SCREEN ACTORS GUILD MEMBERSHIP RULES AND REGULATIONS

1. No member shall work as a performer or make an agreement to work as a performer for any producer who has not executed a basic minimum agreement with the Guild which is in full force and effect. This provision is worldwide.

(A.) No member shall perform any services as a performer nor make an agreement to perform services as a performer for any producer against whom the Guild is conducting a strike, nor shall any member otherwise violate any strike order of the Guild.

2. It shall be the duty of every member to report to the Guild any violation by a producer of any of the Guild's collective bargaining contracts, as the same now exist or may hereafter be amended.

3. It shall be the duty of every member when requested by the Guild, to appear and testify at any arbitration hearing, any hearing of charges against a member, and at any other hearing conducted by the Guild or by any committee or tribunal appointed by the Board of Directors.

4. No member shall appear in, or assist in any manner, either directly or indirectly, any benefit which has not first been approved by the Theatre Authority, Inc.

5. Every member of the Guild who is now, or hereafter becomes a member of, or applies for membership in any trade union not a branch of the Associated Actors and Artistes of America, ("4A's") which purports to represent or seeks to represent employees in the jurisdiction of any branch of the 4A's, shall immediately report in writing the facts concerning the same to the Guild, and particularly shall report: (a) the name of the trade union; (b) how long he or she has been a member; (c) date of application; and (d) date he or she became a member. If the Board of Directors shall be of the opinion that dual membership of any member in the Guild and in any other such trade union is detrimental to the best interest of the Guild, it may require such member to divest himself or herself of membership in such other trade union, and in default thereof, may suspend or expel such member. Failure of a member to give notice under this Section, or failure to comply with an order of the Board pursuant to this Section shall be conduct unbecoming a member of the Guild. The words "trade union" as used in this Section include any associated substantially similar to a trade union.

6. It shall be the duty of every member to carry his or her Guild card when working, and to permit any representative of the Guild to freely inspect the same.

No member shall allow any other person to have possession of his or her Guild card.

7. Unless otherwise provided in Rules of Procedure which have been previously approved by the Board of Directors, no member of any Nominating Committee shall be nominated by such Committee for any office in the Guild.

8. No Guild member shall drive any studio equipment to location.

9. It shall be conduct unbecoming a member of the Guild to accept employment in the jurisdiction of any other branch of the Associated Actors and Artistes of America for an employer whose employees are represented by the other branch, unless the member seeking such employment first inquires of the other branch to ascertain whether the employer is a signatory to a collective bargaining agreement

with the other branch. It shall be conduct unbecoming a member if the member accepts employment with an employer in the jurisdiction of another branch after having been advised by the other branch that:

(A.) The employer has refused to bargain in good faith a collective bargaining agreement with the other branch and the other branch has declared the employer unfair or has otherwise directed its members not to work for the employer; or

(B.) If the employees of the employer are engaged in a primary strike ratified or approved by the other branch.

10. The Presiding Officer at Board meetings and the chair of each committee shall be empowered to invoke a rule of confidence with regard to any subject to be discussed which is deemed to be of a confidential nature, on which outside discussion might be detrimental to the best interests of the members of the organization. This rule of confidence may be overruled by a majority of the Board or committee members present.

11. Except with written permission of the Screen Actors Guild, to be given in such manner as shall from time to time prescribed by the Board of Directors, the making, solicitation or collection of group gifts or memorials of any character by members of the Screen Actors Guild to or for producers, production managers, directors, assistant directors, members of casting offices, and ramrods or any other person connected with the production department of motion pictures, shall be considered conduct unbecoming a member of the Guild.

It shall likewise be deemed conduct unbecoming a member for any member of the Guild, directly or indirectly, to give or offer to give any money, gift, gratuity or other thing of value to an employer, or prospective employer, to any officer, agent, representative or employee of such employer or prospective employer, or to any employment or casting agency representing an employer, or prospective employer, or to any of their officers, agents, representatives or employees as an inducement to secure employment. This rule shall not apply to prohibit the payment of lawful commissions to motion picture agents holding franchises from the Guild.

