

**2009 Contract Summary
THEATRICAL MOTION
PICTURES and TELEVISION**

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SCREEN
ACTORS
GUILD



SCREEN ACTORS GUILD

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This is a digest of principal performer rates and working conditions in effect under the 2009 Screen Actors Guild Theatrical Motion Pictures and Television Contract with Producers. The term of the contract is for three years, commencing with the effective date of June 10, 2009 and continuing through June 30, 2011. Not all the rates and not all the contract provisions can be covered here. This digest is intended to generally outline those rates and conditions which normally occur and to provide a readily available source of answers to most questions. For exact contract language and interpretation, please contact a representative at your local Guild office.

SCREEN ACTORS GUILD

National Headquarters
5757 Wilshire Boulevard
Los Angeles, California 90036-3600

Theatrical Contracts..... (323) 549-6828
Television Contracts..... (323) 549-6835
Singers' Representative..... (323) 549-6864
Stunt & Safety (323) 549-6855
Residuals Claims (323) 549-6507
Residuals Payment Information (323) 549-6505
Signatory Status (323) 549-6869
Production Services..... (323) 549-6811

MAIN SWITCHBOARD..... (323) 954-1600
SAG Members Outside of Los Angeles..... (800) SAG-0767

SAG BRANCH OFFICES

ARIZONA/UTAH

1820 East Ray Road
Chandler, Arizona 85225
(480) 264-7696 Fax (480) 275-6987

BOSTON

20 Park Plaza, Suite 822
Boston, Massachusetts 02116
(617) 262-8001 Fax (617) 262-3006

CHICAGO

1 East Erie Drive, Suite 650
Chicago, Illinois 60611
(312) 573-8081 Fax (312) 573-0318

CLEVELAND (AFTRA)

c/o 1 East Erie Drive, Suite 650
Chicago, Illinois 60611
(312) 573-8081 Fax (312) 573-0318

COLORADO / NEW MEXICO,

Market Square Center
1400 Sixteenth Street #400
Denver, CO 80202
(720) 932-8193 Fax (720) 932-8194

DALLAS

15950 N. Dallas Parkway, Suite 400
Dallas, Texas 75248
(972) 361-8185 Fax (972) 361-8186

DETROIT

Town Center
2000 Town Center, Suite 1900
Southfield, Michigan 48075
(248) 351-2678 Fax (248) 351-2679

FLORIDA

7300 North Kendall Drive, Suite 620
Miami, Florida 33156
(305) 670-7677 Fax (305) 670-1813

GEORGIA

455 E. Paces Ferry Road NE., Ste. 334
Atlanta, Georgia 30305
(404) 239-0131 Fax (404) 239-0137

HAWAII

949 Kapiolani Boulevard, Suite 105
Honolulu, Hawaii 96814
(808) 596-0388 Fax (808) 593-2636

HOLLYWOOD

5757 Wilshire Blvd
Los Angeles, CA 90036
(323) 954-1600

HOUSTON

c/o 15950 N. Dallas Parkway, Suite 400
Dallas, Texas 75248
(972) 361-8185 Fax (972) 361-8186

MINNEAPOLIS

c/o 1 East Erie Street, Suite 650
Chicago, Illinois 60611
(312) 573-8081 Fax (312) 573-0318

NASHVILLE

c/o 7300 N. Kendall Dr., Suite 620
Miami, Florida 33156-7840
(305) 670-7677 Fax (305) 670-1813

NEVADA

3960 Howard Hughes Pkwy, Suite 500
Las Vegas, Nevada 89169
(702) 737-8818 Fax (323) 549-6460

NEW YORK

360 Madison Avenue, 12th Floor
New York, New York 10017
(212) 944-1030 Fax (212) 944-6774

NORTH CAROLINA

c/o 7300 North Kendall Drive, Suite 620
Miami, Florida 33156
(305) 670-7677 Fax (305) 670-1813

PHILADELPHIA

1800 J.F.K. Boulevard, Suite 300
Philadelphia, Pennsylvania 19103
(215) 351-2678 Fax (866) 226-6983

PORTLAND

c/o 800 Fifth Avenue, Suite 4100
Seattle, Washington 98104
(206) 224-5696 Fax (206) 224-5695

SAN DIEGO

c/o 3960 Howard Hughes Pkwy, Suite 500
Las Vegas, Nevada 89169
(702) 737-8818 Fax (323) 549-6460

SAN FRANCISCO

350 Sansome Street #900
San Francisco, California 94104
(415) 391-7510 Fax (415) 391-1108

SEATTLE

800 Fifth Avenue, Suite 4100
Seattle, Washington 98104
(206) 270-0493 Fax (206) 282-7073

ST. LOUIS (AFTRA)

c/o 1 East Erie Street, Suite 650
Chicago, Illinois 60611
(312) 573-8081 Fax (312) 573-0318

WASHINGTON, D.C.-BALTIMORE

4340 East West Highway, Suite 204
Bethesda, Maryland 20814
(301) 657-2560 Fax (301) 656-3615

2009 CONTRACT SUMMARY
THEATRICAL/TELEVISION DIGEST

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2009 CONTRACT SUMMARY

**THEATRICAL MOTION
PICTURES AND TELEVISION**

1. MINIMUM RATE

TELEVISION AND THEATRICAL	6/10/09	6/10/10
Day Performers:		
Performer	\$ 782	\$ 809
Stuntperformer	\$ 782	\$ 809
Stunt Coordinator (employed at less than "flat deal")	\$ 782	\$ 809
Airplane Pilot		
Studio	\$ 1,044	\$ 1,081
Location	\$ 1,358	\$ 1,406
Singers (Theatrical, on and off-camera)		
Solo & Duo	\$ 845	\$ 875
Groups 3-8	\$ 742	\$ 768
Groups 9+	\$ 647	\$ 670
Mouthing 1-16	\$ 620	\$ 642
Mouthing 17+	\$ 483	\$ 500
Sweetening, with/without overdubbing	+ 100% per day	
Overdubbing only	+ 33-1/3%	
Contractor 3-8	+ 50%	
Contractor 9+	+ 100%	
Singers (Television on-camera)		
Solo & Duo	\$ 845	\$ 875
Groups 3-8	\$ 742	\$ 768
Groups 9+	\$ 647	\$ 670
Mouthing 1-16	\$ 620	\$ 642
Mouthing 17+	\$ 483	\$ 500
Sweetening, with/without overdubbing	+ 100% per day	
Overdubbing only	+ 33-1/3%	
Contractor 3-8	+ 50%	
Contractor 9+	+ 100%	
Singers (Television off-camera)		
Solo & Duo	\$ 845	\$ 875
Groups 3-8	\$ 448	\$ 464
Groups 9+	\$ 385	\$ 398
Sweetening, with/without overdubbing	+ 100% per day	
Overdubbing only	+ 33-1/3%	
Contractor 3-8	+ 50%	
Contractor 9+	+ 100%	
Dancers		
Solo/Duo	\$ 782	\$ 809
3 - 8	\$ 685	\$ 709
9+	\$ 598	\$ 619
Rehearsal rate	\$ 459	\$ 475

