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PRODUCER-SCREEN ACTORS GUILD
CODIFIED BASIC AGREEMENT OF 2001

THIS AGREEMENT is made by and between **SCREEN ACTORS GUILD, INC.**, a California non-profit corporation, hereinafter called the "Union" or "SAG," and the **ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS**, hereinafter also referred to as the "AMPTP" or "Alliance," acting on behalf of Producers who have authorized said Alliance to act on their behalf, a list of which is attached hereto as Exhibit A, all of which constitute a multi-employer bargaining unit, each hereinafter called "Producer" and collectively referred to as "Producers."

WITNESSETH:

In consideration of the mutual agreements hereinafter contained, it is agreed as follows:

GENERAL PROVISIONS

1. RECOGNITION AND SCOPE OF AGREEMENT

A. Recognition

The Union is recognized by Producer as the exclusive collective bargaining agent for performers in the production of motion pictures in the motion picture industry within the territorial limits of the United States of America. The term "performer" means those persons covered by the terms of this Agreement and includes performers, professional singers, stunt performers, airplane and helicopter pilots, dancers covered under Schedule J of this Agreement, stunt coordinators, puppeteers and body doubles. Background actors are not considered "performers."

The Union is also recognized by Producer as the exclusive bargaining agent for background actors covered by the terms of this Agreement and employed in the production of motion pictures in the motion picture industry in the Hawaii, Las Vegas, Los Angeles, New York, San Diego, San Francisco and Sacramento Zones, as defined in Schedule X, Part I and Schedule X, Part II.

The term "motion pictures," as used herein and in all prior Agreements between the parties, means and includes, and has always meant and included, motion pictures whether made on or by film, tape or otherwise, and whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination of the foregoing or any other means, methods or devices now used or which may hereafter be adopted.

B. Scope

(1) When Producer has its base of production in the United States or any commonwealth, territory or possession of the United States, the Basic Contract shall apply, excluding the Union Security provisions in Alaska or any commonwealth, territory or possession of the United States until the Union establishes a Branch in such area.

(2) When Producer has its base of production as provided in (1) above and goes on location in Canada, the Basic Contract, excluding the Union Security provisions, shall apply to all performers hired by Producer at such location.

(3) When Producer employs a performer in the United States and transports him anywhere outside of the United States for a motion picture, the terms of the Basic Contract shall apply. If a performer whose services are utilized is a permanent resident of the United States but is temporarily resident abroad and negotiations are carried out in the United States by the performer's attorney, agent or other representative (including the Union) in the United States, such agreement for the services of the performer shall be within the scope and coverage of this Agreement. The foregoing test of coverage shall be met as long as the representative, agent or attorney of the performer is in the United States when the agreement is negotiated even if it is negotiated by telephone with, or mailed or cabled to a representative of the Producer who is not within the United States during all or any part of said negotiation.

(4) Only the provisions of Schedule X, Part I shall apply to the employment of background actors in the Los Angeles, Las Vegas, Sacramento, San Diego, San Francisco and Hawaii Zones. Only the provisions of Schedule X, Part II shall apply to background actors employed in the New York Zone.

2. UNION SECURITY

A. Every performer hereafter employed by any Producer, whether by contract or otherwise, or who acts before the camera, or who makes sound track within the Union's jurisdiction, for any Producer, shall be a member of the Union in good standing. As defined and applied in this Section, the term "member of the Union in good standing" means a person who offers to pay (and, if the Union accepts the offer, pays) union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

B. Each Producer shall give the Union full opportunity to check performance by such Producer of its agreement under this Section including access to sets, but the Union's checking shall be done in such a manner as not to interfere with production. The Union agrees that it will accept as a member of the Union any performer the Producer wishes to employ, but the Union may refuse such admission or, if it sees fit, admit on terms, performers suspended or expelled by the Union or by any branch of the Associated Actors and Artistes of America or by any other performers' union. Nothing herein shall limit the right of the Union to discipline, suspend or expel a member or to refuse to re-admit him. The Union agrees, however, that if it suspends or expels a member who is under contract to a Producer, or if a member resigns, the suspension, expulsion or resignation shall not affect the performer's obligation to perform any existing contract or contracts with such Producer or such Producer's right to demand performance, unless the Producer otherwise consents. Subject to the qualifications hereinafter set forth, the Producer agrees that in every future contract it enters into with a performer, the performer shall agree that the performer shall be a member of the Union in good standing and shall remain so for the duration of the contract. Any non-member of the Union and any suspended or expelled member whom the Producer may be lawfully entitled to employ under this Agreement shall be paid the same minimum salary and shall be given the same working conditions as are provided in this Agreement. No breach by a member of the Union of his obligation to the Union shall give such member a defense to any Producer's right to enforce an existing contract against such member.

C. The foregoing subsections A. and B., requiring as a condition of employment membership in the Union, shall not apply until on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is the later; the Union and the Producers interpret this sentence to mean that membership in the Union cannot be required of any

performer by a Producer as a condition of employment until thirty (30) days after his first employment as a performer in the motion picture industry; "first employment" meaning the first employment as a performer in the motion picture industry on or after August 10, 1948. The foregoing sentence shall be deemed inoperative if any of the following events shall occur: (a) if the Labor Management Relations Act of 1947 is repealed; or (b) if the provision of such Act to which the foregoing sentence has reference is repealed or modified so the foregoing sentence is unnecessary to comply with such Act; or (c) if such Act or such provision is held unconstitutional by the Supreme Court of the United States. The Producer shall not be held to have violated this paragraph if it employs a performer who is not a member of the Union in good standing, if the Producer has reasonable grounds for believing that membership in the Union was not available to such performer on the same terms and conditions generally applicable to other members, or if the Producer has reasonable grounds for believing that membership in the Union was denied to such performer or such performer's membership in the Union was terminated for reasons other than the failure of the performer to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union; provided, however, the Producer shall not be deemed to have such reasonable grounds for believing until it has made inquiry of the Union as to the facts. The preceding sentence shall be deemed inoperative if any of the following events shall occur: (a) if the Labor Management Relations Act of 1947 is repealed; or (b) if the provision of such Act to which the preceding sentence has reference is repealed or modified so the preceding sentence is unnecessary to comply with such Act; or (c) if such Act or such provision is held unconstitutional by the Supreme Court of the United States.

D. The Producer agrees to report to the Union, in writing, within fifteen (15) days of the first employment of a non-member of the Union, (or within twenty-five (25) days of the first employment of a non-member of the Union on an overnight location), giving the non-member's name, Social Security number and his first date of employment. An inquiry by any Producer to the Union as to the first date on which a performer has been employed in the industry shall be answered by the Union, and its answer shall bind the Union, and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who failed to report shall be liable to the Union for such failure to report. The inquiry provided for in the preceding sentence may be made before, on or one (1) business day after the date of employment.

E. The interpretation contained in the first sentence of subsection C. of this Section 2 has been approved by an advisory opinion of the General Counsel of the National Labor Relations Board. If such approval of such sentence is changed by a ruling of such General Counsel, then the new ruling of such General Counsel shall prevail, until the same is overruled by the Board or a court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change said ruling in a proceeding in which the Union is a party, then the new ruling or opinion shall prevail, until the same is reversed by a court of competent jurisdiction.

F. The Producer shall pay to the Union as liquidated damages for each employment of a performer in violation of the provisions of this Section 2 the sum of $500, it being agreed that the actual damages suffered by the Union for such breach would be incapable of ascertainment.

G. The Union agrees that it will not impose unreasonable dues or assessments. If Producer claims a violation by the Union of the provisions of this subsection G., such question shall be handled by conciliation and, if necessary, by arbitration in accordance with the provisions of Section 9 hereof. It is the intention of the parties to prevent the Union from closing its books so as to prevent any person who wishes to act in motion pictures from joining the Union. Nothing in the preceding sentence shall limit the right of the Union to discipline or suspend or expel a member or to refuse to re-admit him.

H. It is agreed that children under four (4) years of age are not subject to the Union Security provisions of this Agreement.

I. Whenever any Producer is entitled hereunder to a permit or waiver from the Union, the Union agrees to issue the same without cost.

J. Any breach of the provisions of this Section shall be subject to arbitration between the Union and the Producer under Section 9 of these General Provisions.

3. **STRIKES**

A. No-Strike Clause

The Union agrees that, during the effective term hereof, it will not call or engage in a strike affecting motion picture production against any Producer signatory hereto.

B. Rights and Duties of Union Members and Producers

(1) If, after the expiration or other termination of the effective term of this Agreement, the Union shall call a strike against any Producer, then each respective contract of members of the Union with such Producer shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such member of the Union shall incur no liability for breach of his respective contract by respecting such strike call, provided such member shall promptly, upon the termination of such strike, and on the demand of the Producer, perform as hereinafter in this paragraph provided, and the member shall be deemed to have agreed as follows:

(a) That as to any motion picture which is in production at the time any such strike is commenced, if he has a contract to do such motion picture, or if he is under a contract which permits him to be assigned to act in such motion picture and has been so assigned, he will, after the termination of such strike and upon the request of the Producer, report to the Producer and perform his services in such photoplay at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike;

(b) That he will immediately, after the termination of such strike and upon the request of the Producer, execute a new contract on the same terms and conditions and at the same salary as provided in the contract which was in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including options, equivalent to the unexpired term of the contract which was in effect when such strike was commenced;

(c) That he will, in lieu of (b), after the termination of such strike, at the option of the Producer, and upon its demand, execute an agreement in writing with the Producer extending the term or period of such personal service

contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

If the member shall fail to perform the foregoing, or if he shall fail actually to finish his services in the motion picture mentioned in (a), as provided in (a) (except by reason of his death, physical disability or default by the Producer), then the waiver of liability by the Producer heretofore given shall be null and void.

The member further agrees that the statute of limitations as a defense to any action by the Producer against the member for his failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the member asserts any claim or defense by reason of the expiration of time during which he can be required to perform services by virtue of any statute (such as the seven (7) year statute), which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Producer is ineffective thereupon, and the statute of limitations as to the Producer's rights is waived by the member automatically.

(2) The automatic suspension provisions of this Section 3 shall not affect the Producer's right to sue any individual performer for breach of contract arising during the period of such strike, unless such performer shall have complied with his obligations under the provisions of this Section 3.

(3) The provisions of this Section 3 shall be deemed included in all contracts between performers and Producer which are now in effect and all such contracts which shall be entered into during the effective term of this collective bargaining Agreement.

(4) The Union agrees that it will take such affirmative action as may be necessary and lawful in order to require its members to perform their respective obligations under the provisions of this Section 3.

(5) Notwithstanding the expiration or other termination of the effective term of this collective bargaining agreement, by termination or otherwise, the provisions of this Section 3 shall be and remain in full force and effect for a period of seven (7) years following the termination of any such strike, unless this covenant be sooner terminated by the written consent of Producer and Union.

C. Limitation on Liability

The Union is a corporation. Nothing in this Section shall enlarge the liability of its officers, directors, agents and members, this Section being an additional limitation thereon. The Union will not be held liable for unauthorized acts of its officers, directors, agents or members; neither the Union, nor its officers, directors, agents or members not participating in the actions hereinafter mentioned shall be liable for any strike, slowdown or work stoppage, unless the same be authorized by the Union in accordance with its by-laws, but the foregoing exemption of this sentence shall not apply unless the Union, upon request from the Producer affected thereby, shall proclaim promptly and publicly that such strike, slowdown or work stoppage is unauthorized and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Producer affected, with disciplinary proceedings in accordance with its by-laws against the participants in such unauthorized action.

4. THEATRICAL MOTION PICTURES, THE PRINCIPAL PHOTOGRAPHY OF WHICH COMMENCED BETWEEN JANUARY 31, 1960 AND JULY 21, 1980 RELEASED TO FREE TELEVISION

Theatrical motion pictures produced under a prior Producer-Screen Actors Guild Codified Basic Agreement, the principal photography of which commenced between January 31, 1960 and July 21, 1980 and which are released to free television, shall be governed by the provisions relating to additional compensation payable to performers for exhibition of theatrical motion pictures on free television of the applicable Codified Basic Agreement under which such pictures were produced.

5. TELEVISION EXHIBITION OF THEATRICAL MOTION PICTURES, THE PRINCIPAL PHOTOGRAPHY OF WHICH COMMENCED AFTER OCTOBER 6, 1980[1]

A. With respect to theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and released to free television

[1] The Screen Actors Guild was on strike against the Producers during the period July 22, 1980 through and including October 5, 1980. The terms of an interim agreement may be applicable to performers who were employed in motion pictures produced during that period.

anywhere in the world, Producer agrees to pay to SAG a deferred compensation, for rateable distribution to the performers appearing in such pictures, equal to six percent (6%) of the worldwide total gross receipts from the distribution of such pictures on free television, after deducting a flat amount of forty percent (40%) of such total gross receipts for distribution fees and expenses. Said compensation shall include pension and health contributions. Such pension and health contributions shall be at the rate provided in and subject to the ceiling and other provisions of Section 34 hereof or of the "Pension and Health Plans" provision of the Agreement under which such picture was produced, whichever is applicable.

When the Producer does not itself so distribute such picture, but effects its distribution through another distributor, the percentage paid shall be based on such distributor's gross receipts from such distribution of such picture on free television, after deducting said flat amount of forty percent (40%) from such total gross receipts, payable only after they are received by the Producer, and after such forty percent (40%) deduction. When Producer is paid advances by a distributor, the above percentage shall likewise be payable on the amount of such advances. When Producer sells outright the right to exhibit on free television, SAG shall be paid promptly the above percentage on the gross amounts actually received by Producer for such free television exhibition rights, after deducting a flat amount of ten percent (10%) of such gross amounts so received by Producer from such outright sale of free television exhibition rights, for sales commission and expenses of sale.

If any such outright sale shall include both free television exhibition rights and other rights with respect to one or more pictures, the Producer shall allocate, to the free television exhibition rights covered by such sale, a fair and reasonable portion of the sale price (but only for the purpose of determining the percentage payment due hereunder) based on the sale of free television exhibition rights in comparable pictures. If SAG shall contend that the amount so allocated in any such outright sale for free television exhibition rights was not fair and reasonable as aforesaid, then such claim shall be submitted to arbitration as herein provided. In the event the arbitrator shall find that such allocation was not reasonable and fair as aforesaid, he shall determine the fair and reasonable amount to be so allocated. When the sale is of the free television exhibition rights only in a group of pictures, Producer shall likewise make an allocation of a portion of the sale price to each picture. If SAG contends that allocation is not fair and reasonable, the matter may be similarly submitted to arbitration, as above provided. In the event the arbitrator shall find that such allocation was not

reasonable and fair, as aforesaid, he shall determine the fair and reasonable amount to be so allocated.

The provisions of the preceding paragraph shall not apply to a of free television exhibition rights only in a single picture.

The term "performer" means those persons covered by this Agreement and includes performers, professional singers, stunt performers, airplane and helicopter pilots, dancers,[2] stunt coordinators[3] and puppeteers. excludes body doubles.

B. Distribution Formula

The amount received by Screen Actors Guild under the formula forth in Paragraph A. above shall be distributed as follows:

Units will be assigned to performers entitled to participate as fo

(1) Time Units

With respect to each performer, units for time worked sh computed as follows:

Each day = one-fifth (1/5) unit
Each week = one (1) unit

No more than five (5) time units may be credited to any performer.

[2] Only dancers employed under Schedule J of this Agreement are entitled to partic the monies payable pursuant to this Section.

[3] Stunt coordinators employed under this Agreement are entitled to participate in th monies payable pursuant to this Section. All compensation paid for stunt coordinating ser and any other services covered by the Agreement shall be combined in calculating salary u under subsection B.(2) hereof.

(2) Salary Units

With respect to each performer, units for total compensation received from the film shall be credited as follows:

(a) Day Performer: Each multiple of daily scale equals one-fifth (1/5) unit. A fraction of daily scale, when more than one-half (½), shall be credited as another one-fifth (1/5) unit.

(b) All Other Performers: Each multiple of weekly scale equals one (1) unit. A fraction of a multiple, when more than one-half (½) of weekly scale, shall be credited as another weekly unit.

(c) No more than ten (10) salary units may be credited to any performer.

(3) Computation

Each performer shall be credited with the sum of time and salary units as computed above, and each performer will receive that rateable proportion of the monies as the performer's number of units bears to the total number of units for the entire cast.

C. With respect to such pictures made outside of the United States, when part of the cast is composed of performers subject to this Agreement and part of the cast of performers is not subject to this Agreement, then sums payable hereunder shall be prorated based on the proportion which the salaries and the time worked payable to the performers subject to this Agreement bear to the total performers' salaries and time worked for the picture. If records reflecting time worked are not reasonably available, then the aforementioned proration may be based on salaries alone.

D. Application to Pictures Initially Released Theatrically

The provisions of this Section 5 regarding additional compensation for free television exhibition apply only to a theatrical motion picture which is exhibited on free television after it has had a *bona fide* theatrical release. Such motion picture exhibited on free television that has not had a *bona fide* theatrical release shall be governed by the Screen Actors Guild Television Agreement then

in effect, but only with respect to the provisions relating to additional compensation for reruns and foreign telecasts, or as may otherwise be agreed upon between the Producer and the Union.

The provisions of this Section 5 shall not apply to the televising of trailers or advertising a motion picture by shots, etc., substantially in the nature of a trailer, subject to the limitations provided in Section 18 hereof.

E. Time and Method of Payments

With respect to the initial payment due hereunder for network television exhibition, such payment shall be due and payable within thirty (30) days after the initial broadcast of such motion picture on a network.

With respect to the initial payment due hereunder for television exhibition, other than network television, such payment shall be due and payable within four (4) months after the initial broadcast of such motion picture on free television other than network television.

All such payments hereunder shall be made by check, payable to the order of the performer entitled thereto, and delivered to the Union for forwarding to such performer. Producer shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation provided for in this Section 5. Compliance herewith shall constitute payment to the performer.

(1) Network

Except as provided in Section E.(3) below, with respect to network television exhibition, in the event Producer shall fail to pay such additional compensation when and as the same becomes due and payable, the Producer shall pay a late payment charge in the amount provided in Section 31.B. hereof until such additional compensation is paid.

(2) Syndication and Foreign Telecasting

Except as provided in Section E.(3) below, with respect to syndication and foreign telecasting, in the event Producer fails to pay such additional compensation within ten (10) days from the date of a notice in writing

to Producer from the Union, a late payment penalty shall accrue at the rate of one percent (1%) per month from the date of delinquency.

(3) The late payment charges set forth in Section E.(1) and (2) shall not apply:

(a) To motion pictures produced by Qualified Residual Payors, Qualified Distributors and Qualified Buyers, and motion pictures, the residuals for which are guaranteed or assumed by a Qualified Residual Payor, Qualified Distributor or Qualified Buyer. These motion pictures shall continue to be subject to the rules on payment of liquidated damages set forth in the 1995 Agreement;

(b) To residuals payable in connection with the purchase of libraries. The Producer shall give notice to the Union in such cases. The Producer shall assist the Union in its endeavor to obtain compliance with any residual obligations which accrued prior to the date of the purchase. The Union shall cooperate with the Producer in furnishing records or verifying previous payments to enable the Producer to begin making residual payments accruing on and after the date of the purchase as expeditiously as possible;

(c) To performers omitted from the final cast list. As to these performers, the Producer shall investigate and respond to a claim from the Guild that a performer has been omitted from the cast list with a final position within thirty (30) days following receipt of notice of the claim from the Guild. If, as a result of its investigation, the Producer determines that the performer is owed the residual payment, payment shall also be made within said thirty (30) day period. If payment is due and the Producer fails to pay within the thirty (30) day period, then late payment liquidated damages shall accrue as of the date of the original notice from the Guild initiating the claim.

(d) In the event of *bona fide* disputes. In such event, there will be no late payment charge during the pendency of the dispute provided that the Producer pays the undisputed amount on time.

In no event shall the total late payment penalty with respect to any performer exceed one hundred percent (100%) of the amount owing to such performer.

As used herein, the term "network exhibition" shall mean the telecasting of such picture over the network facilities in the United States of NBC, CBS or ABC and, effective July 1, 2003, Fox Broadcasting Company ("FBC"), or any other entity which qualifies as a network under Section 73.662(f) of the rules of the Federal Communications Commission, unless the FCC determines that such entity is not a network for purposes of such Section. A motion picture shall not be deemed telecast over a television network when it is telecast (i) on any single regional network presently established and (ii) when it is telecast on any single regional network which may hereafter be established and which does not include New York, Chicago or Los Angeles.

(4) The foregoing provisions shall not preclude the Producer from recovering an erroneous payment. If there is a dispute over the amount due the performer, and Producer pays the undisputed amount on time, or if there is a *bona fide* dispute as to the Producer's liability therefor, there will be no late payment charge during the pendency of the dispute.

F. Effect of Performer's Individual Contract

When compensation is payable to any performer in connection with any such picture released to free television, pursuant to an individual contract between such performer and Producer, and such compensation is based, in whole or in part, upon a percentage of Producer's gross receipts, then such percentage compensation may be credited against such performer's share of the monies payable by Producer to SAG hereunder or, on the other hand, such performer's share of the monies payable hereunder may be credited against the percentage compensation due under the performer's personal service contract, depending upon which such payment was made first. Notwithstanding the foregoing, any compensation payable to such performer under an individual contract under which such compensation is a specified sum of money commonly known as a "deferment," as distinguished from a participation in the gross of a picture, may not be credited against the monies payable by Producer to SAG hereunder.

G. Reporting

Producer shall furnish to the Guild, with respect to each motion picture produced covered under this Section 5, a complete cast list of actors covered by this Agreement including the name of each actor, Social Security number, type of employment contract, length of employment and the payments for

free television exhibition which will become payable to or for the account of each actor with respect to such motion picture. Such cast list shall be furnished to the Guild one hundred twenty (120) days after completion of principal photography or ninety (90) days after completion of each such motion picture, whichever is sooner. Producer will thereafter furnish a revised or final list when necessary.

Producer shall furnish to SAG written reports showing the gross receipts from the sale, lease, license and distribution of such picture on free television (whether distributed by the Producer or through another distributor) with respect to which the Producer is required to make payments hereunder. Such reports shall be furnished at least quarterly during each calendar year, except in the case of an outright sale. No such report need be furnished by Producer as to any such picture until such Producer shall have first exhibited such picture on free television. Concurrently with the furnishing of such report, the Producer shall pay the percentages due. Producer shall also make available for inspection by SAG all distributors' statements delivered to Producer, insofar as they relate to such gross receipts. SAG shall have the right, at reasonable times, to examine the books and records of Producer as to such gross receipts pertaining to such distribution of such pictures. Producer also agrees that any agreement entered into by it for the lease, license or distribution of any such pictures on free television shall contain a provision made expressly for the benefit of SAG and the performers involved in such pictures, by which such lessee, licensee or distributor agrees to assume and pay the percentage amounts payable hereunder to SAG when and as the same become due; and copies of all such provisions contained in such agreements, with a statement of the name and address of the Producer and the lessee, licensee or distributor and the date of execution shall be delivered to SAG promptly upon the execution thereof. In the event any lessee, licensee or distributor executes such assumption agreement and a copy thereof is delivered to SAG as above provided, Producer shall be relieved of any further obligation or liability with respect to such payment on condition that SAG has approved, in writing, the financial responsibility of such lessee, licensee or distributor.

An inadvertent failure to comply with the reporting provisions of this Section 5 shall not constitute a default by Producer hereunder, provided said failure is cured promptly after notice thereof from the Screen Actors Guild is received by Producer. Producer hereby authorizes television stations to make available to representatives of the Guild their station logs to verify the station plays of theatrical motion pictures. Regarding a possible system of coding product which appears on television, a joint Producer-Guild Committee will be established

to consider any workable system when it is available, and such committee shall investigate and make recommendations, which will be given consideration by the Producers.

H. Advances

A "non-returnable advance" is to be included in "worldwide total gross receipts" when a theatrical motion picture is "available" and "identifiable" and the amount of the advance payment is "ascertainable."

(1) Such theatrical motion picture is "available" when the first of the following occurs:

(a). The product first may be exhibited or otherwise exploited by a specified method of distribution and in a territory under the terms of the applicable license or distribution agreement, or

(b) It first may be sold or rented by a retailer under the terms of the applicable license or distribution agreement.

(2) Such theatrical motion picture is "identifiable" when the Producer first knows or reasonably should have known that a given motion picture is covered by a particular license or distribution agreement for its exploitation in the applicable market.

(3) The amount of the advance payment is "ascertainable" if:

(a) the advance is for one theatrical motion picture, means of exhibition, and territory, or

(b) the total amount of the advance is for more than one motion picture, means of exhibition and/or territory, in which case the Producer shall fairly and reasonably allocate such advance among the licensed motion pictures, exhibition markets and/or territorial markets. As each of these pictures becomes identifiable and available, the allocated portion of the non-returnable advance is to be included in the "worldwide total gross receipts" for that quarter. The Producer shall notify the Guild of its allocation when the report of "worldwide total gross receipts" which includes the advance, is to be filed. The Guild has the

right to challenge in an arbitration a failure to allocate or any allocation that it contends is not fair and reasonable.

If such theatrical motion picture is available in any territory or by any means of exhibition, and is identifiable and the amount of the advance is ascertainable, but the Producer does not provide the Guild with the information required by this Agreement and applicable law, then the advance shall be deemed includable in "worldwide total gross receipts" no later than six (6) months after the Producer receives it.

An advance received by a Producer's parent, subsidiary or any other related or affiliated entity or successor-in-interest, or by any other entity to which the advance payment is directed by the Producer or license or distribution agreement, shall be considered as an advance payment received by the Producer.

I. Favored Union Clause

If, during the term of this Agreement, any union, through its collective bargaining agreement negotiated with the Producers, obtains an increase in its present percentage "participation of the gross" for television exhibition of theatrical motion pictures, then, in such event, the Union will be entitled to a comparable increase in the rates provided for in this Section.

J. Release Without Exhibition

In the event the Producer actually receives payment for the release of a theatrical motion picture hereunder for exhibition on free television, the applicable fees provided hereunder shall be payable whether or not such motion picture is in fact exhibited on free television. This provision shall not apply in the case of a license of films when a picture is "dropped out" of such license.

K. SAG shall not be entitled to payments hereunder with respect to blocked foreign revenue except by transfer of blocked funds and then only if permission for such transfer can be obtained by SAG from local fiscal authorities. Blocked funds shall be deemed to be unblocked on the basis of "first in, first out," unless allocated to specific periods by local fiscal authorities. Allocation of unblocked funds, as between the revenue due hereunder and other revenue, shall be on a proportional basis, subject to different earmarking by local fiscal authorities. Accounting shall be on the basis of net funds remitted or converted to

exportable properties. Producer shall not be responsible for losses of blocked revenue resulting from matters beyond its control.

L. The references herein to payment to SAG shall mean payments to SAG for rateable distribution to the performers involved.

5.1 SUPPLEMENTAL MARKETS EXHIBITION OF THEATRICAL MOTION PICTURES, THE PRINCIPAL PHOTOGRAPHY OF WHICH COMMENCED AFTER JUNE 30, 1971 BUT PRIOR TO JULY 21, 1980

Theatrical motion pictures produced under a prior Producer - Screen Actors Guild Codified Basic Agreement, the principal photography of which commenced after June 30, 1971 but prior to July 21, 1980, which are released by Producer for exhibition in Supplemental Markets anywhere in the world, shall be governed by the provisions relating to additional compensation payable to performers for exhibition of theatrical motion pictures in Supplemental Markets of the applicable Codified Basic Agreement under which such pictures were produced. However, the provisions of subsection D. of Section 5.2 of this Agreement, relating to the definition of "Supplemental Markets," and the provisions of subsection E. of Section 5.2 of this Agreement, relating to the definition of "Distributor's gross receipts" derived from release of such motion pictures in Supplemental Markets, shall apply to such pictures.

5.2 SUPPLEMENTAL MARKETS EXHIBITION OF THEATRICAL MOTION PICTURES, THE PRINCIPAL PHOTOGRAPHY OF WHICH COMMENCED AFTER OCTOBER 6, 1980[4]

A. Schedule of Payments

With respect to each theatrical motion picture produced under a prior Producer - Screen Actors Guild Codified Basic Agreement, the principal photography of which commenced after October 6, 1980 but prior to July 1, 1984, which is released by Producer for exhibition in Supplemental Markets anywhere in the world, Producer agrees to pay to Screen Actors Guild, for rateable distribution

[4] The Screen Actors Guild was on strike against the Producers during the period July 22, 1980 through and including October 5, 1980. The terms of an interim agreement may be applicable to performers who were employed in motion pictures produced during that period.

to the performers appearing in said pictures, deferred compensation equal to three and six-tenths percent (3.6%) of the "Distributor's gross receipts," as defined herein.

With respect to each theatrical motion picture produced under a prior Producer - Screen Actors Guild Codified Basic Agreement or hereunder, the principal photography of which commenced on or after July 1, 1984, which is released by Producer for exhibition in Supplemental Markets anywhere in the world, Producer agrees to pay to Screen Actors Guild, for rateable distribution to the performers appearing in said pictures, deferred compensation equal to:

(1) From the distribution of such pictures to "Pay Television," as defined herein, three and six-tenths percent (3.6%) of "Distributor's gross receipts," as defined herein; and

(2) From the distribution of such pictures on "cassettes," as defined herein, four and five-tenths percent (4.5%) of the first one million dollars ($1,000,000) of "Distributor's gross receipts," and five and four-tenths percent (5.4%) of "Distributor's gross receipts" thereafter.

The foregoing amounts shall include pension and health contributions. Such contributions shall be at the rate provided in and subject to the ceiling and other provisions of Section 34 hereof or the "Pension and Health Plans" provision of the Agreement under which the picture was produced, whichever is applicable.

The term "performer" means those persons covered by this Agreement and includes performers, professional singers, stunt performers, airplane and helicopter pilots, dancers,[5] stunt coordinators[6] and puppeteers, but excludes extra performers and body doubles. The provisions of this Section 5.2 shall not apply with respect to any performer in connection with use in

[5] Only dancers employed under Schedule J of this Agreement are entitled to participate in Supplemental Markets monies.

[6] Stunt coordinators employed under this Agreement are entitled to participate in Supplemental Markets monies. All compensation paid for stunt coordinating services and any other services covered by this Agreement shall be combined in calculating salary units under this provision.

Supplemental Markets if no part of the performer's performance is used in the film as released in Supplemental Markets.

B. Distribution Formula

The amount received by Screen Actors Guild under the formula set forth in Paragraph A. above shall be distributed as follows:

Units will be assigned to performers entitled to participate as follows:

(1) Time Units

With respect to each performer, units for time worked shall be computed as follows:

Each day = one-fifth (1/5) unit
Each week = one (1) unit

No more than five (5) time units may be credited to any performer.

(2) Salary Units

With respect to each performer, units for total compensation received from the film shall be credited as follows:

(a) Day Performer: Each multiple of daily scale equals one-fifth (1/5) unit. A fraction of daily scale when more than one-half (½) shall be credited as another one-fifth (1/5) unit.

(b) All Other Performers: Each multiple of weekly scale equals one (1) unit. A fraction of a multiple, when more than one-half (½) of weekly scale, shall be credited as another weekly unit.

(c) No more than ten (10) salary units may be credited to any performer.

(3) Computation

Each performer shall be credited with the sum of time and salary units as computed above, and each performer will receive that rateable proportion of the monies as the performer's number of units bears to the total number of units for the entire cast.

C. With respect to such pictures made outside of the United States, when part of the cast is composed of performers subject to this Agreement and part of the cast of performers is not subject to this Agreement, then sums payable hereunder shall be prorated based on the proportion which the salaries and the time worked payable to the performers subject to this Agreement bear to the total performers' salaries and time worked for the picture. If records reflecting time worked are not reasonably available, then the aforementioned proration may be based on salaries alone.

D. Definition of Supplemental Markets

The term "Supplemental Markets," as used in this Agreement, means: The exhibition of theatrical motion pictures by means of cassettes (to the limited extent provided in paragraph (l) of this subsection D.), or Pay Television, as those terms are hereafter defined in this subsection D.

(1) Cassettes

For the purposes of this Section, a cassette is any audio-visual device, including, without limitation, cassette, cartridge, phonogram or other similar audio-visual device now known or hereafter devised, containing a theatrical motion picture (recorded on film, disc, tapes or other material) and designed for replay through a television receiver or comparable device. The sale or rental of cassettes for replay through a television receiver or comparable device in the home or in closed-circuit use, such as in hotel rooms, constitutes "Supplemental Markets" for the purposes of this provision, insofar as cassettes are concerned.

(2) Pay Television

The term "pay television," as used in this Section, shall mean exhibition of theatrical motion pictures on a television screen by means of telecast,

cable, closed-circuit, satellite to home or CATV, for which substantially all systems to which the program is licensed meet the following tests:

(a) a separate channel is provided for which the subscriber pays a separate fee (which fee is a major charge relative to other charges made to the subscriber) for that channel;

and/or

(b) the subscriber pays for the motion picture or motion pictures selected (except that a motion picture or motion pictures selected for which only a token charge is made shall not be considered pay television);

and/or

(c) the subscriber pays a fee for an encoded telecast, which fee is a major charge relative to other fees paid for encoded telecasts.

The foregoing tests cover those types of services and systems which exist in the industry today and are commonly understood in the industry today to be pay television services or systems.

The term "pay television," as used in this Section, shall also include the exhibition of theatrical motion pictures through a television receiver or comparable device by means of a telecast, cable, closed-circuit, satellite or CATV for which the viewing audience (whether by the individual viewer or by the hotel, motel, hospital or other accommodation where the viewer is) pays to receive the program by making a separate payment for such specific program. Exhibition in theatres or comparable places by such means is theatrical exhibition and shall not be considered pay television.

The term "Supplemental Markets" does not include the exhibition of a theatrical motion picture by cassette or otherwise over a television broadcast station or in theatrical exhibition and, for this purpose, "theatrical exhibition" includes the educational market, the exhibition of theatrical motion pictures on any commercial carrier (referred to herein as "in-flight"), such as commercial airlines, trains, ships and buses, and other uses which have been traditionally considered theatrical exhibition of theatrical motion pictures, other

than the specific home use hereinabove defined as "Supplemental Markets" for cassettes.

Whenever reference is made in this Section to Pay Television, such reference shall be deemed to include only those uses of theatrical motion pictures as to which a charge is actually made to the subscriber for the program viewed, or for which the subscriber has the option, by additional payment, to receive special programming over one or more special channels. When no program charge or special channel charge is made to the subscriber in addition to the general charge, the transmission of theatrical motion pictures by the CATV or television facility, including programming originated by the CATV or television facility, is free television exhibition for the purposes of this Agreement, and such exhibition shall not be considered Supplemental Markets exhibition.

The Producers have agreed to the inclusion of Pay Television in the "Supplemental Markets" because, under the present pattern of distribution of theatrical motion pictures, Pay Television is supplemental to the primary theatrical market. The Producers reserve the right in future negotiations to contend that the pattern of release has changed so that Pay Television is no longer a Supplemental Market but constitutes or is a part of the primary market of distribution of theatrical motion pictures, and that therefore no additional payment should be made with respect to the release of theatrical motion pictures (including those covered by this Agreement) in said markets. Nothing herein shall limit the scope of negotiations on said subject.

E. Definition of Distributor's Gross Receipts

(1) In applying the formula set forth in subsection A. of Section 5.2, Distributor's gross receipts from the Supplemental Markets (if applicable) shall be included in the formula at one hundred percent (100%) of the Distributor's gross received from Supplemental Markets after June 30, 1979.

(2) For purposes of calculating Supplemental Market fees due under this Section 5.2 arising from the distribution of theatrical motion pictures to "Pay Television," as defined above," the term "Distributor's gross receipts" shall mean the worldwide total gross receipts derived by the distributor (who may be the Producer or a distributor licensed by the Producer) from licensing the right to exhibit such picture on "pay television," as defined above; provided, however, that in the case of any such picture which is produced outside of the United States, if

such picture is subject to this Agreement and if such production is under an arrangement (herein referred to as a "foreign production deal") pursuant to which a foreign producer or distributor provides or guarantees any of the financing for the production of such picture or furnishes any other consideration for such production and a foreign distributor acquires one or more foreign territories for the distribution of such picture in Supplemental Markets, then no monies from any such distribution in any such foreign territory shall be included in "Distributor's gross receipts" except to the extent such foreign producer or foreign distributor is obligated to account to Producer or to the distributor of such picture for such monies, and except for gross receipts received by such foreign distributor from such distribution in the United Kingdom.

If the distributor of such picture does not distribute such picture directly in Supplemental Markets, but employs a subdistributor to so distribute such picture, then the "Distributor's gross receipts" shall be the worldwide total gross receipts derived by such subdistributor from licensing the right to exhibit such picture in Supplemental Markets. In case of an outright sale of the Supplemental Markets distribution rights for the entire world, or any territory or country, the income derived by the seller from such sale, but not the income realized by the purchaser or licensee of such rights, shall be the "Distributor's gross receipts." If any such outright sale shall include Supplemental Markets exhibition rights and other rights, then (but only for the purpose of the computation required hereunder) the Producer shall allocate to the Supplemental Markets exhibition rights a fair and reasonable portion of the sales price which shall, for the purpose hereof, be the "Distributor's gross receipts." In reaching this determination, Producer may consider the current market value of Supplemental Markets or exhibition rights in comparable motion pictures.

If the Union shall contend that the amount so allocated was not fair and reasonable, such claim may be determined by submission to arbitration as herein provided; and in the event the Arbitrator shall find that such allocation was not reasonable and fair, he shall determine the fair and reasonable amount to be allocated. If the outright sale includes Supplemental Markets distribution rights to more than one (1) motion picture, Producer shall likewise allocate to each such picture a fair and reasonable portion of the sales price of the Supplemental Market and if the Union contends that such allocation is not fair and reasonable, the question may be determined by submission to arbitration as provided herein. If the Arbitrator shall find that such allocation was not fair and reasonable, the Arbitrator shall determine the fair and reasonable amount to be so allocated to

each such picture. Nothing with respect to the price received on the outright sale of only Supplemental Markets distribution rights in a single such picture shall be subject to arbitration except that, in the event of a dispute, there may be arbitrated the question of whether the price reported by the Producer to the Guild as having been received by the Producer on such outright sale is less than the amount actually received by the Producer on such outright sale.

(3) For purposes of calculating Supplemental Markets fees due under this Section 5.2, arising from the distribution of theatrical motion pictures on "cassettes," as defined above, the term "Distributor's gross receipts" is defined as follows:

(a) If the Producer is the Distributor or the Distributor is owned by or affiliated with the Producer, the "Distributor's gross receipts" derived from the distribution of such picture by "cassettes" shall be twenty percent (20%) of the worldwide wholesale receipts derived by the Distributor. In such cases, if the Distributor is also the retailer, a reasonable allocation of the retail gross receipts shall be made as between the Distributor as distributor and the Distributor as retailer, and twenty percent (20%) of the former only shall be deemed to be "Distributor's gross receipts." The reasonableness of such allocation shall be subject to arbitration and, in such arbitration, generally prevailing trade practices in the cassette industry with respect to dealings between non-related companies shall be relevant evidence.

(b) If the Distributor is not the Producer and is not owned by or affiliated with the Producer, the "Distributor's gross receipts" shall be one hundred percent (100%) of the fees received by the Producer from licensing the right to distribute such picture by cassette.

(c) In the case of any such picture which is produced outside of the United States, if such picture is subject to this Agreement and if such production is under an arrangement (herein referred to as a "foreign production deal") pursuant to which a foreign producer or distributor provides or guarantees any of the financing for the production of such picture or furnishes any other consideration for such production and a foreign distributor acquires one or more foreign territories for the distribution of such picture in Supplemental Markets, then no monies from any such distribution in any foreign territory shall be included in "Distributor's gross receipts" except to the extent such foreign producer or foreign distributor is obligated to account to Producer or to the

distributor of such picture for such monies, and except for gross receipts received by such foreign distributor from such distribution in the United Kingdom.

(d) In case of an outright sale of the Supplemental Markets distribution rights for the entire world, or any territory or country, the income derived by the seller from such sale, but not the income realized by the purchaser or licensee of such rights, shall be the "Distributor's gross receipts." If any such outright sale shall include Supplemental Markets exhibition rights and other rights, then (but only for the purpose of the computation required hereunder) the Producer shall allocate to the Supplemental Markets exhibition rights a fair and reasonable portion of the sales price which shall, for the purpose hereof, be the "Distributor's gross receipts." In reaching this determination, Producer may consider the current market value of Supplemental Markets or exhibition rights in comparable motion pictures.

(4) The "Distributor's gross receipts," as that term is used herein, shall not include:

(a) Sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;

(b) Rebates, credits or repayments for cassettes returned (and, in this connection, the Producer shall have the right to set up a reasonable reserve for returns);

(c) Sums required to be paid or withheld as taxes, in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts of such motion picture or on any monies to be remitted to or by the Producer or such other distributor, but there shall not be excluded from "Distributor's gross receipts" any net income tax, franchise tax, or excess profit tax or similar tax payable by the Producer or such Distributor on its net income or for the privilege of doing business;

(d) Frozen foreign currency until the Producer shall either have the right to freely use such foreign currency or Producer or Distributor has the right to transmit to the United States to Producer or Distributor such foreign currency from the country or territory where it is frozen. If such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to United States dollars at the rate of exchange at which such currency was actually

transmitted to the United States as aforesaid or, if not actually transmitted, then at the prevailing free market rate of exchange at the time such right to use or to transmit occurs.

(5) Such gross income realized in foreign currency in any reporting period required hereunder shall be deemed to be converted to United States dollars at the prevailing market rate of exchange at the close of such reporting period, except that when such gross income has actually been transmitted to the United States, it shall be deemed converted to United States dollars at the rate of exchange at which such foreign currency was actually so transmitted.

Frozen foreign currency shall be deemed to be unblocked on the basis of "first-in, first-out," unless otherwise allocated by local foreign fiscal authorities. Allocation of such unblocked funds, as between revenue which serves as the basis of determining payments hereunder and other revenue shall be on a proportional basis, subject to different earmarking by local foreign fiscal authorities.

(6) If any agreement for distribution on free television or (if applicable) in Supplemental Markets or for such foreign territorial sale includes more than one motion picture, the Producer shall allocate a portion of the monies payable under such agreement to each motion picture covered by such agreement. If any distribution agreement or foreign territorial sale agreement includes any two (2) or more of free television rights, Supplemental Markets rights and other rights, the Producer shall allocate a portion of the monies payable under such agreement to each of the rights covered by such agreement. Such allocations shall be for the purpose of determining payments due hereunder, shall be made in good faith and, if so made, shall be binding and conclusive for purposes of this Agreement. If the Union contends that such allocation has not been made in good faith, then such claim shall be submitted to arbitration under Section 9 hereof.

For determination as to the proper allocation, the provisions of this Section 5.2 E.(6) shall not apply to any such agreement relating only to the free television exhibition rights or to Supplemental Markets rights in a single motion picture.

(7) A "non-returnable advance" is to be included in "Distributor's gross receipts" when a theatrical motion picture subject to the Supplemental

Markets provisions of this or any prior Codified Basic Agreement is "available" and "identifiable" and the amount of the advance payment is "ascertainable."

(a) Such theatrical motion picture is "available" when the first of the following occurs:

(i) The product first may be exhibited or otherwise exploited by a specified method of distribution and in a territory under the terms of the applicable license or distribution agreement, or

(ii) It first may be sold or rented by a retailer under the terms of the applicable license or distribution agreement.

Such theatrical motion picture is "identifiable" when the Producer first knows or reasonably should have known that a given motion picture is covered by a particular license or distribution agreement for its exploitation in the applicable market.

(b) The amount of the advance payment is "ascertainable" if:

(i) the advance is for one theatrical motion picture, means of exhibition, and territory, or

(ii) the total amount of the advance is for more than one motion picture, means of exhibition and/or territory, in which case the Producer shall fairly and reasonably allocate such advance among the licensed motion pictures, exhibition markets and/or territorial markets. As each of these pictures becomes identifiable and available, the allocated portion of the non-returnable advance is to be included in the "Distributor's gross receipts" for that quarter. The Producer shall notify the Guild of its allocation when the report of "Distributor's gross receipts" which includes the advance, is to be filed. The Guild has the right to challenge in an arbitration a failure to allocate or any allocation that it contends is not fair and reasonable.

If such theatrical motion picture is available in any territory or by any means of exhibition, and is identifiable and the amount of the advance is ascertainable, but the Producer does not provide the Guild with the information required by this Agreement and applicable law, then the advance shall be deemed

includable in "Distributor's gross receipts" no later than six (6) months after the Producer receives it.

An advance received by a Producer's parent, subsidiary or any other related or affiliated entity or successor-in-interest, or by any other entity to which the advance payment is directed by the Producer or license or distribution agreement, shall be considered as an advance payment received by the Producer.

F. . The provisions of this Section 5.2 shall not apply to the exhibition in Supplemental Markets of trailers or advertising a motion picture by shots, etc., substantially in the nature of a trailer, subject to the limitations provided in Section 18 hereof.

G. Time and Method of Payments

With respect to the initial payment due hereunder for Supplemental Markets use, such payment shall be due and payable within four (4) months after initial exhibition of such motion picture in Supplemental Markets.

All such payments hereunder shall be made by check, payable to the order of the performer entitled thereto, and delivered to the Union for forwarding to such performer. Producer shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation provided for in this Section 5.2. Compliance herewith shall constitute payment to the performer.

In the event Producer fails to pay such additional compensation within ten (10) days from the date of a notice in writing to Producer from the Union, a late payment penalty shall accrue at the rate of one percent (1%) per month from the date of delinquency, except:

(1) For motion pictures produced by Qualified Residual Payors, Qualified Distributors and Qualified Buyers, and motion pictures, the residuals for which are guaranteed or assumed by a Qualified Residual Payor, Qualified Distributor or Qualified Buyer. These motion pictures shall continue to be subject to the rules on payment of liquidated damages set forth in the 1995 Agreement;

(2) For residuals payable in connection with the purchase of libraries. The Producer shall give notice to the Union in such cases. The Producer shall assist the Union in its endeavor to obtain compliance with any residual obligations which accrued prior to the date of the purchase. The Union shall cooperate with the Producer in furnishing records or verifying previous payments to enable the Producer to begin making residual payments accruing on and after the date of the purchase as expeditiously as possible;

(3) For performers omitted from the final cast list. As to these performers, the Producer shall investigate and respond to a claim from the Guild that a performer has been omitted from the cast list with a final position within thirty (30) days following receipt of notice of the claim from the Guild. If, as a result of its investigation, the Producer determines that the performer is owed the residual payment, payment shall also be made within said thirty (30) day period. If payment is due and the Producer fails to pay within the thirty (30) day period, then late payment liquidated damages shall accrue as of the date of the original notice from the Guild initiating the claim.

(4) In the event of *bona fide* disputes. In such event, there will be no late payment charge during the pendency of the dispute provided that the Producer pays the undisputed amount on time.

In no event shall the total late payment penalty with respect to any performer exceed one hundred percent (100%) of the amount owing to such performer.

The foregoing provisions shall not preclude the Producer from recovering an erroneous payment. If there is a dispute over the amount due the performer, and Producer pays the undisputed amount on time, or if there is a *bona fide* dispute as to the Producer's liability therefor, there will be no late payment charge during the pendency of the dispute.

H. Effect of Performer's Individual Contract

When compensation is payable to any performer in connection with any such picture released in Supplemental Markets, pursuant to an individual contract between such performer and Producer, and such compensation is based, in whole or in part, upon a percentage of Producer's gross receipts, then such percentage compensation may be credited against such performer's share of the

monies payable by Producer to SAG hereunder or, on the other hand, such performer's share of the monies payable hereunder may be credited against the percentage compensation due under the performer's personal service contract, depending upon which such payment was made first. Notwithstanding the foregoing, any compensation payable to such performer under an individual contract when such compensation is a specified sum of money commonly known as a "deferment," as distinguished from a participation in the gross of a picture, may not be credited against the monies payable by Producer to SAG hereunder.

I. Reporting

Producer shall furnish to the Guild with respect to each motion picture produced, covered under this Section 5.2, a complete cast list of actors covered by this Agreement including the name of each actor, Social Security number, type of employment contract, length of employment and the payments for Supplemental Markets use which will become payable to or for the account of each actor with respect to such motion picture. Such cast list shall be furnished to the Guild one hundred twenty (120) days after completion of principal photography or ninety (90) days after completion of each such motion picture, whichever is sooner. Producer will thereafter furnish a revised or final list when necessary.

Producer shall furnish to SAG written reports showing the gross receipts from the sale, lease, license and distribution of such picture in Supplemental Markets (whether distributed by the Producer or through another distributor) with respect to which the Producer is required to make payments hereunder. Such reports shall be furnished at least quarterly during each calendar year, except in the case of an outright sale. Concurrently with the furnishing of such report, the Producer shall pay the percentages due. Producer shall also make available for inspection by SAG all distributors' statements delivered to Producer, insofar as they relate to such gross receipts. SAG shall have the right, at reasonable times, to examine the books and records of Producer as to such gross receipts pertaining to such distribution of such pictures. Producer also agrees that any agreement entered into by it for the lease, license or distribution of any such pictures in Supplemental Markets shall contain a provision made expressly for the benefit of SAG and the performers involved in such pictures, by which such lessee, licensee or distributor agrees to assume and pay the percentage amounts payable hereunder to SAG when and as the same become due; and copies of all such provisions contained in such agreements, with a statement of the name and

address of the Producer and the lessee, licensee or distributor and the date of execution, shall be delivered to SAG promptly upon the execution thereof.

An inadvertent failure to comply with the reporting provisions of this Section 5 shall not constitute a default by Producer hereunder, provided said failure is cured promptly after notice thereof from the Screen Actors Guild is received by Producer.

J. Reopening Rights

If the member companies of the Alliance of Motion Picture & Television Producers make a "better deal" with the Directors Guild of America, Inc. or the Writers Guild of America, west, Inc., with reference to payments for the release to "Supplemental Markets" of theatrical motion pictures, the principal photography of which commenced prior to July 1, 1971, the Union shall have the right to reopen this Agreement with respect to that subject (*i.e.*, payment for the release of such theatrical motion pictures to the Supplemental Markets) or to accept the "better deal" on that subject. Any dispute as to whether or not a "better deal" has been made on that subject with either of said Unions shall be subject to arbitration pursuant to Section 9 hereof. In the event that no agreement is reached in such negotiations within a period of thirty (30) days after such reopening, either the Union or the Alliance, on behalf of all its members, may, upon a thirty (30) day written notice to the other party, terminate this Agreement.

5.3 COPYRIGHT ROYALTY TRIBUNAL

Monies received by the Producer from distributions by the Copyright Royalty Tribunal for theatrical motion pictures produced on or after January 1, 1988 shall be subject to the payment formula set forth in Section 5 of this Agreement or the corresponding provisions of prior Codified Basic Agreements.

With respect to a free television motion picture covered under the sideletters waiving the provisions of Section 18(b)(2) and (3) of the Television Agreement (*i.e.*, Sideletters B and B-1), any monies received by the Producer from distributions by the Copyright Royalty Tribunal for such television motion picture shall be included in the numerator of the multiplier contained in the sideletter waiving the provisions of Section 18(b)(2) and (3).

6. RESPONSIBILITY FOR PAYMENTS

With respect to all theatrical motion pictures produced hereunder or under a prior Producer - Screen Actors Guild Codified Basic Agreement, the principal photography of which commenced on or after October 6, 1980 and which are released to free television or which are released to Supplemental Markets, to the extent those motion pictures are not subject to a Distributor's Assumption Agreement executed before July 1, 2001, the following provisions shall be applicable:

A. Distributor's Assumption Agreement -- Television and Supplemental Markets

Prior to the commencement of principal photography of each such motion picture in which one or more performers covered by this or any prior Agreement renders services, if the Producer is not also the Distributor of such motion picture on free television or in Supplemental Markets (as applicable), Producer shall obtain from the Distributor having such free television distribution rights or Supplemental Markets distribution rights (as applicable) and deliver to SAG a separate written agreement herein called "Distributor's Assumption Agreement," made expressly for the benefit of SAG as representative of the performers involved, by which such Distributor agrees to assume and pay the amounts payable hereunder by reason of the exhibition of such motion picture on free television or in Supplemental Markets (as applicable), when and as the same become due.

In the event such Distributor is a signatory Producer, it shall be deemed automatically bound to such Distributor's Assumption Agreement and delivery and execution of said Assumption Agreement shall not be necessary.

Such agreement shall be substantially in the following form:

DISTRIBUTOR'S ASSUMPTION AGREEMENT

In consideration of the execution of a DISTRIBUTION AGREEMENT between _____("Producer") and the undersigned Distributor, Distributor agrees that the motion picture presently entitled _____ (the "Picture") is subject to the Producer - Screen Actors Guild Codified Basic Agreement of 2001,

1998, 1995, 1992, 1989, 1986, 1983 or 1980 (strike those which are not applicable) ("Basic Agreement") covering theatrical motion pictures and particularly to the provisions of (strike those of the following clauses (1), (2) or (3) which are not applicable):

(1) Section 5 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released to free television, and Section 34 pertaining to applicable pension and health contributions, if any are required;

(2) Section 5.1 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after June 30, 1971 but prior to July 21, 1980 and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions, if any are required;

(3) Section 5.2 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions, if any are required.

Distributor is distributing or licensing the Picture for distribution (select one)

_____ in perpetuity (*i.e.*, for the period of copyright and any renewals thereof)

_____ for a limited term of ____ years

in the following territories and media (indicate those that are applicable):

Territory:

_____ Domestic (the U.S. and Canada, and their respective possessions and territories)

_____ Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

_____ Other (please describe):

Media:

_____ All

_____ Home Video

_____ Pay Television

_____ Free Television

_____ Other (please describe):

_____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Distributor hereby agrees, expressly for the benefit of the Screen Actors Guild, herein called SAG, as representative of the performers whose services are included in the Picture, when the Picture is telecast on free television or exhibited in Supplemental Markets (as applicable), to make the additional compensation payments required thereby, if any, and the pension and health contributions required thereby, if any, with respect to the territories, media and term referred to above as provided in the applicable Sections referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Distributor, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Distributor to license the Picture for exhibition on free television or in Supplemental Markets (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television or in Supplemental Markets (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories, media and term referred to above in accordance with said applicable Sections. It is agreed that

SAG, in addition to all other remedies, shall be entitled to injunctive relief against Distributor in the event such payments are not made.

To the extent that Producer has executed a security agreement and financing statement in SAG's favor in the Picture and related collateral as defined in the SAG-Producer Security Agreement ("SAG Security Interest"), Distributor agrees and acknowledges that Distributor's rights in the Picture acquired pursuant to the Distribution Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the SAG Security Interest. SAG agrees that so long as Residuals with respect to the Picture for the territories, media and term referred to above are timely paid in accordance with said applicable Sections that SAG will not exercise any rights under the SAG Security Interest which would in any way interfere with the rights of the Distributor to distribute the Picture and receive all revenues from such distribution.

SAG further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Distributor's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by SAG's obligations under this Assumption Agreement.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Distributor will furnish or cause to be furnished to SAG a written report showing the gross receipts during the preceding quarter from the distribution of the Picture by Distributor on free television or in Supplemental Markets (as applicable), with respect to which Distributor is required to make payments hereunder, (whether distributed by the Distributor or through another distributor), and showing the date of the first exhibition on television or in Supplemental Markets (as applicable), and whether such exhibition was on network television and, if so, whether in prime time.

Distributor shall also make available for inspection by SAG all Distributor's statements delivered to Producer insofar as they relate to such gross receipts. SAG shall have the right at reasonable times and on reasonable notice to examine the books and records of Distributor as to such gross receipts pertaining to such distribution on free television or in Supplemental Markets (as applicable) of the Picture. If Distributor shall fail to make such payments as and when due and payable, Distributor shall pay late payment damages as specified in Section 5, 5.1 or 5.2, whichever is applicable, of the Basic Agreement.

In the event of any sale, assignment or transfer of Distributor's distribution or exhibition rights in the Picture, Distributor shall remain liable for the Residuals unless Distributor obtains an executed Distributor's Assumption Agreement from such purchaser, assignee or transferee and SAG approves in writing the financial responsibility of the party obtaining such rights. SAG agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. In the event SAG is notified that such purchaser, assignee or transferee is a Qualified Distributor, then the financial responsibility of such purchaser, assignee or transferee shall be deemed automatically approved on the date SAG receives written notice of the assumption of obligations hereunder by the Qualified Distributor. Nothing herein shall release Producer of its obligations under the Basic Agreement or any other agreement between Producer and SAG.

If SAG does not approve in writing the financial responsibility of the party obtaining such rights, this DISTRIBUTOR'S ASSUMPTION AGREEMENT shall remain effective and binding upon Distributor, and Distributor shall be obligated to pay Residuals which accrue during the term for those territories and media for which it was granted distribution rights and all extensions and renewals. Such obligations shall be subject to Section 6.C. of the Basic Agreement. The Distributor shall have the right, at its election, to cause to be immediately submitted to arbitration, pursuant to the provisions of Section 9 hereof, the issue of whether SAG has unreasonably withheld the approval of the financial responsibility of such purchaser, assignee or transferee for payments due hereunder.

Distributor and SAG hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Basic Agreement. Notwithstanding the foregoing, Distributor agrees and acknowledges that SAG is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated, and further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Distributor.

