

Agreements and Jurisdiction .....	1
Minimum Wage Scales (Basic Agreement) 10/1/05 - 6/30/08 .....	1
Minimum Wage Scales (Television Agreement) 10/1/05 - 6/30/08 .....	3
TV Exhibit A - Section 1 .....	4
TV Exhibit A - Section 2 .....	4
Travel Allowance .....	5
Overtime Ceilings (Money Breaks) .....	5
Flat Deal Money Breaks .....	5
Network Prime Time Rerun Ceilings .....	5
SCHEDULE A - DAY PERFORMER .....	6
Rules and Working Conditions, 7/1/06 - 6/30/07 .....	6
Minimum Daily Rate = \$737 .....	6
Overtime Ceiling (Money Break) = 1,474 (2 x \$737) .....	6
Overtime .....	6
6 <sup>th</sup> and 7 <sup>th</sup> Days .....	6
Rest Period .....	6
Rest Invasion .....	6
Holidays .....	6
Travel Time .....	7
Night Work .....	7
Work Past Midnight .....	7
Meal Penalties .....	7
Rehearsals .....	7
Retakes, Added Scenes, Looping, Etc. ....	7
Stunt Adjustments .....	8
Wardrobe Fittings .....	8
Wardrobe and Make-up Tests .....	8
Wardrobe Reimbursement .....	8
SCHEDULE B - WEEKLY FREELANCE PERFORMERS .....	9
\$4,400 or less per week and less than \$32,000 per television picture .....	9
\$5,500 or less per week and less than \$60,000 per theatrical picture .....	9
Rules and Working Conditions, 7/1/06 - 6/30/07 .....	9
Minimum Weekly Rate = \$2,557 .....	9
Overtime Ceilings (Money Breaks) = \$4,400 (TV), \$5,500 (Theatrical) .....	9
Overtime .....	9
6 <sup>th</sup> and 7 <sup>th</sup> Days .....	9
Rest Period .....	9
Rest Invasion .....	9
Holidays .....	9
Prorating .....	10
Travel Time .....	10
Night Work .....	10
Work Past Midnight .....	10
Meal Penalties .....	10
Rehearsals .....	11
Retakes, Added Scenes, Looping, Etc. ....	11
Stunt Adjustment .....	11
Wardrobe Fittings .....	11
Wardrobe and Make-up Tests .....	11
Wardrobe Reimbursement .....	11
3 DAY PLAYERS - TELEVISION .....	12
Rules and Working Conditions, 7/1/06 - 6/30/07 .....	12

Overtime.....	12
<b>SCHEDULE C - WEEKLY FREELANCE PERFORMERS.....</b>	<b>13</b>
Rules and Working Conditions, 7/1/06 - 6/30/07.....	13
Overtime.....	13
6 <sup>th</sup> and 7 <sup>th</sup> Days.....	13
Rest Period.....	13
Rest Invasion.....	13
Holidays.....	13
Prorating.....	14
Travel Time.....	14
Meal Penalties.....	14
Rehearsals.....	14
Retakes, Added Scenes, Looping, Etc.....	14
Stunt Adjustment.....	14
Wardrobe Fittings.....	15
Wardrobe Reimbursement.....	15
Work Past Midnight.....	15
<b>SCHEDULE F - CONTRACT, MULTIPLE PICTURE, "DEAL," MULTI-PART.....</b>	<b>16</b>
Rules and Working Conditions, 7/1/06 - 6/30/07.....	16
Overtime - TV.....	16
Overtime - Theatrical.....	16
6 <sup>th</sup> and 7 <sup>th</sup> Days.....	16
Rest Period.....	16
Rest Invasion.....	17
Holidays.....	17
Prorating.....	17
Travel Time.....	17
Meal Penalties.....	17
Rehearsals.....	17
<b>SCHEDULE H - STUNT PERFORMERS.....</b>	<b>18</b>
Rules and Working Conditions, 7/1/06 - 6/30/07.....	18
Payment.....	18
"Consecutive Employment".....	18
Additional Stunt Work.....	18
Overtime, Premium Pay and Travel Time.....	18
<b>SCHEDULE I - AIRPLANE PILOTS.....</b>	<b>19</b>
Rules and Working Conditions, 7/1/06 - 6/30/07.....	19
Location Rates.....	19
Overtime.....	19
6 <sup>th</sup> and 7 <sup>th</sup> Days.....	19
Holidays Worked.....	19
Extremely Hazardous Flying.....	19
<b>SCHEDULE J - DANCERS.....</b>	<b>20</b>
Rules and Working Conditions, 7/1/06 - 6/30/07.....	20
Definition.....	20
Hazardous Activity.....	20
Footwear.....	20
Breaks.....	20
<b>SCHEDULE K - STUNT COORDINATORS.....</b>	<b>21</b>
Rules and Working Conditions, 7/1/06 - 6/30/07.....	21
Overtime - No Flat Deal.....	21
Rest Period.....	21

Rest Invasion.....	21
Daily Check.....	21
"Flat Deals".....	21
Rest Period.....	22
Rest Invasion.....	22
General Provisions.....	23
Late Payments.....	23
Union Security.....	23
Penalties and Fines.....	23
Preference of Employment.....	25
Taft/Hartley Report.....	25
Studio Zone Employment.....	27
Los Angeles Studio Zone.....	27
New York Studio Zone.....	27
San Francisco Studio Zone.....	27
Other Studio Zones.....	27
Consecutive Employment.....	27
Adjustment of Background Actor to Day Player.....	28
Conversion of Day Player to Weekly Status.....	28
Reuse of Photography or Sound Track.....	28
Trailers.....	28
Pension and Health Plans.....	28
Air Travel Insurance.....	28
Emergency Suspension "Force Majeure" (Except for Schedule A Players).....	29
Program Made for the Internet.....	30
2005 SCREEN ACTORS GUILD/TELEVISION ANIMATION AGREEMENT*.....	32
Minimum Compensation Per Film or Segment Thereof (7/1/05 - 6/30/08).....	32
Limitations on Voices.....	32
Pick-up Lines.....	33
Workweek.....	33
Scripts.....	33
Auditions.....	33
Merchandising.....	33
Additional Compensation for Reruns.....	34
Theatrical Release for Academy Award Consideration.....	34

## Agreements and Jurisdiction

The term of the extended Producer-Screen Actors Guild Codified Basic Agreement ("SAG Basic Agreement") and the Screen Actors Guild Television Agreement ("SAG Television Agreement") is July 1, 2005 to June 30, 2008.

SAG jurisdiction covers productions in the United States or any commonwealth, territory or possession of the United States in which the Guild has an established branch.

Principal performers covered under this agreement include performers, professional singers, stunt performers, stunt coordinators, airplane and helicopter pilots and puppeteers and dancers. Background Actors are also covered, please see that section.

## Minimum Wage Scales (Basic Agreement) 10/1/05 - 6/30/08

<b>Day Performers</b>			
<b>TV &amp; TH</b>	<b>10/1/05 - 6/30/06</b>	<b>7/1/06 - 6/30/07</b>	<b>7/1/07 - 6/30/08</b>
Performer	716	737	759
Stunt Performer	716	737	759
Stunt Coordinator (at less than flat deal min.)	716	737	759
Airplane Pilot (Studio)	955	984	1,014
Airplane Pilot (Location)	1,243	1,280	1,318
<b>DANCERS (TV &amp; TH)</b>			
Solo/Duo*	716	737	759
Group 3-8*	627	646	665
Group 9+*	548	564	581
Rehearsals	420	433	446
<b>SINGERS (THEATRICAL)</b>			
Solo and Duo	773	796	820
Groups 3-8	679	699	720
Groups 9+	592	610	628
Mouthing 1-16	567	584	602
Mouthing 17+	442	455	469
Sweetening With or Without Overdubbing (Per Day)	+100%	+100%	+100%
Overdubbing Only	+33 1/3%	+33 1/3%	+33 1/3%
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%
<b>SINGERS (TV ON-CAMERA)</b>			
Solo and Duo	773	796	820
Groups 3-8	679	699	720
Group 9+	592	610	628
Mouthing 1-16	567	584	602
Mouthing 17+	442	455	469
Sweetening With or Without Overdubbing (Per Day)	+100%	+100%	+100%
Overdubbing Only	+33 1/3%	+33 1/3%	+33 1/3%
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%

TV & TH	10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
<b>SINGERS (TV OFF-CAMERA)</b>			
Solo and Duo	773	796	820
Groups 3-8	410	422	435
Groups 9+	352	363	374
Sweetening With or Without Overdubbing (Per Day)	+100%	+100%	+100%
Overdubbing Only	+33 1/3%	+33 1/3%	+33 1/3%
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%

\* Schedule A provisions apply except for consecutive employment.

