consecutive hours (thirty-six [36] consecutive hours if on an overnight location) once each week.

4. Waiver of Rest Period

The Performer may waive the rest period without SAG-AFTRA's consent, but if the Performer does so, such Performer shall be entitled to premium pay in the amount of \$1,220.80 or one day's pay, whichever is the lesser sum.

B. Background Actors

1. Rest Breaks

All Background Actors shall have at least five (5) minutes rest during each hour of actual rehearsal and shooting; but, if the scene being rehearsed or shot is of a continuing nature, such rest period may be accumulated to be not less than ten (10) minutes during each two (2) hours of such continuing rehearsal or shooting period.

2. Rest Per Day

See Section 31.C.6., "Sixteen Hour Rule".

If any provision of this section is inconsistent with any other labor law or regulation in the

applicable state or other jurisdiction, the more favorable term shall govern.

31. OVERTIME

A. Principal Performers

The Performer's day, for overtime purposes, is computed from time of first call to dismissal, excluding meal periods. See Section 19.B.6. for Stunt Performer overtime involving stunt adjustment.

1. Day Performers

Overtime for Day Performers is paid in hourly units at time and one-half for the ninth and tenth hours of work time, and at double time thereafter each day, except that Day Performers engaged at more than \$1,220.80 per day shall receive time and one-half instead of double time after the tenth hour.

2. 3-Day Performers and Weekly Performers

Overtime for 3-Day Performers and Weekly Performers is paid in hourly units at time and one-half for the ninth and tenth hours of work time, and at double time thereafter.

3. Overtime Ceilings

Overtime for all above categories shall be subject to the following "ceilings":

Day Performer

Maximum base	\$1,221.00
Time and one half	\$228.95

3-Day Performer

Maximum base	\$3,662.00
Time and one half	\$228.95
Double time	\$305.26

Weekly Performer

Maximum base	\$4,070.00
Time and one half	\$152.63
Double time	\$203.50

4. Location Premium

Weekly Performers engaged for a six (6) day overnight location work week shall receive an additional four (4) hours at straight time to increase the total available work week to forty-four (44) hours, whether fully worked or not. All hours on the 6th day after the 44th hour are paid at time and one-half hours.

5. All additional days worked will be paid at pro rata of the individual Performer's 3-day or weekly salary.
6. There shall be no compounding of any overtime payments.

B. On-Camera Narrator/Spokespersons

Overtime for On-Camera Narrators/Spokespersons shall be based upon the first- day rate up to the maximum overtime ceilings, for the first day of employment. The first-day minimum rate shall be calculated by adding the Day Performer rate and one hour of the minimum voice-over rate.

Subsequent days of overtime shall be calculated at the appropriate basic on- camera rate (Day Performer, 3-Day Performer, Weekly Performer) exclusive of the one-time-only fee, unless specifically negotiated otherwise.

C. Background Actors - Overtime

1. Daily Overtime

Background Actors employed in excess of eight (8) hours in any one day from the time the Background Actor is required to and does report until dismissed shall be paid daily overtime compensation as follows:

One and one-half (1½) times the Background Actor's rate of pay for the ninth and tenth work hours of employment and not less than double the Background Actor's rate of pay for all hours worked thereafter, computed in hourly units.

2. Weekly Overtime

A Background Actor who works more than forty (40) hours in a workweek, for a particular employer, shall receive one and one-half times the regular hourly rate of pay for all hours over forty (40). The regular hourly rate shall be determined by the Performer's weekly salary divided by forty (40).

3. In computing time of employment, meal periods are not included.
4. All overtime for Background Actors shall be upon the maximum pay the Background Actor is receiving on that particular day.
5. Overtime premium payments shall not be compounded or pyramided and shall

be paid at the highest applicable premium rate only.

6. Sixteen-Hour Rule

A Background Actor shall not be employed in excess of a total of sixteen (16) hours, including meal periods, travel time and actual time required to turn in wardrobe or property, in any one (1) day of twenty-four (24) hours.

The penalty for violation of the foregoing sixteen (16) hour rule shall be one (1) day's pay (at the Background Actor's daily rate including any additional compensation) for each hour, or fraction thereof, of such violation. Such penalty shall be paid at straight time, unless the violation occurs during a sixth or seventh day of work or holiday for which double time is provided.

This provision shall not apply in any case where such violation occurred as a result of circumstances or conditions, other than production considerations or conditions, beyond the control of Producer with respect to or affecting the return of such Background Actors from location. Where the penalty is excused the Background Actor shall receive all applicable overtime. SAG-AFTRA will not claim any breach of contract resulting from the violation of the sixteen (16) hour rule unless the penalty above prescribed is incurred and is not paid.

32. WORK ON 6TH OR 7TH DAY; WEEKEND WORK

A. Principal Performers

1. Day/3-Day Performers

On-Camera Principal Performers shall receive double time for the sixth and seventh day of work in a workweek, rather than for Saturdays and Sundays. For work on the sixth and seventh day, a Performer whose rate is \$1,220.80 per day or less shall receive double the amount the Performer would receive for a workday. A Performer whose rate is more than \$1,220.80 per day shall receive one and one-half (1½) times what the Performer would receive for a workday. Overtime shall be paid at the same rate as for the first eight (8) hours if premium pay is received. If the Performer does not work, the Performer shall not be paid.

2. Weekly Performers

A Weekly Performer guaranteed \$4,070.08 or less per week shall receive four (4) hours additional overtime for an overnight location sixth day, whether worked or not, to be computed in accordance with Section 31.A.3. A Weekly Performer guaranteed more than \$4,070.08 per week may have overnight location sixth days

included in the workweek without adjustment of the basic weekly rate.

3. Voice-Over Performers

All Voice-Over Performers shall be paid double time in hourly units for Saturday/Sunday work.

B. Background Actors

On-Camera Principal Performers and Background Actors shall receive double time for the sixth and seventh day of work in a workweek, rather than for Saturdays and Sundays.

All Background Actors shall receive one (1) day's pay at straight time for a day not worked on a distant location.

33. WORK ON HOLIDAYS

A. A Performer who works on any of the following holidays:

- | | |
|---|--------------------------------|
| New Year's Day | July Fourth (Independence Day) |
| Martin Luther King, Jr.'s Birthday | Labor Day |
| Washington's Birthday (Presidents' Day) | Thanksgiving Day |
| Memorial Day | Christmas Day |

shall receive double what the Performer would receive for a weekday. Whenever any of said holidays falls on a Sunday, such holiday for all purposes herein shall be deemed to fall on the Monday next succeeding. If the Performer works on the day before and the day after one of the above holidays, but not the holiday itself, such Performer shall be paid a prorated day's pay at straight time for the holiday, if working on an overnight location.

B. If a Performer is required to spend any of the above mentioned holidays on an overnight location and does not work, the Performer shall receive a day's pay at straight time.

C. Overtime on holidays shall be paid at the same rate as for the first eight (8) hours (double time, not a multiple of double time).

34. DRESSING ROOMS/TELEPHONE/SANITARY CONDITIONS – ALL PERFORMERS

A. **Dressing Rooms/Telephones** - Producer shall provide clean and accessible dressing rooms and toilet facilities in studios and on locations. Such dressing rooms shall be provided with adequate locks or Producer shall provide facilities for checking normal personal belongings.

B. Chairs shall be available for all Performers in the dressing rooms, on the stage, and on

location.

- C. Dressing rooms shall be clean and in repair and Producer shall designate a person responsible to implement the foregoing. Adequate space and reasonable privacy shall be provided for wardrobe changes for each Performer. Heaters or fans shall be provided as needed in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical, legal limitations or location practicalities, the matter shall be discussed with SAG-AFTRA. Waivers shall not be unreasonably withheld under such circumstances.
- D. Whenever a Performer is required by Producer to make a change of wardrobe on the set, Producer shall provide suitable facilities affording privacy for such purpose.
- E. When Performers are not performing before the camera, they shall be provided with a reasonable temperature-controlled area. When campers, buses, automobiles, or other means of transportation, or rented facilities at the location are used as shelters, such shelters shall be available and easily accessible to Performers at all times.
- F. Producer shall maintain a working telephone within a reasonable distance on all locations where practical. Performers shall have the opportunity to use a telephone when it is available for such use so long as production or work is neither interfered with nor delayed.

G. Sanitary Provisions

1. **Water Supply.** Every set or location shall be supplied with pure drinking water. Common drinking cups are prohibited.
2. **Seats and Cots.** Every employer shall provide an adequate number of suitable seats on sets or location, for all Performers. On every set or location a cot of a type suitable for use as a stretcher, or a stretcher, shall be provided.
3. **Locker Rooms.** Adequate provisions shall be made for the proper and safe keeping of the clothing of Performers during working hours. An adequate number of clothes racks shall be provided on sets or on locations where Performers are employed. If a locker is not provided on sets or locations during time of employment of Performers, a responsible party shall be put in charge of any clothing or property belonging to Performers.
4. **Toilet and Washing Facilities on Location.** Adequate toilet facilities shall be provided for all Performers, and toilets shall be kept in a clean and sanitary condition. The seats of these toilets shall be screened in between each one and in front. Toilet paper must be provided. Sanitary napkins will be obtainable. Toilet facilities must be arranged during the production of swimming sequences. Washing facilities must be provided and either paper or individual towels

supplied. Common towels will not be permitted. Soap must be provided. Appropriate time and facilities for cleanup will be afforded all Performers before departing each location.

- H. Climatic Protection.** Reasonable protection shall be afforded Performers on all sets and locations against severe climatic conditions such as heat, cold, rain and snow. Reasonable protection shall also be afforded Performers who are required to wear out of season wardrobe.
- I.** Violation of any of the provisions of this paragraph shall entitle all Performers employed on the set or location involved to receive such amount of additional compensation as may be assessed by decision of the Industry-Union Standing Committee. (See Section 73.)

35. WARDROBE ALLOWANCE

A. Principal Performer

1. Definition of Wardrobe Change

A single wardrobe change shall consist of at least one additional clothing item worn above the waist (such as a blouse or shirt) and at least one additional clothing item worn below the waist (such as slacks or skirt) unless only one (1) such area is visible to the camera. If so, one (1) additional item in the visible area shall be considered a change. Items such as dresses, gowns, overcoats, etc., shall be considered a change by themselves unless always worn as part of a single outfit. Further, each item of clothing shall be counted only once in determining the total number of changes even though the item may be used in more than one outfit. No additional fees shall be charged for mixing and matching wardrobe items. For example, if outfit #1 is a blue blazer and tan slacks and outfit #2 is a gray suit, use of the blazer and suit pants to create a third outfit shall not require an additional fee. Accessories such as scarves, ties, and jewelry shall not be counted as items of clothing for this purpose.

2. Allowance

Producer may ask for one wardrobe change to be provided by Principal Performer and if worn, an allowance of \$32.00 (black tie)/\$21.00 (regular wardrobe) for each two (2) days shall be due. If more than one wardrobe change is required to be furnished by performer, an allowance of \$32.00 (black tie)/\$21.00 (regular wardrobe) for each two (2) days per outfit shall be due whether worn or not.

B. Background Actor

1. Wardrobe

- a)** When a Background Actor reports in the specified wardrobe and in addition brings one or more complete changes of wardrobe as requested by Producer, excluding the types of wardrobe described in subsection **b.**, the Background Actor shall be entitled to an allowance listed below, whether utilized or not, during the term of this Agreement, provided, however, that such allowance shall not be applicable to wardrobe furnished for and used on an overnight location.
- b)** A General Background Actor who is required to and does furnish formal attire, a fur, a national dress costume, a white Palm Beach or tropical suit, a uniform or period wardrobe shall be paid an allowance listed below for the maintenance of each such type of wardrobe furnished at the request of Producer.

