

## **MEMBERSHIP RULES**

- 1. No member shall render any services or make an agreement to perform services for any employer who has not executed a basic minimum agreement with the Union, which is in full force and effect, in any jurisdiction in which there is a SAG-AFTRA national collective bargaining agreement in place. This provision applies worldwide.
  - (A.) No member shall render any services, or make an agreement to perform services, for any employer against whom the Union is conducting a strike, nor shall any member otherwise violate any strike order of the Union.
- **2. (A.)** It shall be the duty of every member to fully comply with workplace safety protocols approved by SAG-AFTRA.
  - (B.) It shall be the duty of every member to report to the Union any violation by a signatory of any of the Union's collective bargaining agreements, as the same now exist or may hereafter be amended.
  - (C.) A charge of violation of this rule filed by a member in good standing under Article XIV of the Constitution must be based on the member's in-person observation of the violation; a charge filed by the Union shall be based on its investigation of the facts and circumstances.
- 3. It shall be the duty of every member when requested by the Union, to appear and testify at any arbitration hearing, any hearing of charges against a member, and at any other hearing conducted by the Union or by any committee or tribunal appointed by the National Board.
- 4. No member of the Union shall appear in, or assist in any manner, either directly or indirectly, any benefit within the jurisdiction of the Union which has not first been approved by the Union.
- **5.** Every member of the Union who is now, or hereafter becomes a member of, or applies for membership in any trade union not a branch of the Associated Actors and Artistes of America ("4A's"), which purports to represent or seeks to represent employees in the jurisdiction of any branch of the 4A's, shall immediately report in

writing the facts concerning the same to the -Union, and particularly shall report: (a) the name of the trade union; (b) how long he or she has been a member; (c) date of application; and (d) date he or she became a member. If the National Board of Directors, or its designee, shall be of the opinion that dual membership of any member in the Union and in any other such trade union is detrimental to the best interest of the Union, it may require such member to divest himself or herself of membership in such other trade union, and in default thereof, may suspend or expel such member. Failure of a member to give notice under this Section, or failure to comply with an order of the Board pursuant to this Section shall be considered an action antagonistic to the interests and integrity of the Union. The term "trade union" as used in this Section includes any association substantially similar to a trade union.

- 6. It shall be the duty of every member to carry his or her Union card when working, and to permit any representative of the Union to freely inspect the same. No member shall allow any other person to have possession of his or her Union card.
- **7.** [Reserved for Future Use]
- **8.** No Union member shall drive any studio equipment to location.
- **9.** It shall be conduct considered an action antagonistic to the interests and integrity of the Union for a member of the Union to accept employment in the jurisdiction of any other branch of the Associated Actors and Artistes of America (4A's) for an employer whose employees are represented by the other branch, unless the member seeking such employment first inquires of the other branch to ascertain whether the employer is a signatory to a collective bargaining agreement with the other branch. It shall be conduct considered an action antagonistic to the interests and integrity of the Union if the member of the Union accepts employment with an employer in the jurisdiction of another branch after having been advised by the other branch that:
  - (A.) The employer has refused to bargain in good faith a collective bargaining agreement with the other branch and the other branch has declared the employer unfair or has otherwise directed its members not to work for the employer; or
  - (B.) If the employees of the employer are engaged in a primary strike ratified or approved by the other branch.
  - (C.) It shall be conduct considered an action antagonistic to the interests and integrity of the Union for a member of the Union to 1) work for any employer or other person who is on the Unfair List, or 2) accept an

engagement to work on a live or recorded broadcast originating at any radio station that is unfair.

- 10. The Presiding Officer at Board meetings and the chair of each committee shall be empowered to invoke a rule of confidentiality with regard to any subject to be discussed which is deemed to be of a confidential nature, on which outside discussion might be detrimental to the best interests of the members of the Union. This rule of confidentiality may be overruled by a super-majority comprised of two thirds of the Board or committee members present.
- **11.** Except with written permission of SAG-AFTRA, to be given in such manner as shall from time to time prescribed by the National Board, the making, solicitation or collection of group gifts or memorials of any character by members of the Union to or for an employer, or prospective employer, to any officer, agent, representative or employee of such employer or prospective employer, to any of their officers, agents, representatives or employees, shall be considered an action antagonistic to the interests and integrity of the Union.

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

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

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

- **13.** [Reserved for Future Use]
- 14. No member of the Union may perform services as both a performer and a casting director, nor as a performer and in a capacity within the jurisdiction of any theatrical teamster union, in any production without the consent of the Union.
- **15.** [Reserved for Future Use]
- **16.** [Reserved for Future Use]

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

Pursuant to the Union's objective to protect the rights and properties of performers, The Union is authorized to enter into agreements with foreign collecting societies to prosecute claims for royalties due performers under applicable foreign law ("foreign royalties"). The Union may retain an administrative fee in an amount set by the National Board from the sums, if any, received by the Union from such collecting societies to defray the cost of distribution of such funds.

Nothing in this rule shall prohibit the Union from modifying its practices related to pursuit of foreign royalties on behalf of its members.

**18.** No member shall perform services as a background or extra performer for any production without coverage of the applicable Union agreement in the specific zones, as to minimum pay, benefits and working conditions.