Stunt Coordinator "Flat Deal" Money Break	6/10/09	6/10/10
Theatrical.	\$ 1,215	\$ 1,258
Television.	\$ 922	\$ 954

	<u>6/10/09</u>	<u>6/10/10</u>
Weekly Performers:		
Performer	\$ 2,713	\$ 2,808
Stuntperformer	\$ 2,913	\$ 3,015
Stunt Coordinator (employed at less than "flat deal")	\$ 2,913	\$ 3,015
Airplane Pilot (Studio and Location)	\$ 2,913	\$ 3,015
Flying/taxiing daily adjustment	\$ 896	\$ 927

"Major Role" Performer - Episodic Series One-Half (1/2) Hour and One (1) Hour (Prime-Time Network or The CW Television Network)

A performer employed on a freelance contract to perform a "major role," as defined below, in an episode of a television series shall be paid no less than the following amounts:

<u>Program</u>	<u>6/10/09</u>	<u>6/10/10</u>
½ Hour (5 days employment).....	\$ 4,301	\$ 4,450
1 Hour (8 days employment).....	\$ 6,882	\$ 7,119

Except for a performer employed for no more than one (1) day, excluding up to two (2) travel day(s), under a day performer contract, minimum guarantee for a "major role" performer employed on a one-hour episodic series shall be eight (8) days of employment on such episode and for a performer employed on a one-half (1/2) hour episodic series shall be a minimum of five (5) days of employment on such episode.

A "major role" performer is one who, as a part of his or her contractual arrangement for that employment, negotiates credit at the front of the show or negotiates credit on a separate card, or its equivalent in a crawl, at the back of the show or who negotiates credit in any of the following forms: "Guest Star;" "Special Guest Star;" "Starring;" or "Special Appearance By."

Weekly Singers	<u>6/10/09</u>	<u>6/10/10</u>
Solo & Duo	\$ 2,713	\$ 2,808
Groups 3-8	\$ 2,487	\$ 2,574
Groups 9+	\$ 2,263	\$ 2,342
"Step Out"		
-up to 15 cumulative bars.....	\$ 421	\$ 436
-16+ cumulative bars of		
over 1 hour	\$ 845	\$ 875
Sweetening, with/without overdubbing.....		+ 100% per day
Overdubbing only.....		+33-1/3%
Contractor 3-8.....		+50%
Contractor 9+.....		+100%

Dancers (theatrical & television):		
Solo/Duo	\$ 2,513	\$ 2,601
3-8	\$ 2,303	\$ 2,384
9+	\$ 2,095	\$ 2,168
Rehearsal rate:.....	(same as above)	

	<u>6/10/09</u>	<u>6/10/10</u>
Term Performers		
10 - 19 weeks guaranteed (per week)	\$ 2,328	\$ 2,409
20 or more weeks guaranteed (per week)	\$ 1,938	\$ 2,006
Beginners: 0- 6 months.....	\$ 1,044	\$ 1,081
7-12 months	\$ 1,166	\$ 1,207

Stunt Coordinator "Flat Deal" Money Break	<u>6/10/09</u>	<u>6/10/10</u>
Theatrical	\$ 4,790	\$ 4,958
Television	\$ 3,543	\$ 3,667

TELEVISION ONLY

3-Day Performers:	<u>6/10/09</u>	<u>6/10/10</u>
Performer & Singer		
(1/2-hour or 1 hour show)	\$ 1,978	\$ 2,047
Stunt performer		
(1/2-hour or 1 hour show)	\$ 2,137	\$ 2,212
Performer, Singer, Stuntperformer or Stunt Coordinator		
(1-1/2 hour or 2 hour show)	\$ 2,328	\$ 2,409
Sweetening, overdubbing, singer contractor, step out.....	(see Weekly Singers rates)	

3-Day Stunt Coordinator "Flat Deal" Money Break	<u>6/10/09</u>	<u>6/10/10</u>
½ hr. & 1 hr.	\$ 2,498	\$ 2,585
1-½ hr. & 2 hr.	\$ 2,791	\$ 2,889

Multiple Pictures (weekly):	<u>6/10/09</u>	<u>6/10/10</u>
Performers		
1/2 hour and 1 hour shows.....	\$ 2,010	\$ 2,080
1-1/2 hour show	\$ 2,361	\$ 2,444
2 hour show.....	\$ 2,784	\$ 2,881
Stunt Performers & Pilots		
1/2 hour and 1 hour shows.....	\$ 3,209	\$ 3,321
1-1/2 hour show	\$ 3,557	\$ 3,681
2 hour show.....	\$ 3,949	\$ 4,087
Series:		
1/2 Hour		
Guaranteed 13 or more.....	\$ 2,713	\$ 2,808
Less than 13 (more than 6).....	\$ 3,104	\$ 3,213
6	\$ 3,620	\$ 3,747

6/10/09 6/10/10

1 Hour		
Guaranteed 13 or more.....	\$ 3,263	\$ 3,377
Less than 13 (more than 6).....	\$ 3,641	\$ 3,768
6.....	\$ 4,257	\$ 4,406
1-1/2 Hour		
Guaranteed 13 or more.....	\$ 4,346	\$ 4,498
Less than 13, but more than 6.....	\$ 4,923	\$ 5,095
2 Hour		
Guaranteed 13 or more.....	\$ 5,434	\$ 5,624
Less than 13, but more than 6.....	\$ 6,296	\$ 6,516
2 or More Series in Combined Format		
1 hour.....	\$ 4,257	\$ 4,406
1-1/2 hour.....	\$ 5,747	\$ 5,948
2 hour.....	\$ 7,346	\$ 7,603