2. Allowance

- a)** Wardrobe: \$21.00 per day for the first change furnished
 \$7.00 per day for each additional change furnished
- b)** Specialty Attire: \$32.00 per day for each such type furnished

3. Dismissal; Travel; Out of Season

- a)** A Background Actor shall be dismissed as soon as wardrobe or property has been turned in. Whenever a Background Actor turns in wardrobe or property on time for which the Background Actor is not otherwise compensated, the Background Actor shall be paid for such time on the basis of time and one-half (1½) his/her regular hourly rate for that day after eight (8) hours worked and double time his/her regular hourly rate for that day after ten (10) hours worked, computed in hourly units. The words "wardrobe furnished" shall be stamped on the Background Actor's voucher whenever this is the case.
- b)** Where a Background Actor utilizes public transportation, such Background Actor will not be required to report or be dismissed in dress, period or other extraordinary and unique wardrobe.
- c)** When out of season wardrobe is required, Producer shall provide a private place for Background Actors to change clothes.

36. DAMAGED OR LOST WARDROBE

Wardrobe supplied by the On-Camera Performer, which is damaged or lost in the course of employment, shall be repaired or replaced at the expense of Producer, provided notice of such damage or loss is given Producer within a reasonable time.

37. MAKEUP, HAIRDRESS, WARDROBE FITTING CALLS (OTHER THAN TEST)

A. Principal Performers

1. Day Performers/On-Camera Narrators/Spokespersons

a) On a Day Prior to Employment

Day Performer shall receive one (1) hour minimum pay for each makeup, hairdress or wardrobe fitting call on a day prior to the commencement of employment. Additional time is paid for in fifteen (15) minute units. Day Performers receiving more than double scale per day shall not be entitled to receive any compensation for such calls.

b) On a Day of Employment

Such calls for Day Performers on a work day are work time and are part of Performer's continuous day unless four (4) or more hours intervene between the end of the fitting and the beginning of the work call. In such case, the Day Performer shall be paid in accordance with subsection A.1.a. above.

2. 3-Day Performers

a) On a Day Prior to Employment

Producer shall be entitled to two (2) hours free fitting time prior to the commencement of employment for each three days of employment of a 3-Day Performer. Additional time is paid as in subsection A.1.a. above.

b) On a Day of Employment

Such calls for a 3-Day Performer on a work day are work calls and are part of the 3-Day Performer's continuous day unless four (4) or more hours intervene between the end of the fitting and the beginning of the work call. In such case, the 3-Day Performer shall be paid in accordance with subsection A.2.a. above.

3. Weekly Performers

a) On a Day Prior to Employment

Producer shall be entitled to four (4) hours free fitting time prior to the commencement of employment for each week's employment of a Weekly Performer. Additional time shall be paid as in subsection A.2. above.

b) On a Day of Employment

Such calls for a Weekly Performer are work calls and are part of the Performer's continuous work day unless four (4) or more hours intervene between the end of the fitting and the beginning of the work call. In such case, the Weekly Performer shall be paid in accordance with subsection A.3.a. above.

B. Background Actors –Costume Fittings

Background Actors fitted at a place designated by Producer shall be paid as follows:

- 1.** If on a day prior to the work call, a quarter ($\frac{1}{4}$) check for two (2) hours' time; additional time shall be paid for at the hourly rate in units of thirty (30) minutes.
- 2.** If the fitting call is on the same day as the work call, straight time computed in units of thirty (30) minutes; provided, however, if on the same day four (4) hours or more intervene between the work call and the fitting, payment shall be made as though the fitting occurred on a day prior. If less time than four (4) hours intervenes from the termination of the fitting to time of work call, all intervening time is work time.
- 3.** Where Producer requires a Background Actor to bring wardrobe, personal accessories, pets, automobiles, etc., to a costume fitting, the Background Actor shall be compensated at one-half ($\frac{1}{2}$) the applicable daily allowance for such item(s).
- 4.** A Background Actor who has been fitted shall be paid not less than a full day's agreed wages if not given employment in the production for which the Background Actor was fitted. The rate of fittings shall be based on the classification in which the Background Actor is employed on the first day of employment on which the Background Actor is required to wear the costume for which the Background Actor is so fitted.

38. BODY MAKEUP, SKULL CAP, HAIR GOODS, HAIRCUTS

A. All Performers

1. Producer will utilize only qualified hair stylists and makeup artists for cutting and styling a performer's hair and applying their makeup. Producer must provide qualified hair stylists and makeup artists and the appropriate products so that the needs of performers may be met. With respect to diverse hair and makeup, "qualified" means hair stylists 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 pigment and features.
2. A performer who is engaged and is requested by Producer to report to set with a manicure and/or specific hairstyle, shall be entitled to reimbursement for the reasonable cost of the manicure and/or salon services (in the relevant market), provided that such reasonable cost has been pre-approved in writing by the Producer (which approval cannot be unreasonably withheld). The performer must submit the cost for pre-approval within one (1) business day of engagement, unless agreed otherwise. If Producer does not respond within one (1) business day to the performer's timely request for approval, the reasonable cost shall be deemed approved. If Producer and the performer are unable to timely agree on the cost of services, Performer shall arrive to set with the same manicure/hairstyle as the audition.

In order to be reimbursed for such cost, performer must submit the receipt for the services and a detail of the date and times of services within one (1) week of the date of such services.

In addition to the above-described reimbursement of the approved cost of services, the performer shall receive compensation for the time spent for such manicure or salon services consistent with Section 37.

B. Background Actor

1. A Background Actor who is directed to and does have body makeup or oil applied to more than fifty percent (50%) of his/her body and/or is required to and does wear a rubber skull cap, and/or who is required to and does wear hair goods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees) and/or who at the time of employment is required to and does wear his own natural, full-grown beard, as a condition of employment, shall be entitled to additional compensation listed below. Where a Background Actor is required to and does furnish his/her own hairpiece, the Background Actor shall be paid

additional compensation listed below.

Additional Compensation: \$26.00 per day

2. It is also understood and agreed that any woman Background Actor required to have body makeup applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any Background Actor, whether a man or woman, required to have body makeup applied to his/her full arms and legs shall be entitled to such additional compensation therefor.
3. Where a Background Actor's hair is required to be cut in connection with a call, Producer shall provide advance notice of such haircut at the time of booking. Such haircut may not take place earlier than two (2) working days before the work call. If advance notice is not given at the time of booking, the Background Actor may refuse the call without prejudice and shall not be entitled to compensation.

39. TRAVEL

All time spent in travel shall be paid at straight time in hourly units, subject to the exceptions noted below. The time intervening between the end of travel and the beginning of work shall be computed as work time. The time intervening between the end of work and the beginning of travel shall be computed as travel time. Overtime caused by travel to and from location is computed at straight time in hourly units, except that on days when services are rendered, such time shall be calculated in quarter-hour units. There shall be no compounding of payment for travel and work.

A. Nearby Location

1. Within Zone – All Performers

A nearby location is one to which the Performer travels and returns on the same day. The Performer may be asked to report to the Producer's studio or a location within a studio zone as defined in F. below. Work time shall begin at the time of reporting or the call time, whichever is later.

2. Outside of Zone – All Performers

When asked to report other than at the Producer's studio or at a location within a studio zone, work time shall begin as though the Performer had reported there and end as though the Performer had returned there and only the driver shall be paid at the maximum rate per mile which the Internal Revenue Code and Regulations provide without being reportable as income.

3. Nights – New York – All Performers

Any Performer required to work at night in the New York metropolitan area and not dismissed by 9:30 P.M. will be provided transportation by Producer to Grand Central Station, Penn Station or the Port Authority Bus Terminal, unless such place of dismissal is in Manhattan within a zone bordered by 34th Street on the south, 59th Street on the north, and Third and Eighth Avenues on the east and west, respectively.

4. Nights – Background Actors

When Background Actors are required to work at night and are not dismissed in time to permit their return to their homes by public service transportation, transportation must be provided by the employer.

B. Overnight Location

1. All Performers

- a) An overnight location is one at which the Performer is given lodging for one or more nights. Transportation supplied by the Producer may be coach provided no other cast, crew or production personnel fly in any other class. Bus and railroad transportation is acceptable if no other means is available. If a Performer is required to drive his/her own car, the Performer shall receive the maximum rate per mile, which the Internal Revenue Code and Regulations provide without being reportable as income.
- b) Should a Performer elect to use any form of transportation other than that provided by the Producer, the Performer shall be reimbursed an amount equal to what the Producer would have paid, and the hours spent in travel shall be counted as though the Performer had used the Producer's form of transportation.
- c) Producer shall provide meals, meal periods and reasonable lodging on overnight locations.
- d) When traveling on a legal holiday or on the sixth and seventh day of work, Performer shall receive time and one-half (not double-time), in hourly units.
- e) On a day when services are rendered, travel to or from a sublocation or place of lodging shall be considered travel time. The time intervening between the end of work and the beginning of travel, or the end of travel and the beginning of work, shall be considered travel time.

2. Principal Performers

a) Day Performers

(1) Travel to Overnight Location

	<u>Payment Due</u>
A day with no services rendered:	
Performer departs before noon	8 hours
After noon but before 6:00 p.m.	4 hours minimum or actual time in hourly units up to 8 hours maximum
After 6:00 p.m.	Actual time up to a maximum of 8 hours in hourly units
A day with services rendered	Overtime caused by travel payable at straight time in quarter-hour units

(2) Travel from Overnight Location

A day with no services rendered:	8 hours
A day with services rendered	Overtime caused by travel payable at straight time in quarter-hour units

b) 3-Day & Weekly Performers - Travel to and from Overnight Location

Whenever a 3-Day Performer or a Weekly Performer travels to or from an overnight location, such Performer shall receive a full day's pay each for the day of departure and for the day or return.

- C. A Performer shall be dismissed at the place of reporting, not a subsequent location.
- D. The provisions of this Section shall apply whenever the Performer is required to travel to any site more than twenty-five (25) miles from the center of the studio zone established for

the city in which the Performer resides or to which the Performer is most proximate at the time of the engagement regardless of whether such site is within the studio zone of another city.

E. Nothing in this Section shall be deemed to break the consecutive employment of a Performer.

F. Studio Zones

1. When Performers are required to report anywhere within thirty (30) miles of the center of the studio zone established for such Local, other than the Producer's studio, Performers shall be paid at the maximum rate per mile which the Internal Revenue Code and Regulations provide without being reportable as income, computed from the studio to the place of reporting and from the place of reporting back to the studio. Only the driver shall be paid, not the passengers.

2. Los Angeles

In Los Angeles, the studio zone is defined as any place within thirty (30) miles of the intersection of Beverly Boulevard and La Cienega Boulevard. In the event that the street parking in the area within a reasonable distance of such place of reporting within the Los Angeles studio zone is restricted by law or ordinance, or that free parking facilities are otherwise not available within a reasonable distance of such place of reporting, then the Producer shall make arrangements so that Performer so required to report may park within a reasonable distance thereof, at no expense to such Performer.

3. New York City

The studio zone is defined as any place within a radius of twelve (12) miles from Columbus Circle. Courtesy transportation or reimbursement will be provided at the end of public transportation to call location.

4. Chicago

In Chicago, the studio zone is defined as the area from the western shore of Lake Michigan within forty-five (45) miles of the intersection of State and Madison Streets.

5. Detroit

In Detroit, the studio zone is defined as the area within thirty-five (35) miles of intersection of Woodward Avenue and Grand Boulevard. The pickup zone is the area within city boundaries.

6. San Francisco

In San Francisco, the studio zone is defined as the area within fifty (50) miles of the intersection of Powell and Market Streets.

7. Phoenix

In Phoenix, the studio zone is defined as the area within twenty-five (25) miles of the center of the city.

8. Tucson

In Tucson, the studio zone is defined as the area within twenty-five (25) miles of the center of the city.

9. All other SAG-AFTRA cities

In all other SAG-AFTRA cities, equivalent studio zones to those above shall be designated by the Local and Producers located therein. SAG-AFTRA shall promptly notify Producer organizations of any locally agreed upon studio zones.

40. FLIGHT INSURANCE

- A. When a Performer is requested by Producer to travel by plane, Producer shall pay the Performer an additional fee of \$10.00 for flight insurance, if purchased by Performer.

