

December 2013

Global Rule One

Recently there has been some apparent confusion about the status of legacy SAG Global Rule One in our post-merger SAG-AFTRA world. The short answer is, as more fully explained below, Global Rule One is alive and well.

Please understand that, although there is a real question why any professional would want to work for less than contractual scale or give up contractually guaranteed benefits and onset protections, there are also real and substantial potential penalties involved for violation of Global Rule One.

What is Global Rule One and No Contract/No Work?

Global Rule One for all SAG-AFTRA members states that "No member shall work as a performer or make an agreement to work as a performer for any producer who has not executed a basic minimum agreement with the [union] which is in full force and effect."

This provision is worldwide.

The SAG-AFTRA Merger Agreement (Section VI.C, Initial Rules, Regulations and Policies) specifically provides that the AFTRA "No Contract/ No Work" Rule and SAG Global Rule One continue to apply after merger just as they always have. The merger agreement also provides that the rules and regulations of both legacy entities shall remain in effect post-merger (Section VI.A) until or at such time the national board adopts different rules, regulations or policies.

Furthermore, contrary to popular belief, SAG Global Rule One and the AFTRA No Contract/No Work Rule are substantially the same. The fact that AFTRA's No Contract/No Work rule applies differently in single-employer situations will not change the way Global Rule One is enforced and No Contract/No Work applies in areas such as commercials, scripted TV, interactive, etc.

We Stand Together

No Contract/No Work and Rule One are among the founding principles and strengths of our union: We stand together as actors and do not work without a union contract, where there are multiemployer industrywide contracts in place. Up until May 1, 2002, Global Rule One was enforced on productions shot in the United States. Now Global Rule One applies to members working outside the U.S. for foreign producers.

The best way to encourage producers to sign SAG-AFTRA contracts is for every union member to refuse to accept non-union work. Stand firm with the knowledge that non-union

work holds no guaranteed provisions for overtime pay, residuals, liquidated damages for late payments, assistance from staff in collecting monies owed or contributions to pension and health coverage. Sacrifices made by over seven decades of loyal union members have achieved these benefits and much more. Without Global Rule One there are no protections or benefits. Without Global Rule One, we performers stand alone.

Background on Global Rule One Protections

Beginning on May 1, 2002, SAG expanded its protections globally to better serve the needs of members in this rapidly changing, global entertainment economy and to ensure that the protections of the union followed members wherever they worked.

Similarly, AFTRA's No Contract/No Work Rule applied to all AFTRA members, regardless of category, in jurisdictions where there are multiemployer, industrywide agreements. For example, commercials, non-broadcast, scripted television, and interactive — just like SAG's Global Rule One.

Members who violate Global Rule One are subject to disciplinary proceedings conducted by fellow members and may be reprimanded, censured, fined, suspended or expelled from the union. (Article XIV, Discipline of Members, SAG-AFTRA Constitution). The union will continue to discipline those found guilty of violating the rule.

Further Information

If you know of members who are violating Global Rule One in any local, or if you have any doubt whether a particular project is covered by a union contract or any other related questions, please report the facts to Mericia Palma Elmore, our local executive director at Mericia.palmaelmore@sagaftra.org or (808) 596-0388 or Sally Tich, senior manager compliance, at (323) 549-6019. Your report will be totally confidential — your name will not be revealed to the alleged violator without your consent.