

2003 Commercials Contract Digest

This is a digest of principal and extra performer rates and working conditions in effect under the 2003 Screen Actors Guild Commercials Contract with Producers. The term of the Contract is from October 30, 2003 through October 29, 2006. Not all the rates and provisions of the Commercials Contract can be covered here. It is intended to generally outline those rates and conditions that frequently occur and to provide a readily available source of answers to many questions. The order of topics covered follows the performer's involvement in the commercial, beginning with the audition, notice of use, booking, fittings, session fees, working conditions, residuals, etc. The section numbers in parentheses after each heading refer to the applicable section in the 2003 Contract itself.

I. PRINCIPAL PERFORMERS

1. Auditions (Schedule A.I.I.)

At an audition, a principal performer is to be given complete information as to the initial class and scope of use of the commercial, nature of the role or roles to be cast as well as advised of unusual or hazardous working conditions, work involving animals, stunts, improvisations and required nudity.

Payment is not due for a first or second audition unless the performer is required to remain more than one hour from the call time or arrival time, whichever is later. Time beyond an hour is paid in 30-minute units at the rate of \$33.45. A third audition requires payment of \$133.75 for up to two hours; additional time is paid at the rate of \$33.45 per ½ hour. Each subsequent audition requires payment of \$267.50 for up to four hours; additional time is paid at the rate of \$33.45 per ½ hour.

The audition sign-in sheet, or Exhibit E, must be available at all auditions. Performers are advised to use their SAG membership ID number in lieu of their Social Security number when signing in.

2. Terms of Employment (Section 9)

The Producer may not request a performer's agreement to the terms and conditions of employment prior to the time of hiring. The Producer has the right to state at any time the intent with respect to

the terms and conditions of employment, including salary. Performers who do not intend to accept such terms and conditions have the right to audition and negotiate for better terms and conditions at the time of hiring. **Any statement of the Producer's intention must include with equal prominence the statement of the performer's rights as stated above.**

3. Intended Use Notice (Section 10)

A principal performer or his/her representative must be informed at the time of the audition, and at the time of hiring, of the intended initial use (use type and scope) of the commercial. If the commercial is to be used as a test or test market commercial, Producer must advise the principal performer at the time of audition as well as at the time of hire.

4. Engagement of Principal Performers (Section 9)

- a. A Standard Employment Contract must be used for the engagement of scale performers and must be executed and submitted to the performer within a reasonable time prior to production and a copy given to the performer at that time. A performer has the right to consult with his/her representative or Union prior to signing the contract.
- b. There are options on the back of the contract for Producer's rights to Foreign and Theatrical/Industrial exhibition and on the front of the contract for Internet, Dealer and Simulcast rights. A principal performer may withhold these rights by so indicating on the contract UNLESS the engagement has been conditioned upon the Producer having those rights.

5. Policy of Non-Discrimination and Affirmative Action/Diversity (Section 14)

The parties to this agreement affirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of principal and extra performers on the basis of sex, race, color, creed, national origin, age, disability, 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, sexual orientation, national origin, age, creed or disability.

- a. Producer shall cast performers in accordance with the above policy in all types of roles, having due regard for the requirement 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.
- b. 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, best efforts shall be made to seek out and include women, minorities, performers with disabilities and seniors in the casting of commercials, thereby creating fair, equal and nonstereotyped 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 the same disability may 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 off-camera roles having due regard for the requirements of and suitability for such roles.
- d. Please refer to the Commercials Contract for complete provisions relating to the employment of women, minorities, performers with disabilities, and seniors in stunt doubling roles and for scripted and unscripted stunts as well as the remedy for disputes arising out of violations of these provisions.

6. Exclusivity (Section 16)

- a. The exclusivity to which a scale performer may agree is limited to an agreement not to accept employment in commercials advertising any competitive product or service. A principal performer may agree not to accept employment in commercials advertising noncompetitive products or services for payment of not less than the following:

1-3 noncompetitive products or services	150% of minimum compensation for session and use
4 or more noncompetitive products or services but not complete exclusivity	200% of minimum compensation for session and use.

- b. A product or service is not deemed competitive with another product or service solely because both are made or offered by the same advertiser nor merely because it is manufactured or offered by another advertiser competitive in some other product or service area.

Exclusivity may not be required of principal performers engaged:

- 1) to perform non-identifiable voices (cartoon voices, etc.) and voices for lip sync;
 - 2) as off camera solo or duo singers or group singers, other than "name" groups;
 - 3) in seasonal commercials;
 - 4) as non-identifiable pilots
- b. Principal performers may not be required to grant warranties or exclusivity of any kind with respect to any work performed or to be performed in other commercials as an extra performer nor may any principal performer be required to grant any warranties with respect to any commercial, except within the area of exclusivity permitted in #1 above.
- c. Producer and principal performer agree that exclusivity is one of the fundamental aspects of this Contract and is one of the foundations for use fees. Therefore, any breach of exclusivity by a principal performer must be considered a serious breach of his/her agreement with Producer and may lead to substantial damages being assessed against principal performer.

7. Fittings and Wardrobe (Schedule A.I.F. and A.I.K.)

- a. Fittings on the same day as the principal performer works are paid as work time and part of the performer's continuous day. If 4 or more hours intervene between the end of the fitting call and the beginning of the work call, and the performer is dismissed in the interim, the fitting is paid for as though it occurred on a prior day on which the principal performer did not work.
- b. For fittings on a day prior to the work day, the principal performer is entitled to one hour minimum pay with additional time in 15-minute units. Performers receiving more than 2 times the session fee per commercial per day are not entitled to any compensation for such fittings. A call to determine the suitability of the principal performer's own wardrobe is covered by the provisions of this section.
- c. Wardrobe allowances for principal performers (worn during rehearsal or production):

Non-evening wear	\$16.90 per costume change
Evening Wear	\$28.20 per costume change

8. Rehearsal (Schedule A.I.P.)

The reading of lines, acting, singing or dancing, in preparation for the principal performer's performance, in the presence and under the supervision of a representative of Producer, constitutes rehearsal. Rehearsals are counted as work time.

The Guild agrees to freely grant waivers for the training of a principal performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the principal performer and the Producer, subject to the approval of the Union.

9. Session Fees (Section 20)

- a. On Camera Principal Performers (8-hour day)

All Principal Performers, except Group Performers (Solos/Duos are included as principal performers)	\$535.00
Group Singers/Dancers (3-5), Speakers (5)	\$391.65
Group Singers/Dancers/Speakers 6-8	\$346.75
Group Singers/Dancers/Speakers 9 or more	\$286.75

b. Off Camera Principal Performers (2-hour session)

Principal Performers, including Solo/Duos	\$402.25
Group Singers/Speakers 3-5	\$226.90
Group Singers/Speakers 6-8	\$196.90
Group Singers/Speakers 9 or more	\$160.55

c. Singers (Section 22)

1) Group singers who perform as group 3-5 or 6-8 for five or more consecutive bars or more shall be adjusted to the most favorable group rate in which they have performed. This adjustment applies also to reuse fees.

2) Multi-tracking and Sweetening:

Solo/Duo	Additional 50% of original fee for unlimited multi-tracking
	Additional 100% of original fee for each additional track (sweetening)
Group 3 or more	Additional 50% of original fee covers multi-tracking or sweetening or both, without limit as to the number of tracks

3) Contractors (Section 23)

A contractor is to be employed when singers in a group of 3 or more are to be employed. The contractor must be a member of the group except in cases where the sex of the group precludes the utilization of the contractor's singing services.

Fees are added to session fees but may not be credited against use fees:

When 3-8 singers are employed	\$ 85.75
When 9 or more singers are employed	\$169.15

4) With respect to each singer track utilized in a commercial, Producer must require the music supplier to provide a certification for the benefit of the SAG-Producers Pension & Health Plans that the singers listed as having rendered

services on the track did, in fact, perform services and that those services are included in the final track furnished to Producer. Producer will also require the music supplier to acknowledge that the inclusion on a final singer list of the name of any person who did not actually perform bona fide services covered by the Contract constitutes a fraudulent act for which the music supplier will be held responsible for all damages suffered by the Plans.

10. Alternate Scenes or Lines (Section 20)

Producer may pay each principal performer a single additional session fee if he/she is required to perform on- or off-camera in alternate scenes or lines (other than for legal or continuity clearance reasons), subject to specific conditions as listed in the Commercials Contract. Refer also to “Agreed Interpretations-Directorial Changes”.

11. Joint Promotions (Section 20)

Where a commercial is a joint promotion by more than one advertiser and features or highlights more than one product or service, the principal performer(s) involved in the commercial must be paid not less than scale plus 50% for session only. The additional 50% may not be credited against use fees or any other fees due under the Contract.

Unless Producer pays principal performer for additional exclusivity, Producer is entitled to exclusivity for one competitive product or service only.

12. Doubling/Dubbing (Section 21)

When a principal performer doubles, in or out of category, he/she must be paid not less than the applicable session and reuse fees for each additional voice or part, except when the performer doubles as part of his/her role or act.

Producer may not dub the voice of an on-camera principal performer without written consent except:

- a. when necessary to expeditiously meet requirements of foreign exhibition or domestic exhibition in a foreign language;

- b. when the performer is not available; or when the principal performer fails or is unable to meet certain requirements of the role, such as singing or rendition of instrumental music or other similar services involving ability other than that possessed by the performer.

13. Consecutive Employment (Schedule A.I.A.)

Consecutive employment does not apply unless the principal performer is on an overnight location; unless Producer informs the performer at the time of hiring of the subsequent dates on which his/her services are to be rendered, performer's subsequent service dates are subject to the performer's availability.

14. Weather Permitting Calls (Schedule A.I.T.)

Weather permitting calls may not be issued for indoor work or after commencement of photography.