When Producer requests a Performer to fly by a noncommercial or nonscheduled carrier, Producer shall obtain a short-term insurance policy for the Performer providing insurance equal to the amount available for \$10.00 on a commercial carrier. Notwithstanding anything herein to the contrary, the maximum insurance required under this Section shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

41. EMPLOYMENT OF MINORS

- A. The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:
1. The performance environment is proper for the minor;
 2. The conditions of employment are not detrimental to the health, education and morals of the minor. The term "morals," as used herein, shall conform to the definition set forth in the penal code of the state in which the Performer's

employment is taking place.

It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of production, with due regard to the age of the minor. As used in this Section, the term "parent" shall be deemed to include "guardian."

- B.** The term "minor" as used herein means any Performer under the age of eighteen (18) years, except that it shall not include any such Performer if:
1. The Performer has satisfied the compulsory education laws of the state governing the Performer's employment; or
 2. The Performer is married; or
 3. The Performer is a member of the Armed Forces; or
 4. The Performer is legally emancipated.

C. Meals

Whenever Producer supplies meals or other food or beverages to the cast or crew, or provides money in lieu thereof, the same shall be furnished to all minors. Regarding beverages, this provision is applicable only in those situations where the Producer supplies beverages to the cast and crew and is not applicable where isolated groups may supply their own beverages (e.g., prop truck with cooler for beverages). When meals are served to minors, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by the Producer until the minors are given the opportunity to get in line for the actual feeding of minors. "Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to minors by Producer shall not constitute a meal period. Meals supplied by the Producer shall not be deducted from the minors' wages but may be deducted from per diem.

D. Interviews, Tests and Fittings

Calls for interviews, tests and fittings for minors shall not take place at any time during which the minor would otherwise be attending school, and shall be completed prior to 7:00 P.M. Two (2) adults shall be present at all times during any such session and the minor shall not be removed from reasonable immediate proximity of the parent.

Casting directors, or other representatives of the Producer, shall consciously and consistently make every reasonable effort to safeguard the minor's health, well-being and dignity during these sessions and shall not engage in any behavior which will embarrass, discredit, disconcert or otherwise compromise the dignity and mental attitude of the minor.

Any facility used for interviews, tests or fittings must comply with local fire and safety codes. Maximum legal capacity for each facility must be prominently posted.

E. Engagement

1. Producer shall advise the parent of the minor of the terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.) to the extent they are known, at the time of hiring.
2. Prior to the first date of engagement, the parent shall obtain, complete and submit to the Producer or Producer's representative the appropriate documents required by state and local law related to the employment of the minor.
3. Upon employment of any minor in any areas outside of California, Producer shall notify the SAG-AFTRA Local office by telephone where such employment will take place. The SAG-AFTRA Local office will acknowledge to the Producer in writing receipt of the information.

F. Supervision

1. The parent must be present at all times while a minor is working, and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent will not interfere with the production. Parent will not bring other minors not engaged by Producer to the studio or location.
2. The parent will accompany the minor to wardrobe, makeup, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult Performer or by minors of opposite sex.
3. No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes he or she is to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be required to perform in such situation regardless of the validity of the minor's belief.
4. When a Producer engages a minor, the Producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent of the name of such individual.
5. A guardian, as that term is used in this Section, must be at least eighteen (18) years of age and have the written permission of the minor's parent(s) to act as guardian.
6. When a minor is required to travel to and from a location, the Producer shall provide the minor's parent with the same transportation, lodging, meals and per

diem allowance provided to the minor.

7. Whenever federal, state or local laws so require, a qualified child care person (e.g., LPN, RN or Social Worker) shall be present on the set during the work day.

G. Unusual Physical, Athletic or Acrobatic Ability

1. A minor may be asked to perform unusual physical, athletic or acrobatic activity or stunts, provided the minor and the parent represent that the minor is fully capable of performing such activity and the parent grants prior written consent thereto.
2. If the nature of the activity so requires, a person qualified by training and/or experience with respect to the activity involved will be present at the time of production.
3. Producer will supply any equipment needed and/or requested for safety reasons.
4. The Producer shall obtain copies of all safety guidelines issued by the Industry-Wide Labor/Management Safety Committee. These can be found at: www.csatf.org/bulletintro.shtml.

H. Working Hours

1. Minors' maximum hours of work shall be as outlined below. (Does not include meal time.)

<u>Age of Minor</u>	<u>Maximum Hours of Work</u>	<u>End of Day</u>
0 - 5 years	6.00	7:00 p.m.
6 - 11 years	8.00	8:00 p.m. on school days <i>10:00 p.m. on non-school days</i>
12 - 17 years	9.00	10:00 p.m. on school days <i>12:30 a.m. on non-school days</i>

2. Work Hours and Rest Time

- a) The work day for minors shall begin no earlier than 7:00 a.m. for studio productions (6:00 a.m. for location productions) and shall end no later than the time specified above.
- b) Maximum work time for a minor shall not exceed that provided by the laws

of the state governing his or her employment, but in no event shall exceed the maximum hours of work stated above. Work time shall not include meal time but shall include mandatory hourly five (5) minute breaks.

3. Producer shall make every effort to adjust minor's call time so that minor need not spend unnecessary hours waiting on set.
4. If a minor is at a location, the minor must leave the location as soon as reasonably possible following the end of the minor's working day.

I. Play Area

Producer will provide a safe and secure place for minors to rest and play.

J. Child Labor Laws

1. Producer agrees to determine and comply with all applicable child labor laws governing the employment of the minor, and, if one is readily available, shall keep a summary of said laws in the production office.
2. Any provision of this Section which is inconsistent with or less restrictive than any other child labor law or regulation in applicable state or other jurisdiction shall be deemed modified to comply with such laws or regulations.

K. Inconsistent Terms

The provisions of this Section shall prevail over any inconsistent and less restrictive terms contained in any other Section of this Agreement which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such Sections.

42. EMPLOYMENT OF DANCERS/SWIMMERS/SKATERS

A. Definition

1. Dancers, Swimmers, Skaters, professionally trained, doing choreographed routines requiring rehearsals, such as ballet, chorus dancing, modern dance, tap dancing, jazz dancing, acrobatic dancing, exhibition level dancing, or skating, shall be employed as Choreographed Dancers.

B. Working Conditions

1. Standard Floors

Floors for Choreographed Dancers must be resilient, flexible and level in

accordance with industry standards. Industry standards generally provide for two inches (2") of air space beneath wood flooring or three inches (3") or four inches (4") of padding under battleship linoleum laid over a concrete or wood-on-concrete floor. Floor surfaces must be clean and free of splinters, wax, nails, etc. Floors should be swept and mopped at least daily with a germ-killing solution. If Producer requires dancing on surfaces which do not meet the foregoing general standards, such work shall be deemed to be "hazardous work" and shall be subject to all the provisions of this Agreement concerning hazardous work and Performers' safety. In all instances dancing on concrete shall be deemed hazardous.

2. Unusual Work Conditions

If Producer requires dancing in inclement weather, in dust, smoke, and/or fog, or in out-of-season clothing or in costuming which by virtue of its fit or nature may subject the Dancer to physical injury or health hazard, it shall be deemed to be "hazardous work" and shall be subject to all the hazardous work provisions of the Agreement.

3. Warm-up Space

Adequate space must be provided to permit all Dancers to warm-up (perform limbering exercises) thirty (30) minutes prior to dancing.

4. Breaks

Dancers will have at least ten (10) minutes rest during each hour of actual rehearsal or shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer's discretion, Dancers may continue until a total of ninety (90) minutes has elapsed, after which time a twenty (20) minute break must be called.

5. Temperature

Stage or rehearsal area temperature for Choreographed Dancers must not fall below seventy-five (75) degrees. Air ventilation (circulation) shall be provided at all times but air conditioning is not acceptable unless strictly regulated to prevent drafts.

6. Meal Periods

Dancers cannot be required to dance or skate within thirty (30) minutes following a meal. Swimmers cannot be required to go into the water within thirty (30) minutes following a meal. If Producer does not provide meal service and Dancer

must leave the premises or location to eat, an additional fifteen (15) minutes must be allowed both before and after the meal break to permit the Dancer to change clothes. Such fifteen (15) minute period may be included in the thirty (30) minute waiting period following a meal.

7. Emergency Treatment

Producer will use best efforts to have a doctor qualified to treat Dancers on call in case of an emergency and will notify the deputy elected by Dancers of the doctor's name and phone number.

8. Hazardous Activity

The compensation payable to a Dancer for hazardous activity shall be \$103.00 per day, with a minimum of \$157.00 if only one day's services are rendered.

9. "Wire Flying"

"Wire Flying" shall in all instances be considered "hazardous."

10. Footwear

Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced and rubbered.

11. Footwear Allowance

Any Dancer who is directed to and reports with personal footwear shall be paid an allowance of \$12.00 a day for each pair of shoes utilized in the performance.

43. EMPLOYMENT OF SINGERS

A. Sound Recordings

There shall be separate bargaining at the time of employment between a Singer and Producer for the use of soundtrack on any type of sound recording including but not limited to CDs, cassette tapes, etc.; otherwise such rights may not be acquired. Singers' contracts for sound recordings shall contain a separate clause to be initialed at the time of employment providing for the use of soundtrack on records, CD or tape recordings to be not less than the SAG-AFTRA rate contained in the SAG-AFTRA Sound Recordings Code.

B. Five-Minute Breaks

Singers shall be given a five (5) minute rest period in each hour of recording.

C. Availability for Recall after Employment

Producer may not agree with any Singer that the Singer will hold himself/herself available for any day after the termination of an original period of employment (which may be as short as one [1] day) unless the Producer agrees at the same time to employ the Singer for such day. It is agreed, however, that the Singer may be recalled by the Producer and will report, at any time prior to the completion of production of the program for which the Singer was originally employed on the same terms and conditions (except as to the original term of employment), provided that the Singer is not then otherwise employed.

D. Contractors

Where Producer relies on a Singer to contribute services in addition to singing in connection with assembling a group of three (3) or more Singers and such Singer performs the services of a contractor, such Singer shall be paid the applicable contractor rate for such services. The foregoing shall not be applicable to three (3) or more Singers who are an established group or act.

44. EMPLOYMENT OF STUNT PERFORMERS/DRIVING GUIDELINES/HAZARDOUS WORK (INCLUDING WET, SNOW AND SMOKE)

A. Where scripted or unscripted stunts or other hazardous activity are required of the Performer by Producer, an individual qualified by training and/or experience in the planning, setting up and performance of the type of stunt involved shall be engaged and present on the set. No Performer shall be requested to perform a stunt without the opportunity for prior consultation by the Performer with such individual.

The foregoing provisions of this Section shall not apply to a Stunt Performer who both plans and performs a stunt which does not involve other Performers, provided such Stunt Performer is qualified to plan and perform the stunt in question.

B. No Performer shall be requested to work with an animal which a reasonable person would regard as dangerous in the circumstances unless an animal handler or trainer qualified by training and/or experience is present.

C. No Performer shall be rigged with any type of explosive charges of any nature whatsoever without the use of a qualified special effects person.

D. The Performer's consent shall be a requisite precondition to performing stunts or other hazardous activity. The Performer's consent shall be limited to the stunt or hazardous activity described to the Performer at the time consent was given.

Production companies shall send copies of insurance reports or assistant director's reports

concerning accident, which take place during production to the appropriate offices of SAG-AFTRA and to Producer.