Exhibit A - Non-Commercial Billboards

Billboards (3-13 episodes)		
Performer - use on 13 shows	\$ 2,713	\$ 2,808
Additional days	\$ 782	\$ 809

Singers		
Billboard (3-13 episodes)		
Solo & Duo	\$ 2,093	\$ 2,166
Groups 3-8	\$ 1,978	\$ 2,047
Groups 9+	\$ 1,824	\$ 1,888
Additional days:		
Solo & Duo	\$ 845	\$ 875
Groups 3-8	\$ 742	\$ 768
Groups 9+	\$ 647	\$ 670
Signatures only (3-13 episodes) - (8 hour day)		
Solo & Duo	\$ 2,093	\$ 2,166
Groups 3-8	\$ 1,978	\$ 2,047
Groups 9+	\$ 1,824	\$ 1,888
Additional Days:		
Solo & Duo	\$ 845	\$ 875
Groups 3-8	\$ 742	\$ 768
Groups 9+	\$ 647	\$ 670

Billboards and Signature (1 episode, on and off-camera)		
Performers	\$ 782	\$ 809
Singers		
Solo & Duo	\$ 845	\$ 875
Groups 3-8	\$ 742	\$ 768
Groups 9+	\$ 647	\$ 670

2. SCRIPTS-READINGS

The latest version of the script will be made available in the casting office 24 hours in advance of a scheduled reading or immediately after scheduling an interview, whichever last occurs.

3. INTERVIEWS

A. TIME

(1) Day Performers (TV & Theatrical)

Performer does not receive compensation if dismissed within one hour from the time of call. If detained by Producer beyond one hour, performer is paid at straight time in one-half hour units.

(2) 3-Day Performers (TV only)

Performer does not receive compensation unless he or she is required to speak lines given to him or her to learn outside the studio or is kept waiting for more than one hour.

(3) Weekly Performers (TV & Theatrical)

Same rules as for (2) above.

B. SIGN-IN SHEETS

ALL interviews or auditions for television or theatrical films must have sign-in sheets available. From these the union can determine who has been given access to the casting process, as well as whether you have been video-taped, held overtime, or whether parking was provided.

4. PARKING - LOCATION & INTERVIEWS

Whenever Producer requires performer to report within any studio zone rather than at the Producer's studio or headquarters, Producer shall pay for parking in a supervised public parking facility. If no such public parking facility is available, Producer will provide supervised parking on the street. For interviews, if parking is not provided or readily available, Producer will validate or reimburse.

5. ENGAGEMENT AND CANCELLATION

Television: Less than	\$ 32,000
Theatrical: Less than	\$ 60,000
Theatrical "Deal Performers"	\$ 65,000

The performer (Day, 3-Day TV, Weekly) has a firm engagement which binds the Producer in the following cases:

1. Written notice of acceptance.
2. Contract signed by the Producer.
3. Script is given to the performer, with intent to hire performer.
4. When performer is fitted, other than wardrobe tests.
5. When performer is actually called and agrees to report.

DAY PERFORMER ONLY - either party can cancel prior to noon on the day before the day performer is to work if the call for work has only been verbal and none of the above numbers (1-5) have occurred. "On or about" start dates are not permitted for day performers.

Performer's Start Date - Freelance Television & Theatrical

In the event a performer is engaged as specified above but a start date has not been given, the performer may terminate such engagement in order to accept conflicting bona fide employment by a third party, subject, however, to the performer first giving Producer the following minimum period during which Producer may specify a start date which then becomes binding:

1. If performer informs Producer before noon on a business day, by the end of the same day; or
2. If performer informs Producer at any other time, by noon of the next business day.
3. "On or about" start dates are permitted only if contract delivered to performers seven (7) days before start date for theatrical, and three (3) days prior for TV.

6. BOOKING SLIPS

No later than the day next preceding the first day of employment, a booking slip will be provided. The document will indicate the role, guarantee and salary. If engagement occurs after 6:00 PM of the day prior to start of work, the booking slip may be included with the script. However, if the script or contract has previously been provided, the booking slip need not be provided.

7. MAKEUP, HAIRDRESS, WARDROBE, FITTING CALLS (Other than Tests)

A. Day Performers (Television & Theatrical)

- (1) Vouchers will be provided at all wardrobe fittings to be signed by performer indicating time in and out.
- (2) *On a Day Prior to Employment:*
Day performer receives one hour minimum pay for each call. Additional time is paid for in 15 minute units. Performers do not receive any compensation for such calls if they are receiving over \$1,000 per day.
- (3) *On Day of Employment:*
Such calls are work time and part of performer's continuous day.

B. 3-Day Contract (Television only)

- (1) *On a Day Prior to Employment:*
Performers under Schedule B provisions grant the Producer two hours free fitting time for every three days employment. Beyond the free time, performer is paid salary rate in 15 minute units.
- (2) *On Day of Employment:*
Such calls are work time and part of performer's continuous day.

C. Freelance Weekly (Theatrical & TV)

- (1) *On a Day Prior to Employment:*
Performer grants Producer four hours free fitting time for every week's employment (three hours in TV). Beyond the free time, performer is paid salary rate in 15 minute units.
- (2) *On Day of Employment:*
Same rules as for 3-Day contract. (See above)

D. If, at Producer's request, performer provides personal wardrobe, a weekly cleaning allowance will be paid by Producer for each outfit; a voucher, with a copy to the performer, shall be signed at the end of each week indicating the outfits required by Producer.

Formal wear - per week \$ 17.00
All other wardrobe - per week \$ 11.50

E. Up to 15 minutes shall be added at the end of the day for the purpose of ordinary makeup removal. If this puts you into overtime, it will be paid in actual time up to 15 minutes. This time does NOT affect the 12 hour turnaround which will still be figured from the time you are released from the set.

8. CONTRACTS

A. Delivery of Contracts

A performer may not be required to sign a contract on the set. If the performer chooses to, then an extra copy must be given to the performer for retention.

