

Article I, 1.

TITLE OF AGREEMENT

AFTRA Interactive Media Agreement

Article I, 2.

RECOGNITION

This contract is between producers and the Union.

Article I, 3.

DEFINITIONS

"Computer Animation" means visual characters and graphics based on computer generated art to simulate life-like movement in the characters.

"Day Player" means a Principal Performer who is not Background.

"Background Actor" are non-Principal Performers who do not speak any words as individuals but who may be heard, singly or in concert, as part of a crowd.

"Integration" is the use of a performance from one game in any other game produced by Employer. Integration does not mean or include:

- (i) Repetition of the performance within the game due to branching narratives.
- (ii) Adapting the game to different Platforms, Cloud Gaming systems, or geographic territories.
- (iii) The use of game material in Linear Programs.

"Interactive" describes media where you can manipulate, affect or otherwise alter, on a real time basis, the sequence or presentation of the content.

"Interactive Media" means any media (i.e., hardware) on which games operate, including but not limited to personal computers, games, machines, arcade games, all CD - Interactive machines and anything else invented.

"Cloud Gaming" refers to a distribution system where all of a game is fully streamed and a constant connection is required. If any portion of the game is downloaded to a device it isn't considered "cloud gaming".

"Interactive Media" and "Cloud Gaming" specifically exclude the Linear transmission of Programs by television, radio, and streaming because they are covered by other agreements.

"Linear" programs do not possess Interactive qualities. e.g. live action or animated films, television, commercials, etc. basically anything that's not a game.

"Liquidated Damages" means money above and beyond a performer's pay for violations of the contract.

“Loan-Out Company” means a corporation which is controlled by a performer and which furnishes the performer’s services to others.

“Material” means anything derived from recording a live performance, whether or not it's used in the game.

“Motion Picture Exhibition” means a movie.

“Overscale” means any pay over the minimum. (excluding Overtime and Liquidated Damages).

“Overtime” means pay for working beyond the regular workday; 8 hours for On-Camera performers and 4 hours for Off- Camera performers.

“Performers” means persons who speak, act, sing, or in any other manner perform whether on or off-camera as talent in a game. ****This should include in-game performance capture people.**

“Platform(s)” means the hardware systems that play games.

“Principal Performer(s)” means performers who speak or portray a major part, hired as Day Players, Three-Day Performers or Weekly Performers; also Singing and dancing soloists, duos and groups; Stunt performers; Puppeteers; Voice-Over Performers. Not Background Actors.

“Principal Photography” means the period when sessions occur. Doesn’t include tests, auditions, and pre-recording of Material before the actual production start date.

“Program” means the final version of a game. Does not refer to the computer software code and does not include alpha and beta builds.

“Promotional Program” means “making of” the game and may include interviews, BTS information, etc.

“Retakes, Added Scenes, Etc.” means recording in addition to Principal Photography such as Retakes, Added Scenes, work for soundtracks including Looping and dubbing, process shots, transparencies, trick shots, Trailers, including changes or additional shots for foreign versions.

“Reuse” means the using game material in a Linear Program and anything not covered by "integration"

“Scale” means minimum pay.

“Singer(s)” means a Performer who musically vocalizes, either alone or with other Singer(s). They may also speak written lines.

A “Specialty Singer” is a professional Singer employed as a solo or employed as part of a ‘name’ group.

A "Contractor" is a Singer who assembles a group of three or more Singers, and gets extra pay; unless it's already an established group or act.

"Over-Dubbing" or "Multiple Tracking" means a Singer re-records the same thing over their original performance.

"Sweetening" means a Singer re-records a different thing over their original performance.

"Stepping Out" means a solo or duo of singers is pulled out of a group.

"Stand-In" means performers who substitute for members of the cast during rehearsal. Stand-ins don't speak or wear wardrobe.

"Stunt Coordinator" means a trained, qualified professional stunt person who plans and supervises the execution of stunts on the set while such stunts are being videotaped or photographed.

"Three-Day Performer" means a Principal Performer employed for 3 consecutive days. Not a Singer, Dancer, Stunt Performer or Airplane Pilot.

"Trailer" means a short audio and/or visual presentation used to promote the game which may include excerpts from it.

"Total Applicable Base Compensation" means the pay on which additional fees are calculated for Integration.

"Voice-Over Performer" means a Performer who provides off-camera narration or other vocal services (except singing).

"Weekly Performer" means a Principal Performer employed on a weekly basis.

Article I, 4.

RECOGNITION, RULES AND REGULATIONS

Employers recognize that the Union is open and will admit anyone who is eligible, the Union agrees to represent performers in games, the Union represents performers and performers must abide by the rules of the Union.

The Union agrees to clear performers for work within 24 hours of the employer's request.

Article I, 5.

REASON FOR CODE

This Agreement exists for minimum wages and working conditions for Performers in games.

Article I, 6.

APPLICATION

Agreement doesn't apply to games made from film or animation that are covered under other contracts. e.g. a "choose your own adventure" movie or show.

Article I, 7.

TERM OF AGREEMENT

Agreement expires 13 November 13, 2022

Article I, 8.

GEOGRAPHICAL JURISDICTION

Covers work where performers are engaged in the US.

