



DIGEST OF RATES
&
WORKING CONDITIONS

FOR

PERFORMERS
ON
DRAMATIC SERIALS

SAG-AFTRA NATIONAL CODE OF FAIR PRACTICE
FOR NETWORK TELEVISION BROADCASTING
2014-2018

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The following is a summary of provisions which appear in the 2011 – 2014 AFTRA National Code of Fair Practice for Network Television Broadcasting and the 2014 SAG-AFTRA National Code of Fair Practice for Network Television Broadcasting Memorandum of Agreement, that pertain to Daytime Dramatic Serials. The following terms and conditions are for programs produced for television only and if any program is produced for new media, including the internet, the local SAG-AFTRA office should be contacted.

This summary is meant to provide an easy reference for the Daytime Drama Performer and should not be constructed to obviate the need to ask questions of the SAG-AFTRA local when contractual questions arise.

1. COMPENSATION

Principal Performers - Hour Program

Minimum scale program fee – effective:	11/16/14	11/16/15	11/16/16
	\$988	\$1,013	\$1,038

Additional Day Fee - \$460.00

Length of work day - 9 hours plus a 1 hour meal period.

Hourly overtime rate – First two hours of overtime \$65.00 an hour third and each successive hour of overtime \$85.00 an hour.

Principal Performers - Half Hour Program

Minimum scale program fee – effective:	11/16/14	11/16/15	11/16/16
	\$740	\$759	\$778

Additional Day Fee - \$345.00

Length of work day - 8.5 hours plus a 1 hour meal period.

Hourly overtime rate - First two hours of overtime \$51.00 an hour third and each successive hour of overtime \$67.00 an hour.

Five Lines or Less – Hour Program

Minimum scale program fee – effective:	11/16/14	11/16/15	11/16/16
	\$429	\$440	\$451

Additional Day Fee - \$170.00

Length of work day - 9 hours plus a 1 hour meal period.

Hourly overtime rate - First two hours of overtime \$29.00 an hour third and each successive hour of overtime \$38.00 an hour.

Five Lines or Less – Half Hour Program

Minimum scale program fee – effective:	11/16/14	11/16/15	11/16/16
	\$351	\$360	\$369

Additional Day Fee - \$145.00

Length of work day - 8.5 hours plus a 1 hour meal period.

Hourly overtime rate - First two hours of overtime \$26.00 an hour third and each

successive hour of overtime \$34.00 an hour.

Background Performers – Hour Program

Minimum scale program fee – effective: 11/18/12 No additional increases.
\$150

Additional Day Fee - \$96.00

Length of work day - 9 hours plus a 1 hour meal period.

Hourly overtime rate - First two hours of overtime \$17.00 an hour third and each successive hour of overtime \$22.00 an hour.

Background Performers – Half Hour Program

Minimum scale program fee – effective: 11/18/12 No additional increases.
\$115

Additional Day Fee - \$72.00

Length of work day - 8.5 hours plus a 1 hour meal period.

Hourly overtime rate - First two hours of overtime \$17.00 an hour third and each successive hour of overtime \$22.00 an hour.

Overtime at the hourly rates specified above will be paid in minimum increments of thirty (30) minutes. Note that for the first six months of a new serial program 1 hour or more in length and the first three months of a serial less than one hour in length, the overtime rate for all hours shall be the rate applicable for the first two hours (i.e., \$51 and \$65, as applicable).

Definition of Program Fees

Performers receive a program fee for each program in which they appear.

Reconciliation

If the number of days worked by performer exceeds the number of program fees payable to the performer, each excess work day shall be paid for at the Addition Day Fee rates specified above. The applicable reconciliation period for contract performers shall be a period of 26 weeks. The reconciliation for freelance performers is 2 weeks.

Example:

Performer (contract player) on "General Hospital" (a one hour program) works 2 days during one week. Performers guarantee is \$1,000.00 a program. On Monday and Tuesday he tapes material that will appear on 4 separate shows. If he were reconciled at this point his program fees (4) would exceed his work days (2), so he would receive his straight program guarantee times 4 shows, or \$4,000.00 for two days' work.

If, however, performer worked 4 days (Monday-Thursday) and taped material to be used on two shows and we again reconciled (for purposes of this example) at the end of the first week, performer would receive 2 program fees (2,000.00) plus two extra work day fees payable on a 1 hour program at the rate of \$460.00 each excess work day, for a total of \$2,880.00 for four days of work.

2. VACATIONS (Paragraph 38A, Page 47)

On regularly scheduled programs such as serials, performers having running parts or who are required to hold themselves available for such programs shall be entitled during each consecutive fifty-two (52) weeks period of such commitments to a vacation of two (2) consecutive weeks if employed less than 5 years on the program or three (3) weeks if employed for five (5) years or more on the program. For each such week of vacation taken by a performer, the performer shall be paid or credited with vacation pay at the performer's individual performance rate times the average number of performances per week guarantee.

If the performer performs at least the number of episodes per year guaranteed in his contract, such vacation pay shall be in addition to the amount guaranteed for in his contract. If the performer performs fewer than the number of episodes guaranteed in his contract, the amount allowable to the unperformed episodes may be credited towards vacation pay, but only if provisions for crediting are set forth in the performer's individual contract.

Examples:

Performer above guarantee:

Performer is guaranteed 52 shows for each 26 week cycle in the 1st year of contract (or 104 shows for year 1). Performer in fact works 105 shows. Performer is therefore above his guarantee in year 1 - vacation cannot be credited.