B. Part Year Withholding

Standard employment contracts should be available for signature not later than the first day of employment. Provisions which cannot be stated on the standard form contract may be delivered 4 days after agreement has been reached. Failure to deliver contracts within the appropriate time period will cause damages to be incurred by the Producer to the same extent as those for late payment, Section 19 below. Employers must honor a performer's request that taxes be withheld over a longer payroll period (i.e., by a more favorable tax withholding schedule). Such forms are to be attached to performer's contracts. Failure of an employer to provide the necessary forms should be reported to the Guild.

9. BILLING - CREDIT

Performers guaranteed less than:

Television.....	\$ 32,000
Theatrical.....	\$ 60,000
Theatrical "Deal Performers".....	\$ 65,000

Billing: (Television & Theatrical) The Producer is required to honor individually negotiated billing as described and agreed upon in the performer's individual contract.

Credit:

(Television) One card in the end credits is required. If credit not negotiated, then it is at Producer's discretion.

(Theatrical) Films with a cast of 50 or less, all performers shall receive screen credit. All other films, not less than 50 performers shall be listed at the end of the film. Stunt performers need not be identified by role.

Should the Producer fail to meet the requirements of either the billing or credit provisions, and the facts are not in dispute, liquidated damages in the amount of the performer's day, 3-day (TV), or weekly contract will be paid. However, such payment will not exceed \$4,400 (television) \$5,500 (theatrical), \$4,650 (television) \$6,000 (theatrical) for contract entered into on or after June 10, 2010.

If there is a dispute as to the facts, the matter may be submitted for arbitration. All other performers should contact the Guild. Note: Any such claim must be filed within one year after the first theatrical release or within one year of the first broadcast of a television film.

10. CONSECUTIVE EMPLOYMENT

Performers shall be paid on a consecutive basis from the first day they are instructed to report for work, subject to the following:

A. Day Performers

If at the time of original engagement performer is given a firm pick up date which is more than 14 calendar days* after the close of their initial employment, compensation need not be given for the intervening time.

Performers employed on a daily basis may be called back on a weekly basis with an "on or after" pick up date, thus allowing Producer a 24 hour leeway. One such break in employment is allowed per production.

Performers on episodic television paid not less than double minimum (excluding major role performers) may be dropped and picked up in each episode. All others have a 14 calendar day intervening period.

*The 14 day period is 10 calendar days with respect to domestic production of theatrical films and features made primarily for television exhibition.

B. Recall

Recalls for retakes, added scenes, process shots, looping or trailers, after the close of performer's work in principal photography, shall break consecutive employment.

C. Rehearsals (Long-form television and theatrical only)

If rehearsal is paid at the same rate as for photography, there is no consecutive employment between rehearsal and photography. There is consecutive employment during rehearsal. Such non-consecutive rehearsal is subject to (a) performer's general availability; (b) "on or about" or firm start date.

11. PRODUCTION TIME REPORT, PERFORMER'S OVERTIME RECORDS

Either a production time report or the performer's time card, completed in ink, is to be proffered for the performer's signature each day. Such records should not be signed in blank. Round trip miles for studio zone locations shall be indicated. Producer to deliver to Guild no later than the end of the following week.

Independent of the foregoing, performers should keep time records covering their employment, noting the following information:

DATE WORKED	FIRST TIME CALLED	TIME ARRIVED LOCATION	N.D. MEAL	LUNCH	DINNER	TIME DISMISSED STUDIO LOCATION	MILES	TIME FOR MAKEUP & WARDROBE REMOVAL

12. LOCATION - TRAVEL TIME

A nearby location is one to which a performer is transported from the studio and returned on the same day. An overnight location is one at which the performer is lodged at the location for one or more nights.

A. Travel to Nearby Location

When Producer transports a performer, such travel time is worktime. Overtime caused by travel to and from a nearby location is computed at time-and-one-half. Mileage is payable at \$.30 per mile to performer required to report to location within the 30-mile Hollywood or San Francisco Studio Zones (8-mile zone in New York), figured from studio to place of reporting and return subject to the following exceptions:

- (1) New One-Hour Series; One-Half Hour and One-Hour Pilots - No mileage payable for a 10-mile radius from a point designated by Producer once per season within the 30-mile zone.
- (2) Theatrical Pictures - No mileage payable for a 10-mile radius from a point designated by Producer within the 30-mile zone.

Distance for which payment will be given must be clearly stated on the production time report. Mileage will be paid and separately identified on performer's payroll check. Producer may pay in cash.

B. Travel for Overnight Location - No Services Rendered on Day of Departure

- (1) Day Performers (Television & Theatrical)
Travel to or from location on a day when no services are rendered shall be compensated at a full day's pay.
- (2) 3-Day Contract (TV only) - Earning \$ 4,400 or less (\$4,650 or less effective 6/10/10)
Travel to or from location -
Performer goes on salary on day of departure and remains on salary until day of arrival back at studio.

(3) Weekly Performers	<u>6/10/09</u>	<u>6/10/09</u>	<u>6/10/10</u>	<u>6/10/10</u>
	<u>Theatrical</u>	<u>Television</u>	<u>Theatrical</u>	<u>Television</u>
Earning:	\$5,500	\$4,400	\$6,000	\$4,650
	or less	or less	or less	or less

Same rules as for performers in (2) above.

(4) Weekly Performers

	<u>6/10/09</u>	<u>6/10/09</u>	<u>6/10/10</u>	<u>6/10/10</u>
	<u>Theatrical</u>	<u>Television</u>	<u>Theatrical</u>	<u>Television</u>
Earning over:	\$ 5,500	\$ 4,400	\$ 6,000	\$ 4,650
	<u>6/10/09</u>	<u>6/10/10</u>		
	<u>Television</u>	<u>Television</u>		
Earning over:	\$ 4,400	\$ 4,650		

Performer working at location, which can be reached within 24 hours, goes on salary as of call time but not later than 24 hours after reaching such location.

C. Flight Insurance

Producer must provide coverage of not less than \$100,000 insurance for travel by commercial airlines (\$250,000 for travel by helicopter).

Performers may not be required to travel by return aircraft and may elect to travel by alternate means of transportation.

If Producer is unable to provide such coverage, Producer will reimburse performer in full upon the provision of proof of purchase by the performer.