A principal performer receiving two times the session fee per commercial per day is entitled to payment of a half-check upon cancellation of any weather permitting call. This payment entitles the Producer to hold the performer for up to 4 hours; the performer is paid an additional one-half check for an additional 4 hours or portion thereof. During this period, the Producer may put the performer into wardrobe or rehearse; however, if any recording or photography occurs, the performer is paid his/her agreed daily session fee.

At time of acceptance of a weather permitting call, the performer shall advise the Producer of any possible conflict for immediately subsequent days.

15. Postponement and Cancellation (Schedule A.I.D.)

The Producer has the right to cancel any call without payment because of impossibility of production due to "Force Majeure".

The Producer has the right upon 24 hours notice (except such notice may not be given on a Saturday, Sunday or holiday) to postpone a call to a mutually acceptable date within 15 working days after the original date. In such event, the principal performer is due payment in an amount equal to one-half the applicable session fee. In the event production does not take place within 15 working days, then another payment equal to one-half the applicable session fee is paid

to the performer and he/she is thereupon released. Only one such postponement may occur during the 15 working day period.

16. Travel (Schedule A.I.X.)

Travel time is time spent traveling between the place of reporting and the location and, if applicable, the time spent traveling between the location and place of housing.

Travel time to a location for both on-camera and off-camera principal performers is computed in ¼ hour units at \$16.72 per unit. Overtime, to the extent it is caused by traveling, shall be computed at the same ¼ hour rate.

Payment for travel time may not exceed eight hours in one day.

Travel time on Saturdays, Sundays and holidays is paid at time and one-half.

For travel to and/or from location on days on which no services are rendered, the principal performer is paid \$535.00.

With respect to New York City and Los Angeles, travel to or from the major airports is established as follows and must be added to any other time spent traveling during the same day:

LaGuardia	½ hour
Kennedy or Newark	1 hour
LAX	1 hour

For air travel of 1000 or more air miles, first class transportation must be provided. For air travel under 1000 miles, coach class service may be provided.

Studio Zones – please refer to the Commercials Contract.

17. Meal Periods (Schedule A.I.H.)

A meal period must be given within 6 hours from the first call. The second, and any subsequent meal period, must be within 6 hours following completion of the first meal period. If on location, after commencement of work time, the performer is given a reasonable breakfast without deducting the time spent in eating breakfast from work time, the first meal period may be 6 hours after such breakfast. In order to qualify as a bona-fide meal break for purposes of

determining when the next meal break is due, the time of the non-deductible (ND) meal must be announced prior to, or at the time of, the ND meal.

A meal period may not be less than ½ hour, nor may more than 1 hour be deducted from the work day.

Liquidated damages for meal period violation are \$25.00 for each ½ hour for the first hour and \$50.00 for each ½ hour thereafter.

18. Per Diem Allowance (Schedule A.I.X.10.)

Per diem meal allowances on locations shall be not less than the following, if the meal is not provided by the Producer:

Breakfast \$10.50

Lunch \$15.70

Dinner \$28.95

19. Overtime (Schedule A.I.B.)

The 9th and 10th hours of overtime for on-camera principal performers are paid at time and one-half and all hours beyond 10 are paid at double time in hourly units, except:

- Overtime caused by travel is paid at straight time in 15-minute units;
- Overtime for on-camera principal performers receiving more than two times the session fee per commercial per day is paid at time and one-half instead of double time after the tenth hour.

20. Saturday, Sunday and Holiday Work (Schedule A.I.R. & A.I.S.)

For work on a Saturday or Sunday, a principal performer whose rate is two times the session fee per commercial per day or less receives double the fee paid for a weekday; a principal performer whose rate is more than two times the session fee per commercial per day receives 1-1/2 times the fee paid for a weekday. Overtime is paid at the same rate as for the first 8 hours. Principal performers who are held over on location on Saturday or Sunday and do not work are paid at straight time for each such day.

For work on holidays (New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (President's Day), Memorial Day, July Fourth, Labor Day, Thanksgiving Day or Christmas), a principal performer receives double the fee paid for a weekday. Overtime is paid at the same rate as for the first 8 hours.

21. Night Work (Schedule A.I.Q.)

The principal performer receives a premium for each hour of night work equal to 10% of his/her hourly rate for such hours between 8:00 PM and 6:00 AM, except that a first call for 5:00 AM or thereafter does not constitute night work.

22. Rest Period (Schedule A.I.E.)

A 12-hour rest period is required from the time of dismissal of the principal performer to the first call thereafter, subject to certain exceptions:

- a. On a nearby location, a 10-hour rest period is permitted by reason of exterior photography. Such 10-hour rest period may not be called again unless a day without the reduction intervenes. This exception does not apply to minors.
- b. On an overnight location, the 12-hour rest period can be reduced by the amount of travel time from the place of lodging to location and from location to the place of lodging at the end of the day, not to exceed ½ hour each way.
- c. Where a principal performer arrives at his/her place of lodging on an overnight location after 9:00 PM and does not work that night, the rest period with respect to the first call following arrival may be 10 hours instead of 12 hours, but the first call must be at the place of lodging.
- d. Liquidated damages for violation of the rest period are \$500.00.

23. Work in Smoke (Schedule A.I.GG.)

- a. All performers must be notified prior to the date of hire if work in smoke is required. No later than the first day of employment, Producer is responsible for providing each performer with a Material Specification Data Sheet (MSDS) if work in smoke is required. If performer is not notified, he/she may refuse to perform in smoke and will be paid a session fee or his/her guarantee, whichever is greater.
- b. Producer shall comply with all Federal and State laws and regulations applicable to the use of substances utilized for the creation of smoke and the Joint Policy Committee shall

cooperate with the Unions to the end that information concerning such Federal and State laws and regulations is disseminated.

24. Mileage Allowance (Schedule A.I.X.11. and Schedule D.17.I.)

When a principal or extra performer is entitled to mileage, he/she is entitled to payment at the current travel allowance rate allowed by the IRS as non-reported income, computed from the studio zone to the place of reporting and return.

25. Dressing Rooms (Schedule A.I.Z.)

- a. Producer must provide clean and accessible dressing rooms and toilet facilities in studios and on locations and provide locks or proper facilities for checking personal belongings. Where feasible, dressing rooms and toilet facilities must be separate for men and women and dressing rooms assigned to adults may not be used as classrooms.
- b. Chairs must be made available for all principal performers in dressing rooms, on stages, and on location.
- c. Dressing rooms must be clean, in good repair, with appropriate temperature control and with adequate space and reasonable privacy for wardrobe changes. Any type of shelter provided on location must be available and easily accessible to principal performers at all times when they are not performing before the camera.
- d. Principal performers must be given the opportunity to use a telephone, when one is available for use, as long as use does not interfere with or delay production or work.

26. Facilities (Schedule A.I.HH. and Schedule D.17.U.)

In accordance with the Americans with Disabilities Act, all facilities under the control or used on behalf of Producer in connection with the casting or production of commercials including, but not limited to, dressing rooms, studios, location sets, and lodging, shall provide reasonable accommodations 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 performers whether by reason of age or disability.

Producer shall prohibit the smoking of cigars, cigarettes or pipes in any facility under Producer's control. Notwithstanding the foregoing, smoking may be permitted if required by the subject of the commercial, e.g., a commercial depicting the ill effects of smoking.

Any facility used for interviewing, casting, fittings or shooting/recording must comply with appropriate local fire and safety codes.

27. Check Vouchers (Section 50)

Check vouchers accompanying payment to performers must contain complete information identifying the commercial(s), advertiser, date of session, maximum period of use, cycle dates and type of use (such as wild spot, Class A program, etc.). Check vouchers must further include the name of the employer of record, the employer's address, the state in which unemployment insurance is filed, and the state identification number.

Producer must include the original commercial identification on the first payment for each new commercial or permitted edited version that contains footage from the original commercial.

Producer must provide each principal performer employed under a guarantee contract with a quarterly report detailing the amount of session fees, holding fees and use fees credited against the guarantee.

28. Time of Payment (Section 43)

Session fee/Audition Overtime: 12 working days after the day or days of work or of the audition

Holding Fee: 1st day of the fixed cycle

Wild spot: 15 days after the commencement of the use cycle. Upgrade adjustments to cycle are due 15 working days after the end of that use cycle

Class A Program: All uses that occur within a single week from Monday through Sunday are due 15 working days from that Sunday

Program B or C:	15 working days after the commencement of the use cycle
Foreign, Theatrical, Industrial	15 working days after the commencement of use
Spanish-language (Schedule C)	15 working days after the commencement of the use cycle. Upgrade adjustments to wild spot cycle are due 15 working days after the end of that use cycle

29. Late Payment (Section 45)

Liquidated damages for late payment are paid at the rate of \$3.00 per working day for up to 25 days. Thereafter notice of failure to pay must be given by principal performer, agent, or SAG. If full payment plus accrued damages is not made within 12 working days, additional damages of \$75.00 plus \$10.00 per working day will become due, without limit as to time and will be retroactive to the date of receipt of notice of delinquency.

30. Editing (Section 26)

This section provides for alterations that may be made in a commercial without changing it into a new or additional commercial for purposes of use fees. This is a complex area of the contract. What follows is not a complete list of those changes that are permitted. It is best to consult the Commercials Contract or contact the Guild office with specific questions.

- a. One mechanically edited shorter or longer version of the same commercial is permitted. If a voice-over track is recorded for timing purposes in the edited version, an additional session fee is payable to the off-camera performer.
- b. Separate and different dealer identification tags for the same product or service may be included anywhere in the commercial for the same advertiser.