<b>Weekly Performers</b>			
TV & TH	10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
Performer	2,483	2,557	2,634
Stunt Performer	2,666	2,746	2,828
Stunt Coordinator (less than flat deal min.)	2,666	2,746	2,828
Airplane Pilot	2,666	2,746	2,828
Airplane Pilot (Flying/Taxiing - Daily Adj.)	820	845	870
<b>DANCERS (TV &amp; TH)</b>			
Solo/Duo**	2,300	2,369	2,440
Group 3-8**	2,108	2,171	2,236
Group 9+**	1,917	1,975	2,034
<b>SINGERS</b>			
Solo and Duo	2,483	2,557	2,634
Groups 3-8	2,277	2,345	2,415
Groups 9+	2,071	2,133	2,197
*Step-Out* (Per Day - Up to 15 Cumulative Bars)	385	397	409
*Step-Out* (Per Day - 16 Cum Bars or, if held 1 hr. +)	773	796	820
Sweetening With or W/O Overdubbing (Per Day)	+100% of pro rata	+100% of pro rata	+100% of pro rata
Overdubbing Only (Per Day)	+33 1/3% of pro rata	+33 1/3% of pro rata	+33 1/3% of pro rata
Contractor 3-8	1,137	1,171	1,206
Contractor 9+	2,071	2,133	2,197
Contractor 3-8, Schedule G-1	341	351	362
Contractor 9+, Schedule G-1	592	610	628
Choral Group Call-Out 5 Bars or More	43	44	45
<b>TERM PERFORMERS</b>			
10 Out of 13 Weeks Guaranteed (Per Week)	2,130	2,194	2,260
20 Out of 26 Weeks Guaranteed (Per Week)	1,774	1,827	1,882
Beginners (0-6 Months)	955	984	1,014
Beginners (7-12 Months)	1,067	1,099	1,132
<b>STUNT PERFORMERS</b>			
10 Out of 13 Weeks Guaranteed (Per Week)	2,130	2,194	2,260
20 Out of 26 Weeks Guaranteed (Per Week)	1,774	1,827	1,882

**Minimum Wage Scales (Television Agreement) 10/1/05 - 6/30/08**

<b>3-Day Performers</b>			
	<b>10/1/05 - 6/30/06</b>	<b>7/1/06 - 6/30/07</b>	<b>7/1/07 - 6/30/08</b>
Performer and Singer (1/2 hr or 1 hr Show)	1,810	1,864	1,920
Stunt Performer (1/2 hr or 1 hr Show)	1,956	2,015	2,075
Performer, Singer, Stunt Performer (1/2 hr or 2 hr Show)	2,130	1,194	2,260

<b>Major Role Performer</b>			
	<b>10/1/05 - 6/30/06</b>	<b>7/1/06 - 6/30/07</b>	<b>7/1/07 - 6/30/08</b>
1/2 Hour Show	3,849	3,961	
1 Hour Show	6,158	6,338	

<b>Multiple Pictures (Weekly)</b>			
	<b>10/1/05 - 6/30/06</b>	<b>7/1/06 - 6/30/07</b>	<b>7/1/07 - 6/30/08</b>
<b>PERFORMERS</b>			
1/2 Hour and 1 Hour Shows	1,839	1,894	1,951
1 1/2 Hour Show	2,160	2,225	2,292
2 Hour Show	2,548	2,624	2,703
<b>STUNT PERFORMERS AND PILOTS</b>			
1/2 Hour and 1 Hour Shows	2,937	3,025	3,116
1 1/2 Hour Show	3,254	3,352	3,453
2 Hour Show	3,614	3,722	3,834

<b>Series</b>			
	<b>10/1/05 - 6/30/06</b>	<b>7/1/06 - 6/30/07</b>	<b>7/1/07 - 6/30/08</b>
<b>1/2 HOUR</b>			
Guaranteed 13 or more	2,483	2,557	2,634
Less than 13, but more than 6	2,841	2,926	3,014
Guaranteed 6	3,314	3,413	3,515
<b>1 HOUR</b>			
Guaranteed 13 or more	2,986	3,076	3,168
Less than 13, but more than 6	3,332	3,432	3,535
Guaranteed 6	3,896	4,013	4,133
<b>1 1/2 HOUR</b>			
Guaranteed 13 or more	3,977	4,096	4,219
Less than 13, but more than 6	4,506	4,641	4,780
<b>2 HOUR</b>			
Guaranteed 13 or more	4,973	5,122	5,276
Less than 13, but more than 6	5,762	5,935	6,113
<b>2 OR MORE SERIES IN COMBINED FORMAT</b>			
1 Hour	3,896	4,013	4,133
1 1/2 Hour	5,259	5,417	5,580
2 Hour	6,722	6,924	7,132

	10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
<b>TERM PERFORMERS</b>			
10 Out of 19 Weeks Guaranteed (Per Week)	2,130	2,194	2,260
20 or More Weeks Guaranteed (Per Week)	1,774	1,827	1,882
Beginners (0-6 Months)	955	984	1,014
Beginners (7-12 Months)	1,067	1,099	1,132
<b>STUNT COORDINATOR (less than flat deal)</b>			
Daily	716	737	759
3 Day Contracts:			
1/2 Hour and 1 Hour Shows	2,130	2,194	2,260
1 1/2 Hour and 2 Hours Shows	2,130	2,194	2,260
Weekly	2,666	2,746	2,828
<b>TV TRAILERS</b>			
On or Off-Camera	716	737	759

**TV Exhibit A - Section 1**

	10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
<b>NON-COMMERCIAL BILLBOARDS</b>			
Principals - Use On 13 Shows	2,483	2,557	2,634
Principals - Additional Days	716	737	759
<b>SINGERS (8-HOUR DAY) OFF-CAMERA</b>			
Solo and Duo	1,916	1,973	2,032
Groups 3-8	1,810	1,864	1,920
Groups 9+	1,669	1,719	1,771
Additional Days:			
Solo and Duo	773	796	820
Groups 3-8	679	699	720
Groups 9+	592	610	628
<b>SIGNATURES ONLY (8-HOUR DAY)</b>			
Solo and Duo	1,916	1,973	2,032
Groups 3-8	1,810	1,864	1,920
Groups 9+	1,669	1,719	1,771
<b>ADDITIONAL DAYS</b>			
Solo and Duo	773	796	820
Groups 3-8	679	699	720
Groups 9+	592	610	628

**TV Exhibit A - Section 2**

	10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
<b>NON-COMMERCIAL BILLBOARDS AND SIGNATURES - SINGLE EPISODES</b>			
Principals	716	737	759

	10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
<b>SINGERS</b>			
Solo and Duo	773	796	820
Groups 3-8	679	699	720
Groups 9+	592	610	628

**Travel Allowance**

10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
75.00	75.00	75.00

**Overtime Ceilings (Money Breaks)**

	10/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
SCHEDULE A	1,432	1,474	1,518
SCHEDULE C - MORE THAN	4,400 (TV)	4,400 (TV)	4,400 (TV)
	5,500 (TH)	5,500 (TH)	5,500 (TH)
SCHEDULE F			
Guaranteed Weekly More Than TV Motion Picture Salary equal to or more than	4,400 40,000	4,400 40,000	4,400 40,000
SCHEDULE H, PART I - Stunt Performer Daily	1,432	1,474	1,518
SCHEDULE H, PART II - Stunt Performer Weekly			
Television	4,400	4,400	4,400
Theatrical	5,500	5,500	5,500
SCHEDULE K, PART I - Stunt Coordinator Daily	1,432	1,474	1,518
3-DAY TELEVISION PERFORMER	2,700	2,700	2,700

**Flat Deal Money Breaks**

	7/1/04 - 6/30/05	7/1/05 - 12/31/06	1/1/07 - 6/30/08
STUNT COORDINATORS - THEATRICAL			
Per Week	4,221	4,500	4,650
Per Day	1,069	1,140	1,180
STUNT COORDINATORS - TELEVISION			
Per Week	3,126	3,330	3,440
Per Day	810	865	895
3-Day 1/2 Hour or 1 Hour	2,204	2,350	2,425
3-Day 1 1/2 Hour or 2 Hours	2,465	2,625	2,710

**Network Prime Time Rerun Ceilings**

	7/1/04 - 6/30/07	7/1/07 - 6/30/08
1/2 Hour	2,266	2,311
1 Hour	3,225	3,290
1 1/2 Hour	3,224	3,288
2 Hour	3,472	3,541
Over 2 Hours	3,969	4,048

**SCHEDULE A - DAY PERFORMER**

**Rules and Working Conditions, 7/1/06 - 6/30/07**

**Minimum Daily Rate = \$737**

**Overtime Ceiling (Money Break) = 1,474 (2 x \$737)**

**Overtime**

Calculated in 1/10 hr units

	<b>1x</b>	<b>1 1/2x</b>	<b>2x</b>
Performer earning 2x scale or less	8	9-10	Over 10
Performer earning more than 2x scale	8	Over 8	

**6<sup>th</sup> and 7<sup>th</sup> Days**

	<b>Studio</b>	<b>Overnight</b>
<b>Worked</b>		
Performer's 6 <sup>th</sup> Day*	1 1/2x	Straight Time, min. 8 hours
Performer's 7 <sup>th</sup> Day*	2x	
<b>Idle</b>		
Performer's 6 <sup>th</sup> Day (Idle)	-	1 day's straight pay

\*For work on any other 6<sup>th</sup> or 7<sup>th</sup> day worked, such as the 6<sup>th</sup> day of the Studio workweek but not the Performer's 6<sup>th</sup> day, pay will be at straight time. Performers who earn more than \$1,474 per day receive premium pay based on \$1,474.

When a Performer is paid for a day or days not worked because of a "hold," those "hold days" are used for the purpose of calculating premium pay for the 6<sup>th</sup> or 7<sup>th</sup> day worked.

**Rest Period**

**Daily** - 12 hours (for theatrical, may be shifted to 11 hours for any 2 non-consecutive days on Overnight Location).

**Weekly** - 36 or 56 hours, may be reduced to 54 hours when performer's first call time of the next week is 6 a.m. or later.\*\*

\*\* Other exceptions exist, see SAG contract.

**Rest Invasion**

Lesser of 1 day's pay or \$900.