13. TRANSPORTATION AND LOCATION EXPENSES

Transportation supplied by the Producer must be first class. If 6 or more performers travel on the same flight and in the same class on jet flights, then coach class shall be acceptable. Bus transportation is acceptable when no other means are available. For interviews and auditions only, performer may travel other than first class on a regularly scheduled jet aircraft.

In addition to single room accommodations, Producer will provide per diem meal allowance to be paid prior to the day or week of work at not less than the following minimums if meals are not made available:

Breakfast	\$ 12.00
Lunch	\$ 18.00
Dinner	\$ 30.00
	\$ 60.00

If paid by check, check cashing facilities must be available.

If the foregoing rates are insufficient to meet prevailing reasonable costs for meals on a location, Producer will make appropriate adjustments.

14. REST PERIODS (FORCED CALL)

A. Daily Rest Period

(1) Day Performers

a) Studio Call (Theatrical & TV)

Performer is entitled to a 12-consecutive-hour rest period from the time he or she is dismissed until the first call for the next day, whether for makeup, wardrobe, hairdress, or any other purpose.

b) Location

i) Nearby Location (Outside of studio zone) (Theatrical & TV)

Where exterior photography is required, the rest period may be reduced from 12 to 10 hours once every fourth consecutive day.

The rest period may not, however, be reduced from 12 to 10 hours on the first day of any performer's employment in a television production.

ii) Overnight Location

There is no reduction of the 12-hour rest period. (TV)

12-hour rest period may be reduced to 11 hours on any two non-consecutive days in a workweek. (Theatrical)

(2) **3-Day Contract** (TV only)

Same

(3) **Weekly Performers** (Theatrical & TV)

Same

(4) A performer may not waive more than 2-1/2 hours (2 hours on an overnight location) without Guild consent.

B. Weekly Rest Period

All performers are entitled to one weekly rest period of 56 hours. A 54-hour rest period may be given provided call time is not earlier than 6:00 a.m. following such rest period. On a 6-day location week, the weekly rest period is 36 hours.

Violation of either the daily or weekly rest period is known as a "forced call" and the penalty is one day's pay or \$950, whichever is the lesser sum (3-day and weekly); or \$900 for day performers.

15. MEAL PERIOD VIOLATIONS

The provisions are the same for all performers. Performer must be given the first meal break within 6 hours from the time of first call.

However, for the purpose of synchronizing performer's meal with the crew meal time, performer may be given a non-deductible meal of 15 minutes free from all activity within two hours of performer's call time. An announcement should be made and a notation indicating the start and finish time of the non-deductible meal must be made on the production time report. The first meal break would then be due 6 hours from the end of such non-deductible meal. The second meal break must be called within 6 hours from the time of call back from the first meal break. Producer can deduct actual time up to one hour spent at meals. There is an allowable 12-minute grace period to complete a set up, not to be scheduled, provided the 6-hour period is not already extended because the camera was in the actual course of photography. Penalty payments for violation of either meal period are \$25 for the first half-hour, or fraction thereof, \$35 for the second half-hour and \$50 each half-hour thereafter.

16. HOLIDAYS

Official SAG holidays are: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day. Performers working on a holiday receive an additional day's pay. Producer may take a production hiatus of up to 2 weeks at Christmas/New Year.

17. WORKWEEK

The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in each workweek shall be the regular days off. Premiums are paid only when a performer works (hold days included) six or seven days. Time-and-a-half for the sixth day and double-time for the seventh day.

The production workweek may be switched once without penalty to a Monday through Friday workweek, or switched off a Monday through Friday and then switched back to the Monday through Friday workweek (this was done in order to preserve the Saturday and Sunday weekend off). Notwithstanding the above, performers shall be paid for any days off beyond four between switched workweeks. If performer is not given at least one day off in seven, a rest period premium must be paid.

The overnight location workweek shall consist of any six (6) days out of seven (7) consecutive days as designated by the Producer on each production unit. The seventh day in each workweek shall be the regular day off. The above rules shall be adapted to conform to the overnight location six (6) day workweek.

In the case of minors, the Producer must provide schooling as required by the Agreement during Producer's workweek for the production.

18. OVERTIME

Performer's day, for overtime purposes, is computed from time of first call to dismissal, excluding meal periods. Overtime for performers receiving over the money breaks will be based on the applicable money break amount.

A. Day Performers (TV & Theatrical)

Money breaks.....Two times the minimum day performer rate per day.

Overtime is paid in one-tenth (1/10th) hourly units at time-and-a-half for the 9th and 10th hours, and at double time beyond 10 hours. Performers over the money break receive time-and-a-half after 10 hours based on the money break.

B. 3-Day Performers (TV only) 6/10/09 6/10/10

Money breaks.....\$2,700 \$3,000

Daily overtime is payable beyond 10 hours in one-tenth (1/10th) hourly units at double time. In addition, cumulative overtime is payable beyond 24 straight time hours cumulated over the 3-day period (or beyond 32 hours cumulated over a 4-day period, if the contract guarantees 4 days) at time-and-a-half in one-tenth (1/10th) hourly units. For days worked beyond the guarantee days, overtime commences after 8 hours on a daily basis and is payable in one-tenth (1/10th) hourly units at time-and-a-half for the 9th and 10th hours and double-time thereafter.

C. Weekly and Series Performers

	<u>Theatrical</u>	<u>Television</u>
Money breaks.....	\$ 5,500	\$ 4,400

(1) Weekly Performers and Series Contract Performers at \$4,400 per week or less for the period 6/10/09 through 6/09/10 and at \$4,650 per week or less for contracts entered into on or after 6/10/10 (TV only)

a) *5-day studio workweek*

- i) Work on any day beyond 10 hours is payable in one-tenth (1/10th) hourly units at double time.
- ii) Work on any day beyond 8 hours is also subject to overtime on the following basis:
 - a) 2 days are permitted up to 10 hours without such overtime
 - b) worktime is payable in one-tenth (1/10th) hourly units at time-and-one-half;
- iii) Overtime caused by travel is payable at time-and-one-half.

b) *6-day location workweek*

On a 6-day overnight location workweek, daily overtime is payable in the same manner as above. The 6-day week also requires a payment of 4 hours straight time beyond 44 hours, whether worked or not, for those performers whose weekly guaranteed salary does not exceed the schedule break.