Rates for principal performers in connection with recording dealer identification tags or 1-800 numbers beyond one (the first tag is covered by payment of the session fee):

<u>No. of tags</u>	<u>On-camera</u>	<u>Off-camera</u>
2-25 (each)	\$157.90	\$119.65
26-50 (each)	\$ 88.10	\$ 66.40
51+ (each)	\$ 48.25	\$ 36.20

- c. The introduction or ending of a commercial (in the nature of a tag) may be changed without changing the body as long as the products are of the same type and class and are advertised under the same brand name.
- d. The off-camera message of a commercial for an advertiser may be changed and the revised commercial may be substituted for the original commercial during a particular cycle provided the original commercial is withdrawn from further use during that cycle.
- e. Product/Service Name Changes – Same Advertiser

- 1. Same product/service – Company name/trade name remains constant

Variations of a commercial advertising the same product or service of a single advertiser, which always use the company name or company trade name as part of the product or service name, may be treated as a single commercial for use payment purposes under certain conditions.

Example: A commercial for the Dan Company for the same sandwich spread sold as Dan’s Red Ribbon Spread in one area and Dan’s Gold Ribbon Spread in another area.

- 2. Same product – Different brand names

Variations of a commercial advertising the same product or a single national advertiser may be treated as a single commercial for use payment purposes under certain conditions.

Example: A commercial for CPC International for the same mayonnaise sold as Hellman’s Mayonnaise in one area and Best Foods Mayonnaise in another area.

Principal performers are paid a separate session fee for each such additional variation in 1. or 2. above whether or not the principal

performer was required to render actual services for such additional variations.

f. **Special Offers and Promotions**

Under certain specific circumstances, changes may be made to reflect different special offers and promotions, sales or giveaways, sweepstakes or sales events.

- g. Factual information changes may be made with respect to destinations, local points and times of departure, frequency of service, telephone numbers, rates, pricing, geographic availability and dates (in reference to any of the items of factual information stated above) as long as the changes are in the nature of tags and paid in accordance with (b.) above. If inserted in the body of the commercial, performers employed to make such changes shall be paid a session fee for each change.

31. Downgrading & Outgrading (Section 27)

Downgrading

A principal performer is entitled to use fees and may not be downgraded as long as his/her face appears in the commercial as exhibited. If a performer's face does not remain in the commercial, he/she must be notified of such downgrading within 60 days after completion of his/her employment, but in no event later than 15 working days after the first use of commercial. Performer must be paid an additional session fee at time of notice. If written notice is not given or payment made, the performer must be paid as a principal performer for all uses of the commercial that occur prior to notice of downgrading.

Outgrading

If photography or soundtrack of a principal performer is not used or is subsequently edited out of a commercial and performer is notified within 60 days after completion of employment but in no event later than 15 working days after the first use of the commercial, no use fees are payable. However, in the event that the commercial has been used and notice not given, the performer is entitled to all fees payable until written notice is given.

32. Persons Covered – Principal Performers (Section 6)

Upgrades

One of the definitions of principal performer is:

“Anyone whose face appears silent and is identifiable and whose foreground performance demonstrates or illustrates a product or service or illustrates or reacts to the on or off-camera narration or commercial message. Persons appearing in the foreground solely as atmosphere and not otherwise covered by the foregoing shall be deemed extra performers.”

An extra performer who believes he/she qualifies for an upgrade to principal performer based on the above definition should contact the Guild office.

Please refer to the Commercials Contract for other classifications of persons that are included in the term “principal performer”.

33. Employment of Minors (Schedule A.I.AA.)

- a. The definition of “minor” is determined by the employment laws of the state governing the minor’s employment but in any event includes any principal performer 15 years of age or younger.
- b. Interviews and fittings for school-age children must be after school hours and completed by 8:00 p.m., with two adults present.
- c. Producer must advise the parent of the minor of the terms and conditions of the employment (studio or location, hazardous work, special abilities required, etc.) to the extent they are known.

Prior to the first date of the engagement, it is the parent’s responsibility to obtain, complete and submit to the Producer the appropriate documents required by state and local law related to the employment of the minor.

If Producer requires a performer to portray a minor and to cut or chemically treat his/her hair or portray a minor in a commercial depicting the use or presence of alcohol, tobacco or firearms, Producer must notify the performer at the time of audition or, if the contract will be signed by the parent or guardian, obtain

written consent of same at the audition. Producer must utilize only qualified hairdressers and stylists.

If Station 12 is used, Producer must advise of the date and location of the employment of the minor.

d. Supervision

- 1) The parent or guardian must be present at all times and has 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) No dressing room may be occupied simultaneously by a minor and an adult or by minors of the opposite sex.
 - 3) No minor may be required to work in a situation that places him/her in clear and present danger to life or limb. If a minor believes he or she is in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor may not be required to perform in that situation regardless of the validity of his/her belief.
 - 4) Producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and notify the minor's parent of the name of such individual.
 - 5) If a guardian has been appointed by the parent, that individual must be at least 18 years old and have the written permission of the minor's parent to act as guardian.
 - 6) When a minor is required to travel, the Producer must provide the minor's parent with the same transportation, lodging and meal allowance provided to the minor.
 - 7) Whenever Federal, State or Local laws require, a child care person or social worker qualified in first aid (e.g., LPN or RN) must be present on the set during the work day.
 - 8) Any performer under the age of 17 has the right to be accompanied by a parent or guardian at all times.
- e. Producer must provide a safe and secure place for minors to rest and play.

f. Work Hours & Rest Time

- 1) The work day for minors may begin no earlier than 7:00 a.m. for studio productions (6:00 a.m. for location productions) and may not end later than 7:00 p.m. for minors under six years old or, for minors six and older, 8:00 p.m. on days preceding school days and 10:00 p.m. on days preceding non-school days.
- 2) The maximum work time may not exceed the laws of the state governing his/her employment but in no event may exceed 6 hours for minors under six years and 8 hours for minors six and older. Minors must be given a 15-minute rest break every two hours. Work time does not include meal time but includes the mandatory rest break.
- 3) Minors must be given a 12-hour rest break between the end of the work day and the beginning of work on the following day that may not be reduced except as provided in Schedule A.I.E.2.(b) or (e) with parent's consent.
- 4) Producer is required to file a written report with the union in the event a minor works beyond the hours permitted by the Contract, including the hours worked and reason. This report must be filed within 12 working days following the minor's employment. Failure to do so will result in payment of liquidated damages by the Producer to the union.
- 5) The union will consider granting waivers for exceptions to the work hour provisions provided the parent has been informed and given advance consent.
- 6) Unusual Physical, Athletic and Acrobatic Activity

A minor may be asked to perform unusual physical, athletic or acrobatic activity or stunts, provided that the minor and the parent represent that the minor is fully capable of performing the activity and the parent grants prior written consent.

If the nature of the activity requires, a person qualified by training and/or experience with respect to the activity will be present at the time of production. Producer will supply any equipment needed and/or requested for safety reasons.

g. Notice of Working Conditions

At or before the time the employment contract is delivered to the parent, Producer must provide the parent with a copy of the working conditions contained in the Minors Provisions section of the Commercials Contract.

Whenever an infant (15 days to six months old) is employed, Producer must, prior to commencement of work, provide a copy of the text of Safety Bulletin #33 (see Exhibit H, page 209 of the Commercials Contract).

h. Education

When Producer employs minors currently enrolled in an elementary or secondary school for a booking of three or more days on which school is otherwise in session for the minor, Producer must provide three (3) hours of education on each such school day as part of the regular working day. Producer must provide a teacher/tutor who has teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects in the child's curriculum.

i. Inconsistent Terms

The Minors' Provisions contained in the Commercials Contract prevail over any inconsistent and less restrictive terms contained in any other section of the Contract that would otherwise be applicable to the employment of the minor.

**34. Restrictions on Use of Commercials; Additional Services
(Section 17)**

- a. The rights granted to Producer are limited to the right to use, distribute, reproduce and/or exhibit the commercial over television. Producer has the right to use the name and likeness of performer and his/her performance in the commercial in trade publications and reels publicizing the business of the Producer, provided such reels are not rented, sold or utilized as give-aways.
- b. No part of the photography or sound track made for a commercial may be used other than in commercials as provided in this Section without separately bargaining and reaching an

agreement regarding such use. Bargaining is subject to the minimum wages and reuse fees provided for in the collective bargaining agreement, if any, applicable to the field in which services are to be used.

If Producer fails to bargain with the principal performer, or if they are unable to reach an agreement, Producer is prohibited from using the material. In case of violations, the principal performer is entitled to damages as provided by the Contract or may elect to arbitrate his/her claim or bring an individual legal action to enjoin the use and recover damages as fixed by the court in that action.

- c. Any services, including translation, not covered in the Contract are subject to bargaining between Producer and principal performer.

35. Holding Fees/Fixed Cycles (Section 31)

- a. A holding fee is defined as a guaranteed payment in an amount equal to a session fee, due to a principal performer for each consecutive 13-week “fixed cycle” from the date of the session. This payment is a condition to Producer’s continuing right to use the commercial. The holding fee may be credited against the use fees incurred in a 13-week use cycle that commences during the fixed cycle for which the holding fee is paid. No more than 1 holding fee may be credited against use fees incurred in a single cycle of use. The session fee is considered the first holding fee.
- b. Exemptions from payment of holding fees are listed in the Commercials Contract.
- c. If Producer fails to pay the holding fee on or before the date on which it is due, all further right of Producer to use the commercial terminates and the performer is automatically released from all contractual obligations. If, during the maximum period of use of a commercial, Producer wishes to reinstate a commercial after termination of the right to use it, Producer may do so with the written consent of the performer and payment of not less than two holding fees, one of which may not be credited against use.

36. Maximum Period of Use (Section 30)

- a. The maximum period during which a commercial may be used is not more than 21 months after the date of the commencement of the first fixed cycle. Where new commercials are created by integration, the maximum period of use is limited to the same period as the original commercial unless the principal performer's consent is obtained for a full new maximum period of use.
- b. If no default in payment exists, the commercial may be automatically renewed for subsequent maximum periods of use unless the performer notifies Producer not more than 120 days and not less than 60 days prior to the end of the then-current maximum period of use that he/she does not grant the Producer such rights.
- c. No commercial may be automatically renewed for an additional period of use if any default or delinquency exists in the payment of use fees.