**Holidays**

New Year's Day, Presidents Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**Holidays Worked** - 2x day rate, no ceilings.

**Holidays Not Worked** - 1 day's pay on Overnight Location. For Studio, if Performer works the day before and the day after the holiday, continuous employment rule will apply, except when the holiday falls on the 6<sup>th</sup> day of the Studio workweek.

## Travel Time

**Travel Only** - In general, paid as straight time, maximum 8 hours per day.\*

**Travel and Work** - All hours considered work time, but overtime caused by travel will be paid at 1 1/2x rather than 2x.

**Travel on Any 7<sup>th</sup> Day or Holiday** - Paid at 1 1/2x.

\* Other travel provisions exist; see SAG contract.

## Night Work

There is no premium for night work (between the hours of 8 pm and 6 am) except:

A performer who is called solely to do looping or ADR work during post-production will be paid a premium of 10% of his/her hourly rate for each straight time hour of night work. However, the premium will not be due if the work was scheduled at night to accommodate the performer. Night premium pay is not due on any overtime hours.

## Work Past Midnight

When a freelance performer works after 12:01 a.m. of any day, he is considered to have worked on that day for the purpose of the Studio 5-day work week or Overnight Location 6-day workweek. However, no premium is due for working past midnight into a premium day, such as a 7<sup>th</sup> day or holiday.

When the performer works past midnight on the last day of his engagement, compensation for such work past midnight will be 1/5 his weekly rate as a base salary for that day. However, subject to the overtime provisions, when the total engagement for any week of the performer's services is night work and the last day of such week goes past midnight, the work past midnight does not count as an additional day. For this purpose, night work is defined as a call for 4:00 p.m. or later.

## Meal Penalties

Time Past Required Interval	Penalty
1 <sup>st</sup> 1/2 hour or fraction	25.00
2 <sup>nd</sup> 1/2 hour or fraction	35.00
3 <sup>rd</sup> and each additional 1/2 hour or fraction	50.00

The performer's first meal is due within 6 hours of first call time; succeeding meals must begin within 6 hours after the end of the preceding meal period. (If performer is given a 15-minute non-deductible meal within the first 2 hours of call time, the first deductible meal is due within 6 hours of the end of that meal.) There will be a 12-minute unscheduled grace period before a meal penalty is imposed. If upon expiration of the 6 hour period the camera is in the actual course of photography, the take may be completed without violation. In such a case, the 12-minute grace period does not apply.

## Rehearsals

Rehearsals are counted as work time, but cannot trigger consecutive employment on a motion picture. However, consecutive employment does apply during the rehearsal period. Performer is to be paid the same daily rate contracted to be paid during photography.

## Retakes, Added Scenes, Looping, Etc.

If begun within 4 months of termination of employment (6 months for theatrical, pilots and longform TV), services are compensated at the original daily rate or prorated weekly rate, only for days actually worked.

A performer may be recalled to loop (record soundtrack) for a 4-hour session at 1/2 the pro rata daily rate. If session exceeds 4 hours, a full day of pro rata salary is due.

**Stunt Adjustments**

Unless a rate is agreed to upon hiring, a Performer will receive an additional amount equal to a Stunt Performer's minimum for any day on which he performs a stunt. Overtime will be based on the aggregate amount.

**Wardrobe Fittings**

Day Performers	Work Day Fitting	Prior to Work Day Fitting	Fitting, Not Used
	Same as work time	1 hour minimum call; additional time paid in 15 minute increments*	1 day's pay

\* Performers guaranteed over \$1,000 per day not entitled to such compensation.

**Wardrobe and Make-up Tests**

Day Performers	Work Day Fitting	Prior to Work Day Fitting	Fitting, Not Used
	Same as work time	1 hour minimum call; additional time paid in 15 minute increments*	1 day's pay

\* Performers guaranteed over \$1,000 per day not entitled to such compensation.

**Wardrobe Reimbursement**

If a performer supplies his own wardrobe at producer's request, the following amounts will be paid to the performer for cleaning and reimbursement.

Wardrobe Type	Reimbursement
Formal Wear	\$17.00
Police Uniform	\$36.00
All Other Wardrobe	\$11.50/outfit

**SCHEDULE B - WEEKLY FREELANCE PERFORMERS**

\$4,400 or less per week and less than \$32,000 per television picture

\$5,500 or less per week and less than \$60,000 per theatrical picture

**Rules and Working Conditions, 7/1/06 - 6/30/07**

**Minimum Weekly Rate = \$2,557**

**Overtime Ceilings (Money Breaks) = \$4,400 (TV), \$5,500 (Theatrical)**

**Overtime**

Calculated in 1/10 hr units

	TV			Theatrical		
	1x	1 1/2x	2x	1x	1 1/2x	2x
Daily	10		Over 10	10		Over 10
Weekly	8	Over 8*		44/wk**	Over 44, less any daily OT**	
Weekly - Overnight Location	8	Over 8*		48/wk***	Over 48, less any daily OT****	

\* On any 2 days in a performer's work week, this 1 1/2x overtime rate will not apply.

\*\* Hours worked on 6<sup>th</sup> and 7<sup>th</sup> consecutive days are not to be used in calculation.

\*\*\* Hours worked on 7<sup>th</sup> consecutive day are not to be used in calculation.

**6<sup>th</sup> and 7<sup>th</sup> Days**

Worked	Studio	Overnight
6 <sup>th</sup> Day	+1/2 day premium	4 hrs. straight time, worked or not
7 <sup>th</sup> Day	+1 day premium	+1 day premium

When a Performer is paid for a day or days not worked because of a "hold," those "hold days" are used for the purpose of calculating premium pay for the 6<sup>th</sup> and 7<sup>th</sup> day worked.

**Rest Period**

Daily	12 hours (for theatrical, may be shifted to 11 hours for any 2 non-consecutive days on Overnight Location)
Weekly	36 or 56 hours, may be reduced to 54 hours when performer's first call time of the next week is 6 a.m. or later.*****

\*\*\*\*\* Other exceptions exist, see SAG contract.

**Rest Invasion**

Lesser of 1 day's pay or \$950.

**Holidays**

New Year's Day, President's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**Holidays Worked** - 1 day's additional premium, with the following exceptions:

In the case of 6 days worked in a Studio workweek, if the holiday falls on the 6<sup>th</sup> day, total additional premium pay for the week will be only 1 day; if the holiday falls on any other day worked, total additional premium pay will be 1 1/2 days (1 for holiday + 1/2 for 6<sup>th</sup> day). In the case of 7 days worked in a Studio workweek, if the holiday falls on the 6<sup>th</sup> or 7<sup>th</sup> day, total premium pay for the week will be only 2 days; if the holiday falls on any other day worked, total premium pay will be 2 1/2 days (1 for holiday + 1 for 7<sup>th</sup> day + 1/2 for 6<sup>th</sup> day). These premiums are in addition to payment for days actually worked beyond the 5-day guarantee.

On Overnight Location, holiday hours worked (up to 10) will count toward the Performer's 48-hour week.

**Holidays Not Worked** - No deductions on Overnight Locations.

**Prorating**

When prorating the workweek to determine an additional day of pay, prorating is based on 1/5 of the performer's weekly base rate, whether on Studio or Overnight Location workweek. However, this will not in any way change the performer's weekly base rate for either the Studio or Overnight Location workweek.

**Travel Time**

**Travel Only** - In general, paid as straight time, maximum 8 hours per day.\*

**Travel and Work** - All hours considered work time, but overtime caused by travel will be paid at 1 1/2x rather than 2x.

**Travel on Any 7<sup>th</sup> Day or Holiday** - 1 day's pay plus premium of 1/2 day's pay.

\* Other travel provisions exist; see SAG contract.

**Night Work**

There is no premium for night work (between the hours of 8 pm and 6 am) except:

A performer who is called solely to do looping or ADR work during post-production will be paid a premium of 10% of his/her hourly rate for each straight time hour of night work. However, the premium will not be due if the work was scheduled at night to accommodate the performer. Night premium pay is not due on any overtime hours.

**Work Past Midnight**

When a freelance performer works after 12:01 a.m. of any day, he is considered to have worked on that day for the purpose of the Studio 5-day work week or Overnight Location 6-day workweek. However, no premium is due for working past midnight into a premium day, such as a 7<sup>th</sup> day or holiday.

When the performer works past midnight on the last day of his engagement, compensation for such work past midnight will be 1/5 his weekly rate as a base salary for that day. However, subject to the overtime provisions, when the total engagement for any week of the performer's services is night work and the last day of such week goes past midnight, the work past midnight does not count as an additional day. For this purpose, night work is defined as a call for 4:00 p.m. or later.

**Meal Penalties**

Time Past Required Interval	Penalty
1 <sup>st</sup> 1/2 hour of fraction	25.00
2 <sup>nd</sup> 1/2 hour of fraction	35.00
3 <sup>rd</sup> and each additional 1/2 hour of fraction	50.00

The performer's first meal is due within 6 hours of first call time; succeeding meals must begin within 6 hours after the end of the preceding meal period. (If performer is given a 15-minute non-deductible meal within the first 2 hours of call time, the first deductible meal is due within 6 hours of the end of that meal.) There will be a 12-minute unscheduled grace period before a meal penalty is imposed. If upon expiration of the 6 hour period, the camera is in the actual course of photography, the take may be completed without violation. In such a case, the 12-minute grace period does not apply.

**Rehearsals**

Rehearsals are counted as work time, but cannot trigger consecutive employment on a motion picture. However, consecutive employment does apply during the rehearsal period. Performer is to be paid a pro rata of the same weekly rate contracted to be paid during photography.