Performer at guarantee:

Performer is guaranteed 52 shows for each 26 week guarantee in the 1st year of his contract (or 104 shows for year 1) - Performer in fact works 104 shows in year 1, performer performs at this guarantee - vacation cannot be credited.

Performer under guarantee:

Performer is guaranteed 52 shows per each 26 week cycle for the 1st year of his contract. (Or total of 104 shows in his first year). Performer in fact works 84 shows (under his guarantee). Performer's vacation compensation may be credited against the difference between the number of shows he actually worked and his contractual guarantee, if his contract so provides.

Subject to production requirements, producer shall consider the wishes of the performers on a program in scheduling vacation periods, and shall give the performers reasonable advance notice of such vacation period.

If the performer gives the Producer at least eight (8) weeks notice of the dates of his intended vacation, within two (2) weeks the Producer shall advise the performer whether the requested vacation can be accommodated, consistent with the storyline and production requirement. If Producer denies performer's request for vacation, Producer shall, within two (2) weeks of such denial, supply performer with alternate vacation dates. If such alternate vacation dates are not agreeable to the performer, performer and Producer, will, within 90 days, meet and arrange mutually agreeable vacation dates. However, if the program shuts down for a vacation period applicable to all the performers on the

program, this paragraph shall not be construed to require schedules of a performer's vacation at a different time.

If, at the request of the Producer, a performer agrees to change or postpone a vacation period which has been approved by the Producer, the performer shall be reimbursed for any vacation expenditures reasonably attributable to the change in his/her vacation.

3. HOLIDAYS (Paragraph 38B, Page 47)

Any performer who works on Christmas (December 25), Thanksgiving Day, New Year's Day (January 1) or a fourth holiday as determined below shall be paid, in addition to any other compensation due the performer on such day's work, an additional payment of the applicable minimum program fee. No later than December 15 of every year, each serial Producer shall designate a fourth holiday for the following year from the following list: Martin Luther King's, Memorial Day (fourth Monday in May), July 4, Labor Day, Friday after Thanksgiving Day.

4. OVERTIME (Paragraph 15B, Page 34)

One Hour Program – 9 Included Hours

Example: Performers work 9 hours exclusive of a 1 hour meal break for a total of workday of 10 hours.

Half Hour Program – 8 1/2 included hours

Example: Performers work 8 1/2 hours, exclusive of a 1 hour meal break for a total workday of 9 1/2 hours.

Overtime Rates

Principal Performers

One Hour Program – \$65.00 for each of first two hours of overtime; \$85.00 for third and each successive hour of overtime.

Half Hour Program – \$51.00 for each of first two hours of overtime; \$67.00 for third and each successive hour of overtime.

Five Lines or Less

One Hour Program – \$29.00 for each of first two hours of overtime; \$38.00 for third and each successive hour of overtime.

Half Hour Program – \$26.00 for each of first two hours of overtime; \$34.00 for third and each successive hour of overtime.

Background Performers

All Programs – \$17.00 for each of first two hours of overtime; \$22.00 for third and each successive hour of overtime.

Work on 6th or 7th Day

When a performer who has worked 5 days in a given work week is required to work a 6th or 7th day in that week, he shall be paid for all hours worked on such 6th or 7th day at the applicable overtime rate, with a minimum call of 4 hours, in addition to any performance fee or excess work day payment due.

5. REST BETWEEN DAYS – "TURNAROUND" (Paragraph 16, Page 35)

There shall be a rest period of not less than 12 hours between the end of work on one rehearsal day and the beginning of work on the next rehearsal day, provided that if any performer is required by producer to report to work within such 12-hour period, he shall be paid \$20.00 per hour.

In recognition of the special problems of serial principal performers who appear in successive daily episodes and who under such circumstances have unique problems in memorizing lines and otherwise preparing for such successive episodes: The amounts payable shall be multiplied by five for the first two hours (\$100.00) and by six for each additional hour (\$120.00) in the case of a serial performer who must memorize lines. Such amounts shall be paid in minimum increments of one hour.

Additional language and increased penalty payments for turnaround are provided for depending on the number of times turnaround is violated. Please contact the Local SAG-AFTRA representative for specifics.

Turnaround on location is 11 hours.

6. READING SESSIONS (Paragraph 21B, Page 39)

If a performer otherwise works on a day on which the performer participates in a reading session, the hours of the reading session shall be treated as time worked. If a performer is called for a reading session on a day on which the performer is not otherwise working, the performer will be paid the excess work day rate, subject to the applicable reconciliation formula.

7. TALENT AUDITIONS (Paragraph 45F, Page 53)

If a performer in a running part is requested to participate in an audition on a day on which the performer otherwise works, the hours of the audition shall be treated as time worked.

If a performer in a running part is requested to participate in an audition(s) on a day on which the performer is not otherwise working performer shall be paid:

<u>Length of Call</u>	<u>1/2 Hour Program</u>	<u>1 Hour Program</u>
Up to 4 hours	\$150.00	\$200.00
Over 4 hours	\$300.00	\$400.00

8. MEAL PERIODS – SERIAL PROGRAMS ONLY (Paragraph 23B, Page 40)

The period between the time of the performer's first call for the day and the beginning of his first meal period shall not exceed six hours. The first meal period shall include the five minute rest periods required to be given in the hour immediately preceding and the hour immediately following the meal period for a total elapsed time of 70 minutes. Succeeding meal periods shall be one hour and the period between the end of a meal period and the beginning of the next meal period shall not exceed six hours. No work shall be required during a meal period, including, but not limited to makeup, hairdress or wardrobe. If the Producer does not comply with the foregoing meal period requirements, the penalty set forth in paragraph (3) below shall apply.