- E.** The Performer shall have a reasonable time to become familiar with any mechanical device and/or equipment used in conjunction with the stunt.
- F.** All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.
- G.** Equipment provided by Producer, for example autos, cycles, wagons, etc., shall be in suitable repair for the safe and proper performance of the stunt.
- H.** In the event stunt work is required by Producer beyond that which was agreed to by the Stunt Performer, the Stunt Performer shall have the right to negotiate additional compensation for the additional work required.
- I.** Stunt Driving Guidelines

When any of the following conditions occur, a vehicle driver shall qualify as Stunt Performer:

1. When any or all wheels leave the driving surface;
2. When tire traction is broken, i.e., skids, slides, etc.;
3. Impaired Vision - when the driver's vision is substantially impaired by:
 - a) Dust or smoke;
 - b) Spray (when driving through water, mud, etc.);
 - c) Blinding lights;
 - d) Restrictive covering of the windshield;
 - e) Any other condition restricting the driver's normal vision;
4. If the speed of the vehicle is greater than normally safe for the condition of the driving surface, or when other conditions such as obstacles or difficulty of terrain exist or off-road driving other than normal low-speed driving for which the vehicle was designed occurs;
5. When any aircraft, fixed-wing or helicopter, is flown in close proximity to the vehicle creating hazardous driving conditions;
6. When an On-Camera Performer is doubled because the level of driving skill

requires a professional driver, the driver double shall qualify as a Stunt Performer. This would also apply to doubling of passengers for the safety of the On-Camera Principal Performer;

7. Whenever high speed or close proximity of any vehicle(s) creates conditions dangerous to the driver, passengers, film crew, other people, or the vehicle;
 8. When working in close proximity to pyrotechnics or explosives;
 9. When driving in other than the driver's seat or blind driving in any form.
- J.** Performer shall be given a fifteen (15) minute break away from the area of smoke or dust during each hour in which he/she is required to work in smoke or dust.
- K.** It shall be the responsibility of the Producer to provide Performers protection from sunburn, frostbite and extremes of temperature.
- L.** The Producer shall obtain copies of all safety guidelines issued by the Industry- wide Labor/Management Safety Committee. These can be found at: www.csatf.org/bulletintro.shtml

M. Work of an Unusual or Hazardous Nature – All Performers

The Producer shall notify the Performer at the time of the call of the nature of the work when Performers are required to do night work, "wet" work, work in airborne dust or debris created by Producer, work in smoke created by Producer, or work of a rough or dangerous nature. When a Performer is not so notified, the Performer shall have the right to refuse such work and receive a half (½) check or compensation for actual time worked, whichever is greater. Failure to notify a Performer of the nature of such work shall not, however, limit Producer's right to require that Performer do other work, in lieu thereof, if such other work exists.

A Principal Performer who is hired at scale, and who thereafter accepts hazardous work, shall be entitled to additional compensation, and the amount of additional compensation shall be agreed to between the Performer and the Producer, or Producer's representative, prior to the performance of such work. A Performer will not be discriminated against for refusing to accept hazardous work.

Producer will not deliberately hire anyone but Professional Background Actors, hired in accordance with this Agreement, to perform hazardous background work. No Stunt Performer hired as such may be employed for recognized background work on location except for bona fide emergencies not within the contemplation of Producer, and no Stunt Performer hired as such may be employed for recognized background work at the studio on the day the Performer was employed as a Stunt Performer on the same production.

Upon written request from SAG-AFTRA, Producer will submit to the SAG-AFTRA representative a report indicating whether any Stunt Performers have been employed on a particular program. Upon the written request of SAG-AFTRA, Producer will also furnish a copy of the script involved and make the program available to SAG-AFTRA for viewing.

For violations of this Paragraph, the following liquidated damages shall apply:

\$215.00 for the first violation.

\$350.00 for the second and each succeeding violation.

These liquidated damages shall not apply if there is a bona fide dispute as to whether the work is "background work" or "stunt work."

The foregoing schedules shall be applicable on a per person per day basis.

When hazardous work or stunt work is contemplated, Producer shall have available medical and/or first aid assistance at the studio and on location. First aid kits shall always be available on studio sets and locations.

N. Wet, Snow and Smoke Work – Background Actors Only

A Background Actor required to get wet or to work in snow or smoke shall receive additional compensation of \$20.00 per day. The Background Actor may refuse to get wet or to work in snow or smoke unless such additional adjustment is previously agreed upon. A Background Actor shall not be entitled to such adjustment if the Background Actor is wearing swimming or surfing gear required for the scene or is wearing appropriate snow apparel or working in smoke on a set where crowd work waivers are employed.

A Background Actor not notified at the time of booking that wet, snow or smoke work is involved may refuse to perform in wet, snow or smoke and will receive a half (½) day's pay, or payment for actual time worked, whichever is greater.

When Background Actors are required to get wet or to work in snow, Producer will provide a private place to change into dry clothing for meal periods and at dismissal. A bus is not acceptable as a place to change wardrobe unless equipped with appropriate changing areas.

- O.** Please see paragraph 75. for more information regarding Indemnification for Stunt performers and Stunt Coordinators.

45. REPORTING OF INJURIES/SAFETY – ALL PERFORMERS

- A.** The Producer agrees to notify SAG-AFTRA in the event a Performer is hospitalized as the result of an accident during the course of his/her employment.

- B.** A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances during which hazardous action or work under hazardous conditions is planned. Such person will have visible identification. Producer will provide readily accessible first aid equipment necessary to administer such medical assistance. In such circumstances, transportation to the nearest emergency medical facility providing emergency services shall be readily available. When such action or work is planned on location, the production company shall determine the nearest emergency medical facilities and capabilities thereof and communication therewith and assure that transportation to such facilities is readily available at all times during the performance of such work. The transportation vehicle referred to above shall be capable of accommodating a stretcher and first aid equipment. The parties agree to recommend that the Industry-wide Labor/Management Safety Committee develop appropriate guidelines as to first aid equipment and visible identification for the aforementioned person qualified to administer medical assistance on an emergency basis. These can be found at: www.csatf.org/bulletintro.shtml.
- C.** The Producer shall obtain copies of all safety guidelines issued by the Industry-Wide Labor/Management Safety Committee. Copies of such guidelines shall be available at the offices of SAG-AFTRA. SAG-AFTRA agrees to cooperate in disseminating such guidelines to Producers as they are formulated during the term of this Agreement

46. TREATMENT OF ANIMALS

The Producers confirm and reiterate their commitment to the principle that animals should be humanely treated during the production of Non-Broadcast programs.

Any issue relating to this subject may be referred to the Industry-Union Standing Committee under Section 73. of this Agreement.

47. EXPENSES

When a Performer specifically is required by the Producer to spend money in connection with services under this Agreement, Producer shall provide an advance for such expenditures. Upon completion of all work and prior to any additional reimbursement, the Performer shall submit to Producer an itemized report of expenses incurred at Producer's direction in connection with travel to and from locations, such as cab fares or mileage to and from air terminals and parking. All pertinent receipts and bills shall be attached to the report as substantiation of such expenditures if they exceed the minimum per diem meal and travel allowance as provided for elsewhere in this Agreement. In the event that Performer cannot provide such substantiation, Producer shall provide reimbursement at the applicable minimum allowances.

Producer shall reimburse the Performer for such expenses within two (2) weeks from the date the Performer presents such substantiation.

48. PUBLICITY INTERVIEWS

Time spent by the Performer in publicity interviews, whether on a day the Performer works or otherwise, shall not be counted as work time for any purpose, but the Performer shall be under no obligation to report for such interviews.

49. PUBLICITY STILLS

If the Producer desires the services of the Performer in making publicity stills, the Performer agrees to render such services. Performer must receive a day's pay at not less than the minimum daily rate for any day spent solely in taking publicity stills. Use of such stills is strictly limited to publicity of the program itself not for general client brochures, magazine advertisements, etc., which are unrelated to the program.

50. TOURS AND PERSONAL APPEARANCES

Tours and personal appearances made in connection with employment hereunder shall be in accordance with the following:

- A. Nearby Locations.** Performer shall be paid one-half (1/2) day's pay pro rata for up to four (4) hours' time. If over four (4) hours time is required, the Performer shall be paid a prorated day's pay.
- B. Overnight Locations.** Performer shall be paid a prorated day's pay.
- C.** When the Performer is required to travel, all transportation shall be provided and reasonable expenses shall be paid.
- D.** Producer shall cooperate to see that the Performers receive adequate meal periods and rest periods when on tours and personal appearances.

51. REQUIRED RECORDS AND REPORTS

A. Producers

- 1.** Producer shall maintain adequate records showing each program produced and delivered by it hereunder, the name of the client for whom it was made, the names of Performers employed therein, the amount of wages paid, the date of the

Performer's services, if it was a Spanish language program, the date of delivery and the number of programs for which payment is required.

2. Producer shall furnish to the Union and to the AFTRA Health and Retirement office a Remittance Report/Production Report, in the form attached hereto and marked **Exhibit 2** within twelve (12) working days after the completion of the Performer's services in the program. Not later than thirty (30) days after the completion of the Performer's service, the Producer shall give to the Union a copy of the Remittance Report/Production Report containing the following additional information:

- a) The production number or any other appropriate identification of the program or programs delivered;
- b) The number of programs delivered and the date of delivery.

B. Producers, Purchasers, Assignees and Transferees

Each Producer and each purchaser, assignee and transferee of a program produced under this Agreement shall maintain adequate records showing each program delivered to it, the date of delivery, the name of the advertiser, the names of the Performers appearing therein and payments made. In case of grievances or disputes arising under this Agreement, such Producer and such purchaser, assignee or transferee will make available to the Union on reasonable notice all such records.

C. Loan-Outs

Producer shall give the Union advance written notice whenever a Performer is borrowed from a domestic non-signatory company.

D. Verification and Auditing

Producer shall be required to furnish to the Union on reasonable notice records to verify accuracy of payments to Performers.

E. Notice of Production

If the Union has reason to believe that a Producer is evading the terms and conditions applicable to production, then, on written request from the Union, Producer shall supply reasonably in advance of production, information available regarding location(s), date and time of production, for whom such production is taking place (i.e., agency and/or client), the number of Performers expected to be used, and other pertinent data.

F. Production Time Reports

1. It shall be required custom and practice to proffer a Production Time Report ("the report") to all Performers at the end of each day, which report may include other Performer(s) in the program(s) working that day, and which reflects time in and out, meal periods, hairdress, travel, etc., for such Performer(s). Such report shall not be offered in blank but shall, in all cases, be filled in by Producer in ink. The Performer(s) shall initial or sign such report in ink. The Performer(s) may object to the accuracy of the information contained in the report. The signing or initialing of the report by the Performer(s) shall not preclude the Performer(s) from filing a timely claim.
2. If a Member Report is used in lieu of contracts for Singers, a Production Time Report shall not be required in such case. A copy of the report for the previous week shall be sent to the Union no later than twelve (12) business days after the date of production.
3. In the event of repeated breach after written notice from the Union, liquidated damages in the amount of \$150.00 shall be payable to the Union for each breach thereafter. A breach is the failure to file a production time report.
4. In the event of a negotiated stunt adjustment, the amount of such adjustment shall be indicated on the Stunt Performer's Production Time Report and initialed by both the Stunt Performer and the person authorized to negotiate such adjustment. The stunt adjustment may be inserted on the contract and initialed by both parties when the contract includes the Production Time Report.

52. ADMISSION TO PREMISES

Any authorized representative of the Union shall be admitted to the premises of the Producer, or where the employment takes place, at any reasonable time to check the performance by the Producer of this contract subject to product security or clearance restrictions, and such checking shall be done so as not to interfere with the conduct of Producer and the Union.

53. MEMBER REPORTS

- A. Producer agrees to initial a SAG-AFTRA Member Report at the time of performance. Such report shall contain such information regarding the Performer's employment as SAG-AFTRA shall determine appropriate. It is understood that the duty and responsibility of filling out and filing the Member Report is that of the Performer, or of the Contractor in case of Group Singers, the Producer being required only to initial the executed form.
- B. Producer shall furnish SAG-AFTRA written reports, under the same cover as checks for

Performers' services, specifying: the type of recorded material produced; the name of the sponsor in case of custom-built materials; time of recording; name, if any, of the recorded material; length and number of stories or productions; advertising agencies, if any; name of Performers; complete time in rehearsal and recording; and gross fees; and shall notify the Union of the names of all employers who used the Producer's studio facilities for the purpose of making Non-Broadcast recorded material productions at least twenty-four (24) hours in advance of each recording session.

- C. Standard report forms shall be promulgated by the Union by agreement with representatives of the Corporate/Educational and Non-Broadcast industry. The same shall apply to other reports required by this Agreement.