(2) Weekly Performers at \$5,500 per week or less for the period 6/10/09 through 6/09/10 and at \$6,000 per week or less for contracts entered into on or after 6/10/10 (Theatrical)

Overtime beyond 44 hours in five days is payable in one-tenth (1/10th) hourly units at time-and-a-half. Work on any day beyond 10 hours is payable in one-tenth (1/10th) hourly units at double time. The 6-day overnight location workweek requires payment of 4 hours of overtime beyond 44 hours whether worked or not - (44 + 4 = 48). Any hours which exceed 48 on a cumulative weekly basis and are not paid for as daily overtime or by the 4 hours required overtime are payable at time-and-a-half in one-tenth (1/10th) hourly units.

(3) Weekly Performers and Series Contract Performers over \$4,400 per week (TV) and Weekly Performers (Theatrical) over \$5,500 per week for the period 6/10/09 through 6/09/10 and over \$4,650 per week (TV) and \$6,000 per week (Theatrical) for contracts entered into on or after 6/10/10

Daily overtime is payable beyond 10 hours in one-tenth (1/10th) hourly units at double time figured on the basis of the applicable money break - \$4,400 for TV and \$5,500 for Theatrical.

Those guaranteed the following amounts do not receive overtime unless it is separately negotiated for:

Television	\$40,000 per picture or per episode
Theatrical.....	\$ 60,000 per picture
Theatrical "Deal Performers".....	\$ 65,000 per picture

19. TIME OF PAYMENT - LATE PAYMENT

Performers employed by the day must be paid within 5 working days after services are rendered. Series performers must be paid at least every two weeks for all episodes worked whether or not completed. All other performers must be paid no later than the studio payroll date (usually Thursday) of the week following the week in which services are rendered. Performers may be paid on Friday when on overnight location. Damages for late payment accrue at the rate of \$10.00 for each working day of default to a maximum of 20 working days.

Should the Producer fail to issue payment, including damages, within 5 working days of written notice by the Guild or the performer, further damages at the rate of \$2.50 per working day retroactive to the date of receipt of the aforementioned notice shall be due. Such damages shall continue to accrue without limitation until the delinquent payment, together with late payment damages, are fully paid.

No late payments shall accrue for disputed amounts while in dispute.

Late payment damages shall accrue commencing 10 working days after the settlement of a disputed claim.

20. CLAIMS, FILING OF

Claims must be filed not later than six (6) months i) after the occurrence of the facts upon which the claim is based or ii) after the employee, Guild or Producer has had a reasonable opportunity to become aware of the occurrence.

Residual claims must be filed within one year.

21. LOOPING, RETAKES ADDED SCENES

A. If performer is recalled to loop (record soundtrack) after completion of principal photography for four hours or less, he or she is paid an additional one-half day's pay. If more than four hours are required, a full day's pay shall be payable.

B. Performers will be paid their contractual salaries if recalled within six (6) months of termination. Otherwise payment is subject to negotiation.

C. A performer employed under i) Schedule A to do looping, dubbing or dialogue replacement work or ii) Schedule G-I to do singing on a day or days not contiguous to principal photography shall be paid at time and one-half, if such work is performed on a Saturday, or at double time, if such work is performed on Sunday to accommodate the schedule of any performer. In the latter case, all such performers shall be compensated at straight time.

22. SCRIPT STUNTS

No background actor, hired as such, may be employed for script stunts on location except for *bona fide* emergency. No background actor may be employed for script stunts at the studio if, on that day, he or she was employed as a background actor in the same production.

A stunt is a "non-script" stunt when not called for nor contemplated by the action in the script and not pre-planned nor pre-conceived, nor deliberately omitted for the purpose of evading this rule.

23. REUSE OF PHOTOGRAPHY

Except as to Stunt Performers, the Producer may not reuse photography or sound track of the performer in another picture or in another medium without separately bargaining with the performer prior to the reuse.

Performer may not be required to consent to reuse payment at the time of the original employment. There is no negotiation for stunt footage. Reuse is to be paid for at the then current day performer minimum per clip or for footage filmed in a single day. Payment is due within 60 business days of exhibition, otherwise late payment of double the day performer minimum shall be payable.

The foregoing applies only if the performer is recognizable, and as to stunts, if the stunt is identifiable.

If the Producer reuses the soundtrack and/or photography without so bargaining, the performer is entitled to three times the amount originally paid for the number of days work covered by the material used. "Deal Contracts" are more complex, and performers employed under such contracts should consult the Guild.

TV only - Producer can reuse photography or soundtrack for recapping the story to date upon payment of the day performer rate provided that photography or soundtrack is used in the same season in which the performer is employed or in the season immediately following the season in which the performer was employed.

24. HOLD HARMLESS

Performers and stunt performers shall be held harmless, legally, from any claim for damages for injury or property damage arising out of acts in the course of employment. Producers must provide coverage for personal injury (\$1 million/\$2 million) and property damage (\$250,000.00). Stunt coordinators shall be held harmless by being covered under the Producer's General Liability Insurance policy.

25. PRODUCTION STAFF

Members of the Producer's casting or production staff may not be employed as performers in any picture while also rendering services on Producer's production staff, without the consent of the Guild. There are certain exceptions to this rule (performer/directors, performer/producers, animal handlers in close work with their animals, certain emergency situations) - when in doubt, contact the Guild. Liquidated damages for violation: \$500 day performers, \$600 3-day, \$800 weekly.

26. ADDITIONAL COMPENSATION FOR RERUNS (Television Pictures)

Salary paid to performer constitutes payment in full for one run in each city in the U.S. and Canada. A repeat in any city puts a motion picture in a subsequent run. Subsequent runs are paid as follows depending on whether network prime time, network or syndicated reruns.