12. When a complaint is presented by the Guild for a member against a producer, the member shall be deemed to have given the Guild power and authority to dismiss, compromise, settle or otherwise dispose of the complaint.

The Guild, in its presentation of such complaints, shall have the power and authority to take such steps as the member might take.

If the Guild, in its discretion, shall determine not to prosecute a given complaint, it may allow the member involved to prosecute such complaint at his or her own expense.

13. **(A.)** It appears that performers do not have their normal freedom of action in bargaining for their employment in motion pictures where it is publicly known that the profits therefrom are to be devoted in whole or in part to charitable, patriotic, or benevolent purposes. Such pictures are hereby defined as "pressure pictures". It is hereby declared to be conduct unbecoming a member of the Guild for any member to appear in any motion picture production of the type above described without compensation or for an amount of compensation substantially

below the member's usual motion picture salary.

(B.) It appears that from time to time motion picture stars and featured players are asked to appear, without compensation for so-called "interviews", in television films intended for exhibition as commercially sponsored television programs, that the appearance of performers in such films would, in fact, be performances and would be an important part of the entertainment portion of such programs; that such programs are usually produced or presented by persons having influence in the motion picture, television, and newspaper business; that they by reason of the above facts, performers would not have their normal freedom of action in bargaining for their employment in such television films; and that the appearance of performers in such television films without compensation would be harmful to the employment of other performers, in that such programs take the place of other programs in which performers would be employed at their usual and customary compensation. Such television films are, therefore, hereby included in the definition of "pressure pictures" hereinabove defined in this Rule 13. It is hereby declared to be conduct unbecoming a member of the Guild for any member to appear in any television film of the type above described without compensation or for an amount of compensation substantially below the member's usual television film salary.

14. No member of the Guild may perform services both as a performer and as an assistant director, nor as a performer and an employee serving in any casting capacity, nor as a performer and an employee working within the jurisdiction of any theatrical teamster union in any motion picture or television motion picture series without the consent of the Guild.

15. It is the Guild's objective that no member use a professional name which is the same as, or resembles so closely as to tend to be confused with, the name of any other member. The Name Duplication Committee of the Guild, through consultation and mediation with the members involved, will work towards an equitable resolution of name duplication disputes. The Guild urges all applicants and members to minimize any personal or individual risk of liability by avoiding a name that may cause confusion. The Guild shall not be responsible or legally liable in the event an applicant or member uses a professional name that may cause any confusion.

16. **(A.)** Rule 16 enacts the Agency Regulations which are too lengthy to set forth here. They provide that Guild members shall deal only with agents who are franchised by the Guild and regulate in detail the form of agency contracts and the rights and duties of performers and agents thereunder. Separate copies of these Regulations are available and may be obtained from the Guild office by request.

(B.) Where an agent enters the military service of the United States, whether by reason of the draft or voluntarily, no member may discharge such agent for such reason without the consent of the Guild. It will be policy of the Guild to refuse such consent if satisfactory arrangements are made for the servicing of the member by another agent without additional charge to the member. The Screen Actors Guild shall be the judge as to whether such arrangements are satisfactory.

(C.) No member of the Guild shall engage in the agency business without first obtaining a withdrawal from the Guild.

17. Legislation in certain foreign countries provides that performers, collectively, have the right to share in a copyright royalty fund for certain exhibitions in those countries of motion pictures and television programs. Claims for such share may be made only by approved collecting societies in behalf of performers collectively.

Pursuant to the Guild's objective to protect the rights and properties of performers, the Guild is authorized to enter into agreements with approved foreign collecting societies to prosecute claims for royalties due performers under applicable foreign law. The Guild shall retain the net proceeds, if any, received by the Guild from such collecting societies to defray the cost of administering the Guild for the welfare and in the interest of performers.

18. No member shall perform services as an Extra performing for any production without coverage of the applicable Guild agreement in the specific zones, as to minimum pay, benefits and working conditions.