54. PHOTOGRAPHY OF STAGE PERFORMANCE (INSTANT PROGRAMS)

Producer will give SAG-AFTRA at least sixty (60) days advance notice of the employment of any Performer in a program to be made from a currently running legitimate stage play, ballet, opera, or other legitimate stage performance (all being referred to in this Section for convenience as a "play"), or a play which has closed within eight (8) weeks of the commencement of the production of such program, and which play staged substantially as presented on the legitimate stage and utilizing substantially the same cast as the play, is to be photographed as a program. Producer and SAG-AFTRA agree to meet within thirty (30) days from receipt of such notice for the purpose of negotiating the terms and conditions of such employment. If no agreement is reached with respect thereto within such sixty (60) day period, SAG-AFTRA may instruct its members to withhold services with respect to the production in such program only.

This provision shall not apply to a program produced from a screenplay written for such program, based on such play, and photographed in a normal program manner as distinguished from a recordation, as such, of the play.

55. EMPLOYMENT OF OFF-CAMERA PERFORMERS

- A. The following provisions, modified as stated below, shall apply to the employment of Performers off-camera:

15. Casting and Auditions

17. Individual Voice and Photographic Tests - Modified to provide that the Performer's services shall not be required for more than thirty (30) minutes including waiting time.

19. and 20. Engagement and Cancellation - Modified as follows: Performers

called for off-camera sessions shall receive definite calls for designated sessions such as 10:00 a.m. to 12:00 noon, or 10:00 a.m. to 4:00 p.m. The call may not be extended unless agreed to by the Performer.

24. Story, Song, and Production Conferences

25. Study of Lines or Scripts

26. Work Time - Definitions and Exceptions

26.E. Rehearsal Time

29.A. Meal Periods

30. Rest Period

32. Work on 6th or 7th Day; Weekend Work

33. Work on Holidays

34. Dressing Rooms / Telephone

39. Travel - Modified to provide that the Performer employed to render services off camera shall be paid for traveling on the same basis as though the Performer were employed to render services on camera.

40. Flight Insurance

41. Employment of Minors

44. Employment of Stunt Performers/Driving Guidelines/Hazardous Work (Including Wet, Snow and Smoke Work)

47. Expenses

48. Publicity Interviews

49. Publicity Stills

GENERAL LEGAL PROVISIONS

56. TITLE OF AGREEMENT

This agreement shall be known as the 2022- 2025 SAG-AFTRA Corporate/Educational and Non-

57. TERM OF AGREEMENT

The 2022-2025 Agreement shall be for a 3-year term commencing November 1, 2022 and continuing to and including October 31, 2025, and shall continue in effect thereafter until terminated by either party by 60 days' notice in writing to the other. Except as otherwise provided, the terms and provisions herein shall apply to all material produced on or after November 1, 2022.

58. RECOGNITION AND SCOPE OF AGREEMENT

SAG-AFTRA is recognized by Producer as the exclusive collective bargaining agent for Principal Performers and Background Actors in the production of Non-Broadcast programs (hereinafter referred to as "programs") within the United States of America. The term "Performer" means those persons covered by the terms of this Agreement as defined in Section 1. hereof.

The terms and conditions of this Agreement apply to programs produced by Producer in the United States, which includes its commonwealths and possessions, and to programs for which Producer engages Performers within such territorial areas wherever such programs are made.

59. ARBITRATION

- A.** All disputes and controversies of every kind and nature whatsoever between any Producer and SAG-AFTRA or between any Producer and any Performer arising out of or in connection with this Agreement, and any contract or engagement (whether overscale or not and whether at the minimum terms and conditions of this Agreement or better) in the field covered by this Agreement as to the existence, validity, construction, meaning, interpretation, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Agreement and/or such contract or engagement, shall be submitted to arbitration in accordance with the following procedure:
- B.** The parties shall agree to the use of a predetermined list of single arbitrators in random order. If an arbitrator is not available for more than twenty-one (21) days, another random selection shall be made. Until such time as the parties have agreed upon a panel of single arbitrators for use in any area in which SAG-AFTRA maintains an office, the following provisions shall be applicable to the selection of arbitrators. SAG-AFTRA, acting on its own behalf or on behalf of any person employed under this Agreement, or the Producer concerned, may demand such arbitration in writing. The parties shall thereupon endeavor to agree upon a single qualified arbitrator acceptable to them both. If agreement cannot be reached within ten (10) days, the American Arbitration Association shall appoint an

arbitrator.

- C. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrator. The arbitration award shall be made within seven (7) days after the close of the submission of evidence, shall be final and binding upon all parties to the Proceeding, and judgment upon such award may be entered by any party in the highest court of the forum, state or federal, having jurisdiction.
- D. The word "Producer" as used in this Agreement includes any third person to whom a program has been sold, assigned, transferred, loaned or otherwise disposed of. Any Producer including such third party "Producer" may file with SAG-AFTRA the name and address of an available person in New York City or Los Angeles, upon whom service of a demand for arbitration and other notices and papers under this paragraph may be made. If such name and address is not on file with SAG-AFTRA, or if although on file the named person is not available, the Producer irrevocably appoints the Secretary of the American Arbitration Association as Producer's agent to accept service and receive all notices, demands for arbitration and service of process in actions on the award in any suit by SAG-AFTRA or SAG-AFTRA members. Producer further agrees that such notices, demands for arbitration and other process or papers may be served on the foregoing persons by registered mail sent to their last known address with the same force and effect as if the same had been personally served.
- E. The parties agree that the provisions of this paragraph shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute which arises during the period of this Agreement and which is therefore arbitrable as set forth above. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.
- F. SAG-AFTRA shall be an ex officio party to all arbitration proceedings hereunder in which any Performer is involved and may do anything which a Performer named in such proceedings might do. Copies of all notices, demands, and other papers filed by any party in arbitration proceedings and copies of all motions, actions or proceedings in court following the award, shall be promptly filed with SAG-AFTRA.
- G. Nothing herein contained shall be deemed to give the arbitrator(s) the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.
- H. It is the policy of SAG-AFTRA not to process unduly late claims.
- I. Special Procedures for Allocation Disputes**

Prior to filing any arbitration pursuant to Section 8(G)(2) hereof, a request to meet and confer must first be made to facilitate conciliation of the dispute. Such meet and confer must commence and conclude within a reasonable period of time after the request. A demand for arbitration may be filed upon the completion of the meet and confer or after 30 calendar days following the request to meet and confer, whichever first occurs. In the event of an arbitration filed pursuant to Section 8(G)(2) hereof, the Union and the Producers waive their rights to a hearing and agree to submit the grievance to the arbitrator on written submissions.

Each party shall file its initial written submission within 10 days following designation of the arbitrator, each party providing a copy of its initial written submission to the other party within 3 days following submission to the arbitrator. Such submission will include the amount of the allocation to covered services the submitting party believes to be appropriate and such other facts and evidence that support the position of the submitting party. Each party shall thereafter have the right but not the obligation, to file a reply to the other party's initial written submission within 5 days of its receipt of the other party's initial written submission.

Upon the request of either party, the arbitrator may extend the time limitations of this subsection I at their discretion. Unless further written materials are requested by the arbitrator, no further submissions shall be permitted. Except as otherwise provided by this subsection I, such arbitration will be conducted in accordance with the provisions of this Section 59 and, to the extent not inconsistent, the Labor Arbitration Rules of the American Arbitration Association. With the exception of cases involving fraud or undisclosed conflict of interest, no proceeding to vacate an arbitration award issued pursuant to this subsection I shall be permitted.

Any decision of an arbitrator hereunder shall be final and binding upon all parties to the proceeding and judgment upon such award may be entered by any party in the highest court of the forum, State or Federal, having jurisdiction. The Union shall provide copies of all arbitration awards rendered under the Section I to Team Companies, Talent Solutions, LLC & Talent Direct, LLC c/o The Team Companies, Attn: Rori Floyd, 2300 Empire Avenue, 5th Floor, Burbank, CA 91504 and Extreme Reach, Attn: Sallie Weaver, 333 North Glenoaks Boulevard, Suite 300, Burbank, CA 91502.

60. NO STRIKE; NO LOCKOUT

- A. Provided the Producer complies with this Agreement, SAG-AFTRA will not strike against the Producer, as to Performers covered by this Agreement in the field covered by this Agreement. To the extent SAG-AFTRA has agreed not to strike, it will order its members to perform their contracts with the Producer. This and the following paragraphs shall apply

only to Producers who sign this Agreement. Producer and SAG-AFTRA agree that there will be no stoppage of work pending arbitration and award, and parties agree that all awards rendered will be binding upon them.

B. Rights and Duties of SAG-AFTRA Members and Producers

1. If, after the expiration or other termination of the effective term of this Agreement, SAG-AFTRA shall call a strike against any Producer, then each respective contract of members of SAG-AFTRA with such Producer shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such member of SAG-AFTRA shall incur no liability for breach of his or her respective contract by respecting such strike call, provided such member shall promptly, upon the termination of such strike, and on the demand of the Producer, perform as hereinafter in this paragraph provided, and the member shall be deemed to have agreed as follows:
 - a) That as to any program which is in production at the time any such strike is commenced, if the member has a contract to do such program, or if the member is under contract which permits him or her to be assigned to act in such program and has been so assigned, he or she will, after the termination of such strike and upon the request of the Producer, report to the Producer and perform services in such program at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike;
 - b) That the member will immediately, after the termination of such strike and upon the request of the Producer, execute a new contract on the same terms and conditions which were in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including option, equivalent to the unexpired term of the contract which was in effect when strike was commenced;
 - c) That the member will, in lieu of b., after the termination of such strike, at the option of the Producer, and upon its demand, execute an agreement in writing with the Producer extending the term or the period of such personal service contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

If the member shall fail to perform the foregoing, or if the member shall fail actually to finish services in the program mentioned in a., as provided in a. (except by reason of the member's death, physical disability, or default by the Producer), then the waiver of liability by the Producer heretofore given shall be null and void.

The member further agrees that the statute of limitations as a defense to any action by the Producer against the member for failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the member asserts any claim or defense by reason of the expiration of time during which the member can be required to perform services by virtue of any statute (such as the seven-year statute) which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Producer is ineffective thereupon, and the statute of limitations as to the Producer's rights is waived by the member automatically.

2. The automatic suspension provision of this Section shall not affect the Producer's right to sue any individual Performer for breach of contract arising during the period of such strike, unless such Performer shall have complied with his or her obligations under the provisions of this Section.
3. The provisions of this Section shall be deemed included in all contracts between Performers and Producer which are now in effect and all such contracts which shall be entered into during the effective term of this collective bargaining agreement.
4. SAG-AFTRA agrees that it will take such affirmative action as may be necessary and lawful in order to require its members to perform their respective obligations under the provisions of this Section.
5. Notwithstanding the expiration or other termination of the effective term of this collective bargaining agreement, by termination or otherwise, the provisions of this Section shall be and remain in full force and effect for a period of seven (7) years following the termination of any such strike, unless this covenant be sooner terminated by the written consent of Producer and SAG-AFTRA.

C. Right to Respect Picket Lines

The Company or Producer will not discriminate against any individual SAG-AFTRA Performer for refusal to cross a lawful picket line which is established at the premises of the Company or Producer as the result of a lawful strike, authorized by responsible officers having the right to do so (at the appropriate local, national or international level) of any member union of the AFL-CIO which has a collective bargaining agreement or is negotiating a collective bargaining agreement with the Company or Producer.

61. SAG-AFTRA'S ARTICLES AND BYLAWS

SAG-AFTRA agrees that if there is anything in its Articles of Incorporation or its Bylaws which

will prevent it from performing its obligations hereunder, it will take proper steps to amend such Articles or Bylaws so as to correct any such defect, and SAG-AFTRA further agrees that during the term of this Agreement it will not adopt any code for Performers or any amendment to its Articles or Bylaws which will be in conflict with its obligations under this Agreement. SAG-AFTRA states that its Bylaws provide that each of its members is bound by the provisions of this Agreement.

62. SEPARATE AGREEMENT AS TO EACH PRODUCER

- A. This agreement is a separate agreement as to each Producer, and is not joint and several, and shall be construed as a separate agreement between SAG-AFTRA and each Producer signatory hereto.
- B. This agreement may be executed in any number of counterpart originals, each counterpart to have the same effect as an original, or by letter accepting all terms and conditions hereof.
- C. This Agreement shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like shall succeed to, or become entitled to, a substantial part of the production business of any signatory. Each Producer agrees that its signature to this Agreement shall likewise bind subsidiary and controlled companies engaged in the production of programs to terms of this Agreement.