THIS DISTRIBUTOR'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. SAG and Distributor agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Distributor's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Distributor irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, SAG, at its option, may bring a legal action or proceeding outside California under the following circumstances: (a) if Distributor has no principal place of business in California; or (b) whether or not Distributor has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Distributor's assets are located (and Distributor irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). Distributor consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Distributor's general counsel or to Distributor's representative identified below or by first class mail to Distributor when Distributor has not designated a representative or a general counsel, or by any other method permitted by law.

Date _____ _____

("Distributor")

Address: _____

By: _____

_____

Please print name

Title: _____

Distributor's Representative or General Counsel.

_____

An inadvertent failure on the part of any such Distributor to comply with any of the reporting provisions of this subsection A. shall in no event constitute a default by the Producer or such Distributor or a breach of this Agreement, provided that such failure is cured promptly after notice in writing thereof from the Screen Actors Guild.

In the event of the expiration or termination of any distribution agreement, the obligation of Producer to obtain and deliver to SAG such Distributor's Assumption Agreement shall apply as well to any subsequent distribution agreement entered into by Producer, and Producer shall obtain and deliver an executed Distributor's Assumption Agreement within ten (10) days after the execution of each such subsequent distribution agreement.

With respect to any such motion picture produced hereunder, SAG, prior to the commencement of principal photography of such motion picture, may require such financial assurances from Producer as it deems advisable to insure performance of Producer's obligations to pay the Residuals, including without limitation, the execution of security agreements, guarantees or other protective agreements, subject, however, to the following:

If SAG shall require financial assurances from the Producer in the form of a security agreement for a security interest in the Picture, so long as the Residuals are timely paid with respect to all territories, media and term acquired by the Distributor in accordance with Sections 5, 5.1 and/or 5.2 of the Basic Agreement, as applicable, SAG shall not exercise any rights under such security agreement which would in any way interfere with the rights of the Distributor to distribute the Picture and receive all revenues from such distribution, provided that such Distributor has executed and delivered a Distributor's Assumption Agreement to SAG and is in compliance with the terms thereof.

If any "Qualified Distributor" assumes in perpetuity under the Distributor's Assumption Agreement the obligation to pay the Residuals for all territories and media with respect to the Picture or guarantees in a written form satisfactory to SAG all of such obligations thereunder, SAG will release and cause to be discharged of record all such security interests, liens, charges or encumbrances entered into by or obtained from such Producer and will not require

further financial assurances from such Producer; provided, however, the Producer's primary liability as a Producer shall not be released thereby.

If any "Qualified Distributor" acquires rights to distribute the Picture in specific territories and media (but not all territories and media) in perpetuity, and thereby has assumed responsibility for the payment of Residuals for such territories and media so acquired pursuant to the Distributor's Assumption Agreement or guarantees in a written form satisfactory to SAG all of such obligations thereunder, then if the Producer has granted or thereafter grants a security interest in favor of SAG in the Picture and related collateral as defined in the SAG Security Agreement, SAG: (i) agrees to modify the definition of the collateral in the SAG Security Agreement to exclude those territories and media acquired by such Qualified Distributor; and (ii) acknowledges Distributor's continuing rights of full, unlimited but non-exclusive access to and use of any and all physical items and elements relating to the Picture.

If any "Qualified Distributor" acquires rights to distribute the Picture in specific territories and media for a limited period of time, and thereby has assumed responsibility for the payment of Residuals for such term and in such territories and media pursuant to the Distributor's Assumption Agreement or guarantees in a written form satisfactory to SAG all of such obligations thereunder, then any security agreement or security interest obtained by SAG from the Producer in connection with the Picture shall remain in effect, but SAG agrees: (i) to modify the definition of the collateral in the SAG Security Agreement to exclude those territories and media for the term of the rights acquired by Distributor, including renewals and extensions; and (ii) acknowledges Distributor's continuing rights of full, unlimited but non-exclusive access to and use of any and all physical items and elements relating to the Picture.

In addition to those distributors who have been deemed "Qualified" by SAG due to their past bargaining relationship and/or Residuals payment history, the term "Qualified Distributor" shall mean a Distributor who satisfies the requirements set forth in Paragraphs A. and B. below:

A. Distributor has the financial history, liquidity, net earnings before interest, taxes and amortization, assets, and net worth to establish its present and future ability to pay Residuals arising from the exploitation of the SAG Pictures being distributed.

B. The Distributor has been in business for five (5) or more years and has a history of prompt and proper payment of Residuals pursuant to SAG contracts in five (5) consecutive years immediately prior to seeking Qualified Distributor status.

A Qualified Distributor must agree to assume Residuals obligations, or guarantee the payment of Residuals in accordance with the Qualified Distributor's Letter of Agreement, for each Picture produced under a SAG collective bargaining agreement for the territories, media and term for which it has distribution rights and must execute the Qualified Distributor's Agreement.

In the event of a dispute as to qualifications of an applicant for Qualified Distributor status, Producer shall provide such financial assurances as SAG may deem appropriate, which may include, but are not limited to, a security interest in the Picture and related collateral, in which case Distributor shall acknowledge same. Said security interest shall remain effective unless and until it is established by agreement or in an arbitration, pursuant to the arbitration provisions contained in the Basic Agreement, that the applicant Distributor meets the aforementioned requirements for qualification. Such applicant shall have the burden of proof that it satisfies the aforementioned requirements for qualification in any arbitration and shall, upon SAG's request, furnish to SAG all relevant financial or corporate information relating thereto as SAG may reasonably require.

Any information submitted to SAG in order to determine whether a Distributor is entitled to status as a Qualified Distributor shall, at the Distributor's discretion, be subject to reasonable confidentiality arrangements.

In the event that a Qualified Distributor, after notice and a reasonable opportunity to cure, generally fails to report and/or pay Residuals when they are due or generally fails to pay obligations to creditors when they become due or in the event a petition is filed under the Bankruptcy Code by or against a Qualified Distributor, SAG shall have the right to terminate the Distributor's Qualified Distributor status. The Distributor shall have the right to invoke the arbitration procedures described above to challenge such termination. Pending the resolution

of such challenge, the Qualified Distributor's status shall be considered terminated. SAG agrees that it will not terminate a Qualified Distributor's status when there is a *bona fide* dispute as to whether Residuals are due, or a *bona fide* dispute as to the amount of Residuals due to SAG, if the Distributor has otherwise timely reported and paid Residuals. In addition to the above, if a SAG audit conducted pursuant to the Codified Basic Agreement or other financial information discloses that the Qualified Distributor no longer meets the aforementioned standards for qualification, SAG may initiate an arbitration pursuant to the Basic Agreement to terminate the Qualified Distributor's status.

B. Buyer's Assumption Agreement

If the Producer shall sell, transfer or assign its rights to exhibit on free television any of the motion pictures produced hereunder or under a prior Producer - Screen Actors Guild Codified Basic Agreement, the principal photography of which commenced on or after October 6, 1980, or its rights to distribute in Supplemental Markets any of the motion pictures produced hereunder or under a prior Producer - Screen Actors Guild Codified Basic Agreement, the principal photography of which commenced on or after October 6, 1980, in which one (1) or more performers covered by the Basic Agreement renders services, to the extent those motion pictures are not subject to a Buyer's Assumption Agreement executed before July 1, 2001, it shall obtain from such buyer, transferee or assignee a separate agreement, made expressly for the benefit of Screen Actors Guild as representative of the performers involved, requiring such buyer, transferee or assignee to comply with the provisions of this Agreement with respect to additional compensation to performers and pension and health contributions by reason of the exhibition of such motion pictures on free television or the distribution of such motion pictures in Supplemental Markets (as applicable), when and as the same become due. Such agreement shall be in substantially the following form:

BUYER'S ASSUMPTION AGREEMENT

For valuable consideration, the undersigned _____

_____

(INSERT NAME OF BUYER, TRANSFEREE OR ASSIGNEE)

(hereinafter referred to as "Buyer") hereby agrees with _____

_____

(INSERT NAME OF PRODUCER)

that each motion picture covered by this agreement ("the Picture") identified in the attached Exhibit "A") is subject to the Producer - Screen Actors Guild Codified Basic Agreement of 2001, 1998, 1995, 1992, 1989, 1986, 1983 or 1980 (strike those which are not applicable) (hereinafter "Basic Agreement") covering theatrical motion pictures and particularly to the provisions of (strike those of the following clauses (1), (2) or (3) which are not applicable):

(1) Section 5 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released to free television and Section 34 pertaining to applicable pension and health contributions;

(2) Section 5.1 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after June 30, 1971 but prior to July 21, 1980, and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions.

(3) Section 5.2 thereof, pertaining to additional compensation payable to performers when theatrical motion pictures, the principal photography of which commenced after October 6, 1980 and which are covered by said Section, are released in Supplemental Markets and Section 34 pertaining to applicable pension and health contributions.

Buyer is purchasing rights in the following territories and media (indicate those that are applicable):

Territory:

_____ Domestic (the U.S. and Canada, and their respective possessions and territories)

_____ Foreign (the world excluding the U.S. and Canada and their respective possessions and territories)

_____ Other (please describe):

Media:

_____ All

_____ Home Video

_____ Pay Television

_____ Free Television

_____ Other (please describe):

_____ See description, attached hereto as Exhibit "A" and incorporated herein by reference.

Buyer hereby agrees, expressly for the benefit of the Screen Actors Guild, hereinafter called SAG, as representative of the performers whose services are included in the Picture when telecast or when exhibited in Supplemental Markets (as applicable), to assume and be bound by Producer's obligation thereunder to make the additional compensation payments required thereby, if any, with respect to the territories and media referred to above and the pension and health contributions required thereby, if any, as provided in the applicable.Section(s) referred to hereinabove (all such payments are collectively hereinafter referred to as "Residuals"). Buyer, for and on behalf of the Producer, shall make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

It is expressly understood that the right of Buyer to license the Picture for exhibition on free television or in Supplemental Markets (as applicable), or to exhibit or cause or permit the Picture to be exhibited on free television or in Supplemental Markets (as applicable), shall be subject to and conditioned upon the prompt payment of Residuals with respect to the territories and media referred to above in accordance with said applicable Section(s). It is agreed that SAG, in addition to all other remedies, shall be entitled to injunctive relief against Buyer in the event such payments are not made.

To the extent that Producer has executed a security agreement and financing statement in SAG's favor in the Picture and related collateral as defined in the SAG-Producer Security Agreement ("SAG Security Interest"), Buyer agrees and acknowledges that Buyer's rights to the Picture acquired pursuant to the Purchase Agreement (to the extent those rights are included in the collateral covered by the Security Agreement) are subject and subordinate to the SAG Security Interest. Buyer further agrees to execute a security agreement, mortgage of copyright, UCC-1, and other UCC documentation and any other document required under the Basic Agreement or necessary or desirable in SAG's discretion to continue the SAG Security Interest. SAG agrees that so long as Residuals with respect to the Picture for all the territories and media referred to above are timely paid in accordance with said applicable Section(s), that SAG will not exercise any rights under the SAG Security Interest which would in any way interfere with the rights of the Buyer to distribute the Picture and receive all revenues from such distribution.

SAG further agrees that if it exercises its rights as a secured party, it will dispose of collateral which encompasses any of Buyer's rights or interests in, or physical items relating to, the Picture, only to a transferee which agrees in writing to be bound by SAG's obligations under this Assumption Agreement.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Buyer will furnish or cause to be furnished to SAG a written report showing the gross receipts during the preceding quarter from the distribution of the Picture by Buyer on free television or in Supplemental Markets (as applicable) with respect to which Buyer is required to make payments hereunder (whether distributed by

Buyer or through another distributor), and showing the date of the first exhibition on television or in Supplemental Markets (as applicable), and whether such exhibition was on network television and, if so, whether in prime time.

Buyer shall also make available for inspection by SAG all distributor's statements delivered to Buyer insofar as they relate to such gross receipts. SAG shall have the right at reasonable times to examine the books and records of Buyer as to such gross receipts pertaining to such distribution on free television or in Supplemental Markets (as applicable) of the Picture. If Buyer shall fail to make such payments as and when due and payable, Buyer shall pay late payment damages as specified in Section 5, 5.1 or 5.2, whichever is applicable, of the Basic Agreement.

In the event of any sale, assignment or transfer of Buyer's distribution or exhibition rights in the Picture, Buyer shall remain liable for the Residuals, with respect to the territories, media and term referred to above, unless Buyer obtains an executed Buyer's Assumption Agreement and other documents required by SAG from such purchaser, assignee or transferee and SAG approves in writing the financial responsibility of the party obtaining such rights. SAG agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee. Nothing herein shall release the Producer of its obligations under any other agreement between Producer and SAG relating to the Picture, unless the Producer has been relieved of liability pursuant to the provisions of this Section 6.B.

If SAG does not approve in writing the financial responsibility of the party obtaining such rights, this Buyer's Assumption Agreement shall remain effective and binding upon Buyer.

Buyer and SAG hereby agree that all disputes based upon, arising out of or relating to this Assumption Agreement, other than SAG's entitlement to injunctive or other equitable relief, shall be submitted to final and binding arbitration in accordance with the arbitration provisions contained in the Basic Agreement. Notwithstanding the foregoing, Buyer agrees and acknowledges that SAG is not precluded by this or any other provision of this Assumption Agreement from obtaining from a court injunctive relief or any other legal remedy at any time prior to arbitration or issuance of an

arbitration award. The right to obtain injunctive relief from a court shall be applicable whether an arbitration proceeding has or has not been initiated, and further, without limitation, shall be applicable in conjunction with a proceeding to confirm and enforce an arbitration award against Buyer.

THIS BUYER'S ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, AS THE SAME WOULD BE APPLIED BY A FEDERAL COURT IN CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. SAG and Buyer agree that any arbitration or legal action or proceeding brought to interpret or enforce the provisions of this Buyer's Assumption Agreement (including an action to compel arbitration or a petition to vacate an arbitration award) shall be held or brought in Los Angeles County, California, and Buyer irrevocably submits to the jurisdiction of the federal and state courts therein. Notwithstanding the foregoing, SAG, at its option, may bring a legal action or proceeding outside California under the following circumstances: (a) if Buyer has no principal place of business in California; or (b) whether or not Buyer has a principal place of business in California, to enforce or execute upon an arbitration award or court order or judgment, in any jurisdiction in which Buyer's assets are located (and Buyer irrevocably submits to the jurisdiction of the courts of such places for purposes of such execution or enforcement). Buyer consents to service of process by personal delivery or by certified or registered mail, return receipt requested, to Buyer's general counsel or to Buyer's representative identified below or by first class mail to Buyer when Buyer has not designated a representative or a general counsel, or by any other method permitted by law.

DATE _____

BUYER _____

ADDRESS _____

BY _____

BUYER'S REPRESENTATIVE OR GENERAL COUNSEL _____

The Producer agrees to deliver to SAG an executed copy of the above referred to Buyer's Assumption Agreement within thirty (30) days after the sale, assignment or transfer of such motion picture, with the name and address of the purchaser or assignee.

Any inadvertent failure on the part of the Buyer to comply with any of the reporting provisions of this subsection B. shall in no event constitute a default by the Producer or such Buyer or a breach of this Agreement, provided that such failure is cured promptly after notice in writing thereof from the Screen Actors Guild.

Upon delivery of such Buyer's Assumption Agreement and other documents from Buyer required under this Assumption Agreement and on condition that SAG approves in writing the financial responsibility of the purchaser, assignee or transferee, Producer shall not be further liable for the keeping of any such records, or for the payment of Residuals in accordance with said applicable Section, it being agreed that the purchaser, assignee or transferee shall solely be liable therefor.

SAG agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee, it being further agreed that if SAG, within twenty-one (21) days of receipt of written notice of any such sale, assignment or transfer, has not advised the Producer that it disapproves the financial responsibility of such purchaser, assignee or transferee, SAG will be deemed to have approved the financial responsibility thereof. If any such purchaser, assignee or transferee is a Qualified Buyer, then the financial responsibility of such purchaser, assignee or transferee shall be deemed automatically approved. In the event SAG advises the Producer within such twenty-one (21) day period that it disapproves the financial responsibility of any such purchaser, assignee or transferee and Producer disputes such disapproval, the Producer shall have the right, at its election, to cause to be immediately submitted to arbitration, pursuant to the provisions of Section 9 hereof, the issue of whether SAG has unreasonably withheld the approval of the financial responsibility of such purchaser, assignee or transferee for payments due hereunder.

To the extent that Producer has granted a security interest in favor of SAG in the Picture and related collateral as defined in any SAG Security

Agreement, Buyer's rights in the Picture acquired pursuant to the Purchase Agreement shall be subject to the following:

So long as the Buyer timely pays Residuals for the Picture with respect to all territories and media in which Buyer has distribution rights in accordance with Section 5, 5.1 and/or 5.2 of the Basic Agreement, as applicable, SAG shall not exercise any rights under such security agreement which would in any way interfere with the rights of the Buyer to distribute the Picture and receive all revenues from such distribution, provided that such Buyer has executed and delivered a Buyer's Assumption Agreement to SAG and is in compliance with the terms thereof.

If any "Qualified Buyer" assumes in perpetuity under the Buyer's Assumption Agreement the obligation to pay the Residuals for all territories and media with respect to the Picture or guarantees in a written form satisfactory to SAG all of such obligations thereunder, SAG will release and cause to be discharged of record all such security interests, liens, charges or encumbrances entered into or obtained from such Producer and will not require further financial assurances from such Producer.

If any "Qualified Buyer" acquires rights to distribute the Picture in specific territories and media (but not all territories and media) in perpetuity, and thereby has assumed responsibility for the payment of Residuals for such territories and media so acquired pursuant to the Buyer's Assumption Agreement or guarantees in a written form satisfactory to SAG all of such obligations thereunder, then if the Producer has granted a security interest in favor of SAG in the Picture and related collateral as defined in the SAG Security Agreement, SAG: (i) agrees to modify the definition of the collateral in the SAG Security Agreement to exclude those territories and media acquired by such Qualified Buyer; and (ii) acknowledges Buyer's continuing rights of full, unlimited but non-exclusive access to and use of any and all physical items and elements relating to the Picture.

In addition to those buyers who have been deemed "Qualified" by SAG due to their past bargaining relationship and/or Residuals payment history, the term "Qualified Buyer" shall mean a Buyer who satisfies the requirements set forth in Paragraphs A. and B. below:

A. Buyer has the financial history, liquidity, net earnings before interest, taxes and amortization, assets, and net worth to establish its present and future ability to pay all Residuals arising from the exploitation of the SAG Pictures being distributed.

B. The Buyer has been in business for five (5) or more years and has a history of prompt and proper payment of Residuals pursuant to SAG contracts in five (5) consecutive years immediately prior to seeking Qualified Buyer status.

A Qualified Buyer must agree to assume Residuals obligations, or guarantee the payment of Residuals in accordance with the Qualified Distributor's Letter of Agreement, for each Picture produced under a SAG collective bargaining agreement for the territories and media for which it has distribution rights and must execute the Qualified Buyer's Agreement.

In the event of a dispute as to qualifications of an applicant for Qualified Buyer status, Producer shall provide such financial assurances as SAG may deem appropriate, which may include, but are not limited to, a security interest in the Picture and related collateral, in which case Buyer shall acknowledge same. Said security interest shall remain effective unless and until it is established by agreement or in an arbitration, pursuant to the arbitration provisions contained in the Basic Agreement, that the applicant Buyer meets the aforementioned requirements for qualification. Such applicant shall have the burden of proof that it satisfies the aforementioned requirements for qualification in any arbitration, and shall, upon SAG's request furnish to SAG all relevant financial or corporate information relating thereto as SAG may reasonably require.

Any information submitted to SAG in order to determine whether a Buyer is entitled to status as a Qualified Buyer shall, at the Buyer's discretion, be subject to reasonable confidentiality arrangements.

In the event a Qualified Buyer, after notice and a reasonable opportunity to cure, generally fails to report and/or pay Residuals when they are due or generally fails to pay obligations to creditors when they become due or in the event a petition is filed under the Bankruptcy Code by or against a Qualified Buyer, SAG shall have the right to terminate the buyer's Qualified Buyer status. The Buyer shall have the right to invoke the arbitration procedures described above to challenge such termination. Pending the resolution of such challenge, the Qualified Buyer's status shall be considered terminated. SAG agrees that it will not terminate a Qualified Buyer's status when there is a *bona fide* dispute over whether Residuals are due to SAG, or a *bona fide* dispute as to the amount of Residuals due to SAG, if the Distributor has otherwise timely reported and paid Residuals. In addition to the above, if a SAG audit conducted pursuant to the Codified Basic Agreement or other financial information discloses that the Qualified Buyer no longer meets the aforementioned standards for qualification, SAG may initiate an arbitration pursuant to the Basic Agreement to terminate the Qualified Buyer's status.

C. Distributor's Liability

With respect to any such motion picture, the principal photography of which commenced on or after October 6, 1980 in which one (1) or more performers covered by the Basic Agreement renders services, the following provisions shall be applicable to the Distributor of such motion picture for telecasting on free television or (if applicable) for distribution in Supplemental Markets:

When the Distributor has provided or guaranteed any of the financing for the production of such motion picture, the Distributor shall be obligated to pay all Residuals which accrue under Section 5, 5.1 or 5.2 (as applicable) during the term and in the territories and media for which it was granted distribution rights, including renewals and extensions, notwithstanding the termination of such distribution agreement or any foreclosure of a chattel mortgage, security agreement, pledge or lien on such motion picture. In the case of foreclosure, should such mortgagee, pledgee or security holder or a third party, who is neither the Producer nor Distributor, acquire title to such motion picture and execute the Buyer's Assumption Agreement and other documents customarily required by SAG and, upon condition that SAG, at its discretion, approves in writing such purchaser's financial responsibility, then, when the Distributor ceases to be the

Distributor of such motion picture for telecasting on free television or (if applicable) for distribution in Supplemental Markets, the Distributor shall thereupon be released from any and all further obligations under said Section 5, 5.1 or 5.2, as the case may be, with respect to such motion picture. Should any third party (other than in connection with any such foreclosure) acquire the rights of such Distributor to the distribution of such motion picture on free television or (if applicable) in Supplemental Markets and execute a Distributor's Assumption Agreement pursuant to which it is liable in perpetuity to make the payments under said Section 5, 5.1 or 5.2, as the case may be, then, upon condition that SAG, in its discretion, approves such third party's financial responsibility, such Distributor shall thereupon be released from any and all further obligations under said Section 5, 5.1 or 5.2, as the case may be, with respect to such motion picture. In any event, such Distributor shall not be liable for the payment of any television fees or Supplemental Markets use payments or pension and health contributions based on monies received by a foreign distributor under a "foreign production deal," as defined in Section 5.1, 5.2 E.(2) and 5.2 E.(3)(c), with respect to which such foreign distributor or independent producer is not obligated to account to such Distributor.

D. Acquisition of Title by Producer

If Producer was not the actual producer of such picture which was produced by a Union signatory, but acquired title thereto by purchase, assignment, transfer, voluntary or involuntary, or by foreclosure of a chattel mortgage or security agreement or a pledgee's sale, Producer shall nevertheless be obligated to make the payments herein provided when such picture is exhibited on free television or (if applicable) in Supplemental Markets, unless such payment required hereunder has already been paid.

E. Financing-Distribution Agreement by Producer

The obligation of the signatory Producer hereunder with respect to the payments provided for in Section 5 or 5.2, as the case may be, shall also apply to motion pictures, the principal photography of which commenced on or after October 6, 1980 and in which performers covered by the Basic Agreement render services, produced by an independent producer under a contract between the signatory Producer and such independent producer for the production of such motion picture, and for the financing and distribution thereof by the signatory Producer. However, such signatory Producer shall not be liable for the payment of

any television fees, Supplemental Markets use payments, or pension and health contributions, if any are required, based on monies received by a foreign distributor under a foreign production deal, as defined in Section 5.2 E.(2) and 5.2 E.(3)(c) with respect to which such foreign distributor or such independent producer is not obligated to account to such signatory Producer; nor shall such signatory Producer be obligated to obtain any Distributor's Assumption Agreement from any foreign distributor referred to in said Section 5.2 E.(2) and 5.2 E.(3)(c) except if such foreign distributor is obligated to account to such signatory Producer pursuant to Section 5.2 E.(2) and 5.2 E.(3)(c) with respect to monies as therein provided.

F. Producer Liability

It is expressly understood and agreed that Producer shall in all events remain bound hereunder to make the payments due by reason of the exhibition of each picture on free television or (if applicable) in Supplemental Markets, irrespective of the assumption of such liability by any other person, firm or company, as hereinabove provided, except as otherwise expressly provided in this Agreement.

G. Failure to Deliver Assumption Agreement

The failure of Producer to obtain and deliver an executed assumption agreement, as provided in Sections 6.A. and 6.B. hereof, shall be deemed a substantial breach of this Agreement.

H. Producer's Dissolution

If Producer dissolves and is no longer in the business of producing motion pictures and if a Distributor assumes all of the obligations of the Producer under Section 5 or 5.2, whichever is applicable, and the financial responsibility of the Distributor is approved by the Union in its discretion, then Producer shall thereupon be released of any obligation with respect to any payments due hereunder.

I. Network and Television Stations

No television network, station, sponsor or advertising agency shall be required to execute any Distributor's Assumption Agreement under Section 6.A.

hereof or Buyer's Assumption Agreement under Section 6.B., except if it is the distributor of such motion picture on free television or (if applicable) in Supplemental Markets or the buyer of the Producer's free television rights or (if applicable) Supplemental Markets rights in such motion picture.

J. Notice to Union

On written request by the Union, Producer shall promptly notify the Union, in writing, whether it has entered into a distribution or a financing and distribution agreement with an independent producer with respect to a particular motion picture or pictures.

6.1 RESIDUALS AUDITS

With regard to audits conducted by the Guild, sometimes in conjunction with other labor organizations, the Producer shall provide access to its books and records which pertain to its obligation under this Agreement or the Television Agreement to pay residuals. Such documents shall be made available for the audit at the Producer's business offices or other place or places where such records are customarily kept.

In connection with such an audit, the Producer shall be deemed to have asserted that license agreements or other business records contain highly sensitive, competitive, confidential and proprietary information. Without the Guild conceding that such assertions are necessarily appropriate in all instances, the Guild and the Producers agree as follows:

Prior to the date of audit entry, the Guild will designate its employees, officers, directors or agents (hereinafter "representatives") to act as liaisons with the auditors and provide the representatives' names and positions to the Producer. The Guild's representatives will be persons with a need to know audit-related information.

The Guild also will agree on its own behalf, and will obtain from its auditors and other representatives their agreement, not to divulge information from such license agreements or other business records, or copies of them, to persons other than Guild representatives except: (i) to review, investigate or enforce claims against the audited Producer arising under this Agreement or the Television Agreement or applicable law, (ii) pursuant to legal process, or (iii) after obtaining

the Producer's consent, which will not be unreasonably withheld. Any notes taken and/or workpapers prepared by the auditors also shall be subject to these provisions; however, the Guild may assert a claim of privilege as to such notes and/or workpapers.

Employees and representatives of the Guild may in their discretion discuss the audit findings, including the Producer's position, if known, with SAG-represented performers. By doing so, the Guild would not be violating a duty of confidentiality, if any, owed to the Producer so long as the Guild's communications are related to its obligation to review, investigate or enforce claims against the audited Producer arising under the Codified Basic Agreement or Television Agreement or applicable law, pursuant to legal process, or after obtaining the Producer's consent, which will not be unreasonably withheld.

If the Guild is required by legal process to disclose information obtained in a residuals audit, the Guild shall provide prompt written notice to the Producer to permit the Producer to object or to seek an appropriate protective order.

At the election of the Producer, the auditors and other Guild representatives shall be required to sign an agreement duplicating the confidentiality provisions in the preceding paragraphs of this Section, but without any modifications to these provisions unless consented to by the Guild.

In consideration of the foregoing agreements in this Section, the Producer agrees not to require the Guild or its auditors or representatives to execute any other agreement relating to confidentiality as a condition of granting access to its business records.

The foregoing provisions of this Section shall not apply to residuals audits conducted by the Guild for which (1) the date of audit entry is prior to July 1, 2001, and (2) there is a written confidentiality agreement executed by the Producer, the Guild and/or its auditors.

7. THEATRICAL MOTION PICTURES, THE PRINCIPAL PHOTOGRAPHY OF WHICH COMMENCED PRIOR TO FEBRUARY 1, 1960

As to all theatrical motion pictures, the principal photography of which commenced prior to February 1, 1960, the Union does not and will not make any claim for compensation for the exhibition of such motion pictures on television.

8. ORIGINAL EMPLOYMENT - PAY TELEVISION, VIDEODISC/ VIDEOCASSETTE MARKETS

The provisions applicable to the employment of performers on entertainment programs of the type historically produced under the SAG Agreement when produced primarily for the pay television and/or the videodisc/videocassette markets appear in Section 78 of the Television Agreement.

9. ARBITRATION

Disputes shall be arbitrable only as hereinafter in this Section set forth.

A. Disputes involving or relating to injunctive relief are not arbitrable.

B. Disputes involving or relating to the right of termination of a performer's individual employment contract are not arbitrable (1) except with respect to day performers, stunt performers, stunt coordinators, airplane pilots, singers, dancers employed under Schedule J, puppeteers, body doubles and freelance performers whose guaranteed compensation is less than $100,000 per picture and $10,000 a week, and (2) except as provided in subsection C.(4)(a) below.

C. Individual Disputes between Performer and Producer

Subject to the provisions of subsections A. and B. above and subsection E. below, only the following disputes between a performer and Producer are arbitrable:

(1) As to a day performer, stunt performer, stunt coordinator, airplane pilot, singer, dancer employed under Schedule J, puppeteer, body double

or either a freelance performer or a multiple-picture performer whose guaranteed compensation is less than $100,000 per picture and $10,000 per week, the issue of whether a contract was entered into and any dispute involving the interpretation, performance, non-performance or an alleged breach of a term or condition of the performer's contract, including claims for compensation at scale or overscale, and all disputes arising under the applicable terms of the collective bargaining agreement relating to such performer;

(2) As to a contract performer receiving a weekly rate of compensation up to and including $8,000 per week, any dispute arising under the applicable terms of the collective bargaining agreement relating to such performer and any dispute arising under the performer's individual employment contract concerning the payment of compensation at scale or overscale;

(3) As to all performers not expressly covered in (1) and (2) above, and except as provided in paragraph (4)(a) of this subsection C., only disputes arising under the applicable terms of the collective bargaining agreement shall be arbitrable. Except as provided in said paragraph (4)(a), disputes arising under the individual employment contract of such performers, including claims for compensation therein provided, shall not be arbitrable;

(4) With respect to contract performers receiving $8,000 per week or less, multiple-picture performers guaranteed less than $100,000 per picture and $10,000 per week, and freelance performers guaranteed less than $100,000 for the picture and $10,000 per week, the following provisions shall apply when a dispute as to any such performer arising under his individual employment contract or the collective bargaining agreement involves both a claim of compensation and the issue of termination:

(a) When the Producer claims to have terminated or seeks a termination of the performer's individual employment contract: (i) if the total amount of money claimed by the performer is under $250,000, the entire dispute shall be arbitrable, it being agreed that the performer's entire claim shall be presented in a single arbitration; (ii) if the total amount of money claimed by the performer is $250,000 or over, the dispute shall not be arbitrable, in whole or in part.

(b) When the performer claims to have terminated or seeks a termination of his individual employment contract, the dispute shall not be arbitrable, in whole or in part.

(c) If either party claims to have terminated or seeks a termination of the performer's individual employment contract, such party shall so notify the other, in writing, at any time prior to the expiration of the ten (10) days following delivery of the written statement of grievance provided for in subsection E.(3) of this Section.

D. Disputes between Union and Producer

(1) Starting Date - Freelance Performers

Any dispute between the Union and any Producer with respect to the issuance of any waiver referred to in the provisions of Section 4.C. of Schedules B and C of this collective bargaining agreement shall be determined, at the request of either party, by arbitration.

(2) "Phantom Stages"

The Union has heretofore, upon request, issued waivers permitting the giving of weather-permitting calls for work on certain stages, such as the so-called "Phantom Stage" at Universal City Studios where rain, wind or hail rendered sound recording unusable. Similarly, waivers have been granted authorizing weather-permitting calls when caused by fog, wind, rain or hail on uncovered, tarpaulin-covered or open structures. It is agreed that weather-permitting calls within the limits provided by the Agreement may be given to performers on such or similar stages and on open or uncovered structures when the making of usable sound track is rendered impossible because of rain, wind or hail, or when usable photography on an uncovered structure is rendered impossible by fog, wind, rain or hail. Disputes which may arise hereunder are subject to arbitration.

(3) All disputes between the Union and a Producer as to the interpretation of this collective bargaining agreement shall be arbitrable.

E. Any dispute described in Section B. or C. above shall be arbitrable only if the amount in controversy on a per performer, per project, per dispute basis

is $250,000 or less; if the amount in controversy on a per performer, per project, per dispute basis is more than $250,000, the dispute shall not be arbitrable, in whole or in part. Any dispute described in Section D. above, other than a dispute over residuals, shall be arbitrable only if the amount in controversy is $250,000 or less; if the amount in controversy is more than $250,000, the dispute shall not be arbitrable, in whole or in part. There shall be no monetary limit on the amount in controversy in connection with disputes over residuals under Section D. above.

Any performer whose dispute involves an amount in controversy which exceeds the monetary limits set forth in Section B., C. or E. above may waive his/her claim to those amounts exceeding the limitations in order to make the claim subject to arbitration. If the performer does so waive the excess amount, arbitration shall be the exclusive remedy for such claim and the performer shall waive the right to commence court proceedings.

No performer shall be permitted to split a claim in order to come within the foregoing arbitration limits.

F. Procedure

(1) Whenever any dispute arises which is arbitrable under the provisions of this Agreement, a representative of the Union and a representative of the Producer involved shall meet within ten (10) days after a request is made for conciliation by either party and endeavor to conciliate such dispute.

The filing of a formal claim by the Union or the Producer shall be deemed an automatic request for conciliation.

Claims hereunder (other than residuals claims, claims concerning screen credit, and claims for upgrades of extra performers) shall be filed not later than the later of: (i) six (6) months after the occurrence of the facts upon which the claim is based; or (ii) within six (6) months after the employee or the Guild, or the Producer, as the case may be, has had a reasonable opportunity to become aware of the occurrence. Otherwise, such claims shall be deemed waived. The time period for filing claims shall be tolled while discussions to resolve the matter are taking place between the Producer and the performer's agent.

Claims concerning screen credit (Section 25) must be filed within one (1) year after the first theatrical release of a theatrical film or within one (1) year of the first television broadcast of a television film.

Residuals claims shall be filed not later than the later of: (i) one (1) year after the occurrence of the facts upon which the claim is based; or (ii) within one (1) year after the employee or the Guild, or the Producer, as the case may be, has had a reasonable opportunity to become aware of the occurrence.

Claims for the upgrade of background actors shall be filed not later than three (3) months after the occurrence of the facts on which the claim is based.

(2) In the event Producer has authorized an employer association to represent Producer, Producer shall have the right to have a representative of the appropriate employer association present at such conciliation.

(3) In the event of a failure to settle the dispute under the applicable procedure provided above, or if a party fails or refuses to meet after a request for conciliation, then, in either of such events, the Union or Producer shall deliver to the other a written demand for arbitration setting forth the material facts concerning the dispute.

The demand for arbitration shall be filed not later than one (1) year after the date of filing of the grievance. A demand for arbitration may be filed prior to initiation or conclusion of the conciliation proceeding if it reasonably appears that the conciliation proceedings will not be concluded in sufficient time to permit the arbitration proceeding to be commenced in time.

The demand for arbitration shall be served upon the other party by first class mail addressed to the representative of the Union or the Producer designated to receive such service at such party's last-known address or by personal service within or without the state where the proceeding is to be held. The other party may file a written reply within ten (10) days following the delivery of the demand for arbitration.

The arbitrator shall be selected within fifteen (15) days of the date the arbitration demand is served from a predetermined list of eleven (11) arbitrators mutually agreed upon by the Guild and the AMPTP. The Guild and the

AMPTP have agreed upon a panel of arbitrators for Los Angeles and a panel of arbitrators for New York.

The parties shall attempt to mutually agree upon an arbitrator to hear and determine the dispute. If the parties cannot agree upon the arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. A coin toss shall determine the party who is to strike first. The arbitrator who is left shall be appointed as the arbitrator in the proceedings.

In the event that the Producer fails to participate in the selection process and the Producer is a member of an employer association, the Guild will contact the association, which will participate in the selection process on behalf of the Producer within ten (10) days of notification from the Guild. In those instances in which the employer association fails to select on behalf of the Producer or in which the Producer who is not a member of an employer association fails to participate in the selection process, the Guild may unilaterally select the arbitrator from the panel. The Producer shall unilaterally select the arbitrator from the panel if the Guild fails to participate in the selection process.

The arbitration hearing will be commenced within sixty (60) days of the date that the arbitrator is selected. The arbitration award will be issued within thirty (30) days of the date of submission.

All of the time periods herein may be extended in any particular case upon the written agreement of the parties.

Nothing herein contained shall be deemed to deprive any party of the right to assert at any time and in any proceeding, or otherwise, that the matter in question was not arbitrable hereunder.

(4) All arbitrations hereunder, which are not instituted by Producer, shall be brought by and in the name of the Screen Actors Guild, Inc., whether such arbitration is on its own behalf or on behalf of a performer and, in the latter case, the Union may, but shall not be required to, represent the performer. The Union may, however, in its discretion, permit a performer to bring an arbitration in the name of the performer. It shall, however, be solely within the discretion of the Union whether or not the claim of a performer shall be brought to arbitration.

(5) The cost and expenses of the arbitrator shall be shared equally by the Union and the Producer involved.

(6) The arbitrator's decision and award shall be in writing and shall be final and binding on the Producer, the Union, the performer or performers involved and, when applicable, the performer's loan-out company.

(7) The arbitrator shall only have authority to determine the dispute presented by the written demand for arbitration, and then only to the extent and in the manner as expressly provided by the applicable provisions of this collective bargaining agreement, as limited by the provisions of this Section 9. The arbitrator shall have no power or authority to make a finding or an award relating to the termination or right of termination of an individual employment contract of a performer, except as otherwise expressly provided in this Section 9. Nor shall the arbitrator have any power or authority to make a finding or award for or against injunctive relief. Nor shall the arbitrator have any power or authority to reform any contract involved in the arbitration.

(8) Termination or expiration of this collective bargaining agreement shall not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising during the term of this Agreement.

G. Recognizing that, in some cases, a dispute may involve one or more matters which are arbitrable hereunder, and one or more matters which are not arbitrable hereunder, it is agreed that no award in an arbitration hereunder shall affect, be used or be admissible in any other action or proceeding relating to matters which are not arbitrable hereunder; and no judgment or order in any other action or proceeding shall affect, be used or be admissible in any arbitration hereunder, but it is expressly agreed that an arbitration award made in accordance with the provisions of this Section 9 shall not be affected by any court action or proceeding; but nothing herein shall preclude any court of competent jurisdiction from confirming, setting aside, or modifying any arbitration award hereunder, in any proceeding brought for any such purpose, in accordance with applicable law.

H. In no case may any arbitration hereunder or any award therein affect any rights of the Producer or performer in or to or with respect to the results and proceeds of the performer's services or in or to or with respect to the use of the performer's name, voice or likeness.

I. All references in this Section to the termination of an individual employment contract shall include a termination of the performer's employment under such contract or with respect to one or more pictures thereunder.

10. NEWSREELS, TRAVELOGUES, NARRATIONS, ETC.

Newsreels, travelogues, news and sports commentators, and persons rendering similar services in short subjects are exempt from the operation of this Agreement. However, narrators rendering services in travelogues and persons rendering similar services in short subjects shall be deemed within the coverage of this collective bargaining agreement. Educational, religious and industrial motion pictures are not covered by this Agreement.

11. AGREEMENT AND SCHEDULES INCORPORATED IN PERFORMER'S CONTRACT -- WAIVERS

A. There are attached hereto and made a part of this collective bargaining agreement the following Schedules of wage scales and working conditions:

Schedule A -- Day performers.

Schedule B -- Television freelance performers whose weekly guaranteed salary is $4,400 or less per week and who are guaranteed less than $32,000 per television picture and theatrical freelance performers whose weekly guaranteed salary is $5,500 or less per week and who are guaranteed less than $60,000 per theatrical picture.

Schedule C -- Television freelance performers whose weekly guaranteed salary is more than $4,400 per week and who are guaranteed less than $32,000 per television picture and theatrical freelance performers whose weekly guaranteed salary is more than $5,500 per week and who are guaranteed less than $60,000 per theatrical picture.

Schedule D -- Television multiple picture performers receiving $4,400 or less per week and guaranteed less than $32,000 per television picture and theatrical motion picture performers receiving $5,500 or less per week and guaranteed less than $60,000 per theatrical picture.

Schedule E -- Television contract performers whose weekly guaranteed salary is $4,400 or less per week and theatrical contract performers whose weekly guaranteed salary is $5,500 or less per week.

Schedule F -- Television contract performers whose weekly guaranteed salary is in excess of $4,400 per week and theatrical contract performers whose weekly guaranteed salary is in excess of $5,500 per week; television multiple picture performers receiving more than $4,400 per week or who are guaranteed $32,000 or more per television picture; theatrical multiple picture performers receiving more than $5,500 per week or who are guaranteed $60,000 or more per theatrical picture; performers employed under television "deal contracts," or otherwise, who are guaranteed $32,000 or more per television picture; performers employed under theatrical "deal contracts," or otherwise, who are guaranteed $60,000 or more per theatrical picture ($65,000 or more per theatrical picture with respect to contracts entered into on or after January 1, 2002); performers employed in multi-part closed-end pictures receiving more than $4,250 per week and who are guaranteed $40,000 or more for the multi-part picture.

Schedule G-I -- Professional singers employed by the day.

Schedule G-II -- Professional singers employed by the week on television at $4,400 or less per week and professional singers employed by the week on theatrical productions at $5,500 or less per week.

Schedule H, Part I -- Stunt performers employed by the day.

Schedule H, Part II -- Stunt performers employed by the week on television at $4,400 or less per week and stunt performers employed by the week on theatrical productions at $5,500 or less per week.

Schedule H, Part III -- Stunt performers employed by the week on television at more than $4,400 per week and stunt performers employed by the week on theatrical productions at more than $5,500 per week.

Schedule I -- Airplane pilots.

Schedule J -- Dancers.

Schedule K, Part I - Stunt coordinators employed by the day at less than the "flat deal" minimum.

Schedule K, Part II - Stunt coordinators employed by the week at less than the "flat deal" minimum.

Schedule K, Part III - Stunt coordinators employed under "flat deal" contracts.

Schedule X, Part I -- Background actors employed in the Los Angeles, San Diego, San Francisco, Las Vegas, Hawaii and Sacramento Zones.

Schedule X, Part II -- Background actors employed in the New York Zone.

The salary Schedule under which a performer is originally employed shall not be changed merely because a change occurs in the money break tests of the salary Schedules during such performer's employment.

Individual employment contracts, entered into under a preceding collective bargaining agreement, which continue during the term of this Agreement, shall be subject to the Schedules of Wage Scales under said preceding collective bargaining agreement.

B. The applicable provisions of this Agreement and the provisions contained in the appropriate Schedule shall be deemed incorporated in the individual contract of employment between Producer and each performer; the Producer, the Union and the individual performer shall each be bound thereby. Each class of performer is intended to be covered by the appropriate Schedule; if the classification of any performer is not expressly included in one of such Schedules, he shall receive the working conditions and minimums most nearly applicable to him.

C. Producer agrees that no waiver by any performer of any term of this Agreement, including the appropriate Schedule, shall be requested of the performer or effective unless the consent of the Union is first had and obtained. Such consent may be oral, but the Union agrees that all oral waivers will be confirmed by it in writing. The Union further agrees that, upon being notified by any Producer that a company is going on location, it will appoint a deputy to be

with the company on location, with full power to grant waivers. The Union further agrees that it will maintain a twenty-four hour (24) service at Los Angeles, California, for the giving of waivers in accordance with the provisions of this subsection.

D. Whenever the Producer is entitled to a permit or a waiver from the Union, the Union agrees to issue the same without cost.

12. BETTER TERMS AND CONDITIONS

Nothing contained in this Agreement shall prevent any individual from negotiating and obtaining from Producer better conditions and terms of employment than those herein contained. This Agreement shall not affect any of the terms or conditions of employment contained in any individual personal service contract which are better than those herein contained.

The parties acknowledge that, for the Producers, the essence of the agreement recognizing the Guild as the exclusive collective bargaining representative of stunt coordinators is to allow the Producer to reuse stunt footage upon payment of the minimum day performer rate and without bargaining with stunt performers regarding such reuse. Accordingly, and notwithstanding the preceding paragraph, stunt performers may not negotiate, pursuant to the "better conditions" clause, to preclude the Producer from reusing stunt footage without first bargaining with the stunt performer.

13. UNDIRECTED SCENES - PUBLIC EVENTS

A. This Agreement, in Schedule X, Part I and in Schedule X, Part II, covers the employment of background actors in and around Hollywood and New York, respectively, and provides for the photographing of undirected scenes and public events without violating the preference or union security clauses of those Schedules. The parties recognize the production value of such public events and that, in practice, the photography of such scenes and events produces work for persons to be later hired to appear in the motion picture in which such photography will be used.

It is agreed:

(1) That when the participants in the event are not professional entertainers, Producer may freely photograph such scenes, including the event; for example, an automobile race, including particularly the drivers and vehicles participating therein;

(2) That when the participants in such event are professional entertainers, Producer may photograph the same, provided the approval of the Union is first obtained; provided, however, that such approval of the Union shall not be required when such professional entertainers do not take part in the public event by arrangement with the Producer, are not under the direction and control of the Producer and are not performing in their capacity as professional performers;

(3) It is expressly agreed that no photograph of stunt performers at a rodeo will be made and used under the provisions of this Section without first applying to and receiving from the Union a waiver therefor.

B. To qualify under the terms of this Section, the public event shall be open to the general public with or without payment of an admission fee; the crowd in attendance must number at least one thousand (1,000) or more persons; the event must be publicized or advertised and not staged for motion picture purposes; and the event must not be directed by or be under the control of Producer.

14. PREFERENCE OF EMPLOYMENT

A. In recognition of the services performed by professional performers, Producer agrees that in the hiring of:

(1) day performers, stunt performers, singers, puppeteers, dancers employed under Schedule J, and airplane and helicopter pilots employed by the day for work to be performed within the three hundred (300) mile, one hundred fifty (150) mile, one hundred (100) mile or fifty (50) mile zone, as the case may be, referred to in subsection C. of this Section, and

(2) freelance performers and three-day performers (in each case, other than those whose guaranteed compensation for the engagement at a salary rate which is equal to at least double the minimum scale salary rate for the applicable type of employment) employed for work to be performed within the

three hundred (300) mile, one hundred fifty (150) mile, one hundred (100) mile or fifty (50) mile zone, as the case may be, referred to in subsection C. of this Section, preference will be given to qualified professional performers in each such zone who are reasonably and readily available in such zone.

A "qualified professional performer," for the purpose of this Section, is a person who has had prior employment as a motion picture performer at least once during the period of three (3) years prior to the date of the proposed employment.

B. The obligation of the Producer to give preference to qualified professional performers, as defined in this Section, shall require the employment of a qualified professional performer, as so defined, in every hiring of such a performer employed by the day and in every hiring of freelance and three-day performers (other than those excluded pursuant to subparagraph (2) of subsection A. of this Section), unless no qualified professional performer of the type required is reasonably and readily available to the Producer through the use of the present hiring practices generally and customarily followed by the motion picture industry in the employment of such performers. If a qualified professional performer is reasonably and readily available to the Producer for employment in the locality where the Producer's studio is based, he shall be deemed available regardless of the place within the three hundred (300) mile, one hundred fifty (150) mile, one hundred (100) mile or fifty (50) mile zone, as the case may be, at which the services are to be performed.

C. For purposes of this Section, the preference zones shall be as follows:

(i)	Albuquerque	100 miles
(ii)	Atlanta	100 miles
(iii)	Boston	100 miles
(iv)	Chicago	100 miles
(v)	Dallas	100 miles
(vi)	Denver	100 miles
(vii)	Detroit	100 miles
(viii)	Hawaii	100 miles
(ix)	Houston	100 miles
(x)	Kissimmee, Florida	100 miles
(xi)	Las Vegas	100 miles
(xii)	Los Angeles	300 miles

(xiii)	Miami	100 miles
(xiv)	Nashville	100 miles
(xv)	New York	300 miles
(xvi)	Orlando	100 miles
(xvii)	Philadelphia	100 miles
(xviii)	Phoenix	150 miles[7]
(xix)	San Diego	100 miles
(xx)	San Francisco	100 miles
(xxi)	Tucson	150 miles[7]
(xxii)	Washington, D.C.	100 miles

(xxiii) One hundred (100) miles from any new Union branch office.

(xxiv) Fifty (50) miles from any production location site utilized by Producer in the United States.

For purposes of this Section, the above Los Angeles three hundred (300) mile zone is the area within the radius of three hundred (300) miles from the intersection of Beverly Boulevard and La Cienega Boulevard in Los Angeles, California; the above New York three hundred (300) mile zone is the area within a radius of three hundred (300) miles from the center of Columbus Circle in New York; the above one hundred fifty (150) mile zones are the areas within the radius of one hundred fifty (150) miles from the center of the designated city; the above one hundred (100) mile zones are the areas within the radius of one hundred (100) miles from the center of the designated city or the location of the Union Branch office, whichever the case may be; and the fifty (50) mile zone is the area within the radius of fifty (50) miles from such applicable production location site.

D. There shall be automatically excluded from the provisions of this Section the following:

(1) Members of a group which is recognized in the trade or by a significant segment of the public as a "name" specialty group;

[7]During the 1983 negotiations, the parties agreed to increase the Phoenix and Tucson zones from one hundred (100) miles to one hundred fifty (150) miles, with the understanding that no transportation or lodging will thereby be required.

(2) A person portraying himself, or persons portraying themselves: the exception will apply, in effect, to important, famous, well-known or unique persons or persons of special skills or abilities who portray themselves;

(3) Extras who are adjusted for non-script lines;

(4) Military or other governmental personnel, when governmental restrictions prevent use of non-military or non-governmental personnel, as the case may be, in restricted areas or in the handling of governmental property or equipment; however, the use of military or other governmental pilots or aircraft shall not be the subject of an automatic waiver, but the facts shall be presented to the Union and the waivers will be granted in accordance with the previously established custom in the motion picture industry;

(5) Persons having special skills or abilities, or special or unusual physical appearance, when such skills, abilities or appearance are required by and are used in the production of the motion picture, if professional performers having such required skills or abilities or physical appearance are not reasonably or readily available to the Producer through the use of hiring practices generally and customarily followed by the motion picture industry in the employment of such performers;

(6) The first employment within the studio zone of a person with respect to whom the Producer presents in writing to the Union facts showing that the employee (a) has had sufficient training and/or experience so as to qualify for a career as a professional motion picture performer, and (b) that such employee intends currently to pursue the career of a motion picture performer and intends to be currently available for employment in the motion picture industry;

(7) Children under the age of eighteen;

(8) The owner of special or unique vehicles or equipment, or an operator appointed by the owner, if such vehicle or equipment is not available to the Producer without employing the owner or such operator;

(9) Persons employed as stunt coordinators; and

(10) Body doubles.

If a performer is employed under one or more of the exceptions provided for in subparagraphs (1), (2), (3), (4) and (5) of this subsection D., the obligation of the Producer to give preference to qualified professional performers in the cases provided in subsection A. of this Section shall nevertheless be applicable to any subsequent employment of such performer by Producer.

Producer agrees to promptly report to the Union each hiring under the provisions of this subsection D. together with the reasons why the person so employed comes within the provisions of this subsection.

A joint Producer-Union Committee shall be appointed to resolve claims arising under this Section between Producers who are members of the Alliance of Motion Picture & Television Producers and the Union. If such Committee cannot agree, the claim shall be subject to arbitration pursuant to Section 9 hereof.

E. It is expressly understood and agreed that nothing in this Section contained shall alter or modify Producer's exclusive right to cast any and all performers performing services for Producer.

F. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that the Producer will pay to the Union, as liquidated damages, the sum of $500 for each breach by the Producer of any of the provisions of this Section in the case of performers employed by the day; $600 for each breach by the Producer of any of the provisions of this Section in the case of employment of three-day performers; and $800 for each breach by the Producer of any of the provisions of this Section in the case of employment of freelance performers. The applicable liquidated damages shall be doubled in any case of willful misrepresentation or falsification of facts by the Producer. The hiring by a Producer of a person other than a qualified professional performer, as herein defined, in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach.

The liquidated damages provided for in this subsection F. shall not be compounded with the liquidated damages provided for in Section 2.F. hereof.

G. All disputes under this Section shall be determined by arbitration in accordance with Section 9 hereof.

15. APPLICATION TO EXISTING CONTRACTS

The provisions of this Agreement with respect to, and only to, services rendered on or after the effective date hereof shall be deemed incorporated in all contracts of employment now in effect or hereafter entered into to which such provisions are applicable.

16. CONTRACTS DELIVERED ON SET

Employment contracts may be delivered to any performer while such performer is on the set, not later than during the first day of employment. Performers may not be required to sign such contracts on the set. Delivery of a contract to the performer's agent constitutes delivery to the performer.

17. INDUSTRY-UNION COOPERATIVE COMMITTEE

A committee is hereby established to be known as the "Industry-Union Cooperative Committee." The Cooperative Committee shall consist of five (5) Producer representatives, and two (2) alternates, and five (5) Union representatives, and two (2) alternates, to be named. The names of the initial members of the Cooperative Committee shall be provided by the Producers above-named and the Union, respectively, by written notice to the other, as soon as practicable following the execution of this Agreement. Upon written notice by the Alliance of Motion Picture & Television Producers or the Union, respectively, any such Producer committee member or alternate may be replaced at any time by the Alliance of Motion Picture & Television Producers and any Union committee member or alternate may be replaced at any time by the Union.

The Committee shall meet from time to time, upon request of either party, and may establish such regular meetings as it may deem proper. In order for the Committee to act, a quorum must be present. A quorum shall consist of at least four (4) Industry and four Union representatives. The Committee shall have the following functions:

A. To discuss, investigate and make recommendations as to the solution of problems arising in the construction, interpretation and administration

this Agreement and, as to any abuses or grievances which arise during the term hereof affecting performer-Producer relationships generally and for which no remedy is provided for hereunder;

B. To make every effort to prevent and remedy abuses arising under this Agreement; to eliminate tensions; to promote cooperation and to assist in a mutual understanding of the problems of employer and employee;

C. To discuss, investigate and make recommendations with respect to any and all other matters affecting the operation and application of this Agreement and which will aid in promoting harmonious performer-Producer relationships;

D. To review and make recommendations with respect to revisions and standardization of production time reports and other appropriate records subject to this Agreement;

E. To act pursuant to the authority provided in Section 34.A. with respect to an allocation of prospective pension and health contributions;

F. To act as a committee on fair employment practices as set forth herein;

G. To establish a safety education program and safety standards at all studios with respect to the employment of performers;

H. It shall act pursuant to the provisions herein with respect to coding;

I. It shall study and review the appropriateness of the Section relating to *per diem* rates;

J. If either the Producer or the Union claims a case of deliberate misconduct of any individual, such claim may be brought before the Cooperative Committee. Such Committee shall endeavor to resolve the matter and use every effort to persuade the parties to immediately correct such conduct. Nothing herein shall affect the legal rights of any party;

K. The assurance of compliance with General Provisions, Section 44, and to hear complaints of any violations; however, referral of any complaint to the Cooperative Committee by the Union or any individual performer shall not constitute a waiver of any other available remedy.

18. TRAILERS AND PROMOTIONAL FILMS

A. Trailers

(1) Full day performer rates shall be paid to performers employed in each trailer, with right of Producer to use on television and in theatres. Producer shall have the right to make a "teaser" trailer in addition to the full-length trailer for theatrical use only.

(2) The foregoing shall not apply to a performer who appears as a star or featured performer in a theatrical motion picture or to a term contract performer who, during his employment period, performs in a trailer or trailers for such motion picture. The foregoing provisions as to term contract performers shall not be used to willfully subvert the provisions of this Section.

(3) No additional compensation shall be payable for the use of any portion of a motion picture, or for the use of scenes photographed simultaneously with a separate camera (behind-the-scenes shots), utilized as a trailer.

(4) The above provisions refer to trailers to be used for theatrical exhibition, television exhibition or a combination of both.

(5) Any trailer when exhibited over television shall be limited to either 400 feet of 35mm film containing not less than two scenes or 200 feet of 35mm film containing only one scene.

(6) Editing

Changes may be made only in the tag ending of a trailer to show time and place of exhibition of the advertised picture, and performer shall be paid a premium rate of twenty-five percent (25%) for each tag made beyond the first.

(7) A performer employed to perform services in connection with the production of a television trailer for advertising a theatrical motion picture made outside of the geographic scope of this Agreement, or by a party who was not a signatory hereto, shall be paid for such services in accordance with the provisions of the current applicable Screen Actors Guild Commercials Contract.

The foregoing shall not apply to a star, featured performer or term contract performer who was employed under the Basic Agreement to perform services in the motion picture, in which case the foregoing provisions of this Section 18.A. shall apply.