Article I, 9.

EMPLOYER AND PERFORMER & GUILD DUTIES

EMPLOYER'S DUTIES

Employers can't offer worse terms than the contract. Individual performers can't grant waivers to the contract, but can negotiate for higher than the minimums.

Employers must notify the Union or performer names 48 hours before recording and the Union has 24 hours to respond. If the Union doesn't respond, the employer can assume performers are cleared.

The employer is responsible for checking the performer's Union card prior to beginning work. Individuals, parent companies, or affiliates of the employer are not bound by this contract.

PERFORMER'S AND GUILD'S DUTIES

Once hired, performers must show up on time and prepared. Performers can't submit falsified or altered auditions.

Article I, 10.

CLEANLINESS

Employers must provide a clean workspace.

Article I, 11.

NOTICE TO UNION

5 days prior to 1st session, Employer will give the Union the game's codename. Once released to the public, Employer will give the Union the real name.

Article I, 12.

ADMISSION TO PREMISES

Union reps must be admitted to set/studio with reasonable advance notice.

Article I, 13.

UNION SECURITY

Employers can only hire Union performers who are in good standing (dues are paid). Non-union performers require a Taft-Hartley form. Employer pays Union \$500 for each breach (hiring non-union without a Taft-Hartley)

Article I, 14.

PREFERENCE OF EMPLOYMENT

Employers are required to give preference to local performers from the local "preference zones":

CITY ZONE/ miles

- 1 Atlanta 75
- 2 Boston 75
- 3 Chicago 300
- 4 Cincinnati 75
- 5 Cleveland 75
- 6 Columbus/Dayton 75
- 7 Dallas/Fort Worth 75
- 8 Denver 75
- 9 Detroit 300
- 10 Hawaii 75
- 11 Houston 75
- 12 Indianapolis 75
- 13 Kansas City/Omaha 75
- 14 Kissimmee 75
- 15 Los Angeles 300
- 16 Louisville 75
- 17 Miami 75
- 18 Nashville 75
- 19 New Orleans 75
- 20 New York 300
- 21 Philadelphia 75
- 22 Phoenix/Tucson 75
- 23 Pittsburgh 75
- 24 Portland 75
- 25 Rochester 75
- 26 San Diego 75
- 27 San Francisco 75
- 28 Seattle 75
- 29 St. Louis 75
- 30 Twin Cities 75
- 31 Washington/Baltimore 300
- 32 75 Miles from any new Local Office of AFTRA
- 33 50 Miles from any production location site utilized by Employer in the United States

The Los Angeles local zone is the area within the radius of 300 miles from the intersection of Beverly Boulevard and La Cienega Boulevard in Los Angeles, California.

The New York local zone is the area within a radius of 300 miles from the center of Columbus Circle in New York, New York.

Other local zones are the areas within the radius of 50 or 75 miles from the center of the designated city or the location of the local Union Office.

Local preference is not required for "name" specialty groups, people playing themselves, military/government personnel, special skills and abilities and unusual appearances that don't exist in the local area, minors (under 18), owners of specialty equipment.

Employer pays the Union \$500 for each breach (hiring outside the local without a good reason).

Article I, 15.

PEOPLE COVERED

Performers that are not covered by this agreement: Instrumental musicians, execs delivering company messages, specially skilled technicians that cannot be realistically portrayed by a performer.

Article I, 16.

RIGHTS

Employers can use the performance without additional pay in the same game. Employers can use the performance with additional pay in other games or cloud gaming (Integration).

Employer can use the performance without additional pay for:

- Reference, file, private audition purposes, and for industry promotional e.g., at sales conventions and other events.
- Publicity using Performer's name and likeness (still photos and product packaging)."

Article I, 17.

REUSE OF MATERIAL

Linear Programs

Reuse requires a new contract except for BG. Reuse is based on scale in the medium it's moved to. e.g. pay commercial contract rates for reuse in a commercial.

Violations of reuse: Employers must pay the appropriate scale in the new medium plus a fee of 3x original pay for the portion reused.

If the employer can't find the performer for a reuse contract they must notify the union. If the union can't find the performer, the employer can reuse without penalty.

Linear Programs

Employers can't reuse material in a game beyond the current contract without a new contract.

****This includes any derived performances from captured data.** Any reuse in another game that doesn't qualify as "integration" must be paid at the appropriate scale rate.

Article I, 18.

TRAILERS; PROMOTIONS

Employers can make trailers and/or Promos less than 12 mins without additional pay to performers provided they record it in a session covered by the performers contract.

****There is a disagreement over what is a promo/trailer vs. a commercial.**

Trailers and/or Promos more than 12 mins require another session payment.

Trailer can only be for the contracted game (can't use anything from the game to sell another product that isn't the game) except hardware, software, and cloud systems that play the games. I.e. It's ok to use Halo to sell an Xbox, but not a soft drink brand.

If a Promo is a linear program in a different medium than games, it should pay at least scale in whatever medium it plays on.

Article I, 19.