37. Protection of Principal Performers & Stunt Performers (Schedule A.I.EE.)

- a. An individual qualified in the planning, setting up, and performance of stunts must be present on the set whenever stunts or hazardous activity is required.* A principal performer must have the opportunity to consult with that individual prior to performing any stunt. The performer has the right to negotiate for additional compensation for any stunt work required which is over and above that originally agreed to.

*Note: this does not apply to a stunt performer, already qualified to plan and perform a stunt, who plans and performs the stunt without the involvement of other principal performers.

- b. No principal performer may:
 - 1) be required to work with dangerous animals without a qualified animal handler or trainer present.
 - 2) be rigged with explosives without the presence of a qualified special effects person on set.

- c. The principal performer's consent to perform a stunt or other hazardous activity must be obtained prior to such performance.
- d. A principal performer must have a reasonable time to become familiar with mechanical devices and/or equipment to be used in connection with any stunt. Producer must comply with reasonable requests and requirements for safety equipment. Equipment provided by Producer must be in suitable repair for the safe and proper performance of the stunt and available for inspection by the stunt coordinator and principal performer on the day prior to the use of such equipment in the production. No payment is due the stunt coordinator or principal performer for time spent in such inspection.
- e. It is the Producer's responsibility to provide principal performers with protection from sunburn, frostbite and extremes of temperature.
- f. Stunt Driving Guidelines

When any of the following conditions occur, a vehicle driver shall qualify as a stunt performer:

- 1) when any or all wheels leave the driving surface;
- 2) when tire traction is broken, i.e., skids, slides, etc.;
- 3) when the driver's vision is substantially impaired by:
 - dust or smoke
 - spray (when driving through water, mud, etc.)
 - blinding lights
 - restrictive covering of the windshield
 - any other conditions 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 principal performer is doubled because the level of driving skill requires a professional, 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 vehicles 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.

38. Dancers (Schedule A.I.FF.)

- a. The term "dancers" includes both swimmers and skaters when the performance is choreographed.
- b. Working Conditions

The Commercials Contract establishes a number of working conditions applicable to dancers. They are briefly set forth below. For more information, consult the Contract or call the Guild office with questions.

- 1) Floors – must be resilient, flexible and level in accordance with industry standards. Surface must be clean and in good repair. If Producer requires dancing on surfaces that do not meet standards, such work is deemed to be "hazardous work." In all instances, dancing on concrete, raked stages, elevated platforms or staircases or performing knee work is considered hazardous work, subject to all provisions of the Contract pertaining to hazardous work and performers' safety. Dancers will not be required to do knee work without knee pads.
- 2) If Producer requires dancing on slippery surfaces, dancing in inclement weather, or 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 is deemed "hazardous" work.
- 3) General Work Conditions:
 - Warm-up space must be provided 30-minutes prior to dancing.

- Breaks – not less than 15 minutes rest during each hour of actual rehearsal or shooting.
- If, in the opinion of performers or their representative, continued full-out performance of choreographed dancing/swimming/skating creates a risk of injury, performers will not be required to continue performing at full performance level during rehearsal. Examples of such choreography include repetitive lifts, throws, catches and falls.
- Stage or rehearsal area temperature must not fall below 75 degrees.
- Meal Periods – Dancers cannot be required to dance or skate and swimmers cannot be required to go into the water within 30 minutes following a meal.
- Producer will use best efforts to have a doctor qualified to treat dancers on call in case of emergency and will notify the deputy of his/her name and phone number.
- Compensation payable for hazardous work is \$105.40 with a minimum of \$162.15 if only 1 day’s services are rendered.
- Any dancer who is directed to and reports with his/her own footwear is due an allowance of \$11.30 per day for each pair of shoes utilized.

39. Definition of Wild Spot and Program Use (Section 32)

A commercial is deemed to be wild spot if it is broadcast by non-interconnected single stations and (a) is used independent of any program or (b) is used on local participating programs. All other uses of a commercial are considered program use.

40. Wild Spots – Compensation for Use (Section 33)

Compensation for wild spots is for unlimited use within a cycle of 13 consecutive weeks, based on the cumulative total of unit weights for the TV markets in which the commercial is used.

- a. Each TV market is assigned 1 unit except for the following cities:

<u>TV Market</u>	<u>Unit Weight</u>
Atlanta	5

Baltimore	3
Boston	6
Charlotte	2
Cincinnati	2
Cleveland	4
Columbus, OH	2
Dallas/Ft. Worth	6
Denver	3
Detroit	5
Grand Rapids-Kalamzoo-Battlecreek	2
Greenville-Spartanburg-Asheville-Anderson, NC	2
Hartford-New Haven	2
Houston	5
Indianapolis	2
Kansas City	2
Mexico/Mexico City	43
Miami	4
Milwaukee	2
Minneapolis-St. Paul	4
Montreal	4
Nashville	2
Orlando-Daytona Beach	3
Philadelphia	8
Phoenix	4
Pittsburgh	3
Portland, OR	3
Puerto Rico	3
Raleigh-Durham	2
Sacramento-Stockton	3
St. Louis	3
San Antonio	2
Salt Lake City	2
San Diego	2
San Francisco	6
Seattle-Tacoma	4
Tampa-St. Petersburg	4
Toronto	7
Vancouver, B.C.	3
Washington, DC	6
West Palm Beach-Ft. Pierce	2

b. Rates

1. **Cities not including NY, Chicago or Los Angeles**

	<u>On-Camera Principals</u>	<u>Off-Camera Principals</u>
1 st Unit	\$535.00	\$402.25
Units 2-25 ea.	\$ 18.31	\$ 12.53
Units 26-60 ea.	\$ 6.79	\$ 5.33
Units 61-125 ea.	\$ 6.79	\$ 5.33
Units 126+ ea.	\$ 6.79	\$ 5.33

2. **One of NY, Chicago or Los Angeles**

	<u>On-Camera Principals</u>	<u>Off-Camera Principals</u>
New York	\$1,051.35	\$742.75
Chicago or LA	\$ 916.40	\$646.30
Add'l. cities	\$ 6.79 per unit	\$ 5.33 per unit

3. **Any 2 of NY, Chicago or Los Angeles**

	<u>On-Camera Principals</u>	<u>Off-Camera Principals</u>
	\$1446.85	\$ 974.20
Add'l. cities	\$ 6.79 per unit	\$ 5.33 per unit

4. **All 3 (NY, Chicago and Los Angeles)**

	<u>On-Camera Principals</u>	<u>Off-Camera Principals</u>
	\$1,745.20	\$1,239.55
Add'l. cities	\$ 6.96 per unit	\$ 5.45 per unit

5. ***Example: 77 cities: NY, Boston (6 units), Washington DC (6 units), St. Louis (3 units), Toronto (7 units), Montreal (4 units) & Mexico City (43 units), plus 70 1-unit cities, 1 on-camera principal performer***

<i>NY</i>	<i>\$1,051.35</i>
<i>139 units @ \$6.79 each</i>	<i>943.81</i>
<i>Total</i>	<u><i>\$1,995.16</i></u>

6. Please refer to the Commercials Contract for Group Performer rates.

41. Program Use – Compensation (Section 34)

Compensation for use of a program commercial is divided into the following classes:

Class	# of Cities in which Telecast
A	Over 20
B	6-20
C	1-5

- a. Compensation for Class A is per use, based on a sliding scale for all uses within a 13-week cycle as follows (other than for 10- and 15-second commercials) for principal performers other than group performers:

Use	On-Camera Rate per Use	Cumulative Total	Use	Off-Camera Rate per Use	Cumulative Total
1	\$535.00	\$535.00	1	\$402.25	\$402.25
2	122.70	657.70	2	96.00	498.25
3	97.35	755.05	3	76.35	574.60
4	97.35	852.40	4	76.35	650.95
5	97.35	949.75	5	76.35	727.30
6	97.35	1,047.10	6	76.35	803.65
7	97.35	1,144.45	7	76.35	880.00
8	97.35	1,241.80	8	76.35	956.35
9	97.35	1,339.15	9	76.35	1,032.70
10	97.35	1,436.50	10	76.35	1,109.05
11	97.35	1,533.85	11	76.35	1,185.40
12	97.35	1,631.20	12	76.35	1,261.75
13	97.35	1,728.55	13	76.35	1,338.10
14 and each use thereafter	46.65 each		14 and each use thereafter	34.65 each	

- b. Please refer to the Commercials Contract for rates for Group Performers and rates for 10- and 15-second commercials.
- c. PAX TV

The following rates are per use:

	<u>On Camera</u>	<u>Off-Camera</u>
Principal Performer	\$20.00	\$15.00
Group 3-5	\$12.45	\$ 9.05
Group 6-8	\$10.60	\$ 8.45
Group 9 or more	\$ 8.60	\$ 7.05

- d. Compensation for Class B and Class C use

The following rates are for Class B and C use for each 13-week cycle:

- (1) All Principal Performers (except Group Performers)

	<u>On-Camera</u>	<u>Off-Camera</u>
Special Class B (including use in N.Y.)	\$1,012.20	\$ 723.90
Class B (not including use in N.Y.)	\$ 825.60	\$ 573.40
Class C	\$ 492.00	\$ 328.00

- (2) Group Performers

	On-Camera			Off-Camera		
	3 – 5	6 – 8	9 & more	3 – 5	6 – 8	9 & more
Class B	\$644.70	\$570.10	\$466.05	\$237.55	\$198.00	\$161.85
Class C	\$426.40	\$378.95	\$309.85	\$188.95	\$157.25	\$129.00

42. Cable (Section 35)

Cable commercial rates are provided for both the cable transmission of broadcast commercials and for commercials produced for cable transmission only. These rates are not applicable to use of commercials on Pay TV systems that do not now carry commercials.