63. EXISTING CONTRACTS MODIFIED

Each Producer agrees, for the benefit of SAG-AFTRA and all Performers employed by any Producer, directly or indirectly, that existing contracts with all Performers are hereby modified in accordance herewith, but no terms and conditions now had by any such Performers which are more favorable to such Performers than the terms and conditions herein specified, shall be deemed so modified. If there are any other contracts between or among the Producers to this Agreement or with SAG-AFTRA or any members of SAG-AFTRA, which require Performers to work under terms and conditions less favorable to such Performers than this Agreement, then notwithstanding any such contracts, it is agreed that this Agreement shall, nevertheless, apply for the benefit of all such Performers and of SAG-AFTRA.

64. PURPOSES OF CODIFICATION; SAVING CLAUSE; TITLE

- A. The purpose of this Codified Agreement is to present in a more convenient and usable form the effective provisions contained in the 2022-2025 SAG-AFTRA Corporate/Educational & Non-Broadcast Contract as modified by the extension thereto without in any manner changing the intent or meaning of said provisions.

- B.** In the event that SAG-AFTRA or any Producer shall discover that any effective provision contained in the foregoing Agreement has been unintentionally omitted from this codification, such party may request its inclusion herein; SAG-AFTRA and the Producer agree to discuss promptly the request and if they determine that the provision was unintentionally omitted then the parties agree to include such provision in this codification.

65. RULES OF CONSTRUCTION

- A.** The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning, and not strictly for or against SAG-AFTRA or the Producer. Unless otherwise specifically defined herein, the terms used shall be given their common meaning in the Corporate/Educational and Non-Broadcast industry.
- B.** The heading of sections or subsections and the index are not a part of this Agreement and shall not be construed as altering the meaning of the text of this Agreement.
- C.** If any portion of this Agreement shall be held illegal, such portion shall be ineffective; but, if such portion is a major provision of this Agreement, either party may thereupon terminate this Agreement on ninety (90) days written notice to the other party.

D. Restructuring and Simplification of the Contract

In order to streamline the contract and make it more “user friendly”, both parties have agreed to meet during the term of the contract to discuss and implement changes by updating/clarifying outdated language and amending existing language to more adequately reflect the current business practices. Both parties understand that such changes may include the addition or elimination of Producer obligations or Performer protections. The parties will establish a mutually agreeable procedure to implement this agreement.

66. SERVICE OF NOTICE

Any notice which either party may desire to serve upon the other may be served personally upon a corporate officer of such party, or by registered mail, postage prepaid, addressed to such party at its principal place of business.

67. FINANCIAL ASSURANCES

SAG-AFTRA may, in its discretion, require financial assurances in the form of a bond, cash deposit, certified checks or in any other appropriate form, where it appears to SAG-AFTRA to be necessary for the protection of the Performers employed by Producer.

68. RIGHT TO TERMINATE; UNFAIR LIST

Nothing in this Agreement shall preclude the right of SAG-AFTRA to terminate this Agreement and declare a Producer unfair when such Producer, knowingly and intentionally, breaches its obligations under this Agreement; such as, by way of example and not by way of limitation, where a Producer fails to pay compensation owing to Performers employed by it where there is no bona fide controversy as to the obligation owing.

69. LIMITATION ON LIABILITY

SAG-AFTRA is a corporation. Nothing in this Section shall enlarge the liability of its officers, directors, agents, employees, and members, this Section being an additional limitation thereon. SAG-AFTRA will not be held liable for unauthorized acts of its officers, agents, directors, employees, or members; neither SAG-AFTRA nor its officers, directors, agents, employees, or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slowdown, or work stoppage unless the same be authorized by SAG-AFTRA in accordance with its Constitution, but the foregoing exemption of this sentence shall not apply unless SAG-AFTRA, upon request from the Producer affected thereby, shall proclaim promptly and publicly that such strike, slowdown, or work stoppage is unauthorized, and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Producer affected, with disciplinary proceedings in accordance with its Constitution against the participants in such unauthorized action.

70. RECOGNITION, RULES AND REGULATIONS

- A.** The bargaining unit is a national unit. Said bargaining unit is without prejudice to either party. Producer recognizes SAG-AFTRA as the exclusive collective bargaining agent for all Performers and agrees that during the term of this Agreement all Performers employed or otherwise engaged for Non-Broadcast programs directly or indirectly or through agents or representatives will become members of SAG-AFTRA in good standing.
- B.** Producer further recognizes that members of SAG-AFTRA must abide by SAG-AFTRA's Constitution and Bylaws, Rules and Orders, and obligations thereof, and that the engagement is subject to such rules. SAG-AFTRA agrees it has no present rule, requirement or obligation upon its members, and during the term of this Agreement will make no future rule, requirement or obligation which is in derogation of this Agreement. SAG-AFTRA agrees not to impose unreasonable entrance fees or dues upon its members.

71. LOAN-OUTS / AUDITS / ADHERENCE TO HEALTH AND RETIREMENT PLANS

(See Section 8.G. Contributions to SAG-AFTRA Health Plan and AFTRA Retirement Fund.)

72. TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT

Upon the sale, transfer, assignment or other disposition by Producer of any program produced by it hereunder, the Producer shall not be responsible to SAG-AFTRA or to any SAG-AFTRA members for any payments thereafter due with respect to the use of such programs or for a breach or violation of this Agreement by such transferees, if SAG-AFTRA approves the financial responsibility of such transferee in writing, and if the Producer in its agreement with such transferee has included a provision substantially in the following form:

_____ (name of transferee) hereby agrees with _____ (name of Producer) that all programs covered by this Agreement are subject to the 2022-2025 SAG-AFTRA Corporate/Educational & Non-Broadcast Contract. The said transferee hereby agrees expressly for the benefit of SAG-AFTRA and its members affected thereby to make all payments of fees as provided in said Contract and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to SAG-AFTRA Health Plan and AFTRA Retirement Fund required under the provisions of said Contract with respect to any and all such payments and to comply with the provisions of said Contract with respect to the use of such program and required records and reports. It is expressly understood and agreed that the rights of transferee to use such program shall be subject to and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Contract and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.

The Producer agrees to give written notice by mail, to SAG-AFTRA of each sale, transfer, assignment or other disposition of any program which is subject to this Agreement, within thirty (30) days after the consummation of each sale, etc., and such notice shall specify the name and address of the purchaser, transferee or assignee, and to deliver to SAG-AFTRA a copy of the agreement with the purchaser, transferee or assignee.

- A.** Where a Producer produces a program hereunder for a client signatory to this Agreement or a Letter of Adherence hereto:

1. The client shall guarantee payment of the applicable daily base pay or fee for such program;
2. The client shall make all payments of fees and otherwise comply with this Agreement with respect to such program;
3. The Producer shall not be responsible to SAG-AFTRA or any SAG-AFTRA members for any payments of fees or for any breach or violation of this Agreement by the client; and
4. The agreement set forth in subsection A. of this Section need not be obtained

73. INDUSTRY-UNION STANDING COMMITTEE

The Standing Committee shall consist of five (5) Industry representatives and five (5) Union representatives. Three (3) Industry and three (3) Union representatives may act as the Committee. The Committee shall meet from time to time upon request of either party and may establish such regular meetings as it deems proper. The Committee shall have the following functions:

- A. To discuss, investigate and make recommendations as to the solution of problems arising in the construction, interpretation and administration of this Agreement and as to any abuses or grievances, which arise during the term hereof affecting Performer-Producer relationships generally and for which no remedy is provided hereunder;
- B. To make every effort to prevent and remedy abuses arising under this Agreement to eliminate tensions; to promote cooperation and to assist in a mutual understanding of the problems of employer and employee;
- C. To discuss, investigate and make recommendations with respect to any and all other matters affecting the operation and application of this Agreement and which will aid in promoting harmonious Performer-Producer relationships;
- D. To consider any cases of inequity brought to its attention arising out of contracts for the performance by the Performer of additional services other than in programs or the method of contracting therefore;
- E. To review, revise and promulgate report forms and other records appropriate to carry out the purposes and provisions of this Agreement;
- F. To arrange the provisions of this Agreement to place them in a more functional and convenient order;
- G. To study the problems of implementation in connection with insuring against liability arising out of injuries to persons or property during performance;

- H. To study and investigate problems arising out of independent casting agencies; and
- I. To resolve any disputes over Background Actor sanitary provisions on set or location.

74. CONTRACT INCORPORATED IN PERFORMERS' INDIVIDUAL CONTRACTS

- A. The applicable provisions of this Agreement shall be deemed incorporated in the individual contract of employment between Producer and each Performer. Every contract (whether written or oral) between Producers under this Agreement and any Performer shall be deemed to contain the following clauses:

"Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto:

1. That they are bound by all the terms and provisions of the SAG-AFTRA Corporate/Educational & Non-Broadcast Contract.
 2. That should there be any inconsistency between said contract and the valid rules and regulations enacted by SAG-AFTRA not in derogation thereof, this Contract shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in said contract which are more favorable to members of SAG-AFTRA than the terms, compensation and conditions provided for in said SAG-AFTRA Corporate/Educational and Non-Broadcast.
 3. That the Performer is covered by the provisions governing SAG-AFTRA Health Plan and AFTRA Retirement Fund.
 4. All disputes and controversies of every kind and nature arising out of or in connection with this Agreement shall be determined by arbitration in accordance with the procedure and provisions in Section 59. of the SAG-AFTRA Corporate/Educational and Non-Broadcast Contract."
- B. No waiver by any Performer of any terms of this Agreement shall be requested of the Performer or become effective unless the consent of SAG-AFTRA is first obtained. Such consent may be oral, but SAG-AFTRA agrees that all oral waivers will be confirmed in writing by it. Whenever the Producer is entitled to a waiver, SAG-AFTRA agrees to issue the same without cost.

75. INDEMNIFICATION

- A. Subject to the provisions of subsections E., F., and G. hereof, in the event any other member of the cast, production staff, crew or any other person, firm or corporation shall suffer

injury to his or her person and/or property, of any kind whatsoever by reason of, or as a result of, the performance by any Performer or Stunt Performer (hereinafter in this paragraph called "Performer") of a stunt or act in the course and scope of employment under this Collective Bargaining Agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the Performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the Performer may for any cause at any time sustain or incur an injury by reason of such performance. In the event legal action is taken against the Performer, either jointly with the Producer or alone, the Producer shall at its own cost and expense and without undue delay provide the defense of the Performer in all such litigation.

- B.** In any instance where a Stunt Coordinator is engaged pursuant to the requirements of this Agreement, the Stunt Coordinator acting in the course and scope of the Coordinator's employment shall be entitled to indemnification in the same manner and to the same extent as a Principal Performer or Stunt Performer pursuant to A. above, subject to the following:
1. The indemnification of a Stunt Coordinator shall be provided only by the production house or such other party who directly engages the Stunt Coordinator.
 2. Nothing herein contained shall be construed or used by any party as a basis for asserting whether or not Stunt Coordinators perform services covered by this Agreement.
- C.** In the event any legal action in the courts or before Administrative Agencies results by reason of or as a result of, any material or action of a Performer included in a program in the scope and course of employment under this Collective Bargaining Agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the Performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the Performer may for any cause at any time sustain by reason of such performance. In the event legal action, in the courts or administratively is taken against the Performer either jointly with the Producer or alone, Producer shall at its own cost and expense and without undue delay provide the defense of the Performer in all such litigation.
- D.** The indemnity provided for in subsections A., B., and C. above shall be limited to actions of the Performer taken pursuant to the direction, control or request of the Producer or the Producer's designee, or material provided to the Performer by the Producer or his designee. The Performer shall similarly indemnify the Producer against any liability, loss, damages and costs, including reasonable counsel fees, which the Producer may at any time sustain or incur by reason of action taken by the Performer contrary to the direction of the Producer or outside the course and scope of employment or by reason of any fraudulent material provided by the Performer.