However, The Producer may provide food, such as coffee and rolls or sandwiches, to performers who have early calls, in which case no deduction shall be made from work time for the time spent eating. In this event, such performer's first meal period may be given at the same time as the rest of the cast without any penalty under this section, provided that such performer is permitted a break of at least fifteen minutes sometime prior to the first meal period.

If the Producer does not comply with the provisions of the paragraph above with respect to the first meal period, the Producer shall be required to pay a \$35.00 penalty to each affected performer.

The meal period shall have a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to the imposition of any meal penalty.

For second or succeeding meal period, Producer has the option of giving a one-half hour meal period, subject to the following additional conditions:

- a. When such a meal period is given and producer caters a balanced meal, no penalty shall be incurred.
- b. When such a meal period is given and a balanced meal is not catered, a \$27.50 meal period penalty shall be incurred.

The Producer shall not continually pay the \$35.00 penalty as a subterfuge for a practice of refusing to give meal periods to performers on a program and Producer acknowledges its primary obligation to grant meal periods in accordance with the provisions of this paragraph.

Except as provided in the 2nd paragraph above, meal periods shall not be counted as work time.

Producer shall furnish meals in the 11 P.M. to 2 A.M. or 6 A.M. to 8:30 A.M. meal period when no restaurant facilities are reasonably available.

Non-Deductible Meal

Performers shall have no more than 6 hours between first call and first meal, provided that a performer may be provided with a non-deductible meal appropriate to the time of day of fifteen (15) minutes in duration within two (2) hours of the performer's call time, during which the performer will be freed of all activity. If the performer is given a non-deductible meal, a notation indicating the start and finish time of that meal shall be made on the production report. The first deductible meal period shall

commence within six (6) hours of the end of such non-deductible meal.

9. WARDROBE, HAIRDRESS AND MAKE-UP (Paragraph 25, Page 41)

Wardrobe, Wigs and Appurtenance

Performers shall not be required to furnish any special wardrobe, special wigs or special appurtenances. Evening clothes (except full dress for male performers) and any apparel which may reasonably be expected to be included in the regular wardrobe of a performer are not special wardrobe, provided, however, that regular wardrobe of a female performer shall not be deemed to include more than one evening gown. If a performer agrees to a producer's request that he/she furnish special wardrobe (not including wardrobe which he normally furnishes as part of his professional performance) he/she shall be paid a fee of \$12.00.

Wardrobe Hygiene

All wardrobe and wigs supplied by the producer shall be in sanitary condition.

Wardrobe Maintenance

All performers supplying personal wardrobe shall receive a wardrobe maintenance fee of \$10.00 per garment worn in the production, except that the fee for formal evening wear and genuine fur coats, jackets, capes and stoles shall be \$25.00.

In the event wardrobe furnished by performer is damaged during rehearsal or performance, the producer will reimburse the performer for the cost of repair provided that notice of such damage is given to a representative of the producer, such as producer, director, associate director, floor manager, house manager or facilities manager, prior to the performer leaving the studio, and only upon submission to the producer of a paid bill covering the cost of such repairs, but in no event more than the value of the garment. In the event a disagreement arises as to whether the damage was caused as a result of rehearsal or performance, the question shall be arbitrated under the arbitration provisions of the Code.

10. COSMETIC ALTERATION AND NUDITY (Paragraph 50, Page 56)

A performer required to grow a beard or moustache, or shave his head shall be paid a fee of \$35.00. No performer can be required to appear nude, except with the performer's consent after he/she has had an opportunity to read the script.

11. HAZARDOUS PERFORMANCES (Paragraph 39, Page 47)

No performer shall be required without his consent to take part in hazardous action or work under hazardous conditions. A performer taking part in hazardous action or working under hazardous conditions shall be paid additional compensation of \$100 per program. SAG-AFTRA and the producer agree as a matter of policy that performers employed hereunder shall, to the extent possible, not be

placed in circumstances hazardous or dangerous to the individual. *This does not apply to stunt persons or specialty acts where the nature of such act is hazardous.*

The performer's consent is a requisite precondition to performing stunts or other hazardous activity, and is limited to the stunt or activity described to the performer at the time consent is given. In particular:

- If scripted or non-scripted stunts or stunt-related activity is required of a performer by a producer, an individual qualified by training and/or experience in the planning, setting up and performance of the type of stunt involved, shall be engaged and present on the set. No performer shall be requested to perform a stunt or stunt-related activity without the opportunity for prior consultation by the performer with such individual.
- No performer shall be requested to work with an animal which a reasonable person would regard as dangerous in the circumstances, unless an animal handler or trainer qualified by training and/or experience is present. The performer shall be given an opportunity to familiarize himself/herself with the animal, with the trainer present, in advance of being required to perform with the animal.
- No performer shall be rigged with any type of explosive charge of any nature whatsoever without the use of a qualified special effects person.
- Equipment provided by the producer shall be in suitable repair for safe and proper performance of the stunt. Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) during rehearsal, to avoid injury to the performer. Any producer who has a studio and is responsible for production facilities (for himself or other producers hereunder) shall post at the main switchboard or reception desk and in each studio in use, a panel of qualified physicians (where state law permits) with their names, addresses and telephone numbers, who are readily available and on call in case of accident.

Producer shall grant all performers engaging in scripted or non-scripted stunts adequate training time in the use of dangerous props and instruct performers in the use of props where necessary. Time spent in training in the use of props shall be treated as rehearsal time. At no time shall Producer attempt to coerce the performer to engage in a hazardous stunt or action; and Producer shall discourage the performer from taking unreasonable risks.