COMPENSATION

MINIMUM SCALE FOR PRINCIPAL PERFORMERS:

On-Camera

Day Performers (including solo/duo singers)	\$956.75
3-Day Performers (including solo/duo singers)	\$2421.00
Weekly Performers (including solo/duo singers)	\$3321.25
6 Day Overnight Location	\$3652.75
Group Singers 3-8 (4-hour day)	\$908.00
Group Singers 9+ (4-hour day)	\$792.00
Contractor 3-8 +50%	
Contractor 9+ +100%"	

Dancers

Rehearsal Days Only	\$562.00
Work Days (no rehearsal)	
Solo/Duo	\$956.75
Group 3-8	\$838.5
Group 9+	\$732.5
Weekly Option (includes rehearsals)	
Solo/Duo	\$3076.5
Group 3-8	\$2819.25
Group 9+	\$2564.75
Hazardous Work	\$86.25

Off-Camera Performers:

Day Performer (Up to 3 voices/4-hour day)	\$956.75
Day Performer (1 voice/1-hour)	\$478.5
Additional Voices (each)	\$319
6-10 Voices/6-hour day	\$1914.25

Singers (4-hour day)

Solo/Duo	\$956.75
Hourly Rate*	\$478.50
Group Singers 3-8 (4 hour day)	\$506.75
Group Singers 9+ (4 hour day)	\$440.00
Group Hourly Rate*	\$283.75
Contractor 3-8 (4 hour day)	+50%
Contractor 9 + (4 hour day)	+100%

Additional Compensation for Cloud Gaming and Integration

Cloud Gaming:

"Cloud Gaming payment is 15% of scale. It's not due if the game is fully or partially downloaded to a device or if the game is only through a Cloud Gaming service. However, if a game is subsequently released as a packaged good or a digital download, the Cloud Gaming payment is due.

Integration:

Integration pays 125% of pay <90 days after game release or 135% of pay >90 days after game release.

limited Integration call for a scale payment for every 300 lines used.

Half-Day Employment (Rehearsals) ****Rehearsals defined as NO RECORDING. If recording occurs, it becomes Principal Photography.**

4 hours of rehearsal pays 65% rate for on-camera performers. Excludes Dancers, Background Actors, Stunts, and off-camera performers.

Rehearsal time must be given at the time of booking.

For a half day; morning call is no later than 8am, Afternoon call is no earlier than 1pm, Evening call must end by 12am.

Rehearsals that go over 4 hours in a day require performer consent and pay the full rate.

For Three-Day Players or Weekly Performers, rehearsal rate is based only on the Day Player minimum.

Background Actors

General BG	\$164.00
Special Ability Actors & Stand-ins	\$205.50
Wet Work	\$16.25
Body Makeup, Skull Cap, hair Goods	\$21.25
Weekly BG rate = 5 x daily rate	

Atmospheric Voices

If an employer hires 10 performers, they can hire Atmospheric Voices. "Atmospheric Voices" means characters that don't have more than 300 scripted words and don't advance the principal storyline.

Atmospheric Voices Categories

Perform 20 voices in a 4 hour session for scale	\$956.75
Perform unlimited voices in a 4 hour session for 200% scale	\$1913.75
Perform 3 voices in 1 hour for the (1 voice/ 1 hour) rate	\$478.50

Prior notification is required to perform Atmospheric voices

"A Performer may not record Atmospheric Voices and non-Atmospheric Voices in the same session." and vocal stress provisions apply

Extra payment for multiple session on a game (aggregate)

1 Session	\$75.00
2 Sessions	\$200.00
3 Sessions	\$375.00
4 Sessions	\$550.00
5 Sessions	\$775.00
6 Sessions	\$1000.00
7 Sessions	\$1275.00
8 Sessions	\$1550.00
9 Sessions	\$1825.00
10 Sessions	\$2100.00
11 Sessions	\$2100.00 max payment

This additional pay is due when the game releases. Overscale initial pay can count towards this pay. Employer has to include Health & Retirement contributions. This pay isn't counted in the Total Applicable Base Compensation. Games with 10 or fewer sessions by all Performers are excluded from paying this.

Article I, 20.

NON-DISCRIMINATION POLICY

Commitment to a policy of non-discrimination.

Employers can't discriminate and should try to use representative casting in race, gender, and disability and use appropriately representative stunt doubling.

Must ensure ADA accommodations are followed.

CONTRACTS WITH PERFORMERS

All contracts must have the following language:

Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto:

- That they are bound by all the terms and provisions of the 2011-2014 AFTRA Interactive Media Agreement.
- That should there be any inconsistency between said contract and the Agreement or the valid rules and regulations enacted by AFTRA not in derogation thereof, the Agreement

and the rules and regulations of AFTRA shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in this contract which are more favorable to Performers than the terms, compensation and conditions provided for in said Agreement.

Article I, 24.

MINIMUM SCALE/TERMS

Employers can't pay less than minimum rates, but performers can negotiate for more.

Article I, 25.

PROHIBITION AGAINST CREDITING

Pay overscale can't be credited against overtime or damages, but pay over 200% scale can be bargained into future payments for other things.

Article I, 26.

AFTRA MEMBER REPORTS; PERFORMER CONTRACTS

Employers can use Exhibit A or Exhibit C for individual contracts

Article I, 27.