B. Thirty (30) Minute (or less) Promotional Films for Theatrical and Television Motion Pictures

(1) The Producer may negotiate at the time of employment with any performer to appear in "behind-the-scenes" photography to be used in such promotional films for no additional compensation.

(2) The Producer may use clips from the motion picture being promoted in such promotional films without the payment of compensation to any performer.

(3) Performers receiving $25,000 or more for the motion picture: Compensation to such performers for appearing in such promotional films shall be a matter of individual bargaining. The performer may agree to make such promotional films without compensation.

(4) Term contract performers acting in such promotional films during their employment under such contracts: Compensation for such services shall be a matter of individual bargaining. The performer may agree to make such promotional films during the term contract employment without compensation.

(5) All other performers appearing in such promotional films: At the time of employment, Producer may bargain with performer to appear in such promotional films, but the minimum compensation payable shall be day performer minimum scale.

(6) Such promotional films may not be combined to make "specials."

19. FURNISHING REPORTS

A. Producer shall furnish to the Union, upon request, copies of call sheets. In cases of grievances, disputes or alleged disputes, Producer shall make available to the Union for inspection, upon demand, all production reports and performers' contracts.

B. Producer shall furnish to the Union reports indicating the compensation paid, up to a maximum of $500,000, to performers covered hereunder.

20. PROHIBITION AGAINST CREDITING

No compensation paid to a performer for his services in excess of the minimum may be credited against overtime, penalties or any other compensation otherwise due the performer.

21. DRESSING ROOMS AND OTHER FACILITIES

A. (1) Producer shall provide dressing room and toilet facilities which are clean, in repair and accessible in studios and on locations.

(2) Seats shall be available for all performers in the dressing rooms and on the stage.

(3) There shall be no more than one (1) performer to a dressing room in a studio. On location with ten (10) or fewer performers, there shall be no more than one (1) performer to a dressing room. On a location where there are more than ten (10) performers, there shall be no more than two (2) performers to a dressing room.

(4) The foregoing provisions shall not apply to Schedule H nor to Schedule K performers.

B. Producer shall provide to stunt performers dressing room facilities which are clean, in repair and accessible in studios and on locations. The Producer shall take into consideration the type of work involved for the stunt performer and the location of the production in order to insure that such dressing room facilities provide the stunt performers with reasonable comfort and privacy.

By way of example, on location no more than two (2) stunt performers per room in Teardrop trailers, campers, rooms in honeywagon units nor more than four (4) stunt performers in Winnebagos or motor homes.

C. Producer shall designate a person responsible to implement the foregoing.

Such dressing rooms shall be provided with adequate locks and Producer shall provide facilities for checking normal personal belongings.

In the studio, the dressing room obligation may be met by permanent studio facilities or temporary mobile quarters, such as trailers, if permanent facilities are not available. On locations, the requirements may be met by temporary or mobile quarters, such as trailers. Heaters or fans shall be provided, as needed, in all dressing rooms.

In the event compliance with the foregoing is not feasible because of space, physical or legal limitations or location practicalities, the matter shall be discussed with the Union. Waivers shall not be unreasonably withheld under such circumstances.

Whenever a performer is required by Producer to make a change of wardrobe on the set, Producer shall provide suitable facilities affording privacy for such purpose. A private canvas dressing room will be deemed a "suitable facility" for this purpose.

22. REUSE OF PHOTOGRAPHY OR SOUND TRACK

A. No part of the photography or sound track of a performer shall be used other than in the picture for which he was employed, without separately bargaining with the performer and reaching an agreement regarding such use. The foregoing requirement of separate bargaining hereafter applies to reuse of photography or sound track in other pictures, television, theatrical or other, or the use in any other field or medium. Bargaining shall occur prior to the time such reuse is made, but performer may not agree to such reuse at the time of original employment. The foregoing shall apply only if the performer is recognizable and, as to stunts, only if the stunt is identifiable. See subsection F. of this Section. No reuse may be made of nude photography without the performer's written consent.

The day performer rate shall be the minimum for purposes of the bargaining referred to above with respect to such use of such material in any motion picture other than the one for which performer was employed. As to any other use of photography or sound track referred to above, the bargaining shall be subject to the minimum wages and residuals provided for in the collective bargaining agreement, if any, applicable in the field in which the photography or sound track is used, unless compensation for such other use is already provided by this Agreement.

The provisions of this subsection A. shall not limit Producer's right to use photography or sound track in exploiting the picture, or in trailers, promotional films thirty (30) minutes (or less) in length for theatrical and television motion pictures, or in advertising, as provided in this Agreement.

The Union may, in its discretion, grant waivers of the requirements of this Section with respect to the reuse of photography and sound track in public service, educational and like programs and will follow a liberal policy in granting such waivers.

B. If Producer fails to separately negotiate as provided in subsection A. hereof, the performer shall be entitled to damages for such unauthorized use, equivalent to three (3) times the amount originally paid the performer for the number of days of work covered by the material used. If the Producer is unable to find the performer, it shall notify SAG, and if SAG is unable to find the performer within a reasonable time, the Producer may use the photography or sound track without penalty.

C. If Producer and the performer negotiate for such use and are unable to reach an agreement, and all performers involved have agreed to compensation for such use except a single performer who, Producer claims, is unreasonably refusing to accept an equitable sum, Producer may submit the matter to SAG's Board of Directors for determination and both Producer and performer shall be bound by the determination so made, if the material is used. In all other cases in which Producer and the performer are unable to reach an agreement, Producer shall be prohibited from making such reuse of the material, and in case of violation, or in a case in which the Producer fails to obtain the performer's written consent to reuse nude photography, the performer shall be entitled, at his option, to either accept damages as provided in subsection B. hereof, or to arbitrate his claim hereunder, or to take legal proceedings in a court of competent jurisdiction.

D. If the performer is employed under a term contract and the use occurs during the time he is still under contract with Producer, the performer shall not be entitled to additional compensation; but if such reuse occurs at a time when the performer is no longer under contract with Producer, the provisions of subsections A, B. and C. hereof shall apply.

E. Neither Producer nor SAG waive their respective claims with respect to the reuse of photography of performers employed under "deal contracts."

F. Notwithstanding the foregoing, the reuse of stunt work is subject to the following:

(1) With respect to any stunt which was contained in any theatrical motion picture, the production of which commenced prior to February 1, 1956, the Producer may reuse the photography containing such stunt in other theatrical motion pictures without limitation or any liability for additional compensation.

(2) With respect to any stunt which was contained in any theatrical motion picture, the production of which commenced prior to August 1, 1948, the Producer may reuse the photography containing such stunts in any television motion picture without limitation or additional compensation.

(3) With respect to any stunt which was photographed but not used in the motion picture for which it was made, the Producer may use such stunt once in another theatrical motion picture without limitation or additional compensation.

(4) Producer shall have the right to reuse photography or sound track of identifiable stunts which would otherwise be subject to an obligation to bargain prior to being reused (including stunts in motion pictures which were produced under prior SAG Agreements which restricted the reuse of such photography or soundtracks) in the media specified below upon payment of the day performer minimum or, if a different amount is specified below, upon payment of the amount so specified to the stunt performer(s) appearing in the footage. It is not necessary for the Producer to bargain with the stunt performer before reusing the stunt footage.

The foregoing shall apply with respect to the use of stunt footage in:

(i) other theatrical motion pictures, free television motion pictures, motion pictures made for the pay television/videocassette market, and motion pictures made for basic cable;

(ii) commercials, but the required payment shall be the applicable commercial session fee and residuals. As to commercial tie-ins, the following shall apply:

(A) commercial tie-in advertising of a motion picture which is available for sale at the same point of purchase as the other product being advertised shall be considered to "exploit the motion picture" and, thus, may be done without negotiation or payment; and

(B) tag line-type advertising (brief tag or mention of a different product appended to or included in a commercial promoting motion picture) shall be considered to "exploit the motion picture" and, thus, may be done without negotiation or payment.

(iii) standard openings and closing of television shows, but payment must be made on the same basis as is required under Exhibit A of the SAG Television Agreement for performers;

(iv) theme parks (other than uses that are promotional or exploit the motion picture, for which no bargaining or payment is required) for a period of five years. (If a longer term of use is desired, an additional payment of then-current day performer minimum would be required for each subsequent five year period.) In the alternative, Producer may obtain such rights in perpetuity upon payment to the stunt performer(s) appearing in the footage of a sum equal to three (3) times the then-current day performer minimum; and

(v) in games and interactive videos.

Payment as provided above shall be made for each "excerpt" of photography or sound track which is reused. However, more than one excerpt of stunt photography or sound track may be reused upon payment of a single day performer minimum payment in the following circumstances: (1) if the reused

unts were performed by the same stunt performer in a single day; or (2) if a stunt quence is intercut with live action as part of a scene which includes footage on a evision screen, movie theater screen or other similar viewing device.

Such payments shall be made within sixty (60) business days from the hibition of the permitted reuse. In the event that the Producer fails to issue yment to the stunt performer within that period, the Producer shall pay a late yment charge equal to the day performer minimum, in addition to the payment e for the reuse, in lieu of the amount prescribed by this subsection F.(4) or by ction 31.B.(2).

(5) The provisions of subsections A., B., C., D. and E. above shall pply to the reuse of stunt footage in:

(i) music videos other than those which promote, advertise exploit the motion picture from which the footage was taken. (Stunt footage ay continue to be used without bargaining or payment in music videos which romote, advertise or exploit the picture from which the footage is taken, so long s the use meets the contractual criteria for which bargaining is unnecessary.)

(ii) "compilation" stunt programs (*i.e.*, shows comprised ubstantially of stunt footage).

G. The above provision for payments for reuse of stunts shall only apply o stunt performers the Union can identify and establish as having performed the tunt in question. The Producer may rely upon the Union's designation of any tunt performer as the person who performed such stunt and payment by the roducer to such stunt performer shall be final and conclusive and shall relieve the roducer of any further obligations for the reuse or rerun of such stunt as herein rovided.

H. Producer will not publicly exhibit nor license for public exhibition ooper reels without the appropriate consent of the recognizable performer(s) volved, including individual voice-overs.

I. Except as otherwise provided herein, the late payment provisions of ection 31.B.(2) herein shall apply to reuse of photography payments, except that he time for payment shall be thirty (30) business days from exhibition.

J. The provisions of this Section shall not limit the Producer's right to use or authorize the use of clips from theatrical pictures, without bargaining or making additional payment: (1) within regularly-scheduled news programs; and in connection with other news and review purposes under the same circumstances as in the past; and (2) in Oscar Award programs, which includes the Oscar Award program itself as well as any pre- or post-Oscar Award program that is exhibited from the date that nominations are announced until eight (8) days following the Oscar Awards program, provided that any clip used in such a program is limited to either 400 feet of 35mm film containing not less than two (2) scenes or 200 feet of 35mm film containing only one (1) scene, or the equivalent in running time if another recording medium is used.

With respect to uses which would otherwise require payment pursuant to this Section 22, a star performer may, at the time of use, waive payment for the use of theatrical film clips containing such performer's voice or likeness, it being understood that such waiver shall not affect other performers entitled to payment hereunder.

K. Both the Guild and the Networks expressly reserve their respective positions concerning the use of footage, including stunt footage, in network promotional announcements containing tie-ins (*e.g.*, CBS promotionals with K-Mart tie-in which promote the fall season program line-up).

L. This Section 22 is not applicable to stunt coordinators, except as it applies to stunt performer work performed by a stunt coordinator under a "flat deal" contract.

23. AIR TRAVEL AND FLIGHT INSURANCE

A. Producer shall provide accidental death and dismemberment insurance in a principal sum not less than $100,000.00 to the performer or the performer's designated beneficiary when performer is required to travel by plane at the request of Producer, or $250,000.00 when performer is required to travel by helicopter at the request of Producer.

B. In the event Producer is unable to provide the coverage stated above through Producer's insurance carrier, performer shall be informed of this fact no later than his arrival at the airport of departure. Producer shall reimburse the performer with the cost of the premium paid by performer in order to obtain such

coverage, when performer presents proper receipts at the location production office.

C. When air travel is required by the Producer, Producer shall use commercial flights when practical, available and feasible.

D. Producer acknowledges the right of performer to refuse to fly on a charter flight, except, however, prior to employment, Producer may obtain the consent of the performer to fly on a charter flight.

24. INDEPENDENT PRODUCTION

With respect to a motion picture produced by an independent producer under a contract with Producer for the financing, production and distribution of such motion picture, if Producer gives the Union ten (10) days' advance notice before principal photography commences that such motion picture is not to be covered by this Agreement, then Producer shall not be obligated hereunder with respect to such picture except as otherwise provided in Sections 4, 5 and 6 hereof.

If Producer does not give the Union such notice, then Producer shall be obligated hereunder with respect to such motion picture.

This provision applies only to motion pictures produced within the geographical jurisdiction of the Union hereunder.

This provision applies to signatory or non-signatory independent companies.

25. SCREEN CREDITS

A. Producer agrees that a cast of characters on at least one (1) card will be placed at the end of each theatrical feature motion picture, naming the performer and the role portrayed. All credits on this card shall be in the same size and style of type, with the arrangement, number and selection of performers listed to be at the sole discretion of the Producer. All such credits shall be in a readily readable color, size and speed. The Union will not unreasonably withhold waivers in connection with the foregoing. Any performer identified by name and role elsewhere in the picture need not be listed in the cast of characters at the end of the picture.

Producer shall send the Guild a copy of the complete version of the closing credits of each theatrical motion picture covered hereunder upon completion of the answer print of such picture.

B. Feature Motion Pictures

In all feature motion pictures with a cast of fifty (50) or less, all performers shall receive credit. In all other feature motion pictures, not less than fifty (50) shall be listed in the cast of characters required at the end of each feature motion picture in connection with theatrical exhibition, excluding performers identified elsewhere in the picture. Stunt performers need not be identified by role. The Union, and only the Union, may seek to arbitrate an alleged violation of this subsection B. pursuant to the arbitration procedures set forth in this Section 25.C.(3).

C. Billing

(1) Producer shall honor individually-negotiated billing for the screen as to placement, size and description as agreed upon in performer's individual contract.

(2) In its distribution and licensing agreements with exhibitors, distributors, broadcasters, etc., Producer will include a provision prohibiting the licensee from eliminating or changing the billing as it appears on the positive prints of the motion picture.

(3) Disputes as to whether agreed-upon screen credit has been accorded shall be arbitrable. A panel of arbitrators for this purpose shall be agreed upon. A single arbitrator shall hear and determine the dispute. The cost of such arbitrator shall be shared equally by the Union and Producer. The decision and award shall be in writing and shall be final and binding on the parties and performers involved.

(4) The provisions hereof shall not apply to Schedule F performers or when termination of a contract is involved as provided by Section 9.C.(4)(b) of the arbitration provisions.

(5) Liquidated Damages

As to Schedule A and B performers, if a breach occurs and the facts are not in dispute or if breach is found by an arbitrator, damages in the following amounts shall be payable:

(a) In the case of a day performer, his daily rate, but not in excess of the amount payable under (c) of this subparagraph (5).

(b) In the case of a three (3) day performer in television, his three (3) day rate, but not in excess of the amount payable under (c) of this subparagraph 5.

(c) In the case of a weekly freelance performer, his weekly rate (not exceeding the limits of Schedule B). Such liquidated damages shall be the exclusive remedy for such performers.

(6) As to all other performers subject to the provisions hereof, the arbitrator shall have the authority to award appropriate relief consisting of damages, correction of prints subject to subparagraph (7) below, or both.

(7) Correction of Prints

(a) Theatrical Motion Pictures

Correction of prints may be awarded by the arbitrator, in his discretion, if Producer received notice of the claimed breach in sufficient time to make such correction before release. If correction is awarded, Producer shall be obligated to make such corrections as soon as is practical, consistent with existing distribution commitments and, in any event, before any reissue. For this purpose, television release of the film shall be considered a reissue.

(b) Television Motion Pictures

Correction of television prints with respect to the first broadcast or first rerun may be awarded by the arbitrator if Producer received notice of the alleged breach in sufficient time to make the necessary correction for the applicable run.

(8) Inadvertent oversight by Producer shall not be a defense to any claim of breach hereunder, but may be considered with respect to the issue of appropriate relief.

(9) All claims must be filed within one (1) year after the first theatrical release of a theatrical film or within one (1) year of the first television broadcast of a television film.

D. The foregoing provisions of this Section do not apply to body doubles.

26. POLICY OF NON-DISCRIMINATION AND DIVERSITY

A. Policy

(1) The parties hereto reaffirm their commitment: (a) to a policy of non-discrimination and fair employment in connection with the engagement and treatment of performers on the basis of sex, race, color, creed, national origin, age, marital status, disability or sexual orientation, in accordance with applicable state and federal law; and (b) to continue the active promotion of diversity, as set forth herein, in all categories of employment covered by this Agreement.

(2) In accordance with the foregoing policy, the Union reaffirms its policy of non-discrimination with respect to admission to membership and rights of membership.

(3) The Producer shall cast performers in accordance with the policy set forth in Section A.(1) above in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American scene shall be portrayed realistically.

(4) Consistent with the foregoing, every effort shall be made to include minorities, women, performers with disabilities (defined as those covered under the employment provisions of the Americans with Disabilities Act) and performers aged 40 and over who are protected under the Age Discrimination in Employment Act in the casting of each motion picture, thereby creating fair and equal employment opportunity and eliminating stereotyping in casting.

When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications so as to enhance the opportunity for performers with similar disabilities to audition for the role.

(5) When applicable, and with due regard to the safety of the individuals, cast and crew, women and minorities shall be considered for doubling roles and for descript and non-descript stunts on a functional, non-discriminatory basis. In furtherance of this policy, Producer shall furnish a copy of the following policy statement to each stunt coordinator engaged by Producer:

(a) Stunt coordinators shall endeavor to cast performers with physical disabilities for descript and non-descript stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability, such as wheel chair stunts or stunts involving the use of other adaptive devices, *e.g.*, crutches, prostheses, etc. The Union's skills and talent bank is among the resources that can be utilized in ascertaining the availability of such performers.

(b) When the stunt performer doubles for a role which is identifiable as female and/or Black, Hispanic, Asian Pacific or Native American and the race and/or sex of the double is also so identifiable, stunt coordinators shall endeavor to cast qualified persons of the same sex and/or race involved. When the stuntperson is not identifiable, stunt coordinators shall endeavor to increase the employment of qualified women and minorities for such stunts. To achieve the objectives set forth in this paragraph, stunt coordinators should endeavor to identify and recruit qualified minority and female stuntpersons and qualified stuntpersons with disabilities prior to the commencement of production.

(6) In furtherance of the policies expressed in this Section:

(a) There will be no pre-employment inquiries as to the performer's marital status, sexual orientation, age (except such lawful inquiries as may relate to the age of a minor), creed, disability (except such lawful inquiries as may relate to the ability of the performer to fulfill the requirements of the engagement, subject to the limitations imposed on such inquiries by the Americans with Disabilities Act), national origin nor ancestry of the performer except when the same is a *bona fide* occupational qualification for a role.

(b) Representation by an agent or other performer's representative shall not be required as a condition for an audition.

(c) Producer shall include the following statement in script breakdowns circulated by Producer to agents:

> "Submissions for non-descript roles will be accepted for all performers, regardless of age, sex, ethnicity or disability."

Producer will make good faith efforts to insure that outside casting services, breakdown services and agents with whom it does business include the same statement in breakdowns circulated by them. It is understood that inclusion of such statement on a breakdown is intended to encourage the implementation of the policies expressed in this Section throughout the community, but it is recognized that Producer may have legitimate casting objectives, dictated by such matters as the script, historic or geographic setting, creative concepts, etc., which may limit the appropriateness of certain submissions for particular roles and/or productions.

In order to encourage the implementation of the policies expressed in this Section, the AMPTP has agreed to meet with representatives of the Screen Actors Guild to discuss the casting of performers when members of classes protected by applicable federal and state anti-discrimination laws are substantially underrepresented.

(d) The Producer agrees that each performer's INS I-9 form will be maintained in the manner required under the Immigration Reform and Control Act. The Producer further agrees that it will use the information contained in any performer's INS I-9 form solely for the purpose of verifying his/her eligibility to work in the United States.

(e) The practice known as "painting down" is presumptively improper; the Producers will continue their dialogue with SAG and the stunt community on this issue.

(7) It is understood that the provisions of this Agreement dealing with dressing rooms, transportation, lodging and access to the casting process apply to performers with disabilities so that with respect to facilities under the

control of the Producer, including but not limited to studios and location sets, reasonable accommodation under all the circumstances will be made when applying such provisions to performers with disabilities, in accordance with and to the extent required by the employment provisions of the Americans with Disabilities Act.

(8) In accordance with the employment provisions of the Americans with Disabilities Act of 1990, the Producer agrees to provide reasonable accommodations for hearing-impaired and/or visually-impaired performers during interviews, auditions and any engagement.

B. Data

(1) Within twenty (20) days after the end of each calendar quarter, Producer will submit to the Union a report of the sex, ethnicity and age of performers employed by Producer under this Agreement on each motion picture produced by Producer on which principal photography was completed during such quarter. The report will be submitted on the form attached hereto as Exhibit B, it being understood that a report produced by Producer's data processing system which furnishes the same information as required in this form shall be acceptable. A separate quarterly report shall be submitted to the Union for stunt performers, containing data on the sex, ethnicity and age of stunt performers, stunt performer totals and whether the stunt is descript, non-descript or unknown. The report will be submitted on the form attached hereto as Exhibit B-1, it being understood that a report produced by Producer's data processing system which furnishes the same information as required in this form shall be acceptable. The parties will cooperate in devising a method for compiling employment data as to performers with disabilities, which may include data from the Union's skills and talent bank, and SAG pension and health records. When a method for compiling employment data with respect to performers with disabilities has been agreed upon, Producer shall report such employment data in one of the reporting forms provided above.

(2) In the event that Producer fails to submit the report within the time specified in paragraph (1) above, the Union may send a written notice of delinquency to the Producer requesting submission of the report within ten (10) working days of receipt of the notice.

If there is a substantial breach of the foregoing reporting requirements with respect to any individual quarterly report, liquidated damages in

the amount of $600 shall be payable to the Union; in the event there is a dispute as to whether or not a substantial breach has occurred, the matter may be referred to arbitration. With respect to the data furnished on age and ethnicity and any data furnished on performers with disabilities, it is recognized that, while Producers shall be obligated to make reasonable efforts to ascertain such information, subject to any legal restriction applicable thereto, there may be individual circumstances in which Producer will be unable to secure the data or vouch for its accuracy. It is understood that as to employment data on performers with disabilities, such liquidated damages shall apply only to the extent that the parties have devised a method for compiling employment data for performers with disabilities.

(3) The data which is furnished by Producer in accordance with this Section shall be for the purpose of facilitating the meeting which the Union may request pursuant to subsection C. below, and is in no way intended to abridge the Producer's creative rights in the production of films.

C. Meetings With Producer Representatives

(1) On ten (10) days notice, the Union or Producer may request a meeting to discuss any matter relating to discrimination, fair employment, the policy expressed herein, its further implementation, the data submitted or any other matter relevant to equal employment opportunity for performers. If particular scripts or script breakdowns are relevant to the subject matter of the requested meeting, the Union may request the Producer to furnish such scripts and/or breakdowns to a designated Union official for review prior to the meeting. When the Producer utilizes market research data to support its contention that in a particular production the American scene has been portrayed realistically, the Union may request to review such data at the meeting.

(2) If the Union has information which is the basis for a genuine concern that the policies expressed in this Section are being violated, and the matter is of such a nature that the procedures outlined in paragraph (1) above are not adequate to handle the immediacy of the situation, the Union may request the type of meeting specified in paragraph (1) above on three (3) working days notice. Such request may be made before, during or after the casting of the production.

(3) The script breakdowns referred to in paragraph (1) are those that are prepared and circulated by outside services for casting purposes or those prepared by Producer and circulated to agents, and it is understood that such

services or procedures might not be utilized by all Producers. Scripts and breakdowns will be treated as confidential, will not be copied while in the possession of the Union official and will be returned to the Producer at the conclusion of the meeting. Consistent with subsection B.(3) above, nothing in this subsection C. will require a Producer to furnish scripts or breakdowns prior to the completion of casting for any particular production.

(4) If the Producer has an official with responsibilities for matters involving equal opportunity, the Union's request for a meeting shall be referred to such person who shall then be responsible for arranging the meeting with the appropriate Producer representatives. If the Producer has no such person on staff, the Producer will designate such a person for the purpose of arranging the requested meeting, and the Union will be notified in writing of the person so designated.

If, following the procedures set forth above in this Section 36.C., the Union makes a good faith determination that a Producer has not made reasonable and satisfactory progress in providing employment opportunities for women and minorities, particularly in the casting and employment of such persons in non-descript roles and in portraying the American scene in a realistic manner as required by this Agreement, the following procedures shall be followed:

(a) For a Producer represented by the Alliance, the Union shall notify the Alliance and the Producer in writing and provide copies of any available statistics on employment that are available to the Union.

(b) The Alliance, represented by its chief executive, and the Union, represented by its National Executive Director, shall meet with such Producer within fifteen (15) days after such notice. The Producer shall participate in such meeting and shall include persons with appropriate executive and creative authority involved or responsible for casting and employing actors. If it is determined in such meeting that specific plans and programs are necessary to provide such employment opportunities, then Producer will implement same.

(c) If the Producer has failed to make such good faith efforts within six (6) months after such meeting, the Union shall again confer with the Producer and the Alliance. Thereafter, if the Union is able to demonstrate that the Producer has not made good faith efforts in this regard, it shall have the right, upon giving the Producer ten (10) days written notice, to publicly release all

statistics and data in the possession of the Union relating to the employment practices of the Producer.

(d) For non-Alliance Producers, the above procedure shall apply, except that the representatives of the Alliance shall not be involved.

(5) In addition, each Producer will designate one or more high level creative, production or programming executives to meet on an individual Producer basis at least once per year with members of SAG who have been designated by the Board of Directors of SAG. Each such meeting will be held at the request of SAG or the Producer, and any subject that SAG or Producer executives wish to discuss relating to diversity will be suitable for discussion. The agenda for any such meeting may include issues relating to background actors in addition to issues relating to performers. Additional meetings may be scheduled by mutual agreement of the Producer and the Guild. Upon mutual agreement, the parties may seek the involvement and participation of the WGA, AFTRA and the DGA.

D. Arbitration

Except as provided in subsection B. above with respect to the submission of data, the matters covered in this Section are not subject to the provisions of Section 9 herein. It is understood that as to data on performers with disabilities, the provisions with respect to arbitration shall only apply when a method for compiling such data has been devised by the parties.

E. Industry-Union Cooperative Committee

An Industry-Union Cooperative Committee shall be established for the purpose of providing a forum for the discussion and resolution of disputes relating to the provisions of Section 26.A.

Either Producer or Union may submit a request, which shall be in writing, that a dispute under Section 26.A. be brought before the Industry-Union Cooperative Committee. The Cooperative Committee shall convene within sixty (60) days after receipt by the non-moving party of such written notice, except that the parties may, by mutual agreement, extend such sixty (60) day period. If the meeting is not held due to the failure of the non-moving party to attend such

meeting, the moving party may refer the matter to a non-binding mediation with an independent mediator.

Producer and Union agree to seek funding for the mediation program from the IACF.

27. TOURS AND PERSONAL APPEARANCES

First-class transportation and reasonable expenses shall be paid to all performers on tours and personal appearances.

Producer shall cooperate to ensure that performers on tour and personal appearances are allowed adequate rest periods.

28. INJURIES TO PERSONS OR PROPERTY DURING PERFORMANCE; SAFETY

A. Injuries

(1) Subject to the provisions of subparagraphs (2), (3) and (4) hereof, in the event any other member of the cast, production staff, crew or any other person, firm or corporation shall suffer injury to his or her person and/or property, of any kind whatsoever, by reason of or as a result of the performance by any performer, stunt performer or stunt coordinator (hereinafter in this Section called "performer") of a stunt or act in the course and scope of his or her employment under this collective bargaining agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the performer harmless from and against all liability, loss, damages and costs, including counsel fees, which the performer may, for any cause, at any time, sustain or incur by reason of such performance. In the event legal action is taken against the performer, either jointly with the Producer or alone, the Producer shall, at its own cost and expense and without undue delay, provide the defense of the performer in all such litigations.

In the event of such an injury in the course of employment which results in medical attention, Producer will prepare and send to the Union as soon as practicable a report setting forth the date, time, place, circumstances and nature of the injury claimed.

(2) The performer shall notify the Producer promptly, in writing, in case knowledge shall come to the performer of any claim or litigation arising out of such performance and thereafter deliver to the Producer every demand, notice, summons, complaint or other process received by him or his representative relating thereto.

(3) The performer shall cooperate fully in the defense so provided by Producer of such claim or action and, upon the Producer's request, shall attend hearings and trials and, whenever possible, assist in (i) securing and giving evidence, and (ii) obtaining the attendance of witnesses at such hearings and trials.

(4) The performer shall not make any settlement or compromise of any such claim or litigation without the prior written consent of the Producer. Any settlement or compromise by the performer without Producer's prior written consent of any such claim or litigation shall nullify Producer's obligation under subparagraph (1) above.

(5) The Producer shall obtain and keep in force during the term of employment of the performer a policy of comprehensive public liability insurance insuring the performer against any liability arising out of the performance by the performer in the course and scope of his employment under this collective bargaining agreement, under the direction and control of the Producer. Such insurance shall be in the amount of not less than $1,000,000 for injury to or death of one person in any one accident or occurrence and in an amount not less than $2,000,000 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure performer against liability for property damage of at least $250,000. Upon request of the performer, Producer shall provide evidence of such insurance coverage before performer shall be required to perform any stunt or act. Upon request of the Producer, the Union shall waive the requirements of this subparagraph (5) upon a showing satisfactory to the Union of adequate financial responsibility of the Producer. Producer will extend this insurance coverage to stunt performers and stunt coordinators whether or not performing a stunt, if such coverage is obtainable.

(6) Nothing herein contained shall be construed to: (i) deprive Producer of any lawful defense to such claim or action including the defense that such claim arose by reason of performer's acts outside the scope of his or her employment; or (ii) expand Producer's liability to any person under the applicable worker's compensation law.

(7) As to performers under this Agreement, legible accident reports and production reports shall be supplied promptly to SAG with information as to the name of the Producer, director, first assistant director, unit production manager, stunt coordinator, studio, show title and episode, production number and a full description of the accident involved.

B. Protection of Performers; Safety

It shall be the policy of the parties to this Agreement that performers employed hereunder shall, to the extent possible, not be placed in circumstances hazardous or dangerous to the individual. In furtherance of this policy, it is agreed:

(1) When Producer requires script or non-script stunts or stunt-related activity of a performer, an individual qualified by training and/or experience in the planning, setting up and/or performance of the type of stunt involved shall be engaged and present on the set. No performer without such requisite training and/or experience shall be required to perform a stunt or stunt-related activity without an opportunity for prior consultation by the performer with such individual. The foregoing provisions of this paragraph (1) shall not apply to a stunt performer who both plans and performs a stunt which does not involve other performers.

(2) No performer shall be required 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.

(3) If a performer is rigged with any type of explosive charge (including squibs), such performer shall be permitted prior consultation with the stunt coordinator and the qualified special effects person.

(4) The performer's consent shall be a requisite precondition to performing stunts or other hazardous activity. The performer's consent shall be limited to the stunt or activity described to the performer at the time consent was given. In the case of a minor, written consent to perform a stunt must be given by the minor's parent or guardian.

Violation of this provision shall be subject to liquidated damages in the amount of $900.

C. Protection of Stunt Performer; Safety

(1) All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.

(2) Equipment provided by Producer, for example, autos, cycles, wagons, etc., shall be in suitable repair for the safe and proper performance of the stunt.

(3) Persons involved in the planning and execution of a stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment to be used in the stunt on the day prior to its use, provided it is available. In any event, such persons shall have reasonable time for such inspections. No payment shall be due for any inspection.

D. Protection of Performers and Stunt Performers; Safety

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. Such person will have visible identification. The Producer will provide readily accessible first aid equipment necessary to administer such medical assistance. In such circumstances, transportation to the nearest medical facility providing emergency services shall be readily available. When such action or work is planned on location, the production company shall determine the nearest emergency medical facilities and capabilities thereof and communication therewith and assure that transportation to such facilities is readily available at all times during the performance of such work. The transportation vehicle referred to above shall be capable of accommodating a stretcher and first aid equipment. The parties agree to recommend that the Industry-wide Labor/Management Safety Committee develop appropriate guidelines as to first aid equipment and visible identification for the aforementioned person qualified to administer medical assistance on an emergency basis.

E. The performer's consent shall be required for flying in a helicopter. If the performer intends to withhold consent, he or she must notify the Producer of such intent prior to engagement.

F. Notice of Scripted Stunts

Producer shall instruct stunt coordinators to notify the Union of scripted stunts involving non-stunt performers, which notice shall include the date, location and Producer involved, to the extent known.

G. Safety Guidelines

The Producer shall obtain copies of all safety guidelines issued by the Industry-wide Labor/Management Safety Committee. Copies of such guidelines shall be available at the offices of the Alliance of Motion Picture & Television Producers and SAG. The Alliance of Motion Picture & Television Producers and SAG agree to cooperate in disseminating such guidelines to Producers as they are formulated during the course of this Agreement.

H. On-Camera Vehicle Driving

When any of the following conditions is planned as part of a driving sequence and special expertise is necessary in order to perform such driving sequence in a safe manner, the on-camera driver shall qualify as a stunt performer under Schedule H of this Agreement:

(1) When any or all wheels will leave the driving surface.

(2) When tire traction will be broken, *e.g.*, skids, slides, etc.

(3) Impaired vision - when the driver's vision will be substantially impaired by:

(a) Dust
(b) Spray (when driving through water, mud, etc.)
(c) Blinding lights
(d) Restrictive covering over the windshield
(e) Smoke
(f) Any other conditions which will substantially restrict the driver's normal vision.

(4) The speed of the vehicle will be greater than normally safe for the conditions of the driving surface, or when other conditions such as obstacles or

difficulty of terrain will exist or off-road driving, other than normal low-speed driving for which the vehicle was designed, will occur.

(5) When any aircraft, fixed-wing or helicopter is flown in close proximity to the vehicle creating a hazardous driving condition.

(6) Whenever high speed or close proximity of two (2) or more vehicles create conditions dangerous to the drivers, passengers, film crew or vehicles.

Nothing herein shall require the performer to be doubled when the performer has the special expertise to perform the sequence in a safe manner.

I. Stunt Doubling

When, for safety reasons, a performer is doubled on-camera as the driver of a vehicle, the double shall qualify as a stunt performer under Schedule H of this Agreement. This would also apply to passengers in a vehicle who must be doubled for their safety.

29. LOAN-OUTS

When Producer "borrows" a performer, whether from a domestic or foreign company, and whether or not the lending company is a signatory to a Screen Actors Guild collective bargaining agreement, and such performer is used by Producer within the jurisdiction of this Agreement, Producer guarantees to the Union that the performer who is so borrowed shall receive the same working conditions as provided herein, except the Union Security provisions; provided, however, that the Union Security provisions shall apply when the lending company is a signatory to a Screen Actors Guild collective bargaining agreement (whether such lending company is a domestic or foreign corporation) and the performer is used by the borrowing Producer within the jurisdiction of this Agreement; provided further, that the obligation to make the payment of pension and health contributions shall be subject to Section 34.K. Producer shall give reasonable advance written notice to the Union, prior to the commencement of the term of the loan-out, when Producer borrows a performer from a company, foreign or domestic, which is not a signatory to a Screen Actors Guild collective bargaining agreement, to render services within the jurisdiction of this Agreement.

30. PRODUCTION STAFF

A. Persons employed as members of Producer's casting or production staff will neither be engaged nor utilized as performers in any pictures on which they also render any services on Producer's casting or production staff without the express consent of the Union.

B. The only exceptions shall be the following:

(1) animal handlers (appearing in a scene in which they handle animals);

(2) performer/directors, performer/writers, or performer/producers engaged in written contract as such prior to the commencement of principal photography of a motion picture;

(3) in an "emergency" on location. "Emergency" is defined as a situation, on location, in which a member of the cast cannot perform because of unavailability for any reason.

C. Violations of the foregoing shall require payment of liquidated damages, as follows:

Day Performers:	$500.00
Three-Day Performers:	$600.00
Freelance Performers:	$800.00

31. PRODUCTION TIME REPORTS, LATE PAYMENTS, OVERWITHHOLDING AND PAYROLL AND UNEMPLOYMENT INSURANCE INFORMATION

A. Production Time Reports

(1) It shall be the required custom and practice to proffer a production time report made out in ink to all performers at the end of each day, which report may include other performers in the cast (working that day), and which reflects time in and out, time of meal periods (including non-deductible breakfasts), and travel (including the total number of miles round trip for studio zone locations) for such performer. Such report shall not be offered in blank. The

performer shall initial or sign such report. A performer may object to the accuracy of the information contained in the report. Signing or initialing of the report by the performer shall not constitute acceptance of the report, and the performer shall not be deemed to have waived any right to file a timely claim.

(2) Producer shall deliver a copy of the report for the previous week to the Union no later than the end of the following week.

(3) In the event there is a substantial breach of the foregoing requirements, liquidated damages in the amount of $275 shall be payable to the Union for each day of such substantial breach. In the event there is a dispute as to whether or not a substantial breach has occurred, the dispute shall be referred to and determined by the Cooperative Committee. In the event the Cooperative Committee cannot determine the dispute, the matter may be referred to arbitration.

(4) With reference to stunt performers, the amount of stunt adjustment shall be noted on the production time report or time card and shall be initialed by the stunt performer and an authorized representative of the Producer.

B. Late Payments

(1) The time of payment for day performers shall be five (5) days, excluding Saturday, Sunday and holidays. If the company is on location, checks mailed on the fifth day shall be deemed to constitute timely payment. Time of payment for all other performers shall be as provided in this Agreement.

(2) There shall be a $10 per day per performer late payment charge, excluding Saturdays, Sundays and holidays, for late payment applicable to all Schedules from the time payment becomes due (excluding *bona fide* emergencies of which the Union shall be given prompt notice within the time specified for payment hereunder), for a period not to exceed twenty (20) days, excluding Saturdays, Sundays and holidays, to a maximum of $200 per violation.

Upon receipt by Producer of a written notice by the Union or the performer that Producer is still delinquent, Producer shall have five (5) business days to issue the payment, including the late payment charges.

In the event payment is not made within said five (5) day period of the entire amount due, further late payment charges in the amount of

$2.50 per day retroactive to the date of receipt of notice of non-payment shall be due and shall continue to accrue, without limitation, until the delinquent payment, together with late payment charges, is fully paid.

Such charges for late payment shall be in addition to all other remedies which the Union may have against Producer under the contract.

Late payment charges shall accrue commencing ten (10) business days after the settlement of a disputed claim.

(3) If there is a dispute over the amount due the performer, and Producer pays the undisputed amount on time, or if there is a *bona fide* dispute as to the Producer's liability therefor, there will be no late payment charge during the pendency of the dispute.

C. Overwithholding

(1) The "Part-Year Employment Method" of withholding, as currently set forth in Section 31.3402(h)(4)-1(c) of the Internal Revenue Code Regulations or any applicable successor regulations, shall be utilized for any performer upon request of the performer and the form of declaration for each such use shall be attached to the performer's employment contract.

(2) The withholding of taxes on a weekly basis rather than on a daily basis for day performers, as then currently set forth in Internal Revenue Code Regulation Section 31.3402(c)-(1)(d)(2) or any applicable successor regulations, shall be utilized on the request of the day performer and the form of declaration for such use shall be attached to employment contracts of day performers.

(3) The obligation of the Producer to permit the election of the foregoing alternative withholding formulae shall be effective during such time as the Internal Revenue Code Regulations permit such alternatives.

D. Payroll and Unemployment Insurance Information

Upon request of a performer, Producer shall supply the following information, in writing, to the performer:

(1) The name, address and state identification number of the employer of record; and

(2) The state in which unemployment insurance is filed.

32. INDUSTRY ADVANCEMENT AND COOPERATIVE FUND

The parties have agreed to establish an Industry Advancement and Cooperative Fund, the proceeds of which are earmarked for the administration of programs such as the following: Seminars to enhance awareness of the casting and non-discrimination mandates contained in the Agreement, performers' safety, work in smoke, use of animals in motion pictures, providing showcases, proper screening procedures and verification of performers' eligibility to work in the United States. The parties have worked out the structure and details of the fund, which is comprised of both labor and management trustees.

Funding shall be provided by an employer contribution of three-tenths of one percent (.3%) of "gross compensation," as defined in Article 34.A. of this Agreement and Section 22(a) of the Television Agreement, and subject to the ceilings set forth in those clauses, paid to performers covered under this Agreement or the Television Agreement. It is understood that no IACF contributions shall be due in connection with the percentage payments due to performers pursuant to Sections 5, 5.1 and 5.2 of this Agreement and payments due to performers pursuant to Sections 18.1, 20 and 20.1 of the Television Agreement.

The parties also agree to recommend the following to the Trustees of the IACF:

(a) That a study be conducted of the methods by which Producers and SAG will be assisted in implementation of the Basic and Television Agreements by electronic reporting of compensation, production information and residuals reporting by media and territory;

(b) To establish a program designed to improve administration and enforcement of applicable laws and collective bargaining agreements governing the employment of minors in states other than California. The minors' study shall include the feasibility of a program including set visitations;

(c) That a method for reimbursing Producers for payment of certain claims arising out of inadvertent omissions from final cast lists on theatrical motion pictures be examined;

(d) That the issues relating to disbursement of funds to beneficiaries be examined with the goal of decreasing existing administrative burdens;

(e) Examination of a method for reimbursing Producers for payment of certain claims arising out of inadvertent omissions from the final cast list due to unidentifiable performances;

(f) That a study be conducted of appropriate standards for dance floors and the method for implementing such industry standard; and

(g) Examination of a method for reimbursing Producers for certain claims arising out of inadvertent omissions from final cast lists and other cast list adjustments occasioned by either the change in the rateable distribution formula for television motion pictures or by the change in the residual payment formula under Section 18.1 of the Television Agreement.

33. SUBCONTRACTING

Producer agrees that if Producer engages an independent contractor to photograph any footage to be used as part of a motion picture being produced hereunder by Producer, or to make still photographs or record sound tracks, then, with respect to such performers employed by such independent contractor whose employment would have been covered by the Basic Agreement had Producer employed them directly, Producer shall remain responsible under this Agreement for wages, hours and work standards provided hereunder. This shall not apply to the acquisition by Producer of stock film footage.

34. PENSION AND HEALTH PLANS

A. The Producer-Screen Actors Guild Pension and Health Plans, established in 1960, shall be funded by contributions made by Producers under SAG collective bargaining agreements providing for such payments to the Plans. With respect to employment covered hereunder on motion pictures, the principal photography of which commences on or after July 1, 2001 but prior to July 1, 2003, Producer shall pay to said Plans contributions in an amount equal to thirteen

and one-half percent (13.5%) of all gross compensation, as and when paid by Producer to all employees covered hereunder. With respect to employment covered hereunder on motion pictures, the principal photography of which commences on or after July 1, 2003, Producer shall pay to said Plans contributions in an amount equal to thirteen percent (13%) of all gross compensation, as and when paid by Producer to all employees covered hereunder.

The aforementioned thirteen and one-half percent (13.5%) shall be allocated as follows: eight and twenty-five hundredths percent (8.25%) of the contributions to the Health Plan and five and twenty-five hundredths percent (5.25%) of the contributions to the Pension Plan. The aforementioned thirteen percent (13%) shall be allocated as follows: seven and seventy-five hundredths percent (7.75%) of the contributions to the Health Plan and five and twenty-five hundredths percent (5.25%) of the contributions to the Pension Plan. The allocation of the thirteen and one-half percent (13.5%) or thirteen percent (13%) contribution rate between the Health Plan and Pension Plan may be changed at any time during the term hereof by the Boards of Trustees of the Pension Plan and the Health Plan, based on actuarial studies.

The term "gross compensation," as used in this subsection A., means all salaries and other compensation or remuneration, including compensation payable under Section 5 and 5.2 hereof, but only to the extent provided in said Sections, and excluding meal penalties, payments for rest period violations, traveling, lodging or living expenses, interest on delinquent payments, reimbursement for special hairdress or for wardrobe damage, but without any other deductions whatsoever. Such term also includes amounts paid to an employee with respect to services as a performer (including compensation paid as salary settlements) whether or not any services were performed.

However, and subject to the provisions of the next paragraph of this Section 34.A. relating to exclusivity monies, holding fees and option monies, with respect to motion pictures covered hereunder, when a performer is paid compensation at a rate in excess of $200,000 per picture, such percentage shall be paid on the first $200,000 only of such performer's compensation for such picture. Subject to the foregoing sentence, the percentage to be paid shall apply to the performer's gross compensation without any deduction whatsoever.

Amounts paid in consideration of exclusivity, for a "hold" on a performer and/or an option for acting services shall be subject to pension and

health contributions up to a maximum of $40,000. If all or a portion of the exclusivity/hold/option money is creditable against the fee due for acting services and the option is exercised, the amount so creditable shall be applied toward the $200,000 ceiling on contributions, computed as above provided. If the exclusivity/hold/option money is not creditable against the fee due for acting services and the option is exercised, then up to one-half (½) of the exclusivity/hold/option money, not to exceed $20,000, shall be applied against the pension and health contribution ceiling. This paragraph shall apply to all claims for pension and health contributions on exclusivity/hold/option monies outstanding on July 1, 1995 and to exclusivity/hold/option agreements entered into after July 1, 1995.

In addition to the foregoing money ceiling of $200,000, the following money ceilings for term contract performers shall be applicable to contributions to the Pension and Health Plans:

(1) Combination Term Contract

With respect to compensation for services in television motion pictures under such a contract, the appropriate ceilings set forth in the applicable Producer-SAG Television Agreement shall apply.

(2) Theatrical Term Contract

The $200,000 per picture ceiling referred to above with respect to the application of the pension and health contribution shall be computed as follows:

If the performer's individual employment contract contains a restriction on the number of theatrical pictures he may do in the period to which the restriction applies, then his total compensation for such period divided by that number determines his gross compensation per picture.

If there is no limitation on the number of pictures the performer may be required to do in the current contract term, then his total compensation for such term divided by the number of pictures in which he actually performed determines his gross compensation per picture.

If, on the expiration of any contract term, the performer is engaged in performing services in a picture and the Producer does not extend such current contract term, but exercises an option for the succeeding term and completes the production of such picture during such succeeding term, then, for the purpose of computing gross compensation paid to the performer for such picture, all gross compensation paid to the performer during the period such services are rendered in the completion of such picture shall be deemed to have been paid the performer during such contract term, and such picture shall be deemed to have been completed during such current contract term.

If the performer does not perform in any theatrical picture during any contract term, then there is no ceiling with respect to such contract term.

In each instance in which a "contract term" is referred to in this subparagraph (2), the same shall be deemed to include all extensions thereof.

B. Each Plan shall be administered by thirty-six (36) Trustees, eighteen (18) appointed by the Alliance of Motion Picture & Television Producers and ANA-AAAA Joint Policy Committee on Broadcast Talent Union Relations, in accordance with the allocation described below, and eighteen (18) appointed by the Union. The appointing authority shall also have the right at any time to remove any Trustee appointed by it and to substitute another Trustee.

The number of Trustees to be allocated to the respective employer associations shall be subject to review every three (3) years following the establishment of the Plans. At such times, the Trustees to be allocated to each employer association for the ensuing three (3) year period shall be determined in accordance with the proportion which the total cumulative contributions to the Plans for the preceding three (3) year period, made by the members of each such employer association, bear to the total contribution to the Plans made by members of all such employer associations during such period.

The references in this Section 34 to any employer association shall apply to any employer association which may be or become a successor thereto.

C. The Pension and Health Plans shall be industry-wide and open to all Producers signatory to any of SAG's collective bargaining agreements which provide for payments to the Plans, as above set forth. By signing a letter of

adherence to the Trust Agreement (hereinafter described), and upon acceptance by the Trustees, such other Producers shall be deemed to be parties to the Plans and to have appointed the Producers' Trustees previously appointed.

D. The funds contributed under the Pension Plan (hereinafter referred to as the "Pension Plan") and the Health Plan (hereinafter referred to as the "Health Plan") shall each constitute a separate Trust Fund created by a Trust Agreement to be executed by the parties to this Basic Agreement and adopted by the Trustees. The Trust Fund for the Pension Plan shall be used solely for the purpose of providing pension benefits, and for expenses connected with the establishment and administration of the Plan. The Trust Fund for the Health Plan shall be used solely for the purpose of providing health benefits for employees covered by SAG's collective bargaining agreements in the motion picture industry, who are eligible for such benefits under the Plan and, in the discretion of the Trustees, for their families and for expenses connected with the establishment and administration of the Health Plan.

E. The Trustees shall determine the form, nature and amount of pension and health benefits, respectively, the rules of eligibility for such benefits and the effective dates of such benefits. The health benefits may include, in the discretion of the Trustees, any one or more of the following benefits: death, accidental death, injury, disability, hospitalization, surgical expense and medical expense, and any other benefits permitted by law.

F. The Pension Plan and the Health Plan provided for herein, including the respective plans of benefits thereunder, shall be subject to the approval of the Internal Revenue Service as qualified Plans and as an appropriate business expense. If any part of either Plan is not so approved by the Internal Revenue Service, such Plan shall be modified by the Trustees, to such form as is approved by the Internal Revenue Service.

G. The Agreement and Declarations of Trust shall provide that no portion of the contributions thereunder may be paid or revert to any Producer.

H. Each Producer shall furnish the Trustees, upon request, with the required information pertaining to the names, job classification, Social Security numbers and wage information for all persons covered by this Agreement, together with such information as may be reasonably required for the proper and

efficient administration of the Pension and Health Plans. Upon the written request of SAG to the Producer, such information shall be made available to SAG.

I. These provisions for the Pension and Health Plans are in addition to, and not in substitution, in whole or in part, for any other existing pension and/or health plan covering any of the performers coming under this Agreement; and no performer shall lose, in whole or in part, any of his rights or privileges under such other pension and/or health plan by virtue of receiving or being entitled to receive benefits under the Pension and Health Plans. No payments, rights or privileges available to a performer under the Pension and Health Plans may be credited to any payments, rights or privileges to which such performer may be entitled under any other pension and/or health plan, and vice versa. However, the Health Plan may provide for a non-duplication of benefits with respect to persons coming under both this Health Plan and the AFTRA Health Plan.

J. No part of the Producers' contributions to the Plans may be credited against the performer's overscale compensation or against any other remuneration that the performer may be entitled to, no matter what form such other remuneration may take, nor shall it be subject to any talent agency commissions or other deductions; nor shall such contributions constitute nor be deemed to be wages due to the individual employees subject to this Agreement, nor in any manner be liable for or subject to the debts, contracts, liabilities or torts of such employees.

K. Loan-outs

The following shall apply with respect to the payment of pension and health contributions due when a Producer borrows the services of a performer from a loan-out company, as defined herein, and such performer is used by Producer within the jurisdiction of this Agreement. For purposes of this provision, a loan-out company is defined as a company, whether or not signatory to this Agreement, which is controlled by the loaned-out performer who is performing work covered by this Agreement.

(1) Pension and health contributions, subject to the ceilings, shall be based on the loan-out price for the performer's covered acting services.

(2) When other than covered acting services are being provided by the loan-out company, Producer agrees to separately state the compensation for

covered acting services. If there is a dispute over the portion of the loan-out price allocated to the performer's acting services, the performer's "customary salary" shall be given substantial consideration in resolving such dispute.

(3) Agreements with loan-out companies for covered services of the loaned-out performer shall provide that Producer shall make pension and health contributions directly to the Plans on behalf of the loan-out company.

L. Audits

(1) If, under the 1983 or any prior SAG Agreement, a loan-out company, as defined above, has failed to make the applicable pension and health contributions on behalf of the loaned-out performer pursuant to the provision corresponding to Section 36.K.(3)(b) of the 1986 SAG Agreement, Producer shall not be liable for such contributions if the loan-out company failed to pay such contributions more than four (4) years prior to the date of commencement of the audit that gives rise to the claim (whether or not it is of the loan-out company's records or the borrowing Producer's records). The date of commencement of the audit shall be deemed to be the date of actual audit entry, but in no event later than ninety (90) days after the date of the Plans' notice of intent to audit. The foregoing limitation shall apply to claims for contributions on behalf of loaned-out performers arising under the 1986 and 1989 Agreements, provided that the notice requirements set forth in Section 36.K.(3)(b) of the 1986 Agreement (or the corresponding provision of the 1989 Agreement) have been met. In the event that the Plan(s) conclude, based on an audit of a loan-out company's records, that there exists a claim for unpaid contributions, the Plan(s) or the Union must give the borrowing Producer written notification of any such claim for unpaid contributions at the time that the loan-out company is notified of such claim. In no event will the borrowing Producer be liable for any such unpaid contributions which were due from the loan-out company more than four (4) years prior to the date that the borrowing Producer was notified of the loan-out company's failure to make the contribution.

(2) Claims against Producer pursuant to subsection K.(3) above for pension and health contributions on behalf of performers borrowed from a loan-out company, or claims against Producer on behalf of performers employed directly by the Producer, must be brought within four (4) years from the date of filing of the compensation remittance report covering such performers.

(3) Any claim for contributions not brought within the four (4) year periods referred to in subsections L.(1) and (2) above shall be barred.

M. Adherence to Plans

By signing this Agreement, Producer thereby applies to become a party to and agrees to be bound by the Screen Actors Guild - Producers Pension Plan Trust Agreement and the Pension Plan adopted thereunder; and the Screen Actors Guild-Producers Health Plan Trust Agreement and the Health Plan adopted thereunder, if the Producer is not already a party to said Agreements and Plans.

Producer further hereby accepts and agrees to be bound by all amendments and supplements heretofore and hereafter made to the foregoing Agreements and documents.

Producer hereby accepts the Producer Plan Trustees under said Trust Agreements and their successors designated as provided therein.

N. Crediting Residuals Earnings in Excess of Contractually-Established Ceilings

The parties jointly recommend that the Trustees of the Producers-Screen Actors Guild Pension and Health Plans take appropriate measures to address the problem of crediting residual earnings in excess of the contractually-established ceilings to performers who receive such earnings and who are not otherwise eligible for health coverage or pension vesting credit.

O. Pension and Health Contributions for U.S. Performers Engaged under ACTRA or UBCP Contracts

During the 1998 negotiations, the Producers agreed to facilitate payment of pension and health contributions to the SAG plans based on SAG contribution rates and ceilings when U.S. performers are engaged under the Alliance of Canadian Cinema Radio and Television Artists (ACTRA) and Union of British Columbia Performers (UBCP) contracts. Based upon the joint efforts of the Producers and SAG, appropriate contract provisions to this effect have been added to the ACTRA and UBCP contracts.

35. ADDITIONAL PROVISIONS

A. Evasion

It is the policy of the Producer not to intentionally evade the provisions of this Agreement by acquiring pictures produced in the United States and which are made under terms and conditions less favorable than those provided herein.

B. Overnight Locations

(1) Notification

Performers shall be notified by Producer at the time of engagement, to the extent such information is then known, whether the engagement requires overnight location work and, if so, the approximate time and duration of such location work.

(2) *Per Diem*

All performers shall be entitled to a basic *per diem* allowance for meals on overnight locations, which shall be as follows:

Breakfast	$12.00
Lunch	18.00
Dinner	30.00
TOTAL:	$60.00

The foregoing *per diems* are minimums only and are subject to individual bargaining at not less than the indicated *per diem* rate.

Producers recognize that, on some locations, the prevailing reasonable cost for meals exceeds the foregoing amounts and, in such instances, Producer will adjust the *per diem* rates accordingly.

Regardless of the time of call, the first major meal (either lunch or dinner) served shall be deducted at the lunch rate.

The Producer shall have the right to deduct from the *per diem* the appropriate amount for each such meal furnished.

The Producer shall issue *per diem* checks to day performers before the start of each workday and to weekly performers before the start of each workweek.

(3) Holidays on Overnight Location

Saturday holidays may be recognized on Saturday on overnight location.

(4) Check Cashing Facilities

When a production company is on an overnight location for two (2) weeks or more, Producer shall make arrangements with a local bank for the cashing of compensation and *per diem* checks issued to performers working on such location, unless the bank(s) in the locale will not make such arrangements. The performer shall not be charged a check-cashing fee.

(5) Payday

Friday shall be the regular payday on overnight locations.

C. Maintenance of Telephone

Producer shall maintain a telephone within a reasonable distance on all locations where practical.

D. First-Class Transportation

Whenever referred to in this Agreement, transportation shall mean first-class transportation, when available.

First-class transportation shall be provided on commercial airlines when the performer is required to fly at the request of the Producer. The foregoing shall apply to jet flights as well as to prop-driven aircraft. The foregoing shall not apply when first-class transportation is not available or when a substantial number of the company is being transported. Charter flights may be used which provide

substantially equivalent accommodations. If six (6) or more performers travel together on the same flight and in the same class on jet flights, the coach class for such performers shall be deemed to be first-class transportation. This provision does not include "economy" flights. Notwithstanding the foregoing, first-class air transportation need not be provided with respect to auditions and interviews.

E. When Producer makes payments consistently late as a course of conduct, SAG, in addition to its other rights, shall be entitled to recover damages to be determined by arbitration.