**Retakes, Added Scenes, Looping, Etc.**

If begun within 4 months of termination of employment (6 months for theatrical, pilots and longform TV), services are compensated at the original daily rate or prorated weekly rate, only for days actually worked. Day performer conditions apply, unless the producer guarantees in writing one week of employment, in which case weekly performer conditions apply.

**Stunt Adjustment**

Unless a rate is agreed to upon hiring, a Performer will receive an additional amount equal to a Stunt Performer's minimum for any day on which he performs a stunt. Overtime will be based on the aggregate amount.

A performer may be recalled to loop (record soundtrack) for a 4-hour session at 2 the pro rata daily rate. If session exceeds 4 hours, a full day of pro rata salary is due.

**Wardrobe Fittings**

	<b>Workday Fitting</b>	<b>Prior to Workday</b>	<b>Fitted, Not Used</b>
<b>Freelance Weekly Performers</b>	Same as work time	4 hrs free on 2 days, for each week worked. Excess time paid as 1 hr minimum, then in 15-minute increments	1 day's pay for each day of fitting

**Wardrobe and Make-up Tests**

	<b>Prior to Workday Test</b>	<b>Tested, Not Used</b>
<b>Freelance Weekly Performers</b>	1 unpaid test day, per week the performer works, each additional test day is paid at 1/2x the pro rata daily rate.	1/2 day's pay

**Wardrobe Reimbursement**

If a performer supplies his own wardrobe at producer's request, the following amounts will be paid to the performer for cleaning and reimbursement:

<b>Wardrobe Type</b>	<b>Reimbursement</b>
Formal wear	\$17.00
Police Uniform	36.00
All other wardrobe	11.50/outfit

**3 DAY PLAYERS - TELEVISION****Rules and Working Conditions, 7/1/06 - 6/30/07****Minimum 3-Day Rates**1/2 Hr - 1 hr show

Performer = \$1,864

Stunt Performer = \$2,015

90 Min - 2 hr show

Performer = \$2,194

Stunt Performer = \$2,194

**Overtime Ceiling (Money Break) = \$2,700 per day****Overtime**

Calculated in 1/10 hr units

**Daily** = 2x after 10 hours**Cumulative** = 1 1/2 x after 24 hours, less any daily overtime paid.**Example:**

Monday	11.0 (1 hr @ 2x)
Tuesday	9.6
Wednesday	7.4
<b>Total</b>	<b>28.0</b>
C Straight hours	24.0
C Daily OT	1.0 (Monday)
<b>Cumulative OT =</b>	<b>3.0 hours</b>

**Note:** A 3 Day Player working more than 3 days is subject to an additional 8 hours per day added to the initial 24 hour threshold for calculating cumulative overtime.

**SCHEDULE C - WEEKLY FREELANCE PERFORMERS**

More than \$4,400 per week but less than \$32,000 per television picture  
 More than \$5,500 per week but less than \$60,000 per theatrical picture

**Rules and Working Conditions, 7/1/06 - 6/30/07**

**Overtime**

Calculated in 1/10 hr units

	TV	Theatrical
Over 10 hours/day	2x	2x
Weekly ceiling	4,400	5,500
Top hourly rate (@ 1x)	\$100/hr	\$125/hr

**Note:** There is no weekly overtime such as provided for in Schedule B.

**6<sup>th</sup> and 7<sup>th</sup> Days**

Worked	Studio	Overnight
Performer's 6 <sup>th</sup> Day *	Additional day+1/2 day's premium or \$475, whichever is less	No additional pay, regular OT applies
Performer's 7 <sup>th</sup> Day *	Additional day+1 day's premium or \$950, whichever is less	Additional day+1 day's premium or \$950, whichever is less

\* For work on any other 6<sup>th</sup> or 7<sup>th</sup> day, such as the 6<sup>th</sup> day of the Studio workweek but not the Performer's 6<sup>th</sup> day, pay will be at straight time.

**Example:** Performer works 7 consecutive days in a Studio workweek. Performer is entitled to an additional 2 days' pay for the 6<sup>th</sup> and 7<sup>th</sup> days worked, plus the lesser of 1 1/2 day's premium or \$1,425. Total for the week would be the lesser of: 8 1/2 days' pay or 7 days' pay plus \$1,425.

When a Performer is paid for a day or days not worked because of a "hold," those "hold days" are used for the purpose of calculating premium pay for the 6<sup>th</sup> or 7<sup>th</sup> day worked.

**Rest Period**

**Daily:** 12 hours (for theatrical, maybe shifted to 11 hours for any 2 non-consecutive days on Overnight Location).

**Weekly:** 36 or 56 hours, may be reduced to 54 hours when performer's first call time of the next week is 6 a.m. or later. \*\*

\*\* Other exceptions exist, see SAG contract.

**Rest Invasion**

Lesser of 1 day's pay or \$950.

**Holidays**

New Year's Day, Presidents Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day

**Holidays Worked** - 1 day's additional premium, with the following exceptions:

In the case of 6 days worked in a Studio workweek, if the holiday falls on the 6<sup>th</sup> day, total premium pay for the week will be only 1 day; if the holiday falls on any other day worked, total premium pay will be 1 1/2 days (1 for holiday + 1/2 for 6<sup>th</sup> day).

In the case of 7 days worked in a Studio workweek, if the holiday falls on the 6<sup>th</sup> or 7<sup>th</sup> day, total premium pay for the week will be only 2 days; if the holiday falls on any other day worked, total premium pay will be 2 1/2 days (1 for holiday + for 7<sup>th</sup> day + 1/2 for 6<sup>th</sup> day). These premiums are in addition to payment for days actually worked beyond the 5-day guarantee.

**Holidays Not Worked** - No deductions on Overnight Locations.

**Prorating**

When prorating the workweek to determine an additional day of pay, prorating is based on 1/5 of the performer's weekly base rate, whether on Studio or Overnight Location workweek. However, this will not in any way change the performer's weekly base rate for either the Studio or Overnight Location workweek.

**Travel Time**

**Travel Only** - In general, paid as straight time, maximum 8 hours per day.\*

**Travel and Work** - All hours considered work time, but overtime caused by travel will be paid at 1 1/2x rather than 2x.

**Travel on Any 7<sup>th</sup> Day or Holiday** - 1 day's pay plus premium of 1/2 day's pay.

\* Other travel provisions exist; see SAG contract.

**Meal Penalties**

Time Past Required Interval	Penalty
1 <sup>st</sup> 1/2 hour or fraction	\$25.00
2 <sup>nd</sup> 1/2 hour or fraction	35.00
3 <sup>rd</sup> and each additional 1/2 hour or fraction	50.00

The performer's first meal is due within 6 hours of first call time; succeeding meals must begin within 6 hours after the end of the preceding meal period. (If performed is given a 15-minute non-deductible meal within the first 2 hours of call time, the first deductible meal is due within 6 hours of the end of that meal.) There will be a 12-minute unscheduled grace period before a meal penalty is imposed. If upon expiration of the 6 hour period the camera is in the actual course of photography, the take may be completed without violation. In such a case, the 12-minute grace period does not apply.

**Rehearsals**

Rehearsals are counted as work time, but cannot trigger consecutive employment on a motion picture. However, consecutive employment does apply during the rehearsal period. Performer is to be paid a pro rata of the same weekly rate contracted to be paid during photography.

**Retakes, Added Scenes, Looping, Etc.**

It begun within 4 months of termination of employment (6 months for theatrical, pilots and longform TV), services are compensated at the original daily rate or prorated weekly rate, only for days actually worked. Day performer conditions apply, unless the producer guarantees in writing one week of employment, in which case weekly performer conditions apply.

A performer may be recalled to loop (record sound track) for a session of up to 4 hours at 1/2 the pro rata daily rate. If session exceeds 4 hours, a full day of pro rata salary is due.

**Stunt Adjustment**

Unless a rate is agreed to upon hiring, a Performer will receive an additional amount equal to a Stunt Performer's minimum for any day on which he performs a stunt. Overtime will be based on the aggregate amount.

### Wardrobe Fittings

	Wardrobe Fitting	Prior to Workday	Fitted, Not Used
Freelance Weekly Performers	Same as work time	No provision in contract	1 day's pay for each day of fitting

### Wardrobe Reimbursement

If a performer supplies his own wardrobe at producer's request, the following amounts will be paid to the performer for cleaning and reimbursement.

Wardrobe type	Reimbursement
Formal wear	\$17.00
Police Uniform	36.00
All other wardrobe	11.50/outfit

### Work Past Midnight

When a freelance performer works after 12:01 a.m. of any day, he is considered to have worked on that day for the purpose of the Studio 5-day workweek or Overnight Location 6-day workweek. However, no premium is due for working past midnight into a premium day, such as a 7<sup>th</sup> day or holiday.

When the performer works past midnight on the last day of his engagement, compensation for such work past midnight will be 1/5 his weekly rate as a base salary for that day. However, subject to the overtime provisions, when the total engagement for any week of the performer's services is night work and the last day of such week goes past midnight, the work past midnight does not count as an additional day. For this purpose, night work is defined as a call for 4:00 p.m. or later.