- a. Cable Transmission of Broadcast Commercials

A cable use cycle is 13 consecutive weeks commencing with the first cable transmission on any originating cable network or

system. Session and holding fees may not be credited against any cable use fees. See subsection c. below for use fees.

b. Commercials produced for Cable Transmission only

- 1) The performer must be notified at the time of audition or interview and at the time of hire if Producer intends to produce the commercial(s) for cable transmission only.
- 2) Session fees may not be credited toward use except for session fees for commercials produced for and transmitted on local cable systems only.
- 3) No exclusivity may be required and holding fees are not applicable in connection with commercials produced for cable transmission only.
- 4) The maximum period of use of a commercial produced for cable transmission only is one year from the session date. Producer may not use the commercial beyond the one-year Maximum Cable Use Period unless each performer has given prior written consent to such use on terms no less favorable to the performer than those provided in this Contract.
- 5) A commercial produced for cable transmission only may not be used on broadcast television unless:
 - Each principal performer has given prior written consent for such use; and
 - Each principal performer is paid not less than one session fee as an upgrade payment, which may not be credited against use.

c. Cable Use Payment Structure

The compensation to each principal performer for each 13-week cycle of cable use (whether a broadcast commercial or a commercial produced for cable transmission only) is computed by multiplying the applicable unit price by the aggregate unit weight of all cable systems and networks on which the commercial is transmitted. In no event will be the compensation be less than the session fee nor more than the price for 2,000 units.

TABLE OF CABLE UNITS AND PRICES PER UNIT

CABLE	PRINCIPALS		ON CAMERA GROUPS			OFF CAMERA GROUPS		
	ON	OFF	3-5	6-8	9+	3-5	6-8	9+
Minimum	\$535.00	\$402.25	\$391.65	\$346.75	\$286.75	\$226.90	\$196.90	\$160.55
Units 1-50	8.81	5.84	6.46	5.70	4.73	3.74	3.23	2.65
Units 51-100	7.65	5.10	5.59	4.96	4.08	3.23	2.81	2.29
Units 101-150	6.50	4.32	4.76	4.20	3.49	2.76	2.39	1.94
Units 151-200	5.34	3.56	3.92	3.47	2.88	2.28	1.96	1.60
Units 201 to 1,000 ea.	0.67	0.44	0.50	0.44	0.37	0.29	0.25	0.19
Units 1,001 to 2000 ea.	0.63	0.43	0.46	0.41	0.34	0.27	0.23	0.19
Maximum (2,000 units)	\$2,581.00	\$1,723.00	\$1,896.50	\$1,678.50	\$1,395.00	\$1,102.50	\$949.50	\$766.00

43. Internet (Section 36)

a. Commercials made for Initial Use on Broadcast Television

Provided the right to broadcast use has not terminated, Producer may initiate Internet use of the commercial for an initial term of one year. Payment for the Initial Term shall be not less than 300% of the applicable session fee. After such one-year term, Producer may use the commercial for the remainder, if any, of the Maximum Period of Use (Extension Term). Payment for the Extension Term shall be not less than 300% of the applicable session fee.

Session and holding fees may not be credited against Internet use nor shall exclusivity rights extend to the Internet unless holding fees continue to be paid.

b. Commercials Made for Initial Use on the Internet

Producer may bargain freely as to compensation; the provisions of Schedule A – Working Conditions apply to all commercials produced for initial use on the Internet except that allowances and liquidated damages are subject to negotiation between the Producer and the performer. Producer will make contributions to the Pension & Health Plans on all compensation paid.

Producer may not use an Internet commercial on broadcast television or in any other medium unless Producer bargains for the right at no less than the rates provided in the collective bargaining agreement applicable to such use. In the event of broadcast use, Producer must pay each performer for Internet use, not less than the difference, if any, between the amount

previously paid for Internet use and the amount which would have been payable for use of a broadcast commercial on the Internet as provided in subsection a. above.

44. Dealer Commercials (Section 37)

A principal performer must be advised at the time of the audition and hire whether a commercial is intended to be used as a Dealer Commercial. The right to use a commercial as a Dealer Commercial is subject to the principal performer’s consent, as provided in the Standard Employment Contract form. If consent is not obtained, the Producer does not have the right to use the commercial as a Dealer Commercial.

There are two types of Dealer Commercials: Type A and Type B. Both Type A and Type B Dealer Commercials are made and paid for by the manufacturer or distributor of the product or service which it advertises for use as a wild spot or as a Class B or Class C program commercial on local, non-interconnected stations where the station time is contracted and paid for by the local dealer or retail outlet. In the case of Type B Dealer Commercials, the local retail stores or outlets are owned by the national manufacturer or distributor.

Type A Dealer rates for each six-month period:

	<u>On-Camera</u>	<u>Off-Camera</u>
Principal Performers (except Group Performers)		
<i>Including use in New York City</i>	\$2,007.70	\$1,398.40
<i>Not including use in New York City</i>	\$1,775.55	\$1,282.40
Group Performers		
3-5	\$1,507.50	\$616.25
6-8	\$1,328.85	\$539.70
9 or more	\$1,032.80	\$385.35

Type B Dealer rates for each six-month period:

	<u>On-Camera</u>	<u>Off-Camera</u>
Principal Performers (except Group Performers)		
<i>Including use in New York City</i>	\$3,086.95	\$2,100.55
<i>Not including use in New York City</i>	\$2,663.45	\$1,920.60

Group Performers		
3-5	\$2,292.00	\$938.85
6-8	\$2,020.45	\$821.70
9 or more	\$1,572.45	\$586.15

Please refer to the Commercials Contract for additional information regarding Dealer Commercials.

45. Seasonal Commercials (Section 40)

A seasonal commercial is one that is especially related, by audio or video reference, to a particular “season,” such as a commercial designed for use as a Christmas commercial, June bride commercial, Valentine’s Day commercial, etc.

- a. A single season may not extend for more than 15 consecutive weeks.
- b. The maximum period of permissible use is 2 consecutive seasons. Additional periods of use, i.e., “seasons,” may be obtained with consent and negotiation with each performer.
- c. If Producer intends to hold the commercial for a second season, principal performers must be paid a holding fee at the end of the first season, which may not be credited against use.

46. Public Service Announcements (PSAs)/Government Agency Messages (Section 18)

The Union will follow a liberal policy in granting waivers of reuse fees for messages produced and used under the auspices and/or on behalf of the various Federal, State and local governmental agencies, non-profit public service organizations, charities and museums which air on time donated by the station(s) or network(s). The foregoing does not apply to session fees due performers.

Producer must obtain the consent of the Union before seeking consent of the principal performer. Provided that he/she gives written consent to waive additional compensation beyond the minimum fees due for the session, the Union will grant the right to unlimited national use of the PSA for one year beginning not later than 15 working days after delivery of the PSA to television stations or 13 weeks after commencement of the maximum use period, whichever comes first.

Provided a waiver for an initial one-year period has been obtained, and provided the performer's prior written consent has been obtained (prior to use beyond the one year but not at the time of initial employment), the Union will grant a waiver for additional one-year use periods without additional compensation. Performers have the right to negotiate for compensation for such extended use.

The Union waives application of the Contract to persons regularly employed by and volunteers regularly serving a sponsoring organization as well as members and beneficiaries of such organizations. The term "beneficiary" applies only to non-profit public service organizations and charities, and means a person for whose benefit the organization is authorized to receive and disburse funds and/or benefits in accordance with the organization's stated purposes.

47. Theatrical or Industrial Exhibition (Section 42)

For 30 day's use, performer is to be paid not less than 100% of his/her applicable session fee. An additional 60% of the applicable session fee is payable for any additional use which occurs beyond the 30th day within the Maximum Period of Use. Payment for use of a commercial on a videocassette, laser disc, DVD, CD or like format that is given, sold, or rented to the public is payable at not less than 320% of the applicable session fee.

No payment is due for use of commercials at toy fairs that are not open to the general public provided performers have been paid full session fees. In the event that performers were paid at the non-air rate, each is due the difference between that rate and the full session rate.

48. Foreign Use of Commercials (Section 41)

a. The showing of commercials in the United States, Canada and Mexico is domestic use, covered by the reuse provisions of the Commercials Contract. For non-domestic use, not less than the following minimum fees are payable for each area:

- United Kingdom – 3 session fees
- Europe other than the United Kingdom – 2 session fees
- Asian-Pacific zone (Australia, China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Pakistan, Philippines, Singapore, Taiwan and Thailand) – 1 session fee

- Japan – 1 session fee
 - Anywhere else in the world – 1 session fee
- b. Producer has the option at any time during the maximum period of use to extend foreign use rights for 9 months beyond the 21-month maximum period of use for payment of not less than an additional 50% of the appropriate foreign use fee(s) for the area(s) in which the commercial is to be used, subject to the following conditions:
- Exclusivity may not be required if the commercial is no longer being held domestically.
 - Producer may not exercise the 9-month extension option after performer has served notice of termination 120-60 days prior to the end of the maximum period of use.

49. Pension & Health (Section 46)

The employer contribution rate for Pension & Health is equivalent to 14.30% of performer’s gross compensation excluding fees such as wardrobe, meal and other allowances, reimbursable expenses, and liquidated damages for late payment.