36. TERM AND EFFECTIVE DATE

A. The term of this Agreement shall be for a period of three (3) years, commencing July 1, 2001 and expiring June 30, 2004, but continue thereafter until terminated by either party on at least sixty (60) days written notice.

B. This Agreement is intended as a codification of the Producer - Screen Actors Guild Codified Basic Agreement of 1998 and the 2001 Memorandum of Agreement between the Alliance of Motion Picture & Television Producers and Screen Actors Guild, Inc. Services rendered under previous Agreements, and motion pictures subject to those respective Agreements, shall be governed by such Agreements, respectively.

C. The effective date of this Agreement shall be July 1, 2001. Except as specifically otherwise provided, the provisions hereof relating to wage increases and working conditions shall be effective on and after July 1, 2001, and shall apply to services rendered on and after such date under existing contracts of employment and contracts of employment entered into on or after said date, and to motion pictures whose principal photography commenced after such effective date.

37. UNION'S ARTICLES AND BY-LAWS

The Union agrees that if there is anything in its Articles of Incorporation or its by-laws which will prevent it from performing its obligations hereunder, it will take proper steps to amend such Articles or by-laws so as to correct any such defect, and the Union further agrees that, during the term of this Agreement, it will not adopt any code for performers or any amendment to its Articles or by-laws which will be in conflict with its obligations under this Agreement. The Union

states that its by-laws provide that each of its members is bound by the provisions of this Agreement.

38. SEPARATE AGREEMENT AS TO EACH PRODUCER

A. This Agreement is a separate agreement as to each Producer and is not joint and several, and shall be construed as a separate agreement between the Union and each Producer signatory hereto.

B. This Agreement may be executed in any number of counterpart originals, each counterpart to have the same effect as an original, or by letter accepting all terms and conditions hereof.

C. This Agreement shall be binding on the signatories hereto and all parties who, by reason of mergers, consolidations, reorganizations, sale, assignment or the like, shall succeed to, or become entitled to, a substantial part of the production business of any signatory. Each Producer agrees that its signature to this Agreement shall likewise bind subsidiary and controlled companies engaged in the production of motion pictures to the terms of this Agreement.

39. OTHER PRODUCERS MAY BECOME PARTIES

Any person or corporation now or hereafter engaged in the business of producing motion pictures in the United States of America shall be afforded the opportunity of becoming a party to this Agreement.

40. PURPOSES OF CODIFICATION - SAVING CLAUSE - TITLE

A. The purpose of this Codified Agreement is to present in a more convenient and usable form the effective provisions contained in the Producer-Screen Actors Guild Codified Basic Agreement of 1998, as modified by the 2001 Memorandum of Agreement, without in any manner changing the intent or meaning of said provisions.

B. In the event that the Union or any Producer shall discover that any effective provision contained in the foregoing Agreements has been unintentionally omitted from this codification, such party may request its inclusion herein; the Union and the Alliance of Motion Pictures & Television Producers agree to promptly discuss the request and, if they determine that the provision was

unintentionally omitted, then the parties agree to include such provision in this codification.

C. Except as otherwise provided, these provisions cover new or increased minimum scale compensation for services (including such new or increased compensation resulting from new or different working conditions), new or increased minimum payments or contributions based upon compensation, and new or increased rerun and residual payments to be paid to the employees covered by the terms of the Agreement.

D. This Agreement may be referred to as the **PRODUCER-SCREEN ACTORS GUILD CODIFIED BASIC AGREEMENT OF 2001.**

41. RULES OF CONSTRUCTION

A. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning, and not strictly for or against the Union or the several Producers. Unless otherwise specifically defined herein, the terms used shall be given their common meaning in the motion picture industry.

B. The headings of Sections or subsections are not a part of this Agreement and shall not be construed as altering the meaning of the text of this Agreement.

C. If any portion of this Agreement shall be held illegal, such portion shall be ineffective, but if such portion is a major provision of this Agreement, either party may thereupon terminate this Agreement on ninety (90) days' written notice to the other party.

42. SERVICE OF NOTICES

Any notice which either party may desire to serve upon the other may be served personally in Los Angeles County upon a corporate officer of such party or by registered mail, postage prepaid, addressed to such party at its principal place of business in Los Angeles County. The Union agrees that a copy of any such notice shall be delivered or mailed, as aforesaid, to the Alliance of Motion Picture & Television Producers at its office in Los Angeles County.

43. NUDITY

A. The Producer's representative will notify the performer (or his representative) of any nudity or sex acts expected in the role (if known by management at the time) prior to the first interview or audition. The performer shall also have prior notification of any interview or audition requiring nudity and shall have the absolute right to have a person of the performer's choice present at that audition. Total nudity shall not be required at such auditions or interviews; the performer shall be permitted to wear "pasties" and a G-string or its equivalent.

B. During any production involving nudity or sex scenes, the set shall be closed to all persons having no business purpose in connection with the production.

C. No still photography of nudity or sex acts will be authorized by the Producer to be made without the prior written consent of the performer.

D. The appearance of a performer in a nude or sex scene or the doubling of a performer in such a scene shall be conditioned upon his or her prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. Such consent must include a general description as to the extent of the nudity and the type of physical contact required in the scene. If a performer has agreed to appear in such scenes and then withdraws his or her consent, Producer shall have the right to double, but consent may not be withdrawn as to film already photographed. Producer shall also have the right to double children of tender years (infants) in nude scenes (not in sex scenes).

44. HUMANE TREATMENT OF ANIMALS - STATEMENT OF POLICY

The Producers believe that they have a highly commendable record of protecting animals and of preventing their abuse during production of motion picture and television films. They believe that this has been a responsibility most filmmakers have accepted and exercised with diligence over the years.

Producers believe that trained animals are available which can perform with realism and without danger of injury or death and, in addition, as part of a long-term policy, Producers have cooperated with the Hollywood office of the American Humane Association. Producers believe it is important for this liaison

to continue in the interest of assuring responsible, decent and humane treatment of animals.

Producer shall not utilize any performer to perform in a scene for any motion picture in which an animal is intentionally tormented or killed, except that the photography of animals being killed pursuant to the provisions of a legal hunting season shall be excluded.

The Producer shall notify the American Humane Association prior to the commencement of any work involving an animal or animals and advise it of the nature of the work to be performed. Script scenes involving animals shall be made available to the American Humane Association.

Representatives of the American Humane Association may be present at any time during the filming of a motion picture when any animals are used.

45. VIDEOTAPE

All of the terms and conditions of this Agreement shall apply to the employment of performers in videotaped programs.

46. VERIFICATION - CODING

Regarding a possible system of coding and monitoring theatrical or television motion pictures produced under this Agreement or which appear on television or are exhibited through the Internet, a joint Producer-Union Committee will be established and will meet within ninety (90) days after the effective date of this Agreement to consider any workable system when it is available, and such Committee shall investigate and make recommendations, which will be given consideration by the Producers.

47. CASTING

A. Casting which is done outside the studio shall be conducted on a business-like basis, with regular business hours and telephone service.

B. At least once per month, Producer will send a casting director, if one is then engaged, to the showcases jointly sponsored by the Union and Casting

Society of America. Such casting director may instead expend a comparable amount of time holding general interviews.

48. FAVORED NATIONS CLAUSE

If, during the term of this Agreement, any union through its collective bargaining agreement negotiated with the Alliance of Motion Picture & Television Producers obtains a "Cost of Living Escalation Clause" with respect to minimum rates, then, in such event, the Union will be entitled to the benefits of such clause commencing with the third year of this collective bargaining agreement.

49. PHOTOGRAPHY OF STAGE PERFORMANCE (INSTANT MOVIES)

Producer will give the Union at least sixty (60) days' advance notice of the employment of any performer in a motion picture to be made from a currently running legitimate stage play, ballet, opera, or other legitimate stage performance (all being referred to in this Section for convenience as a "play"), or a play which has closed within eight (8) weeks of the commencement of the production of such motion picture, and which play, staged substantially as presented on the legitimate stage and utilizing substantially the same cast as the play, is to be photographed as a motion picture. Producer and the Union agree to meet within thirty (30) days from receipt of such notice for the purpose of negotiating with respect to the terms and conditions of such employment. If no agreement is reached with respect thereto within such sixty (60) day period, the Union may instruct its members to withhold services with respect to the production in such motion picture only.

This provision shall not apply to a motion picture produced from a screenplay written for such motion picture, based on such play, and photographed in a normal motion picture manner as distinguished from a recordation, as such, of the play.

50. EMPLOYMENT OF MINORS

A. Preamble

(1) The Producers and Union, recognizing the special situation that arises when minor children are employed, have formulated the following

provisions in addition to those contained in other Sections of this Agreement to ensure that:

(a) The environment in which the performance is to be produced is proper for the minor;

(b) The conditions of employment are not detrimental to the health, morals and safety of the minor; and

(c) The minor's education will not be neglected or hampered by his or her participation in such performance.

(2) Engagement

Upon employment of any minor, Producer shall notify the minor's parent or guardian of the terms and conditions of employment, including the name of the Producer, place and duration of location work, if any, and special abilities required.

Upon the employment of any minor in any areas outside of California, Producer shall notify the Union of such employment and the area where such employment will take place.

B. It is recognized that when minors are employed in the State of California or taken from the State of California pursuant to a contractual arrangement made in the State of California, the applicable California laws and regulations shall regulate such employment.

When minors are hired and employed within states other than California, the Producer shall be required to determine and comply with the prevailing law governing and defining minors. In addition to these legal requirements for minors not employed in the State of California or not taken from the State of California pursuant to a contractual arrangement made in the State of California, the Producer and the Union agree to the following provisions of Section 50 herein for the employment of minors:

C. Definition of Minor

The term "minor," as used herein, means any performer under the age of eighteen (18) years, except that it shall not include any such performer if: (1) the performer has satisfied the compulsory education laws of the state governing the performer's employment; (2) the performer is married; (3) the performer is a member of the armed forces; or (4) the performer is legally emancipated, in which case it is agreed that both the Producer and the minor shall comply fully with the legal terms of the minor's emancipation.

D. Education

(1) (a) If a minor is guaranteed three (3) or more consecutive days of employment, Producer agrees to employ a teacher, from the first day of such employment, whenever the minor is engaged on any day during which the primary or secondary school regularly attended by the minor is in session. The same shall apply when the Producer's production schedule for a given production plans for scenes to be photographed with the minor on three (3) or more consecutive days. When the minor is employed in scenes planned on the production schedules for only two (2) consecutive days and it is subsequently determined that additional calls will be necessary, Producer shall use its best efforts to provide a teacher on the third consecutive day of such employment or, at the latest, on the fourth consecutive day of such employment and thereafter.

(b) On any day a minor is employed but is not otherwise entitled to have a teacher, the minor shall nevertheless be taught if the primary or secondary school such minor regularly attends is in session and Producer has employed a teacher to instruct another performer engaged on the same production.

(c) If Producer employs a minor for post-production work, no teacher need be provided if the minor's call for such work is after the minor's regular school has been dismissed for the day.

(d) Producer shall provide schooling as required by this Agreement during Producer's workweek for the production.

(2) Such teacher shall have proper teaching credentials appropriate to the level of education required (*i.e.*, primary or secondary level) from Washington D.C. or any state within the United States, but need not be

credentialed by or a resident of the state wherein the minor's employment occurs unless otherwise required by law.

(3) The teacher's remuneration shall be paid by Producer.

(4) Producer shall provide a ratio of not more than ten (10) minors per teacher, except that up to twenty (20) minors may be taught per teacher if the minors are in not more than two (2) grade levels.

(5) A teacher may not serve more than one (1) production in any one (1) day, except in an emergency and except as provided in subsection D.(1)(c) above.

(6) If the minor's regular instruction is primarily in a language other than English, teaching in that language will be provided whenever feasible.

(7) However, on any day that the minor is not required to report to the set, the minor may attend his or her regular school, but Producer shall not count more than three (3) hours of the hours attended per day at the minor's regular school as school time for purposes of this Agreement. If the minor's parent or guardian does not choose to have the minor attend regular school on such day, Producer may elect to either teach the minor on the set or in the minor's home or in the home of the teacher employed by Producer, but only if there are no other minors present in the home who are not also being taught by the teacher.

(8) Producer agrees to provide a school facility, such as a schoolhouse, classroom, trailer schoolhouse or other schooling area, which closely approximates the basic requirements for classrooms, especially with respect to adequate lighting, heating, desks and chairs. Stationary buses or cars are not adequate school facilities unless used exclusively for the minors during instruction. A moving car or bus shall never be used as a school facility; minors must not be taught while being transported to or from local locations.

(9) Producer shall provide schooling equipment and supplies. However, the minor's parent or guardian must, if permitted by the minor's regular school, secure school assignments and the minor's school books for use at the place of employment.

(10) No one shall be allowed in an area being utilized by Producer as a school facility except the teacher and those minors being taught.

(11) The teacher shall determine the required number of hours to be devoted to instruction during a day, but the minor must be taught an average of at least three (3) hours per day, no period of less than twenty (20) minutes duration being acceptable as school time. The maximum number of hours that may be set aside for the minor's instruction in any one (1) day shall be as follows: for kindergarten, four (4) hours; for grades one (1) through six (6), five (5) hours; and for grades seven (7) through twelve (12), six (6) hours.

(12) Producer shall require the teacher to prepare a written report for each minor covering attendance, grades, etc. These reports shall be given to the minor's parents or guardian to deliver to the minor's regular school at the end of each assignment or at such intervals as required by such school.

E. Supervision

(1) On days when the minor's regular school is in session, Producer must require the minor to report to the teacher immediately upon arrival at the place of employment. When school is in session, the teacher has primary responsibility for the education and supervision of the minor.

(2) Presence of the teacher does not relieve parents, however, of the responsibility of caring for their own children. A parent or guardian must be present at all times while a minor is working, and shall have the right, subject to filming requirements, to be within sight and sound of the minor, except as restricted herein by subsection D.(10).

(3) When a parent is working at the minor's place of employment but not at the scene of employment, either the other parent or a guardian must be present with the minor.

(4) A guardian, as that term is used in this Section, must be at least eighteen (18) years of age, have the written permission of the minor's parent(s) to act as a guardian, and show sufficient maturity to be approved by Producer (and teacher, if teacher is present).

(5) No minor may be sent to wardrobe, make-up, hairdressing, or employed in any manner unless under the general supervision of a teacher, parent or guardian.

(6) If Producer engages any minor under the age of fourteen (14), Producer must designate one (1) individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent or guardian and teacher, when one is present, of the name of such individual.

(7) Parents and guardians are not permitted to bring other minors not engaged by Producer to the place of employment without Producer's specific permission.

F. Working Hours

(1) Minors less than six (6) years of age are permitted at the place of employment for six (6) hours (excluding meal periods, but including school time, if any).

(2) Minors who have reached the age of six (6) years but who have not attained the age of nine (9) years may be permitted at the place of employment for eight (8) hours (excluding meal periods, but including school time).

(3) Minors who have reached the age of nine (9) years but who have not attained the age of sixteen (16) years may be permitted at the place of employment for nine (9) hours (excluding meal periods, but including school time).

(4) Minors who have reached the age of sixteen (16) years but who have not attained the age of eighteen (18) years may be permitted at the place of employment for ten (10) hours (excluding meal periods, but including school time).

(5) 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. On evenings preceding non-school days, the minor's work day shall end no later than 12:30 a.m. on the morning of the non-school day.

(6) If a minor is at location, the minor must leave location as soon as reasonably possible following the end of his or her working day, and may not be held for transportation.

(7) Interviews and fittings for children who are attending school shall be held outside of school hours. Such interviews and fittings shall be held not later than 9:00 p.m.

At least two (2) adults shall be present at all times during a fitting.

(8) A minor shall not work more than six (6) consecutive days. However, for this purpose, a day of school only or travel only shall not be counted as one of said consecutive days.

(9) Producer shall set the first call at the beginning of the minor's employment and dismissal on the last day of the minor's employment so as to ensure that the minor will have a twelve (12) hour rest period prior to and at the end of the employment. For example, if a minor's last day of employment is Wednesday, and the minor will be attending school at 8:30 a.m. on Thursday, the minor must be dismissed by 8:30 p.m. on Wednesday.

G. Dressing Rooms

No dressing rooms shall be occupied simultaneously by a minor and an adult performer or by minors of the opposite sex.

H. Play Area

A safe and secure place for minors to rest and play must be provided by Producer.

I. Medical Care and Safety

(1) The minor's parent or guardian must provide Producer a certificate signed by a doctor licensed to practice medicine within the state wherein the minor resides or is employed, stating that the minor has been examined within six (6) months prior to the date he or she was engaged by Producer and has been found to be physically fit.

(2) Prior to a minor's first call, Producer must obtain the written consent of the minor's parent or legal guardian for medical care in the case of an emergency. However, if the parent or legal guardian refuses to provide such consent because of religious convictions, Producer must at least obtain written consent for external emergency aid, provided that the obtaining of such consent is not contrary to the aforementioned religious convictions.

(3) No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes he/she would be in such danger, the parent or guardian may have the teacher and/or stunt coordinator, if either or both are present, discuss the situation with the minor. If the minor persists in his/her belief, regardless of its validity, the minor shall not be required to perform in such situation.

(4) When a minor is asked to perform physical, athletic or acrobatic activity of an extraordinary nature, the minor's parent or guardian shall first be advised of the activity and shall represent that the minor is fully capable of performing the activity. Producer will comply with reasonable requests for equipment that may be needed for safety reasons.

J. Child Labor Laws

(1) A summary of the applicable state child labor laws governing the employment of the minor shall be kept in the Producer's production office if such summary is readily available.

(2) Any provision of this Section which is inconsistent and less restrictive than any child labor law or regulation in applicable state or other jurisdictions shall be deemed modified to comply with such laws or regulations.

K. Inconsistent Terms

The provisions of this Section shall prevail over any inconsistent and less restrictive terms contained in any other Sections of this Agreement which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such Sections.

L. Arbitration

Any dispute between performer and Producer with respect to any provision contained in this Section shall be arbitrable, regardless of the amount of compensation paid or guaranteed to the performer. Any such dispute between the Union and Producers shall likewise be arbitrable. The procedures for such arbitrations shall be those contained in Section 9 hereof.

M. Overnight Location - Expenses

When state law or this Agreement requires that a parent or guardian of a minor be present while such minor is working and such minor is employed on an overnight location under the terms of this Agreement, Producer will, in conjunction with its negotiation for the minor's services, also negotiate in good faith with respect to expenses incurred by the parent or guardian for transportation, lodging and meals that may be required for the assignment and such expenses must be approved in advance. In the case of air transportation, Producer will endeavor to provide for the parent or guardian the same class of transportation, on the same flight as the minor, if reasonably available. In the case of lodging, Producer shall endeavor to provide a room for the parent or guardian in the same facility and adjacent to the minor's room, if reasonably available, provided that a minor under eleven (11) years old may be required to share his/her room with his/her parent or guardian, and a minor eleven (11) years to sixteen (16) years old may be required to share his/her room with a parent of the same sex.

N. Time Cards

On production time reports or time cards submitted to the Union, Producer shall designate minors with a "K" next to the minor's name.

51. ALCOHOLISM AND DRUG ABUSE PROGRAM

Producers and the Union recognize alcoholism and drug abuse as conditions which impact upon the productivity and safety of the motion picture industry. The parties agree to cooperate in an effort to establish a functioning alcoholism and drug abuse program to benefit the motion picture industry.

52. TRANSLATION

Performer may not be required to translate another performer's dialogue into any language other than that in which a script is written. However, performer may bargain separately for such non-covered services.

53. TEMPORARY EMPLOYMENT - NON-RESIDENT ALIEN PERFORMERS

Whenever the Producer files a petition for temporary employment with a governmental agency on behalf of a non-resident alien performer whose employment would be covered under this Agreement, Producer shall also inform the Union of the role to be portrayed by the performer, the salary to be paid and the performer's prior acting experience. The Union shall keep such information confidential.

The Union agrees to cooperate with the Producer and the governmental agency to expedite the petition process. The Union shall support any petition filed on behalf of a non-resident alien performer who has previously been granted such a permit for temporary employment for work covered under this Agreement and whose contemplated employment would be covered under Schedule F of the Codified Basic Agreement. As to petitions filed on behalf of all other performers, the Union shall make a good faith determination of support or non-support for such petitions, based upon the agency's criteria for granting such petitions.

54. DEFINITION OF NETWORK

The term "network," as used in this Agreement, means ABC, CBS, NBC and, effective July 1, 2003, Fox Broadcasting Company ("FBC"), or any other entity which qualifies as a "network" under Section 73.662(f) of the rules of the Federal Communications Commission, unless the FCC determines that such entity is not a "network" for purposes of such Section.

55. STUNT COORDINATORS

This Agreement covers stunt coordinators performing stunt coordinating work, whether or not other services are rendered under this Agreement. However, the addition of the stunt coordinator classification to those covered under the Agreement is not intended, nor shall it be construed, either to require the

employment of stunt coordinators in circumstances in which persons other than stunt coordinators are presently or have heretofore performed the functions of stunt coordinators nor to diminish the employment of stunt coordinators by assigning stunt coordinating work to persons in positions in which such work has not customarily been performed.

56. BODY DOUBLES

Body doubles employed in scenes requiring nudity or conduct of a sexual nature shall be principal performers, except that the provisions relating to residuals, screen credit, consecutive employment and preference of employment shall not apply to such persons. Notwithstanding the foregoing:

A. Body doubles shall be paid for intervening days on an overnight location when required to remain at such location by the Producer; and

B. When employed to work in the Extra Zones covered by Schedule X, Part I, the preference of employment provisions thereof (*i.e.*, Section 43 of Schedule X, Part I) shall apply to the employment of body doubles; when employed in the Extra Zones covered by Schedule X, Part II, the preference of employment provisions thereof (*i.e.*, Section 44 of Schedule X, Part II), shall apply to the employment of body doubles.

57. DUBBING

With respect to theatrical motion pictures produced under this Agreement, the principal photography of which commences on or after July 1, 2001, the sound track of which is dubbed by Producer, or by a contractor engaged by Producer, in the United States, into a language other than English, Producer agrees that the dubbing performers shall be accorded substantially equivalent economic terms to those provided in the Screen Actors Guild Modification (Dubbing) Agreement of 2001 ("Dubbing Agreement").

58. WORK IN SMOKE

A principal performer shall be advised at the time of booking and/or audition that work in smoke will be required, if known, and if not so advised, will be given prior notification when smoke is scheduled to be created on any set on which the performer is scheduled to work. If the performer is not so advised, then

the performer may refuse to work in smoke for *bona fide* personal health reasons and shall receive a half day's pay or pay for time actually worked, whichever is greater. Whenever possible, such notice shall be given by stating on the call sheet that smoke is to be used.

When smoke is used on an interior set, the stage shall be periodically ventilated or exhausted, vertically or laterally, or all performers shall be allowed to be away from the stage in a smoke-free environment at appropriate intervals.

Producer shall make the applicable Material Safety Data Sheet ("MSDS") available on the set on any day on which smoke is used. Upon request of a performer, Producer shall furnish a copy of the MSDS to the performer.

59. PROJECT INFORMATION

The following shall apply only to Qualified Residual Payors, Qualified Distributors and Qualified Buyers and to those signatory production companies for which a Qualified Residual Payor, Qualified Distributor or Qualified Buyer has agreed to assume the obligation to pay residuals or to guarantee the payment of residuals for that motion picture:

The Producer shall furnish a notice containing the following information to a designated representative of the Union at or prior to the time that the Producer clears performers through Station 12 on each theatrical motion picture, long-form television motion picture, one-time program and episodic series:[8]

- the name, address and telephone number of the production company;
- the type of production involved;
- the working title of the production; and
- the principal location at which photography is scheduled to occur.

Both the Union and the Producer shall designate a representative for the other party to contact in the event of questions concerning the foregoing.

[8] Only one such notice need be given for any episodic series.

The parties agree to convene the Contract Adjustment Committee to examine the necessity for this report after this requirement has been in effect for at least twelve (12) months, but not later than eighteen (18) months.

All other Producers shall continue to provide information prior to the start of principal photography as substantially set out in the Unions' Production Information Sheet.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein written.

On behalf of the Producers in the multi-employer unit listed on Exhibit A hereto represented by **THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS:**

By: _____ Date: 3/14/2002

J. Nicholas Counter III
President
AMPTP

SCREEN ACTORS GUILD, INC.

By: _____ Date: _____

A. Robert Pisano
National Executive Director/Chief Executive Officer
Screen Actors Guild, Inc.

EXHIBIT A

COMPANIES IN THE MULTI-EMPLOYER UNIT REPRESENTED BY THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

3-Oh!-5 Creative, Inc.

Ace Films
Adaptation Productions, Inc.
A G Media Corporation Limited
AJA Productions, Inc.
Alan Bernhard Creative Enterprises, Inc.
Alex Entertainment, Inc.
Allenford Productions, Inc.
Alpine Productions, Inc.
The American Lives Film Project, Inc.
American Princess, Inc.
Angie Miceli
Appleton Productions, Inc.
Ariel Acts, Inc.
Arlington Productions, Inc.
Arthur L. Swerdloff Productions
Ashland Productions, Inc.
The Avnet/Kerner Company
Avenue Pictures, Inc.
Avery Pix Inc.

Baby Boy Productions, Inc.
Baby Wranglers, Inc.
Background Services, Inc.
BBK Productions Inc.
Belleville Productions, Inc.
Berlin Productions, Inc.
Best Friends Productions, Inc.
Big Fin Productions, Inc.
Big Ticket Productions Inc.
Black Coffee Productions, Inc.

Black Hawk Entertainment, Inc.
Blue Streak Productions, Inc.
Blue Thunder Films
Boiler Room Inc.
BOT Productions, Inc.
Buzzco Associates, Inc.

Canterbury Productions, Inc.
Carla Singer Productions
Cartoon Network Studios, Inc.
Castle Rock Pictures, Inc.
Castle Rock Television, Inc.
Centre Communications, Inc.
Century Entertainment LLC
Cine-Com Entertainment Services, Inc.
Circuit, LLC
Clandrew Inc. dba Andrew Solt Productions
Code Pink Inc.
Columbia Pictures Industries, Inc.
The Colvin Group, Inc.
Consolidated Artists Payroll Service, Inc.
Cooler Heads Productions LLC
Corporate Video Services, Inc.
Corsica Productions, Inc.
Crosby Films, Inc.

D&C Film Production Inc.
Danny Boy Productions, Inc.
David F. Frankel Productions Inc.
Desert Winds Entertainment Inc.
Diamond Age Productions, Inc.
DIC Post, Inc.
dick clark productions, inc.
DITW Productions, Inc.
DLT Entertainment Ltd.
Dog Films, Inc.
Down East Productions, LLC
Doze Productions, Inc.
DreamWorks Animation LLC

DreamWorks Dramatic Television LLC
DreamWorks Productions LLC
DreamWorks SKG TV LLC

Edgewood Studios
Elizabeth Street Productions
ELP Communications
Emmett Street Films, Inc.
Emperor Productions, Inc.
E.O.B. Productions, Inc.
Evans/McNamara
Everlasting Pictures, Inc.

Famous Players, Inc.
"Fast Sofa Productions, Inc."
FilmQuest Pictures Corporation
Finish This, Inc. dba Post Haste
The FKPS Company
flash frame Productions, Inc.
Floresta Productions, Inc.
Fox Square Productions, Inc.
The Frederick S. Pierce Company, Inc.
FRT Productions, Inc.
Furious Pictures Corporation

Gas Station Zebra, LLC
Giorgio Moroder Enterprises
Gladiator Productions LLC
Glenhill Productions, Inc.
Global Doghouse, Inc.
Gloria Productions, LLC
Grafasi, Inc.
Granada U.S. Productions
Grand Slam Productions Inc.
Granville Productions, Inc.
The Greenblatt Janollari Studio, Inc.
Green/Epstein Productions Inc.
The Gurin Company

H & K Financial Services, Inc.
Hatbox Productions, Inc.
HEP Series Telpro, Inc.
High Productions, Inc.
Hillard Productions, Inc.
Hollyvista Productions, Inc.
Hoofbeats Productions, Inc.
Hoover Productions, Inc.
Horne Entertainment Inc.
Hostage Productions, Inc.
Hudson Productions, Inc.
Hunky Dory, Inc.
Hyperion Animation Company, Inc.

Invader Productions, Inc.

Jazz Pictures, Inc.
Joash Productions, Inc.
John V. Stuckmeyer, Inc. dba Great Falls Productions, Inc.
The Jon Avnet Co. II

Kaleidoscope Films Group, LLC
Kandoo Films, Inc.
Karson Films, Inc.
Katy Mac Session Productions
Keeble Productions, Inc.
Kelley Productions, Inc. dba David E. Kelley Productions
KHK Productions, inc. dba Abacab Productions
King Phoenix Productions, Inc.
King Telpro, Inc.

La Mesa Productions, Inc.
Lafitte Productions, Inc.
Lava Films, Inc.
Lee Mendelson Film Productions, Inc.
Limbus Productions, Inc.
Looks At Productions, Inc.
Love & War Productions Ltd.
Lumiere Productions, Inc.

MA7
MacGillivray Freeman Films, A California Corporation
Macrose Music, Inc.
Madison Productions, Inc.
The Magnolia Project, Inc.
Mendelson/Paws Productions
The Mendocino Corporation
Metro-Goldwyn-Mayer Pictures Inc.
Metro-Goldwyn-Mayer Television Entertainment Inc.
Michael Dugan Productions
Michele Lee Entertainment, Inc.
Michele Lee Productions, Inc.
Mitchell Entertainment, Inc.
Modernica Pictures Inc.
Montrose Productions, Inc.
Mountain High Productions, Inc.
Mountain Valley Productions, Inc.
Mountcrest Productions, Inc.
Mountie Productions LLC
Mr. Kirby Productions, Inc.

McCool's, Inc.
McFarlane Productions, Inc.
McKlusky Productions, Inc.

Nash Bridges Productions, Inc.
National Studios, Inc.
New World Animation, Ltd.
New York Communications, Inc.
Night Life Inc.
Niki Marvin Productions, Inc.
Nunez-Gowan Productions, Inc.

Oak Knoll Pictures
October Holdings, Inc.
Olivia Productions, Inc.
Osage Productions, Inc.
Oz Productions, Inc.

Pacific Productions LLC
Panomone Productions, Inc.
Paramount Pictures Corporation
Party In A Parlor, Inc.
Patwil Productions, Inc.
Pet II Productions, Inc.
Peter Baloff Creative Services, Inc.
Phoenix Pictures Inc.
Planet Productions Corp.
Plaster City Productions, Inc.
Popcorn Cinema Company
Presidio Pictures
Pretty Horses, Inc.

Randall Scherrer Advertising
Random Hearts Productions, Inc.
Rastar Productions, Inc.
Readcrest Productions, Inc.
Regency Television Productions, Inc.
Relay, It's Just, LP
Reseda Productions, Inc.
Riot Of Color, Inc.
Riverside Actors Holdings, Inc.
Robert Chartoff Productions, Inc.
Rosecrans Productions, Inc.
Rosemont Productions International Ltd.
Rush Hour Productions, Inc.
Rysher Productions, Inc.

S/H Productions, Inc.
SCN Enterprises, LLC
San Vicente Productions, Inc.
Samuel Goldwyn Productions
Sane Productions, LLC
Scenic Productions, Inc.
Searching for Paradise, LLC
Sean S. Cunningham Films, Ltd.
Seneca Productions, Inc.
Sense of Austen, Inc.

September Productions
Shadow and Light Productions, Inc.
Shawmut River Productions, Inc.
Shokri Pictures, Inc.
Sillery Mayer & Partners, Inc.
Single Frame Films
The SKPS Company
Small Town Pictures, Inc.
Snipes Productions, LLC
Sound Check, Inc.
Spelling Television Inc.
Spinnaker Films, Inc.
Stephen J. Cannell Productions, Inc.
Stepmom Productions, Inc.
Sticky Productions, Inc.
Stoneblood Film Productions, Inc.
Strike-a-Match Productions
Switching Channels, Inc.

Talent Court Productions, Inc.
The Talent Fund, Inc.
Talk Productions, Inc.
Taweel-Loos & Company dba TLC Entertainment
TCB Productions, Inc.
Telenova Productions, Inc.
The Texas Boys, Inc.
Thrill Street Entertainment, Inc.
Ticker LLC
Tiny Tot Productions, Inc.
Tobor Pictures, Ltd.
Toluca Holdings, Inc.
Topanga Productions, Inc.
Touchstone Television Productions, LLC
TriStar Television, Inc.
Turner Films, Inc.
TV is OK Productions Inc.
Twentieth Century Fox Film Corporation
Two Brothers, Inc.

United Artists Pictures Inc.
The United General Film Corporation, Inc.
Universal City Studios, Inc.
Universal Pictures Company, Inc.
Universal Studios Network Development, Inc.
Universal Studios Network Programming

Valley Vista Productions, Inc.
Vasanta Productions, Inc.
Viacom Productions Inc.
Virtucon, Inc.
Viviano Entertainment, Inc.
Voices Productions, Inc.

Walt Disney Pictures & Television
Warner Bros.
Warner Bros. Television Production
Warren Garfield & Associates
Wayward Son Productions, Inc.
Westgate Productions, Inc.
Westholme Productions, Inc.
Woof Productions, Inc.
Wooster Productions, Inc.
Working Bear Productions, Inc.
World Wide Pictures, Inc.

Yala Productions, Inc.

SCREEN ACTORS GUILD

Casting Data Report

See Reverse For Instructions

THIS FORM MUST BE COMPLETED FOR EACH MOTION PICTURE AND EACH EPISODE OF EACH SERIES PRODUCED FOR THE QUARTER IN WHICH PRINCIPAL PHOTOGRAPHY WAS COMPLETED.

1) PRODUCTION COMPANY _____ 8) DATA SUBMITTED BY _____ NAME _____

2) QUARTER and YEAR _____ TELEPHONE NUMBER _____

3) PROJECT (Title, Prod. No., etc.) _____ 7) CHECK IF APPROPRIATE ☐ NO STUNTS

4) DESCRIPTION (Feature, M.O.W., TV Series, etc.) _____

5) TOTAL NO. OF DAYS OF PRODUCTION (Principal Photography Only) _____

PART I

CATEGORY			6) FORM OF HIRING DAILY	6) FORM OF HIRING WEEKLY	6) SERIES	9) CAST TOTALS	10) NO. OF DAYS WORKED	11) AGE: UNDER 40	11) AGE: 40 and OVER	11) AGE: UNKNOWN
MALE	LEAD									
	SUPPORT									
FEMALE	LEAD									
	SUPPORT									

PART II

CATEGORY		12) FORM OF HIRING DAILY M	DAILY F	WEEKLY M	WEEKLY F	SERIES M	SERIES F	13) NO. OF DAYS WORKED M	NO. OF DAYS WORKED F	14) AGE: UNDER 40 M	UNDER 40 F	40 and OVER M	40 and OVER F	UNKNOWN M	UNKNOWN F
ASIAN / PACIFIC	LEAD														
	SUPPORT														
BLACK	LEAD														
	SUPPORT														
CAUCASIAN	LEAD														
	SUPPORT														
LATINO / HISPANIC	LEAD														
	SUPPORT														
N. AMERICAN INDIAN	LEAD														
	SUPPORT														
UNKNOWN/OTHER	LEAD														
	SUPPORT														

EXHIBIT B INSTRUCTIONS

1. Indicate the Production Company (e.g., "THE XYZ COMPANY").

2. Indicate the quarter/year (*e.g.*, "1st quarter, 1993").

   The quarters consist of:

January	-	March	(1st)
April	-	June	(2nd)
July	-	September	(3rd)
October	-	December	(4th)

3. Indicate the name of the film for which you are reporting.

4. Indicate the type of project (*movie, television series*).

5. Use a number to respond to this question.

6. Indicate the name of the person completing this form and the telephone number for same.

7. Two separate reports are required, one for performers only and one for stunt performers and stunt coordinators only. If there were no stunt performers or stunt coordinators employed on the film, check the "No Stunt" box. If stunt performers or stunt coordinators were employed, complete the casting data report form for stunt performers and stunt coordinators.

8. Part I. Indicate the total number of lead and supporting (non-stunt) performers in each of the applicable categories.

9. Use numbers only to indicate the total number of performers in the category.

10. Use numbers only to indicate the total number of days worked by all (non-stunt) performers in the category.

11. Use numbers only to indicate how many of the non-stunt performers were in each age group.

12. Part II. Indicate the total number of males and females in each category.

13. Use numbers only to indicate the total number of days worked by all the performers in male and female category.

14. Use numbers only to indicate how many performers were in each age group.

NOTE: Please make every effort to ensure that your numbers correspond across categories and between Parts I and II.

SCREEN ACTORS GUILD

Casting Data Report for Stunt Performers and Coordinators Only

THIS FORM MUST BE COMPLETED FOR EACH MOTION PICTURE AND EACH EPISODE OF EACH SERIES PRODUCED FOR THE QUARTER IN WHICH PRINCIPAL PHOTOGRAPHY WAS COMPLETED.

See Reverse For Instructions

1) PRODUCTION COMPANY _____

2) QUARTER and YEAR _____

3) PROJECT (Title, Prod. No., etc.) _____

4) DESCRIPTION (Feature, M.O.W., TV Series, etc.) _____

5) TOTAL NO. OF DAYS OF PRODUCTION (Principal Photography Only) _____

6) DATA SUBMITTED BY _____ NAME

TELEPHONE NUMBER _____

7) NAME OF STUNT COORDINATOR _____

PART I

CATEGORY	FORM OF HIRING: DAILY	FORM OF HIRING: WEEKLY	FORM OF HIRING: SERIES	PERFORMER TOTALS	NUMBER DAYS WORKED	AGE: UNDER 18	AGE: 18 & OVER	AGE: UNKNOWN	STUNT SUMMARY: DESCRIPT	STUNT SUMMARY: NON-DESCRIPT
MALE										
FEMALE										

PART II

CATEGORY	FOR FORM OF HIRING: DAILY M	DAILY F	WEEKLY M	WEEKLY F	SERIES M	SERIES F	DAYS WORKED M	DAYS WORKED F	AGE: UNDER 18 M	UNDER 18 F	18 & OVER M	18 & OVER F	UNKNOWN M	UNKNOWN F	STUNT SUMMARY: DESCRIPT M	DESCRIPT F	NON-DESCRIPT M	NON-DESCRIPT F
ASIAN/PACIFIC																		
BLACK																		
CAUCASIAN																		
[illegible]																		
[illegible]																		

EXHIBIT B-1 (STUNT PERFORMERS AND COORDINATORS ONLY) INSTRUCTIONS

1. Indicate the Production Company (e.g., "THE XYZ COMPANY").

2. Indicate the quarter/year (e.g., "1st quarter, 1993").

   The quarters consist of:

January	–	March	(1st)
July	–	September	(3rd)
April	–	June	(2nd)
October	–	December	(4th)

3. Indicate the name of the film for which you are reporting.

4. Indicate the type of project (movie, television series).

5. Use a number to respond to this question.

6. Indicate the name of the person completing this form and the telephone number for same.

7. Indicate the name of the stunt coordinator.

8. Part I. Indicate the total number of males and females in each category.

9. Use numbers only to indicate the total number of stunt performers in the category.

10. Use numbers only to indicate the total number of days worked by all stunt performers in the category.

11. Use numbers only to indicate how many of the stunt performers are in a certain age group.

12. Use numbers only to indicate the stunts as descript and non-descript.

13. Part II. Indicate the total number of male and female stunt performers in each category.

14. Use numbers only to indicate the total number of days worked by all stunt performers in each category.

15. Use numbers only to indicate how many stunt performers were in each age group.

16. Indicate the stunts as descript or non-descript.

NOTE: Please make every effort to ensure that your numbers correspond across categories and between Parts I and II.

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1983

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7750 Sunset Boulevard
Los Angeles, California 90046

Re: Payroll Data

Dear Ken:

This letter will confirm that in the 1983 negotiations, the parties agreed that the Screen Actors Guild, Inc. and the Alliance of Motion Picture & Television Producers will mutually cooperate to develop a procedure for providing the following information to performers expeditiously as needed:

1. Breakdown of payment as to base pay, overtime, premiums, allowance, reimbursements and other deductions; and

2. Actual day(s) worked; whether check is for supplemental, residual or foreign use.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

JNC:sjk

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
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NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1983

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7750 Sunset Boulevard
Los Angeles, California 90046

Re: Employment of Minors

Dear Ken:

This letter will confirm our understanding with respect to the new provision in Section 50 of the Codified Basic Agreement, added in the 1983 negotiations, dealing with transportation, lodging and meals for a parent or guardian who is required to travel with a minor to an overnight location. The Producers' proposal on this subject was limited to minors employed under the "minimum terms" of the Agreement, but the word "minimum" was deleted at the request of the Union. It is understood that this change does not require a separate negotiation with a parent or guardian in the case where the Producer's agreement for the minor's services includes the manner of travel expenses for the parent or guardian in such a manner that such expenditures do not operate to reduce the minor's compensation below scale.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

JNC:sjk

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NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1983

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7750 Sunset Boulevard
Los Angeles, California 90046

Re: National Safety Board

Dear Ken:

This letter will confirm that in the 1983 negotiations, the parties agreed in concept to form a National Safety Board to attempt to establish guidelines and criteria for determining how stunt performers may be evaluated as to their qualifications with due regard for safety. The number of representatives from SAG, AFTRA and the AMPTP shall be agreed upon by the parties.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

JNC:sjk

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
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J. NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1983

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7750 Sunset Boulevard
Los Angeles, California 90046

Re: Product Made for Pay Television, Videodisc/Videocassette Markets

Dear Ken:

This letter will confirm that in the 1983 negotiations, the parties agreed in concept to have a new separate agreement for performers employed in product made for pay television, videodisc and videocassette markets, which performers shall be represented by a joint SAG-AFTRA Committee, provided the parties mutually agree on a resolution of the issues as to premiums for Saturday, Sunday and holiday work with respect to programs of the multiple-time-per-week tape television drama type done for non-prime time television, and as to trust fund pension and health contributions.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

JNC:jj

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J. NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1983

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7750 Sunset Boulevard
Los Angeles, California 90046

Re: Contract Interpretations

Dear Ken:

This letter will confirm that during the 1983 negotiations, the parties agreed upon the following contract interpretations:

1. Airport-type lockers satisfy the requirements provided under Section 21.C. of the Codified Basic Agreement and Section 33 (c) of the Television Agreement.

2. "Normal personal belongings," as used in Section 21.C. of the Codified Basic Agreement and Section 33.(c) of the Television Agreement, includes normal valuables such as a watch.

3. The last sentence of Section 22.C. and 36.(c) of the Codified Basic Agreement and Television Agreement, respectively, also applies where an individual and the Producer negotiate under said Section 22.C or 36.(c), whichever is applicable, and fail to reach agreement for any reason other than the amount of compensation.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
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J. NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1983

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7750 Sunset Boulevard
Los Angeles, California 90046

Re: Identification of Parties

Dear Ken:

This letter will confirm that in the 1983 negotiations, the parties agreed that the terms "player," "actor," or "actress" shall be replaced by the term "performer" throughout the Agreement and the word "Union" shall be used to refer to the Screen Actors Guild. It is understood between the parties that these changes are not intended, nor should they be deemed, to have any substantive impact.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

JNC:jj

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
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J. NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1986

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7065 Hollywood Boulevard
Los Angeles, California 90028-7594

Re: Reservation of Positions

Dear Ken:

At times during the 1986 negotiations, each party reserved its position with respect to certain issues which were not resolved in those negotiations. For example, both the Producers and the Screen Actors Guild reserved their positions with respect to the application of Sections 5 and 7 of the Television Agreement to "short orders" and of applying amounts paid in excess of scale against amounts due for meal penalties, rest period violations, overtime, etc. The Screen Actors Guild also reserved its position with respect to inclusion in "Distributor's gross receipts" of the fair market value of all consideration provided to secure Supplemental Market exhibition rights.

The foregoing is not intended, however, to be an exclusive list of issues on which the Producers and the Screen Actors Guild reserved their respective positions. To the extent that one or both parties reserved a position on other issues, such reservations shall be deemed preserved by this letter agreement.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

JNC:sjk

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
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J. NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1986

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
7065 Hollywood Boulevard
Los Angeles, California 90028-7594

Re: Situs of Arbitration Hearings

Dear Ken:

During the 1986 negotiations between the Screen Actors Guild and the Producers represented by the Alliance of Motion Picture & Television Producers, the parties agreed to establish a panel of arbitrators to hear disputes in New York. The parties had agreed in 1983 to establish such a panel for Los Angeles.

In order to avoid confusion as to the proper situs of arbitration hearings, the parties hereby confirm their agreement to continue the past practice as follows: If there is no dispute as to the situs, the arbitration shall be held in the city designated in the arbitration demand. If there is a dispute, the situs shall be determined in accordance with the rules and procedures of the American Arbitration Association.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By _____
Kendall Orsatti
National Executive Secretary

JNC:sjk

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
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J. NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1986

Kendall Orsatti
National Executive Secretary
Screen Actors Guild
7065 Hollywood Boulevard
Los Angeles, California 90028-7594

Dear Ken:

Reference is made to Section 37 of Schedule A of the 1986 Producer-Screen Actors Guild Codified Basic Agreement, "Dialogue Replacement Work." This provision was first negotiated and agreed upon in the negotiations leading to the 1986 Producer-Screen Actors Guild Codified Basic Agreement.

This will confirm that the addition of this provision to the Agreement was not intended, nor should it be construed, to encroach upon the jurisdiction of the Screen Actors Guild over dialogue replacement work. By the same token, the provision was not intended, nor should it be construed, to expand the jurisdiction of the Screen Actors Guild over dialogue replacement work.

Sincerely,

J. Nicholas Counter III

JNC:sjk

ACCEPTED AND AGREED:

Kendall Orsatti

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
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NICHOLAS COUNTER III
PRESIDENT

As of July 1, 1986

Screen Actors Guild, Inc.
7065 Hollywood Boulevard
Los Angeles, California 90028-7594

This letter clarifies the meaning of the terms "Distributor" (of videocassettes and videodiscs) and "worldwide wholesale receipts derived by the Distributor" as used in Section 5.2 E.(3)(a) of the Producer-Screen Actors Guild Codified Basic Agreement of 1986 ("1986 SAG Basic Agreement") and Section 20(b)(2)a) of the 1986 Screen Actors Guild Television Agreement ("1986 SAG Television Agreement") when the "Distributor" is the Company or owned by or affiliated with the Company.

It is the understanding of the parties signatory to the 1986 SAG Basic Agreement and the 1986 SAG Television Agreement that:

(1) Paramount Home Video, for example, is the "Distributor" of "Such Pictures" for Paramount Pictures Corporation, and that CBS-Fox Home Video, for example, is the "Distributor" of "Such Pictures" for Twentieth Century Fox. The "Distributor's gross receipts" is and shall be twenty percent (20%) of one hundred percent (100%) of the worldwide receipts derived by Distributors such as Paramount Home Video and CBS-Fox Home Video from the sale or license of videocassettes or videodiscs.

(2) Distributors currently utilize and in the future will utilize various methods of delivering videocassettes and videodiscs to retail outlets ("such methods") including, without limitation: (a) wholesalers (such as Comtron and Ingram) who act as "middle men" in selling or licensing videocassettes or videodiscs to retail outlets, (b) rack jobbers (such as Handleman) who deliver videocassettes or videodiscs to retail outlets, (c) direct sales or licenses from the Distributors to large "chain retailers" (for example, Tower Records, The Wherehouse or Erols), (d) direct sales or licenses from the Distributors to specialty "mass merchandisers" (for example, K Mart), and (e) direct sales

or licenses to direct mail outlets (for example, Columbia House). Twenty percent (20%) of one hundred percent (100%) of the receipts of the Distributor derived from such methods constitute the "Distributor's gross receipts."

(3) Should, for example, Paramount Pictures Corporation or the Distributor Paramount Home Video establish or acquire an affiliated company or companies, whether a subdivision, subsidiary or otherwise (for example, without limitation, the establishment of a Paramount Home Video, East and/or a Paramount Home Video, West to service different geographical areas), which perform some or all of the functions of a Distributor, then "Distributor's gross receipts" is twenty percent (20%) of one hundred percent (100%) of the total receipts of Paramount Home Video and such affiliated company or entity derived from licensing or selling videocassettes or videodiscs.

(4) Should, for example, Paramount Pictures Corporation or the Distributor Paramount Home Video either establish or acquire an affiliated company or companies, whether a subdivision, subsidiary or otherwise, which perform functions in addition to those of a Distributor (for example, without limitation, those of a wholesaler, or a rack jobber or by other "such methods") and/or should a company such as the Distributor Paramount Home Video perform functions in addition to those of a Distributor (for example, without limitation those of a wholesaler, or a rack jobber or by other "such methods") and/or should Paramount Pictures Corporation perform some or all of the functions of a Distributor, twenty percent (20%) of one hundred percent (100%) of the receipts derived from the Distribution function (as opposed to the non-distribution functions) of all such entities shall be allocated to and included in the "Distributor's gross receipts."

(5) It is agreed and understood that if the Guild shall in the future contend that any amount allocated in situations such as those hypothecated in paragraph (4) is not fair or reasonable, such claim may be determined by submission to grievance/arbitration in accord with Section 9 of the 1986 SAG Basic Agreement or Section 50 of the 1986 SAG Television Agreement. Each Company signatory to the 1986 SAG Basic Agreement and 1986 SAG Television Agreement agrees, for itself, its Distributors and other affiliated companies, that the Guild shall, upon request, have access to the books and records of the Distributors and other affiliated

Companies that are relevant and necessary to the Guild's ability to evaluate the merits of such a claim or potential claim, or to process such a claim in grievance/arbitration proceedings. This provision for Guild access to books and records does not expand or restrict the rights or obligations of the Company or the Guild with regard to information access in any subject area except that covered in this paragraph.

Sincerely,

J. Nicholas Counter III

JNC:sjk

ACCEPTED AND AGREED:

Kendall Orsatti
National Executive Secretary
Screen Actors Guild

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

J. Nicholas Counter III
President

As of July 1, 1992

Kendall Orsatti
National Executive Director
Screen Actors Guild, Inc.
7065 Hollywood Boulevard
Los Angeles, California 90028-7594

Dear Ken:

During the 1992 negotiations, the parties agreed that rehearsal would not trigger consecutive employment for performers employed on long-form television programs or theatrical motion pictures provided certain conditions are met. One of those conditions is that the performer be paid for rehearsal at the same rate as for photography.

Notwithstanding the foregoing, no implication should be drawn from the parties' agreement on this subject as to the propriety of paying performers for rehearsal and photography at different rates. Both parties have expressly reserved their positions on that issue. The Guild's position is that rehearsal and photography may not, consistent with the parties' collective bargaining agreement, be paid at different rates, while the Producers' position is that the collective bargaining agreement does not require the same rate of pay for rehearsal and photography and, further, that SAG has waived its position by its past conduct.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Kendall Orsatti
National Executive Director
Screen Actors Guild

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

J. Nicholas Counter III
President

As of July 1, 1992

Kendall Orsatti
National Executive Director
Screen Actors Guild, Inc.
7065 Hollywood Boulevard
Los Angeles, California 90028-7594

Dear Ken:

During the 1992 negotiations, the Screen Actors Guild and the AMPTP disagreed on the interpretation of Section 39 of the Basic Agreement. The parties agreed to retain Section 39 in the Basic Agreement of 1992 without prejudice to the position of either party as to its interpretation and as to whether that Section can be lawfully interpreted to restrict the Guild's bargaining rights and obligations.

The AMPTP agrees in concept that Section 39 will not be interpreted nor applied to preclude SAG from continuing its past practice of negotiating with independent producers as to various forms of security and liens for the payment of direct compensation, fringe benefits and residuals. The AMPTP likewise agrees in concept that Section 39 will not be interpreted to prevent SAG from refusing to enter into an agreement with an independent producer, the principal(s) of which is (are) also the principal(s) of any former or existing entity which is delinquent in its obligations under any SAG Codified Basic Agreement for wages, fringe benefits or residuals.

SAG and the AMPTP agree that precise language reflecting the foregoing understandings will be drawn up by a joint SAG-AMPTP Legal Committee, following a thorough review of the issues involved. That language will be included in a sideletter to be attached to the Basic Agreement.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Kendall Orsatti
National Executive Director
Screen Actors Guild

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

J. Nicholas Counter III
President

As of July 1, 1992

Kendall Orsatti
National Executive Director
Screen Actors Guild, Inc.
7065 Hollywood Boulevard
Los Angeles, California 90028-7594

Dear Ken:

Reference is made to the parties' discussions during the 1992 negotiations with respect to puppeteers and the proposal regarding puppeteers which the Screen Actors Guild submitted to the Producers.

Based upon those discussions and that proposal, the parties have agreed as follows:

Puppeteers are covered under the SAG Agreement. The Guild proposal was intended solely to define more precisely the persons who qualify as puppeteers and does not constitute bargaining over coverage. The Guild is willing to defer to Tier 2 the negotiation of terms applicable to different types of puppeteering work, subject to the following:

If the parties fail to reach a mutually acceptable agreement on or before June 30, 1992, the term "puppeteers" shall continue in the contract without definition. In that event, each party reserves its position with respect to the type of work which is covered by the term "puppeteers."

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Kendall Orsatti
National Executive Director
Screen Actors Guild

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

J. Nicholas Counter III
President

As of August 14, 1994

Kendall Orsatti
National Executive Director
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036-3600

Dear Ken:

As part of the recent Tier 3 negotiations which established terms and conditions of employment for stunt coordinators, the Screen Actors Guild and the Producers represented by the AMPTP agreed upon certain new rules for the reuse of stunt footage. One area in which the parties were unable to reach agreement relates to the reuse of stunt footage in commercials which promote a motion picture in conjunction with a different product.

In the course of those discussions, the Producers expressed the view that the reuse of stunt footage in such commercials advertises or exploits the motion picture and, therefore, can be done without negotiation with or payment to the stunt performer(s) appearing therein.

The Screen Actors Guild took the position that such reuses may, under some circumstances, advertise or exploit the motion picture within the meaning of Section 22 of the Codified Basic Agreement or Section 36 of the Screen Actors Guild Television Agreement, but do not invariably do so. Whether or not the reuse so advertises or exploits the motion picture will depend upon all of the facts and circumstances surrounding the reuse in the context of the commercial. In the Guild's view, if the reuse does not so advertise or exploit the motion picture, the Producer is obliged to pay the applicable commercial session fee and residuals.

Because the parties were unable to reach agreement on the appropriate treatment of stunt footage reused in this manner, each of us has agreed to enter into this sideletter for the purpose of reserving our respective positions on this issue. If the foregoing comports with your understanding, please so indicate by executing this sideletter in the space below reserved for your signature.

Sincerely,

J. Nicholas Counter III

ACCEPTED & AGREED:

Kendall Orsatti

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

J. Nicholas Counter III
President

As of August 14, 1994

Kendall Orsatti
National Executive Director
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036-3600

Re: Staffing of Stunt Coordinators

Dear Ken:

Reference is made to our agreement relating to stunt coordinators. The subject of staffing of stunt coordinators is addressed in our agreement by the following language:

> ". . . the addition of the stunt coordinator classification to those covered under the Agreements is not intended, nor shall it be construed, either to require the employment of stunt coordinators under the Agreements in circumstances in which persons other than stunt coordinators are presently or have heretofore performed the functions of stunt coordinators nor to diminish the employment of stunt coordinators by assigning stunt coordinating work to persons in positions in which such work has not customarily been performed."

This sideletter is entered into for the purpose of setting forth the background underlying the parties' agreement on this subject and providing a context for application of the foregoing language.

During the course of the parties' discussions on this subject, the Producers refused to agree to a mandatory staffing provision, citing a number of situations in which duties which might be associated with stunt coordinators had been performed by others. By way of example, the Producers pointed out that athletic coaches and instructors (*e.g.*, football and hockey coaches, fencing instructors), horse trainers, race car experts, martial arts instructors and coordinators of aerial sequences, among others, had heretofore been utilized in lieu of stunt coordinators. The Producers also indicated that stunt coordinators had not been utilized for certain stunts in which the stunt performers themselves did whatever coordination work was necessary (*e.g.*, two stunt performers engaged in a fight; stunt performer who falls down, etc.) nor in situations in which a member of the production staff with prior experience in

coordinating stunts, such as a Director, Second Unit Director, Unit Production Manager or Assistant Director, was assigned responsibility for coordinating the stunt.

The Producers further stated that they desired to continue their practice of hiring such persons without treating them as stunt coordinators. In adopting the above-quoted language, the Guild and the Producers acknowledged such practices and agreed that the Producers would not be required to engage stunt coordinators in situations such as those described in the foregoing examples.

Sincerely,

J. Nicholas Counter III

JNC:sjk

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436
(818) 995-3600
Direct Dial (818) 382-1710
Fax (818) 382-1793

J. Nicholas Counter III
President

As of July 1, 1995

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: Exclusion of Assistant Choreographers From Definition of "Dancer" in Schedule J, Section 2 and Schedule X, Part I, Section 3 and Schedule X, Part II, Section 3

Dear Ken:

This will confirm our understanding that assistant choreographers are not included within the scope of the following sentence in Section 2 of Schedule J, in Section 3.A.(2) of Schedule X, Part I and in Section 3.A. of Schedule X, Part II, which states:

> "Persons engaged to execute the choreographer's dance directions during the development of dance routines of the nature described in the preceding paragraph are dancers within the meaning of this Schedule, whether or not such persons are photographed in the production."