NETWORK PRIME TIME

Performer is paid 100% of total actual compensation for each run subject to the following program ceilings:

<u>Program</u>	<u>6/10/09</u>	<u>6/10/11</u>
1/2 hour	\$ 2,369	\$ 2,428
1 hour	\$ 3,372	\$ 3,456
1-1/2 hour	\$ 3,370	\$ 3,454
2 hours	\$ 3,630	\$ 3,721
2 hours +	\$ 4,149	\$ 4,253

NETWORK (Non prime time) (excluding "late night")

2 nd	50% of total applicable minimum
3 rd	40% of total applicable minimum
4 th	25% of total applicable minimum
5 th	25% of total applicable minimum
6 th	25% of total applicable minimum
7th thru 10th (each)	15% of total applicable minimum
11th thru 12th (each)	10% of total applicable minimum
13th and each succeeding run in perpetuity	5% of total applicable minimum

SYNDICATION*

2 nd	40% of total applicable minimum
3 rd	30% of total applicable minimum
4 th	25% of total applicable minimum
5 th	25% of total applicable minimum
6 th	25% of total applicable minimum
7th thru 10th (each)	15% of total applicable minimum
11 th thru 12 th (each)	10% of total applicable minimum
13 th and each succeeding run in perpetuity	5% of total applicable minimum

The rerun formula is a minimum formula as are wage rates and nothing precludes individual bargaining for higher rates.

* The special residual formulas for Long Form; "late night" programs; and a one-hour network prime time episodic television program released to "late night" and syndication is very complex and is subject to sideletter waivers. Please consult the Residuals Department at the Guild.

27. ADDITIONAL COMPENSATION FOR FOREIGN TELECASTS (Television Pictures)

Payment for telecasts in any part of the world outside the U.S. and Canada is required as follows:

- A.** 1.5% of total applicable minimum not later than 6 months after first foreign telecast.
- B.** An additional 10% when Distributor's foreign gross exceeds \$7,000 for a 1/2 hour picture, \$13,000 for a one-hour or \$18,000 for a 1-1/2 hour or more.
- C.** An additional 10% when Distributor's foreign gross exceeds \$10,000 for a 1/2 hour picture, \$18,000 for one-hour, \$24,000 for a 1-1/2 hour or more.
- D.** For one-hour network prime time dramatic series and one-hour dramatic programs made for "late night" network broadcast, a single up-front payment of 35% not later than 6 months after first foreign telecast.
- E.** After 35% is paid, Producer will pay to Screen Actors Guild (3.6%) of the distributor's foreign gross in excess of:

½ Hour.....	\$ 365,000
1 Hour.....	\$ 730,000
Over 1 Hour - 2 Hours.....	\$ 1,860,000
Over 2 Hours - 3 Hours	\$ 3,120,000

For longer length programs please refer to the 2005 SAG Television Agreement or email Residuals@sag.org.
Multi-part programs: Computed on basis as to how program had initially been telecast.

28. ADDITIONAL COMPENSATION FOR THEATRICAL EXHIBITION (Television Pictures)

If Producer wishes to acquire the right to exhibit a television picture in theaters, payment shall be required as follows:

If theatrical exhibition takes place in either the United States, its territories and Canada, on the one hand, or in a foreign country, on the other hand, the rates shall be i) 100% with respect to the Day Performer's total applicable minimum and ii) with respect to all other performers, the freelance Performer's total applicable minimum. Theatrical exhibition in both areas requires that performers be paid 200% of total applicable minimum (100% for each area). The initial payment for exhibition in any one area shall be 150% of applicable minimum (the extra 50% constitutes a non-refundable prepayment against use in the other area). The "total applicable minimum" is the total minimum salary for the period of the performer's employment in the television motion picture.

There is a payment of 50% of the applicable minimum payment for a limited release of long-form programs to theatrical in specified foreign zones. Please consult the Residuals Dept. at the Guild.

Formula is a minimum formula only; performer may bargain for his or her individual rate. Payment is due 90 days after first theatrical exhibition.

29. TELEVISION EXHIBITION OF THEATRICAL MOTION PICTURES & SUPPLEMENTAL MARKET USE OF THEATRICAL & TELEVISION MOTION PICTURES

- A. The Producer will pay to Screen Actors Guild 3.6% of the gross receipts (which amount shall include pension and health contributions) from the distribution of theatrical motion pictures to free television, or the distribution of theatrical and television motion pictures to pay television.
- B. For theatrical and television motion pictures released in videocassette format, the Producer will pay performers the following percentages of gross receipts: 4.5% of the first million dollars; 5.4% of the excess over one million dollars (which amounts shall include pension and health contributions).

30. PAY TELEVISION & HOME VIDEO (Made-for-Pay and Made-for-Video)

- A. Pay TV: In return for performer's initial compensation, Producer is entitled to 10 exhibition days or one year's use, whichever first occurs.

Thereafter, Producer will pay to SAG performers 6%, plus pension and health contributions, of Distributor's gross receipts. Such payments will be made on a quarterly basis with the division of compensation to performers as described in Section 32 below.

- B. Home Video: In return for performer's initial compensation, Producer is entitled to 100,000 units of video sales for Made-for-Video product, or 75,000 units for Made-for-Pay, before additional compensation is due. Thereafter, Producer will pay 6%, plus pension and health contributions, of distributor's gross receipts.

31. BASIC CABLE

Upon release, on or after July 10, 2009, to basic cable of product initially produced for free television, as to which free television residuals would otherwise be payable, Producer shall pay to the Union, for rateable distribution to the performers, the following percentage of distributor's gross receipts: With respect to free television motion pictures produced prior to July 1, 1984, said percentage shall be seven and one-half percent (7.5%); with respect to free television motion pictures produced on or after July 1, 1984, said percentage shall be six percent (6%). The foregoing percentages are inclusive of pension and health contributions. With respect to distributor's gross receipts from the release to basic cable of free television motion pictures produced on or after July 1, 1998, pursuant to license agreements entered into on or after July 1, 2001, said percentage shall be six percent (6%) plus applicable pension and health contributions. Such payments will be made on a quarterly basis with the division of compensation to performers as described in Section 32 below.

32. DISTRIBUTION OF THE MONIES WILL BE AS FOLLOWS:

- A. **Applies to Section 27.E, 29, 30 and 31 above, except TV Series (see B. below):**

(1) Time Units

Each performer will be credited with units for time worked.
Each day = 1/5 unit
Each week = 1 unit
Maximum: 5 units per performer

(2) Salary Units

The salary of each performer will be converted to units as follows:
(1) Day Performer: Each multiple of daily scale equals 1/5 unit.
(2) All other Performers: Each multiple of weekly scale equals 1 unit.