- E.** The indemnitee shall notify the indemnitor promptly in writing in case knowledge shall come to the indemnitee of any claim or litigation arising out of such performance and thereafter deliver to the indemnitor every demand, notice, summons, complaint or other process received by the indemnitee or indemnitee's representative relating thereto.
- F.** The indemnitor shall have the right to assume full and complete control of the defense of any claim or action. The indemnitee shall cooperate fully in the defense so provided by indemnitor of such claim or action, and upon the indemnitor's request, shall attend hearings and trial and, whenever possible, assist in 1) securing and giving evidence; and 2) obtaining the attendance of witnesses at such hearings and trials.
- G.** The indemnitee shall not make any settlement or compromises of any such claim or litigation without the prior written consent of the indemnitor. Any settlement or compromise by the indemnitee without indemnitor's prior consent of any such claim or litigation shall nullify indemnitor's obligation under subsections A., B., or C. above.
- H.** If the indemnitee has reason to believe that any indemnitor does not have financial resources sufficient to cover its indemnity under this Agreement, then the indemnitee may require that insurance be provided so as to cover any reasonable liability which the indemnitor may incur. When the indemnitee is a Performer, SAG-AFTRA may act on the Performer's behalf in making a reasonable determination of financial responsibility.
- I.** Nothing herein contained shall be construed to: 1) deprive indemnitor of any lawful defense to such claim or action including the defense that such claim arose by reason of indemnitee's acts outside the scope of the indemnitee's employment; or 2) expand Producer's liability to any person under the applicable Worker's Compensation Law.

76. PRODUCER, SAG-AFTRA AND PERFORMER RESPONSIBILITY

- A.** It shall be the responsibility of the Producer faithfully to perform all its obligations hereunder, including but not limited to the employment of Performers, Professional Recognition - Preference of Employment provisions, Union Security provisions, prompt payment of the rates as herein provided, and the prompt and timely payments of the appropriate use fees.
 - 1.** The Producer agrees that:
 - a)** It will not enter into any agreement with or employ any Performer for programs covered herein, upon terms and conditions less favorable to the Performer than those set forth in this Agreement.
 - b)** No waiver by any Performer of any provisions of this Agreement shall be effective unless the written consent of SAG-AFTRA to such waiver is first

obtained.

- c) Nothing in this Agreement shall be deemed to prevent any Performer from negotiating for and/or obtaining better terms than the minimum terms provided for herein.
 - d) The acceptance of payment or other consideration in money, by check, or in any other form, by a member of SAG-AFTRA, for any work or services under this Agreement, shall not be deemed a waiver by such SAG-AFTRA member, nor constitute a release or discharge by the Performer of such SAG-AFTRA member's rights either under this Agreement, or under any agreement for additional compensation or contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases shall be null and void as far as any SAG-AFTRA member is concerned unless SAG-AFTRA's prior written approval is first obtained.
 - e) It is the essence hereof that a Producer will not evade, circumvent or violate, or seek to evade, circumvent or violate this Agreement or any part thereof either directly or indirectly, nor will the Producer knowingly permit such evasion, circumvention or violation by any controlled, allied or affiliated firm, corporation or person.
- B.** It shall be the responsibility of SAG-AFTRA faithfully to observe its obligations under this Agreement, to encourage observance by its members, and to take appropriate disciplinary action against any member who knowingly or willfully violates this Agreement and the terms of the member's employment agreement when charges of such violations are filed by an aggrieved Producer. In no way does the above derogate from any right which the Producer, SAG-AFTRA or the Performer may have to seek separate redress for any breach.

SAG-AFTRA will undertake to notify and inform its franchised agents of the mutual responsibility set forth herein and to encourage their adherence thereto in their relationship with Performers and Producers.

77. NOTICES TO PERFORMERS

All notices which the Producer desires or is required to send to a Performer shall be sent to not more than two (2) addresses which the Performer may designate, one of which shall be the address which the Performer designates for the sending of payments on the standard employment contract. The standard form contract shall provide a place for inserting the address to which notices shall be sent to Performer and to Producer. Performer and Producer shall notify each other in writing of any changes of address from those specified on the standard employment contract.

78. CONTRACT BINDING

With respect to programs produced within the jurisdiction of SAG-AFTRA, this Agreement shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignments or the like shall succeed to or become entitled to a substantial part of the production business of any signatory. Each Producer agrees that its signature to this Agreement shall likewise bind domestic subsidiaries and Producers engaged in the production of programs within the jurisdiction of SAG-AFTRA (including "House Agencies" of client signatories).

79. SEPARABILITY

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operations to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be our intent that this Agreement would have been accepted even if such invalid provisions had not been included. All terms and conditions of this Agreement are separable.

80. UNION STANDARDS

- A.** Producer will not engage either in the production of a program or any part thereof (including film footage or sound track) as to which one or more Principal Performers is employed by a person not signatory to this Agreement or a Letter of Adherence hereto (a "nonsignatory") or acquire a Non-Broadcast program or any part thereof as to which one or more Principal Performers were employed by a non-signatory, unless, in each case, the Producer determines, after reasonable investigation, that such Principal Performers have been and will be either 1) afforded the wages, hours, working conditions and other economic benefits provided in this Agreement or 2) afforded wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to such non-signatory. The Producer shall, upon written request from SAG-AFTRA, report to SAG-AFTRA the name of such non-signatory, the number of programs to be recorded and other pertinent data to enable SAG-AFTRA to administer this Agreement.
- B.** If Producer obtains an agreement substantially in the form below from such non-signatory, Producer shall be deemed to have observed the provisions of subsection A. of this Section.

It is hereby agreed by _____ (name of non-signatory employer) that all Performers as defined in the 2022-2025 SAG-AFTRA

Corporate/Educational & Non-Broadcast Contract be afforded either 1) the wages, hours, working conditions and other economic benefits provided in said Contract; or 2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to _____
(name of non-signatory Producer).

- C. In addition to any other remedies at law or under this Agreement, SAG-AFTRA reserves the right to terminate the Letter of Adherence of any Producer who fails to observe the provisions of subsection A. of this Section, unless such failure is isolated or inadvertent.
- D. The parties to this Agreement acknowledge and agree that the purpose and intent of this Section is to ensure that no Producer will be economically motivated to have a Non-Broadcast program or any such part thereof produced by, or to acquire a Non-Broadcast program or any such part thereof from, a non-signatory which incurs economic costs with respect to the employment of Principal Performers on such Non-Broadcast program or part thereof which are not substantially equivalent to the economic costs which would have been incurred by the Producer had it employed such Principal Performers. This Section shall be construed and enforced in accordance with such purpose and intent.

81. EVASION OF RESPONSIBILITY

Producer agrees it will not (for the purpose of evading performance under this Agreement):

- A. Sublet or transfer responsibility hereunder to any third person;
- B. Transfer its operations to any other place of origin, territory or locations for the purpose of defeating or evading this Agreement;
- C. Knowingly use, lease or authorize others to use such program material for any purpose or in any manner other than as permitted by this Agreement; or
- D. Use the terms of this Agreement for the purpose of defeating or evading the terms and conditions of the AFTRA National Code of Fair Practice for Commercial Recorded Broadcasting, , or the SAG-AFTRA National Code of Fair Practice for Network Television Broadcasting, or the SAG-AFTRA Commercials or Audio Commercials Contracts, as presently applied (or any agreement in modification or extension thereof or in substitution therefor).

82. UNION LABEL

In the event any program made under this Agreement includes a union label, SAG-AFTRA shall have the right to have its label incorporated in all prints and copies.



CORPORATE/EDUCATIONAL & NON-BROADCAST CONTRACT

Standard Employment Contract

Artist Cannot Waive Any Portion of the Union Contract Without Prior Consent of SAG-AFTRA

This Agreement made this ___ day of ___, 20___

between ___ (Signatory Producer) and ___ (Performer).

1. SERVICES: Producer engages Performer and Performer agrees to perform services portraying the role of ___ in a program tentatively entitled ___ on behalf of ___ (Client). Services to be performed in (please indicate City and State): ___

2. CATEGORY: Indicate the initial, primary use of the program. 3. NUMBER OF CLIENTS: Indicate the number of clients for which program will be used. [] Category I (Educational/Training) [] Category II (Includes Category I) [] Single Client [] Multiple Clients

4. TERM: Continuous period commencing ___, 20___ and continuing until completion of the role.

EXCEPTION (Day Performers only) - May be dismissed and recalled (without payment for intervening period) provided Performer is given a firm recall date at time of engagement. If applicable, Performer's firm recall date is: ___, 20___.

5. COMPENSATION: Producer employs Performer as: [] On-Camera [] Off-Camera [] On-Camera Narrator/Spokesperson

- [] Day Performer [] 1/2 Day Performer (restricted terms) [] Singer Solo/Duo [] General Background Actor
[] 3-Day Performer [] Dancer, Solo/Duo [] Singer, Group [] Special Ability Background Actor
[] Weekly Performer [] Dancer, Group [] Singer, Step Out [] Silent Bit Background Actor

At the salary of: On-Camera \$ ___ per Day 3-Days Week [] [] []

Off-Camera \$ ___ for first hour, \$ ___ for each additional half-hour.

PRODUCER MUST MAIL PAYMENT NOT LATER THAN THIRTY (30) CALENDAR DAYS FOLLOWING THE DAY(S) OF EMPLOYMENT.

6. WEEKLY CONVERSION RATE: See Section 19.B.5 of the Agreement for details (Day Performers or 3-Day Performers only).

The Performer's weekly conversion rate is: \$ ___ per week.

7. PAYMENT ADDRESS: Performer's payment shall be sent to:

[] Performer at W4 address; [] OR Sent c/o: ___ Attn: ___

[Upon SAG-AFTRA's request, performer's payment shall be sent to the appropriate SAG-AFTRA office in the city nearest recording site.]

8. ADDITIONAL COMPENSATION FOR SUPPLEMENTAL USE: Producer may acquire the following supplemental use rights by the payment of the indicated amounts. (Check appropriate items below.) See Section 9 of Agreement for details of payment.

Table with 3 columns: % of Total Applicable Salary when paid u, Within 90 Days of Session, Beyond 90 Days of Session. Rows include Category II use, Basic Cable Television, Non-Network Television, Theatrical Exhibition, Foreign Television, Sale and/or Rental, Integration and/or Customization, Package rights, Network Television, Pay Cable Television, Audio Only Programs, Sale or Rental to General Public, and Programs for Government Service.

9. WARDROBE FURNISHED BY PERFORMER - Fee covers use of wardrobe for: PRINCIPAL - 2 days; EXTRA - 1 day.

PRINCIPAL: If required to bring one change and wears it, pay fee; if not worn, no fee is due. If required to bring more than one change, pay fee for each change even if not worn. EXTRA: Pay fee for each change Extra is required to bring.

Minimum Fees: Day Wear (Principal)/1st Change (Extra): ___ x \$19 = \$ ___; 2nd + Change (Extras Only): ___ x \$6 = \$ ___; Black Tie/Specialty: ___ x \$29 = \$ ___

10. Special Provisions:

[] Spanish language

11. GENERAL: All terms and conditions of the SAG-AFTRA Corporate/Educational & Non-Broadcast Contract shall be applicable to such employment.

Producer: ___ Signature Performer: ___ Signature - (if minor, Parent's or Guardian's signature)

By: ___ Soc. Security #: ___ Phone: ___

Address: ___ Address: ___

Email / Phone #: ___ Email (Optional): ___

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SAG-Producers Pension Plan | AFTRA Retirement Fund
 All Information Must be Completed for Processing

Remit to SAG-AFTRA Health Plan and:

- SAG-Producers Pension Plan
- AFTRA Retirement Fund

- Category I
- Category II

Select Contract:

- Corporate/Educational
- Interactive
- Radio Program
- Audiobooks

Plan Code # _____
 Signatory Employer _____
 Street Address _____
 City/State/Zip _____
 Telephone _____
 Email _____

Project Title _____
 SAG-AFTRA Production ID _____
 SAG-AFTRA Agreement _____
 Product/Subject (if applicable) _____
 Advertiser/Client (if applicable) _____
 Session Residual Deferred
 Start Date of Principal Photography _____
 Payroll End Date _____

List only the covered employees employed during the above indicated week who worked under SAG-AFTRA jurisdiction and for whom contributions are due the pension and health plans.