However, it is understood that persons performing the functions described in the aforementioned sentence shall not be designated as "assistant choreographers" for the purpose of evading this provision.

Please signify your concurrence with the foregoing by executing the enclosed extra copy of this letter and returning same to me.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Kendall Orsatti

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436
(818) 995-3600
Direct Dial (818) 382-1710
Fax (818) 382-1793

J. Nicholas Counter III
President

As of July 1, 1998

John T. McGuire
Associate National Executive Director
Screen Actors Guild
1515 Broadway
New York, New York 10036

Re: American Performers Working Outside the United States

Dear John:

During the 1998 negotiations between the Screen Actors Guild and the Producers represented by the Alliance of Motion Picture and Television Producers, the Producers agreed that they would continue to use their best efforts to provide the protection of the Screen Actors Guild contract for American performers working outside of the United States.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

John T. McGuire

SIDELETTER TO SECTION 9 OF THE CODIFIED BASIC AGREEMENT; ARBITRATION OF DISPUTES CONCERNING TRI-GUILD RESIDUALS AUDITS

As of July 1, 1998
Revised as of July 1, 2001

This Sideletter is entered into by and among the Writers Guild of America, west, Inc., on behalf of itself and its affiliate, Writers Guild of America East, Inc. ("WGA"), the Directors Guild of America, Inc. and the Screen Actors Guild (collectively "Guilds"), on the one hand, and the Alliance of Motion Picture & Television Producers ("AMPTP"), on behalf of the entities it represented in the negotiation of the 2001 Writers Guild of America Theatrical and Television Basic Agreement, the Directors Guild of America, Inc. ("DGA") Basic Agreement of 1999, the DGA Freelance Live and Tape Television Agreement of 1999, the Producer-Screen Actors Guild ("SAG") Codified Basic Agreement of 2001 and the 2001 SAG Television Agreement [and all predecessor agreements listed in Exhibit A hereto to which such named parties were (are) signatory, (collectively referred to as "Basic Agreements")], on the other hand.

A. MATTERS SUBJECT TO TRI-GUILD ARBITRATION

When there is unanimous agreement among the Guilds, the following matters shall be submitted to a tri-Guild arbitration:

Any dispute arising out of an audit conducted under the tri-Guild Gross Receipts Residuals Payment Monitoring Fund program concerning the interpretation or application, or alleged breach, of any residuals provisions of the Guilds' current or predecessor Basic Agreements, when such provisions are the same or substantially similar.

This tri-Guild procedure is not available when the residuals obligation(s) at issue is (are) payable, guaranteed or assumed by a "Qualified Distributor," "Qualified Buyer" and/or a "Qualified Residuals Payor," except by mutual agreement.

B. GENERAL RULES

1. **Parties**

   a. To the extent not inconsistent herewith, the arbitration provisions of the Guilds' Basic Agreements shall define the parties to a tri-Guild arbitration. Individuals and their respective loan-out companies shall not be parties to proceedings under this Sideletter.

   b. The party against whom a tri-Guild arbitration is commenced is sometimes referred to herein as the respondent. Use of such term in the singular shall be deemed to include the plural.

2. **Time Limits**

The claim of each Guild is subject to the time limits set forth in its Basic Agreement.

3. **Place of Hearing**

All tri-Guild arbitrations shall be in Los Angeles, absent unanimous agreement of the parties to another situs.

The selection of the situs of the hearing room within the appropriate city shall be by mutual agreement of the Guilds and the respondent. If there is no such agreement, those parties will alternate in selecting the hearing room, with the party making the selection supplying the room at no charge to the other.

4. **Award**

The arbitrator may make any appropriate award to a Guild as permitted in that Guild's Basic Agreement. Such award shall be in writing and shall be limited as provided in each Guild's Basic Agreements. Subject to the provisions of those Basic Agreements, the award shall be final and binding upon the parties to the proceeding, whether participating in the proceeding or not.

5. **Costs**

The court reporter's per diem charges and the fee and the expenses of the arbitrator shall be borne fifty percent (50%) by the Guilds and fifty percent (50%) by the respondent. The cost of the arbitrator's copy of the transcript shall be shared seventy-five percent (75%) by the Guilds and twenty-five percent (25%) by the respondent.

6. **Notices**

a. All written notices referred to in this Sideletter commencing a tri-Guild proceeding shall be sent to the respondent by registered or certified mail or by personal delivery. If the moving party(ies) is (are) unable to effect service in this manner, service may then be effected by first class mail, postage prepaid, to the address for service last designated in writing to each of the Guilds by the respondent, together with publication in *Daily Variety, The Hollywood Reporter, The Los Angeles Times* and *The New York Times*. All other written notices may be sent to each party by messenger, certified mail, first class mail, facsimile or any other means agreed upon by the parties.

b. All notices sent by the Guilds to the respondent shall be sent to the address(es) designated by the respondent in writing to each of the Guilds at the time the respondent becomes signatory to each Guild's Basic Agreement. Should a signatory company change its address for the purpose of receiving notices relating to arbitration, the signatory company shall notify the Guilds of such new address, which shall then be substituted for the prior address.

c. Unless otherwise designated by a signatory company in a written notice to the Guilds, all notices sent by the Guilds to the respondent shall be addressed to the attention of its Labor or Industrial Relations Department or, in the absence of such department, to an officer of the respondent. If the respondent maintains an office in Los Angeles, California or its vicinity, all such notices shall be sent to said office.

d. A petition to confirm, modify or vacate, as the case may be, an arbitration award filed in any court of competent jurisdiction shall be served upon the respondent in such proceeding by registered or certified mail or by personal delivery. If the petitioner is unable to effect service in this manner, service then may be effected by first class mail, postage prepaid, to the address for service last designated in writing by the Company, together with publication in *Daily Variety, The Hollywood Reporter, The Los Angeles Times* and *The New York Times*.

7. **Conduct of Proceedings**

Except as set forth elsewhere herein, the arbitrator shall adopt such rules of procedure and shall conduct proceedings in such manner as he/she shall determine to be proper; provided, however, that each party to any arbitration shall be afforded a reasonable opportunity to present evidence and argument before the arbitrator.

All hearings, deliberations and proceedings of the arbitrator shall be closed to the public. Only interested parties, their representatives and witnesses may attend.

C. **ARBITRATION**

1. **Initiation of Proceedings**

a. **When One or More Guilds Have Previously Served Separate Arbitration Claims and/or Grievances.**

A tri-Guild arbitration shall be initiated by the Guilds by written notice setting forth the particulars of the claim. The written notice shall describe all previously served claim(s) and/or grievance(s) to be submitted to the

tri-Guild proceeding. The written notice shall be sent in accord with the procedures described in Section B.6. above, within eighteen (18) months following the date of the final audit report.

The tri-Guild procedure would not be available, however, when an arbitrator has been selected to hear a claim filed separately by one of the Guilds.

b. **When No Arbitration Claims Have Been Previously Served By Any Guild**

A tri-Guild arbitration shall be initiated by the Guilds by joint (*i.e.*, single) written notice setting forth the particulars of the claim, to be sent in accord with the procedures described in Section B.6. above. No grievance proceedings shall be utilized.

2. **Respondent's Written Statement of Position**

The respondent shall, within ten (10) business days following receipt of the notice of invocation of a tri-Guild proceeding, inform all Guilds of its representatives and serve a written statement of its position.

3. **Selection of Arbitrator**

The arbitrator shall be a neutral third party. The parties shall in good faith attempt to mutually agree upon an arbitrator within ten (10) business days after the respondent's receipt of the notice of invocation of a tri-Guild proceeding. Should the parties fail to so agree, the arbitrator shall be selected by the "Strike Process" as follows:

a. The arbitrators listed in subparagraph e.(2) below shall constitute the list of arbitrators.

b. On a respondent-by-respondent basis, the Guilds collectively and the respondent shall alternate on a case-by-case basis in first striking a name from the list of arbitrators. Thereafter, the other party shall "strike" a name from the list. The parties shall continue to alternate in striking names from the list, until one (1) arbitrator's name remains.

c. The arbitrator whose name remains (after the Strike Process is completed) shall be the arbitrator.

d. The "Strike Process" shall commence within two (2) business days following completion of the ten (10) business day period referred to in Section 3. above and must conclude no later than three (3) business days

following completion of the ten (10) day period referred to in Section 3. above.

e. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order and/or timely, the other party may thereupon select the arbitrator to hear the matter.

(1) If there is more than one respondent, then the respondent which is the real party in interest shall participate in the striking process with the Guilds. In the event that such respondents cannot agree on which of them is the real party in interest, then such respondents shall determine by lot which of them shall participate in the striking process with the Guilds.

(2) The authorized list of arbitrators is as follows:

Sara Adler
Howard Block
Dixon Dern
Gerry Fellman
Joe Gentile
Fredric Horowitz
Edgar A. Jones, Jr.
Anita Knowlton
Michael Rappaport
Sol Rosenthal
Charles Silverberg

Additional names may be added from time to time by mutual agreement of the parties, provided that the panel shall consist of an odd number of arbitrators at all times.

4. **Substitution of Arbitrators**

If the arbitrator selected cannot serve, a substitute shall be selected in accordance with Section 3. above.

5. **Notice of Hearing**

The arbitrator or, at his/her request, one of the parties shall give written notice to the parties of the time and place of the arbitration hearing. In fixing such date, the arbitrator shall consult the parties and shall consider the time reasonably necessary for the parties to prepare their cases.

6. **Exchange of Information**

The parties will cooperate in the exchange of information reasonably in advance of the hearing date regarding the expected utilization of documents and physical evidence. Not later than thirty (30) days prior to the arbitration hearing, any party may make a written request to the other to produce, on a date not later than five (5) days before the hearing, documentary evidence of the type producible pursuant to a *subpoena duces tecum*. The documents must be produced on the date requested, but the other party may object to the production of the documents to the same extent as though the documents were subpoenaed. Any such objection shall be considered by the arbitrator at the hearing.

The introduction of documents or physical evidence shall not be precluded because they were not exchanged in advance of the hearing.

7. **Hearing**

a. The arbitrator may, upon a showing of good cause, continue the hearing. The arbitration hearing shall be continued by mutual agreement of the parties.

b. The arbitration shall take place as noticed or continued regardless of whether one (1) or more of the parties fails to participate.

8. **Defenses**

The respondent may assert any and all defenses available to it, including those available against only one or two Guilds.

9. **Waiver of Time Limits**

Any and all time limits in this Sideletter may be waived by the mutual consent of the parties.

10. **Confidentiality**

The parties and the arbitrator shall maintain the confidentiality of business records and/or other documents introduced at the hearing as if the provisions of Article 53.B. of the WGA Minimum Basic Agreement, Article 17-400 of the DGA Basic Agreement, Article 7.H. of the DGA Freelance Live and Tape Television Agreement and Article 6.1 of the SAG Codified Basic Agreement applied.

D. **ARBITRATION OF DISPUTES WHICH INVOLVE QUESTIONS OF JURISDICTION OR ARBITRABILITY**

1. **General**

An objection to jurisdiction or arbitrability shall first be determined by the arbitrator prior to proceeding with a hearing on the merits. If the arbitrator determines that there is jurisdiction and that the dispute is arbitrable, the arbitrator shall proceed to a decision on the merits; provided, however, that the party contesting arbitration or jurisdiction shall not by proceeding to a determination of the merits of such arbitration be deemed to have waived its position that the dispute is not arbitrable or that the arbitrator does not have jurisdiction. If the arbitrator rules he/she has no jurisdiction over the dispute or that the dispute is not arbitrable, then each party shall be free to pursue the remedies available to it.

2. **Timeliness Defense**

If the respondent alleges that the claim is time-barred under one or more of the Guilds' Agreements, such defense shall be bifurcated and heard in a separate proceeding in advance of the proceeding on the merits, absent consent of all parties to decide this defense in the same proceeding. In a bifurcated proceeding, only the parties to the Agreement under which the timeliness defense has been raised shall be parties. These parties shall select a different arbitrator to decide the timeliness defense under the procedures described above in Section C.3., unless they agree to use the same arbitrator selected to decide the merits of the tri-Guild claim. The arbitrator shall refrain from issuing a decision on the merits of any tri-Guild claim subject to a timeliness defense until issuance of the decision on such defense.

E. **ARBITRATION EXCLUSIVE REMEDY**

Arbitration under this Sideletter shall be the exclusive remedy in connection with claims hereunder against the respondent concerning the interpretation or application, or alleged breach, of any residuals provisions of the Guilds' current or predecessor Basic Agreements.

ACCEPTED AND AGREED:

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, INC., on behalf of the entities it represented in the negotiation of the 2001 Writers Guild of America Theatrical and Television Basic Agreement, the Directors Guild of America Basic Agreement of 1999, the DGA Freelance Live and Tape *Television Agreement* of 1999, the Producer-Screen Actors Guild Codified Basic Agreement of 2001 and the 2001 SAG Television Agreement.

J. Nicholas Counter III

DIRECTORS GUILD OF AMERICA ,INC.

Jay Roth

SCREEN ACTORS GUILD, INC.

A. Robert Pisano

WRITERS GUILD OF AMERICA, WEST, INC.,
on behalf of itself and
WRITERS GUILD OF AMERICA, EAST, INC.

John McLean

Exhibit A

WGA Collective Bargaining Agreements:

1960 Network TV Film Agreement
1960 Network Live TV Agreement
1960 Network Documentary Agreement
1960 Theatrical Agreement
1960 Screen Agreement (Universal)
1960 TV Film Agreement (AMPP)
1960 TV Film Agreement (Independent)
1960 TV Film Agreement (Freelance)
1963 Live TV Agreement (Networks)
1963 Network Documentary Agreement
1963 Screen Agreement
1963 Screen Agreement (Universal)
1965 Live TV Agreement (Networks)
1965 Network Documentary Agreement
1965 Screen Agreement (Universal)
1966 Theatrical Agreement (Independent)
1966 TV Film Agreement *(Freelance)*
1967 Ext. to 1966 TV Film Agreement (Freelance)
1968 Live TV Agreement (Networks)
1968 Network Documentary Agreement
1970 Networks Film MBA
1970 Theatrical & TV MBA (AMPTP)
1971 Ext. to 1968 Live TV Agreement (Networks)
1971 Network Documentary Agreement
1973 Networks Basic Agreement
1973 Network Documentary Agreement
1973 Theatrical & TV Agreement (AMPTP)
1977 Networks Basic Agreement
1977 Network Documentary Agreement
1977 Theatrical & TV MBA (AMPTP)
1977 Theatrical & TV MBA (8 Companies)
1981 Theatrical & TV MBA (AMPTP)
1985 Theatrical & TV MBA (AMPTP)
1988 Theatrical & TV Agreement (Independent)
1988 Theatrical & TV Agreement (Indep. Revised)
1988 Theatrical & TV MBA (AMPTP)
1992 Ext. To 1988 Theatrical & TV Agreement
1995 Theatrical & TV Agreement (AMPTP)
1995 Theatrical & TV Agreement (Networks)
1998 Theatrical & TV Agreement (AMPTP)
1998 Theatrical & TV Agreement (Networks)

DGA Collective Bargaining Agreements:

1960 Directors Guild of America Basic Agreement

1964 Directors Guild of America Basic Agreement

1968 Directors Guild of America Basic Agreement

1973 Directors Guild of America Basic Agreement

1975 Directors Guild of America Freelance Live and Tape Televison Agreement

1978 Directors Guild of America Basic Agreement

1978 Directors Guild of America Freelance Live and Tape Televison Agreement

1981 Directors Guild of America Basic Agreement

1981 Directors Guild of America Freelance Live and Tape Televison Agreement

1984 Directors Guild of America Basic Agreement

1984 Directors Guild of America Freelance Live and Tape Televison Agreement

1987 Directors Guild of America Basic Agreement

1987 Directors Guild of America Freelance Live and Tape Televison Agreement

1990 Directors Guild of America Basic Agreement

1990 Directors Guild of America Freelance Live and Tape Televison Agreement

1993 Directors Guild of America Basic Agreement

1993 Directors Guild of America Freelance Live and Tape Televison Agreement

1996 Directors Guild of America Basic Agreement

1996 Directors Guild of America Freelance Live and Tape Televison Agreement

SAG Collective Bargaining Agreements:

Producer-Screen Actors Guild, Inc. Memorandum of Agreement of 1960 to the Producer-Screen Actors Guild Codified Basic Agreement of 1952 and the 1956 Supplement

1960 Screen Actors Guild Television Agreement

Producer-Screen Actors Guild, Inc. Memorandum of Agreement of 1963 to the Producer-Screen Actors Guild Codified Basic Agreement of 1952, the 1956 Supplement and the Producer-Screen Actors Guild, Inc. Memorandum of Agreement of 1960

1964 Screen Actors Guild Television Agreement

Producer-Screen Actors Guild, Inc. Memorandum of Agreement of 1965 to the Producer-Screen Actors Guild Codified Basic Agreement of 1952, the 1956 Supplement, the Producer-Screen Actors Guild, Inc. Memorandum of Agreement of 1960 and the Producer-Screen Actors Guild, Inc. Memorandum of Agreement of 1963

Producer-Screen Actors Guild Codified Basic Agreement of 1967

1967 Screen Actors Guild Television Agreement

1971 Supplement to the Producer-Screen Actors Guild Codified Basic Agreement of 1967

1971 Screen Actors Guild Television Agreement

Producer-Screen Actors Guild Memorandum Agreement of 1974 to the Producer-Screen Actors Guild Codified Basic Agreement of 1967 and the 1971 Supplement and the 1971 Screen Actors Guild Television Agreement

1974 Screen Actors Guild Television Agreement

Producer-Screen Actors Guild Codified Basic Agreement of 1977

1977 Screen Actors Guild Television Agreement

1980 Supplement to the Producer-Screen Actors Guild Codified Basic Agreement of 1977 and 1977 Screen Actors Guild Television Agreement

1983 Memorandum of Agreement between AMPTP and Screen Actors Guild, Inc. to the Producer-Screen Actors Guild Codified Basic Agreement of 1977, the1977 Screen Actors Guild Television Agreement and the 1980 Supplement.

Producer-Screen Actors Guild Codified Basic Agreement of 1986

1986 Screen Actors Guild Television Agreement

1986 Memorandum of Agreement between Independent Producers and Screen Actors Guild to the Producer-Screen Actors Guild Codified Basic Agreement of 1977, the1977 Screen Actors Guild Television Agreement, the 1980 Supplement and the 1983 Memorandum of Agreement between AMPTP and Screen Actors Guild, Inc.

Producer-Screen Actors Guild Codified Basic Agreement of 1989

1989 Screen Actors Guild Television Agreement

Screen Actors Guild Codified Basic Agreement of 1989 for Independent Producers

Screen Actors Guild Television Agreement of 1989 for Independent Producers

Producer-Screen Actors Guild Codified Basic Agreement of 1992

1992 Screen Actors Guild Television Agreement

1992 Memorandum of Agreement between Independent Motion Picture and Television Producers and Screen Actors Guild to the Screen Actors Guild Codified Basic Agreement of 1989 for Independent Producers and the Screen Actors Guild Television Agreement of 1989 for Independent Producers

Producer-Screen Actors Guild Codified Basic Agreement of 1995

1995 Screen Actors Guild Television Agreement

Screen Actors Guild Codified Basic Agreement of 1995 for Independent Producers

Screen Actors Guild Television Agreement of 1995 for Independent Producers

Producer - Screen Actors Guild Codified Basic Agreement of 1998

1998 Screen Actors Guild Television Agreement

Screen Actors Guild Codified Basic Agreement of 1998 for Independent Producers

Screen Actors Guild Television Agreement of 1998 for Independent Producers

As of July 1, 2001

A. Robert Pisano
National Executive Director/Chief Executive Officer
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: Obvious Physical Disabilities

Dear Bob:

The parties agree to meet and discuss how the Casting Data Reporting form (attached hereto as Exhibit B-1) can be revised to provide for reporting information on performers with obvious physical disabilities. The parties agree to convene a meeting to discuss this issue before the end of calendar year 2001. The parties further agree that such meeting shall include each party's employment counsel to facilitate meaningful dialogue on this issue. If the parties are unable to reach agreement in such meeting, the subject will be further discussed on a Company-by-Company basis.

Each Producer agrees that if and when, through the processes outlined in this sideletter, the parties or any individual Producer agree upon a form and method of reporting such information, the parties or the individual Producer, as applicable, will promptly implement the agreed-upon procedures.

The Screen Actors Guild shall have the right to invite the American Federation of Television and Radio Artists to participate in meetings mandated by this sideletter.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By: _____
A. Robert Pisano

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436
(818) 995-3600
Direct Dial (818) 382-1710
Fax (818) 382-1793

J. Nicholas Counter III
President

As of July 1, 2001

A. Robert Pisano
National Executive Director/Chief Executive Officer
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: Dancers/Definition of "Hazardous Activity"

Dear Bob:

During the 2001 negotiations, the Guild proposed to include "knee work" in the definition of "hazardous activity" in Section 6.B of Schedule J of the Codified Basic Agreement. The parties agree that, under certain circumstances, knee work, including rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine on the knees, could meet the definition of "hazardous activity."

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By: _____
A. Robert Pisano

As of July 1, 2001

A. Robert Pisano
National Executive Director/Chief Executive Officer
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: Programs Made for the Internet

Dear Bob:

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

Part A – Letter of Adherence

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

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

Part B – Notices to SAG

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

Part C – Mutual Reservation of Rights

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

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By: _____
A. Robert Pisano

As of July 1, 2001

A. Robert Pisano
National Executive Director/Chief Executive Officer
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: Exhibition of Motion Pictures Transmitted via the Internet

Dear Bob:

This Sideletter confirms the understanding of the Screen Actors Guild ("the Guild") and the Producers (collectively "the parties") concerning the application of the 2001 Producer - Screen Actors Guild Codified Basic Agreement and Screen Actors Guild Television Agreement to the exhibition of covered theatrical motion pictures, the principal photography of which commenced on or after July 1, 1971, and covered television motion pictures, the principal photography of which commenced on or after July 20, 1952, on or by means of the Internet or other similar delivery systems ("Internet").

1. **License for Limited Period or Fixed Number of Exhibitions.** When the subscriber pays for the program either on a subscription or per-picture basis, and when the payment is in exchange for the right to view the motion picture for a fixed and limited period of time or a fixed number of exhibitions, the Producer shall pay to the performer(s) an aggregate sum equal to three and six-tenths percent (3.6%) of the license fee paid by the licensee for the right to exhibit such picture on the Internet.*

   When the Producer's receipts from the licensing of such exhibition are received from an entity which acts as the exhibitor and in which the Producer has a financial interest, the reasonableness of the fee received by the Producer from the licensing of such exhibition

* As bargaining history, this language is based upon the following model: studio licenses to Moviefly the right to transmit the motion picture on the Internet to the viewer who pays Moviefly on a subscription or per-picture basis. Such payment would enable the viewer to view the motion picture for a fixed and limited period of time or limited number of exhibitions. For example, if Columbia Pictures, through Columbia-TriStar Home Entertainment, licenses to Moviefly the right to exhibit a Columbia Pictures film, the residuals shall be based upon 100% of the license fee paid by Moviefly to Columbia-TriStar Home Entertainment for such picture.

shall be determined by the exhibitor's license fee payments to unrelated entities for comparable motion pictures.

The parties agree that the residuals due to performers under this paragraph 1 shall be payable in the same manner and to the same extent as applicable to pay television and pay-per-view as provided in the following provisions in the Codified Basic Agreement or Television Agreement, as applicable (subject to conforming changes as necessary):

- Sections 5.2.E.(4)(d), 5.2.E.(5) and 5.2.E.(7) of the Codified Basic Agreement and Sections 20.(b)(3)d) and 20.(b)(5) of the Television Agreement (with respect to supplemental markets exhibition of motion pictures, the principal photography of which commenced after 7/1/52, but prior to 7/21/80) (foreign receipts and non-returnable advances);
- Section 5.2.B. of the Codified Basic Agreement (allocation among performers);
- Sections 5.2.G. and 5.2.I. of the Codified Basic Agreement (time of payment, payment requirements and reporting);
- Section 5.2.H. of the Codified Basic Agreement (gross participation);
- Sections 6.D., 6.E., 6.F., and 6.G. of the Codified Basic Agreement (transfer and assumption);
- Sections 6.A., 6.B., 6.C., 6.H., and 6.I. of the Codified Basic Agreement and Section 21 of the Television Agreement (financial responsibility); and
- Section 5.1. of the Codified Basic Agreement (supplemental markets distribution of motion pictures, the principal photography of which commenced after 6/30/71 but prior to 7/21/80), to the extent it refers to 5.2.E.(4)(d), 5.2.E.(5), and 5.2.E.(7) of the Codified Basic Agreement and Section 20.1 of the Television Agreement (supplemental markets distribution of programs produced on or after 10/6/80), to the extent it refers to the provisions of 5.2. of the Codified Basic Agreement set forth above.

2. **Other Exhibitions.** For all other Internet-transmitted exhibitions ("other exhibitions"), including a sale or license of the right to view the motion picture for an unlimited time, the parties acknowledge that the markets for such other exhibitions are evolving, and that the basis for payment of residuals shall be determined at a later time. Accordingly, in the event the AMPTP negotiates a residual formula with the DGA with respect to other exhibitions of covered motion pictures, either: (a) the Guild shall have the right to elect the entire

agreement reached with the DGA with respect to the licensing of such other exhibitions, and only such entire agreement, but with appropriate equivalent adjustment for performers for provisions peculiar to directors; or (b) alternatively, the Guild may reopen this agreement as to such other exhibitions on or after December 1, 2002.

The parties reserve all of their respective legal positions with respect to such other exhibitions.

With respect to theatrical and television motion pictures, the Producer has agreed to a separate payment for this use on the Internet because Internet exhibition is at this time outside the primary market. The Producer reserves the right in future negotiations to contend that the pattern of release has changed so that this use constitutes or is a part of the primary market of distribution of theatrical or television motion pictures, and that, therefore, no additional payment pursuant hereto should be made with respect to the exhibition of theatrical or television motion pictures (including those covered by this Agreement) on the Internet. The Guild reserves the right in future negotiations to contend to the contrary, and further to assert that regardless of whether other exhibitions are or have become part of the primary market, payment provisions for performers employed on motion pictures so exhibited should be improved.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By: _____
A. Robert Pisano

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436
(818) 995-3600
Direct Dial (818) 382-1710
Fax (818) 382-1793

Nicholas Counter III
President

As of July 1, 2001

A. Robert Pisano
National Executive Director/Chief Executive Officer
Screen Actors Guild
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: Sign Language

Dear Bob:

This will confirm that during the 2001 negotiations, the Screen Actors Guild and the Alliance of Motion Picture and Television Producers agreed that any performer who signs dialogue using American Sign Language ("ASL"), International Sign Language, British Sign Language, Finger Spelling, Native American Sign Language or any other sign language recognized by the parties during the term of this Agreement, under circumstances which would qualify said performer as a principal were that performer speaking the dialogue, will be considered a principal performer.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

By: _____
A. Robert Pisano

SCHEDULE A

DAY PERFORMERS

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SCHEDULE A

DAY PERFORMERS

1. DAY PERFORMER - DEFINITION

A day performer is a performer employed by the day, other than an extra performer, stunt performer, stunt coordinator, professional singer, dancer employed under Schedule J or airplane pilot.

2. MINIMUM WAGE - SINGLE ROLE

The day performer rate provided herein shall cover only a single role in a specified picture.

The minimum wage for a day performer shall be $636.00 for the period July 1, 2001 through June 30, 2002; $655.00 for the period July 1, 2002 through June 30, 2003; and $678.00 for the period July 1, 2003 through June 30, 2004.

3. SCHEDULE A INCLUDED IN INDIVIDUAL CONTRACTS

The conditions in this Schedule shall govern the employment of all day performers and shall become a part of the contract with the day performer.

4. ENGAGEMENT

A. A day performer shall be considered definitely engaged in any of the following events:

(1) When the performer is given written notice of acceptance;

(2) When a form contract signed by Producer is delivered to the performer or when an unsigned contract is delivered by Producer to performer and is executed by performer as so delivered and returned to Producer;

(3) When a script is delivered to the performer by Producer; however, this does not include the delivery of a script for a test, audition or interview nor the submission of a script for the purpose of permitting the performer to determine if he desires the engagement;

(4) When a performer is fitted for work; this shall not apply to wardrobe tests;

(5) When the performer is given a verbal call by Producer or an authorized company representative, which is accepted; or

(6) When the performer is actually called by the Producer and agrees to report on the commencement date for which the call is given; however, until noon of the day preceding such commencement date, either the Producer or the performer may cancel such employment. If the Producer is unable to reach the performer personally, either by telephone or otherwise, notice of such cancellation may be given to the performer by telegraph, in which event the time when such telegram is given by the Producer to the telegraph company, addressed to the performer at his address last known to the Producer, shall be the time of such cancellation.

B. To the extent that the agreement reached between the Producer and the performer can be reflected on the form required by the collective bargaining agreement plus Producer's standard riders to be filed with the Union, Producer shall deliver a copy of such contract to the performer not later than the first day of performer's employment. When the agreement cannot be so reflected, Producer shall deliver a copy of such contract to the performer not later than the first day of performer's employment or four (4) business days after such agreement has been reached, whichever is later.

The present rule that a performer may not be required to sign contracts on the set shall continue. Delivery to a performer's agent constitutes delivery to the performer.

. When Producer chooses to deliver a copy of a contract to the performer on the set, an extra copy for retention by the performer shall be provided.

W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on the first day of employment.

W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law. W-4 forms shall be attached to day performer contracts.

C. Liquidated damages in the amounts provided in Section 31.B. of the General Provisions hereof for late payments shall be payable until a written contract is delivered to the performer.

D. Neither auditions nor interviews shall constitute an engagement.

E. When a performer is engaged and not used for any reason other than his default, illness, or other incapacity, he shall be entitled to one (1) day of salary or his guarantee, whichever is greater. If the performer who is selected is unavailable when called to render actual services, he shall not be entitled to a day of pay.

If a performer has been engaged and his services pursuant to such engagement have not commenced, he may accept (but is not obligated so to do) a substitute engagement in the same photoplay, in which event he shall be paid only for the substitute engagement, but not less than his original rate of pay and guarantee; provided, however, that if he has received a definite starting date, the substitute engagement must have the same starting date.

A day performer who is replaced in a photoplay for reasons other than his default, illness or other incapacity, after commencement of his services pursuant to his engagement and before the completion of his engagement, shall

receive his guarantee, or one (1) day of salary in addition to payment for services rendered to that time, whichever is greater.

If a day performer has completed his performance in the picture, including the recording, and his voice is not satisfactory to the Producer and Producer re-dubs the entire sound track of the day performer, such re-dubbing shall not be a replacement.

In the event that a performer is replaced in the role, the performer, or performer's agent, shall be notified of this fact at the time of the replacement.

F. A copy of the "booking slip" shall be provided to performer no later than the day next preceding the first day of performer's employment.

(1) Definition of Booking Slip. A booking slip is a document containing a designation of the role, salary and number of days of guaranteed employment.

(2) If performer is engaged after 6:00 p.m. on the day prior to the first day of performer's employment, the booking slip will be included with the script provided to performer. However, if the script was provided to performer prior to such date and hour, Producer need not provide such booking slip.

(3) The foregoing requirements for delivery of a booking slip shall not apply if performer's contract has previously been delivered to performer or performer's agent.

5. RECALL FOR NEXT DAY

When a day performer employed by a Producer has a *bona fide* offer of work for the next day as a performer, he may notify the first assistant director to that effect by 4:00 p.m., giving the name of the studio and the source of the call. In such event, if the first assistant director or the casting office does not notify the performer by 5:00 p.m. of the day the performer gives such notice that he is through, the performer shall receive an additional day of pay if he is dismissed that

day and does not work on the succeeding day either for that Producer or any other Producer.

The foregoing shall not apply when the call to work by the then-employing Producer is for 4:00 p.m. or later on the day the notification is given.

6. CONSECUTIVE DAYS OF EMPLOYMENT

A. Employment of the day performer shall be for consecutive days from the beginning of the engagement, any seventh day in the workweek, holiday and studio sixth day excepted, unless the performer's services are required on such seventh day in the workweek, holiday or studio sixth day. The Producer shall have the right to terminate such engagement at any time. Except as provided in the next sentence, performers engaged by the day may be recalled by Producer for any purpose, other than those hereinafter in Section 28 referred to, after a lapse of fourteen (14) days,[9] as the case may be, without payment for the intervening time, if at the time of performer's original employment, performer is given a firm start date for such subsequent call. Performers engaged by the day on episodic television series (including pilots) at a salary of at least two (2) times the day performer minimum may be recalled once without payment for the intervening time if, at the time of performer's original employment, performer is given a firm start date for such subsequent call. (The preceding sentence shall not apply to any performer who meets the definition of a "major role performer.")

With respect to any performer recalled by Producer as a freelance performer, Producer and performer may agree that performer shall be recalled on or after such recall date. For purposes of this provision, "on or after" shall mean the time on the date specified or a time within twenty-four (24) hours thereafter. When a performer is recalled on a freelance basis, the recall date may be advanced subject to performer's availability; except, however, Producer may not recall performer sooner than ten (10) or fourteen (14) days, as the case may be, without being obligated to pay for such intervening time.

[9] With respect to domestic production of theatrical motion pictures and features made primarily for first exhibition on television, this period shall be ten (10) days.

If, within fourteen (14) days[10] after termination of performer's engagement, Producer recalls performer for any purpose other than those hereinafter in Section 28 referred to, the performer's compensation shall nevertheless be paid for the intervening period between the date of such earlier termination and the date of recall; provided, however, that if at any time when the Producer attempts to recall the performer, the performer is ill or otherwise incapacitated, or is employed, or is committed to other employment, or for any other reason is unavailable, then the Producer's obligation to pay compensation for such intervening time shall terminate when the Producer so attempts to recall the performer. Furthermore, if, during such intervening period, the performer is ill or otherwise incapacitated or employed, no compensation shall accrue to the performer during such period of illness, incapacity or employment. With respect to day performers, if a firm date for recall is not given and if the performer is recalled subsequent to fourteen (14) days[10] after termination, compensation shall be paid to the performer for the intervening period between the date of such earlier termination and the date of recall. The Producer shall be entitled to avoid payment for intervening time with respect to a recall subsequent to two (2) weeks after earlier termination only once for the same performer in the same photoplay.

The foregoing consecutive employment provisions do not apply:

(1) to body doubles, except that body doubles shall be paid for intervening days on an overnight location when required to remain at such location by the Producer;

(2) to days off during a break of up to two (2) weeks, which break includes the Christmas and New Year's holidays;

(3) to performers employed on more than one part of a multi-part closed-end series in connection with a day (or days) intervening between workdays on one part for which the performer is otherwise employed or paid for work on another part of the multi-part closed-end series, and

[10] With respect to domestic production of theatrical motion pictures and features made primarily for first exhibition on television, this period shall be ten (10) days.

(4). to performers employed to perform voice-over work on animated theatrical motion pictures. The Producers shall continue the current practice of accommodating the schedules of those performers.

B. Neither tests, auditions, fittings, publicity stills, pre-production stills, nor pre-recordings, after employment but before the starting date of such employment, shall start the consecutive days of employment of day performers.

Rehearsal shall not start the consecutive days of employment under the circumstances described in Section 21.E. of this Schedule A.

7. CONVERSION TO WEEKLY BASIS

At any time whatsoever, either before or after the day performer commences work, the Producer shall have the option of converting such engagement to a weekly engagement on the terms specified in the Screen Actors Guild Minimum Contract for Freelance Performers, at the weekly salary specified at the time the engagement was entered into if such a weekly salary was so specified. Such conversion may be made at any time, but shall be effective only for a period commencing with the effective date of the notice of conversion. Notice of conversion by the Producer must be in writing and may be given to the performer personally or by telegraphing or mailing the same to the address furnished the Producer by the performer. If the notice is delivered personally to the performer by noon, or if a telegraphic notice is delivered to the telegraph office by noon, the date notice is delivered to performer shall be deemed the first day of the performer's weekly engagement. However, the performer shall be paid for such day, including overtime, as a day performer. If notice is delivered personally to the performer or to the telegraph office after noon or, if sent by mail, the conversion to a weekly engagement shall not be effective until the performer's next workday. Overtime hours on the day of conversion shall not count towards weekly overtime hours.

8. HOURS PER DAY

The salary agreed upon shall be compensation in full to the day performer for eight (8) hours of work, but such compensation, if otherwise due, shall be paid to the performer even though eight (8) hours of work is not required of the performer by the Producer.

If the performer is working at midnight of any day, then his hours of work for such day shall be computed until the performer has been dismissed subsequent to midnight, subject to all exceptions and deductions provided for in this Schedule. Hours of work for the following day shall, except as otherwise provided in this Schedule, be computed from the time the performer, after having been so dismissed subsequent to midnight, is required to and does report.

9. OVERTIME

A. A day performer shall receive time and one-half for the ninth and tenth hours of work time, and double time thereafter, except that day performers receiving more than two (2) times the day performer minimum rate per day shall receive time and one-half instead of double time after the tenth hour. For the purposes of such calculations, the maximum daily rate shall be two (2) times the day performer minimum rate.

B. To illustrate the application of the foregoing:

A day performer receiving $636.00 per day (the applicable day performer rate as of 7/1/01) is called for make-up, hairdress, or wardrobe at 7:30 a.m. He spends one (1) hour in such activities. He waits thirty (30) minutes, and his call on the set is 9:00 a.m. He works until 1:00 p.m., and is off an hour for lunch. He works again from 2:00 p.m. to 7:30 p.m. No time is spent in traveling. His overtime pay is calculated as follows:

Total continuous day.....	11 hours
Overtime.....	3 hours

Pay for overtime

(1)	Two hours at time and one-half.....	$238.50
(2)	One hour at double time.....	159.00
	Total overtime.....	$397.50

C. Overtime pay for day performers shall be computed on the basis of one-tenth (1/10) hour units. To the extent that any overtime of any day performer is caused by travel time, whether at the beginning or at the end of the day, pay for such overtime shall be computed and paid pursuant to the provisions of Section 32 relating to travel time.

D. Whenever a performer receives overtime or an additional day of pay pursuant to the provisions of this Schedule, such overtime or additional day of pay shall not be deemed to reduce such performer's guaranteed employment or compensation.

10. REST PERIOD

A. Twelve (12) Hour Rest Period

The performer shall be entitled to a twelve (12) hour consecutive rest period from the time he is finally dismissed until his first call thereafter, whether for make-up, wardrobe, hairdress or any other purpose. However, for a performer employed on an overnight location on a theatrical motion picture, the rest period may be reduced to eleven (11) hours on any two (2) non-consecutive days in an overnight location workweek.

B. Thirty-Six (36) Hour Rest Period

The performer shall be entitled to one rest period in each week of thirty-six (36) consecutive hours; provided, however, that if the performer is not required to work on the twenty-four (24) hours constituting the first day of any workweek and has not worked for Producer during the twelve (12) hours immediately preceding such day, or if the performer is not required to work on the twenty-four (24) hours constituting the last day of any workweek and does not

work for the Producer during the twelve (12) hours immediately succeeding such day, then the thirty-six (36) hour rest period requirement shall be satisfied regardless of the fact that twelve (12) hours thereof may be in the preceding or succeeding week. When the performer works on seven (7) days in any week and is paid, in addition to his base pay, an extra day of pay therefor, the performer need not be given a thirty-six (36) hour rest period for such week, but must continue to receive his twelve (12) hour rest periods.

C. Fifty-Six (56) Hour Rest Period

When the performer is given two (2) consecutive days off during a studio workweek, the thirty-six (36) consecutive hour rest period shall be increased to fifty-six (56) consecutive hours. However, when there is night shooting consisting primarily of exterior photography and the performer's call is not earlier than 3:00 p.m. and he is dismissed in the studio at or before midnight on the fifth day of the designated studio workweek, such fifty-six (56) hour rest period, if otherwise applicable, may be reduced to fifty-four (54) hours.

In lieu of the fifty-six (56) hour rest period, the performer may be given a fifty-four (54) hour rest period when the call time for the first day of the new workweek following the rest period is not earlier than 6:00 a.m.

D. The above provisions regarding the rest period shall be subject to the following exceptions:

(1) When the Producer is photographing on a location other than an overnight location, the eleven (11) or twelve (12) hour rest period may be reduced to ten (10) hours if exterior photography is required on such location on the day before and the day after such reduced rest period. When such reduction is allowed on any day by reason of exterior photography on a nearby location, it may not be again allowed until after three (3) consecutive days have intervened.

(2) When a performer arrives at his place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period with respect to the first call following such arrival may be ten (10) hours instead of eleven (11) or twelve (12) hours, but the first call must be at the place of lodging.

(3) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the performer is given a berth on a boat or train for each night of traveling, the time spent in such traveling, to or from such location, shall not be work time or travel time for the purpose of computing the eleven (11) or twelve (12) hour rest period.

(4) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the performer is given a berth on a boat or train, or if the performer elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the eleven (11) or twelve (12) hour rest period.

(5) The first call at the lodging for work (including make-up, hairdress, wardrobe or travel) determines the time of first call for the next day for the purpose of computing the rest period.

E. The performer may waive the rest period without the Union's consent, but if he does so, he shall be entitled to one (1) day of pay, or $900, whichever is the lesser sum. The performer may be required to waive the rest period if the violation, in case of the eleven (11) or twelve (12) hour rest period, is not over two and one-half (2½) hours, or on an overnight location not over two (2) hours. The performer may, in any case, be required to waive the thirty-six (36) hour rest period. The above payment of one (1) day of pay or $900, whichever is the lesser sum, shall be automatically incurred in any case in which the performer waives either rest period. The payment may not be waived without the consent of the Union.

F. Whenever it is provided in this Schedule that there shall be no compounding of any premium pay and the payment for breach of the thirty-six (36) hour rest period, it is expressly understood that the eleven (11) or twelve (12) hour rest period between calls, and the payment for violation thereof, remains in effect.

G. Any performer who is required to travel by air in excess of four (4) scheduled hours to a location may not be called for work without a ten (10) hour rest period. The ten (10) hour rest period shall commence from the time of arrival

at the hotel, provided the performer goes directly to the hotel designated by the Producer. Failure to provide such ten (10) hours constitutes a rest period violation.

11. MAKE-UP, HAIRDRESS, WARDROBE

A. The Producer may require any performer to report made up, with hairdress, and in wardrobe, without assistance from the Producer and, in such case, any time spent by the performer therein prior to the performer's first call shall not be work time for any purpose, but the Producer may not have the performer do any such preparation at any place designated by the Producer.

Any performer to whom Producer supplies the services of a make-up artist for make-up, or hairdresser for hairdressing, shall be considered to have a call for make-up or hairdress, as the case may be, and the time so spent shall be work time.

The mere fact that a dressing room is furnished the performer, to which he is not directed to report, is not a designation of a place for preparation. In the case of wardrobe, for this Section to apply, the performer must be either allowed to take home the wardrobe or must be furnished a dressing room and the wardrobe must be available to the performer in the dressing room. Any call by the Producer for make-up, hairdress or wardrobe is a call to work and not within the exception made within this Section.

B. When the performer has reported pursuant to the direction of Producer for make-up, hairdress or wardrobe, the time so spent shall be work time. When other than ordinary make-up, hairdress or wardrobe requires assistance in the removal thereof, such removal time shall be work time.

When performer is not otherwise on compensable work time, performer shall be compensated for up to fifteen (15) minutes of time spent in the removal of ordinary make-up, hairdress or wardrobe at the applicable overtime rate. Such compensation shall be based on actual time and shall not trigger additional hourly increments of pay. Such removal time shall not be considered in computing rest period violations or other premiums or penalties.

C. If any special hairdress necessitating an expenditure is required by Producer, Producer shall either furnish such hairdress or Producer may designate facilities for the procurement of such hairdress and reimburse performer for amounts expended.

D. When performer supplies his or her own wardrobe at the request of Producer, Producer shall pay, as a cleaning allowance and reimbursement, the following amounts:

Formal wear	$17.00
All other wardrobe (per outfit)	11.50

Payment of the foregoing cleaning allowance and reimbursement shall be made at the same time as payment for performer's services for such week and shall be separately identified. Such wardrobe allowance shall be paid to performer for each calendar week in which the performer is employed on the production.

Wardrobe supplied by the performer, which is damaged in the course of employment, shall either be repaired by Producer, or repaired at the expense of Producer at the facilities designated by Producer, provided that notice of such damage is given to Producer prior to the termination of the performer's employment.

Producer will supply performer with a copy of a wardrobe allowance voucher indicating the number of outfits provided to Producer, which voucher shall be supplied whenever he or she is signed off each week.

E. There shall be a voucher provided at all wardrobe fittings to be signed by the performer indicating time in and time out.

12. WORK TIME - DEFINITION AND EXCEPTIONS

A. For the purpose of ascertaining and computing hours of work, the rest period and overtime, the period from the time the performer is required to and does report, as directed, until the time such performer is finally dismissed for the

day, shall constitute work time, continuously and without interruption, except as follows:

(1) Allowable meal periods, as provided by Section 13;

(2) Interviews, as provided by Section 14;

(3) Auditions, tests and wardrobe tests, as provided by Section 15;

(4) Fittings, as provided by Section 16;

(5) Story, song and production conferences, to the extent provided in Section 17;

(6) Study of lines or script, to the extent provided by Section 18;

(7) Interviews for publicity purposes, as provided by Section 19;

(8) Publicity stills, to the extent provided by Section 20;

(9) Travel time, to the extent provided by Section 32.

B. Any period during which the performer fails or refuses or is unable because of disability to render services, and any period during which the performer, at his own request, is excused from rendering services shall not be work time for any purpose.

C. After the day performer has been employed, and after the starting date of such employment, none of the provisions of this numbered Section shall break the continuous employment of such day performer, all as more particularly provided in Section 6 hereof.

13. MEAL PERIODS

A. Allowable meal periods shall not be counted as work time for any purpose. A meal period shall not be less than one-half (½) hour nor more than one

(1) hour in length. The performer's first meal period shall commence within six (6) hours following the time of his first call for the day; succeeding meal periods of the same performer shall commence within six (6) hours after the end of the preceding meal period. There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty, provided that the six (6) hour period between meals has not been extended as permitted by the following sentence. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If, on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if delay is caused by common carriers such as railroads, there shall be no penalty for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no penalty for the violation; but if such delay shall continue beyond one-half (½) hour, work shall cease, and the time intervening between such cessation of work and the meal period shall be work time.

The performer shall be entitled to 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 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.

If, by reason of a long make-up, wardrobe or hairdress period of a performer, application of the rule would require calling a meal period for such performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such performer before the time for his set call, it being understood that no deduction shall be made from work time for such period; it is further understood, however, that such performer shall be given a meal period within six (6) hours from the time such food is made available to the performer.

Outside the studio, when the crew is provided a meal or a meal allowance (as distinguished from *per diem* or penalty), the performers (other than

those receiving a *per diem* allowance for meals on overnight locations) will be provided either a meal or a meal allowance when they have satisfied the same terms and conditions for entitlement to such meal or meal allowance as the crew.

B. The following amounts shall be paid to performers for meal period violations:

(1)	For the first one-half (½) hour or fraction thereof:	$25.00 per performer
(2)	For the second one-half (½) hour or fraction thereof:	$35.00 per performer
(3)	For the third one-half (½) hour and each additional one-half (½) hour or fraction thereof:	$50.00 per performer

14. INTERVIEWS

A day performer who is dismissed within one (1) hour from the time he is requested to and does report for an interview shall not be entitled to any compensation. A day performer who is detained by the Producer for more than one (1) hour on such interview shall be compensated for all excess time over one (1) hour at his straight time hourly rate, in one-half (½) hour units. In order to entitle the performer to compensation hereunder, a call for an interview must be for a definite time, and must be given or confirmed by the casting department. If the performer is more than five (5) minutes late, he shall not be entitled to compensation.

If there has been no agreed salary before the interview, and if the performer and the Producer cannot agree, the salary rate at which he shall be compensated for such excess time shall be determined by conciliation and, if conciliation fails, by arbitration. Such arbitration shall be conducted as provided by Section 9 of the General Provisions.

The latest version of the script will be made accessible to the performer in the casting office twenty-four (24) hours in advance of a scheduled reading or immediately after the scheduling of the interview, whichever last occurs.

If the performer reads or speaks lines which he has not been given to learn outside the studio, without photography or sound recording, the same shall constitute an "interview."

If the studio has not, within three (3) days after the interview, notified the performer in writing that he has been selected, then, for the purpose hereof, such performer shall be deemed to have been rejected.

If parking space is not provided or readily available, Producer will validate or reimburse parking costs incurred by performers in connection with interviews.

For scheduled interviews (other than general or get-acquainted type interviews) conducted and confirmed by the casting office (or, if Producer has no casting office, in the office of Producer's casting representative), sign-in sheets shall be required at the place where the performer is first directed to report. Copies of such sheets shall be kept by Producer for thirty (30) days and, during that time, such sheets will be made available to the Union upon request. The sign-in sheet shall indicate whether parking was provided.

Sign-in sheets for scheduled interviews shall include the following information: performer's name; social security number; name of role; performer's agent (if any); whether interview was videotaped; whether parking was provided; whether the script was available; actual call; waiting time; and performer's initials.

A person authorized to effectively recommend selection shall be present at any second or subsequent interview/audition for a specific role.

If a performer who has been individually interviewed or auditioned for a specific role desires to have the videotape of such interview or audition erased, the Producer will do so upon written request of the performer. If two (2) or more performers are so interviewed or auditioned together on the same videotape, the Producer will erase such tape upon the written request of all such performers. In either case, the erasure will take place after completion of the casting process.

In connection with interviews, Producer shall have the right to state its intention with respect to the terms and conditions of employment for the role. Performers who do not intend to accept such terms and conditions shall nevertheless have the right to interview and negotiate for better terms and conditions at the time of hiring.

15. AUDITIONS, TESTS

A. If the performer is given employment in the picture, he shall not be entitled to compensation for auditions or tests unless required to wait more than one (1) hour between the time of the call for such purpose and the commencement thereof; if required to wait more than one (1) hour, the performer shall receive compensation for excess waiting time, at straight time, in one-half (½) hour units.

B. If the performer is not given employment in the picture, the performer shall receive one-half (½) day of pay.

C. If the performer reads or speaks lines which he has not been given to learn outside the studio, without photography or sound recording, the same shall not constitute an audition or test, but shall constitute an "interview," and the provisions of Section 14 hereof shall apply thereto.

D. This Section does not apply to make-up or wardrobe tests; see Section 16 hereof.

E. For scheduled auditions conducted and confirmed by the casting office (or, if Producer has no casting office, in the office of Producer's casting representative), sign-in sheets shall be required at the place where the performer is first directed to report. Copies of such sheets shall be kept by Producer for thirty (30) days and, during that time, such sheets will be made available to the Union upon request. The sign-in sheet shall indicate whether parking was provided.

Sign-in sheets for scheduled auditions shall include the following information: performer's name; social security number; name of role; performer's agent (if any); whether audition was videotaped; whether parking was provided; whether the script was available; actual call; waiting time; and performer's initials.

A person authorized to effectively recommend selection shall be present at any second or subsequent interview/audition for a specific role.

If a performer who has been individually interviewed or auditioned for a specific role desires to have the videotape of such interview or audition erased, the Producer will do so upon written request of the performer. If two (2) or more performers are so interviewed or auditioned together on the same videotape, the Producer will erase such tape upon the written request of all such performers. In either case, the erasure will take place after completion of the casting process.

In connection with auditions, Producer shall have the right to state its intention with respect to the terms and conditions of employment for the role. Performers who do not intend to accept such terms and conditions shall nevertheless have the right to interview and negotiate for better terms and conditions at the time of hiring.

16. FITTINGS, WARDROBE TESTS, MAKE-UP TESTS

A. Time spent by a day performer in fitting shall be paid for as follows:

(1) Fittings on the same day that the performer works:

(a) Time spent in such fittings shall be work time and part of the performer's continuous day.

(b) There shall be a voucher provided at all wardrobe fittings to be signed by the performer indicating time in and time out.

(2) Fittings on a day prior to work:

When a day performer is fitted on a day prior to the day on which he works, he shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving over $1,000 per day shall not be entitled to any compensation for such fittings.

(3) Performer fitted and not used:

If the day performer is fitted and not used in the picture for which he was fitted, he shall be entitled to one (1) day's pay; such performer shall not be entitled to any further compensation.

B. Wardrobe Tests and Make-up Tests

(1) If a performer is given a make-up or wardrobe test and not used in the photoplay for which he was tested, he shall receive one-half (½) day of pay for each day on which he is given such tests.

(2) If a performer is given a make-up or wardrobe test and is used in the picture for which he was tested, he shall be paid as follows:

(a) Tests on the same day that the performer works:

Time spent in such tests shall be work time and part of the performer's continuous day, the same as fittings, and to the extent that overtime is caused by such tests, overtime shall be paid in accordance with Section 9 hereof.

(b) Tests on day prior to work:

When a day performer is given a make-up or wardrobe test on a day prior to the day on which he works, he shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving over $950 per day shall not be entitled to any compensation for such tests.

17. STORY, SONG AND PRODUCTION CONFERENCES

Story, song and production conferences on any day on which the performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the continuous employment of day performers.

18. STUDY OF LINES OR SCRIPT

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

19. PUBLICITY INTERVIEWS

Time spent by the performer in publicity interviews, whether on a day the performer works or otherwise, shall not be counted as work time for any purpose, but the performer shall be under no obligation to report for such interviews.

20. PUBLICITY STILLS

If the Producer desires the services of the performer in making publicity stills, the performer agrees to render such services. If the Producer desires such services of the performer without the payment of compensation therefor, it may request from the Union a waiver for such purpose, and the Union agrees to grant such waiver if it considers it to be of benefit to the performer. If the Union does not grant such waiver, and the Producer uses the services of the performer for publicity stills, the performer shall be paid for such services a minimum of two (2) hours of compensation, and for time in excess of two (2) hours, in hourly units.

21. REHEARSAL TIME

A. 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 Producer, constitutes a rehearsal. Rehearsals shall be counted as work time.

B. Auditions, tests, interviews, make-up and wardrobe tests do not constitute rehearsals.

C. The Union agrees to freely grant waivers for the training of a performer in a particular skill such as horseback riding, fencing, etc.

Compensation, if any, shall be agreed to between the performer and the Producer, subject to the approval of the Union.

D. Neither tests, auditions, fittings, publicity stills, pre-production stills, pre-recordings nor training under subsection C. above, after employment but before the starting date of such employment, shall start the employment period of such performer. Compensation, if any, for any of such services shall be as otherwise provided in this Schedule.

E. Rehearsal shall not start the consecutive days of employment for a day performer engaged for a long-form television motion picture or a theatrical motion picture, subject to the following:

(1) the performer must be paid for rehearsal at the same rate as for photography;

(2) the performer must be generally available for rehearsal, as distinguished from professionally available;

(3) the performer must be given a firm start date; and

(4) consecutive employment applies during the rehearsal period.

22. NIGHT WORK

A. Night work is defined as work between 8:00 p.m. and 6:00 a.m. except that a first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

There shall be no premium payable for night work, except that a performer (including a singer) who is called solely for the purpose of looping, singing or automatic dialogue replacement (ADR) work during post-production shall receive premium pay for each straight time hour of night work equal to ten percent (10%) of his hourly rate for such hours. However, such premium pay shall not be payable to a performer (or singer) if the looping, singing or ADR work is scheduled at night to accommodate the schedule of that performer (or singer).

Such premium pay shall be payable to any Schedule A performer who is earning in excess of $1,200 on the basis of $1,200.

Such night premium pay shall not be paid on any overtime hours.

The above in no way affects audience shows covered by Section 40 of the 1995 Television Agreement.

B. To the extent known, Producer shall provide advance notice, *i.e.*, on the day prior, that night work will be required and whether such night work will involve interiors or exteriors.

C. Dismissal - New York City. Any performer required to work at night and not dismissed by 9:30 p.m. will be provided transportation by Producer to Grand Central Station, Penn Station or the Port Authority, 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.

23. WORK ON SIX OR SEVEN DAYS IN A WORKWEEK; SATURDAY AND SUNDAY WORK

The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to commencement of that workweek.

A. A day performer shall be paid time and one-half for the sixth day worked, if such performer works six (6) days within a studio workweek. For work on any other sixth day of a studio workweek, performer shall be paid at straight time. Overtime shall be paid at the same rate as for the first eight (8) hours if premium pay is received. If the performer does not work, he shall not be paid. For purposes of such calculations, the maximum daily rate shall be two (2) times the day performer minimum rate.

B. A day performer shall be paid double time for the seventh day worked, if such performer works seven (7) days within a studio workweek. For work on any other seventh day of the workweek, performer shall be paid at straight time except as provided in Section 23.A. above. Overtime shall be paid at the same rate as for the first eight (8) hours if premium pay is received. If the performer does not work, he shall not be paid. For purposes of such calculations, the maximum daily rate shall be two (2) times the day performer minimum rate.

C. For any sixth day on an overnight location, worked or not worked, performer receives what he would receive for a week day. A sixth day worked on an overnight location shall not be a premium day.

D. An "overnight location sixth day," as used herein, shall be deemed to mean any of the following:

(1) Any sixth day spent or worked by the performer on an overnight location or on an exploitation tour;

(2) A sixth day which is the day of departure for such location (provided the performer does not actually work in the studio on such day); or

(3) A sixth day which is the day of return from such location (provided the performer does not actually work in the studio on such day).