EVASION OF RESPONSIBILITY

Employer can't evade responsibilities in this agreement by:

- Subletting or transferring responsibility to any third person;
- Transferring operations to any other place of origin or territory solely for the purpose of defeating or evading this Agreement;
- using, leasing or authorizing others to use material for beyond this Agreement or other Union agreements;

Article I, 28.

WAIVERS

Union agrees to consider any special circumstances and grant reasonable waivers for employers. Any requested waiver must be made in writing 15 business days prior to scheduled production.

Article I, 29.

WAIVER OF RIGHTS BY MEMBERS

Performers can't individually waive portions of the agreement without Union approval.

Article I, 30.

PRODUCTION STAFF

Employers can't use casting or production staff as performers in a game without the express consent of the Union, however, the Union shall grant waivers on a reasonable basis such as; Animal Handlers, Actor-hyphenates engaged prior to start of principal photography, and production emergencies.

Damages for violations of using production staff.

Day Performer \$300.00

Three-Day Performer \$400.00

Weekly Performer \$600.00

Article I, 31.

PAYMENTS

Performers must be paid at least minimums, in US currency, no later than 12 business days after sessions.

Liquidated Damages for Late Payment are \$2.50 per day up to \$75 (30 days) then after written notice it's \$5/day without limit. Damages don't apply in the event of; Pay dispute, Force Majeure, failure of performer to fill out contracts or tax documents. Fees are net to the performer. The only deductions the employer can make are for taxes.

Article I, 32.

SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES

All pay is subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Tax withholding forms will be included with a Union contract. W-4 for individuals, W-9 for Corps.

Article I, 33.

SAFEGUARDS AGAINST VIOLATION

Employers have to provide the Union with written reports specifying: game title and details, session times, and performer names.

Article I, 34.

SAG-AFTRA HEALTH AND RETIREMENT FUNDS

For all pay not including Liquidated Damages, the Employer pays additional 16.5% of gross compensation to the Health and Retirement plans as follows: 8.17% to the Health Plan and 8.33% to the AFTRA Retirement Fund.

H&R contribution cap of \$125,000 per game franchise in a calendar year.

H&R contributions cannot credit against overscale and are not commissionable by representatives.

H&R contributions are paid directly to the fund and not to loan-out companies.

Statute of limitations on H&R contribution claims - 2 years

Article I, 35.

RIGHT TO RESPECT PICKET LINES

Employers cannot discriminate against performers for supporting a lawful strike.

Article I, 36.

SEPARABILITY

Any individual thing judged invalid in the agreement doesn't invalidate the entire agreement.

Article I, 37.

PRODUCTION PROSECUTED

If the production is sued, the employer will defend the performers.

Article I, 38.

NO STRIKE - NO LOCKOUT

Union can't strike if the employer abides by the agreement. No work stoppage during arbitration, and judicial challenge, and arbitration is binding.

Article I, 39.

TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT

If an employer sells or transfers IP; they are no longer liable under the contract. The Union has to agree and the transfer includes an agreement by the transferee to be held to the terms of the agreement including all payments of fees, taxes, and H&R contributions.

Employer has 30 days to notify the Union of any transfer.

Article I, 40.

UNION STANDARDS

Employers can't produce a game with a non-signatory, or acquire a game from a non-signatory unless, in each case, the Employer makes sure the performers are paid in accordance with the agreement.

Language that an employer can use when acquiring a non-signatory game:

"It is hereby agreed by _____ [Name of Non-Signatory Employer] that all performers as defined in the AFTRA 2011-2014 AFTRA Interactive Media Agreement be afforded either (1) the wages, hours, working conditions and other economic benefits provided in said Agreement; or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to _____ [Name of Non Signatory Employer]."

Article I, 41.

ARBITRATION

Disputes go to arbitration.

Conciliation Procedures:

10 business days to meet for dispute; 6 months to file for arbitration

Arbitration:

15 days for arbitrator selection; 60 days for hearing; award within 30 days

Article I, 42.

RIGHT TO TERMINATE; UNFAIR LIST

The Union can terminate this agreement or declare an employer unfair for breaches if the employer refuses arbitration.

Article I, 43.

NOTICES TO PERFORMERS

Employers are required to send notices to a maximum of 2 addresses for a performer; for example, the performer's address and their agent's address.

Article I, 44.

MOST FAVORED NATIONS

The Union can't enter into any agreement which grants an employer greater rights, less onerous working conditions or more favorable payment or other terms than those in the agreement without offering the same to agreement signatories.

Article I, 45.

FORCE MAJEURE

When a production is prevented, suspended or postponed by fire, accident, strike, riot, act of God, or by any executive or judicial order or by reason of the illness of any other member of the cast or the director; a Day Player can be terminated with 1 day's pay.

Three-day and weekly performers can receive Half salary during force majeure or can quit;

Three-day performers after 2 weeks, and Weekly performers after 3 weeks.

Article I, 46.

ADMINISTRATION OF AGREEMENT

There is a joint committee that meets periodically to review and address issues with the agreement.

ARTICLE II - WORKING CONDITIONS - Principal Performers

Article II, 1.