A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances during which hazardous actions or work under hazardous conditions is planned. In the event Producer does not have such qualified person present or readily available, the performer(s) concerned or SAG-AFTRA may request that such a person be present or readily available, which request may not be unreasonably denied. SAG-AFTRA or the performer(s) may likewise request in certain situations that said qualified person be present and not merely readily available.

In any instance in which fire is to be used in special effects, adequate fire safety precautions will be taken and, where warranted, an individual(s) qualified in fire control techniques will be present in order to provide for the safety of the performers.

Transportation to the nearest medical facility providing emergency services shall be readily available. When hazardous activity involving stunts is planned on location, the nearest emergency medical facility (including capabilities thereof and communications therewith) will be pre-determined in order to assure that transportation to such facility is readily available at all times during the performances of such work. If warranted by the nature of this stunt activity, the transportation should be capable of accommodating a stretcher and first aid equipment, but need not necessarily be an ambulance.

12. DRESSING ROOMS (Paragraph 51, Page 56)

Producers are required to provide dressing rooms and toilet facilities. Dressing rooms must be clean, have privacy when a complete change of clothing is required, shall be separate for each gender and have adequate seating. Dressing rooms should have locks or facilities for locking valuables, if not, adequate insurance against loss must be provided.

Private or semi-private dressing rooms shall be provided to principal performers where such dressing rooms are available in the studio facility. A quiet area in which to study lines shall be available to performers who are not provided with private or semi-private dressing rooms.

Dressing rooms with privacy and comfort must be provided on location, taking into account the legal and logistical difficulties involved. Sanitary facilities must also be provided. When a location is planned, the performers involved must be notified of the date, time and whereabouts of the location. SAG-AFTRA has the right to review the plans for facilities at locations with the producer. Single hotel rooms, if available, will be provided to principal performers.

13. MINORS (Paragraph 100, Page 107)

A minor under the Network Code is any person 18 years of age or younger.

Calls for interviews, voice and photo tests, fittings, wardrobe tests and makeup tests, production conferences and publicity for school age children must be scheduled after school and end by 8 p.m. Two adults must be present at any such call involving a minor, except for calls for actual production.

Producer shall advise the parent/guardian of the minor of the terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.), to the extent they are known, at the time of hiring.

The work day for a Minor shall begin no earlier than 5:00 a.m. and shall end no later than 10:00 p.m. on evenings preceding school days, and that on evenings preceding non-school days the Minor's workday shall end no later than 1:00 a.m. on the morning of the non-school day. The work hour provisions may be waived by the applicable state agency or by SAG-AFTRA.

Supervision

A parent or guardian must be present at all times that a minor is working, and shall have the right to be within sight and hearing of the minor without interfering with the production. The parent/guardian shall also accompany the minor to wardrobe, makeup, hairdressing and dressing room facilities.

Minors may not simultaneously share a dressing room with an adult performer of the opposite sex unless the minor is under 3 years of age.

The Producer must provide cots for minors during rehearsal and safe places for rest and play.

No minor may be required to work in a dangerous situation. If a minor believes a situation is dangerous, he/she shall be permitted to discuss the matter with the parent/guardian or stunt coordinator, and the minor may not be required to perform in such situation regardless of the validity of his/her belief.

A minor working on location must leave the location as soon as reasonably possible at the end of his/her working day.

When a minor is hired, the Producer must designate a person on the set to coordinate all matters relating to the welfare of the minor and notify the parent/guardian of the identity of that person.

Guardians must be at least 18 years old and be either the legal guardian or have the parent's written permission to act as guardian.

Education

The Producer must use best efforts to ensure that the minor's education will not be hampered or neglected by his/her employment.

The education requirements of the Code shall apply to all Minors scheduled to work on two or more workdays in a given week.

14. MINIMUM SCALES (Paragraph 52, Page 57)

No contract with a performer may contain terms less favorable than those provided in the SAG-AFTRA Code of Fair Practice for Television Broadcasting.

15. EXCLUSIVITY (Paragraph 54, Page 57)

Producer may not prohibit a performer from rendering services on another television or radio program unless the performer is guaranteed at least the following amounts:

- Half Hour Program – \$10,500 for a 13 week period
- One Hour Program – \$15,000 for a 13 week period

If the performer earns less than these amounts, Producer can only prohibit performer from rendering services on other television and radio programs during performer's actual rehearsal and broadcast period.

16. TERM CONTRACTS - CYCLES (Paragraph 54A, Pages 58)

If a performer enters into an initial contract that is for two or more years, all cycles after the first year of the contract must be at least 26 weeks cycles.

*Either the first or second cycle of any such contract may be adjusted in order to synchronize the performer's contract cycles with those of other performers on the same program. If this adjusted cycle is less than 8 weeks in length, it shall not count for the purpose of determining the period after which new cycles must be at least 26 week; if such adjusted cycle is 8 or more weeks in length, it shall be counted for such purpose.

The Producer must specify in the original agreement which cycle, if any, will be adjusted and the specific time period of such adjusted cycle.

If a performer enters into renewal contract, which contract is for a period of 18 months or longer any cycle must be at least 26 weeks. However, the first cycle may be shorter than 26 weeks to synchronize the performer's contract with the contract cycles of other cast members.