**SCHEDULE F - CONTRACT, MULTIPLE PICTURE, "DEAL," MULTI-PART**

Who it applies to:

Category	Definition	TV Threshold	Theatrical Threshold
Contract Performer	Employed under contract at a salary	More than \$4,400/wk	More than \$5,500/wk
Multiple Picture Performer	Employed for 2 or more pictures per year, services are non-exclusive	More than \$4,400/wk <u>or</u> guaranteed \$32,000 or more per picture	More than \$5,500/wk or guaranteed more than \$60,000 per picture
Deal Performer	Employed for 1 or more pictures at a guaranteed salary	Guaranteed \$32,000 or more per picture	Guaranteed \$65,000 or more per picture
Performer in Multi-part Closed End Television Picture	Mini-series performer	More than \$4,250/wk <u>and</u> guaranteed \$40,000 or more per picture	N/A

**Rules and Working Conditions, 7/1/06 - 6/30/07**

**Overtime - TV**

Calculated in 1/10 hr units

Performers guaranteed under \$40,000	TV
Over 10 hours/day	2x
Weekly ceiling	4,400
Top hourly rate (@ 1x)	\$100/hr

Note: There is no weekly overtime such as provided for in Schedule B.

**Overtime - Theatrical**

Not provided for in Schedule F; see Prorating.

**6<sup>th</sup> and 7<sup>th</sup> Days**

Worked	Studio	Overnight
Performer's 6 <sup>th</sup> Day *	Lesser of additional day's pay or \$950, plus lesser of 1/2 day premium or \$475 **	No additional pay, regular OT applies
Performer's 7 <sup>th</sup> Day *	Lesser of additional day's pay or \$950, plus lesser of 1 day premium or \$950 **	Lesser of additional day's pay or \$950, plus lesser of 1 day premium or \$950

\* For work on any other 6<sup>th</sup> or 7<sup>th</sup> day, such as the 6<sup>th</sup> day of the Studio workweek but not the performer's 6<sup>th</sup> day, pay will be at straight time.

\*\* Except in a single picture television agreement guaranteeing less than \$50,000; in this case, Performer's 6<sup>th</sup> and 7<sup>th</sup> days are paid as provided for in Schedule C.

**Rest Period**

**Daily:** 12 hours (for theatrical, may be shifted to 11 hours for any 2 non-consecutive days on Overnight Location).

**Weekly:** 36 or 56 hours, may be reduced to 54 hours when performer's first call time of the next week is 6 a.m. or later.\*\*\*

\*\*\* Other exceptions exist, see SAG contract.

## Rest Invasion

Lesser of 1 day's pay or \$950.

## Holidays

New Year's Day, Presidents Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**Holidays Worked** - 1 day's additional premium, with the following exceptions.

In the case of 6 days worked in a Studio workweek, if the holiday falls on the 6<sup>th</sup> day, total premium pay for the week will be 1 day; if the holiday falls on any other day worked, total premium pay will be 1 1/2 days (1 for holiday + 1/2 for 6<sup>th</sup> day). In the case of 7 days worked in a Studio workweek, if the holiday falls on the 6<sup>th</sup> or 7<sup>th</sup> day, total premium pay for the week will be 2 days; if the holiday falls on any other day worked, total premium pay will be 2 1/2 days (1 for holiday + 1 for 7<sup>th</sup> day + 1/2 for 6<sup>th</sup> day).

**Holidays Not Worked** - No deductions on Overnight Locations.

## Prorating

When prorating the workweek to determine an additional day of pay, prorating is based on 1/5 of the performer's weekly base rate, whether on Studio or Overnight Location workweek. However, this will not in any way change the performer's weekly base rate for either the Studio or Overnight Location workweek.

When a Performer is guaranteed \$60,000 or more per theatrical picture (\$65,000 for Deal Performers) or \$32,000 or more per TV picture, prorating for days over the guaranteed period will be negotiated through individual bargaining.

## Travel Time

**Travel Only** - In general, paid as straight time, maximum 8 hours per day. \*

**Travel and Work** - All hours considered work time, but overtime caused by travel will be paid at 1 1/2x rather than 2x.

**Travel on Any 7<sup>th</sup> Day or Holiday** - 1 day's pay plus premium of 2 day's pay.

\* Other travel provisions exist; see SAG contract.

## Meal Penalties

Time Past Required Interval	Penalty
1 <sup>st</sup> 1/2 hour or fraction	\$25.00
2 <sup>nd</sup> 1/2 hour or fraction	35.00
3 <sup>rd</sup> and each additional 1/2 hour or fraction	50.00

The performer's first meal is due within 6 hours of first call time; succeeding meals must begin within 6 hours after the end of the preceding meal period. (If performer is given a 15-minute non-deductible meal with the first 2 hours of call time, the first deductible meal is due within 6 hours of the end of that meal.) There will be a 12-minute unscheduled grace period before a meal penalty is imposed. If upon expiration of the 6 hour period the camera is in the actual course of photography, the take may be completed without violation. In such a case, the 12-minute grace period does not apply.

## Rehearsals

Rehearsals are counted as work time, but cannot trigger consecutive employment on a motion picture. However, consecutive employment does apply during the rehearsal period. Performer is to be paid a pro rata of the same weekly rate contracted to be paid during photography.

## **SCHEDULE H - STUNT PERFORMERS**

### **Rules and Working Conditions, 7/1/06 - 6/30/07**

**Note:** Except as provided for below, all provisions of the applicable schedule will apply (Schedule A for Performers employed by the day; Schedules B, C or F for Performers employed by the week; etc.)

**Minimum Day Performer Rate = \$737**

**Minimum Weekly Performer Rate = \$2,746**

#### **Payment**

Payment of Stunt Performers is governed by whatever schedule is applicable; Schedule A for Day Performers, Schedule B, C or F for Weekly Performers, etc.

#### **“Consecutive Employment”**

If a Stunt Performer plays a role or has dialogue, he is entitled to continuous employment as provided for in Schedule A of the Basic Agreement. Barring this exception, a Stunt Performer is not entitled to continuous employment.

#### **Additional Stunt Work**

Should a producer require stunt work beyond that which was agreed to by the Performer, the Performer has the right to negotiate additional compensation for the additional work. Negotiation may take place either before or after the stunt is performed.

#### **Overtime, Premium Pay and Travel Time**

All overtime and premium pay for a Stunt Performer will be based on aggregate compensation, which is adjusted to include compensation for additional stunt work as listed above. However, for the purposes of calculating travel time, only base compensation will be used.

**SCHEDULE I - AIRPLANE PILOTS**

**Rules and Working Conditions, 7/1/06 - 6/30/07**

**Note:** Except as provided for below, provisions of Schedule H - Stunt Performers will apply.

**Minimum Daily Rate = \$984**

**Minimum Weekly Rate = \$2,746**

**Location Rates**

Location is here defined as any airport or air field where flying may be actually performed.

Daily	1,280
Weekly	2,746
Flying/ Taxiing adjustment *	845

\* Applies only to weekly rate, for each day pilot is required to taxi or fly an airplane.

**Overtime**

Calculated in 1/10 hour units

<b>Pilots</b>	<b>1x</b>	<b>1 1/2 x</b>
Daily or Weekly	8 hours/day	Over 8, no ceiling

**Note:** All pilots, whether on a daily or weekly basis, will be paid Overtime on a daily basis only.

**6<sup>th</sup> and 7<sup>th</sup> Days**

<b>Worked</b>	<b>Studio or Location</b>
Pilot's 6 <sup>th</sup> day	1 1/2 x hourly rate for that day
Pilot's 7 <sup>th</sup> day	2x hourly rate for that day

**Holidays Worked**

2x hourly rate for that day.

**Extremely Hazardous Flying**

Flying that has been classified as extremely hazardous may be compensated with an additional fee, to be negotiated between Pilot and Producer. If agreement has not been made before the stunt is performed, the matter will be settled by conciliation between the Producer and SAG, based on past practices.

Such additional compensation will be included with other compensation for the day for the purpose of computing daily overtime.

## SCHEDULE J - DANCERS

### Rules and Working Conditions, 7/1/06 - 6/30/07

**Note:** Except as provided for below, all provisions of the applicable schedule will apply (Schedule A for dancers employed by the day; Schedules B, C or F for dancers employed by the week, etc.).

**Exception:** Consecutive employment does not apply to dancers.

#### Minimum Daily Rates

Solo/Duo = \$737

Group 3-8 = \$646

Group 9+ = \$564

#### Minimum Weekly Rates

Solo/Duo = \$2,369

Group 3-8 = \$2,171

Group 9+ = \$1,975

#### Definition

For the purposes of this schedule, "dancers" include swimmers and skaters, when the performance is choreographed.

#### Hazardous Activity

Payment is \$80 per day, with a minimum of \$100 if only 1 day's services are required. "Wire flying" will in all instances be considered hazardous. Under certain circumstances, the following may also be considered hazardous:

- Knee work, including rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine on the knees
- Performing complex aerial acrobatics
- Dancing on slippery surfaces (other than ordinary dance floors)
- When the dancer is required to support more than one other person in any manner which affects safe performance of the dance routine
- When sight or breathing is impaired by circumstances, such as the use of a mask or presence of fog, smoke or fire

#### Footwear

Any dancer who is directed to and reports with his or her own footwear will be paid \$10.80 per day for each pair of shoes utilized in performance.

#### Breaks

Dancers will have at least 10 minutes rest during each hour of actual rehearsal or shooting, unless shooting is of a continuous nature. If so, at choreographer's discretion, dancers may continue until a total of 90 minutes have elapsed, after which a 15 minute break is due.

**SCHEDULE K - STUNT COORDINATORS**

**Rules and Working Conditions, 7/1/06 - 6/30/07**

**Note:** Except as provided for below, all provisions of the applicable schedule will apply (Schedule A for coordinators employed by the day; Schedules B, C or F for coordinators employed by the week, etc.).