All other sixth days shall be deemed to be "studio sixth days."

E. A day performer shall be treated as having worked six (6) days in a studio workweek (seven (7) days in an overnight location workweek), and shall be entitled to payment for the sixth day worked in a studio workweek (the seventh day worked in an overnight location workweek), whenever a holiday falls on a regularly-scheduled work day and the performer is required to work five (5) days in the holiday week in a studio workweek (six (6) days in the holiday week in an overnight location workweek).

Whenever a performer is paid for a day or days not worked by reason of consecutive employment rules (a "hold day") in a week during which the performer also works, the performer shall be considered to have worked on the "hold day(s)" for purposes of determining whether the performer is entitled to premium pay for a sixth or seventh day worked. As an example, if the sum of the number of hold days and the number of days worked by the performer in a studio workweek equals six (6), then the sixth day (whether worked or a hold day) shall be paid as a sixth day worked. Similarly, if the sum of the number of hold days and the number of days worked by the performer in the workweek equals seven (7), then the seventh day (whether worked or a hold day) shall be paid as a seventh day worked.

F. There shall be no compounding of the premium pay provided by this Section and the penalty provided for violation of the thirty-six (36) or fifty-six (56) (or fifty-four (54)) hour rest period.

G. A day performer employed to do looping, dubbing or dialogue replacement on a day or days not contiguous to principal photography shall be paid at time and one-half if such work is performed on a Saturday, or at double time if such work is performed on a Sunday, unless such work is scheduled on Saturday or Sunday to accommodate the schedule of any performer. In the latter case, and in all other cases not covered by the preceding sentence, all such performers shall be compensated at straight time.

24. WORK ON HOLIDAYS; WORK BEFORE AND AFTER HOLIDAYS

A. If a day performer works on any of the following nine (9) holidays, to wit: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, or Christmas Day, he shall receive double what he would receive for a week day. Whenever any of said holidays falls on a Sunday, such holiday for all purposes of this Schedule A shall be deemed to fall on the Monday next succeeding.

B. If the day performer is employed by Producer the day before and the day after any one (1) of the above nine (9) holidays, the continuous employment rule shall apply over such holiday, except when any such holiday occurs on a studio sixth day on which performer does not work.

C. If a day performer is required to spend any of the holidays above-mentioned on an overnight location and does not work, he shall receive a day of pay.

D. Overtime shall be paid at the same rate as for the first eight (8) hours.

E. There shall be no compounding of the premium pay provided by this Section and the penalties provided for violation of the thirty-six (36) or fifty-six (56) (or fifty-four (54)) hour rest period.

25. WEATHER-PERMITTING CALLS

Weather-permitting calls are allowable for day performers subject to the following limitations and conditions:

A. Weather-permitting calls to day performers receiving $750 per day or less shall not be issued for stages in studios. The Union has heretofore, upon request, issued waivers permitting the giving of weather-permitting calls for work on certain stages, such as the so-called "Phantom Stage" at Universal City Studios where rain, wind or hail rendered sound recording unusable. Similarly, waivers have been granted authorizing weather-permitting calls when caused by fog, wind, rain or hail on uncovered, tarpaulin-covered or open structures. It is agreed that

weather-permitting calls within the limits provided by this Agreement may be given to performers on such or similar stages and on open or uncovered structures where the making of usable sound track is rendered impossible because of rain, wind or hail, or where usable photography on an uncovered structure is rendered impossible by fog, wind, rain or hail. Disputes which may arise hereunder are subject to the arbitration provisions of this Agreement.

B. A day performer receiving $750 per day or less shall be paid a half (½) check upon the cancellation of any weather-permitting call. This check shall entitle the Producer to hold the day performer for not exceeding four (4) hours. The day performer shall receive a half (½) check for each additional four (4) hours, or portion thereof, during which he is held by the Producer. During this waiting period, the Producer has the privilege of putting day performers into costumes, rehearsing or making other use of their services. If, however, any recording or photographing is done, whether still pictures or otherwise, the day performer shall be paid the agreed daily wage.

C. Weather-permitting calls may not be issued to a day performer after the commencement of his photography, and the fact that a weather-permitting call or calls have been issued before the commencement of photography shall not cause the continuous employment provisions of day performer rules to come into effect. "Photography," as used herein, does not refer to such photographing as is referred to in Section 28 hereof.

26. SCRIPT LINES

A. The Producer agrees that all script line parts shall be played by performers hired directly, and not by background actors adjusted on the set, except when a performer has been hired to play the part and for any reason is unavailable or unable to portray the part properly.

Except as above provided, no background actor hired as such may be employed for script lines on location; and no background actor hired as such may be employed for script lines for work at the studio on the same day as the day on which he was employed as a background actor.

Non-script lines are defined as lines which are not pre-planned or preconceived and which are not deliberately omitted for the purpose of evading these provisions.

B. A background actor hired as such may speak non-script lines, in which case the background actor shall be signed off as a background actor and employed as a day performer. The performer so adjusted may be closed and signed off as a day performer and be re-employed in the same photoplay to perform background actor work, but not in the same part for which he was adjusted. If such a person is again adjusted to perform day performer services in a different part in the same photoplay, he shall not be entitled to continuous or consecutive days of employment between the time when he is first signed off as a day performer and the time when he is again adjusted. If a background actor has been adjusted to perform day performer work, the Producer may retake the scene with a different day performer, without any penalty for failure to recall such background actor. A background actor adjusted for non-script lines shall not be entitled to day performer pay for any day or days before he was adjusted.

C. The compensation due for the day to a performer hired as a background actor, whether by the day or the week, and adjusted for day performer work, including services as a background actor and as a day performer shall be computed as follows:

(1) He shall receive his full day of pay as a background actor.

(2) In addition thereto, he shall receive his full day of pay as a day performer.

(3) The Producer shall be entitled to a credit against the sum payable under (2) of that portion of the sum payable under (1) as represents the part of the day from and after the time the performer is signed off as a background actor, computed in units of tenths of an hour.

Overtime, if any, shall commence to accrue after the performer so adjusted has rendered eight (8) hours of work as a day performer.

To illustrate the application of the foregoing rule:

A background actor starts work at 9:00 a.m. and works until 10:07 a.m. At 10:07 a.m., he is signed off as a background actor and employed as a day performer. He thereafter works seven and one-half (7½) hours as a day performer. Under subparagraph (1), he receives eight (8) hours of pay as a background actor; under subparagraph (2), he receives eight (8) hours of pay as a day performer; under subparagraph (3), the Producer is entitled to a credit of six (6) hours and forty-eight (48) minutes pay at his background actor rate. Assume the performer's background actor rate is $105.00 per day and his day performer rate is $636.00, the performer would receive $650.75.

27. STUNT ADJUSTMENT

Unless otherwise bargained for at the time of his engagement, a day performer shall receive an adjustment of an additional applicable daily stunt performer's minimum on any day on which he performs a stunt. In no event shall the day performer ever receive less than the stunt performer's day minimum on the day the performer does the stunt. Overtime compensation on such day shall be based on the performer's aggregate compensation for such day.

28. RETAKES, ADDED SCENES, LOOPING, ETC.

A. As an exception to the consecutive employment requirements of Section 6 hereof, compensation for services in connection with retakes, added scenes, sound track, process shots, transparencies, trick shots, trailers, changes and foreign versions shall be paid to the day performer only for the days on which the performer is actually so employed. If such services are commenced within four (4) months (six (6) months for theatrical motion pictures, pilots or long-form television motion pictures (including multi-part, closed-end series)) after the prior termination of employment, compensation therefor shall be at the daily rate originally agreed upon, except in case of conversion to the weekly basis, in which latter event the compensation shall be prorated on the weekly rate originally agreed upon.

Performer may be recalled to loop (record sound track) after completion of principal photography at one-half (½) of the performer's *pro rata* daily salary for a four (4) hour looping session. If the session exceeds four (4) hours, a full day of *pro rata* salary shall be payable.

The Producer may bargain with any day performer earning $5,000 or more per day to include one (1) prepaid looping day in his compensation. The performer's employment contract shall contain a separate provision to that effect and a box must be provided next to the prepayment provision for the performer to initial to indicate acceptance.

B. Close-ups

The Union will freely grant waivers of continuous employment for the making of close-ups made after the completion of the Director's first rough cut of the photoplay, so that the performer shall be paid only for the day or days upon which he renders such services.

29. OVERLAPPING ENGAGEMENT

When the engagement of a performer under a freelance contract extends into or overlaps any other engagement of such performer as a freelance performer or day performer

(1) because of any unanticipated delay in production or *bona fide* mistake, or

(2) because of any failure of such performer to disclose his other engagements at the time of accepting any engagement, or

(3) when, as an accommodation to such performer, such performer is permitted to work currently in two pictures,

it is agreed as follows: For any day or days on which such performer renders his services for the Producer of the picture in which he has first rendered his service, he shall receive compensation from such first Producer. For any day or days on

which such performer renders services for the Producer of the second picture in which he has rendered his services, he shall be compensated by the Producer of such second picture. For any day or days on which the performer does not render his services either for the first Producer or for the second Producer, he shall be compensated by the second Producer, unless the first and second Producers agree between themselves (and notice thereof is given to the performer) that compensation for such additional day or days shall be paid by the first Producer. The compensation to be paid by the first Producer shall be paid at the rate specified in the performer's contract with the first Producer, and the compensation to be paid by the second Producer shall be at the rate specified in the performer's contract with the second Producer; provided, however, that if the rate paid by the first Producer is less than the rate specified in the performer's contract with the second Producer, the difference shall be paid by the second Producer and, provided further, that for any day or days on which the performer does not render services either for the first or for the second Producer, he shall be compensated at the rate of compensation which is the higher of the two. This paragraph does not affect such performer's right to receive compensation from both Producers when the performer, while employed by one Producer, makes retakes, added scenes, etc., for the other Producer after the expiration of his term of employment with such other Producer, in any case in which the performer is otherwise entitled thereto. Nothing in this paragraph contained shall be deemed or construed in any way to limit or prejudice any right or remedy of any Producer, either with respect to any of the contingencies hereinbefore specified or otherwise. A freelance performer may be required to state on his contract the starting date of his next engagement, by inserting such date in the following statement, which may be endorsed or printed on such contracts:

"The starting date of the performer's next engagement is _____."

30. PRE-RECORDINGS

Pre-recordings, including rehearsals therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a day performer; such performer shall be paid for the day or days on which he renders services in connection with pre-recordings.

31. PRE-PRODUCTION STILLS

Pre-production stills, including rehearsals and preparations therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a day performer; such performer shall be paid for the day or days on which he renders services in connection with pre-production stills.

32. TRAVEL TIME - RULES AND DEFINITIONS

A. Travel to Location - No Services Rendered on Day of Departure

If a day performer is transported to location and such traveling is commenced on any day on which he does not render services, he shall be compensated at a day's pay.

B. Pay for Day of Arrival

If a day performer is transported to or from location and he does not arrive at the destination on the day of departure, any travel time past midnight of the day preceding the day of arrival shall not be work time or travel time for any purpose whatsoever with respect to the day of arrival, but such day performer shall nevertheless be entitled to not less than a full day's pay for the day of arrival, whether or not he renders any services on such day.

C. Pay for Intervening Days of Travel

If a day performer is transported to or from location and does not arrive at the destination on the day following the day of departure, he shall be entitled to one (1) day of pay for each intervening day of travel.

D. Travel from Location

If a day performer departs from location, he shall be entitled to a full day of pay for such day of departure, but if he has not otherwise rendered services on such day, his travel time on such day shall not be counted as work time or

travel time for any purpose. If a day performer departs from location on a day on which he has rendered services, then, for the purpose of computing his pay for the day of departure, his travel time, if any, past midnight of such day shall not be work time or travel time for any purpose unless he arrives at the destination and renders services on the day next following the day of departure; but if, in such event, he does arrive at the destination and renders services on the day next following the day of departure, his travel time past midnight of the day of departure shall be included in his travel time for the purpose of computing his pay for the day of departure; it being understood that for the purpose of computing his pay for the day of departure as aforesaid, such performer shall in no event be entitled to more than one (1) day of pay on account of all such travel time.

E. Travel Provisions When Recalled for Retakes, Added Scenes, etc.

Any day performer living within the City of Los Angeles or its environs, who is outside such area when he is recalled by the Producer for any of the purposes specified in Section 28 hereof (including performers who are entitled to the provisions of the following paragraph), shall be provided with transportation or reimbursed for the cost of transportation only, from the place where he is when recalled to the place designated by the Producer, by the particular mode of transportation specified by the Producer, regardless of any other mode of transportation the performer may actually use. Return transportation shall be furnished or the performer shall be reimbursed for such return transportation, as above set forth, only if the performer shall so return within one (1) week from the date of dismissal by Producer.

Any day performer living within the City of Los Angeles or its environs, who is at a place beyond a radius of one hundred fifty (150) miles from the intersection of Beverly Boulevard and La Cienega, Los Angeles, California, when he is recalled by Producer for any of the aforesaid reasons, shall be placed on salary as of the day he is directed to and does report to the place designated by Producer, and shall remain on salary each day until dismissed, except for the provisions relating to seventh days in the workweek and holidays. If, after dismissal, the performer remains in this locality or delays his return, unless by the Producer's request, and is again recalled by the Producer, he shall not be entitled to any payment for the time intervening between his dismissal and his recall. The performer shall be entitled to travel time compensation based on the same rate paid

for his principal engagement for the period of time, and only for the period of time, that is required in traveling to and from the said place designated by the Producer by the particular mode of transportation specified by the Producer, regardless of any other mode of transportation the performer may actually use. Such travel time compensation shall be computed in accordance with the travel time allowance provisions for day performers as provided in this subsection E. The said travel time allowance for the day performer's return to the place of original departure shall be paid only if the performer shall so return within one (1) week from the date of dismissal by Producer.

If the Producer designates the mode of transportation and the day of departure and the performer follows such directions, there shall be no lapse in payment for days intervening between end of travel and commencement of work.

In the event the Producer does not specify the mode of transportation, then the travel time allowance shall be based upon the most expeditious mode of transportation possible, including travel by commercial airlines. The performer need not fly, but if he elects not to fly when requested to do so, it shall not increase the travel time allowance as specified above.

There shall be no duty on the Producer to procure return transportation for the performer so long as Producer pays for the same.

To illustrate the foregoing, a performer, a resident of Los Angeles, is temporarily in San Francisco. Within three (3) months from the close of his principal engagement, he is recalled by the Producer as follows: On a Monday, the Producer directs the performer to report at the Los Angeles studio of Producer at 11:00 a.m. on the following Thursday for retakes. The performer elects to travel by train. He departs from San Francisco on Wednesday night, arriving at Los Angeles Thursday morning and reports at 11:00 a.m. The Producer dismisses the performer at 2:00 p.m. on the same day. The performer elects to return to San Francisco by train. The performer shall be entitled to one (1) day of pay at the same rate as was paid for his original engagement, plus the cost of transportation by commercial airline.

In the foregoing example, if the performer had been dismissed at 6:00 p.m. with an hour off for lunch (six (6) hours work, four (4) hours travel), the

performer would have been entitled to pay for one (1) day plus two (2) hours at time and one-half. The performer shall not be entitled to a travel allowance of more than eight (8) hours in any period of twenty-four (24) hours; and the performer shall not be entitled to any travel time allowance for a period of travel for which he is otherwise paid.

When principal photography takes place in New York, the provisions of this subsection E. of Schedule A shall apply to performers living in New York and absent therefrom, and shall be applied to other cities in the same manner by analogy.

An out-of-state performer who is recalled for any of the purposes specified in subsection E. of this Schedule A shall not be required to remain in this locality after dismissal unless he is carried on salary during the period he is so required to wait.

Transportation shall mean first-class transportation.

F. Studio Zone

(1) With respect to studios situated in Los Angeles, California, or its environs, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, and such other territory (such as the present Columbia Ranch and Disney Studio) as is generally recognized as being within the studio zone. With respect to studios not situated in Los Angeles or its environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers, and in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules herein set forth) shall be determined by arbitration under Section 9 of the General Provisions whenever the situation arises.

(2) With respect to studios situated in New York, New York, the "studio zone" shall include all territory within the radius of eight (8) miles from Columbus Circle.

(3) The Los Angeles Thirty Mile Studio Zone

Performers may be required to report anywhere within such studio zone provided that, when the place of reporting is elsewhere than the Producer's studio, the following shall apply:

(a) Performers shall be paid $.30 per mile mileage allowance figured from the studio to the place of reporting and back, except that no mileage allowance is required:

(i) if the performer is employed on a long-form television motion picture; or

(ii) if the performer is employed on a new one (1) hour episodic television series or a one-half (½) hour or one (1) hour pilot which is first broadcast on or after July 1, 2001, or is employed on a theatrical motion picture produced on or after July 1, 2001, and is required to report for work at a site within a ten (10) mile radius of a point designated by the Producer. (The reporting site must still be within the thirty (30) mile zone.) Producer shall give prior notice to the Union of the point so designated. With respect to any television series, such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. The Union will not unreasonably refuse a request from the Producer that performer report to a location which is a reasonable distance beyond the Los Angeles thirty (30) mile zone.

(b) Distances shall be clearly stated on the performer's production time report.

(c) If, during the term of this Agreement, the International Alliance of Theatrical Stage Employes, through its collective bargaining agreement, negotiates with Producer a more favorable mileage allowance than the foregoing thirty cents ($.30) per mile allowance, then, in such event, from such date forward, the Union will be entitled to the benefit of such increase.

(d) The mileage allowance may be paid as a portion of the performer's payroll check, provided it is separately identified as such mileage reimbursement.

(e) The provisions of subparagraph F.(3)(a)(i) above shall automatically terminate on June 30, 2004.

(4) When a performer is required to report for work in the studio zone other than at a studio, Producer shall pay for parking in a supervised public parking lot. If no such public parking is available, Producer will provide supervised or secured parking.

(5) With respect to studios situated in San Francisco, California, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Market and Powell Streets.

G. Location and Overnight Location

Location shall mean any place of work not at the Producer's studio which is outside the studio zone. Overnight location shall be any location where the performer is lodged or offered lodging by the Producer at or near the location for one (1) or more nights, or any location which takes overnight to reach by ordinary means of transportation.

H. Near Location

A near location shall be any place which can be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation. If the Producer instructs the performer to fly to a location and the trip takes less than twenty-four (24) hours by air, the same shall be deemed to be a near location.

I. Distant Location

A distant location shall be any place which cannot be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation.

J. Place of Reporting and Dismissal

Except when already at an overnight location, performers shall be required to report only at the Producer's studio or within the studio zone, and shall be dismissed only at the place of reporting within the studio zone or the Producer's studio. When the performer is returning from such overnight location, he shall be dismissed only at the Producer's studio or the place of reporting within the studio zone, and not at the overnight location.

K. Travel Time is Work Time

Except as otherwise provided in this Agreement, all time spent by any performer in traveling at the request of the Producer between any place at which he is required to and does report and any location, both to and from, shall be travel time and, as such, shall be work time, subject to all deductions, limitations and exceptions for which provision is made in this Agreement.

L. Maximum Travel Time

Time spent in traveling shall not be included as travel time or work time to the extent of more than eight (8) hours in any twenty-four (24) hours.

M. Intervening Time between Dismissal and Travel

(1) Time intervening between the completion of a performer's work on any day and the commencement of travel on the same day shall be travel time except as otherwise provided in this Agreement.

(2) Travel to Overnight Location: Except as otherwise provided in this Agreement, the period of time intervening between the performer's dismissal for the day and the commencement of travel to an overnight location on the same day shall be travel time. This provision shall not affect the day performer's right to a minimum of one (1) day of pay for such day.

(3) Travel from Overnight Location: The period intervening between the performer's dismissal for the day and the commencement of travel on

the same day from an overnight location shall, as to day performers, be travel time, except as in this Agreement otherwise provided.

N. Transportation and Lodging Furnished

The Producer shall furnish reasonable transportation to and from location and shall furnish reasonable meals and, (when the Producer requires a performer to stay overnight), lodging to the performer on location. Separate rooms shall be provided to performers transported to overnight locations unless such rooms are not available.

In the event Producer believes that separate rooms will not be available at a particular location, Producer will notify the Union and the performer prior to departure, with reasonable time for each to investigate to determine whether the foregoing requirement can be complied with by Producer.

O. Deduction of Allowable Meal Periods

Reasonable meal periods shall be given during traveling, and allowable meal periods of not less than one-half (½) hour nor more than one (1) hour each shall be deducted from travel time, provided a reasonable meal is made available.

P. Deduction of Travel Time Otherwise Compensated For

Any travel time for which the performer is compensated as work time shall not be paid for as travel time.

Q. Computation of Overtime Caused by Travel Time

On a day on which a performer travels only, the performer shall be compensated at a day of pay. On a day on which the performer travels and works, overtime caused by such will be compensated at time and one-half and not at double time.

R. Transportation and Travel Time on Overnight Locations to and from Hotel or Camp

On overnight locations, the Producer shall provide transportation to and from the hotel or camp and, except as in this Agreement otherwise provided, the time to and from the hotel or camp shall be travel time. The rest period may be reduced to ten (10) hours (under Section 10.D.(2)).

S. Travel to or from Overnight Locations on Boat or Train Where Sleeping Accommodations are Provided

When more than one (1) night of travel, by ordinary means of transportation, is required to reach a location and the performer is given a berth on a boat or train, the time spent in traveling to or from such location shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period or for the purpose of computing the eight (8) hour day; it being agreed, however, that time spent in traveling on the day of arrival at such location, after 9:00 a.m. of such day, shall be counted for the purpose of computing the eight (8) hour day if the performer works on such day and, provided further, that the interval between the completion of travel on such day and the commencement of work shall not be considered travel time or work time for any purpose. Nothing herein contained shall be construed to interrupt the performer's right to remain on salary if the performer is otherwise entitled thereto.

T. Overnight Trip to or from Location

When an overnight trip to or from location is required, and the same takes at least seven (7) hours to reach and the performer is given a berth on a boat or train, the time spent in such traveling to or from such location, whether at the beginning, during or at the end of the engagement, shall not be work time or travel time for the purpose of computing overtime and the rest period.

U. Traveling on the Seventh Day in the Workweek and Certain Holidays

The holidays herein referred to are New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. When a day performer travels on

any seventh day in the workweek, or if a day performer travels on any of said holidays, he shall receive time and one-half for such travel time.

V. Engagement of Performers - Other Areas

(1) If a performer, residing or working in any area in which SAG maintains a branch, is brought to Producer's base or distant location in a different area of the United States for any purpose, the performer shall receive transportation and a $75 per day allowance from the time he commences travel at Producer's request until the time his salary commences.

(2) If Producer is photographing on a location in the United States and brings a performer to such location from anywhere in the United States, such performer shall be provided transportation to and from such location.

(3) Except as otherwise provided in (1) and (2) above, nothing herein contained shall prevent a Producer from engaging a performer outside of California (if such performer has not gone out of California for the purpose of evading this rule) to report in California or to report at any location and, in any such case, the Producer shall not be required to pay for or provide transportation of such performer to the place of reporting, or to pay such performer for any time spent in traveling thereto; nor shall the Producer be required to pay for or provide transportation of such performer, at the end of the engagement back to the place where such performer was engaged, or to pay such performer for any time spent in traveling back to the place where such performer was engaged; such performer may be dismissed on location. This does not limit the second sentence of subsection F. hereof.

(4) Performers shall not be held on a *per diem* longer than three (3) days.

W. General.

(1) Nothing in this Section 32 shall be deemed to break the continuous employment of a day performer.

(2) This Agreement uses the expressions "reasonable transportation" and "first-class transportation." The terms are intended to be synonymous. The type of transportation required can best be illustrated by examples: Bus transportation for a relatively short distance (Hollywood to Lake Arrowhead) meets these requirements; bus transportation for a long distance (Hollywood to San Francisco) does not. Pullman accommodations to San Francisco, or any other long distance, meet these requirements; deluxe transportation (*e.g.*, Super Chief) is not required. Transportation on a commercial airline without sleeper accommodations is first-class transportation. First-class transportation shall be provided on commercial airlines when the performer is required to fly at the request of the Producer. The foregoing shall apply to jet flights as well as to prop-driven aircraft. The foregoing shall not apply when first-class transportation is not available or six (6) or more of the company are being transported. Charter flights may be used which provide substantially equivalent accommodations. Notwithstanding the foregoing, first-class air transportation need not be provided with respect to auditions and interviews.

33. RIGHT TO NAME OR CHARACTER

No Producer shall, after the termination of the performer's employment, prevent such performer from continuing the use of any stage or screen name used by such performer. The name of a role owned or created by the Producer, such as Tarzan or Charlie Chan, belongs to the Producer and not to the performer.

34. RATE NOT SPECIFIED

Whenever this Schedule states that a performer shall receive compensation for work done before he is employed, if he is not employed, and no rate is specified in this Schedule, such compensation shall be computed upon the agreed rate of compensation, if there was such an agreed rate of compensation and, if not, upon the performer's established compensation. Disputes between the performer and the Producer under this provision are subject to conciliation and arbitration.

35. TIME OF PAYMENT

Paychecks shall be mailed or delivered to the performer within five (5) working days after completion of his day's work, Saturdays, Sundays and holidays excepted.

36. USE OF "DOUBLE"

The provisions of Section 36 of Schedule B shall apply to day performers employed at or above a salary of $1,300.00 per day.

37. DIALOGUE REPLACEMENT WORK

A. Except as provided in subsection E. below:

(1) a performer who is engaged to perform dialogue replacement work shall be paid one day of pay at the applicable day performer minimum rate for the following work:

(a) unlimited non-synchronized lines; and

(b) a maximum of five (5) synchronized lines for each of up to three (3) characters.

(2) Such performer shall be paid an additional day's pay for any part consisting of more than five (5) synchronized lines and for each set of up to three (3) additional characters with up to five (5) synchronized lines per character.

B. For purposes of this provision, a "synchronized line" means an identifiable word or words "covering" the mouth movements of a specific on-camera performer. A line shall consist of not more than ten (10) words. Part of a line shall be considered a line. Moans, groans, screams, exclamatory sounds (*e.g.*, "ooh," "aah," etc.) and the like shall not be considered words except when scripted and synchronized with an on-camera performer.

C. Prior to any session at which such work is performed, Producer shall advise the performer whether any vocally stressful work (*e.g.*, screamed lines) is contemplated. If the performer is not informed of vocally stressful work prior to the session, the performer may refuse to do such work.

D. The foregoing shall not apply to lines spoken for a scripted or storyboarded off-camera character (*e.g.*, a narrator, Hal the Computer ("*2001: A Space Odyssey*"), KITT the car ("*Knight Rider*"), Carlton the doorman ("*Rhoda*"), football game announcer ("*The Longest Yard*") or Charlie ("*Charlie's Angels*")).

E. Notwithstanding anything herein to the contrary:

(1) Producer may employ a performer to speak an unlimited number of synchronized lines for a single character, for which Producer shall pay performer the applicable minimum compensation.

(2) Producer shall not be obligated to engage performers employed under this Agreement to speak improvised lines in the nature of "omnies," as that term is commonly understood in the motion picture industry, except that a performer who is directed to speak lines "covering" one (1), two (2) or three (3) specific on-camera performers shall be employed under this Agreement.

F. A member report shall be completed by performers doing dialogue replacement work and shall be signed by a Producer representative. A copy will be sent to SAG. The report shall contain the information set forth in Exhibit I hereto.

SCHEDULE B

TELEVISION FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS $4,400 OR LESS PER WEEK AND WHO ARE GUARANTEED LESS THAN $32,000 PER TELEVISION PICTURE AND THEATRICAL FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS $5,500 OR LESS PER WEEK AND WHO ARE GUARANTEED LESS THAN $60,000 PER THEATRICAL PICTURE (LESS THAN $65,000 PER THEATRICAL PICTURE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002)

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SCHEDULE B

TELEVISION FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS $4,400 OR LESS PER WEEK AND WHO ARE GUARANTEED LESS THAN $32,000 PER TELEVISION PICTURE AND THEATRICAL FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS $5,500 OR LESS PER WEEK AND WHO ARE GUARANTEED LESS THAN $60,000 PER THEATRICAL PICTURE (LESS THAN $65,000 PER THEATRICAL PICTURE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002)

1. DEFINITION

A television freelance performer is a performer employed for a specific television motion picture in a designated role on a weekly basis at a salary of $4,400 or less per week but no less than $2,206 per week ($2,272 per week for the period July 1, 2002 through June 30, 2003 and $2,352 per week for the period July 1, 2003 through June 30, 2004) and who is guaranteed less than $32,000 per television picture. A theatrical freelance performer is a performer employed for a specific theatrical motion picture in a designated role on a weekly basis at a salary of $5,500 or less per week but no less than $2,206 per week ($2,272 per week for the period July 1, 2002 through June 30, 2003 and $2,352 per week for the period July 1, 2003 through June 30, 2004) and who is guaranteed less than $60,000 per theatrical picture (less than $65,000 per theatrical picture with respect to contracts entered into on or after January 1, 2002).

2. SCHEDULE B INCLUDED IN INDIVIDUAL CONTRACTS

It is agreed that the conditions of this Schedule shall govern the employment of freelance performers and shall become a part of the contract with the freelance performer.

3. **MINIMUM CONTRACT - REQUIRED PROVISIONS**

The minimum freelance contract shall be as follows:

SCREEN ACTORS GUILD, INC. MINIMUM FREELANCE CONTRACT

Continuous Employment - Weekly Basis - Weekly Salary -
One (1) Week Minimum Employment

THIS AGREEMENT is made this _____ day of _____, 20___, between _____, hereinafter called "Producer," and _____, hereinafter called "performer."

WITNESSETH:

1. *Photoplay, Role, Salary and Guarantee.* Producer hereby engages performer to render service as such in the role of _____, in a photoplay, the working title of which is now _____ at the salary of $_____ ($_____ per week). Performer accepts such engagement upon the terms herein specified. Producer guarantees that it will furnish performer not less than _____ weeks of employment. (If this blank is not filled in, the guarantee shall be one (1) week.)

2. *Term.* The term of employment hereunder shall begin on _____, *on or about*[11] _____, and shall continue thereafter until the completion of the photography and recordation of said role.

[11] The "on or about" clause may only be used when the contract is delivered to the performer at least seven (7) days before the starting date. See Codified Basic Agreement of 2001, Schedule B, Section 4; Schedule C, Section 4; otherwise, a specific starting date must be stated.

3. *Basic Contract.* All provisions of the collective bargaining agreement between Screen Actors Guild, Inc. and Producer relating to theatrical motion pictures which are applicable to the employment of the performer hereunder shall be deemed incorporated herein.

4. *Performer's Address.* All notices which the Producer is required or may desire to give to the performer may be given either by mailing the same addressed to the performer at _____, _____, or such notice may be given to the performer personally, either orally or in writing.

5. *Performer's Telephone.* The performer must keep the Producer's casting office or the assistant director of said photoplay advised as to where the performer may be reached by telephone without unreasonable delay. The current telephone number of the performer is (___) _____.

6. *Motion Picture and Television Fund.* The performer (does) (does not) hereby authorize the Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due the performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund.

7. *Furnishing of Wardrobe.* The (performer)(Producer) agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required, the Producer shall supply the same.

8. *Arbitration of Disputes.* Should any dispute or controversy arise between the parties hereto with reference to this contract, or the employment herein provided for, such dispute or controversy shall be settled and determined by conciliation and arbitration in accordance with the conciliation and arbitration provisions of the collective bargaining agreement between the Producer and Screen Actors Guild relating to theatrical motion pictures, and such provisions are hereby referred to and by such reference incorporated herein and made a part of this Agreement with the same effect as though the same were set forth herein in detail.

9. *Next Starting Date*. The starting date of performer's next engagement is _____.

10. The performer may not waive any provision of this contract without the written consent of Screen Actors Guild, Inc.

11. Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the employment contracted for herein or that the above referred to photoplay is covered by such collective bargaining agreement under the provisions of Section 24 of the General Provisions of the Producer - Screen Actors Guild Codified Basic Agreement of 2001.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

PRODUCER _____

_____ BY _____
PERFORMER

4. STARTING DATE

A. The phrase "on or about," as used in a freelance performer's contract, shall allow a latitude of twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, either prior to or after the date specified in the contract, as the commencement of the term thereof.

B. If a freelance contract is delivered to the performer at least seven (7) days before the starting date, the "on or about" clause may be used. If a contract is delivered to a performer less than seven (7) days before the specified starting date, a definite starting date must be specified and the "on or about" clause shall not be used: To illustrate: If the starting date of a performer is on the eighth day of the month, and the contract is delivered to the performer on the first day of the month, the "on or about" clause may be used, but if the contract is delivered to the

performer on the second day of the month, the "on or about" clause may not be used.

C. In any case when it is impracticable or impossible to fix any definite starting date of any performer to be employed under a freelance contract because of such performer's activities on the stage or in radio or otherwise in the amusement business (except motion pictures), the Union agrees to waive the requirement of a definite starting date in such freelance contract, provided that such freelance contract contains a reasonable provision for the fixing of the starting date thereof and notice thereof. Any dispute between the Union and any Producer with respect to the issuance of any such waiver shall be determined by arbitration under Section 9 of the General Provisions hereof.

D. In the event a performer is engaged in accordance with Section 6.B. hereof, but a start date has not yet been provided to the performer by the Producer, performer may terminate such engagement in order to accept conflicting *bona fide* employment by a third party; subject, however, to the performer first giving Producer the following minimum period during which Producer may specify a start date which then becomes binding, which conflicts with the proffered third party employment:

(1) If performer informs Producer before noon of a business day, by the end of the same day; or

(2) If performer informs Producer at any other time, by noon of the next business day.

5. MINIMUM SALARY - GUARANTEE

The minimum salary for a freelance performer shall be $2,206 per week for the period July 1, 2001 through June 30, 2002; $2,272 per week for the period July 1, 2002 through June 30, 2003; and $2,352 per week for the period July 1, 2003 through June 30, 2004.

One (1) picture employment for a freelance performer shall guarantee at least one (1) week of employment. The guarantee provided in this paragraph shall

be subject to the rights of suspension and termination granted to the Producer by the provisions of Sections 40, 41 and 42 of this Schedule B.

6. EXECUTION OF AGREEMENT - ENGAGEMENT - DELIVERY OF CONTRACT

A. If said freelance contract is delivered by the Producer to the performer and if said freelance contract is executed without alteration by the performer and is so returned to the Producer by noon of the next succeeding business day after its delivery to the performer, it shall thereupon constitute a contract binding on both parties even though not executed by the Producer, but the Producer, on demand, shall deliver a signed copy to the performer.

B. Freelance performers under this Schedule B shall be considered definitely engaged in any of the following events:

(1) When the performer is given written notice of acceptance;

(2) When a form contract signed by Producer is delivered to performer or when an unsigned contract is delivered by Producer to performer and is executed by performer as so delivered and returned to Producer;

(3) When a script is delivered to the performer by Producer; however, this does not include the delivery of a script for a test, audition or interview nor the submission of a script for the purpose of permitting the performer to determine if he desires the engagement;

(4) When a performer is fitted for work; this shall not apply to wardrobe tests; or

(5) When the performer is given a verbal call by Producer or an authorized company representative, which is accepted.

C. Delivery of Contracts

(1) To the extent that the agreement reached between the Producer and the performer can be reflected on the form required by the collective bargaining agreement plus Producer's standard riders to be filed with the Union, Producer shall deliver a copy of such contract to the performer not later than the first day of performer's employment. When the agreement cannot be so reflected, Producer shall deliver a copy of such contract to the performer not later than the first day of performer's employment or four (4) business days after such agreement has been reached, whichever is later.

The present rule that a performer may not be required to sign contracts on the set shall continue. Delivery to a performer's agent constitutes delivery to the performer.

(2) When Producer chooses to deliver a copy of a contract to the performer on the set, an extra copy for retention by the performer shall be provided.

(3) Liquidated damages in the amounts provided in Section 31.B. of the General Provisions hereof for late payment shall be payable until a written contract is delivered to the performer.

(4) W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on the first day of employment. W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law. W-4 forms shall be attached to three (3) day performer contracts.

D. Delivery of Booking Slip

(1) A copy of the "booking slip" shall be provided to performer no later than the day next preceding the first day of performer's employment.

(a) Definition of Booking Slip. A booking slip is a document containing a designation of the role, salary and number of days of guaranteed employment.

(b) If performer is engaged after 6:00 p.m. on the day prior to the first day of performer's employment, the booking slip will be included with the script provided to performer. However, if the script was provided to performer prior to such date and hour, Producer need not provide such booking slip.

(c) The foregoing requirements for delivery of a booking slip shall not apply if performer's contract has previously been delivered to performer or performer's agent.

7. RATE NOT SPECIFIED

Whenever this Schedule states that a performer shall receive compensation for work done before he is employed, if he is not employed, and no rate is specified in this Schedule, such compensation shall be computed upon the agreed rate of compensation, if there was such an agreed rate of compensation and, if not, upon the performer's established compensation. Disputes between the performer and the Producer under this provision are subject to conciliation and arbitration.

8. STUDIO PAYROLL WEEK - TIME OF PAYMENT

A. The studio payroll week shall be deemed to start at 12:01 a.m. on Sunday and end at 12:00 midnight of the succeeding Saturday.

B. Compensation, including daily overtime, if any, earned by the performer under a freelance contract shall be payable on the regular studio pay day for services rendered up to and including the preceding Saturday.

9. THE PERFORMER'S WORKWEEK: STUDIO FIVE (5) DAY WEEK; OVERNIGHT LOCATION WEEK

A. Definitions - General

(1) An "overnight location workweek," as used herein, shall be deemed to be a workweek consisting of six (6) overnight location days or six (6) days of any combination of studio and overnight location days, which combination includes a sixth day overnight location day.

Any workweek, other than such an overnight location workweek, for the purposes of this Section, shall be deemed to be a "studio workweek." The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

(2) An "overnight location day," as used herein, shall be deemed to mean any of the following days, if the performer is on salary that day, as provided in the Basic Agreement:

(a) Any day spent or worked by the performer on an overnight location or on an exploitation tour;

(b) The day of departure for such location (provided the performer does not actually work in the studio on such day);

(c) The day of return from such location (provided the performer does not actually work in the studio on such day);

(3) For all purposes, the performer's weekly base rate shall be his weekly rate of salary as specified in his contract; the performer's straight time hourly rate shall be one-forty-fourth (1/44) of his weekly base rate.

B. Studio Five (5) Day Workweek

(1) The performer's studio workweek shall be a five (5) day workweek.

(2) The regular studio workweek shall be forty-four (44) cumulative hours commencing with the first day of the performer's workweek; weekly overtime shall be at one and one-half (1½) times the straight time hourly rate for hours worked in excess of forty-four (44) hours in such workweek, as provided in Section 13 entitled **"Overtime."**

(3) Work on Six (6) or Seven (7) Days in a Workweek

If the performer works on six (6) or seven (7) days in the workweek and performer is on a studio workweek, he shall in each case be entitled to premium pay in accordance with the following rules:

(i) The performer shall receive a premium of an additional one-half (½) day of pay for the sixth day worked, if the performer works six (6) days within a studio workweek. The performer shall receive a premium of an additional day of pay for the seventh day worked if the performer works seven (7) days within a studio workweek (in addition to the one-half day of premium pay for the sixth day worked in the workweek).

The following are examples of the foregoing:

(1) If the performer works seven (7) days in his workweek, he shall be entitled to an additional two (2) days of pay for work beyond five (5) days plus one and one-half (1½) days of premium pay or a total of eight and one-half (8½) days of pay. Hours worked on such sixth and seventh days shall not be included in calculating performer's forty-four (44) hour week. The other five (5) days in the week will constitute the workweek for such purpose.

(2) If the performer works six (6) days in his workweek, he shall be entitled to an additional day of pay for work beyond five (5) days plus one-half (½) day of premium pay, or a total of six and one-half (6½) days of pay. Hours worked on such sixth day, to and including ten (10) hours, shall not be included in calculating performer's forty-four (44) hour week.

(ii) Notwithstanding the foregoing provisions of subparagraphs (i) and (ii) above, a sixth day worked on an overnight location shall not be a premium day.

(iii) For work time in excess of ten (10) hours on any sixth or seventh day in a workweek for which the performer receives a premium of one-half (½) day of pay or one (1) day of pay as above provided, the performer shall receive double the weekly straight time hourly rate, including overtime caused by make-up, hairdress, wardrobe or fittings.

C. Overnight Location Six (6) Day Workweek

(1) The overnight location six (6) day workweek shall be forty-eight (48) cumulative hours, commencing with the first day of the performer's workweek, which forty-eight (48) hours include an additional four (4) hours overtime at the straight time hourly rate (whether worked or not).

(2) If the time included in calculating the performer's forty-eight (48) hour week, as above provided, exceeds forty-eight (48) hours, such excess time shall be paid for at the rate of one and one-half (1½) times the weekly straight time hourly rate, except as otherwise provided in Section 13 entitled **"Overtime."**

(3) Work on Seven (7) Days in a Workweek

(a) If a performer works seven (7) days in an overnight location workweek, he shall be entitled to a premium of an extra day of pay for the seventh day of work within his workweek. For example, if the performer works seven (7) days in his workweek, including a seventh day, he shall receive an additional day of pay for work beyond six (6) days plus a premium of one (1) day of pay, for a total of eight (8) days of pay. Hours worked on such seventh day shall not be included in calculating the performer's forty-eight (48) hour week. The other six (6) days in the week will constitute the workweek for such purpose.

(b) For work time in excess of ten (10) hours on any seventh day, for which the performer receives a premium of one (1) day of pay as above provided, the performer shall receive double the weekly straight time hourly rate, including overtime caused by make-up, hairdress, wardrobe or fittings.

D. Premium Days - Holiday Weeks - "Hold" Days

A Schedule B performer shall be treated as having worked six (6) days in a studio workweek (seven (7) days in an overnight location workweek), and shall be entitled to payment for the sixth day worked in a studio workweek (the seventh day worked in an overnight location workweek), whenever a holiday falls on a regularly-scheduled work day and the performer is required to work five (5) days in the holiday week in a studio workweek (six (6) days in the holiday week in an overnight location workweek).

Whenever a performer is paid for a day or days not worked by reason of consecutive employment rules (a "hold day") in a week during which the performer also works, the performer shall be considered to have worked on the "hold day(s)" for purposes of determining whether the performer is entitled to premium pay for a sixth or seventh day worked. As an example, if the sum of the number of hold days and the number of days worked by the performer in a studio workweek equals six (6), then the sixth day (whether worked or a hold day) shall be paid as a sixth day worked. Similarly, if the sum of the number of hold days and the number of days worked by the performer in the workweek equals seven (7), then the seventh day (whether worked or a hold day) shall be paid as a seventh day worked.

E. Shift in Workweek

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to commencement of that workweek.

F. Recall on the Sixth or Seventh Day in the Workweek

If a performer is recalled to work on a day or days that would constitute the sixth and/or seventh day worked in a workweek by such performer for that Producer (for which the performer received a premium of one-half (½) day or one (1) day of pay, as above provided) for any purpose mentioned in Section 30 of this Schedule B and, therefore, receives day performer conditions, the premium for the sixth or seventh day so worked shall not exceed $950 for the first eight (8) hours worked. Overtime in such case shall be paid at the same rate as for the first eight (8) hours.

G. No Compounding

There shall be no compounding of the foregoing premiums and the penalty or premium prescribed by Section 15 insofar as the same relates to the thirty-six (36) or fifty-six (56) (or fifty-four (54)) hour rest period, or Section 27, it being understood that, if, for example, a performer works seven (7) days in a studio workweek, he shall be entitled to only eight and one-half (8½) days of pay, plus overtime, if any.

H. Union Branches

Any area in which the Union maintains a branch shall be deemed a five (5) day workweek area for performers employed in such area, when principal photography for a picture is substantially photographed in such area. The scope of such areas is defined in General Provisions, Section 14, **"Preference of Employment."**

10. PERFORMER'S WEEK

The performer's week in each instance shall commence on the day of the week on which such performer is first placed on salary. In case of any suspension or interruption of such performer's employment at any time for seven (7) consecutive days or more, for any reason whatsoever, such performer's week shall thereafter commence on the day of the week when he is again placed on salary.

11. HOURS PER DAY; WORK PAST MIDNIGHT

If the performer is working at midnight of any day, then his hours of work for such day shall be computed until the performer has been dismissed subsequent to midnight, subject to all exceptions and deductions provided for in this Schedule. Hours of work for the following day shall, except as otherwise provided in this Schedule, be computed from the time that the performer, after having been so dismissed subsequent to midnight, is next required to and does report. Nothing herein shall derogate from the rule that when a freelance performer works after 12:01 a.m. of any day, he has worked on that day for the purpose of the studio five (5) day week or overnight location six (6) day week, whichever is applicable; however, no premium shall be payable by reason of working past midnight into a premium day (*i.e.*, working past midnight into the sixth or seventh day worked in the performer's workweek or a holiday). Daily overtime shall only commence to accrue after ten (10) hours of work time, as more particularly provided in Section 13 hereof.

12. DAILY RATE OF COMPENSATION; PRORATING

Whenever it is necessary to prorate the workweek in order to determine an additional day of pay, such prorating shall be on the basis of one-fifth (1/5) of the performer's weekly base rate, for either the studio or overnight location workweek; however, such proration shall not in any manner change the performer's weekly base rate for either the studio or the overnight location workweek.

For the purpose of paying the performer at the end of a payroll week, that portion of performer's studio workweek which is part of such payroll week shall

be paid on the basis of one-fifth (1/5) of the weekly base rate for each such day (excluding the sixth and seventh days) in that payroll week. This is exclusive of any overtime or premium pay, if any, due in such performer's workweek.

Weekly overtime shall not be prorated except on a fractional week at the end of the performer's engagement; weekly overtime shall only be computed on the basis of performer's week, as fully set forth in Section 13, "**Overtime.**"

13. OVERTIME

Overtime shall be computed and paid pursuant to the following:

A. Rate

Except as otherwise provided by the provisions of this Schedule B:

(1) Daily Overtime

Two (2) times the straight time rate for time worked in excess of ten (10) hours in any day. Time paid for as daily overtime is not to be included in computing weekly overtime.

(2) Weekly Overtime

(a) With respect to performers on a studio five (5) day, forty-four (44) hour workweek, one and one-half (1½) times the straight time rate for time worked in excess of forty-four (44) hours in the week of such performer.

(b) With respect to performers on an overnight location, six (6) day, forty-eight (48) hour workweek, such workweek shall include an additional four (4) hours overtime (4/44) at the straight time hourly rate, whether worked or not. Weekly overtime shall be paid at one and one-half (1½) times the straight time hourly rate for hours worked in excess of forty-eight (48) in such workweek.

(3) Travel Time

To the extent that any weekly or daily overtime is caused travel time at the beginning or at the end of the day, such overtime shall be computed as provided in Section 44 relating to Travel Time.

B. Units of Overtime and Computation

All overtime shall be computed in one-tenth (1/10) hour units

For the purpose of accumulating the number of hours worked d any week, the number of hours worked each day during such week shall be accumulated on the basis of six (6) minute units; there shall be excluded a during such week for which any daily overtime compensation shall be paya such performer. For the purpose of computing such overtime, such perform week in each instance shall commence on the day of the week on which su performer is first placed on salary. In case of any suspension or interruption such performer's employment at any time for seven (7) consecutive days or for any reason whatsoever, such performer's week shall thereafter commenc the day of the week when he is again placed on salary.

C. Partial Workweek

When compensation is payable for less than a full workweek, t number of hours worked shall be prorated on a forty-eight (48) hour basis performer is on an overnight location six (6) day week and shall be prorated forty-four (44) hour basis when performer is on a studio five (5) day week illustrate the foregoing, if the final fractional week of a performer's employ on an overnight location six (6) day week consists of Thursday, Friday and Saturday, overtime shall be computed only as to the period beyond twenty- (24) hours. As a further illustration, on such six (6) day basis, if the final fractional week of a performer's employment consists of Friday, Saturday Sunday, overtime shall be computed only as to the period beyond twenty-f hours; provided, however, that for work on the seventh day worked in a w or holidays, the time worked shall be used in computing overtime only to extent and in the manner provided by Section 9.C.(3)(b) hereof, as the sam be applicable.

D. Effect of Error in Computation

Any failure through error to pay all or any part of overtime nsation shall give the performer no right except to collect the amount so

Date When Due

The overtime accruing under the provisions of this Section shall be not later than the studio pay day of the calendar week next following the ion of the performer's week in which such overtime accrues.

Guaranteed Employment not Affected

Whenever a performer receives overtime or an additional day's pay to the provisions of this Schedule, such overtime or additional day's pay be deemed to reduce such performer's guaranteed employment or sation.

EST PERIOD

Twelve (12) Hour Rest Period

The performer shall be entitled to a twelve (12) hour consecutive rest om the time he is finally dismissed until his first call thereafter, whether p, wardrobe, hairdress or any other purpose. However, for a performer on a theatrical motion picture, the rest period may be reduced to eleven on any two (2) non-consecutive days in an overnight location

Thirty-Six (36) Hour Rest Period

The performer shall be entitled to one rest period in each week of 6) consecutive hours; provided, however, that if the performer is not work on the twenty-four (24) hours constituting the first day of any and has not worked for Producer during the twelve (12) hours

immediately preceding such day, or if the performer is not required to work on t twenty-four (24) hours constituting the last day of any workweek and does not work for the Producer during the twelve (12) hours immediately succeeding such day, then the thirty-six (36) hour rest period requirement shall be satisfied regardless of the fact that twelve (12) hours thereof may be in the preceding or succeeding week. When the performer works on seven (7) days in any week and is paid, in addition to his base pay, an extra day's pay therefor, the performer not be given a thirty-six (36) hour rest period for such week, but must continue receive his eleven (11) or twelve (12) hour rest periods.

C. Fifty-Six (56) Hour Rest Period

When the performer is given two (2) consecutive days off during studio workweek, the thirty-six (36) consecutive hour rest period shall be increased to fifty-six (56) consecutive hours. However, when there is night shooting consisting primarily of exterior photography and the performer's call not earlier than 3:00 p.m. and he is dismissed in the studio at or before midnight on the fifth day of the workweek, such fifty-six (56) hour rest period, if otherwise applicable, may be reduced to fifty-four (54) hours.

In lieu of the fifty-six (56) hour rest period, the performer may be given a fifty-four (54) hour rest period when the call time for the first day of the new workweek following the rest period is not earlier than 6:00 a.m.

D. The above provisions regarding the rest period shall be subject to following exceptions:

(1) When the Producer is photographing on a location other than an overnight location, the eleven (11) or twelve (12) hour rest period may be reduced to ten (10) hours if exterior photography is required on such location on the day before and the day after such reduced rest period. When such reduction is allowed on any day by reason of exterior photography on a nearby location, it may not be again allowed until after three (3) consecutive days have intervened.

(2) When a performer arrives at his place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period

with respect to the first call following such arrival may be ten (10) hours instead of eleven (11) or twelve (12) hours, but the first call must be at the place of lodging.

(3) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the performer is given a berth on a boat or train for each night of traveling, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the eleven (11) or twelve (12) hour rest period.

(4) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the performer is given a berth on a boat or train, or if the performer elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the eleven (11) or twelve (12) hour rest period.

(5) The first call at the lodging for work (including make-up, dress, wardrobe or travel) determines the time of first call for the next day for the purpose of computing the rest period.

E. The performer may waive the rest period without the Union's consent but if he does so, he shall be entitled to one (1) day of pay or $950, whichever is the lesser sum. A performer may be required to waive the rest period if the violation, in case of the eleven (11) or twelve (12) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. The performer may, in any case, be required to waive the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period. In any case in which the performer waives either rest period, the payment of one (1) day of pay, not exceeding $950, shall be automatically incurred. The payment may not be waived without the consent of the Union.

F. Whenever it is provided in this Schedule that there shall be no compounding of any premium pay and the payment for breach of the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period, it is expressly understood that the eleven (11) or twelve (12) hour rest period between calls, and the payment for violation thereof, remains in effect.

G. Any performer who is required to travel by air in excess of four (4) scheduled hours to a location may not be called for work without a ten (10) hour rest period. The ten (10) hour rest period shall commence from the time of arrival at the hotel, provided the performer goes directly to the hotel designated by the Producer. Failure to provide such ten (10) hours constitutes a rest period violation.

15. WORK TIME

A. The provisions of this Section shall apply only to television freelance performers whose weekly guaranteed salary is $4,400 or less per week and who are guaranteed less than $28,500 per television picture and to freelance performers whose weekly guaranteed salary is $5,500 or less per week and who are guaranteed less than $45,000 per theatrical picture.

B. For the purpose of ascertaining and computing hours of work, the period and overtime, the period from the time the performer is required to and does report, as directed, until the time such performer is finally dismissed for the day, shall constitute work time, continuously and without interruption, except as follows:

(1) Allowable meal periods, as provided by Section 17;

(2) Tests, auditions, wardrobe tests and interviews, as provided Section 19;

(3) Fittings, as provided by Section 20;

(4) Story, song and production conferences, to the extent pro in Section 21;

(5) Study of lines or script, to the extent provided by Section

(6) Interviews for publicity purposes, as provided by Section

(7) Publicity stills, to the extent provided by Section 24;

(8) Make-up, hairdress and wardrobe, to the extent provided by tion 16;

(9) Travel time, to the extent provided by Section 44.

C. Any period during which the performer fails or refuses or is unable cause of disability to render services, and any period during which the former at his own request is excused from rendering services, shall not be work for any purpose.

D. After the freelance performer has been employed and after the starting of such employment, none of the provisions of this Section shall break the inuous days of employment of such freelance performer, except as provided in ction C. above and in Section 25.D. of this Schedule B.

The foregoing consecutive employment provisions do not apply:

(1) to body doubles, except that body doubles shall be paid for ming days on an overnight location when required to remain at such tion by the Producer;

(2) to days off during a break of up to two (2) weeks, which break ides the Christmas and New Year's holidays;

(3) to performers employed on more than one part of a multi-part end series, in connection with a day (or days) intervening between days on one part for which the performer is otherwise employed or paid for on another part of the multi-part closed-end series; and

(4) to performers employed to perform voice-over work on theatrical motion pictures. The Producers shall continue the current of accommodating the schedules of these performers.

16. **MAKE-UP, HAIRDRESS, WARDROBE**

A. The Producer may require any performer to report made up, wa hairdress and in wardrobe, without assistance from the Producer and, in such any time spent by the performer therein prior to the performer's first call shal be work time for any purpose, but the Producer may not have the performe such preparation at any place designated by the Producer.

Any performer to whom Producer supplies the services of a ma artist for make-up, or hairdresser for hairdressing, shall be considered to hav call for make-up or hairdress, as the case may be, and the time so spent shal work time.

The mere fact that a dressing room is furnished the performer, fo which he is not directed to report, is not a designation of a place for prepara In the case of wardrobe, for this paragraph to apply, the performer either mu allowed to take home the wardrobe or must be furnished a dressing room an wardrobe must be available to the performer in the dressing room. Any cal Producer for make-up, hairdress or wardrobe is a call to work and not within exception made within this subsection.

B. When the performer has reported pursuant to the direction of Producer for make-up, hairdress, wardrobe or fittings, the time so spent shal work time. When other than ordinary make-up, hairdress or wardrobe requ assistance in the removal thereof, such removal time shall be work time.

When performer is not otherwise on compensable work time, performer shall be compensated for up to fifteen (15) minutes of time spen removal of ordinary make-up, hairdress or wardrobe at the applicable over rate. Such compensation shall be based on actual time and shall not trigge additional hourly increments of pay. Such removal time shall not be consi computing rest period violations or other premiums or penalties.

C. If any special hairdress necessitating an expenditure is require Producer, Producer shall either furnish such hairdress or Producer may desi facilities for the procurement of such hairdress and reimburse performer fo amounts expended.

D. When performer supplies his or her own wardrobe at the request of er, Producer shall pay, as a cleaning allowance and reimbursement, the ng amounts:

Formal wear	$17.00
All other wardrobe (per outfit)	$11.50

Payment of the foregoing cleaning allowance and reimbursement made at the same time as payment for performer's services for such week be separately identified. Such wardrobe allowance shall be paid to mer for each workweek in which the performer is employed on the ction.

Wardrobe supplied by the performer, which is damaged in the course loyment, shall either be repaired by Producer, or repaired at the expense of r at the facilities designated by Producer, provided that notice of such is given to Producer prior to the termination of the Performer's ment.

Producer will supply performer with a copy of a wardrobe allowance indicating the number of outfits provided to Producer, which voucher supplied by the end of the week.

There shall be a voucher provided at all wardrobe fittings to be signed erformer indicating time in and time out.

MEAL PERIODS

Allowable meal periods shall not be counted as work time for any A meal period shall not be less than one-half (½) hour nor more than one length. The performer's first meal period shall commence within six following the time of his first call for the day; succeeding meal periods the performer shall commence within six (6) hours after the end of the meal period. There will be a twelve (12) minute grace period, which is scheduled grace period, prior to imposition of any meal penalty, that the six (6) hour period between meals has not been extended as

permitted by the following sentence. If, upon the expiration of such six (6) ho
period, the camera is in the actual course of photography, it shall not be a viol
to complete such photography. If, on location or while traveling to or from
location, the delay is not due to any fault or negligence of the Producer or its
agents or persons employed by it to render the catering service by contract, or
delay is caused by common carriers such as railroads, there shall be no penal
violation of the above provisions. If the caterer is chosen carefully, and is de
in reaching the location beyond the required time for commencing a meal per
there shall be no penalty for the violation; but if such delay shall continue be
one-half (½) hour, work shall cease, and the time intervening between such
cessation of work and the meal period shall be work time.