(For additional covered employees see reverse)

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
Category	<input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input type="checkbox"/> Choreographer <input type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)			

Late Penalty: Payments and reports received over 30 days after the due date will be assessed liquidated damages and/or interest.

Total gross compensation subject to contributions \$ _____
 Employer's contribution @ _____ % of gross compensation \$ _____
 Liquidated damages if applicable @ _____ % \$ _____
 Make check payable to: SAG-AFTRA Health Plan Check No. _____
 P.O. Box 54867, Los Angeles CA 90054 Phone (818) 973-4472

Signature _____ Name _____ Title _____ Date _____

If you have questions about this form contact the SAG-AFTRA Health Plan at (818) 973-4472 or employercontributions@sagaftraplans.org

For contract rates, visit www.sagaftraplans.org/rates

Additional Covered Employees

List only the covered employees employed during the above indicated week who worked under SAG-AFTRA jurisdiction and for whom contributions are due the pension and health plans.

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
Category	<input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input type="checkbox"/> Choreographer <input type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)			

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
Category	<input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input type="checkbox"/> Choreographer <input type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)			

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
Category	<input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input type="checkbox"/> Choreographer <input type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)			

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
Category	<input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input type="checkbox"/> Choreographer <input type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)			

Social Security Number	Original Dates Worked	Name <i>Last, First, Middle</i>	Length of Each Program	Reportable Gross Compensation
Category	<input type="checkbox"/> On-Camera Principal <input type="checkbox"/> Off-Camera Principal <input type="checkbox"/> On-Camera Narrator <input type="checkbox"/> Silent Bit Actor <input type="checkbox"/> Non-Principal <input type="checkbox"/> Contractor <input type="checkbox"/> Background <input type="checkbox"/> Choreographer <input type="checkbox"/> Special Ability Actor <input type="checkbox"/> Solo-Duo <input type="checkbox"/> Group Singer (3 or more)			

If you have questions about this form contact the SAG-AFTRA Health Plan at (818) 973-4472 or employercontributions@sagaftraplans.org

For contract rates, visit www.sagaftraplans.org/rates

1900 Broadway, 5th Floor
 New York, NY 10023
 (212) 532-0800

One East Erie, Suite 650
 Chicago, IL 60611
 (312) 573-8081

5757 Wilshire Blvd., 7th Floor
 Los Angeles, CA. 90028-3689
 (323) 634-8100

Members are responsible for filing their own Member Reports, or making certain that one is filed on their behalf, in New York, Chicago, or Los Angeles (address above), or the nearest local SAG-AFTRA office. Failure to file for each engagement will subject you to a fine for each such offense. Performer must initial opposite name if SAG-AFTRA Reporter is designated.

Date of Engagement:	Studio:	Studio Address:
Employer:	Employer's Address:	Telephone Number:
Title of Program:		
Fee to be paid by:		
Type of Recording <input type="checkbox"/> Category I <input type="checkbox"/> Category II		
(Corporate, instructional, educational, sales promotion, amusement, entertainment, IVR, store/phonecasting, other)		

ADDITIONAL INFORMATION:			
<input type="checkbox"/> Doubling	Wardrobe Fitting	Travel Time to:	Travel Time from:
<input type="checkbox"/> Multiple Tracking	Date:	Date:	Date:
<input type="checkbox"/> Sweetening	From:	Time Left:	Time Left:
<input type="checkbox"/> Explain:	To:	Time Arrived:	Time Arrived:

SOCIAL SECURITY NUMBER	PERFORMER	ARTIST TO INITIAL	CAMERA		HOURS EMPLOYED			NO. OF PRODUCTIONS	TYPE OF PERFORMANCE	WARDROBE FURNISHED BY ARTIST?		WILL AGENT'S COMMISSION BE PAID?	
			ON	OFF	FROM	MEAL	TO			YES	NO	YES	NO

The information in this Memorandum is obtained from the contract or contracts, verbal or written, which the undersigned employer has entered into with the members of SAG-AFTRA whose names are listed hereon.

EMPLOYER: _____
 Signature of Employer or
 Employer Representative: _____

* KEY TO TYPE OF PERFORMANCE

SAG-AFTRA Performer: _____
 Performer's
 Phone Number: _____ Date: _____

P	Principal	SB	Silent Bit
N	Narrator	S	Solo-Duo
NP	Non-Principal	G	Group Singer (3 or more)
BA	Background Actor	C	Contractor

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Corporate/Educational & Non-Broadcast Contract
ALLOCATION GUIDELINES

These Guidelines are intended to assist Producers and Performers in determining appropriate allocations between covered and non-covered services as required pursuant to Section 8(G) of the Corporate/Educational & Non-Broadcast Contract.

These Guidelines provide an important indication to Producers regarding those situations in which contributions to the AFTRA Retirement Fund and SAG-AFTRA Health Plan may be considered by SAG-AFTRA to be inadequate. In those situations, Producers will therefore have an opportunity to bring to SAG-AFTRA's attention circumstances that a Producer believes warrants different contribution levels. In making the allocation, if a Producer believes that the application of these Guidelines is inappropriate in a particular situation, or has questions about the application or appropriateness of the Guidelines in a particular situation, the Producer may bring those concerns to the attention of SAG-AFTRA and Producers. In particular in the case of music tour contracts, or race car driver endorsement contracts meriting special consideration, Producers may wish to contact SAG-AFTRA and Producers.

Provided a Producer allocates in accordance with the following Guidelines, such allocation shall be rebuttably presumed to be proper in any proceeding brought to challenge such allocation under Section 59(I) of the Corporate/Educational & Non-Broadcast Contract. These Guidelines are also subject to the provisions of Section 8(G) of this Corporate/Educational & Non-Broadcast Contract.

- A. 100% of contract amount is reportable where compensation paid is solely for covered services.
- B. A 30% allocation for a multi-service contract where a performer's services covered under the Corporate/Educational & Non-Broadcast Contract are involved with non-covered services. This allocation also applies where no programs covered under the Corporate Educational & Non-Broadcast Contract are produced or used in a given period but the Producer has a right to do so. Notwithstanding the foregoing, in the event the performer's principal source of income in the entertainment industry is derived from modeling services, the allocation may be 30% for such contracts.
- C. In lieu of any other allocations provided herein, 30% allocation for a multi-service contract of currently active or inactive athletes who endorse a product/brand with which they are strongly associated and who generally wear the corporate logo/image on their clothes or equipment or who have product lines or other collateral merchandise associated with their endorsement. This allocation does not apply to athletes promoting products that are unrelated to their sport. Guideline B would be applicable in those cases.

- D. In lieu of any other allocations provided herein, 30% allocation for programs used exclusively outside the United States.
- E. In lieu of any other allocations provided herein, 30% allocation for a performer in a program that promotes, or educates about, products or product lines which the performer has had an active role in developing and features the performer's name or image in the product, product line, or collateral merchandise.
- F. In lieu of any allocations provided herein, where compensation is comprised, in part, of royalties or stock, 30% of any upfront non-refundable guarantee to performers appearing in programs for products or product lines, where performers have a financial interest in the sale of products or product lines, and other non-covered services are involved.
- G. Where multi-service contracts include services covered by both the Corporate/Educational & Non-Broadcast Contract and either or both of the SAG- AFTRA Commercials Contracts, which services under the SAG-AFTRA Commercials Contract(s) are of more than minor value relative to the services covered by the Corporate/Educational & Non-Broadcast Contract, the allocation provisions, contribution rate and applicable cap in the applicable Commercials Contract shall apply, otherwise the Corporate/Educational & Non-Broadcast Contract allocation provisions and contribution rate shall apply. (See Section 8.A.)

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Confidentiality Agreement”) is entered into by and between _____ (the “Company”), on the one hand, and _____ (“Auditors”) and the AFTRA Retirement Fund and SAG-AFTRA Health Plan (“the Funds”), on the other hand, with respect to Auditor’s payroll compliance review of the Company’s books and records on behalf of the Funds for the period _____, _____ through _____, _____.

As a condition of Company making its books and records available to the Auditors for the purposes of the Audit, the Auditors and the Funds hereby agree to treat confidentially and limit access to all information contained therein and otherwise furnished by Company in connection with the Audit. The Auditors and the Funds further agree to treat confidentially and limit access as described below, to any and all documents, records, analyses, compilations, studies, reports, and other materials prepared by the Auditors in whole or in part from the information furnished by Company in connection with the Audit or which contain, mention, or reflect any such information.

The Auditors and the Funds agree that such information and materials shall not be disclosed to any party except: (i) to the Auditors and the Funds, and SAG-AFTRA, their respective directors, officers, agents, employees, and attorneys in their capacities such as, on a need-to-know basis only, solely in connection with the Audit, provided that the foregoing parties shall be bound by the provisions hereof; (ii) to the extent necessary to comply with law or legal process, in which event Company shall receive sufficient advance written notice of such proposed disclosure so as to object and/or request that the information or materials receive confidential treatment, and the Auditors and the Funds shall use reasonable efforts to ensure confidential treatment of the information or materials subject to disclosure; and (iii) in any action by the Funds arising out of the Audit, provided Company is given advance notice by the Funds of their intent to offer such information or materials in such action and the opportunity to object and/or request that the information or materials receive confidential treatment.

The Auditors and the Funds acknowledge that Company may be entitled to injunctive and other equitable relief, in addition to any and all legal remedies, in the event of a breach or threatened breach of this Agreement.

The Auditors and the Funds agree to inform each of its respective employees, agents, or other representatives conducting or otherwise connected with the Audit of the foregoing requirements and to take reasonable steps to obtain their compliance with the terms hereof.

This Agreement shall not be construed as establishing any precedent with respect to any requirement for confidentiality agreements in any future audit. The Funds hereby expressly reserve their position

that a confidentiality agreement is not a precondition for access to records under the applicable collective bargaining agreement. Company hereby expressly reserves its position that a confidentiality agreement is a precondition for access to records under the applicable collective bargaining agreement.

IN WITNESS THEREOF, this Confidentiality Agreement has been executed and delivered by the individual parties hereto in their respective names by their duly authorized officers or Representatives.

By: _____

By: _____

Name/Title

Name/Title

Company

Company



November 1, 2019

Mr. Lee Gluckman
Producers Group, LTD
713 S. Pacific Coast Highway, Suite B
Redondo Beach, CA 90277-4233

RE: Digital Manipulation of Soundtrack and/or Image

Dear Lee:

During the 2019 Corporate/Educational & Non-Broadcast Contract negotiations, the parties discussed the advent of technologies that allow the digital manipulation of voices and images to produce new performances. The Union voiced its concerns that these technologies could be used to cause performers to speak lines that they did not in fact speak during the actual performance and/or engage in actions that they did not in fact engage in during the actual performance.

As a result of the discussion, the parties agreed that when a performer is engaged to work under the Corporate/Educational & Non-Broadcast Contract, they are not agreeing to allow their audio and/or visual performance to be used as the input for constructing a digitally-generated performance. The parties also understand, however, that performances have been edited and may continue to be edited as they traditionally have been by, for example, reordering soundtrack and/or photography; adjusting timing, speed, pitch and volume; and correcting minor errors in delivery that do not substantially change the performance. Digital manipulation that causes performers to deliver lines and/or engage in actions outside of what the performer actually performed, however, are not within the scope of services to which the performer has agreed when engaged under this Corporate/Educational & Non-Broadcast Contract.


In the event that Producer wishes to engage a performer in order to digitally manipulate the resulting image and soundtrack to generate a new or substantially modified performance, the Producer should contact the Union and the Union and the Producer will negotiate in good faith for appropriate terms to cover those services. The parties also agree that this is an evolving area that should be the subject of ongoing dialogue and consideration by the parties.

Very Truly Yours,

ACCEPTED and AGREED

SAG-AFTRA, INC.

By: 
Ray Rodriguez
Chief Contracts Officer

By: 
Lee Gluckman
Producers Group, LTD

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