CASTING AND AUDITIONS

Employer will provide information on auditions; time, nature of role, type of performance and unusual conditions, sides and/or cue cards.

1st and 2nd auditions pay for time after 1 hour; in 1/2 hour increments at 1/16th day rate. On a 3rd audition, pay 1/8 day rate

If a performer is required to memorize lines - pay 1 hour at least 1/16 day rate

No mass auditions; cattle calls. Seating must be available at auditions.

Article II, 2.

CONSECUTIVE EMPLOYMENT

Three-day and Weekly performers are engaged for consecutive days. Consecutive employment rules don't apply to Day Players, BG, and Singers

RETAKES, ADDED SCENES, ETC.

"Retakes, Added Scenes, Etc. within 3 months after employment for looping or close-ups pay 1/2 day's pay; 1/6 for a Three-Day, or 1/10 for a Weekly Performer, for a 4 hour session.

Longer than 4 hours pays a full day rate; 1/3 of the Three-Day or 1/5 of Weekly rate.

For Off-Camera Performers such 1/2 day's pay includes a 2 hour session. If session exceeds 2 hours, a full day's pay is paid

Consecutive employment doesn't count for close-up retakes, Performers are paid for the days worked. Can't introduce a new character or role in retakes, added scenes.

Article II, 4.

CONVERSION OF DAY PLAYERS

Employers can convert a Day Player into a Three-day or Weekly performer if notified by noon. After noon, the conversion applies to the next day.

Article II, 5.

WORK TIME - DEFINITION AND EXCEPTIONS

Work officially starts at Call; ends at Dismissal. Meals, auditions, fittings, story, song and production conferences, line/scene study, publicity interviews, still photography, wardrobe tests, makeup tests, and travel time are not work time

Article II, 6.

OVERTIME

On-Camera: Day goes from first Call to Dismissal excluding meals. Overtime at 150% starts at the 9th hour. 200% starts at the 11th hour.

Off-Camera: Engaged on either a 4 or 6 hour day.

For a 4 hour day, overtime of 150% for the 5th and 6th hours. 200% for any hours in excess of 6.

For a 6 hour day, overtime of 150% for the 7th and 8th hours. 200% for any hours in excess of 8.

Rate maximums: Day players earning more than \$1706.48 per day earn overtime hourly based on a day rate of \$3515.20. Three-Day performers earning more than \$4443.55 per day earn overtime over 8 hours. Weekly performers earning more than \$5920.00 per day earn overtime over 8 hours

Overtime can't reduce a performer's guaranteed employment or compensation. Makeup, hairdress, wardrobe or fittings shall be considered work time for all purposes including Overtime.

Article II, 7.

ENGAGEMENT; NON-USE OF SERVICES AFTER ENGAGEMENT

A Performer is engaged (hired) when: Given written notice by employer, given a signed contract, is fitted, or is given a verbal call that the performer accepts.

If a Day Player is given a verbal call and accepts, both the employer and performer may cancel no later than noon the day before.

Auditions and interviews do not count as engagement

If a performer is engaged and not used (by no fault of their own), they receive the day's pay.

If a performer is replaced (by no fault of their own), they receive the day's pay or their guarantee, whichever is greater.

Notification is required if it's an overnight shoot.

Article II, 8.

PROMPTING DEVICES; DESCRIPTION OF ROLE; SCRIPTS

A description of the role must be given at the time of booking. To the extent known at the time of the booking, including:

1. Code name;
2. Whether the game is based upon a previously published IP of any kind;
3. Whether the Performer is being asked to reprise a role from a prior game;
4. Description of genre: fighting/shooter; role playing game; simulation/racing/sports; or puzzle/casual/kids & family/strategy
5. Whether use of profanity, content of a sexual or violent nature, or racial slurs are required;
6. Whether stunts will be required;
7. Length of Performer's role;
8. Use of unusual terminology;
9. Whether memorization is required; and
10. whether cue cards or other prompting devices will be used.

This information may be provided verbally to the Performer or agent and made subject to a non-disclosure agreement.

When an On-Camera Performer is required to deliver unusual terminology, the employer will have a prompting device or cue cards. If the script is not available to the performer at least 24 hours prior to the shooting date, the employer must have cue cards or a prompting device.

If the Performer's services include development of a script through so-called "ad-lib" work or substantial embellishment of an existing script, the employer must inform the performer at the time of audition.

Article II, 9.

ADVANCE INFORMATION; NOTICE OF SERVICES

Employer must inform performer of type of role at audition (Principal, BG, Stunt)

When booked (or offered), the employer must notify the performer of the general nature of the work and whether voice-matching or vocally stressful work is contemplated.

Damages for failing to notify regarding vocal stress are \$100.

Article II, 10.

FITTINGS, WARDROBE TESTS, AND MAKEUP TESTS

Fitting and wardrobe time count as work time on the same day as work. If there is 4 hours between fitting and work, fitting is paid as though it were the prior day.

Day Players: 1 hour minimum pay for each Call. Additional time shall be paid for in 15 minute units. Day Players receiving more than 2 times Scale per day shall not be entitled to any compensation for such fittings.