The performer shall be entitled to a non-deductible meal appro
to the time of day of fifteen (15) minutes in duration within two (2) hours of
performer's call time, during which performer will be freed of all activity. If
performer is given a non-deductible meal, a notation indicating the start and
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.

If, by reason of a long make-up, wardrobe or hairdress period of
performer, application of the rule would require calling a meal period for such
performer at a time earlier than that required for the rest of the set, Producer
not be required to call such meal period if food, such as coffee and sandwich
made available to such performer before the time for his set call, it being
understood that no deduction shall be made from work time for such period.
further understood, however, that such performer shall be given a meal period
within six (6) hours from the time such food is made available to the perform

Outside the studio, when the crew is provided a meal or a meal
allowance (as distinguished from *per diem* or penalty), the performers (other
those receiving a *per diem* allowance for meals on overnight locations) will be
provided either a meal or a meal allowance when they have satisfied the same
terms and conditions for entitlement to such meal or meal allowance as the cr

B. The following amounts shall be paid to performers for meal period
ations:

(1)	For the first one-half (½) hour or fraction thereof:	$25.00 per performer
(2)	For the second one-half (½) hour or fraction thereof:	$35.00 per performer
(3)	For the third one-half (½) hour and each additional one-half (½) hour or fraction thereof:	$50.00 per performer

DRESSING ROOMS

A. See General Provisions, Section 21.

B. Whenever a performer is required by Producer to make a change of
robe, Producer shall provide suitable facilities affording privacy for such
se. A private canvas dressing room will be deemed a suitable facility.

TESTS, AUDITIONS, WARDROBE TESTS, MAKE-UP TESTS, INTERVIEWS

A. Individual Test

Except as provided in subsection E. hereof, a freelance performer may
ven an individual photographic test, including wardrobe and make-up tests,
employment, without compensation.

B. Mass Test, Audition

A freelance performer receiving two (2) times weekly scale a week or
given an audition or a so-called "mass photographic test," shall receive
alf (½) day of pay if not used in the picture for which auditioned or tested. A

"mass test" is understood to be a "walk through." An "audition" is defined as the speaking of lines the performer has been required to learn outside the studio, without photography, and whether or not such lines are recorded.

C. Interview

If the performer reads or speaks lines which he has not been given to learn outside the studio, without photography or sound recording, the same shall not constitute an audition or test but shall constitute an "interview," and the performer shall not be entitled to compensation therefor.

There shall be no individual videotaped interviews without the Union's prior consent. If a performer who has been individually interviewed or auditioned for a specific role desires to have the videotape of such interview or audition erased, the Producer will do so upon written request of the performer. If two (2) or more performers are so interviewed or auditioned together on the same videotape, the Producer will erase such tape upon the written request of all such performers. In either case, the erasure will take place after completion of the casting process.

D. Neither tests nor auditions, after employment but before the starting date of such employment, shall start the consecutive days of employment of a freelance performer.

E. A freelance performer who is called and reports for a make-up or wardrobe test given for the purpose of testing make-up or wardrobe and not to the performer's suitability for the part shall be entitled to compensation as follows:

(1) If the performer is not given employment in the picture, he shall receive one-half (½) day of pay for each day tested;

(2) If the performer is given employment in the picture, the Producer shall be entitled to one (1) day of free time for such tests for each week worked by the performer in the picture; and the performer shall be entitled to half (½) day of pay for each additional day tested in excess of such free time.

F. Interviews and Auditions

(1) A performer employed under this Schedule B shall not be kept waiting for an interview or audition for more than one (1) hour after the time scheduled for the interview or audition. The type of interview or audition referred to is an interview or audition for a specific picture, not a general or get-acquainted type of interview. If the performer is more than five (5) minutes late, the above shall not be applicable. It is not the intent of this provision to limit the duration of the interview or audition itself. If a performer is detained for more than the permitted period, he shall be compensated for the excess time he is required to wait at his straight time hourly rate in one-half (½) hour units. If no salary has been agreed upon before the interview or audition, and if the performer and Producer cannot agree on the applicable salary, the salary rate at which such performer shall be compensated for such excess time shall be determined by conciliation and, if conciliation fails, by arbitration in accordance with the applicable provisions of the Basic Agreement. However, claims for violation of this subsection F. must be filed by the Screen Actors Guild not later than fifteen (15) days after the date of the alleged violation.

(2) If parking space is not provided or readily available, Producer will validate or reimburse parking costs incurred by performers in connection with interviews.

(3) The latest version of the script will be made accessible to the performer in the casting office twenty-four (24) hours in advance of a scheduled meeting or immediately after the scheduling of the interview, whichever last occurs.

(4) For scheduled interviews (other than general or get-acquainted type interviews) and auditions conducted and confirmed by the casting office (or, if Producer has no casting office, in the office of Producer's casting representative), sign-in sheets shall be required at the place where the performer is directed to report. Copies of such sheets shall be kept by Producer for thirty (30) days and, during that time, such sheets will be made available to the Union upon request. The sign-in sheet shall indicate whether parking was provided.

Sign-in sheets for scheduled interviews and auditions shall include the following information: performer's name; social security number; name of role; performer's agent (if any); whether the interview or audition was videotaped; whether parking was provided; whether the script was available; actual call; waiting time; and performer's initials.

(5) A person authorized to effectively recommend selection shall be present at any second or subsequent interview/audition for a specific role.

(6) If a performer who has been individually interviewed or auditioned for a specific role desires to have the videotape of such interview or audition erased, the Producer will do so upon written request of the performer. If two (2) or more performers are so interviewed or auditioned together on the same videotape, the Producer will erase such tape upon the written request of all such performers. In either case, the erasure will take place after completion of the casting process.

(7) In connection with auditions or interviews, Producer shall have the right to state its intention with respect to the terms and conditions of employment for the role. Performers who do not intend to accept such terms and conditions shall nevertheless have the right to audition or interview and negotiate for better terms and conditions at the time of hiring.

20. WARDROBE FITTINGS

A. Time spent by a freelance performer in fitting shall be paid for as follows:

(1) Fittings on the same day that the performer works:

Time spent in such fittings shall be work time and part of the performer's continuous day, the same as wardrobe, and to the extent that overtime is caused by such fittings, overtime shall be paid.

(2) Fittings on a day prior to work:

The Producer shall be entitled to not more than four (4) hours free fitting time on two (2) days for each week worked in the picture. Excess time shall be paid for at the salary rate specified in the performer's contract and shall be computed as follows: Initial call shall be for a minimum of one (1) hour; time over one (1) hour on such call shall be computed in fifteen minute (15) units. Excess time, if any, shall be paid for at the end of the performer's engagement.

(3) A freelance performer who is fitted, but not offered a written contract of employment for the role in the picture for which he was fitted at his prior agreed salary, (or, if there has been no agreement, at his usual salary), shall receive one (1) day of pay for each day on which he was fitted. If there has been no agreed salary before the fitting, and if the performer and Producer cannot agree, the salary rate at which he shall receive the day of pay shall be determined by conciliation and, if conciliation fails, by arbitration; but in no event shall the day of pay be in excess of the applicable day performer minimum. The provisions of this Section shall not apply to fittings for tests, auditions or interviews.

B. Fittings, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a freelance performer.

C. There shall be a voucher provided at all wardrobe fittings to be signed by the performer indicating time in and time out.

STORY, SONG AND PRODUCTION CONFERENCES

Story, song and production conferences on any day on which the performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the continuous employment of a freelance performer.

22. STUDY OF LINES OR SCRIPT

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

23. PUBLICITY INTERVIEWS

Publicity interviews held at a time mutually satisfactory to the performer and the Producer shall not be work time for any purpose unless held on a day on which the performer is otherwise working for the Producer. Such interviews for publicity purposes held on any day on which the performer is otherwise working for the Producer shall not be counted as work time if held after the performer's dismissal for the day, if such interview is held at a time mutually satisfactory to the performer and the Producer. If the interview is held during a meal period, it shall not be deemed to constitute a violation thereof.

24. PUBLICITY STILLS

A. If the Producer should desire the services of a freelance performer for making publicity stills either before the commencement of his term of employment or after the expiration thereof, the performer shall render such services without compensation for one (1) day, as and when requested by the Producer, unless the performer is otherwise employed, but if otherwise employed, the performer will cooperate to the fullest extent in the making of such publicity stills.

B. Publicity stills, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a freelance performer.

25. REHEARSAL TIME

A. The reading of lines, acting, singing or dancing, in preparation for a performer's performance, in the presence and under the supervision of a

representative of Producer, constitute a rehearsal. Rehearsals shall be counted as work time.

B. Auditions, tests, interviews, make-up and wardrobe tests do not constitute rehearsals.

C. The Union agrees to freely grant waivers for the training of a performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the performer and the Producer, subject to the approval of the Union.

D. Neither tests, auditions, fittings, publicity stills, pre-production stills, pre-recordings nor training under subsection C. above, after employment but before the starting date of such employment, shall start the employment period of such performer. Compensation, if any, for any of such services shall be as otherwise provided in this Schedule.

Rehearsal shall not start the consecutive days of employment for a performer employed under this Schedule who is engaged for a long-form television motion picture or a theatrical motion picture, subject to the following:

(1) The performer must be paid for rehearsal at the same rate as photography (*pro rata* of the weekly salary, but not less than day performer minimum per day, when rehearsing for less than a week);

(2) The performer must be generally available for rehearsal, as distinguished from professionally available;

(3) The performer must be given an "on or about" start date; and

(4) Consecutive employment applies during the rehearsal period.

NIGHT WORK

Night work is defined as work between 8:00 p.m. and 6:00 a.m., except that first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

There shall be no premium payable for night work, except that a performer (including a singer) who is called solely for the purpose of looping, singing or automatic dialogue replacement (ADR) work during post-production shall receive premium pay for each straight time hour of night work equal to ten percent (10%) of his hourly rate for such hours. However, such premium shall not be payable to a performer (or singer) if the looping, singing or ADR work is scheduled at night to accommodate the schedule of that performer (or singer).

Such night premium pay shall not be paid on any overtime hours.

To the extent known, Producer shall provide advance notice, *i.e.*, on the day prior, that night work will be required and whether such night work will involve interiors or exteriors.

Dismissal - New York City. Any performer required to work at night and not dismissed by 9:30 p.m. will be provided transportation by Producer to Grand Central Station, Penn Station or the Port Authority, 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.

27. WORK ON HOLIDAYS, OR HOLIDAYS AND SIX (6) OR SEVEN (7) DAYS IN A WORKWEEK

A. Holidays

The nine (9) holidays hereinafter referred to are the following: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Whenever any of said holidays falls on a Sunday, such holiday for all purposes of this Schedule B shall be deemed to fall on the Monday next succeeding.

B. Studio Five (5) Day Workweek; Work on Holidays, or Holidays and Six (6) or Seven (7) Days in a Workweek

(1) If a performer works on any of the nine (9) holidays, or a holiday and six (6) or seven (7) days in a workweek, he shall, in each case (that is

separately for the holiday and for the sixth or the seventh day, if he works on each such respective day), be entitled to premium pay, in accordance with the following rules:

Performer shall be entitled to a premium of one (1) additional day of pay for work on a holiday. If performer works six (6) days within a studio workweek, including work on a holiday, he shall receive one and one-half (1½) days of premium pay; except that if such holiday is the sixth day worked in the workweek, performer shall receive only one (1) day of premium pay. If performer works seven (7) days within a studio workweek, including work on a holiday, he shall receive two and one-half (2½) days of premium pay; except that if the holiday is the sixth or seventh day worked in the workweek, performer shall receive two (2) days of premium pay. The following are examples of the foregoing:

(i) If the performer works seven (7) days in his workweek, including work on such a holiday, which holiday is not the sixth or seventh day worked in the workweek, he receives two and one-half (2½) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine and one-half (9½) days of pay. Hours worked on the sixth and seventh days worked in the workweek shall not be included in calculating performer's forty-four (44) hour workweek. The other five (5) days shall be used for this purpose.

(ii) If the performer works seven (7) days in his workweek, including work on such a holiday (which is the sixth day worked in the workweek) and on the seventh day of the workweek, he receives two (2) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine (9) days of pay. Hours worked on such sixth day holiday and the seventh day shall not be included in calculating performer's forty-four (44) hour workweek. The other five (5) days shall be used for this purpose.

(iii) If the performer works six (6) days in his workweek, including work on such a holiday (which did not fall on the sixth or seventh day of the workweek), and on either the sixth or seventh day of the week, he receives one and one-half (1½) premium days of pay plus one (1) additional day of pay for one day beyond his five (5) day week or a total of seven and one-half (7½) days of

pay. Hours worked on such holiday to and including ten (10) hours shall be included in calculating the performer's forty-four (44) hour workweek, but hours worked on such sixth or seventh day shall not be included. The other five (5) days in the week shall constitute performer's workweek for such purpose.

(iv) If performer works five (5) days or less in his workweek, he receives a premium of an extra day of pay for each day worked which is a holiday.

(2) If the time included in calculating the performer's forty-four (44) hour week, as above provided, exceeds forty-four (44) hours, such excess time shall be paid for in one-tenth (1/10) hourly units at the rate of one and one-half times the weekly straight time hourly rate.

(3) For work time in excess of ten (10) hours on any such holiday, sixth or seventh day, for which the performer receives premium pay as herein provided, the performer receives double the weekly straight time hourly rate including overtime caused by make-up, hairdress, wardrobe or fittings.

(4) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day, unless it is a holiday.

C. Overnight Location Six (6) Day Workweek; Work on Holiday or Holiday and Seven (7) Days in the Workweek

(1) If a performer works on any of the nine (9) holidays and seven (7) days within a workweek, he shall, in each case (that is, separately for the holiday and for the seventh day), be entitled to a premium of an extra day of pay in accordance with the following rules:

(i) If the performer works seven (7) days in his workweek including such a holiday, he receives two (2) premium days of pay plus one (1) additional day of pay for one (1) day beyond his six (6) day week or a total of nine (9) days of pay. The hours worked on the seventh day shall not be included in calculating performer's forty-eight (48) hour workweek. The hours worked on such holiday, up to and including ten (10) hours, shall be included in calculating performer's forty-eight (48) hour week.

(ii) If the performer works six (6) days or less in his workweek, including work on such a holiday, the performer receives a premium day of pay, or a total of seven (7) days of pay for that week, and the hours worked on such holiday, up to and including ten (10) hours, are included in calculating the performer's forty-eight (48) hour week.

(2) If the time included in calculating the performer's forty-eight (48) hour week, as above provided, exceeds forty-eight (48) hours, such excess time shall be paid for in one-tenth (1/10) hourly units at the rate of one and one-half times the weekly straight time hourly rate.

(3) For work time in excess of ten (10) hours on any such holiday or seventh day worked in a workweek, the performer receives double the weekly straight time hourly rate including overtime caused by make-up, hairdress, wardrobe or fittings.

D. If the performer is not required to work on such a holiday, no deduction shall be made from his guaranteed weekly pay.

E. If a performer works on such holiday and six (6) and/or seven (7) days in his workweek, he shall be entitled to the premiums provided by this subsection, but insofar as the holiday and sixth or seventh day worked premiums are concerned, there shall be no compounding of such premium and the penalty or premium prescribed by Section 14, as the same relates to the fifty-six (56), fifty-four (54) or thirty-six (36) hour rest period, whichever is applicable, or Section 13; it being understood that if, for example, a performer on an overnight location workweek works seven (7) days in his week, including work on such a holiday, he shall be entitled to nine (9) days of pay, plus overtime, if any.

28. WORK PAST MIDNIGHT ON LAST DAY

When a performer works past midnight on the last day of his engagement, he shall be compensated for services rendered past midnight by the payment of one-fifth (1/5) of his weekly rate as his base for that day.

Subject to the overtime provisions, when the total engagement for any of the performer's services is night work and when the last day of such week go past midnight, the work past midnight does not count as an additional day. For this purpose, night work is defined as a call for 4:00 p.m. or later.

29. STUNT ADJUSTMENT

Unless otherwise bargained for at the time of his engagement, a freelance performer shall receive an additional daily stunt performer's applicable minimum on any day on which he performs a stunt. In no event shall the performer receive less than the stunt performer's daily minimum on the day the performer does a stunt (no application to a freelance performer whose *pro rata* for the day is the equivalent or more than the applicable daily stunt performer's minimum salary).

Overtime compensation shall be based on the performer's aggregate compensation and shall be computed in the manner provided in Section 13 of Schedule B. To illustrate, suppose a freelance performer on a studio five (5) day workweek is employed at $2,206.00 per week and a stunt is not bargained for. On Wednesday, he does a stunt and works eleven (11) hours. For Wednesday, he shall be paid $1,087.20 straight time ($451.20 *pro rata* plus stunt performer's minimum of $636.00 (the applicable rate as of 7/1/01)) plus $271.80 overtime. During the week, he works forty-seven (47) hours, including the eleven (11) on Wednesday. The one (1) hour overtime for which he was paid on Wednesday, separate and apart, is disregarded. The performer receives weekly overtime based on $2,842.00, two (2) hours at time-and-one-half or $193.77.

His total pay for the week would be:

$2,206.00	base pay as freelance performer
636.00	stunt adjustment
271.80	one (1) hour daily overtime at double time over ten hours
193.77	two (2) hours weekly overtime at time and one-half
$3,307.57	total pay for week

RETAKES, ADDED SCENES, LOOPING, ETC.

A. If, after the expiration of the term provided by the freelance contract, Producer should desire the services of the performer in making retakes, or in making added scenes or sound track, or in making any process shots, transparencies or trick shots, or in making trailers, or in making any change or changes in said photoplay, or in making any foreign version or versions of said photoplay, then, and in either of said events, the performer agrees to render such services in connection therewith as and when the Producer may request, unless the performer is otherwise employed, but if otherwise employed, the performer will cooperate to the fullest extent. If commenced within four (4) months (six (6) months for theatrical motion pictures, pilots or long-form television motion pictures (including multi-part closed-end series)) after the expiration of the term hereof, such services shall be at the same rate of compensation as set forth in the performer's contract, except that compensation for such services shall be paid only for days on which the performer is actually so employed, and except also that applicable conditions governing the employment of day performers under the Basic Agreement shall apply to the computation of time in connection with such services. It is agreed, however, that if, prior to the commencement of the rendition of such services, the Producer shall have agreed in writing to guarantee the performer at least one (1) week of work or one (1) week of compensation in connection therewith, then, and in that event, such services shall be upon the same terms and at the same rate of compensation as elsewhere in this Schedule set forth, with compensation to be paid from the time when the performer's services are first required in connection therewith, until the completion of the performer's services in connection therewith.

B. Performer may be recalled to loop (record sound track) after completion of principal photography at one-half (½) of the performer's *pro rata* salary for a four (4) hour looping session. If the session exceeds four (4) hours, a full day's *pro rata* salary shall be payable.

C. The performer's contract shall not include guarantees for looping, added scenes, process transparencies, trick shots, trailers, changes or foreign versions (subject to availability) outside the period of consecutive employment.

C: Close-ups

The Union will freely grant waivers of continuous employment for the making of close-ups made after the completion of the Director's first rough cut of the photoplay, so that the performer shall be paid only for the day or days on which he renders such services.

31. OVERLAPPING ENGAGEMENT

In any case in which the engagement of a performer under a freelance contract extends into or overlaps any other engagement of such performer as a freelance performer or day performer

(1) because of any unanticipated delay in production or *bona fide* mistake, or

(2) because of any failure of such performer to disclose his other engagements at the time of accepting any engagement, or

(3) in any case in which, as an accommodation to such performer, such performer is permitted to work concurrently in two (2) pictures,

it is agreed as follows: For any day or days on which such performer renders services for the Producer of the picture in which he has first rendered his services he shall receive compensation from such first Producer. For any day or days on which such performer renders services for the Producer of the second picture in which he has rendered his services, he shall be compensated by the Producer of such second picture. For any day or days on which the performer does not render his services either for the first Producer or for the second Producer, he shall be compensated by the second Producer, unless the first and second Producers agree between themselves (and notice thereof is given to the performer) that compensation for such additional day or days shall be paid by the first Producer. The compensation to be paid by the first Producer shall be paid at the rate specified in the performer's contract with the first Producer, and the compensation to be paid by the second Producer shall be at the rate specified in the performer's contract with the second Producer; provided, however, that if the rate paid by

Producer is less than the rate specified in the performer's contract with the nd Producer, the difference shall be paid by the second Producer and, ided further, that for any day or days on which the performer does not render ces either for the first or for the second Producer, he shall be compensated at te of compensation which is the higher of the two. This Section does not et such performer's right to receive compensation from both Producers when performer, while employed by one Producer, makes retakes, added scenes, etc., the other Producer after the expiration of his term of employment with such Producer, in any case in which the performer is otherwise entitled thereto. hing in this Section contained shall be deemed or construed in any way to limit rejudice any right or remedy of any Producer, either with respect to any of the ngencies hereinbefore specified or otherwise. Freelance performers may be uired to state on their contracts the starting date of their next engagement by erting such date in the following statement, which may be endorsed or printed such contracts:

"The starting date of the performer's next engagement is _____."

PRE-RECORDINGS AND PRE-PRODUCTION STILLS

Section 25 of this Schedule provides that neither pre-recordings nor pre-duction stills, after employment but before the starting date of such loyment, shall start the consecutive days of employment of a freelance former. It is agreed that such a performer shall be paid for the day or days on ch he renders services in connection with pre-recordings and pre-production

REPORTING PRIOR TO COMMENCEMENT OF EMPLOYMENT

A performer residing outside of the County of Los Angeles shall not be uired to report for tests or wardrobe earlier than ten (10) days prior to the mencement of his employment, except when Producer agrees to pay sonable compensation for the excess time over the ten (10) day period.

34. DAMAGE TO WARDROBE

Any loss of or damage to costumes, wardrobe and other property furnish by the performer necessarily arising through the performance of the performer services, or through lack of due care on the part of the Producer, shall be paid by the Producer to the performer. All costumes, wardrobe and other property furnished by the Producer shall belong to the Producer and be returned promp to it, and any loss of or damage thereto arising through lack of due care on the of the performer, or not necessarily arising through the performance of the performer's services, shall be paid for by the performer to the Producer. Any of or damage to wardrobe, for which either party hereto may be liable, shall b computed on the basis of depreciation schedules to be furnished from time to by the American Appraisal Company.

35. DEFINITION OF ROLE

The term "role," as used in the Minimum Contract for Freelance Perform shall be deemed to refer to said role as written at the time the freelance contra entered into, or as it may from time to time thereafter be rewritten or lengthen shortened by the Producer in the exercise of its sole discretion and judgment

36. USE OF "DOUBLE"

A. The Producer agrees that it will not "dub" or use a "double" in the performer, except under the following circumstances:

(1) When necessary to expeditiously meet the requirements o foreign exhibition;

(2) When necessary to expeditiously meet censorship requirements, both foreign and domestic;

(3) When, in the opinion of the Producer, the failure to use double for the performance of hazardous acts might result in physical injury performer;

(4) When the performer is not available; or

(5) When the performer fails or is unable to meet certain urements of the role, such as singing or the rendition of instrumental music or r similar services requiring special talent or ability other than that possessed the performer.

The performer does hereby agree that under either or any of the conditions above in subparagraphs (1) to (5), both inclusive, of this Section set forth, Producer shall have the right to double and/or dub not only the acts, poses, s and appearances of the performer, but also the voice of the performer, and nstrumental, musical and other sound effects to be produced by the performer, such extent as may be required by the Producer.

B. Pre-production

Upon the application of Producer, the Union agrees to liberally grant vers so that there will be no continuous employment for a freelance performer that performer is doubled in pre-production. The Union may require, as a dition of the issuance of such a waiver, one day of pay to the performer for day that the performer is doubled.

In order to encourage the use of principals in pre-production, the on will liberally grant waivers to permit principals to appear in pre-production without commencing their consecutive employment until principal ography actually commences. This provision shall apply only to Hollywood-domestic production of theatrical motion pictures and features made rily for first exhibition on television.

RIGHT TO NAME OR CHARACTER

No Producer shall, after the termination of the performer's employment, nt such performer from continuing the use of any stage or screen name used ch performer. The name of a role owned or created by the Producer, such as or Charlie Chan, belongs to the Producer and not to the performer.

38. STUDIO RULES

The performer agrees to be prompt in appearing for work as required by the Producer, to perform services hereunder in a conscientious and painstaking manner and in accordance with the reasonable instructions of the Producer, and to abide by the reasonable studio rules and regulations of the Producer. The Producer shall have the exclusive right to the services of the performer during the term hereof, and the performer agrees that during the term hereof the performer will not render any services of any kind to or for any person, firm or corporation other than the Producer without first obtaining the express written consent of the Producer.

39. RIGHTS GRANTED TO PRODUCER

The term "photoplay," as used in said freelance contract, shall be deemed to include motion pictures produced and/or exhibited with sound and voice recording, reproducing and/or transmitting devices, radio devices and all other improvements and devices, including television, which are now or may hereafter be used in connection with the production and/or exhibition and/or transmission of any present or future kind of motion picture production. The Producer shall have the right to photograph and/or otherwise produce, reproduce, transmit, exhibit, distribute and exploit in connection with the said photoplay any and all of the performer's acts, poses, plays and appearances of any and all kinds hereunder, and shall further have the right to record, reproduce, transmit, exhibit, distribute and exploit in connection with said photoplay the performer's voice and all instrumental, musical and other sound effects produced by the performer in connection with such acts, poses, plays and appearances. The Producer shall likewise have the right to use and give publicity to the performer's name and likeness, photographic or otherwise, and to recordations and reproductions of the performer's voice and all instrumental, musical and other sound effects produced by the performer hereunder, in connection with the advertising and exploitation of said photoplay. The rights in this Section granted to the Producer shall inure to the benefit not only of the Producer, but also to the benefit of all persons who may hereafter acquire from the Producer any right to distribute, transmit, exhibit, advertise or exploit said photoplay.

The grant of rights provided herein shall not be deemed to include:

A. Merchandising rights unless separately bargained for with the performer;

B. The photograph or likeness of the performer in books commercially published for sale to the public, unless the prior written consent of the performer is obtained;

C. The right to feature the photograph or likeness of the performer on the album or jacket cover of commercial phonograph or tape recordings which would indicate that the performer's performance is included in the recording, when in fact the performer's performance is not included in such recording, unless the prior written consent of the performer is obtained.

GENERAL RIGHT OF TERMINATION

A. The Producer may terminate the performer's employment at any time, either prior to the commencement of production of said photoplay or during the course of production.

B. If the Producer elects to terminate the performer's employment under the freelance contract prior to the commencement of the term thereof, the Producer shall be obligated to pay the performer compensation during the minimum guaranteed period provided for in said freelance contract, but if the performer receives other employment during such period, the compensation received by the performer from such other employment shall be applied in reduction of the Producer's liability.

C. If the Producer elects to terminate the performer's employment at any time after the commencement of the term of said freelance contract, the Producer shall be obligated to pay the performer such balance, if any, as is then unpaid for services theretofore rendered by the performer, and also one (1) week of compensation, upon the payment of which the Producer shall be discharged of and from all liability whatsoever thereunder, subject, however, to the provisions of paragraph 1 of the freelance contract and Sections 41 and 42 hereof.

D. In the event that a performer is replaced in the role, the performer the performer's agent, shall be notified of this fact at the time of the replacemen

41. ILLNESS OF PERFORMER (SUSPENSION OF SALARY AND TERMINATION)

The Producer need pay no salary during any period that the performer is incapacitated, by illness or otherwise, from performing the required services a freelance contract and, in the event of such illness or incapacity, the Produce its option, may terminate such employment without further liability.

42. EMERGENCY SUSPENSION OR TERMINATION

If the production of the photoplay specified in the freelance contract be necessarily prevented, suspended or postponed during the course of production reason of fire, accident, strike, riot, act of God or of the public enemy, or by an executive or judicial order, or postponed by reason of the illness of any other member of the cast or of the director, one-half (½) salary shall be paid the performer for the first three (3) weeks of prevention, suspension or postponeme It shall be the duty of the Producer during the first week of any prevention, suspension or postponement to notify the performer in writing whether the Producer will entirely discontinue the production or further suspend or postpon and, in the latter event, the Producer shall pay the performer one-half (½) salary during such further suspended or postponed period. At the end of three (3) wee from the date on which the Producer has stopped production, the performer may terminate said employment if the performer so elects, unless the Producer continues thereafter to pay the performer full weekly compensation. If the production of said photoplay is prevented, suspended or postponed for any reason hereinabove in this Section provided, then, and in that event, the Producer may terminate said employment at any time after the commencement of such prevention, suspension or postponement. If the Producer elects to terminate said employment by reason of the illness of any other member of the cast or of the director, then the Producer shall be obligated to pay the performer such balance, any, as is then unpaid for services theretofore rendered by the performer and also one (1) week of compensation, upon the payment of which the Producer shall be

charged of and from all liability whatsoever thereunder. If such termination be on the happening of any other cause hereinabove in this Section set forth, the Producer shall be obligated to pay the performer only such balance, if as is then unpaid for services theretofore rendered by the performer and, upon payment of such unpaid balance, if any, the Producer shall be discharged of from all liability whatsoever thereunder.

When the production is suspended as a result of illness of another member the cast or the director, and such suspension continues for five (5) days or more, suspension may be effective as of the beginning of the event of illness, but if duration is less than five (5) days, the suspension is not effective.

RESUMED PRODUCTION AFTER TERMINATION

If the Producer elects to terminate a performer's employment under a lance contract pursuant to its right to do so for any cause hereinabove in tion 42 specified, and if, at any time more than three (3) weeks after such mination, the Producer shall desire to resume the production of said photoplay, Producer shall notify the performer of its election to resume production and, in event, the performer agrees to render his services in connection with such sumed production as and when the Producer may request, unless the performer is erwise employed, but if otherwise employed, the performer will cooperate to fullest extent in trying to make his services available for the Producer in nection with such resumed production. If production is resumed within six (6) nths from the date of termination, the performer's compensation shall be at the me rate as that hereinabove specified and shall be payable only from the date of mmencement of the performer's services in such resumed production.

TRAVEL TIME

A. Application of Rules

The provisions of this Section shall apply only to freelance formers included in this Schedule B.

B. Studio Zone

(1) With respect to studios situated in Los Angeles, California, or its environs, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California and such other territory (such as the present Columbia Ranch and Disney Studio) as is generally recognized as being within the studio zone. With respect to studios not situated in Los Angeles or its environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers and, in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules herein set forth) shall be determined by arbitration under Section 9 of the General Provisions whenever the situation arises.

(2) With respect to studios situated in New York, New York, the "studio zone" shall include all territory within the radius of eight (8) miles from Columbus Circle.

(3) The Los Angeles Thirty (30) Mile Studio Zone

Performers may be required to report anywhere within such studio zone provided that, when the place of reporting is elsewhere than the Producer's studio, the following shall apply:

(a) Performers shall be paid $.30 per mile mileage allowance figured from the studio to the place of reporting and back, except that no mileage allowance is required:

(i) if the performer is employed on a long-form television motion picture; or

(ii) if the performer is employed on a new one (1) hour episodic television series or a one-half (½) hour or one (1) hour pilot which is first broadcast on or after July 1, 2001, or is employed on a theatrical motion picture produced on or after July 1, 2001, and is required to report for work at a site within a ten (10) mile radius of a point designated by the Producer. (The reporting site must still be within the thirty (30) mile zone.) Producer shall give prior notice

to the Union of the point so designated. With respect to any television series, such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. The Union will not unreasonably refuse a request from the Producer that performers report to a location which is a reasonable distance beyond the Los Angeles thirty (30) mile zone.

(b) Distances shall be clearly stated on the performer's production time report.

(c) If, during the term of this Agreement, the International Alliance of Theatrical Stage Employes, through its collective bargaining agreement, negotiates with Producer a more favorable mileage allowance than the foregoing thirty cents ($.30) per mile allowance, then, in such event, from such date forward, the Union will be entitled to the benefits of such increase.

(d) The mileage allowance may be paid as a portion of the performer's payroll check, provided it is separately identified as such mileage reimbursement.

(e) The provisions of subparagraph B.(3)(a)(i) above shall automatically terminate on June 30, 2004.

(4) When a performer is required to report for work in the studio zone other than at a studio, Producer shall pay for parking in a supervised public parking lot. If no such public parking is available, Producer will provide supervised or secured parking.

(5) With respect to studios situated in San Francisco, California, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Market and Powell Streets.

C. Location and Overnight Location

Location shall mean any place of work not at the Producer's studio which is outside the studio zone. Overnight location shall be any location where the performer is lodged or offered lodging by the Producer at or near the location

for one or more nights, or any location which takes overnight to reach by ordinary means of transportation.

D. Near Location

A near location shall be any place which can be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation. If the Producer instructs the performer to fly to a location and the trip takes less than twenty-four (24) hours by air, the same shall be deemed to be a near location.

E. Distant Location

A distant location shall be any place which cannot be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation.

F. Place of Reporting and Dismissal

Except when already at an overnight location, performers shall be required to report only at the Producer's studio or within the studio zone, and shall be dismissed only at the place of reporting within the studio zone or the Producer's studio. When the performer is returning from such overnight location, he shall be dismissed only at the Producer's studio or the place of reporting within the studio zone and not at the overnight location. The provisions of this subsection F. shall not be deemed to limit provisions of subsection U. hereof.

G. Travel Time is Work Time

Except as otherwise provided in this Schedule, all time spent by any performer in traveling at the request of the Producer between any place at which he is required to and does report and any location, both to and from, shall be travel time, and, as such, shall be work time, subject to all deductions, limitations and exceptions for which provision is made in this Agreement.

H. Maximum Travel Time

Time spent in traveling shall not be included as travel time or work time to the extent of more than eight (8) hours in any twenty-four (24) hours.

I. Intervening Time between Dismissal and Travel

(1) Time intervening between the completion of a performer's work on any day and the commencement of travel on the same day shall be travel time, except as otherwise provided in this Agreement.

(2) Travel to Overnight Location: Except as otherwise provided in this Agreement, the period of time intervening between the performer's dismissal for the day and the commencement of travel to an overnight location on the same day shall be travel time.

(3) Travel from Overnight Location: The period intervening between the performer's dismissal for the day and the commencement of travel on the same day from an overnight location shall not be work time or travel time for any purpose.

J. Travel on Seventh Day

The six (6) day week, as set forth in this Schedule, does not apply in any case in which the performer travels seven (7) consecutive days, whether or not the seventh day falls within the same week.

K. Transportation and Lodging Furnished

The Producer shall furnish reasonable transportation to and from location and shall furnish reasonable meals and, (when the Producer requires a performer to stay overnight), lodging to the performer on location. Separate rooms shall be provided to performers transported to overnight locations unless such separate rooms are not available.

In the event Producer believes that separate rooms will not be available at a particular location, Producer will notify the Union and the performer

prior to departure, with reasonable time for each to investigate to determine whether the foregoing requirement can be complied with by Producer.

L. Deduction of Allowable Meal Periods

Reasonable meal periods shall be given during traveling, and allowable meal periods of not less than one-half (½) hour nor more than one (1) hour each shall be deducted from travel time, provided a reasonable meal is made available.

M. Deduction of Travel Time Otherwise Compensated For

Any travel time for which the performer is compensated as work time shall not be paid for as travel time.

N. Computation of Overtime Caused by Travel Time

On a day on which a performer travels only, the performer shall be compensated at a day of pay. On a day on which the performer travels and works, overtime caused by such travel will be compensated at time and one-half and not at double time.

O. Travel Time re Distant Locations at Beginning or End of Performer's Term of Employment

The time spent in traveling to a distant location at the beginning of a performer's term of employment shall not be work time or travel time for any purpose. The time spent in traveling from a distant location at the end of a performer's term of employment shall be travel time, except as in this Agreement otherwise provided. If the performer arrives at the distant location at or before 1:00 p.m., his compensation shall begin with that day (whether he works that day or not), and any work or travel that day after such arrival shall be work time or travel time, as the case may be, except as in this Agreement otherwise provided. If the performer arrives at the distant location after 1:00 p.m., such day shall not be work time or travel time for any purpose, unless the performer actually works on such day after such arrival, in which case his compensation shall begin with that day and the time worked shall be work time, except as in this Schedule otherwise

provided. If the performer does not work on such day, his compensation shall begin with the next day.

P. Transportation and Travel Time on Overnight Locations to and from Hotel or Camp

On overnight locations, the Producer shall provide transportation to and from the hotel or camp and, except as in this Schedule otherwise provided, the time to and from the hotel or camp shall be travel time. The rest period may be reduced to ten (10) hours (under Section 14.D.(2)).

Q. Travel to or from Overnight Locations on Boat or Train When Sleeping Accommodations are Provided

When more than one (1) night of travel, by ordinary means of transportation, is required to reach a location, and the performer is given a berth on a boat or train, the time spent in traveling to or from such location shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period or for the purpose of computing the ten (10) hour day; it being agreed, however, that time spent in traveling on the day of arrival at such location, after 9:00 a.m. of such day, shall be counted for the purpose of computing the ten (10) hour day if the performer works on such day and, provided further, that the interval between the completion of travel on such day and the commencement of work shall not be considered travel time or work time for any purpose. Nothing herein contained shall be construed to interrupt the performer's right to remain on salary if the performer is otherwise entitled thereto.

R. Overnight Trip to or from Location

When an overnight trip to or from location is required, and the same takes at least seven (7) hours to reach and the performer is given a berth on a boat or train, the time spent in such traveling to or from such location, whether at the beginning, during or at the end of the engagement, shall not be work time or travel time for the purpose of computing overtime and the rest period.

S. Travel on Holidays and the Seventh Day in the Workweek

(1) The holidays herein referred to are New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

(2) Travel to or from Location: When a freelance performer travels to or from location on a day that is the seventh day worked in the performer's workweek or a holiday, such travel shall be deemed work time for purposes of premium pay and performer shall be entitled to a straight time day, plus an additional one-half (½) day of premium pay as compensation for traveling on such day.

T. Travel Pursuant to Recall for Added Scenes, etc.

Any freelance performer living within the City of Los Angeles or its environs, who is outside such area when he is recalled by the Producer for any of the reasons set forth in Section 30 hereof (including performers who are entitled to the provisions of the following paragraph), shall be provided with transportation or reimbursed for the cost of transportation only, from the place where he is when recalled to the place designated by the Producer, by the particular mode of transportation specified by the Producer, regardless of any other mode of transportation the performer may actually use. Return transportation shall be furnished or the performer shall be reimbursed for such return transportation, as above set forth, only if the performer shall so return within one (1) week from the date of dismissal by Producer.

Any performer living within the City of Los Angeles or its environs, who is at a place beyond a radius of one hundred fifty (150) miles from the intersection of Beverly Boulevard and La Cienega, Los Angeles, California, when he is recalled by Producer for any of the aforesaid reasons, shall be placed on salary as of the day he is directed to and does report to the place designated by Producer, and shall remain on salary each day until dismissed, except for the provisions relating to the sixth or seventh days in the workweek and holidays. If after dismissal, the performer remains in this locality or delays his return, unless by the Producer's request, and is again recalled by the Producer, he shall not be entitled to any payment for the time intervening between his dismissal and his

recall. The performer shall be entitled to travel time compensation based on the same rate for his principal engagement for the period of time, and only for the period of time that is required in traveling to and from the said place designated by the Producer by the particular mode of transportation specified by the Producer, regardless of any other mode of transportation the performer may actually use. Such travel time compensation shall be computed in accordance with the travel time allowance provisions for day performers as provided for in Schedule A. The said travel time allowance for the performer's return to the place of original departure shall be paid only if the performer shall so return within one (1) week from the date of dismissal by Producer.

If the Producer designates the mode of transportation and the day of departure and the performer follows such directions, there shall be no lapse in payment for days intervening between end of travel and commencement of work.

In the event the Producer does not specify the mode of transportation, then the travel time allowance shall be based upon the most expeditious mode of transportation possible, including travel by commercial airlines. The performer need not fly, but if he elects not to fly when requested to do so, it shall not increase the travel time allowance as specified above.

There shall be no duty on the Producer to procure return transportation for the performer so long as Producer pays for the same.

To illustrate the foregoing, a performer, a resident of Los Angeles, is temporarily in San Francisco. Within three (3) months from the close of his principal engagement, he is recalled by the Producer as follows: On a Monday, the Producer directs the performer to report at the Los Angeles studio of Producer at 11:00 a.m. on the following Thursday for retakes. The performer elects to travel by train. He departs from San Francisco on Wednesday night, arriving at Los Angeles Thursday morning, and reports at 11:00 a.m. The Producer dismisses the performer at 2:00 p.m. on the same day. The performer elects to return to San Francisco by train. The performer shall be entitled to one (1) day of pay at the same rate as was paid for his original engagement, plus the cost of transportation by commercial airline.

Transportation shall mean first-class transportation.

In the foregoing example, if the performer had been dismissed at 6 p.m. with an hour off for lunch (six (6) hours work, four (4) hours travel), the performer would have been entitled to pay for one (1) day plus two (2) hours at time and one-half. The performer shall not be entitled to a travel allowance of more than eight (8) hours in any period of twenty-four (24) hours and the performer shall not be entitled to any travel time allowance for a period of travel for which he is otherwise paid.

When principal photography takes place in New York, the provisions of this subsection T. of Section 44 of Schedule B shall apply to performers living in New York and absent therefrom and shall be applied to other cities in the same manner by analogy.

Any out-of-state performer who is recalled for any of the purposes specified in Section 30 hereof shall not be required to remain in this locality after dismissal unless he is carried on salary during the period he is so required to wait.

U. Engagement of Performer - Other Areas

(1) If a performer, residing or working in any area in which SAG maintains a branch, is brought to Producer's base or distant location in a different area of the United States for any purpose, the performer shall receive transportation and a $75 per day allowance from the time he commences travel at Producer's request until the time his salary commences.

(2) If Producer is photographing on a location in the United States and brings a performer to such location from anywhere in the United States, such performer shall be provided transportation to and from such location.

(3) Except as otherwise provided in (1) and (2) above, nothing herein contained shall prevent a Producer from engaging a performer outside of California (if such performer has not gone out of California for the purpose of evading this rule) to report in California or to report at any location and, in any such case, the Producer shall not be required to pay for or provide transportation of such performer to the place of reporting or to pay such performer for any time spent in traveling thereto; nor shall the Producer be required to pay for or provide transportation of such performer at the end of the engagement back to the place

where such performer was engaged, or to pay such performer for any time spent in traveling back to the place where such performer was engaged; such performer may be dismissed on location. This does not limit the second sentence of subsection B. hereof.

(4) Performers shall not be held on a *per diem* longer than three (3) days.

V. General

(1) Nothing in this Section 44 shall be deemed to break the continuous employment of a freelance performer.

(2) This Agreement uses the expressions "reasonable transportation" and "first-class transportation." The terms are intended to be synonymous. The type of transportation required can best be illustrated by examples: Bus transportation for a relatively short distance (Hollywood to Lake Arrowhead) meets these requirements; bus transportation for a long distance (Hollywood to San Francisco) does not. Pullman accommodations to San Francisco, or any other long distance, meet these requirements; deluxe transportation (*e.g.*, Super Chief) is not required. Transportation on a commercial airline without sleeper accommodations is first-class transportation. First-class transportation shall be provided on commercial airlines when the performer is required to fly at the request of the Producer. The foregoing shall apply to jet flights as well as to prop-driven aircraft. The foregoing shall not apply when first-class transportation is not available or six (6) or more of the company are being transported. Charter flights may be used which provide substantially equivalent accommodations. Notwithstanding the foregoing, first-class air transportation shall not be provided with respect to auditions and interviews.

SCHEDULE C

TELEVISION FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS MORE THAN $4,400 PER WEEK AND WHO ARE GUARANTEED LESS THAN $32,000 PER TELEVISION PICTURE AND THEATRICAL FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS MORE THAN $5,500 PER WEEK AND WHO ARE GUARANTEED LESS THAN $60,000 PER THEATRICAL PICTURE LESS THAN $65,000 PER THEATRICAL PICTURE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002)

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SCHEDULE C

TELEVISION FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS MORE THAN $4,400 PER WEEK AND WHO ARE GUARANTEED LESS THAN $32,000 PER TELEVISION PICTURE AND THEATRICAL FREELANCE PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS MORE THAN $5,500 PER WEEK AND WHO ARE GUARANTEED LESS THAN $60,000 PER THEATRICAL PICTURE (LESS THAN $65,000 PER THEATRICAL PICTURE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002)

1. DEFINITION

For the purposes of this Schedule C, the words "freelance performer" shall be defined as follows: For television productions, a freelance performer is a performer employed for a specific picture in a designated role, on a weekly basis at a salary of more than $4,400 per week and whose guarantee is less than $32,000 per television picture; for theatrical productions, a freelance performer is a performer employed for a specific picture in a designated role, on a weekly basis at a salary of more than $5,500 per week and whose guarantee is less than $60,000 per theatrical picture (less than $65,000 per theatrical picture with respect to contracts entered into on or after January 1, 2002).

2. SCHEDULE C INCLUDED IN INDIVIDUAL CONTRACTS

It is agreed that the conditions of this Schedule shall govern the employment of freelance performers within the class referred to in Section 1 and shall become a part of the contract with such freelance performer.

3. MINIMUM CONTRACT - REQUIRED PROVISIONS

The minimum freelance contract shall be as follows:

SCREEN ACTORS GUILD, INC. MINIMUM FREELANCE CONTRACT

Continuous Employment - Weekly Basis - Weekly Salary -
One (1) Week Minimum Employment

THIS AGREEMENT, made this _____ day of _____, 20__, between _____, hereinafter called "Producer," and _____, hereinafter called "performer."

WITNESSETH:

1. *Photoplay, Role, Salary and Guarantee*. Producer hereby engages performer to render service as such in the role of _____, in a photoplay, the working title of which is now _____, at the salary of $_____ ($_____ per week). Performer accepts such engagement upon the terms herein specified. Producer guarantees that it will furnish performer not less than _____ weeks of employment. (If this blank is not filled in, the guarantee shall be one (1) week.)

2. *Term*. The term of employment hereunder shall begin on _____, on or about[12] _____, and shall continue thereafter until the completion of the photography and recordation of said role.

3. *Basic Contract*. All provisions of the collective bargaining agreement between Screen Actors Guild, Inc. and Producer relating to theatrical motion pictures, which are applicable to the employment of the performer hereunder, shall be deemed incorporated herein.

4. *Performer's Address*. All notices which the Producer is required or may desire to give to the performer may be given either by mailing the same

[12] The "on or about" clause may only be used when the contract is delivered to the performer at least seven (7) days before the starting date. See Codified Basic Agreement of 2001, Schedule B, Section 4; Schedule C, Section 4; otherwise, a specific starting date must be stated.

addressed to the performer at _____ _____, or such notice may be given to the performer personally, either orally or in writing.

5. *Performer's Telephone*. The performer must keep the Producer's casting office or the assistant director of said photoplay advised as to where the performer may be reached by telephone without unreasonable delay. The current telephone number of the performer is (___) _____.

6. *Motion Picture and Television Fund*. The performer (does) (does not) hereby authorize the Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due the performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund.

7. *Furnishing of Wardrobe*. The (Producer)(performer) agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required, the Producer shall supply the same.

8. *Arbitration of Disputes*. Should any dispute or controversy arise between the parties hereto with reference to this contract, or the employment herein provided for, such dispute or controversy shall be settled and determined by conciliation and arbitration in accordance with the conciliation and arbitration provisions of the collective bargaining agreement between the Producer and Screen Actors Guild relating to theatrical motion pictures, and such provisions are hereby referred to and by such reference incorporated herein and made a part of this agreement with the same effect as though the same were set forth herein in detail.

9. *Next Starting Date*. The starting date of performer's next engagement is _____.

10. The performer may not waive any provision of this contract without the written consent of Screen Actors Guild, Inc.

11. Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the employment contracted for herein or that the above referred to photoplay is covered by such collective bargaining agreement under Section 24 of the General Provisions of the Producer - Screen Actors Guild Codified Basic Agreement of 2001.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

PRODUCER _____

_____ BY _____

PERFORMER

STARTING DATE

A. The phrase "on or about," as used in a freelance performer's contract, shall allow a latitude of twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, either prior to or after the date specified in the contract as the commencement of the term thereof.

B. If a freelance contract is delivered to the performer at least seven (7) days before the starting date, the "on or about" clause may be used. If a contract is delivered to a performer less than seven (7) days before the specified starting date, a definite starting date must be specified and the "on or about" clause shall not be used. To illustrate: If the starting date of a performer is on the eighth day of the month, and the contract is delivered to the performer on the first day of the month, the "on or about" clause may be used, but if the contract is delivered to the performer on the second day of the month, the "on or about" clause may not be used.

C. In any case in which it is impracticable or impossible to fix any definite starting date of any performer to be employed under a freelance contract because of such performer's activities on the stage or in radio or otherwise in the amusement business (except motion pictures), the Union agrees to waive the

requirement of a definite starting date in such freelance contract, provided that such freelance contract contains a reasonable provision for the fixing of the starting date thereof and notice thereof. Any dispute between the Union and any Producer with respect to the issuance of any such waiver shall be determined by *arbitration under Section 9 of the General Provisions hereof.*

D. In the event a performer is engaged in accordance with Section 6.B. hereof, but a start date has not yet been provided to the performer by the Producer, performer may terminate such engagement in order to accept conflicting *bona fide* employment by a third party, subject, however, to the performer first giving Producer the following minimum period during which Producer may specify a start date which then becomes binding, which conflicts with the proffered third party employment:

(1) if performer informs Producer before noon of a business day, by the end of the same day; or

(2) if performer informs Producer at any other time, by noon of the next business day.

5. GUARANTEE

One (1) picture employment for a freelance performer shall guarantee at least one (1) week of employment. The guarantee provided in this paragraph shall be subject to the rights of suspension and termination granted to the Producer by the provisions of Sections 37, 38, and 39 of this Schedule C.

6. EXECUTION OF AGREEMENT - ENGAGEMENT - DELIVERY OF CONTRACT

A. If said freelance contract is delivered by the Producer to the performe and if said freelance contract is executed without alteration by the performer and is so returned to the Producer by noon of the next succeeding business day after its delivery to the performer, it shall thereupon constitute a contract binding on both

parties even though not executed by the Producer, but the Producer, on demand, shall deliver a signed copy to the performer.

B. A freelance performer under this Schedule C shall be considered definitely engaged in any of the following events:

(1) When the performer is given written notice of acceptance;

(2) When a form contract signed by Producer is delivered to performer or when an unsigned contract is delivered by Producer to performer and is executed by performer as so delivered and returned to Producer;

(3) When a script is delivered to the performer by Producer; however, this does not include the delivery of a script for a test, audition or interview nor the submission of a script for the purpose of permitting the performer to determine if he desires the engagement;

(4) When a performer is fitted for work; this shall not apply to wardrobe tests; or

(5) When the performer is given a verbal call by Producer or an authorized company representative, which is accepted.

C. Delivery of Contracts

(1) To the extent that the agreement reached between the Producer and the performer can be reflected on the form required by the collective bargaining agreement plus Producer's standard riders to be filed with the Union, Producer shall deliver a copy of such contract to the performer not later than the first day of performer's employment. When the agreement cannot be so reflected, Producer shall deliver a copy of such contract to the performer not later than the first day of performer's employment or four (4) business days after such agreement has been reached, whichever is later.

The present rule that a performer may not be required to sign contracts on the set shall continue. Delivery to a performer's agent constitutes delivery to the performer.

(2) When Producer chooses to deliver a copy of a contract to the performer on the set, an extra copy for retention by the performer shall be provided.

(3) Liquidated damages in the amounts provided in Section of the General Provisions hereof for late payment shall be payable until a written contract is delivered to the performer.

(4) W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on first day of employment.

W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law. W-4 forms shall be attached to three (3) day performer contracts.

D. Delivery of Booking Slip

A copy of the "booking slip" shall be provided to performer no later than the day next preceding the first day of performer's employment.

(a) Definition of Booking Slip. A booking slip is a document containing a designation of the role, salary and number of days of guaranteed employment.

(b) If performer is engaged after 6:00 p.m. on the day prior to first day of performer's employment, the booking slip will be included with the script provided to performer. However, if the script was provided to performer prior to such date and hour, Producer need not provide such booking slip.

(c) The foregoing requirements for delivery of a booking slip do not apply if performer's contract has previously been delivered to performer or performer's agent.

RATE NOT SPECIFIED

Whenever this Schedule states that a performer shall receive compensation for work done before he is employed, if he is not employed, and no rate is specified in this Schedule, such compensation shall be computed upon the agreed rate of compensation, if there was such an agreed rate of compensation and, if not, at the performer's established compensation. Disputes between the performer and the Producer under this provision are subject to conciliation and arbitration.

STUDIO PAYROLL WEEK - TIME OF PAYMENT

A. The studio payroll week shall be deemed to start at 12:01 a.m. on Monday and end at 12:00 midnight of the succeeding Saturday.

B. Compensation, including daily overtime, if any, earned by the performer under a freelance contract shall be payable on the regular studio pay day for services rendered up to and including the preceding Saturday.

THE PERFORMER'S WORKWEEK: STUDIO FIVE (5) DAY WEEK; OVERNIGHT LOCATION WEEK

A. Definitions - General

(1) An "overnight location workweek," as used herein, shall be deemed to be a workweek consisting of six (6) overnight location days or six (6) days in any combination of studio and overnight location days, which combination includes a sixth day overnight location day.

Any workweek other than such an overnight location workweek, for the purposes of this Agreement, shall be deemed to be a "studio workweek." The studio workweek shall consist of any five (5) days out of seven consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

(2) An "overnight location day," as used herein, shall be deemed to mean any of the following days, if the performer is on salary that day, as provided in the Basic Agreement:

(a) Any day spent or worked by the performer on an overnight location or on an exploitation tour;

(b) The day of departure for such location (provided the performer does not actually work in the studio on such day);

(c) The day of return from such location (provided the performer does not actually work in the studio on such day);

(3) For all purposes, the performer's weekly base rate shall be his weekly rate of salary as specified in his contract.

B. Studio Five (5) Day Workweek

(1) The performer's studio workweek shall be a five (5) day workweek.

(2) Overtime is to be computed on a daily basis over ten (10) hours in any day, as set forth in Section 13 hereof. Weekly overtime does not apply to this Schedule.

(3) Work on Six (6) and/or Seven (7) Days in a Workweek

If the performer works on six (6) or seven (7) days in the workweek and performer is on a studio workweek, he shall, in each case, be entitled to premium pay in accordance with the following rules:

(i) The performer shall receive a premium of an additional one-half (½) day of pay for the sixth day worked, if the performer works six (6) days within a studio workweek.

The performer shall receive a premium of an additional day of pay for the seventh day worked if the performer works seven (7) days

within a studio workweek (in addition to the one-half (½) day of premium pay for the sixth day worked in the workweek).

The following are examples of the foregoing:

(1) If the performer works seven (7) days in his workweek, he shall be entitled to an additional two (2) days of pay for work beyond five (5) days plus a premium of one and one-half (1½) additional days of pay or $1,425, whichever is the lesser sum (*i.e.*, eight and one-half (8½) days, or seven (7) days plus $1,425, whichever is the lesser).

(2) If the performer works six (6) days in his workweek, he shall be entitled to an additional day of pay for work beyond five days plus a premium of one-half (½) day of additional pay or $475, whichever the lesser sum (*i.e.*, six and one-half (6½) days, or six (6) days plus $475, whichever is the lesser).

(ii) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day.

(iii) For work time in excess of ten (10) hours on any sixth or seventh day in a workweek for which performer receives a premium as above provided, the performer shall receive double the straight time hourly rate provided in Section 13, including overtime caused by make-up, hairdress, wardrobe and fittings, subject to the provisions of Section 13.E. hereof.

C. Overnight Location Six (6) Day Workweek

(1) The performer's "overnight location workweek," as above defined, shall be a six (6) day workweek.

(2) Overtime is to be computed on a daily basis over ten (10) hours in any day as set forth in Section 13 hereof. Weekly overtime does not apply to this Schedule.

(3) Work on Seven (7) Days in a Workweek

(a) If a performer works seven (7) days in an overnight location workweek, he shall be entitled to a premium of an extra day of pay for the seventh day of work within his workweek. For example, if the performer works seven (7) days in his workweek, he shall receive an additional day of pay for work beyond six (6) days plus one (1) day of premium pay or $950, whichever is the lesser sum (*i.e.*, eight (8) days, or seven (7) days plus $950, whichever is the lesser).

(b) For work time in excess of ten (10) hours on any seventh day for which performer receives a premium as above provided, the performer shall receive double the straight time hourly rate provided in Section 13, including overtime caused by make-up, hairdress, wardrobe and fittings, subject, however, to the provisions of Section 13.E. hereof.

D. Premium Days - Holiday Weeks - "Hold" Days

A Schedule C performer shall be treated as having worked six (6) days in a studio workweek (seven (7) days in an overnight location workweek) and shall be entitled to payment for the sixth day worked in a studio workweek (the seventh day worked in an overnight location workweek), whenever a holiday falls on a regularly-scheduled work day and the performer is required to work five (5) days in the holiday week in a studio workweek (six (6) days in the holiday week in an overnight location workweek).

