

**AFTRA & SAG  
SAN DIEGO LOCAL CODE FOR  
TELEVISION AND RADIO  
COMMERCIALS**

**(Expires on **October 29, 2008**)**

**AMERICAN FEDERATION OF TELEVISION AND RECORDING ARTISTS**

**5757 Wilshire Blvd.**

**Los Angeles, CA 90036**

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**SCREEN ACTORS GUILD**

**5757 Wilshire Blvd.**

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The AFTRA & SAG San Diego Local Code for Television and Radio Commercials, *waiver to the AFTRA and SAG National Commercial Contracts* for Television and Radio Commercials (hereinafter referred to as “The Local Code”) contains the minimum rates, terms, fees and conditions established for the employment of AFTRA and/or SAG Talent for Radio and Television Commercials that are produced *entirely* in San Diego or Imperial County (*No Phone Patches*), and will be aired *only* within San Diego and/or Imperial County.

Should you not find a rate or provision listed, you will need to consult the 2003 AFTRA Television Recorded Commercials Contract, 2003 Radio Recorded Commercials Contract or the Screen Actors Guild 2003 Commercial Contract for clarification.

## 1. GEOGRAPHICAL LIMITATION

The Local Code shall apply to Work performed and used entirely within the geographical limits of San Diego and/or Imperial County.

## 2. PAYMENT

- A. Payments to Performers under the Local Code constitute wages and as such are subject to federal and state income tax withholding, social security, unemployment and State of California Disability Insurance (SDI) taxes as required by law. Prior to, or at the session, the Signatory agrees to furnish each Performer with a statement specifying the name of the Signatory, the period covered by the statement, the dates of performance or use, the amount of base payment, and all other pertinent information that is required by law.
- B. Payment of all applicable fees is due and payable within 30 calendar days of each session or reuse. The method of submitting payment is dependent on whether the project is AFTRA or SAG:

### **AFTRA –**

Payment for all performers shall be by check made payable to the Performer and mailed to: *The San Diego Office of AFTRA (5757 Wilshire Blvd. Los Angeles, CA 90036).*

### **SAG –**

Payment for all performers shall be by check made payable to the Performer and mailed to: *Screen Actors Guild (5757 Wilshire Blvd., Los Angeles, CA 90036 Attn: Hrair Messerlian, San Diego Executive Director).*

**No payments for AFTRA or SAG work are to be sent directly to the Talent or his/her agent.**

## 3. REUSE

- A. Compensation to Performers is based both on the services which the Performer renders (“Session Fee”) and on the use (the “airing” of the commercial) which is made of the performance (“Use Fee”). Rates for specific use are set forth in the Schedule of Rates and Fees, which is at the end of the Local Code.
- B. The right of a Performer to compensation for the “use” and “reuse” of his/her recorded performance shall be a vested right and shall not be affected by the expiration of the Local Code or by any act on the part of the Signatory.
- C. “Reuse” beyond an initial short term cycle of less than 13 weeks (i.e. 1 week or 4 weeks) may not be made without notification to and written acceptance by the Performer or the Performer's designated representative. “Reuse” may not be for a consecutive period that is shorter than the original cycle of use and shall be paid according to the applicable rate for the new cycle of “use”. The fee previously paid may not be credited toward the new cycle of use. Filing of “reuse” reports to the Union is the responsibility of the Signatory.
- D. The Signatory shall provide the Performer and AFTRA or SAG a schedule of all uses, reuses or replays.

#### 4. REPORTS

Signatory and the Talent shall sign a San Diego Member Report for Commercials at the time of performance. This document shall be used as a Member Report, Signatory's Invoice, Signatory's Health and Retirement Contribution Report, and Signatory's Production Report. Further, Signatory agrees to furnish AFTRA or SAG with reports, for both production and use, advising AFTRA or SAG whenever any commercial requires additional payment. Such continuing reports shall specify the use during the current cycle, and any dubbing, editing, or holding fees, reuse, or any other changes for which additional fees are due hereunder. The San Diego Office of AFTRA and the Screen Actors Guild provides a five-part form that satisfies this requirement. All portions of the member report should be completed prior to the "work" beginning. Signing of this form is not a waiver by either party if the report is in error, in which case the actual amounts provided in the Local Code shall be paid.

There is no liability on the part of any Performer, or his authorized representative, to provide an invoice to the Signatory for services rendered. It is understood that the responsibility for initial filing of the Member Report is that of the Performer.