Three-Day Performers: 2 hour free fitting. After that, 1 hour minimum pay for each Call. Additional time shall be paid for in 15 minute units.

Weekly Performers: 4 hours free fitting on 2 days for each week employed. After that, 1 hour minimum pay for each Call. Additional time shall be paid for in 15 minute units.

A Call to determine whether a Performer's own wardrobe is appropriate shall be deemed a "fitting".

Wardrobe and Makeup Tests

If a Performer is given a makeup or wardrobe test and not used in the game, they receive 1/2 day's pay at Scale for each day.

If a Performer is given a makeup or wardrobe test and used in the game; that time is work time if on the same day as work. On a day prior, 1 hour minimum pay for each Call. Additional time shall be paid for in 15 minute units. Day Players receiving more than 200% Scale per day shall not be entitled to any compensation for such fittings.

For Three-Day or Weekly Performers, employers get 1 day's free fitting time for each performer. The Performer receives 1/2 day's pay for each additional day.

Article II, 11.

MAKEUP, HAIRDRESS, WARDROBE ALLOWANCE

Hair & Makeup call time is the same as work call. If makeup or hair beyond ordinary look is required, a professional H&M artist must be provided. Employers have to provide facilities for Hair & Makeup. If performers supply wardrobe they are paid an allowance: \$15.00 per costume change for non-evening wear; \$25.00 per costume change for evening wear.

"Wardrobe Change" means at least one additional clothing item worn above the waist below the waist unless only 1 such area is visible to the camera. Items such as dresses, gowns, overcoats, etc. are considered a change by themselves. Accessories such as scarves, ties, and jewelry are not counted as items of clothing.

If a performer's wardrobe is damaged, the employer must repair or replace.

Stunt doubles shall be provided with duplicated, properly fitting wardrobe which shall be appropriately cleaned.

Article II, 12.

REST PERIODS

Voice over performers get 5 minutes of rest each hour, unless the performer wishes to save rest periods to finish early.

Article II, 13.

REST PERIOD; LIQUIDATED DAMAGES FOR VIOLATION

A Performer gets 12 consecutive hours from Dismissal for the day until the next day's first call. 12 hour rest can be reduced to 10 in certain circumstances. Performers get a rest period of 58 consecutive hours (36 consecutive hours if on overnight location) once a week.

Performers can waive 12 hour rest without Union approval with a day's pay or \$780 whichever is less. The payment cannot be waived without Union approval.

Article II, 14.

MEAL PERIODS; ALLOWANCES; LIQUIDATED DAMAGES

Meals are not work time. Meals are due 6 hours after the initial call and then 6 hours after the end of the prior meal. Meal periods are 30-60 minutes. If a performer's early call for makeup or wardrobe would require the meal before the rest of the set, the employer can wait for the rest of the set as long as snacks are available to the performer.

damages for meal violations are:

\$25 for 1st violation up to 30 mins,

\$35 for 2nd violation up to 30 mins,

\$50 for each subsequent violation up to 30 mins.

Meals must be provided on all locations. All Performers get \$48.40 per diem meal allowance on overnight locations minus the following when they provide it: Breakfast, \$9.30; lunch: \$14.00; dinner: \$25.10."

"Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, does not constitute a meal period. Meals supplied by the Employer are not deducted from the Performers wages but may be deducted from the per diem allowance.

Article II, 15.

STORY, SONG AND PRODUCTION CONFERENCES

Story, song, and production conferences are not work time.

Article II, 16.

STUDY OF LINES OR SCRIPTS

Study of lines or scripts are not work time.

Article II, 17.

PUBLICITY INTERVIEWS AND STILLS

Publicity interviews whether on a day the Performer works or otherwise are not work time.

Performers are not obligated to show up on non-work days.

If the performer agrees to Publicity stills on a separate day, pay is ½ day's rate for 4 hours. Full day's pay for longer than 4 hours.

Article II, 18.

REHEARSAL TIME

The reading of lines, acting, singing or dancing in preparation for the Performer's performance, in the presence and under the supervision of a representative of Employer, constitutes "Rehearsal" time. Rehearsals shall be counted as work time.

Auditions, tests, makeup and wardrobe tests do not constitute rehearsals. The Union will grant waivers freely for the training of a Performer in a particular skill. Compensation, if any, shall be agreed to between the Performer and the Employer.

Tests, auditions, fittings, publicity stills, pre-production stills, pre-recording of material, special skill training prior to Principal Photography don't count as the start of employment.

Article II, 19.

SATURDAY AND SUNDAY WORK; NIGHT WORK; HOLIDAYS

On-Camera Performers get 200% pay for the 6th and 7th day of work in a work week.

Voice-Over Performers get 200% pay for Saturday and Sunday work, regardless of the length of the work week."

Late work in New York City after 9:30pm, employer will provide transportation to Grand Central Station, Penn Station or the Port Authority Bus Terminal, unless such place of dismissal is within a zone bordered by 34th Street on the south, 59th Street on the north, and Third and Eighth Avenues on the east and west, respectively.

Overtime for holidays at 200% pay: New Year's Day; Dr. Martin Luther King Jr. Day; President's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; or Christmas.

Article II, 20.