**Minimum Feature Wage Rates - No Flat Deal**

Daily = \$737

Weekly = \$2,746

**Minimum TV Wage Rates - No Flat Deal**

Daily = \$737

Weekly = \$2,746

3 day contract: 1/2 hr and 1 hr show = \$2,194

3 day contract: 90 min and 2 hr show = \$2,194

**Overtime - No Flat Deal**

Calculated in 1/10 hr units

<b>Daily</b>	<b>1 x</b>	<b>1 1/2 x</b>	<b>2 x</b>
Coordinator making \$1,390/day or less	8	9-10	Over 10
Coordinator making over \$1,390/day	8	Over 8 *	
<b>Weekly</b>			
Coordinator	44 (48 Overnight Loc.)	Over 44 (48 Overnight Loc.)	

\* For the purposes of such calculations, the maximum daily rate will be 2x day performer minimum rate.

**Rest Period**

9 hours, from one hour after dismissal at set until first call thereafter.

**Rest Invasion**

Lesser of 1 day's pay or \$900 (\$950 for weekly employees).

**Daily Check**

A Stunt Coordinator employed by the day will receive separate checks for each day of employment.

**"Flat Deals"**

There will be no overtime, premium or penalty pay due for Stunt Coordinators employed under a "flat deal" contract. The "flat deal" minimums include payment for on-camera work, but do not cover residuals for on-camera stunt work.

**Minimum Feature Wage Rates – "Flat Deal" (7/1/05 - 12/31/06)**

Daily = \$1,140

Weekly = \$4,500

**Minimum TV Wage Rates – “Flat Deal” (7/1/05 - 12/31/06)**

Daily = \$865

Weekly = \$3,330

3 day contract: 1/2 hr and 1 hr shows = \$2,350

3 day contract: 90 min and 2 hr shows = \$2,625

**Rest Period**

9 hours, from one hour after dismissal at set until first call thereafter.

**Rest Invasion**

Lesser of 1 day's pay or \$900 (\$950 for weekly employees).

## General Provisions

### Late Payments

Day players are to be paid within 5 business days.

Weekly performers will be paid on the regular studio pay day (Thursday, if no regular studio pay day has been designated) for services rendered up to and including the preceding Saturday.

The penalty is \$10 per day up to \$200 for 20 days, excluding Saturdays, Sundays and holidays.

Upon written notice of such violation, if the Producer is still delinquent, Producer will have 5 business days to issue payment including late payments.

In the event payment is still not made, further late payment charges in the amount of \$2.50 per calendar day retroactive to the date of receipt of notice of nonpayment, will continue to accrue until the delinquent payment including late payment charges is fully paid.

If there is a dispute over the amount due the performer, and the Producer pays the undisputed amount on time, there will be no late payment charge during the pendency of the dispute.

### Union Security

Taft-Hartley - First time employment of a non-member must be reported to SAG in writing within 15 days in the studio and 25 days on overnight location, giving the non-member's name, social security number, first date of employment and reason for selection. See Taft Hartley Report Form.

Employment of a non-member who previously worked under SAG jurisdiction becomes a "must pay" prior to completion of production.

In order to verify a performer's status (i.e. "must pay" or member in good standing) contact SAG Station 12 prior to each player's start date.

Liquidated damages (to the union) for employment in violation of these provisions is \$500.00.

### Penalties and Fines

Following are 14 major areas in which penalties (or fines) will be assessed against Producers who violate the agreements. In some cases a penalty is payable to SAG; in other cases to the performer.

**Reporting Taft-Hartley Waiver** (Union Security Violation-\$500). Failure to report or filing report late the first time employment of a non member of SAG within 15 days after employment begins (25 days for players hired at overnight location).

Prevention - Notify SAG in writing. Include player's name, address, social security number, date of first employment for your company, and rate of pay and guarantee.

**Hiring a "Must Pay"** (Union Security Violation-\$500). Employing a non-member who previously worked under SAG jurisdiction and who is or will become a "Must Pay" before work has been completed on your production.

Prevention - Verify the union status of actor by contacting SAG station 12 prior to each player's start date. A "Must Pay" must become in good standing before commencing work on your film.

**Member Not in Good Standing** (Union Security Violation-\$500). Employing a SAG member who is not in good standing.

Prevention - Verify status in advance by contacting SAG Station 12. A delinquent member must correct status before employment begins.

**Preference of Employment** (\$400, \$500, \$700). Failure to give preference to "qualified professional performers," or failure to employ a non-professional who meets one of the exceptions to the rule.

Prevention - Recognized exceptions to the preference rule are listed under "Preference of Employment."

**Employment of a member of the production staff** (\$500, \$600, \$800). The SAG Agreement provides that Producer will not employ members of the Producer's casting or production staff to work as actors in the film. Certain exceptions are recognized: e.g. animal handlers, performer/director, performer/writer, Performer/Producer engaged by written contract prior to commencement of principal photography and bona fide emergency situations on location.

**Safety Violation** (\$900). Failure to provide safe conditions for performers (when working with dangerous animals, explosives, etc.).

**Reuse of film from another production without negotiating for the right to such use.** Penalty equal to three times player's original salary for the number of days work used, or in certain cases, damages may be awarded by judgment.

**Failure to honor contractual billing agreement.** Penalties range to the limit of the Schedule B weekly rate, currently \$5000. In some cases performers are entitled to seek damages via arbitration or to seek equitable relief (including recall and correction of prints).

**Rest period violation** (\$950 max. per day for weekly employees; \$900 for daily employees). The SAG agreements require a 12-hour rest period between work days (in certain instances the rest period may be reduced to 11 or 10 hours), and an extended 36, 54, or 56-hour rest period between consecutive work weeks. The penalty for violating these provisions is one day's salary up to a maximum of \$950 for weekly employees and one day's salary up to a maximum of \$900 for daily employees.

**Meal period violation.** Players are to receive a meal period no less often than every six hours. Penalties are imposed for each 1/2 hour of violation or fraction thereof and are cumulative.

**Late payment of salary** (\$10 min. to \$200 max. for 20 working days). The agreement requires that day players be paid within five working days. All other performers must be paid no later than Thursday for all work performed in the week ending the preceding Saturday. Additional penalties beyond \$200 will be assessed once the Guild or the player provides written notice, and if the deficiency is not corrected within five business days.

**Doubling performers in violation of the SAG Basic Agreement** (applies to day players earning more than \$1000/day and to all other players). The performer's remedy is to seek damages via arbitration.

Prevention - Before an offer of employment is made, the Producer must be satisfied that the performer can meet the necessary requirements of the role (e.g. the performer's speaking voice must be acceptable, inasmuch as it may not be doubled except under very limited circumstances). See "doubling" in the various schedules which follow.

**Failure to use registered background actors for hazard work** (\$215 for the first violation, \$350 for the second and each succeeding violation on a production). The penalties do not apply if there is bona fide dispute as to whether the work is "hazardous" or is "stunt work."

**Failure to deliver a written contract to a freelance weekly player** (\$10 min. to \$200 max for 20 working days). A written contract must be delivered to performer by the first date of employment or no later than four days after a full agreement on

terms has been reached, whichever date is later. The penalty provisions are similar to late penalty provisions, therefore additional penalties beyond \$200 will be assessed if non-compliance continues.

In any case of willful misrepresentation or falsification of facts by the Producer, the above damages will be doubled.

## Preference of Employment

Preference of employment will be given to "qualified professional performers" who are reasonably and readily available to the Producer for employment in the locality where the Producer's studio is based. The definition of a "qualified professional performer" is a person who has had prior employment as a motion picture performer at least once during the period of three years prior to the date of proposed employment.

Requirements under this provision do not alter or modify the Producer's exclusive right to hire whomever Producer chooses. However, Taft-Hartley notification (as noted under Union Security) must be filed with the union.

The standard exceptions to the preference of employment provision contained in the 1998 Basic Agreement (General Provisions, paragraph 14, section D) are as follows:

1. Member of a "name" specialty group;
2. Important, famous, well-known or unique persons, or persons with special skills and abilities who portray themselves;
3. Background actors adjusted for non-script lines or stunts;
4. Military or government personnel who must be used because government restrictions prevent utilization of non-authorized persons;
5. Persons with special skills and ability, or special or unusual physical appearance required for the film where there are no qualified professionals available with the same skill or appearance;
6. First employment of a professional who can show sufficient training and/or experience for an acting career and that he intends to pursue such a career and be available for work;
7. Children under 18;
8. Owner or operator of unique vehicle or equipment that is not available to producer without employing owner or operator;
9. Stunt coordinators; and
10. Body doubles.

Liquidated damages (payable to the union) for non-compliance are:

- \$500.00 - Day Players
- \$600.00 - 3-Day Players
- \$800.00 - Freelance Weekly Performers

## Taft/Hartley Report

Following is a sample "Taft/Hartley Report" in a format that SAG is likely to accept. The notice to SAG should include the appropriate section number of the "Preference" clause and include language similar to that stated in the appropriate section.