50. Spanish Language Commercials (Schedule C)

a. Minimum Compensation – Session Fees

	<u>Principal Performers</u>	<u>Group Performers</u>		
		3-5	6-8	9 or more
On Camera	\$535.00	\$391.65	\$346.75	\$286.75
Off Camera	\$402.25	\$226.90	\$196.90	\$160.55

b. Program Fees

Program use payments are applicable only to a commercial used on a Spanish language network. Payment for use of a Spanish language commercial on any English language network must be made in accordance with Section 34 or Section 35 of the Commercials Contract. For use on any Spanish language network, the fees for 13 weeks of use are as follows:

1) On Camera

Principal Performers	\$1,932.00
Group Singers/Dancers 3-5	\$1,414.35
Group Speakers 5	\$1,414.35

Group Singers/Dancers/Speakers 6-8	\$1,251.90
Group Singers/Dancers/Speakers 9+	\$1,035.45

2) Off Camera

Principal Performers	\$1,452.90
Group Singers/Speakers 3-5	\$ 820.75
Group Singers/Speakers 6-8	\$ 711.00
Group Singers/Speakers 9+	\$ 579.65

3) In the event commercials used on a network are used during the same cycle as wild spot commercials, then an additional payment must be made not later than 15 working days after the completion of the cycle for all additional units at the following rates:

	<u>Per Unit</u>
On Camera Principals	\$4.88
On Camera Group 3-5	\$3.46
On Camera Group 6-8	\$3.20
On Camera Group 9+	\$2.48
Off Camera Principals	\$3.54
Off Camera Group 3-5	\$2.05
Off Camera Group 6-8	\$1.85
Off Camera Group 9+	\$1.32

c. Wild Spot Units/Rates

1) Each city or television market is assigned a “unit value” proportionate to the size of the Hispanic population in that area. All market areas are assigned one (1) unit except for the following:

Television Market Areas	Unit Weights
Albuquerque, NM	2
Chicago, IL	7
Dallas-Ft. Worth, TX	6
Denver	2
El Centro, CA/Yuma, AZ/Mexicali, Mexico	4
El Paso, TX/Juarez, Mexico	9
Fresno, CA	3
Houston, TX	7

Laredo, TX/Nueva Laredo, Mexico	2
Los Angeles, CA	39
McAllen/Brownsville, TX/Matamoros, Mex.	6
Miami, FL	17
New York, NY	32
Phoenix, AZ	4
Sacramento, CA	3
San Antonio, TX	5
San Diego, CA/Tijuana, Mexico	10
San Francisco, CA	6

2) Rates

Compensation for wild spots is for unlimited use within a cycle of 13 consecutive weeks, based on the cumulative total of unit weights for the TV markets in which the commercial is used.

	<u>On-Camera Principals</u>	<u>Off-Camera Principals</u>
1 st Unit	\$535.00	\$402.25
Units 2-25 ea.	\$ 18.31	\$ 12.53
Units 26-60 ea.	\$ 6.79	\$ 5.33
Units 61-125 ea.	\$ 6.79	\$ 5.33
Units 126+ ea.	\$ 6.79	\$ 5.33

Please refer to the Commercials Contract for rates for group performers.

d. Foreign Use

If Producer wishes to acquire the rights to exhibit the commercial for foreign use, the performer's contract shall contain a provision granting rights for each one-year period at additional compensation as follows:

- 1) For use in South America and/or Central America and/or Mexico (outside the border states): 3 session fees.
- 2) For use in the Caribbean and/or Puerto Rico: 2 session fees.
- 3) For use in any single county covered in (1) or (2) above: 3 session fees.

e. Exclusivity

If Producer wishes to obtain exclusivity for a competitive product or service in English language commercials, Producer must pay an additional 50% for session, use and holding fees. Producer must notify performer at time of audition and hire of the intent to obtain this additional exclusivity.

f. Translation – requires an additional amount equal to not less than 50% of the minimum session fee

g. Except as otherwise provided in Schedule C, all terms of the Commercials Contract are applicable.

II. Extra Performers (Schedule D)

1. Recognition & Scope (Section 1)

The terms and conditions of Schedule D are applicable to all persons engaged to perform extra work for commercials in the following zones:

Los Angeles

300 air miles in radius from the intersection of Beverly Blvd. and La Cienega Blvd.; Producer is not obligated to transport extra performers to locations which are more than 100 miles from such intersection but is obligated to all other provisions under Schedule D, including Preference of Employment, if registered extra performers are readily available at time and place of location photography.

New York

300 air miles from the center of Columbus Circle for commercials produced by studios based in New York; Producer is not obligated to transport extra performers to locations which are more than 100 miles from Columbus Circle but is

obligated to all other provisions under Schedule D, including Preference of Employment if registered extra performers are readily available at time and place of location photography.

100 air miles from the center of Columbus Circle for commercials produced by studios not based in New York.

Other Extra Zones

Albuquerque, NM	100 miles from center of city
Atlanta, GA	100 miles from center of city
Boston, MA	100 miles from center of city
Chicago, IL	100 miles from center of city
Cleveland, OH	100 miles from center of city
Dallas, TX	100 miles from center of city
Denver, CO	150 miles from center of city
Detroit, MI	100 miles from center of city
Hawaii	The State of Hawaii
Houston, TX	100 miles from center of city
Las Vegas, NV	100 miles from center of city
Miami, FL	100 miles from center of city
Minneapolis, MN	100 miles from center of city
Nashville, TN	100 miles from center of city
Orlando, FL	100 miles from center of city
Philadelphia, PA	100 miles from center of city
Phoenix, AZ	150 miles from center of city
Portland, OR	100 miles from center of city
Salt Lake City, UT	100 miles from center of city
St. Louis MO	100 miles from center of city
San Diego, CA	The city of San Diego
San Francisco, CA	100 miles from Market & Powell Streets, including Lake Tahoe
San Juan, Puerto Rico	100 miles from center of city
Seattle, WA	100 miles from center of city
Tucson, AZ	150 miles from center of city
Washington, DC	100 miles from center of city
Wilmington, NC	100 miles from center of city

The terms and conditions of Schedule D apply in a zone of 100 miles from the center of any other city where the Union maintains an office.

2. Interviews (Section 17.G.)

First Interview:

- Extra Performer - no payment for 1st hour; 1/8th session fee for 2nd hour
- Hand Model – 1/8th session fee for each of 1st two hours; additional time paid in units of 2 hours computed at the hourly rate

Second Interview:

- Extra Performer – 2 hours' pay at hourly rate
- Hand Model – 2 hours' pay at hourly rate

Interview allowance is not compensation subject to payroll deductions or P&H contributions.

3. Hiring of Extra Performers (Section 3)

- a. No extra performer shall be employed on account of personal favoritism.
- b. Rotation of work shall be established to such a reasonable degree as may be possible and practicable.
- c. An extra performer may not be requested to grant exclusivity nor can he/she be limited in any way in his/her right to secure employment for a competitive product or service.
- d. Hazardous Work
 - 1) When given a call, an extra performer must be given a complete description of the work to be performed. In all cases, he/she must be advised of any unusual working conditions, including, but not limited to, work with animals, hazardous working conditions, night work, and wet, dust and smoke work. When not notified, he/she must be given the option of refusing to work and must be paid a full day's pay.
 - 2) Extra performers who accept hazardous work shall be entitled to additional compensation, the amount of which is to be agreed upon between the extra performer and the

Producer, or the Producer's representative, prior to the performance of such work.

- 3) If Producer requires a hand model to perform activities which by virtue of their nature will subject him/her to physical injury or hazard, it shall be deemed to be hazardous work (e.g., close contact with flame or extremely hot objects and excessive exposure to detergents or chemicals). Such work requires additional compensation, the amount of which is subject to separate negotiation between the hand model and Producer.

4. Costume Fittings (Section 17.H.)

- a. Fittings on a day prior to the work call shall be paid at $\frac{1}{4}$ check for 2 hours time; additional time is paid at the hourly rate in units of 30 minutes.
- b. Fittings on the same day as the work call are paid at straight time computed in units of 30 minutes; however, if 4 hours or more intervene between the fitting and the work call, payments will be made as though the fitting occurred on a day prior. If less than 4 hours intervenes from the termination of the fitting to the time of the work call, all intervening time is work time.
- c. An extra performer who is fitted and not employed in the production for which he/she was fitted, is due not less than a session fee.

5. Wardrobe Allowance (Section 17.E.)

An extra performer, including a hand model, who reports in and/or brings specified wardrobe as requested by the Producer, or his/her representative, is entitled to a wardrobe maintenance allowance as follows:

Specified Wardrobe	\$16.90 per costume
Evening or Period Wardrobe	\$28.20 per costume

6. Types of Use (Section 5) & Session Fees (Section 6)

- a. Unlimited Use

Unless the extra performer is notified at the time of hire that he/she is to be paid on the basis of a 13-week cycle of use,

he/she must be paid at not less than the Unlimited Use rate applicable to the extra performer's classification.

Extra Performer	\$291.80
Hand Model	\$445.30

b. 13-Week Cycle & Extension

If the extra performer is notified at the time of hire that he/she is to be paid on the basis of a 13-week cycle of use, he/she shall be paid not less than the following for the initial 13-week cycle:

Extra Performer	\$169.40
Hand Model	\$296.20

Any use beyond the initial 13-week cycle of use will require notification and additional payment to the extra performer as follows:

Extra Performer	\$218.50
Hand Model	\$321.00

c. Stand-In or Photographic Double

If an extra performer is required to perform work as a stand-in or photographic double during any part of his/her workday in addition to performing any other extra performer work, he/she will receive additional compensation of not less than an additional day's pay. Overtime shall be paid on the highest classification only.

d. Commercials Made for Initial Use on the Internet

- 1) Producer may bargain freely with performer with respect to compensation. The provisions of Schedule D, Section 17 (Working Conditions) are applicable, except that allowances and liquidated damages are subject to direct bargaining with the performer or his/her agent.
- 2) All compensation paid to performer is subject to Pension & Health contributions by Producer.
- 3) In the event of broadcast use of an Internet commercial, Producer shall also pay each extra performer not less than the difference, if any, between the applicable minimums

provided in the Commercials Contract and the rate bargained and initially paid to the extra performer.