Cycles at a Glance

- a) Original agreement has a term of two or more years; first year of contract may be in 13 week cycles.
- b) Original agreement has a term of more than two years; Any portion of the term extending beyond the initial 12 months must, if cyclical, be in cycles of at least 26 weeks.
- c) Performer enters into a renewal agreement for less than 18 months; cycles may be in 13 week cycles.
- d) Performer enters into a renewal agreement with a term of 18 months or longer; all cycles must be in 26 week cycles (except as provided).

*All the above are subject to synchronization of first cycle as provided above.

Example:

A performer is under contract to a Daytime Drama for 6 years, having entered into two, three year contracts (with the exception of the first agreement, all remaining years fall under 26 week cycles). Performer next enters into a one year renewal agreement on the same show. When the Renewal Agreement is entered into, we look only at the term of the renewal agreement for determining cycles.

The term of the renewal agreement is only one year under this example, and 26 week cycles are not required if the term is less than 18 months.

When the first performance under a contract is scheduled, the producer must notify the performer of the beginning and end dates of each cycle. The producer may use the first day of the work week in which the first air date or first performance date occurs as the basis for determining cycles, however, no

contract may permit the producer to change a cycle date at will.

An employment contract (or a deal memo reflecting the essentials of the agreement reached) will be delivered to the performer or performer's agent not later than the commencement of the performer's first performance day, except where the circumstances do not allow sufficient time to provide such contract or deal memo. The performer, or performer's agent, will be given a reasonable opportunity to review such contract or deal memo before being required to sign.

17. PERFORMER'S GUARANTEE AND AVERAGING (Paragraph 54A(C), Page 58)

All serial contracts must provide a per episode fee and a guaranteed minimum number of episodes.

With respect to all term contracts divided into cycles of 26 weeks or less, in order for a producer to average a performer's guarantee over a period of up to one year, a performer's personal service contract must so specify. If such personal service contract does not so specify, the guarantee cannot be averaged over any period of time in excess of the performer's then current cycle, except that if the cycles provided in the first year of the performer's employment contract are less than 26 weeks, the first and second cycles may be combined for purposes of averaging the guarantee and the third and fourth cycles may be combined for purposes of averaging the guarantee, but in no event shall the combined period be more than 26 weeks. It is understood that the performer's guarantee may, in any event, be averaged over a cycle (or other guarantee term) which is in excess of 26 weeks. This Provision shall be applicable to all contracts entered into or renewed thirty (30) or more days after March 12, 1993

18. CANCELLATION OF CONTRACTS (Paragraph 54D, Page 58)

Cancellation of a contract shall require at least four (4) weeks' notice before the end of any cycle. However, if the cycle is 26 weeks, notice of cancellation must be given at least six (6) weeks prior to the end of any such cycle.

Some shows count cycles from the first air date as opposed to production date, therefore, the above is often difficult to calculate. Questions should be directed to the SAG-AFTRA office.

Notice of cancellation must be given in writing to the person designated in the contract to receive such notices.

The producer may cancel a contract regardless of the cycles for breach of contract, failure or inability to perform, non-performance, program termination or cessation of production because the program goes off the air. If a performer has been employed for more than one year under a contract, the contract may not be cancelled because the performer is unavoidably absent for not more than four weeks due to illness or disability due to pregnancy. However, if the absence occurs during a period when the producer otherwise has the right to cancel the contract, this shall not affect the producer's rights.

19. PAYMENT OF GUARANTEE (Paragraph 61, Page 63)

A performer under contract, who so requests, shall be paid 1/13th of his/her weekly guarantee each week and any adjustments or additional payments will be made at the end of the performer's cycle. The penalty for late payment is \$4.00 per day (Saturdays, Sundays and holidays do not count).

20. RELOCATION (Paragraph 54A(H), Page 58)

If a performer is signed to a term agreement of one (1) year or longer in duration and performer relocates his/her residence to accept the employment, performer must be provided with a one (1) way coach airline ticket back to the point from which the performer relocated or, at the option of the performer, the cash equivalent of such ticket, if performer's employment is terminated before the end of his/her first year of employment.

21. CREDITING (Paragraph 56B, Page 58)

The following fees and penalties **may not be credited against overscale compensation:**

- Wardrobe fees, meal period penalties, overtime, short turnaround penalties, travel payments, cosmetic alteration fees, hazard pay, doubling fees, foreign replay.

The following fees may be credited against overscale if the performer's consent is received at the time of original engagement:

- 1) Domestic replay fees may be credited against performer's compensation which is in excess of two times scale.

Example:

Performer on a one hour show is guaranteed \$1,500 per program. Two times scale is \$1,200.

$$\$1,500 - \$1,200 = \$300.$$

The \$300 may be used for crediting of the replay fee.

- 2) If the program is replayed in network prime time, crediting of the replay fee is limited to the amount of overscale in excess of \$1,500 per program for a 1/2 hour show or \$2,000 per program for a one hour show.

Example:

Performer on a 1/2 hour show is guaranteed \$1,900 per program.

Only \$400 ($\$1,900 - \$1,500 = \400) may be used for crediting against payment for replay of program in network prime time.

- 3) Foreign residuals fees may not be credited against any performer's over-scale compensation. Only applicable to serial programs produced after February 28, 1995.

22. OVERNIGHT LOCATION WORK (Paragraph 43A(3), Page 50)

Overnight location work means work at a location requiring performer to stay away from home overnight.

Work day On an overnight location the length of the work day on both a 1/2 hour and 1 hour program is 10 hours exclusive of 1 hour meal period. Overtime on a regular workday, therefore, commences after 11 consecutive hours.