Note: When a fraction of a multiple is more than 1/2 of daily or weekly scale, the performer will be credited with another day or weekly unit.

Maximum: 10 units per performer.

(3) Computation

The aggregate of each performer's time and salary units will be applied against the total cast units, and will be paid in the percentage their units represent.

- B. **TV Series (Applies to Section 27.E, 29, 30 and 31 above in connection with revenue received on or after July 1, 2001):**

Series performer: Three (3) Units
Freelance weekly performer: Two (2) Units
All others: One (1) Unit

33. **THEATRICAL & TELEVISION MOTION PICTURES EXHIBITED IN NEW MEDIA**

For information please visit www.sag.org and view the 2009 Theatrical & Television Memorandum of Agreement under the Contracts tab or email your questions to Residuals@sag.org.

34. **STUNT AND SAFETY**

- A.** A qualified first-aid person, *visually identifiable*, shall be present on all sets where hazardous work is planned. The Producer shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.
- B.** Stunt driving is very specifically defined. See the contract or call the Union for details.
- C.** When stunts are required, a person qualified in planning, setting up and/or performing the stunt must be present on the set. Persons involved in the planning and execution of a stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment to be used in the stunt on the day prior to its use, provided it is available. In any event, such persons shall have reasonable time for such inspections.

No payment shall be due for any inspection. The non-stunt performer shall have the opportunity to consult with this person before being required to perform a stunt.
- D.** The Stunt Coordinator shall notify the Union whenever scripted stunts are planned involving non-stunt performers.
- E.** The Producer must always get the performer's consent before asking the performer to engage in a stunt or hazardous activity. You **DO NOT** have to agree; you may always request a double.
- F. Work in smoke** - prior notification must be given, if not given, and performer cannot work in smoke for health reasons, a minimum of one-half day's pay is due.
- G.** If a performer or background actor is rigged with an explosive device (including squibs) he or she has the right of prior consultation with a Stunt Coordinator and qualified special effects person. A background actor will be upgraded to principal for that day only.

35. **POLICY OF NON-DISCRIMINATION AND DIVERSITY**

A. Policy

The Producers have agreed to a policy of non-discrimination on the basis of sex, race, color, creed, national origin, age, marital status, disability or sexual orientation, in accordance with state and federal laws.

B. Access and Auditions

This is especially applicable to the casting process where all performers must be given equal access. Every effort will be made to include minorities, women, performers with disabilities and performers aged 40 and over in the casting of each motion picture in order to portray the American scene realistically. To achieve these objectives, particular emphasis is placed on the casting of such persons in non-descript roles. Breakdowns to be furnished to SAG where role depicts specific disability.

A performer need not have an agent in order to audition. Producers must indicate "Submissions for non-descript roles will be accepted from all performers, regardless of age, sex, ethnicity or disability" on all breakdowns. The Producer cannot ask a performer's marital status, sexual orientation, age, creed, disability, national origin nor ancestry, unless it can be considered a "bona fide" requirement for the role.

C. Stuntwork

Women and minorities will be considered for doubling roles and descript and non-descript stunts on a non-discriminatory basis. Stunt doubles for female and/or Black, Latino, Asian or Native American Indian roles should be of the same sex and/or race involved. To achieve this, stunt coordinators will recruit minority and female stunt persons and qualified stunt persons with disabilities prior to production.

D. Data

The Producer must provide the union with data on the employment of women, minorities, performers age 40 or over and stunt performers.

E. Meetings

On either three (3) or ten (10) days' notice, the Producer must meet with the union to discuss the Producer's hiring practices and problems with any of the above requirements.

If the union can demonstrate a Producer has not made satisfactory progress in providing employment opportunities for women and minorities, it may publicly release all statistics regarding the employment practices of the Producer.

36. STUNT COORDINATORS

A. If employed at less than "flat deal" rate, applicable provisions of Schedule H, parts I and II (Stunt performers) shall apply.

B. If employed at not less than "flat deal" minimums, the following shall apply unless otherwise bargained for:

- (1) No overtime, penalties or premiums will be paid.
- (2) On-camera stunt work will be included in flat rate payment; however, negotiated stunt adjustments will be paid in addition to the flat rate.
- (3) **Residuals:**
 - a) *Theatrical:* Residuals will be paid for a total combined earning of coordinator work and stunt adjustments.
 - b) *Television:* Residuals will only be paid on the stunt work performed. However, for television motion pictures commencing principal photography on or after June 10, 2009, stunt coordinators will participate in revenue-based residual payments.

37. DANCERS (Theatrical & TV)

A. Consecutive employment not applicable.

B. Compensation for hazardous activity:
\$85 per day with minimum of \$110 if only one day's services rendered.

C. \$10.80 per day for each pair of shoes utilized if requested by Producer.

D. 10-minute rest breaks each hour of actual rehearsal or shooting unless shooting is of a continuous nature. If so, shooting may continue for 90-minutes after which a 15- minute break must be given.

38. MINORS

If performer is under 18 years of age, performer is considered a minor under this Agreement unless:

- A.** Performer has satisfied the compulsory education laws of the state governing employment;
- B.** Performer is married;
- C.** Performer is a member of the Armed Forces; or
- D.** Performer is legally emancipated (producers and minors must comply fully with the legal terms of the particular minor's emancipation).

If performer is considered a minor as defined above, this Agreement limits performer's hours at the place of employment as follows:

- Less than 6 years of age - 6 hours** (excluding meal periods but including school time, if any)
- 6 years up to 9 years of age - 8 hours** (excluding meal periods but including school time, if any)
- 9 years up to 16 years of age - 9 hours** (excluding meal periods but including school time, if any)
- 16 years up to 18 years of age - 10 hours** (excluding meal periods but including school time, if any)

No minor may begin work earlier than 5:00 A.M. The work day must end no later than 10:00 P.M. on evenings preceding school days, and 12:30 A.M. on mornings of non-school days.

A teacher with credentials appropriate to the level of education needed must be provided.

The contract contains many provisions governing the employment of minors, and both the minor (to the extent able) and parents/guardians are urged to review these provisions in their entirety prior to the commencement of employment.