7. Cable (Section 7)

Extra performers hired to work in commercials produced for cable transmission only shall receive the following payments which cover use of the commercial for one year only:

	1 st commercial produced in 1 day	Each additional commercial
Extra Performer	\$291.80	\$ 72.95
Hand Model	\$445.30	\$111.35

Producer may negotiate with extra performers for the right to use such commercials on cable beyond one year, on terms no less favorable than herein provided.

8. Cancellation of Calls (Section 17.C.)

- a. The Producer has the right to cancel any call for any of the following reasons beyond his/her control:
 - 1) illness in the principal cast;
 - 2) fire, flood or other similar catastrophe;
 - 3) governmental regulations or order issued due to a national emergency.

In the event of any such cancellation, the extra performer shall receive a ½ check. If the extra performer is notified of such cancellation before 4:00 P.M. of the work day previous to the work date specified in the call, or is otherwise employed on the same work date by the same production company, at a rate equal to or higher than the rate applicable to the cancelled call, he/she is not entitled to such ½ check.

- b. The Producer is entitled to hold and use the extra performer for 4 hours; for each additional 2 hours or fraction thereof, the extra performer will receive a ¼ check. During the time the performer is held, the Producer may put him/her in costume, rehearse or make other use of his/her services. If, however, any recording or photography is done, the extra performer is entitled to a full session fee.

9. Weather Permitting Calls (Section 17.O.)

- a. When a “weather permitting” call is given, Producer must specify that the extra performer will work (1) if it is raining, (2) if it is cloudy or (3) if the sun is shining or (4) if any other special type of weather is a condition precedent to the performer working.
- b. When scheduled photography is canceled by Producer because of weather conditions, extra performers hired on a weather permit call must be paid a ½ day’s pay, which entitles Producer to hold the performer for not more than 4 hours. The extra performer will receive a ¼ check for each additional 2 hours or fraction thereof. During this time, Producer may costume, rehearse or otherwise use the performer, except for recording or photographing, still or otherwise, in which case the performer will receive a full day’s pay.
- c. An extra performer may cancel a weather permitting call previously accepted by notifying the agency prior to 7:30 P.M. or the closing time of such agency, whichever is earlier, unless he/she has been established in the commercial.

10. Workday (Section 8.)

- a. Day’s Pay Per Commercial

An extra performer who works in more than one commercial during a single day will be paid a full day’s pay, including overtime incurred, which constitutes payment for the first commercial. The extra performer is guaranteed payment of one day’s pay for 8 hours or less. Work in each additional commercial requires payment of an additional day’s pay for each. Overtime is calculated on the basis of a single day’s pay.

If more than one day’s work is required in a single engagement, the extra performer is entitled to payment for the number of days of work or the number of commercials produced, whichever is greater.

- b. Rest Breaks

An extra performer is entitled to at least 5 minutes rest during each hour of actual rehearsal or shooting. If the scene being shot

is of a continuing nature, the rest period may be accumulated to be not less than 10 minutes during each 2 hours of such continuous rehearsal or shooting.

c. Wild Footage

Where Producer employs an extra performer during a single day for the purpose of shooting footage that is not being photographed for use in any particular commercial(s), such photography thereafter may be integrated into several commercials made subsequently for the same advertiser and may be used for a period not to exceed 21 months, provided that each of the following conditions are met:

- 1) The extra performer must be notified in advance that he/she is being employed on the single day for photography that is not being shot for use in any particular commercial(s), i.e., wild footage.
- 2) The extra performer must be paid 2 full days' pay, including overtime, for work performed during that single day.
- 3) The extra performer shall be guaranteed an additional 2 full days' pay, including overtime, for future possible use of such photography in commercial(s) during the 21 month period. He/she therefore receives a total of 4 full days' pay, including overtime, for work performed on the single day.
- 4) Such extra performer will receive an additional 4 full days' pay, including overtime, for any additional uses of the photography during each 21 month period beyond the first.

d. Alternate Scenes or Lines

Alternate scenes photographed or lines recorded for legal or continuity clearance reasons for a specific single commercial are not considered additional or separate commercials and do not require additional compensation unless and until such alternate scenes or lines are incorporated into a commercial and such commercial is telecast. In that event, all extra performers to whom an integration fee has not been paid shall be paid an additional day's pay.

e. **Directorial Changes**

In accordance with past experience, directorial changes based on the director's discretionary judgment and creative skills may be made in the course of photography or recording without such changes constituting additional commercials, provided that such changes relate to the specific storyboard, script and fundamental concept of the commercial.

11. Overtime (Section 17.A.)

An extra performer employed in excess of 8 hours, excluding meal periods, shall receive time and one-half for the 9th and 10th hours and double time thereafter in hourly units. Overtime payments shall not be compounded. All overtime is based on the maximum pay he/she is receiving on that day.

Exceptions:

- Overtime attributable to travel from location is paid at straight time except that travel past midnight is paid at time and one-half.
- Overtime caused by travel from location is computed in 15 minute units.

12. Meal Periods (Section 17.F.)

- a. Meal periods must occur within 6 hours of the first call. Subsequent meals must occur within 6 hours from the preceding meal. Whenever Producer supplies meals or other food or hot drinks, or pays any money in lieu thereof, to the cast and crew, the same shall be furnished to all extra performers. When meals are served, tables and seats shall be made available. The furnishing of snacks, such as hot dogs or hamburgers, does not constitute a meal period.

Liquidated damages for meal period violations shall be \$25.00 for each ½ hour for the first 1 hour of violation and \$50.00 for each ½ hour thereafter.

- b. Night Meals: food and hot drinks must be provided when extra performers are required to work after 11:30 P.M.

13. Sixteen Hour Rule (Section 17.D.)

Extra performers shall not be employed in excess of a total of 16 hours, including meal periods, travel time, and actual time required to turn in wardrobe or property in any one day of 24 hours.

Liquidated damages for violation of the foregoing shall be 1 day's pay (at the performer's scheduled or adjusted daily rate) for each hour or fraction thereof of such violation. Damages shall be paid at straight time unless the violation occurs during a Saturday, Sunday or holiday for which double time is paid.

14. Call Backs (Section 17.B.)

A "call back" means instruction by the Producer to the performer prior to dismissal that he/she is to return to work on the same commercial.

Producer agrees that "call backs" shall be made no later than 4:00 P.M. on the business day prior to that specified in the "call back". When given a definite "call back," an extra performer may not be canceled except as provided in Section 17.C., Cancellation of Calls, and Section 17.O., Weather Permitting Calls. On a day when shooting commences prior to 2:00 P.M., unless the performer has been given a definite "call back" by 4:00 P.M., he/she shall be free to accept other employment.

15. Dressing Rooms, Sanitary Provisions, Telephone Access (Section 17.Q.)

a. Water Supply

Every set or location shall be supplied with pure drinking water. Common drinking cups are prohibited.

b. Chairs & Cots

An adequate number of suitable chairs shall be made available on sets or location for all extra performers. On every set or location, a cot suitable for use as a stretcher, or a stretcher, shall be provided.

c. Dressing Rooms

Producer shall provide a room where extra performers may change their clothing in privacy and comfort. Unless dressing rooms are provided adjacent to set or location, Producer shall be responsible for damage to personal wardrobe or property. Separate dressing rooms are to be provided for minors of each sex. Dressing rooms shall be “clean and in repair” with adequate space and reasonable privacy provided. Heaters or fans, as needed, shall be provided in all dressing rooms.

d. Locker Rooms

Adequate provisions shall be made for the proper and safekeeping of clothing of extra performers during work hours. If a locker is not provided, a responsible party shall be put in charge of any clothing or property belonging to extra performers.

e. Toilet & Washing Facilities on Location

Adequate toilet facilities must be provided for all extra performers. Toilets must be private and kept in clean, sanitary condition. Toilet paper must be provided and sanitary napkins must be available. Washing facilities with soap must be provided and either paper or individual towels supplied. Common towels are not permitted. Appropriate time and facilities for clean-up shall be given to all extra performers before departing from a distant location.

f. Temperature Control

When extra performers are not performing before the camera they must be provided with a reasonable temperature controlled area.

g. When buses, automobiles, or other transportation are used as shelters or resting areas at the location, such facilities must be available at all times.

h. Extra performers shall have the opportunity to use a telephone when available so long as production or work is not interfered with or delayed.

16. Payment Requirements (Section 10)

- a. Session Fees: 12 working days after the session date(s)
- b. Integration Fees: 15 working days after the first air date of the first commercial into which photography has been integrated

17. Allowances for Vehicles, Skates & Other Props (Section 17.I.)

- a. Automobile, Trailer or Motorcycle – an extra performer who is directed to, and does, report with his/her automobile, trailer or motorcycle is entitled to an allowance of \$36.05 per day. Producer also agrees to pay the current travel allowance rate allowed by the IRS as non-reported income for all miles traveled by the extra performer upon the Producer’s instructions.

On all locations, Producer must provide lawful parking for any vehicle with which an extra performer reports at the direction of Producer.

- b. Skates & Skate Boards - \$9.05 per day for each pair of skates and each skate board.
- c. Bicycle or Moped - \$12.05 per day for a bicycle and \$18.05 per day for a moped.
- d. Props – when an extra performer is directed to, and does, report with the following items, he/she is entitled to a daily allowance of:

Camera	\$ 5.50
Pet	\$23.00
Luggage (per piece - includes book bags & briefcases)	\$ 5.50
Golf Clubs & Bag	\$12.00
Tennis Racquet	\$ 5.50
(only if not already being paid as part of a tennis wardrobe allowance)	
Skis (includes poles & boots)	\$12.00
Binoculars or Opera Glasses	\$ 5.50
Large Portable Radios	\$ 5.50
Books (each)	\$ 2.50

If Producer requires the extra performer to provide props other than those listed above, Producer must bargain with the extra

performer to establish an appropriate rate of allowance at the time of engagement.