Work Week The workweek on an overnight location is 6 days instead of the five days for the in studio work week. If a performer works 6 days and works a 7th day as well, all hours worked on the 7th day (with a minimum call of 4 hours) are payable at the overtime rate, in addition to any performance fee or excess work day payment due.

Rates for Overtime Overtime on an overnight location is payable at the same rates as overtime for in studio work; \$65.00 an hour in the first two hours of overtime and \$85.00 for the third and each succeeding hour on a one hour program: and \$51.00 an hour for the first two hours of thirty minute program.

Rest Period Turnaround 11 hours

Payments for Overnight Location Work (Paragraph 43E, Page 51)

Work Day – Performer is paid his regular fee guarantee.

Non-Work Day – Performer is paid \$130.00 a day.

Travel & Work Day – Performer receives his/her fee guarantee. Travel time is used to compute length of work day for overtime purposes.

Travel Only Day – This day is counted as a day worked for used in computation of excess work days or end of reconciliation period. If at end of reconciliation period performers work days exceed his guarantee fees then this travel day would be worth \$345.00 on a 1/2 program or \$460.00 on an hour program.

*Any time in excess of 30 minutes required to get from the performers out-of-town base to the location or from the location back to the performers out-of-town base shall be added to rehearsal time.

**SEE PARA. 51 (DRESSING ROOMS) FOR FACILITY REQUIREMENTS ON LOCATION.

23. DOMESTIC REPLAYS (Paragraph 73, Page 74)

A performer shall receive the following fees each time a program is replayed:

First replay:	75% of basic minimum program fee
Second replay:	75% of basic minimum program fee
Third replay:	50% of basic minimum program fee
Fourth replay:	50% of basic minimum program fee
Fifth replay:	50% of basic minimum program fee
Sixth replay:	10% of basic minimum program fee
Seventh and each additional replay:	5% each

*For crediting of replay fees, see Para. 56 (Overscale Contracts) and Para. 73B(4).

Domestic replays in a Foreign Language: The Producer may rebroadcast a program in a language other than English upon payment to the performer's in the program of 2% of the distributors' gross receipts from such foreign language broadcast.

24. FOREIGN REPLAYS (Paragraph 73F, Page 84)

The producer may broadcast programs in foreign areas upon payment of the following amounts*:

- AREA 1: England, Scotland, Wales, Ireland, Cyprus
 - 10% of the minimum program fee.
- AREA 2: All European Countries plus Iceland (except for the British Isles and Cyprus)
 - 10% of the minimum program fee.
- AREA 3: Africa and Madagascar
 - 5% of the minimum program fee.
- AREA 4: Asia and Australia, New Zealand, East Indies, The Pacific and Indian Ocean Islands
 - 5% of the minimum program fee.
- AREA 5: Central and South America, Mexico, Greenland and The Caribbean
 - 5% of the minimum program fee.
- Upon payment of 35% of the minimum program fee, the Producer has the right to broadcast a program in all above foreign areas.

After performer has received the percentage of the basic minimum appropriate program fee for any area provided above (including the 35% buyout), all performers in the aggregate shall be paid 3.6% of the Distributor's Foreign Gross in excess of: \$182,500 for half-hour programs and \$365,000 for one hour programs.

Payment for foreign broadcast must be made within 90 days after the broadcast.

In order to replay programs in a foreign area, the Producer must secure the performers consent specifically in writing.

As an alternative to the method of payment prescribed above, Producer may elect to make payments for foreign use of a particular program or programs in accordance with the provisions of Paragraph 5 (Foreign Use) of Exhibit A of the Code, provided that Producer shall have given written notice to SAG-AFTRA of such election prior to the first broadcast in any "foreign area"; and further provided that such election by Producer shall be irrevocable as to that program or series of programs after receipt by SAG-AFTRA of such notice.

Foreign residual fees may not be credited against any performer's overscale compensation. Only applicable to serial programs produced after February 28, 1995.

25. SUPPLEMENTAL MARKETS (Exhibit D, Page 120)

The term "Supplemental Markets" means the exhibition of television programs by means of Cassettes, Pay Television, Basic Cable and the exhibition of television programs on any commercial or common carrier, also known as In-Flight programming.

Supplemental Market Fees*

Cassettes, Pay TV & Basic Cable – 3.6% of Distributors Gross Receipts

In-Flight – 2% of Distributors Gross Receipts

* Health & Retirement contributions shall be made in addition to such payments.

Payments shall be for the benefit of all performers on the program, except for background actors.

Payments shall be distributed pro rata to the performers on the basis of a two-to-one ratio for principal performers against other performers.

Time and Payment of Fees

Payments shall be submitted to SAG-AFTRA within 60 days after the end of each quarter. Payments shall continue as long as gross receipts are realized from the distribution.

26. EXCERPTS Paragraph 73D(1)(a-f), Page 78)

Producers have the right to use excerpts from programs without additional payment, only under the following circumstances:

PROMOTIONAL

An excerpt of not more than one minute may be used for promotional and trailers if it is before the air date of the program or within sixty days after the air date of program. If the performer consents, the time limitation can be extended to include the broadcast season of the program from which the excerpt was taken. The sixty-day limit shall not apply to the use of such

excerpt for any performer performing in a continuing role in a series under a series or term contract.

Excerpts of up to two minutes may be used within a news program or in a news context within a public affairs program.

FLASHBACKS

Excerpts may be used as flashbacks without additional payment if the performer who appears in the flashback otherwise appears in the program in which the flashback occurs. If the performer does not otherwise appear in the program in which the flashback occurs, he/she is entitled to 100% of the minimum program fee, or if not under contract at the time of such broadcast, 100% of his/her performance fee for the episode used in the flashback.