#### 5. TRAVEL COMPENSATION

- A. The "studio zone" is defined as any place within the County of San Diego.
- B. If a Performer is required to use his own transportation to any place outside the studio zone, the Performer shall be paid not less than the maximum rate per mile which the IRS Code and Regulations provide may be paid without being reportable as income (as of 1/1/07, \$.485 cents per mile) round trip computed from the Signatory's production center, if within the studio zone, or from the center of the studio zone, if the Signatory does not have a production center within the zone. Time taken in such travel shall be considered part of the workday of the Performer.
- C. When a Performer is required to pick up a script, to report for a fitting, or to attend a rehearsal in advance of but not contiguous to the performance, the Performer shall be paid not less than the maximum rate per mile which the IRS Code and Regulations provide may be paid without being reportable as income (as of 1/1/07, \$.485 cents per mile) for the round trip between the residence or place of business of the Performer and the Signatory's production center or wherever the fitting or rehearsal is held or the script is available.

#### 6. TERM OF AGREEMENT

The term of the Local Code shall begin on October 30, 2006 and shall continue until October 29, 2008. At least sixty (60) days prior to the end of the term of the Local Code, AFTRA and SAG and the Signatories to the Local Code agree to start the negotiation process ("Negotiate in good faith") with respect to a new Agreement.

#### 7. RATIFICATION

The Local Code shall be subject to ratification by the AFTRA San Diego Local Board, the SAG San Diego Branch Council, the membership of the San Diego Local of AFTRA and the membership of the San Diego

Branch of SAG, and by the National Boards of AFTRA and SAG and shall not become binding upon the parties until so ratified.

## **8. LETTER OF ADHERENCE**

Signatories shall indicate their acceptance of the terms and conditions of this AFTRA & SAG San Diego Local Code of Fair Practice and the AFTRA and SAG National Codes and Contracts by signing and returning the San Diego AFTRA & SAG Letter of Adherence to both the San Diego Office of AFTRA and the Screen Actors Guild.

Should you not find a rate or provision listed, you will need to consult the 2003 AFTRA Television Recorded Commercials Contract, 2003 Radio Recorded Commercials Contract or the Screen Actors Guild 2003 Commercial Contract for clarification.

## SCHEDULE OF RATES AND FEES

AFTRA Health & Retirement and SAG Pension & Health Contribution 14.3%

### TABLE 1. TELEVISION RECORDED COMMERCIALS

The following Session and Use Fees are for Television Recorded Commercials based on the number of consecutive weeks within the cycles designated for use on Local Television Stations and the San Diego County Cable Systems. San Diego is a 2 (two) Unit market.

<b>ON-CAMERA - Principal Performers, Stunt Performers, Solo &amp; Duo Singers and Dancers</b>			<b>OFF-CAMERA (Principal Performers)</b>		
<b>Cycle</b>	<b>Session/ Holding Fee</b>	<b>Per Cycle Use Fees</b>	<b>Cycle</b>	<b>Session/ Holding Fee</b>	<b>Per Cycle Use Fees</b>
1 week	\$169.60	19.41	1 week	\$137.80	13.28
4 weeks	339.20	19.41	4 weeks	254.40	13.28
13 weeks	477.00	19.41	13 weeks	360.40	13.28
26 weeks*	842.70	38.82	26 weeks*	630.70	26.56
39 weeks*	1,181.90	58.23	39 weeks*	901.00	39.85
52 weeks*	1,457.50	77.63	52 weeks*	1,128.90	53.13
Group Singers 3 – 5	388.01	15.13	Group Singers 3 – 5	224.77	5.36
Tags 2 or more	142.04 each		Tags 2 or more	114.48 each	
PSA	477.00		PSA	360.40	

**\*For commercials over 13 weeks, the above fees only apply when the Performer is guaranteed, in writing, of the extended use, at the time of the session.**

### EXTRAS (Background Performers)

13 weeks	\$164.30
Unlimited Use	273.48

### TABLE 2. RADIO RECORDED COMMERCIALS (AFTRA only)

#### SESSION AND USE FEES

<b>Principal Performer (Actors, Announcers, Solo &amp; Duo Singers)</b>	<b>Session *</b>	<b>Each additional half-hour of Production Time</b>	<b>Per Cycle Use Fees</b>
13 Weeks Unlimited Use	206.70	47.70	3.67
One Month (31 days) Use	169.60	42.40	3.67
Group Singers (3 or more)	159.00		1.91

Tags 2 or more	109.18 each
Public Service Announcements	503.50

\* Includes 90 minutes of Production Time