**SCREEN ACTOR'S GUILD  
TAFT/HARTLEY REPORT**

ATTENTION \_\_\_ RÉSUMÉ ATTACHED \_\_\_\_\_ PHOTO ATTACHED \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

NAME \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ AGE (If minor) \_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**EMPLOYER INFORMATION:**

NAME \_\_\_\_\_ CIRCLE ONE - AD AGENCY / PROD. CO. / STUDIO

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**EMPLOYMENT INFORMATION:**

CIRCLE ALL THAT APPLY - CONTRACT: DAILY / 3-DAY / WEEKLY

CIRCLE ALL THAT APPLY - CATEGORY: ACTOR / SINGER / STUNT / OTHER

WORK DATE(S) \_\_\_\_\_ SALARY \_\_\_\_\_

PRODUCTION TITLE \_\_\_\_\_ PROD./COMM'L# \_\_\_\_\_

SHOOTING LOCATION (City/State) \_\_\_\_\_

Reason For Hire (be specific): \_\_\_\_\_

Employer is aware of General Provisions, Section 14 of the Basic Agreement that applies to Theatrical and Television production, and Schedule B of the Commercials Contract, wherein Preference of Employment will be given to qualified professional actors (except as otherwise stated). Employer will pay to the Guild as liquidated damages, the sums indicated for each breach by the Employer of any provision of those sections.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Producer or Casting Director (circle one)

PHONE \_\_\_\_\_

PLEASE BE CERTAIN RÉSUMÉ LISTS ALL TRAINING AND/OR EXPERIENCE IN THE ENTERTAINMENT INDUSTRY.

## Studio Zone Employment

### Los Angeles Studio Zone

A 30-mile radius from the intersection of Beverly and La Cienega Boulevards, (including current location of Columbia Ranch and Disney studio). Player will be compensated for travel within the L.A. Studio Zone at \$.30 per mile from Producer's studio to the place of reporting and back. Supervised parking paid for by Producer is required for "report to" calls other than at a studio.

Exception to the requirement to pay mileage for performers employed on theatrical motion pictures who are required to report for work at a site within thirty (30) mile studio zone which is within a ten (10) mile radius of a point designated by the producer, provided the producer gives prior notice to the guild of the point so designated. Commencing outside the ten (10) mile radius, a mileage allowance will be paid.

### New York Studio Zone

A 25-mile radius from Columbus Circle, not including Sandy Hook, NJ. Performers may be asked to report to a studio or location within an 8-mile radius; outside of 8 miles, performers must be provided courtesy transportation to and from a pickup spot between 125<sup>th</sup> Street and South Ferry in Manhattan, "when convenient public transportation is not readily available."

### San Francisco Studio Zone

A 30-mile radius from the intersection of Market and Powell Streets. Performers are to be transported by Producer to any site outside the Studio Zone (such travel time is work time).

### Other Studio Zones

Most SAG branch cities have established their own zones of 25 to 30 miles. Contact each office for complete information.

## Consecutive Employment

Day players will be paid for all consecutive work or hold days during principal photography. However, Producer and performer may agree to recalls on or after a specific date following 14 days (TV episodic) or 10 days (Theatrical and other T.V.) from termination of original employment. If player is recalled prior to the 14 or 10 day stipulation compensation will be paid for all intervening days.

The exceptions to this rule are retakes, added scenes, looping, dubbing process photography shots, trailers and foreign versions. If recalled within 6 months after completion of principal photography, player must work for the same pro rata salary as originally employed.

Furthermore, rehearsal time does not trigger consecutive employment if a performer engaged for a long-form television program or a theatrical production is paid for rehearsal at the same rate as for photography. The foregoing will be subject to the performer's general availability, not limited to professional availability; performer must be given an "on or about" or firm start date as required by the Agreement; and consecutive employment applies during the rehearsal period.

Intervening days between work on two episodes of the same series do not trigger consecutive employment.

"Major role" performers have special conditions; see contract for full details.

**Adjustment of Background Actor to Day Player**

An extra may be adjusted to a day player for non-scripted dialogue or stunts.

Compensation will be the pro-rata salary for the time worked as an background actor calculated in units of tenths of an hour, plus the full SAG day player minimum.

EXAMPLE	Hours as background actor @ \$118 per day = 2 1/2 hours Hours as day player @ \$695 per day = 5 hours Total Pay = \$29.50 for background actor work plus day player rate of \$695.00 = \$724.50
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Overtime, if any, will commence to accrue after performer has rendered 8 hours of work as a day player.

**Conversion of Day Player to Weekly Status**

At any time, either before or after a day player commences work, the Producer will have the option of converting such performer, with written notice, to a weekly engagement. The date notice is delivered to performer will be the first day of his/her weekly employment. However, performer will be paid for such day, including overtime, as a day player. If notice is received after noon, conversion to weekly status will not be effective until the next work day.

**Reuse of Photography or Sound Track**

No part of the photography or sound track will be used other than the picture for which performer was employed without separately bargaining with the performer prior to the time of reuse for at least day player minimum. Producers are allowed to reuse photography and soundtrack without bargaining or compensation to performers in pre- and post-Oscar and Emmy Award programs between the announcement of nominations and light days following the Oscar or Emmy Award program.

The union may, at its discretion, grant waivers for reuse in public service, educational and like programs.

If Producer fails to separately negotiate, performers will be entitled to damages equivalent to 3 times the amount originally paid the performer for the number of days of work covered by the material used. If the Producer and SAG are unable to find the performer within a reasonable amount of time, the Producer may use the photography or sound track without penalty.

**Trailers**

Full day player rates will be paid to performers employed in trailers for use on television and in theaters. For services performed in a television trailer to promote a continuing series, the day player rate covers 13 weeks of use.

Producer will have the right to make a "tease" trailer in addition to the full length trailer, for theatrical use or 1 additional edited shorter version for each 13 week television trailer.

Any performer who appears as a star or featured performer in a theatrical or individual T.V. episode or T.V. picture who, during employment, performs in a trailer for such picture will not be entitled to additional payment.

No additional compensation will be payable for use of any portion of a motion picture, or for use of scenes photographed simultaneously with a separate camera, utilized as a trailer.

**Pension and Health Plans**

See Fringes chapter.

**Air Travel Insurance**

Air Travel Insurance must be provided by Producer, or player must be notified in advance of travel in order to separately purchase air travel insurance. (Player will be reimbursed for the normal cost of premiums upon providing a receipt.)

## Emergency Suspension "Force Majeure" (Except for Schedule A Players)

This provision applies to:

1. Freelance Weekly Players (Schedule B and Schedule C);
2. Three Day Players (TV Schedule B and TV Schedule C);
3. Multiple Picture Player subject to Schedule B conditions (but excluding players whose guaranteed salary is \$10,000 or more for each picture under a multiple picture contract); and,
4. Term Contract Players (Schedule E but not Schedule F).

General Rule: If the production is suspended, prevented or postponed by reason of fire, accident, strike, riot, act of God or public enemy, or by any executive or judicial order, or postponed by reason of the illness of any other member of cast or of the director, player will be placed on 1/2 salary for the first three weeks of prevention, suspension or postponement.

During the first week of suspension, Producer will notify the player in writing if the production is to be further suspended or if production is to be canceled.

After three weeks of suspension a player may terminate the employment unless the Producer thereafter pays full salary to the player during any continuance of the suspension.

If Producer later terminates the production due to illness of another member of the case or of the director, player will be paid full salary for services previously rendered, plus 1/2 salary for the period of suspension, plus one week's salary. There will be no further obligation to player even if the payments stated above are less than the original guarantee.

If a production resumes more than three weeks after termination but within six months, the player must return at same pro-rata salary (after six months the salary is negotiable), subject to player's availability.

Penalty for reuse without reaching an agreement:

1. Three times the pro rata salary originally received by the player multiplied by the number of days photography or soundtrack which is reused (the treble damages provision is not intended as a substitute for the obligation to bargain for reuse); or,
2. Performer may file for arbitration or may file suit in a court of competent jurisdiction.

The penalty provision will not apply to the following:

1. Use of photography or soundtrack for advertising, promotion or exploitation of the motion picture or television program; or,
2. If Producer has notified SAG and neither party is able to locate player, the material may be used without penalty. Minimum payment will be due to the player if and when located; or,
3. If all players in a clip, except for one, have agreed to the compensation for reuse of material, and if Producer claims that one player's consent is unreasonably withheld, the Producer may submit the matter to the SAG Board of Directors for a binding determination of the amount to be paid if the material is used; or,
4. No payment to a term contract player for services reused during the period the player is still employed under the term contract; or,

5. No payment for theatrical motion picture stunts produced before 2/1/56 when reused in other theatrical motion pictures. Reuse of stunts produced between 2/1/56 and 1/30/60 subject to bargaining (minimum payment is SAG Day Player rate, or arbitration if an amount cannot be agreed upon); or,
6. No payment for theatrical motion picture stunts produced before 8/1/48 when reused in other television motion pictures. Reuse of stunts produced between 8/1/48 and 1/31/60 subject to bargaining (minimum payment is SAG Day Player rate, or arbitration if an amount cannot be agreed upon); or,
7. If a stunt was photographed but not used in the motion picture for which it was originally made, it may be used once in another theatrical motion picture without additional compensation; or,
8. No payment for reuse of theatrical motion picture clips, within regularly scheduled news programs, in connection with other news and review purposes (e.g. "Ebert & Roeper at the Movies"), and in Oscar Award programs.

With respect to use which would otherwise require payment under this clause, "star" performers may, at the time of reuse, waive payment as to themselves, but may not waive payment due to other performers.

### **Program Made for the Internet**

This Sideletter on "Program Made for the Internet" was added to the Codified Basic Agreement and the Television Agreement ("Sideletter on Programs Made for the Internet as of July 1, 2001 re: Programs Made for the Internet"). The Sideletter was added so producers will advise the unions when they plan to produce for the Internet, giving at least 60 days' notice to the unions. The producer will have the option to sign a letter of adherence which will obligate the producer to pay pension and health contributions on the negotiated salary for all performers and further will bind the producer to the union security clause.