AWARD SHOWS

Excerpts may be used on the annual Emmy Awards (daytime or nighttime) without compensation to or consent from performers. An excerpt may be utilized in other award programs without compensation to the star performer provided that consent from the star performer is obtained (which consent may be obtained in the performer's individual contract).

CLIP SHOWS

Excerpts of star performers' performances may be used, if consent is obtained at the time of contemplated use, on programs where excerpts are not more than 10% of the program time or 50% of program time for anniversary shows or personality retrospective. Consent cannot be obtained through general clauses in the performer's contract.

RECAPS

When used for purposes of recapping the story to date in the context of a serial, multi-part program, episodic series, unit series or anthology; provided, however, that if such recap shall exceed 90 seconds in length when used on a program up to and including 60 minutes in total length, or exceed 120 seconds in length when used on a program in excess of 60 minutes in total length, Producer shall pay the performers appearing in the excerpts used in the recap in accordance with subparagraph 73 (d) 2 (a) I of the Network code. When used in a recap in a serial, an excerpt can be used only once under the provisions of this subparagraph and any subsequent use of such excerpt in a Network Code. A recap consists of brief scenes from past episodes in a series or multi-part program used at the beginning of an episode to bring the story up-to-date.

27. COMPILATION – CASSETTES (Paragraph 73D(10)(b), Page 81)

Serial producers may release compilation programs to the videocassette market with the payment of \$150.00 per performer per videocassette compilation program, as an advance against future supplemental market payments, if any, as provided in Exhibit D: i.e., 4.5% for the first \$1,000,000 of distributor's gross and 5.4% thereafter. Under such option the producer is prohibited from obtaining the performer's consent at the time of initial employment and must do so at the time of contemplated use. For this paragraph only, a performer may consent to the incorporation of one or more excerpts into one or more videocassette compilation programs at any time other than during initial employment or subsequent contract negotiations provided the material to be used as an excerpt(s) was produced and

broadcast prior to the date of consent and provided that the consent agreement shall specify the time period over which such performances were made, the name of the program(s) from which the excerpt(s) are taken, and the number of videocassette compilation programs to be produced. Further, such consent agreement must specifically set forth the above-referenced payment of \$150.00 per videocassette compilation program and that such payment is an advance against future Supplemental Market payments, if any, as provided in Exhibit D. None of the above payments may be credited against the performer's overscale compensation or individual guarantee.

As an alternative to obtaining consent as permitted above, the Producer may use the following procedure to obtain the consent of any performer whose appearance is incidental to the compilation program and to the excerpt(s) in which he or she appears.

- (a) The Producer will send a written consent request by certified mail, return receipt requested, or other means whereby delivery to the performer can be verified, to the performer's last known address on file with the local SAG-AFTRA office, or to an address known to the Producer to be more recent. A postage paid pre-paid, addressed envelope will be enclosed for the performer's consent request to a known agent of the performer, but failure to do so shall not affect the validity of this request.
- (b) The consent request shall include the following notice to the performer:
"If you fail to respond to this request within 15 business days of its delivery, the Producer will be deemed to have obtained your consent to use the excerpts for the compilation program(s), as described in the request."
- (c) If neither the performer nor an agent acting on behalf of the performer responds within 15 business days of the request's delivery, the Producer will be deemed to have obtained the performer's consent to use the excerpts for the compilation program(s) as described in the request.

28. PROMOTIONAL ANNOUNCEMENTS/VIDEOCASSETTE (Paragraph 73D (10)(c)(v), Page 83)

Excerpts of not more than an aggregate of one (1) minute in length from a single compilation videocassette may be used to promote the sale of that videocassette without additional compensation, provided that where multiple videocassettes are being promoted together, each excerpt used is from at least one of the videocassettes being promoted for sale, and provided further that the promotional announcement may not exceed three (3) minutes in length.

A performer may agree in writing at the time of his/her employment that he/she may record promotional announcements without additional compensation which promote the program or series for which the performer is under current contract as a series regular.

29. CALL BOARD (Paragraph 38D, Page 46)

All communications which refer to the cast in general shall be posted on a call board. A callboard shall be supplied in the studio. A copy of the daily rundown sheet shall be posted on the callboard. Such

rundown sheet is for general information purposes only and shall in no way obligate the producer.

30. CAST CREDITS (Paragraph 49, Page 55)

All principal performers shall receive cast credit, individual and unit respectively, provided that in no event shall the Producer be required to give more than twenty (20) cast credits on any programs and provided further that on programs broadcast more than once a week the Producer shall not be required to give any such performer or act credit more than once during a week. The Producer shall make a good faith effort to give credits on either Monday or Friday, but if instead the credits are given on another day on which the serial is broadcast, it shall not be a violation of this agreement. The Producer agrees to properly administer the requirements of this Code with respect to cast credits. Visual credits shall be legible and shall not be superimposed over commercial slides. Such individual cast credits shall provide character identification in addition to the performer's name. No character identification shall be required when the performer plays himself or when he plays several roles. The Producer shall not be deemed to have breached this provision if cast credit is omitted due to unavoidable contingencies in connection with the broadcast of the program as distinguished from the recording of the program. Cast credit need be given as herein required only for appearances in the entertainment portion of the program.

Cast credits required hereunder, if not given before the entertainment portion of the program, shall be given prior to all other personal credits (including personal credits to individuals acting on behalf of a company) except for Producer, Director, Writer and those outstanding personalities who celebrated status is such that they are able to make contractual arrangements for billing that puts their credits ahead of those of the performers.