WEATHER PERMITTING CALLS/DAY PLAYERS ONLY

Weather permitting Calls shall not be issued for stages in studios.

Article II, 21.

SCRIPTED LINES; UPGRADE OF BACKGROUND ACTORS (NON-SCRIPTED LINES ONLY)"

All scripted lines must be played by principal performers. No upgrading BG on set.

BG may speak non-scripted lines, but must be signed off as BG and re-hired as a day player.

Article II, 22.

STUNT ADJUSTMENT

Unless otherwise bargained for, a performer gets 1 day's pay for any day they perform a stunt.

Article II, 23.

PRE-RECORDINGS; PRE-PRODUCTION STILLS

Pre-recordings and Pre-production stills, including Rehearsals, do not start the consecutive days of employment of a Performer. The performer gets paid for the days of pre-recordings at not less than Day Player minimum, pro-rated for hours actually worked.

Article II, 24.

TOURS AND PERSONAL APPEARANCES

Tours and personal appearances:

For Nearby locations, a Performer gets paid 1/2 day rate, prorated for up to 4 hours' time. If over 4 hours, the Performer shall be paid a pro-rated day's pay.

For Distant Locations, a Performer gets paid a pro-rated day's pay.

If travel is required for tours and personal appearances, employers will provide. Employers ensure that performers receive adequate meal periods and rest periods when on tours and personal appearances.

Article II, 25.

DRESSING ROOMS; MISCELLANEOUS AMENITIES

Employers provide clean and accessible dressing rooms and toilet facilities in studios and on locations. Chairs must be available for all Performers in the dressing rooms, on the stage and on location. Dressing rooms shall be clean and in good repair. Adequate space and reasonable privacy shall be provided for wardrobe changes.

Article II, 26.

FLIGHT INSURANCE

When a Performer is requested by the Employer to travel by airplane, the Employer shall reimburse the Performer up to an additional fee of \$10.00 for flight insurance, if purchased by Performer.

Article II, 27.

EXPENSES

When a Performer is specifically required by the Employer to spend money, the Employer shall provide an advance for such expenditures. Performer submits an itemized report of expenses to the employer who pays within 2 weeks."

Article II, 28.

PROTECTION OF PERFORMERS; SPECIAL CONDITIONS

Employer is responsible for safety in accordance with this agreement, state, and federal laws. Medical Aid: When hazardous or stunt work is contemplated, Employer shall have medical and/or first aid assistance at the studio and on location. First-aid kits shall always be available on studio sets and locations.

STUNTS

A Performer's consent is required prior to performing stunts or stunt-related activity. Whether stunts are scripted or unscripted, a stunt coordinator shall be engaged and present on the set. No Performer shall be requested to perform a stunt without the opportunity for prior consultation with the stunt coordinator. A stunt Performer who is qualified to plan and perform the stunt in question is excluded if a qualified stunt performer is doing the stunt alone. This requirement is referred to the Industry Cooperative Committee.

No explosives without the use of a qualified special effects person who is a professional and is duly licensed under any applicable state and federal laws."

When an On-Camera Principal Performer is doubled because the level of driving skill requires a professional driver, the driver double must be a stunt Performer. This also applies to doubling passengers for the safety of the On-Camera Principal Performer. Dust or smoke where a windshield is obscured is considered a hazardous driving condition. Driving close to explosives and/or pyrotechnics is considered stunt driving."

ANIMALS

Performers can't be requested to work with dangerous animals without a trainer/handler.

SMOKE/DUST

Performers must be notified if smoke or dust will be present and can refuse to perform and still receive a day's pay if they are not notified. Performers receive 15 minute breaks for every hour of smoke/dust work.

SWIMMING

Don't swim within 30 minutes of eating

PHYSICAL ELEMENTS

Employers must protect performers from extreme temperatures.

PROPS

Employers must take care not to injure performers with props.

DANCERS

Must use standard flooring for dancers. Dancers receive a "dancer's premium payment" of \$74.35 per day for hazards like weather or wire-work while dancing . Dancers receive a warm up space for 30 minutes before performance. Dancers receive 10 minutes rest every hour of rehearsal or shooting, or 20 minutes rest after 90 minutes. Temperature for dancing has to be above 70 degrees F. No dancing within 30 minutes after a meal. Must have a doctor on call for dance emergencies. Employer provides appropriate footwear. If performers bring footwear they receive \$10.00 per day.

SINGERS

Singers receive 5 minutes of rest every hour.

NUDITY

Employers must notify performer of any nudity or sex acts in audition. Set must be closed with no still photography.

TRAVEL

Studio Zones:

Los Angeles: 30 mile radius from the intersection of Beverly Boulevard and La Cienega boulevard.

New York City: 8 mile radius from Columbus Circle. However, if a Performer is asked to report to a pick up spot, such spot must be within the area between 23rd street and 59th street, bounded by the East River and the Hudson River.

San Francisco: 50 mile radius from the intersection of Powell and Market Streets.

Phoenix and Tucson: 25 miles from the center of the city.

In all other areas where the Union has established local offices, the studio zone is defined by the contract between the local office and the Employer.

A "Nearby Location" is a location beyond the studio zone to which the Performer travels and returns in the same day.