**SIDELETTER ON PROGRAMS MADE FOR THE INTERNET  
EFFECTIVE JULY 1, 2001**

Re: Programs Made for the Internet

This Sideletter confirms the understanding of the Screen Actors Guild ("the Guild") and the Producers (collectively "the parties") concerning the application of the 2001 Producer-Screen Actors Guild Codified Basic Agreement and Screen Actors Guild Television Agreement to audio-visual entertainment programs made for the Internet or other similar delivery systems ("internet"). With respect to such programs intended for initial use on the Internet, the parties agree as follows:

**Part A - Letter of Adherence**

Part A of this Sideletter authorizes a letter of adherence for Producers producing audio-visual entertainment programs made for the Internet of the type that have traditionally been covered under the SAG Codified Basic Agreement or Television Agreement as well as other types of programs made for the Internet.

A Producer, at its option, may execute a letter of adherence to cover any such program or multiple programs made for the Internet, provided that the Producer has first provided to SAG at least sixty (60) days notice of its intention to do so and meets with SAG to discuss terms of the letter of adherence if requested to do so by SAG. Any such letter of adherence shall be binding upon the Guild and the Producer, and shall, at a minimum, require the Producer to make contributions on behalf of performers employed on such program(s) to the Pension Plan and Health Fund at the rates set forth in Section 34 of the 2001 SAG Codified Basic Agreement or in Section 22 of the 2001 SAG Television Agreement. The provisions of Section 2 of the Codified Basic Agreement, "Union Security," also shall apply to any such letter. No other terms of the Codified Basic Agreement or Television Agreement shall apply to the employment of such performer, unless agreed in writing between the Guild and the performer, on the one hand, and the Producer, on the other hand.

**Part B - Notices to SAG**

Any Producer who intends to produce a program intended for initial use on the Internet shall provide to SAG at least sixth (60) days notice of its intention to do so and shall meet with SAG to discuss terms and conditions of employment of performers, if requested to do so by SAG. Any Producer who does produce any such program, whether or not the Producer has entered into a letter of adherence or other agreement with SAG, shall provide to SAG information regarding the employment of performers on such program, including, but not limited to, the compensation paid to such performers, the nature of the work performed, and the receipts generated by the exhibition or distribution of any such program.

**Part C - Mutual Reservation of Rights**

Nothing contained in this Sideletter shall be deemed a waiver of any party's legal position with respect to the application of this or any prior Codified Basic Agreement or Television Agreement to programs made for the Internet. The parties reserve all of their legal positions with respect to such programs.

ACCEPTED AND AGREED:

\_\_\_\_\_  
SAG Signature

\_\_\_\_\_  
AMPTP Signature

**2005 SCREEN ACTORS GUILD/TELEVISION ANIMATION AGREEMENT\***

**Minimum Compensation Per Film or Segment Thereof (7/1/05 - 6/30/08)**

	7/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
Films or Segments of Films over 10 Minutes in Length	716.00	737.00	759.00
Films or Segments of Films of 10 Minutes or less in Length	648.00	667.00	687.00

The minimum session fee provided above will include services on a single animated television film. An additional minimum session fee will be payable for each animated television film on which services are rendered in a session.

Subject to the following exceptions, the included work time per session will be 4 hours. Time worked in excess of the 4 hours included work time per session will be paid at a straight-time hourly rate (equal to one-eighth (1/8th) of the minimum session fee provided in Section 1 A) for each hour or portion thereof up to and including the eighth (8th) hour. Time worked in excess of 8 hours will be paid in accordance with the overtime provisions for day players under the TV agreement. The exceptions are:

1. Included work time for the initial session of any series in any broadcast season will be 8 hours.
2. Included work time for a session for a series episode of more than 30 minutes in length will be 6 hours.
3. Included work time for a session for a non-episodic program will be 6 hours for a program of 30 minutes in length and 8 hours for a program of more than 30 minutes.
4. Included work time for an automated dialogue replacement (ADR) session will be 6 hours. If, however, a performer is employed for an ADR session due to his/her unavailability for the principal recording session, then the included work time for that performer will be 8 hours.

In those instances where the included work time is six hours (as in the previous exceptions), time worked in excess of the 6 hours included work time will be paid at a straight-time hourly rate (equal to 1/8th of the minimum session fee provided previously) for each hour or portion thereof up to and including the eighth hour. Time worked in excess of 8 hours will be paid in accordance with the overtime provisions for day players under the TV agreement.

**Limitations on Voices**

Films or Segments of Films 10 Minutes or Less in Length

Voice actors may perform up to three voices in each film or segment. For each voice over such three voices, voice actors will be paid an additional:

7/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08
209.00	215.00	221.00

Films or Segments of Films Over 10 Minutes in Length

Voice actors may perform up to three voices in each film or segment. For performing more than three voices, voice actors will be paid an additional full session fee which will entitle the Producer to require the performer to perform up to three additional voices.

Additional Compensation for a Third Voice

As to films or segments of films over 10 minutes in length, an additional payment of 10% will be payable for the third voice in each group of 3 performed (e.g. 3rd voice, 6th voice, etc.).

## Pick-up Lines

### At a Pick-Up Session

A voice actor may be requested to attend a session called for the sole purpose of performing pick-up lines from previous episodes of a series and may provide an unlimited number of pick-up lines in a two hour session for a single full minimum session fee.

### At a Regular Session

A voice actor may be requested to record unlimited pickup lines from previous episodes for no additional compensation if such recording of pick-up lines takes no more than one hour at a session at which the performer is engaged to perform principal recording.

### Recording or Lead-Ins, Lead-Outs, Bumpers and Wraparounds

Voice actors who are paid for or guaranteed at least 50% of the episodes ordered in a particular production period for a particular series may be required to record, without additional compensation, lead-ins, lead-outs, bumpers and or wraparounds which may be used with any episode of the series produced within any production period during which the performer satisfies the foregoing test. Such lead-in, lead-outs, bumpers and/or wraparounds must be done in the performers "character" voice (which includes performers own voice, when performer's natural voice is the "character" voice) and must be recorded during the same session as the recording for an episode or episodes.

A "production period" for the purpose hereof, is the period of time required to complete principal recording for the number of episodes ordered by a license as set forth in a licensing agreement. Each option for additional episodes will constitute a separate production period.

## Workweek

For the purpose of this agreement, the following "special situation" will apply to voice actors employed hereunder:

1. A voice actor employed hereunder will 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 a Sunday, unless such work is scheduled on Saturday or Sunday to accommodate the schedule of any performer. In the latter case, all such performers will be compensated at straight time.

## Scripts

Whenever possible, voice actors will receive their scripts not later than 24 hours before their work calls, but in no event will performers receive their scripts later than commencement of their work call.

## Auditions

An audition must be scheduled by Producer for a specific time and the voice actor or his/her representative will be notified thereof. A call to the performer's representative will be deemed sufficient.

A voice actor called for a fourth audition for the same role will be paid a minimum fee of \$51.50 for the first 2 hours. For all time in excess of 2 hours the voice actor will be paid \$12.88 for each one-half hour unit.

## Merchandising

Utilization of a voice actor's voice from sound track recorded pursuant to this agreement in games, dolls, toys and other products will be separately negotiated with the voice actor prior to such use.

## Additional Compensation for Reruns

Producer may require rerun rights in advance by paying voice actor at the time of employment a separate and additional compensation in the following amounts:

1. If Producer desires to acquire rerun rights up to and including the 10th run, including a second run over a network in prime-time, said network prime-time run will be paid at the rate according to the SAG TV Agreement (See Residuals Chapter); and, for all remaining runs, an additional sum of not less than 138% of total applicable minimum compensation.
2. If Producer desires to acquire rerun rights up to and including the 10th run, including 2nd and 3rd network runs in prime-time said two network prime-time runs will be paid at the full rate according to the SAG TV Agreement (See Residuals Chapter); and, for all remaining runs, an additional sum of not less than 100% of total applicable minimum compensation.
3. If Producer desires to acquire rerun rights up to and including the 10th run, including reruns over a television network other than prime-time network runs, not less than 185% of the performer's total applicable minimum salary will be paid;
4. If Producer desires to acquire rerun rights up to and including the 10th run in syndication, not less than 170% of the performer's total applicable minimum salary will be paid.
5. If Producer acquires only syndication rerun rights up to and including the 10th run and thereafter the film is rerun over a television network other than in prime time, performer will be paid an additional 15% of the performer's total applicable minimum salary and, upon such payment being made, Producer will have the same rerun rights as provided above. However, if Producer acquires only syndication rerun rights and thereafter the film is given a network prime-time run, such runs will be paid according to the SAG TV Agreement (See Residuals Chapter).

In applying the "special one-hour residual formula" (See "Residuals" Chapter) to longform animated television films television films of 30 minutes or less in length may not qualify for application of such formula by combining such forms with others to create a "long-form" television film.

It is the intent of the foregoing that, in all cases, network prime-time runs will be paid in full as noted in the Residuals Chapter and that no provision for buy out may include more than the 10th run. Any run beyond the 10th run must be paid per the SAG TV Agreement.

## Theatrical Release for Academy Award Consideration

Producer may theatrically release, for one week or less, a television motion picture for the purpose of Academy Award consideration for Best Animated Short Film, without any additional compensation due to the voice actor(s) who performed in the TV movie.