In the case where any individual(s) other than performers and key production and creative personnel (as defined below), receives an air credit more often than once in a week, the cast credit will be given in that same week as often as that individual(s) is given credit. For the purpose of this paragraph, "Key production and creative personnel" shall mean Executive Producers, Producers, Associate Producers, Writers, Directors, and individuals responsible for the creative or continued development of the series. This will not be applicable in a situation where an individual (other than one exempted above) receives credit more than once a week as a result of an unanticipated change in the programs to be aired in a particular week.

31. ENGAGEMENTS AND SCHEDULES (Paragraph 55, Page 59)

Performers must have specific notice of the part to be played, place or rehearsal and number of guarantee days of employment not later than the first reading session (or first rehearsal if there is no reading session). Performers must be given schedules and place of rehearsal at least 7 days in advance. However, time of rehearsal may be changed on at least 24 hours notice, and place of rehearsal may be changed on reasonable notice.

If scripts are not provided at least 72 hours before a performer's call, prompting devices must be provided.

Producer agrees that he has notice of SAG-AFTRA's rule declaring unfair any employer guilty of an

abuse with respect to "hold" and "availability" calls.

32. HEALTH AND RETIREMENT (Paragraph 102, Page 109)

Within the 2014-2018 contract a maximum annual Health and Retirement contribution will be paid on \$200,000 on thirty (30) minute shows and \$230,000 on sixty (60) minute shows based on a 16.6% Health and Retirement contribution.

Modifications were made in the 1985-1988 Code relative to the reporting and payment of Health and Retirement contributions for performers working through "for services of" (f.s.o.) corporations. In the event you are working through an individual corporation, please contact the Los Angeles Local Health and Retirement office to ensure that Health and Retirement payments are being properly credited to your account.

33. CANCELLED PROGRAM (Paragraph 59, Page 61)

If a substantial portion of a program or an element essential to the program is not shown because a program is interrupted for reason of governmental regulation, strike, earthquake or similar acts of God, the network or station whose broadcast of such program was interrupted may rebroadcast the interrupted program in its entirety within 30 days without incurring any additional payment to the performers in that program.

34. POSTPONED PROGRAMS (Paragraph 60B, Page 62)

Where the recording of a program or broadcast or portion of a program or broadcast for which a performer is engaged is postponed, the postponed engagement shall be counted as an additional day.

35. NEW MEDIA

Please contact your local SAG-AFTRA office.

SIDELETTER 1

As of November 16, 1994

PRODUCER

Gentlemen:

An individual engaged on a serial in a lesser category may occasionally be upgraded to the principal performer category for a particular episode. Paragraph 55.B. of the AFTRA Network Television Code is not intended to prohibit the reversion of such performer to a lesser category in subsequent episodes of the series; provided that such upgrading and downgrading of the performer occurs only occasionally or infrequently and not as a regular or ordinary practice.

Very truly yours,
AMERICAN FEDERATION OF TELEVISION
AND RADIO ARTISTS

National Executive Director

ACCEPTED AND AGREED TO:

PRODUCER

By _____

SIDELETTER 9

As of November 16, 1994

American Federation of Television
and Radio Artists
260 Madison Avenue
New York, New York 10016

Gentlemen:

It is recognized that the terms and conditions for the use of still photographs of performers on dramatic programs are often included in individual contracts. However, where there is no individual contract or where the individual contract does not contain a provision specifically providing for use of still photographs, AFTRA has been informed that it is the Producer's intention to pay a performer engaged on a dramatic program \$25.00 for each episode in which a still photograph(s) is used to portray a point essential to the story, provided the performer does not otherwise appear in the episode. Such payment and use are not covered by any provisions of the Network TV Code.

Very truly yours,

PRODUCER

By _____

AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS

By _____

SIDELETTER 35

As of November 16, 2004

Re: Serial Contracts

PRODUCER

Ladies and Gentlemen:

During the 2004-2007 negotiations, AFTRA brought to the attention of the serial Producers the concerns of serial Performers regarding negotiation of new contract terms at the expiration of a cycle during a term contract. The parties had a full discussion on the issue.

As a result of such discussions, the parties have reached an agreement to provide serial Performers a guaranteed minimum period of time for such negotiations. Accordingly, in the event that a Producer wishes to negotiate different terms of employment which could result in a reduction of guaranteed compensation at the beginning of the next cycle within a term contract already in effect (but not at the expiration of a term contract), Producer will provide notice in writing to the party(s) designated in the term contract to receive notice, with a copy to AFTRA; provided that failure to give a copy to AFTRA shall not be deemed a failure to effectuate such notice. Such notice shall be given no later than two weeks prior to the date that the cancellation notice is due.

The foregoing provision shall not preclude the parties from mutually agreeing to negotiate after notice of cancellation has been given, or when a Performer or his/her designated representative initiates a request for negotiation of the type set forth above.

The giving of such notice by Producer shall not prejudice any of the rights of the parties under a Performer's term contract or this Code.

AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS
By _____
Kim Roberts Hedgpeth
National Executive Director

ACCEPTED AND AGREED TO:

By _____ Date _____
Jeffrey Ruthizer
American Broadcasting Companies, Inc.
an indirect wholly-owned subsidiary
of ABC, Inc.

By _____ Date _____
Harry Isaacs
CBS Broadcasting, Inc.

By _____ Date _____
Wendy Freedman
NBC, Inc.

By _____ Date _____
J. Nicholas Counter III
On behalf of AMPTP Companies
that are signatories to the 2007 AFTRA Code