A "Distant Location" is a location beyond the studio zone to which the Performer travels but is required to stay overnight.

"Travel Time" is time spent traveling between the performer's reporting location and the set/studio and is counted as work time.

When Employer provides transportation, travel time is; All time between call time at the pick-up point and arrival at the set/studio; All time between start of return travel and arrival at the original pick-up point; Any time spent waiting for travel at the end of the work day.

When Performer provides transportation, travel time is; Time actually traveling;

If the performer arrives at the set/studio early, the time before official call doesn't count. At the end of the day travel time starts at dismissal.

A Performer may be asked to report to any site or to Employer's studio within a Studio Zone without the Employer providing transportation or reimbursement for Travel Time.

When a Performer is asked to report to a site outside the Studio Zone, work time begins when the performer would have arrived at the Employer's studio or offices, and ends as though the Performer had returned to the same place. Use the IRS mileage rate.

Travel Time is computed on straight time in hourly units, with no compounding based on hourly rates of:

1/4 of the Voice-Over rate for Off-Camera Performers;

1/8 of the Day Player rate for On-Camera Performers;

1/24 of the Three-Day Performer rate; or

1/40 of the Weekly Performer rate,

not to exceed 8 hours in any one day.

An Employer may choose not to provide overnight lodging at Distant Locations if performers can travel there within the work day and the Employer does not provide overnight lodging to other cast, crew or personnel. In such instances, Employer shall provide transportation or reimbursement mileage to Performers to Location.

If Employer provides air transportation to distant locations, it may be coach, provided no one else flies any other class. If a Performer is required to drive their own car to a Nearby or Distant Location, they are paid IRS mileage. "

Call and Dismiss are from the same location. Reasonable meal periods are given during traveling.

Article II, 30.

MINORS

When Minors are employed, the conditions of employment cannot be detrimental to the health, education and morals of the Minor; "morals" being defined by the penal code of the applicable state. The best interest of the Minor is the primary consideration of the parent and the adults in charge of the production. A "Minor" is any Performer under the age of 18 years unless legally emancipated, legally married, or a member of the United States armed forces. A "Parent" is a Parent or other adult who has the legal right to act as guardian of the Minor."

"Interviews, Tests and Fittings: Calls for interviews, tests and fittings for Minors shall not take place at any time during school, and shall be completed prior to 7:00 p.m. Two adults shall be present at all times.

Engagement:

Employers shall advise the Parent of the terms and conditions of employment. Prior to the first date of engagement, the Parent must provide the appropriate documents required by law for the employment of a Minor. Outside of California, employers must notify the local Union office where such employment will take place.

Supervision

A Parent must be present at all times while a Minor is working, and be within sight and sound of the Minor. The Parent shall not interfere or bring other Minors to the studio or location. A Parent will accompany a Minor to wardrobe, makeup, hairdressing and dressing room facilities. No Minor shall be required to work in a situation which places the Minor in clear and present danger to life or limb as perceived by the minor. Employers must designate someone on each set to coordinate all matters relating to the welfare of the Minor.

When a Minor is required to travel to and from location, the Employer must provide the Parent with the same transportation, lodging, meals, mealtimes and per diem allowance.

Whenever federal, state or local laws are required, a qualified child care person (e.g., LPN, RN or Social Worker) shall be present on the set during the work day."

Employers will provide a safe and secure place for Minors to rest and play.

Minors' maximum hours of work shall be as outlined below (does not include meal time):

Age of Minor	Maximum Hours of Work	End of Day
0-5 years	6 hours	7:00 p.m.
6-11 years	8 hours	8:00 p.m. school days 10:00 p.m. non-school days
12-17 years	9 hours	10:00 p.m. school days 12:30 a.m. non-school days

Work Hours and Rest Time:

The work day for Minors starts no earlier than 7:00 a.m. for studio productions (6:00 a.m. for location productions). The maximum work time for a Minor shall not exceed that provided by the laws of the state. Work time shall not include meal time, but shall include a mandatory 5-minute break for each hour of work."

Unusual Physical, Athletic or Acrobatic Ability

A Minor may be asked to perform unusual physical, athletic and/or acrobatic activity or stunts, provided that the Minor and Parent represent that the Minor is fully capable of performing such activity and the Parent grants prior written consent. If the nature of the activity requires, a qualified person will be present at the time of production.

Employers will supply any equipment needed and/or requested for safety reasons.

Child Labor Laws

Employer must comply with all applicable child labor laws.

Medical Care

Prior to a Minor's first call, the Employer shall be provided with the written consent of the Minor's Parent for medical care in the case of an emergency.

Article II, 31.

INDEMNIFICATION

Performer is not held liable for injury to other performers. Stunt Coordinator is not held liable for injury to other performers.

Article II, 32.

CAST CREDITS

Names of Performers (excluding background actors) will be included in the credits. An inadvertent failure to do so will not be deemed to be a violation of the Agreement. The Employer shall provide credits to an Industry website identified by the Industry Cooperative Committee.

Article II, 33.

MISCELLANEOUS

An On-Camera Performer who gives an off-camera narration that is not their character receives additional off-camera pay.