18. Wet, Snow, Smoke & Dust Work (Section 17.J.)

- a. An extra performer who is required to get wet by natural or artificial means, or to work in natural or artificial wet snow, smoke or dust, or any combination of such conditions, shall receive additional compensation of not less than \$40.00. An extra performer must be notified at the time of hire if wet, snow, smoke or dust work is involved and the check-off box on the employment contract must so indicate. If not notified, he/she may refuse to perform in such conditions and will be paid a full day's pay. No later than the first day of employment, Producer must provide each performer with a Material Specification Data Sheet (MSDS) if work in smoke is required.

A 15-minute per hour break must be given away from the area of smoke or dust.

- b. Producer must comply with all Federal and State laws and regulations applicable to the use of substances utilized for the creation of smoke.
- c. It is the Producer's responsibility to provide the extra performer with protection from sunburn, frostbite and extremes of temperature.

19. Body Make-up, Skull Cap, Hair Goods & Haircuts (Section 17. K.)

- a. An extra performer who is directed to have body make-up or oil applied to more than 50% of his/her body, and/or who is required to and does wear hair goods (specified as wigs, beards sideburns, mustaches or goatees) affixed with spirit gum, and/or who is required to wear his own natural full-grown beard as a condition of employment, is entitled to additional compensation in the amount of \$31.40.
- b. Any woman extra performer required to have body make-up applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any extra performer, whether a man or woman, required to have body make-up applied to his or her

full arms and legs, is entitled to such additional compensation.

- c. When an extra performer's hair, including sideburns, must be cut, advance notice must be given at the time of the booking. In no event may the extra performer's hair be cut earlier than 48 hours before the call. Producer will utilize only qualified hairdressers and stylists for cutting and styling an extra performer's hair.

20. Night Work (Section 17. M.)

For all work performed between the hours of 8:00 P.M. and 1:00 A.M., the extra performer will receive an additional 10% of any payment that he/she is otherwise entitled to for those hours.

For all work performed between the hours of 1:00 A.M. and 6:00 A.M., the extra performer will receive an additional 20% of any payment that he/she is otherwise entitled to for those hours. If the call commences before 2:00 A.M., the premium of 20% shall continue for all hours until the end of the call.

21. Saturday, Sunday and Holiday Work (Section 17. N.)

a. Saturday Work

All work performed on Saturday (midnight Friday to midnight Saturday), except on distant location, is paid at the rate of double time.

Saturdays worked on a distant location are paid at straight time. Saturdays not worked on a distant location, where the extra performer is required to remain and be lodged overnight at Producer's expense, are paid one day's pay at straight time.

b. Sunday Work

All work performed on Sunday (midnight Saturday to midnight Sunday) is paid at the rate of double time.

Extra performers on a distant location are paid one day's pay at straight time for Sundays not worked.

c. Holidays

New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (President's Day), Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day are recognized as holidays. If any of the above holidays falls on Sunday, the following Monday shall be deemed the holiday.

Holidays Not Worked – For other than distant location work, an allowance of one day's pay at straight time if the extra performer is employed by the Producer the day before and the day after one of the above named holidays, except when the holiday occurs on a Saturday. Distant location – an allowance of one day's pay at straight time.

Holidays Worked – Double the daily wage.

22. Travel (Section 17.P.)

a. Nearby Location

Within the New York and Los Angeles extra zones, nearby locations are those locations outside of the studio zone on which extra performers are not lodged overnight but return to the studio at the end of the workday. Within all other specified extra zones, nearby locations are those to which extra performers are transported from the place of reporting and are not lodged overnight but return to the place of reporting at the end of the workday.

Travel time to and from location, and while on location, shall be work time, provided that travel time from a nearby location is paid in units of 15 minutes and is not considered for the purpose of computing daily overtime. No additional compensation is paid for travel time which occurs during the period for which the extra performer is otherwise being compensated.

b. Distant Location

A distant location is one on which the extra performer is required to remain away and be lodged overnight. Please refer to the Commercials Contract for travel time provisions as well as provisions regarding traveling expenses and accommodations.

c. Transportation

- a. When an extra performer is required to report within the zone, he/she shall furnish his/her own transportation unless the location cannot be reached by ordinary means of transportation, or unless the location in New York City is not in the Borough of Manhattan, Brooklyn, Bronx, or Queens, exclusive of the Rockaways.

In zones other than NYC, in the event that street parking in the area within a reasonable distance of the place of reporting 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 must make parking arrangements at no expense to the extra performer.

- b. If services of the extra performer are required at any place other than the place of reporting, the Producer is required to furnish transportation, except when an extra performer is directed to, and does, report with his/her automobile. Vehicles utilized in the transportation of extra performers shall be in safe operating condition and in good repair with adequate liability insurance in effect. The drivers of such vehicles must hold any necessary license required by applicable State law for the type and size of vehicle used in the transportation of extra performers. Extra performers must be dismissed at the place of reporting.
- c. Any extra performer required to work at night in New York City and not dismissed by 10:00 P.M. will be provided transportation by the employer to either Grand Central Station, Penn Station or Port Authority, whichever is most convenient for the extra performer.

In zones other than New York City, when extra performers 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 Producer.

23. Integration (Section 9)

Whenever photography made for a commercial is integrated into one or more commercials, all extra performers involved in that portion of the footage as utilized receive a single additional payment of a session fee.

24. Liquidated Damages for Late Payment (Section 11)

Liquidated damages for late payment are paid at the rate of \$2.50 per working day for up to 30 days. Thereafter notice of failure to pay must be given by the extra performer or SAG. If full payment plus accrued damages is not made within 12 working days, additional damages of \$5.00 per working day will be instituted without limit as to time and will be retroactive to the date of employer's receipt of notice.

25. Agent's Fee (Section 13)

The Producer, not the extra performer, is responsible for the agency fee for obtaining employment. If the extra performer is represented by an agent, the Producer will include the agent's commission in the gross compensation to the extra performer provided that the performer's gross compensation less such agent's commission is not below the applicable minimum compensation for such employment. However, an extra performer working in the classification of hand model under the "Unlimited Use" provisions of Section 6 Minimum Wage Scales, may pay an agent's commission out of such minimum payment. Gross compensation for all extra performers shall be subject to applicable Pension & Health contributions.

26. Employment of Minors (Section 17. R.)

The provisions of Section 32 above, with the exception of Education requirements, also apply to minor employed as extra performers.

27. Dancers

The provisions of Section 37 above also apply to extra performers employed as dancers.

INDEX FOR 2003 COMERCIALS CONTRACT DIGEST

SUBJECT MATTER	PAGE
Agent's Fee, Extra Performers.....	54
Allowance for Meals.....	10
Allowances for Vehicles, Skates, Bicycles, Mopeds & Props (Extras).....	49
Alternate Scenes or Lines.....	7, 45
Auditions.....	1
Body Make-up, Hair Goods, Haircuts.....	50
Cable.....	29, 43
Call Backs (Extras).....	47
Cancellation & Postponement.....	8, 43
Check Voucher.....	13
Children (See Minors)	
Class A Program Commercials.....	28
Class B & C Program Commercials.....	28
Consecutive Employment.....	8
Contractors.....	6
Dancers.....	24, 54
Dealer Commercials.....	32
Doubling – Dubbing.....	7
Downgrading.....	16
Dressing Rooms.....	12, 47
Education (See Minors)	
Editing of Commercials.....	14
Effective Date & Term of Contract.....	1
Engagement.....	2, 40
Exclusivity.....	3, 37
Extra Performers.....	38
Facilities.....	12
Fittings.....	5, 41
Foreign Use.....	34
Foreign Use (Spanish Language).....	37
Holding Fee.....	21
Holidays.....	10, 51
Industrial/Theatrical Exhibition.....	34

Integration (Extras).....	54
Intended Use Notice.....	2
Internet.....	31, 42
Interviews (Extras).....	40
Joint Promotions.....	7
Late Payment.....	14, 54
Lockers.....	12, 48
Maximum Period of Use.....	22
Meal Periods.....	9, 46
Mileage Allowance.....	12
Minors.....	17, 54
Multiple Tracking & Sweetening (Singers).....	6
Night Work.....	11, 51
Nondiscrimination & Affirmative Action, Policy of.....	2
Outgrading.....	16
Overtime.....	10, 46
Payment, Timely.....	13, 49
Pension & Health.....	35
Per Diem.....	10
Persons Covered – Principal Performers.....	17
Postponement.....	8, 43
Program Use - Compensation.....	28
Protection of Principal Performers & Stunt Performers.....	22
Public Service Announcements.....	33
Rehearsals.....	5
Rest Breaks.....	19, 44
Rest Period.....	11
Restrictions on Use of Commercial.....	20
Safety.....	22
Saturdays, Sundays, Holidays.....	10, 51
Sanitary Provisions (Extras).....	47
Seasonal Commercials.....	33
Session Fees.....	5, 41
Singers.....	6
Sixteen Hour Rule.....	47
Smoke Work.....	11, 50
Smoke-free Environment.....	13
Spanish Language Commercials.....	35
Stand-in, Photodouble.....	42

Stunt Driving Guidelines.....23

Tags.....14

Telephone Access.....47

Terms of Employment.....1

Theatrical/Industrial Exhibition.....34

Toilet Facilities.....12, 48

Travel.....9, 52

Types of Use, Extra Performers.....41

Upgrades.....17

Wardrobe Allowance.....5, 41

Weather Permitting Calls.....8, 44

Wild Footage (Extras).....45

Wild Spot Use.....25

Wet, Snow, Dust Work (Extras).....50

Workday (Extras).....10

Work Hours (Minors).....19

NOTES

NOTES