Whenever a performer is paid for a day or days not worked by reason of consecutive employment rules (a "hold day") in a week during which the performer also works, the performer shall be considered to have worked on the "hold day(s)" for purposes of determining whether the performer is entitled to premium pay for a sixth or seventh day worked. As an example, if the sum of the number of hold days and the number of days worked by the performer in a studio workweek equals six (6), then the sixth day (whether worked or a hold day) shall be paid as a sixth day worked. Similarly, if the sum of the number of hold days and the number of days worked by the performer in the workweek equals seven (7), then the seventh day (whether worked or a hold day) shall be paid as a day worked.

E. Shift in Workweek

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series of at least one week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to commencement of that workweek.

F. Recall on the Sixth or Seventh Day in the Workweek

If a performer is recalled to work on a day or days that is (are) the sixth and/or seventh day worked in a workweek by such performer (for which the performer received a premium of one-half (½) day or one (1) day of pay, as above provided) for any purpose mentioned in Section 27 of this Schedule and, therefore, gives day performer conditions, the premium for work on the sixth or seventh day so worked shall not exceed $950.

G. For work on holidays and six (6) or seven (7) days in a workweek and after a holiday, see Section 25 of this Schedule C.

H. No Compounding

There shall be no compounding of the foregoing premiums and the premiums prescribed by Section 14 insofar as the same relates to the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period, or Section entitled "Work on Holidays and the Sixth or Seventh Day in the Workweek and After," it being understood that if, for example, a performer works

seven (7) days in a studio workweek, he shall be entitled to eight and one-half (8½) days of pay, or seven (7) days of pay plus $1,425, whichever is the lesser.

I. Union Branches

Any area in which the Union maintains a branch shall be deemed a five (5) day workweek area for performers employed in such area, when principal photography for a feature is substantially photographed in such area. The scope of such areas is defined in General Provisions, Section 14, "Preference of Employment - Performers Employed by the Day."

10. PERFORMER'S WEEK

The performer's week in each instance shall commence on the day of the week on which such performer is first placed on salary. In case of any suspension or interruption of such performer's employment at any time for seven (7) consecutive days or more, for any reason whatsoever, such performer's week shall thereafter commence on the day of the week when he is again placed on salary.

11. HOURS PER DAY; WORK PAST MIDNIGHT

If the performer is working at midnight of any day, then his hours of work for such day shall be computed until the performer has been dismissed subsequent to midnight, subject to all exceptions and deductions provided for in this Schedule. Hours of work for the following day shall, except as otherwise provided in this Schedule, be computed from the time the performer, after having been so dismissed subsequent to midnight, is next required to and does report. Nothing herein shall derogate from the rule that when a freelance performer works after 12:01 a.m. of any day, he has worked on that day for the purpose of the studio five (5) day week or overnight location six (6) day week, whichever is applicable; however, no premium shall be payable by reason of working past midnight into a premium day (*i.e.*, the sixth or seventh day worked in the performer's workweek or a holiday). Daily overtime shall only commence to accrue after ten (10) hours of work time, as more particularly provided in Section 13 hereof.

Subject to the overtime provisions, when the total engagement for any week of the performer's services is night work and when the last day of such week goes past midnight, the work past midnight does not count as an additional day. For this purpose, night work is defined as a call for 4:00 p.m. or later.

DAILY RATE OF COMPENSATION; PRORATING

Whenever it is necessary to prorate the workweek in order to determine an additional day of pay, such prorating shall be on the basis of one-fifth (1/5) of the performer's weekly base rate, for either the studio or overnight location workweek; however, such proration shall not in any manner change the performer's weekly base rate for either the studio or the overnight location workweek.

With respect to prorating the performer's workweek for the purpose of paying the performer at the end of a payroll week, that portion of performer's studio workweek which is part of such payroll week shall be prorated on the basis of one-fifth (1/5) of the weekly base rate for each such day (excluding the sixth and seventh days) in that payroll week. This is exclusive of any overtime or premium pay, if any, due in such performer's workweek.

OVERTIME

Overtime shall be computed and paid pursuant to the following:

A. Daily overtime shall be paid at double time for each one-tenth (1/10) hour or portion thereof worked in excess of ten (10) hours in any day, figured on a maximum basis of $4,400 for television performers and $5,500 for theatrical performers.

B. Travel Time

To the extent that any daily overtime is caused by travel time at the beginning or at the end of the day, such overtime shall be computed as provided in Section 41 hereof relating to travel time.

C. For purposes of this Section, one-tenth (1/10) hour of pay at straight time for television performers shall be $10.00 and at double time $20.00; one-tenth (1/10) hour of pay at straight time for theatrical performers shall be $12.5[illegible] and at double time $25.00.

D. Any such performer whose contract for employment in a motion picture contains a provision giving such performer a percentage or other participation in the receipts, revenues or profits of the motion picture shall be the required overtime at the time of employment; provided, however, such performer may agree in such contract that the overtime payments so made may credited against such participations when and if received by the performer.

E. Effect of Error in Computation

Any failure through error to pay all or any part of overtime compensation shall give the performer no right except to collect the amount so unpaid.

F. Date When Due

The overtime accruing under the provisions of this Section shall payable not later than the studio pay day of the calendar week next following expiration of the performer's week in which such overtime accrues.

G. Guaranteed Employment not Affected

Whenever a performer receives overtime or an additional day of pursuant to the provisions of this Schedule, such overtime or additional day shall not be deemed to reduce such performer's guaranteed employment or compensation.

REST PERIOD

A. Twelve (12) Hour Rest Period

The performer shall be entitled to a twelve (12) hour consecutive rest od from the time he is finally dismissed until his first call thereafter, whether make-up, wardrobe, hairdress or any other purpose. However, for a performer ployed on a theatrical motion picture, the rest period may be reduced to eleven hours on any two (2) non-consecutive days in an overnight location rkweek.

B. Thirty-Six (36) Hour Rest Period

The performer shall be entitled to one rest period in each week of ty-six (36) consecutive hours; provided, however, that if the performer is not uired to work on the twenty-four (24) hours constituting the first day of any rkweek and has not worked for Producer during the twelve (12) hours mediately preceding such day, or if the performer is not required to work on the nty-four (24) hours constituting the last day of any workweek and does not for the Producer during the twelve (12) hours immediately succeeding such then the thirty-six (36) hour rest period requirement shall be satisfied rdless of the fact that twelve (12) hours thereof may be in the preceding or ceding week. When the performer works on seven (7) days in any week and id, in addition to his base pay, an extra day of pay therefor, the performer not be given a thirty-six (36) hour rest period for such week, but must inue to receive his twelve (12) hour rest periods.

C. Fifty-Six (56) Hour Rest Period

When the performer is given two (2) consecutive days off during a workweek, the thirty-six (36) consecutive hour rest period shall be ased to fifty-six (56) consecutive hours. However, when there is night ing consisting primarily of exterior photography and the performer's call is rlier than 3:00 p.m. and he is dismissed in the studio at or before midnight day, such fifty-six (56) hour rest period, if otherwise applicable, may be ed to fifty-four (54) hours.

In lieu of the fifty-six (56) hour rest period, the performer may be given a fifty-four (54) hour rest period when the call time for the first day of the new workweek following the rest period is not earlier than 6:00 a.m.

D. The above provisions regarding the rest period shall be subject to the following exceptions:

(1) When the Producer is photographing on a location other than an overnight location, the twelve (12) hour rest period may be reduced to ten (10) hours if exterior photography is required on such location on the day before and the day after such reduced rest period. When such reduction is allowed on any day by reason of exterior photography on a nearby location, it may not be again allowed until after three (3) consecutive days have intervened.

(2) When a performer arrives at his place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period with respect to the first call following such arrival may be ten (10) hours instead of eleven (11) or twelve (12) hours, but the first call must be at the place of lodging.

(3) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the performer is given a berth on a boat or train for each night of traveling, the time spent in such traveling, to or from such location, shall not be work time or travel time for the purpose of computing the eleven (11) or twelve (12) hour rest period.

(4) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the performer is given a berth on a boat or train, or if the performer elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the eleven (11) or twelve (12) hour rest period.

(5) The first call at the lodging for work (including make-up, hairdress, wardrobe or travel) determines the time of first call for the next day for the purpose of computing the rest period.

E. The performer may waive the rest period without the Union's consent but, if he does so, he shall be entitled to one (1) day of pay or $950, whichever is the lesser sum. A performer may be required to waive the rest period if the violation, in case of the twelve (12) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. The performer may, in any case, be required to waive the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period. In any case in which the performer waives either rest period, the payment of one (1) day of pay, not exceeding $950, shall be automatically incurred. The payment may not be waived without the consent of the Union.

F. Whenever it is provided in this Schedule that there shall be no compounding of any premium pay and the payment for breach of the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period, it is expressly understood that the twelve (12) hour rest period between calls, and the payment for violation thereof, remains in effect.

G. Any performer who is required to travel by air in excess of four (4) scheduled hours to a location may not be called for work without a ten (10) hour rest period. The ten (10) hour rest period shall commence from the time of arrival at the hotel, provided the performer goes directly to the hotel designated by the Producer. Failure to provide such ten (10) hours constitutes a rest period violation.

15. WORK TIME FOR PURPOSES OF OVERTIME

A. For the purpose of ascertaining and computing hours of work for overtime, the period from the time the performer is required to and does report as directed until the time such performer is finally dismissed for the day shall constitute work time, continuously and without interruption, except as follows:

(1) Allowable meal periods, as provided by Section 17;

(2) Tests, auditions, wardrobe tests and interviews;

(3) Fittings, as provided by Section 19;

(4) Story, song and production conferences, to the extent provided in Section 20;

(5) Study of lines or script, to the extent provided by Section 21;

(6) Interviews for publicity purposes, as provided by Section 22;

(7) Publicity stills, to the extent provided by Section 23;

(8) Make-up, hairdress and wardrobe, to the extent provided by Section 16;

(9) Travel time, to the extent provided by Section 41.

B. Any period during which the performer fails or refuses or is unable because of disability to render services, and any period during which the performer at his own request is excused from rendering services, shall not be work time for any purpose.

C. After the freelance performer has been employed, and after the starting date of such employment, none of the provisions of this Section shall break the continuous days of employment of such freelance performer, except as provided in subsection B. above and in Section 24.D. of this Schedule C.

The foregoing consecutive employment provisions do not apply:

(1) to body doubles, except that body doubles shall be paid for intervening days on an overnight location when required to remain at such location by the Producer;

(2) to days off during a break of up to two (2) weeks, which break includes the Christmas and New Year's holidays;

(3) to performers employed on more than one part of a multi-part closed-end series, in connection with a day (or days) intervening between workdays on one part for which the performer is otherwise employed or paid for work on another part of the multi-part closed-end series, and

(4) to performers employed to perform voice-over work on animated theatrical motion pictures. The Producers shall continue the current practice of accommodating the schedule of these performers.

16. MAKE-UP, HAIRDRESS, WARDROBE

A. The Producer may require any performer to report made up, with hairdress and in wardrobe, without assistance from the Producer and, in such case, any time spent by the performer therein prior to the performer's first call shall not be work time for any purpose, but the Producer may not have the performer do any such preparation at any place designated by the Producer.

Any performer to whom Producer supplies the services of a make-up artist for make-up, or hairdresser for hairdressing, shall be considered to have a call for make-up or hairdress, as the case may be, and the time so spent shall be work time.

The mere fact that a dressing room is furnished the performer, to which he is not directed to report, is not a designation of a place for preparation. In the case of wardrobe, for this paragraph to apply, the performer must be either allowed to take home the wardrobe, or must be furnished a dressing room and the wardrobe must be available to the performer in the dressing room. Any call by the Producer for make-up, hairdress or wardrobe is a call to work and not within the exception made within this subsection.

B. When the performer has reported pursuant to the direction of Producer for make-up, hairdress, wardrobe or fittings, the time so spent shall be work time. When other than ordinary make-up, hairdress or wardrobe requires assistance in the removal thereof, such removal time shall be work time.

When performer is not otherwise on compensable work time, performer shall be compensated for up to fifteen (15) minutes of time spent in the removal of ordinary make-up, hairdress or wardrobe at the applicable overtime rate. Such compensation shall be based on actual time and shall not trigger additional hourly increments of pay. Such removal time shall not be considered in computing rest period violations or other premiums or penalties.

C. If any special hairdress necessitating an expenditure is required by Producer, Producer shall either furnish such hairdress or Producer may designate facilities for the procurement of such hairdress and reimburse performer for amounts expended.

D. When performer supplies his or her own wardrobe at the request of Producer, Producer shall pay, as a cleaning allowance and reimbursement, the following amounts:

Formal wear	$17.00
All other wardrobe (per outfit)	$11.50

Payment of the foregoing cleaning allowance and reimbursement shall be made at the same time as payment for performer's services for such week and shall be separately identified. Such wardrobe allowance shall be paid to performer for each workweek in which the performer is employed on the production.

Wardrobe supplied by the performer which is damaged in the course of employment shall either be repaired by Producer or repaired at the expense of Producer at facilities designated by Producer, provided that notice of such damage is given to Producer prior to the termination of the performer's employment.

Producer will supply performer with a copy of a wardrobe allowance voucher indicating the number of outfits provided to Producer, which voucher shall be supplied by the end of the week.

E. There shall be a voucher provided at all wardrobe fittings to be signed by the performer indicating time in and time out.

17. MEAL PERIODS

A. Allowable meal periods shall not be counted as work time for any purpose. A meal period shall not be less than one-half (½) hour nor more than one (1) hour in length. The performer's first meal period shall commence within six (6) hours following the time of his first call for the day; succeeding meal period

of the same performer shall commence within six (6) hours after the end of the preceding meal period. There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty, provided that the six (6) hour period between meals has not been extended as permitted by the following sentence. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If, on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if delay is caused by common carriers such as railroads, there shall be no penalty for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no penalty for the violation; but if such delay shall continue beyond one-half (½) hour, work shall cease and the time intervening between such cessation of work and the meal period shall be work time.

The performer shall be entitled to 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 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 thereafter.

If, by reason of a long make-up, wardrobe or hairdress period of a performer, application of the rule would require calling a meal period for such performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such performer before the time for his set call, it being understood that no deduction shall be made from work time for such period; it is further understood, however, that such performer shall be given a meal period within six (6) hours from the time such food is made available to the performer.

Outside the studio, when the crew is provided a meal or a meal allowance (as distinguished from *per diem* or penalty), the performers (other than those receiving a *per diem* allowance for meals on overnight locations) will be provided either a meal or a meal allowance when they have satisfied the same terms and conditions for entitlement to such meal or meal allowance as the crew.

B. The following amounts shall be paid to performers for meal period violations:

(1)	For the first one-half (½) hour or fraction thereof:	$25.00 per performer
(2)	For the second one-half (½) hour or fraction thereof:	$35.00 per performer
(3)	For the third one-half (½) hour and each additional one-half (½) hour or fraction thereof:	$50.00 per performer

18. DRESSING ROOMS

A. See General Provisions, Section 21.

B. Whenever a performer is required by Producer to make a change of wardrobe, Producer shall provide suitable facilities affording privacy for such purpose. A private canvas dressing room will be deemed a suitable facility.

19. WARDROBE FITTINGS

A. For purposes of computing daily overtime:

Time spent in fittings on the same day that the performer works shall be work time and part of the performer's continuous day, the same as wardrobe, but to the extent that overtime is caused by such fittings, overtime shall be paid.

B. A freelance performer who is fitted but not offered a written contract of employment for the role in the picture for which he was fitted at his prior agreed salary (or, if there has been no agreement, at his usual salary) shall receive one (1) day of pay for each day on which he was fitted. If there has been no agreed salary before the fitting, and if the performer and Producer cannot agree, the salary rate at which he shall receive the day of pay shall be determined by

conciliation and, if conciliation fails, by arbitration; but in no event shall the day of pay be in excess of weekly scale. The provisions of this Section shall not apply to fittings for tests, auditions or interviews.

C. Fittings, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a freelance performer.

D. There shall be a voucher provided at all wardrobe fittings to be signed by the performer indicating time in and time out.

20. STORY, SONG AND PRODUCTION CONFERENCES

Story, song and production conferences on any day on which the performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the continuous employment of a freelance performer.

21. STUDY OF LINES OR SCRIPT

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

22. PUBLICITY INTERVIEWS

Publicity interviews held at a time mutually satisfactory to the performer and the Producer shall not be work time for any purpose unless held on a day on which the performer is otherwise working for the Producer. Such interviews for publicity purposes held on any day on which the performer is otherwise working for the Producer shall not be counted as work time if held after the performer's dismissal for the day, if such interview is held at a time mutually satisfactory to performer and Producer. If the interview is held during a meal period, it shall not be deemed to constitute a violation thereof.

23. PUBLICITY STILLS

A. If the Producer should desire the services of a freelance performer for making publicity stills, either before the commencement of his term of employment or after the expiration thereof, the performer shall render such services without compensation for one (1) day, as and when requested by the Producer, unless the performer is otherwise employed, but if otherwise employed the performer will cooperate to the fullest extent in the making of such publicity stills.

B. Publicity stills, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a freelance performer.

24. REHEARSAL TIME

A. 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 Producer, constitutes a rehearsal. Rehearsals shall be counted as work time.

B. Auditions, tests, interviews, make-up and wardrobe tests do not constitute rehearsals.

C. The Union agrees to freely grant waivers for the training of a performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the performer and the Producer subject to the approval of the Union.

D. Neither tests, auditions, fittings, publicity stills, pre-production stills, pre-recordings nor training under subsection C. above, after employment but before the starting date of such employment, shall start the employment period of such performer. Compensation, if any, for any of such services shall be as otherwise provided in this Schedule.

Rehearsal time shall not start the consecutive days of employment for performer employed under this Schedule who is engaged for a long-form television motion picture or a theatrical motion picture, subject to the following:

(1) The performer must be paid for rehearsal at the same rate as photography (*pro rata* of the weekly salary, but not less than day performer minimum per day, when rehearsing for less than a week);

(2) The performer must be generally available for rehearsal, as distinguished from professionally available;

(3) The performer must be given an "on or about" start date; and

(4) Consecutive employment applies during the rehearsal period.

25. WORK ON HOLIDAYS AND SIX (6) OR SEVEN (7) DAYS IN A WORKWEEK, BEFORE AND AFTER

A. The nine (9) holidays hereinafter referred to are the following: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Whenever any of said holidays falls on a Sunday, such holiday, for all purposes of this Schedule C, shall be deemed to fall on the Monday next succeeding, and the sixth and seventh days in the workweek preceding shall be deemed a sixth and seventh day before such holiday.

(1) If a performer works on any of the nine (9) holidays or a holiday and six (6) or seven (7) days in a workweek, he shall, in each case (that is, separately for the holiday and for the sixth or seventh day, if he works on each such respective day), be entitled to premium pay, in accordance with the following rules:

Performer shall be entitled to a premium of one (1) additional day of pay for work on a holiday. If performer works six (6) days within a studio workweek, including work on a holiday, he shall receive one and one-half (1½) days of premium pay; except that if such holiday is the sixth day worked in the

workweek, performer shall receive only one (1) day of premium pay. If performer works seven (7) days within a studio workweek, including work on a holiday, he shall receive two and one-half (2½) days of premium pay; except that if the holiday is the sixth or seventh day worked in the workweek, performer shall receive two (2) days of premium pay. The following are examples of the foregoing:

(i) If the performer works seven (7) days in his workweek, including work on such a holiday, which holiday is not the sixth or seventh day worked in the workweek, he receives two and one-half (2½) days of premium pay, plus two (2) additional days of pay for two (2) days beyond his five (5) day week, or a total of nine and one-half (9½) days of pay.

(ii) If the performer works seven (7) days in his workweek, including work on such a holiday (which is the sixth day worked in the workweek) and on the seventh day in the workweek, he receives two (2) days of premium pay, plus two (2) additional days of pay for two (2) days beyond his five (5) day week, or a total of nine (9) days of pay.

(iii) If the performer works six (6) days in his workweek, including work on such a holiday (which did not fall on the sixth or seventh day of the workweek), and on either the sixth or seventh day of the week, he receives one and one-half (1½) premium days of pay plus one (1) additional day of pay for one (1) day beyond his five (5) day week or a total of seven and one-half (7½) days of pay.

(iv) If performer works five (5) days or less in his workweek, he receives a premium of an extra day of pay for each day worked which is a holiday.

(2) For work time in excess of ten (10) hours on any such holiday, sixth or seventh day, for which the performer receives a premium as above provided, the performer shall receive double the weekly straight time hourly rate as provided in Section 13, including overtime caused by make-up, hairdress, wardrobe or fittings, subject, however, to the provisions of Section 13.C. hereof.

(3) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day, unless it is a sixth day holiday.

(4) As to any performer entitled to additional compensation for services rendered on any of the nine (9) holidays, it is agreed that if any such holiday shall occur prior to the commencement of the term of employment of any such performer, the sixth or seventh day of the workweek after such holiday shall not be deemed, as to such performer, a sixth or seventh day after a holiday; and if a sixth or seventh day prior to a holiday shall occur during the employment of such performer, but the performer's employment is terminated prior to the holiday and at least one (1) day has intervened between such termination and the holiday, such sixth or seventh day shall be considered an ordinary sixth or seventh day under Section 9 above.

B. Overnight Location Six (6) Day Workweek; Work on Holidays or on Holidays and Seven (7) Days in the Workweek - Before and After

(1) If a performer works on any of the nine (9) holidays and seven (7) days within a workweek, he shall, in each case (that is, separately for the holiday and for the seventh day), be entitled to a premium of an extra day of pay, in accordance with the following rules:

(i) If the performer works seven (7) days in his workweek, including a holiday, he receives two (2) premium days of pay plus one (1) additional day of pay for one (1) day beyond his six (6) day week or a total of nine (9) days of pay.

(ii) If the performer works only six (6) days or less in his workweek, including work on a holiday, the performer receives one (1) premium day of pay, or a total of seven (7) days of pay for that week.

(2) For work time in excess of ten (10) hours on any holiday or seventh day for which the performer receives a premium as above provided, the performer shall receive double the straight time hourly rate as provided in Section 13, including overtime caused by make-up, hairdress, wardrobe or fittings, subject, however, to the provisions of Section 13.C. hereof.

(3) As to any performer entitled to additional compensation for services rendered on any of the nine (9) holidays, it is agreed that if any such holidays shall occur prior to the commencement of the term of employment of any such performer, the seventh day of the workweek after such holiday shall not be deemed, as to such performer, a seventh day after a holiday; and if a seventh day prior to a holiday shall occur during the employment of such performer, but the performer's employment is terminated prior to the holiday and at least one (1) day has intervened between such termination and the holiday, such seventh day shall be considered an ordinary seventh day under Section 9 above.

(4) If the performer is not required to work on such a holiday, no deduction shall be made from his guaranteed weekly pay.

(5) If performer works on such holiday, sixth or seventh day, he shall be entitled to the premiums provided by this Section but insofar as the sixth or seventh day premiums are concerned, there shall be no compounding of such premium and the penalty or premium prescribed by Section 14 as the same relates to the fifty-six (56), fifty-four (54) or thirty-six (36) hour rest period, whichever is applicable, or Section 13; it being understood that if, for example, a performer on an overnight location workweek works seven (7) days in his week, including work on such a holiday, he shall be entitled to nine (9) days of pay plus overtime, if any.

(6) In the event performer works on a sixth or seventh day which is not before or after a holiday, see Section 9 of this Schedule.

26. WORK PAST MIDNIGHT ON LAST DAY

When a performer works past midnight on the last day of his engagement he shall be compensated for services rendered past midnight by the payment of one-fifth (1/5) of his weekly rate as his base for that day.

Subject to the overtime provisions, when the total engagement for any week of the performer's services is night work and when the last day of such week goes past midnight, the work past midnight does not count as an additional day. For this purpose, night work is defined as a call for 4:00 p.m. or later.

27. RETAKES, ADDED SCENES, LOOPING, ETC.

A. If, after the expiration of the term provided by the freelance contract, the Producer should desire the services of the performer in making retakes, or in making added scenes or sound track, or in making any process shots, transparencies or trick shots, or in making trailers, or in making any change or changes in said photoplay, or in making any foreign version or versions of said photoplay, then and in either of said events, the performer agrees to render such services in connection therewith as and when the Producer may request, unless the performer is otherwise employed, but if otherwise employed, the performer will cooperate to the fullest extent. If commenced within four (4) months (six (6) months for theatrical motion pictures, pilots or long-form television motion pictures (including multi-part closed-end series)) after the expiration of the term hereof, such services shall be at the same rate of compensation as set forth in the performer's contract, except that compensation for such services shall be paid only for the days on which the performer is actually so employed, and except also that the applicable conditions governing the employment of day performers under the Basic Agreement shall apply to the computation of time in connection with such services. It is agreed, however, that if, prior to the commencement of the rendition of such services, the Producer shall have agreed in writing to guarantee the performer at least one (1) week of work or one (1) week of compensation in connection therewith, then and in that event, such services shall be upon the same terms and at the same rate of compensation as elsewhere in this Schedule set forth, such compensation to be paid from the time when the performer's services are first rendered in connection therewith until the completion of the performer's services in connection therewith.

Performer may be recalled to loop (record sound track) after completion of principal photography at one-half (½) of the performer's *pro rata* daily salary for a four (4) hour looping session. If the session exceeds four (4) hours, a full day of *pro rata* salary shall be payable.

B. The performer's contract shall not include guarantees for looping, retakes, added scenes, process transparencies, trick shots, trailers, changes or foreign versions (subject to availability) outside the period of consecutive employment.

C. Close-ups

The Union will freely grant waivers of continuous employment for the making of close-ups made after the completion of the Director's first rough cut of the photoplay, so that the performer shall be paid only for the day or days upon which he renders such services.

28. OVERLAPPING ENGAGEMENT

In any case in which the engagement of a performer under a freelance contract extends into or overlaps any other engagement of such performer as a freelance performer or day performer

(1) because of any unanticipated delay in production or *bona fide* mistake, or

(2) because of any failure of such performer to disclose his other engagements at the time of accepting any engagement, or

(3) in any case in which, as an accommodation to such performer, such performer is permitted to work concurrently in two pictures,

it is agreed as follows: For any day or days on which such performer renders his services for the Producer of the picture in which he has first rendered his services he shall receive compensation from such first Producer. For any day or days on which such performer renders services for the Producer of the second picture in which he has rendered his services, he shall be compensated by the Producer of such second picture. For any day or days on which the performer does not render his services either for the first Producer or for the second Producer, he shall be compensated by the second Producer, unless the first and second Producer agree between themselves (and notice thereof is given to the performer) that compensation for such additional day or days shall be paid by the first Producer. The compensation to be paid by the first Producer shall be paid at the rate specified in the performer's contract with the first Producer, and the compensation to be paid by the second Producer shall be at the rate specified in the performer's contract with the second Producer; provided, however, that if the rate paid by the

first Producer is less than the rate specified in the performer's contract with the second Producer, the difference shall be paid by the second Producer and, provided further, that for any day or days on which the performer does not render services either for the first or for the second Producer, he shall be compensated at the rate of compensation which is the higher of the two. This Section does not affect such performer's right to receive compensation from both Producers when the performer, while employed by one Producer, makes retakes, added scenes, etc., for the other Producer after the expiration of his term of employment with such other Producer, in any case in which the performer is otherwise entitled thereto. Nothing in this Section contained shall be deemed or construed in any way to limit or prejudice any right or remedy of any Producer, either with respect to any of the contingencies hereinbefore specified or otherwise. Freelance performers may be required to state on their contracts the starting date of their next engagement by inserting such date in the following statement, which may be endorsed or printed on such contracts:

"The starting date of the performer's next engagement is _____."

29. PRE-RECORDINGS AND PRE-PRODUCTION STILLS

Section 24 of this Schedule provides that neither pre-recordings nor pre-production stills, after employment but before the starting date of such employment, shall start the consecutive days of employment of a freelance performer. It is agreed that such a performer shall be paid for the day or days on which he renders services in connection with pre-recordings and pre-production stills.

30. REPORTING PRIOR TO COMMENCEMENT OF EMPLOYMENT

A performer residing outside of the County of Los Angeles shall not be required to report for tests or wardrobe earlier than ten (10) days prior to the commencement of his employment except when Producer agrees to pay reasonable compensation for the excess time over the ten (10) day period.

31. DAMAGE TO WARDROBE

Any loss of or damage to costumes, wardrobe and other property furnished by the performer necessarily arising through the performance of the performer's services, or through lack of due care on the part of the Producer, shall be paid for by the Producer to the performer. All costumes, wardrobe and other property furnished by the Producer shall belong to the Producer and be returned promptly to it and any loss of or damage thereto arising through lack of due care on the part of the performer, or not necessarily arising through the performance of the performer's services, shall be paid for by the performer to the Producer. Any loss of or damage to wardrobe, for which either party hereto may be liable, shall be computed on the basis of depreciation schedules to be furnished from time to time by the American Appraisal Company.

32. DEFINITION OF ROLE

The term "role," as used in the Minimum Contract for Freelance Performers, shall be deemed to refer to said role as written at the time the freelance contract is entered into, or as it may from time to time thereafter be rewritten or lengthened or shortened by the Producer in the exercise of its sole discretion and judgment.

33. USE OF "DOUBLE"

A. The Producer agrees that it will not "dub" or use a "double" in lieu of the performer, except under the following circumstances:

(1) When necessary to expeditiously meet the requirements of foreign exhibition;

(2) When necessary to expeditiously meet censorship requirements, both foreign and domestic;

(3) When, in the opinion of the Producer, the failure to use a double for the performance of hazardous acts might result in physical injury to the performer;

(4) When the performer is not available; or

(5) When the performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the performer.

The performer does hereby agree that under either or any of the conditions hereinabove in subparagraphs (1) to (5), both inclusive, of this Section set forth, the Producer shall have the right to double and/or dub not only the acts, poses, plays and appearances of the performer, but also the voice of the performer, and all instrumental, musical and other sound effects to be produced by the performer, to such extent as may be required by the Producer.

B. Pre-production

Upon the application of Producer, the Union agrees to liberally grant waivers so that there will be no continuous employment for a freelance performer when that performer is doubled in pre-production. The Union may require, as a condition of the issuance of such a waiver, one day of pay to the performer for each day that the performer is doubled.

In order to encourage the use of principals in pre-production, the Union will liberally grant waivers to permit principals to appear in pre-production shots without commencing their consecutive employment until principal photography actually commences. This provision shall apply only to Hollywood-based domestic production of theatrical motion pictures and features made primarily for first exhibition on television.

34. RIGHT TO NAME OR CHARACTER

No Producer shall, after the termination of the performer's employment, prevent such performer from continuing the use of any stage or screen name used by such performer. The name of a role owned or created by the Producer, such as Tarzan or Charlie Chan, belongs to the Producer and not to the performer.

35. STUDIO RULES

The performer agrees to be prompt in appearing for work as required by the Producer, to perform services hereunder in a conscientious and painstaking manner and in accordance with the reasonable instructions of the Producer, and to abide by the reasonable studio rules and regulations of the Producer. The Producer shall have the exclusive right to the services of the performer during the term hereof, and the performer agrees that during the term hereof the performer will not render any services of any kind to or for any person, firm or corporation other than the Producer without first obtaining the express written consent of the Producer.

36. RIGHTS GRANTED TO PRODUCER

The term "photoplay," as used in said freelance contract, shall be deemed to include motion pictures produced and/or exhibited with sound and voice recording, reproducing and/or transmitting devices, radio devices, and all other improvements and devices, including television, which are now or may hereafter be used in connection with the production and/or exhibition and/or transmission of any present or future kind of motion picture production. The Producer shall have the right to photograph and/or otherwise produce, reproduce, transmit, exhibit, distribute and exploit in connection with the said photoplay any and all of the performer's acts, poses, plays and appearances of any and all kinds hereunder and shall further have the right to record, reproduce, transmit, exhibit, distribute and exploit in connection with said photoplay the performer's voice and all instrumental, musical and other sound effects produced by the performer in connection with such acts, poses, plays and appearances. The Producer shall likewise have the right to use and give publicity to the performer's name and likeness, photographic or otherwise, and to recordations and reproductions of the performer's voice and all instrumental, musical and other sound effects produced by the performer hereunder, in connection with the advertising and exploitation of said photoplay. The rights of this Section granted to the Producer shall inure to the benefit not only of the Producer, but also to the benefit of all persons who may hereafter acquire from the Producer any right to distribute, transmit, exhibit, advertise or exploit said photoplay.

The grant of rights provided herein shall not be deemed to include:

A. Merchandising rights unless separately bargained for with the performer;

B. The photograph or likeness of the performer in books commercially published for sale to the public, unless the prior written consent of the performer is obtained;

C. The right to feature the photograph or likeness of the performer on the album or jacket cover of commercial phonograph or tape recordings which would indicate that the performer's performance is included in the recording when in fact the performer's performance is not included in such recording, unless the prior written consent of the performer is obtained.

37. GENERAL RIGHT OF TERMINATION

A. The Producer may terminate the performer's employment at any time, either prior to the commencement of production of said photoplay or during the course of production.

B. If the Producer elects to terminate the performer's employment under the freelance contract prior to the commencement of the term thereof, the Producer shall be obligated to pay the performer compensation during the minimum guaranteed period provided for in said freelance contract, but if the performer receives other employment during such period, the compensation received by the performer from such other employment shall be applied in reduction of the Producer's liability.

C. If the Producer elects to terminate the performer's employment at any time after the commencement of the term of said freelance contract, the Producer shall be obligated to pay the performer such balance, if any, as is then unpaid for services theretofore rendered by the performer, and also one (1) week of compensation, upon the payment of which the Producer shall be discharged of and from all liability whatsoever thereunder, subject, however, to the provisions of paragraph 1 of the freelance contract and Sections 38 and 39 hereof.

D. In the event that a performer is replaced in the role, the performer, or performer's agent, shall be notified of this fact at the time of the replacement.

38. ILLNESS OF PERFORMER (SUSPENSION OF SALARY AND TERMINATION)

The Producer need pay no salary during any period that the performer is incapacitated, by illness or otherwise, from performing the required services under a freelance contract, and in the event of such illness or incapacity, the Producer, at its option, may terminate such employment without further liability.

39. EMERGENCY SUSPENSION OR TERMINATION

If the production of the photoplay specified in the freelance contract be necessarily prevented, suspended or postponed during the course of production by reason of fire, accident, strike, riot, act of God or of the public enemy, or by any executive or judicial order, or postponed by reason of the illness of any other member of the cast or of the director, one-half (½) salary shall be paid the performer for the first three (3) weeks of prevention, suspension or postponement. It shall be the duty of the Producer during the first week of any prevention, suspension or postponement to notify the performer in writing whether the Producer will entirely discontinue the production or further suspend or postpone, and, in the latter event, the Producer shall pay the performer half salary during such further suspended or postponed period. At the end of three (3) weeks from the date on which the Producer has stopped production, the performer may terminate said employment if the performer so elects, unless the Producer continues thereafter to pay the performer full weekly compensation. If the production of said photoplay is prevented, suspended or postponed for any reason hereinabove in this Section provided, then and in that event, the Producer may terminate said employment at any time after the commencement of such prevention, suspension or postponement. If the Producer elects to terminate said employment by reason of the illness of any other member of the cast or of the director, then the Producer shall be obligated to pay the performer such balance, if any, as is then unpaid for services theretofore rendered by the performer, and also one (1) week of compensation, upon the payment of which the Producer shall be

discharged of and from all liability whatsoever thereunder. If such termination be based on the happening of any other cause hereinabove in this Section set forth, then the Producer shall be obligated to pay the performer only such balance, if any, as is then unpaid for services theretofore rendered by the performer and, upon the payment of such unpaid balance, if any, the Producer shall be discharged of and from all liability whatsoever thereunder.

When the production is suspended as a result of illness of another member of the cast or the director, and such suspension continues for five (5) days or more, the suspension may be effective as of the beginning of the event of illness, but if the duration is less than five (5) days, the suspension is not effective.

RESUMED PRODUCTION AFTER TERMINATION

If the Producer elects to terminate a performer's employment under a freelance contract pursuant to its right to do so for any cause hereinabove in Section 39 specified, and if, at any time more than three (3) weeks after such termination, the Producer shall desire to resume the production of said photoplay, the Producer shall notify the performer of its election to resume production and, in such event, the performer agrees to render his services in connection with such resumed production as and when the Producer may request, unless the performer is otherwise employed, but if otherwise employed, the performer will cooperate to the fullest extent in trying to make his services available for the Producer in connection with such resumed production. If production is resumed within six (6) months from the date of termination, the performer's compensation shall be at the same rate as that hereinabove specified and shall be payable only from the date of commencement of the performer's services in such resumed production.

TRAVEL TIME

A. Application of Rules

The provisions of this Section shall apply only to freelance performers included in this Schedule C.

B. Studio Zone

(1) With respect to studios situated in Los Angeles, California its environs, the "studio zone" shall include all territory within the radius of th (30) miles from the intersection of Beverly Boulevard and La Cienega Boule Los Angeles, California and such other territory (such as the present Columbi Ranch and Disney Studio) as is generally recognized as being within the studi zone. With respect to studios not situated in Los Angeles or its environs, a territory as the studio zone and similar rules in relation thereto shall be agree upon between the Union and the Producers and, in default of such agreement, territory and such rules (which shall conform as nearly as possible to the rule herein set forth) shall be determined by arbitration under Section 9 of the Ge Provisions whenever the situation arises.

(2) With respect to studios situated in New York, New York "studio zone" shall include all territory within the radius of eight (8) miles fro Columbus Circle.

(3) The Los Angeles Thirty (30) Mile Studio Zone

Performers may be required to report anywhere within su studio zone provided that, when the place of reporting is elsewhere than the Producer's studio, the following shall apply:

(a) Performers shall be paid $.30 per mile mileage allow figured from the studio to the place of reporting and back, except that no mile allowance is required:

(i) if the performer is employed on a long-form television motion picture; or

(ii) if the performer is employed on a new one (1) ho episodic television series or a one-half (½) hour or one (1) hour pilot, which first broadcast on or after July 1, 2001, or is engaged on a theatrical motion pict produced on or after July 1, 2001, and is required to report for work at a site within a ten (10) mile radius of a point designated by the Producer. (The repor site must still be within the thirty (30) mile zone.) Producer shall give prior no

e Union of the point so designated. With respect to any television series, such nt may be changed by Producer at the beginning of each season. Commencing side the ten (10) mile radius, a mileage allowance will be paid as provided c. The Union will not unreasonably refuse a request from the Producer that ormers report to a location which is a reasonable distance beyond the Los eles thirty (30) mile zone.

(b) Distances shall be clearly stated on the performer's uction time report.

(c) If, during the term of this Agreement, the International nce of Theatrical Stage Employes, through its collective bargaining ment, negotiates with Producer a more favorable mileage allowance than the going thirty cents ($.30) per mile allowance, then, in such event, from such forward, the Union will be entitled to the benefit of such increase.

(d) The mileage allowance may be paid as a portion of the former's payroll check, provided it is separately identified as such mileage bursement.

(e) The provisions of subparagraph B.(3)(a)(i) above shall matically terminate on June 30, 2004.

(4) When a performer is required to report for work in the studio other than at a studio, Producer shall pay for parking in a supervised public ng lot. If no such public parking is available, Producer will provide rvised or secured parking.

(5) With respect to studios situated in San Francisco, California, studio zone" shall include all territory within the radius of thirty (30) miles m the intersection of Market and Powell Streets.

C. Location and Overnight Location

Location shall mean any place of work not at the Producer's studio ich is outside the studio zone. Overnight location shall be any location where erformer is lodged or offered lodging by the Producer at or near the location

for one (1) or more nights, or any location which takes overnight to reach by ordinary means of transportation.

D. Near Location

A near location shall be any place which can be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation. If the Producer instructs the performer to fly to a location and the trip takes less than twenty-four (24) hours by air, the same shall be deemed to be near location.

E. Distant Location

A distant location shall be any place which cannot be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means transportation.

F. Place of Reporting and Dismissal

Except when already at an overnight location, performers shall be required to report only at the Producer's studio or within the studio zone, and to be dismissed only at the place of reporting within the studio zone or the Produc studio. When the performer is returning from such overnight location, he shall dismissed only at the Producer's studio or the place of reporting within the stud zone, and not at the overnight location. The provisions of this subsection F sh be subject to and shall not be deemed to limit the provisions of subsection U hereof.

G. Travel Time is Work Time

Except as otherwise provided in this Schedule, all time spent by an performer in traveling at the request of the Producer between any place at which he is required to and does report and any location, both to and from, shall be tra time and, as such, shall be work time, subject to all deductions, limitations and exceptions for which provision is made in this Agreement.

H. Maximum Travel Time

Time spent in traveling shall not be included as travel time or work me to the extent of more than eight (8) hours in any twenty-four (24) hours.

I. Intervening Time between Dismissal and Travel

(1) Time intervening between the completion of a performer's ork on any day and the commencement of travel on the same day shall be travel me except as otherwise provided in this Agreement.

(2) Travel to Overnight Location: Except as otherwise provided in is Agreement, the period of time intervening between the performer's dismissal the day and the commencement of travel to an overnight location on the same y shall be travel time.

(3) Travel from Overnight Location: The period intervening ween the performer's dismissal for the day and the commencement of travel on same day from an overnight location shall not be work time or travel time for purpose.

J. Travel on Seventh Day

The six (6) day week, as set forth in this Schedule, does not apply in case in which the performer travels seven (7) consecutive days, whether or not eventh day falls within the same week.

K. Location Expenses and Lodging

The Producer shall furnish reasonable transportation to and from ation and shall furnish reasonable meals, and (when the Producer requires a rformer to stay overnight), lodging to the performer on location. Separate rooms ill be provided to performers transported to overnight locations unless such parate rooms are not available.

In the event Producer believes that separate rooms will not be ailable at a particular location, Producer will notify the Union and the performer

prior to departure, with reasonable time for each to investigate to determine whether the foregoing requirement can be complied with by Producer.

L. Deduction of Allowable Meal Periods

Reasonable meal periods shall be given during traveling, and allowable meal periods of not less than one-half (½) hour nor more than one hour each shall be deducted from travel time, provided a reasonable meal is made available.

M. Deduction of Travel Time Otherwise Compensated For

Any travel time for which the performer is compensated as work time shall not be paid for as travel time.

N. Computation of Overtime Caused by Travel Time

On a day on which a performer travels only, the performer shall be compensated at a day of pay. On a day on which the performer travels and works, overtime caused by travel will be compensated at time and one-half and not at double time.

O. Travel Time re Distant Locations at Beginning or End of Performer's Term of Employment

The time spent in traveling to a distant location at the beginning of performer's term of employment shall not be work time or travel time for any purpose. The time spent in traveling from a distant location at the end of a performer's term of employment shall be travel time except as in this Agreement otherwise provided.

P. Transportation and Travel Time on Overnight Locations to and from Hotel or Camp

On overnight locations, the Producer shall provide transportation to and from the hotel or camp and, except as in this Schedule otherwise provided,

me to and from the hotel or camp shall be travel time. The rest period may be duced to ten (10) hours (under Section 14.D.(2)).

Q. Travel to or from Overnight Locations on Boat or Train Where eeping Accommodations are Provided

When more than one (1) night of travel, by ordinary means of nsportation, is required to reach a location, and the performer is given a berth boat or train, the time spent in traveling to or from such location shall not be k time or travel time for the purpose of computing the twelve (12) hour rest iod or for the purpose of computing the ten (10) hour day; it being agreed, wever, that time spent in traveling on the day of arrival at such location, after 0 a.m. of such day, shall be counted for the purpose of computing the ten (10) ur day if the performer works on such day and, provided further, that the rival between the completion of travel on such day and the commencement of k shall not be considered travel time or work time for any purpose. Nothing rein contained shall be construed to interrupt the performer's right to remain on ary if the performer is otherwise entitled thereto.

R. Overnight Trip to or from Location

When an overnight trip to or from location is required, and the same kes at least seven (7) hours to reach and the performer is given a berth on a boat rain, the time spent in such traveling to or from such location, whether at the ginning, during or at the end of the engagement, shall not be work time or travel e for the purpose of computing overtime and the rest period.

S. Travel on Holidays and the Seventh Day in the Workweek

(1) The holidays herein referred to are New Year's Day, Presidents' y, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the ay after Thanksgiving and Christmas Day.

(2) Travel to or from Location: When a freelance performer travels from location on the seventh day worked in the performer's workweek or on a day, such travel shall be deemed work time for purposes of premium pay and

performer shall be entitled to a straight time day, plus an additional one-half (½) day of premium pay as compensation for traveling on such day.

T. Travel Pursuant to Recall for Added Scenes, etc.

Any freelance performer living within the City of Los Angeles or its environs, who is outside such area when he is recalled by the Producer for any of the reasons set forth in Section 27 hereof (including performers who are entitled to the provisions of the following paragraph), shall be provided with transportation or reimbursed for the cost of transportation only, from the place where he is when recalled to the place designated by the Producer, by the particular mode of transportation specified by the Producer, regardless of any other mode of transportation the performer may actually use. Return transportation shall be furnished or the performer shall be reimbursed for such return transportation, as above set forth, only if the performer shall so return within one (1) week from the date of dismissal by Producer.

Any performer living within the City of Los Angeles or its environs, who is at a place beyond a radius of one hundred fifty (150) miles from the intersection of Beverly Boulevard and La Cienega, Los Angeles, California, when he is recalled by Producer for any of the aforesaid reasons, shall be placed on salary as of the day he is directed to and does report to the place designated by Producer, and shall remain on salary until dismissed, except for the provisions relating to sixth or seventh days in the workweek and holidays. If, after dismissal, the performer remains in this locality or delays his return, unless by the Producer's request, and is again recalled by the Producer, he shall not be entitled to any payment for the time intervening between his dismissal and his recall. The performer shall be entitled to travel time compensation based on the same rate for his principal engagement for the period of time, and only for the period of time, that is required in traveling to and from the said place designated by the Producer by the particular mode of transportation specified by the Producer, regardless of any other mode of transportation the performer may actually use. Such travel time compensation shall be computed in accordance with the travel time allowance provisions for day performers as provided for in Schedule A. The said travel time allowance for the performer's return to the place of original departure shall be paid only if the performer shall so return within one (1) week from the date of dismissal by Producer.

If the Producer designates the mode of transportation and the day of departure and the performer follows such directions, there shall be no lapse in payment for days intervening between end of travel and commencement of work.

In the event the Producer does not specify the mode of transportation, then the travel time allowance shall be based upon the most expeditious mode of transportation possible, including travel by commercial air lines. The performer need not fly, but if he elects not to fly when requested to do so, it shall not increase the travel time allowance as specified above.

There shall be no duty on the Producer to procure return transportation for the performer so long as Producer pays for the same.

To illustrate the foregoing, a performer, a resident of Los Angeles, is temporarily in San Francisco. Within three (3) months from the close of his principal engagement, he is recalled by the Producer as follows: On a Monday, the Producer directs the performer to report at the Los Angeles studio of Producer at 11:00 a.m. on the following Thursday for retakes. The performer elects to travel by train. He departs from San Francisco on Wednesday night, arriving at Los Angeles Thursday morning, and reports at 11:00 a.m. The Producer dismisses the performer at 2:00 p.m. on the same day. The performer elects to return to San Francisco by train. The performer shall be entitled to one (1) day of pay at the same rate as was paid for his original engagement, plus the cost of transportation by commercial airline.

Transportation shall mean first-class transportation.

In the foregoing example, if the performer had been dismissed at 6:00 p.m. with an hour off for lunch (six (6) hours work, four (4) hours travel), the performer would have been entitled to pay for one (1) day plus two (2) hours at time and one-half. The travel allowance contemplated by this paragraph shall entitle the performer to time and one-half. The performer shall not be entitled to a travel allowance of more than eight (8) hours in any period of twenty-four (24) hours; and the performer shall not be entitled to any travel time allowance for a period of travel for which he is otherwise paid.

When principal photography takes place in New York, the provisions of this subsection T. shall apply to performers living in New York and absent therefrom, and shall be applied to other cities in the same manner by analogy.

Any out-of-state performer who is recalled for any of the purposes specified in Section 27 hereof shall not be required to remain in this locality after dismissal unless he is carried on salary during the period he is so required to wait.

U. Engagement of Performers - Other Areas

(1) If a performer, residing or working in any area in which SAG maintains a branch, is brought to Producer's base or distant location in a different area of the United States for any purpose, the performer shall receive transportation and a $75 per day allowance from the time he commences travel at Producer's request until the time his salary commences.

(2) If Producer is photographing on a location in the United States and brings a performer to such location from anywhere in the United States, such performer shall be provided transportation to and from such location.

(3) Except as otherwise provided in subparagraphs (1) and (2) above, nothing herein contained shall prevent a Producer from engaging a performer outside of California (if such performer has not gone out of California for the purpose of evading this rule) to report in California or to report at any location and, in any such case, the Producer shall not be required to pay for or provide transportation of such performer to the place of reporting, or to pay such performer for any time spent in traveling thereto; nor shall the Producer be required to pay for or provide transportation of such performer at the end of the engagement back to the place where such performer was engaged, or to pay such performer for any time spent in traveling back to the place where such performer was engaged; such performer may be dismissed on location. This does not affect the second sentence of subsection B. of this Section 41.

V. General

(1) Nothing in this Section 41 shall be deemed to break the continuous employment of a freelance performer.

(2) This Agreement uses the expressions "reasonable transportation" and "first-class transportation." The terms are intended to be synonymous. The type of transportation required can best be illustrated by example: Bus transportation for a relatively short distance (Hollywood to Lake Arrowhead) meets these requirements; bus transportation for a long distance (Hollywood to San Francisco) does not. Pullman accommodations to San Francisco, or any other long distance, meet these requirements; deluxe transportation (*e.g.*, Super Chief) is not required. Transportation on a commercial airline without sleeper accommodations is first-class transportation. First-class transportation shall be provided on commercial airlines when the performer is required to fly at the request of the Producer. The foregoing shall apply to jet flights as well as to prop-driven aircraft. The foregoing shall not apply when first-class transportation is not available or six (6) or more of the company are being transported. Charter flights may be used which provide substantially equivalent accommodations. Notwithstanding the foregoing, first-class air transportation need not be provided with respect to auditions and interviews.

COMMENCEMENT OF TERM OF EMPLOYMENT AT NEAR OR DISTANT LOCATION

A. If the services of the performer at the commencement of the term of employment are to be rendered at a place which can be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation, then and in that event, compensation shall not begin to accrue to the performer until the performer's first appearance before the camera at such place or until the performer is first put on call at such place; provided, however, in any event, compensation must commence to accrue to the performer not later than twenty-four (24) hours after such place has been reached; and compensation shall accrue to the performer during the time reasonably required to return the performer to his proper place of dismissal. (Note Sections 41.U.(1) and (2) above.)

B. If the services of the performer, at commencement of the term of employment, are to be rendered at a place which cannot be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation, then and in that event, compensation shall not commence to accrue

to the performer during such travel period and prior to the performer's first appearance before the camera at such place, or prior to the time when the performer is first put on call at such place; provided, however, that in any event, compensation must commence to accrue to the performer not later than twenty-four (24) hours after such place has been reached; and compensation shall accrue to the performer during the time reasonably required to return the performer to his proper place of dismissal. (Note Sections 41.U.(1) and (2) above.)

43. GUARANTEE NOT AFFECTED BY ADDITIONAL DAY OF PAY

Whenever a performer receives an additional day or days of pay pursuant to the provisions of this Schedule, such additional day or days of pay shall not be deemed to reduce such performer's guaranteed employment or compensation.

44. INTERVIEWS AND AUDITIONS

A. A performer employed under Schedule B or C shall not be kept waiting for an interview or audition for more than one (1) hour after the time scheduled for the interview or audition. The type of interview or audition referred to is an interview or audition for a specific picture, not a general or get-acquainted type of interview. If the performer is more than five (5) minutes late, the above rule shall not be applicable. It is not the intent of this provision to limit the duration of the interview or audition itself. If a performer is detained for more than the permitted period, he shall be compensated for the excess time he is required to wait at his straight time hourly rate in one-half (½) hour units. If no salary has been agreed upon before the interview or audition, and if the performer and Producer cannot agree on the applicable salary, the salary rate at which such performer shall be compensated for such excess time shall be determined by conciliation and, if conciliation fails, by arbitration in accordance with the applicable provisions of the Basic Agreement. However, claims for violation of this subsection A. must be filed by the Screen Actors Guild not later than fifteen (15) days after the date of the alleged violation.

B. If parking space is not provided or readily available, Producer will validate or reimburse parking costs incurred by performers in connection with interviews.

C. The latest version of the script will be made accessible to the performer in the casting office twenty-four (24) hours in advance of a scheduled reading or immediately after the scheduling of the interview, whichever last occurs.

D. For scheduled interviews (other than general or get-acquainted type interviews) and auditions conducted and confirmed by the casting office (or, if Producer has no casting office, in the office of Producer's casting representative), sign-in sheets shall be required at the place where the performer is first directed to report. Copies of such sheets shall be kept by Producer for thirty (30) days and, during that time, such sheets will be made available to the Union upon request. The sign-in sheet shall indicate whether parking was provided.

Sign-in sheets for scheduled interviews and auditions shall include the following information: performer's name; social security number; name of role; performer's agent (if any); whether the interview or audition was videotaped; whether parking was provided; whether the script was available; actual call; waiting time; and performer's initials.

E. A person authorized to effectively recommend selection shall be present at any second or subsequent interview/audition for a specific role.

F. If a performer who has been individually interviewed or auditioned for a specific role desires to have the videotape of such interview or audition erased, the Producer will do so upon written request of the performer. If two (2) or more performers are so interviewed or auditioned together on the same videotape, the Producer will erase such tape upon the written request of all such performers. In either case, the erasure will take place after completion of the casting process.

G. In connection with auditions or interviews, Producer shall have the right to state its intention with respect to the terms and conditions of employment for the role. Performers who do not intend to accept such terms and conditions

shall nevertheless have the right to audition or interview and negotiate for better terms and conditions at the time of hiring.

SCHEDULE D

MULTIPLE PICTURE PERFORMERS RECEIVING $4,400 OR LESS PER WEEK AND GUARANTEED LESS THAN $32,000 PER TELEVISION PICTURE OR RECEIVING $5,500 OR LESS PER WEEK AND GUARANTEED LESS THAN $60,000 PER THEATRICAL PICTURE ($5,500 OR LESS PER WEEK AND GUARANTEED LESS THAN $65,000 PER THEATRICAL PICTURE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002)

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SCHEDULE D

MULTIPLE PICTURE PERFORMERS RECEIVING $4,400 OR LESS PER WEEK AND GUARANTEED LESS THAN $32,000 PER TELEVISION PICTURE OR RECEIVING $5,500 OR LESS PER WEEK AND GUARANTEED LESS THAN $60,000 PER THEATRICAL PICTURE ($5,500 OR LESS PER WEEK AND GUARANTEED LESS THAN $65,000 PER THEATRICAL PICTURE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002)

1. DEFINITION

A multiple picture performer, for the purposes of this Schedule D, is a performer who is employed for two (2) or more pictures per year, whose contract with respect to services in the production of motion pictures is non-exclusive, and, in addition, (A) whose compensation for any television motion picture is at the rate of $4,400 or less per week or equivalent compensation on a picture or other basis, and who is guaranteed less than $32,000 per television picture; and (B) whose compensation for any theatrical motion picture is at the rate of $5,500 or less per week or equivalent compensation on a picture or other basis, and who is guaranteed less than $60,000 per theatrical picture (less than $65,000 per theatrical picture with respect to contracts entered into on or after January 1, 2002). A multiple picture performer contract may be for a period of years, provided that the contract calls for at least two (2) pictures in any yearly period.

2. MINIMUM COMPENSATION

The minimum salary for a multiple picture performer shall be $2,206 per week for the period July 1, 2001 through June 30, 2002; $2,272 per week for the period July 1, 2002 through June 30, 2003 and $2,352 per week for the period July 1, 2003 through June 30, 2004.

W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on the first day of employment.

W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law.

3. INCORPORATION OF SCHEDULE B - EXCEPTIONS

Reference is made to Schedule B of this Agreement; each of the provisions of Schedule B is incorporated in this Schedule except:

(1) Sections 1, 2, and 3;

(2) The requirement to designate the role, the photoplay, and the starting date; and

(3) Section 42, **"Emergency Suspension or Termination,"** and Section 43, **"Resumed Production after Termination,"** when the multiple picture performer is guaranteed $10,000 or more for his services in a photoplay.

4. SCHEDULE D INCLUDED IN INDIVIDUAL CONTRACTS

It is agreed that the conditions of this Schedule, including the incorporation by reference in Section 3 hereof, shall become a part of the contract with the multiple picture performer to whom this Schedule applies.

5. REPLACEMENT OF PERFORMER

In the event that a performer is replaced in the role, the performer, or performer's agent, shall be notified of this fact at the time of the replacement.

SCHEDULE E

CONTRACT PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS $4,400 OR LESS PER WEEK FOR TELEVISION MOTION PICTURES OR WHOSE WEEKLY GUARANTEED SALARY IS $5,500 OR LESS PER WEEK FOR THEATRICAL MOTION PICTURES

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SCHEDULE E

CONTRACT PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS $4,400 OR LESS PER WEEK FOR TELEVISION MOTION PICTURES OR WHOSE WEEKLY GUARANTEED SALARY IS $5,500 OR LESS PER WEEK FOR THEATRICAL MOTION PICTURES

1. DEFINITION

A contract performer is a performer employed under a contract for television motion pictures or theatrical motion pictures or both (in which latter case such contracts are sometimes referred to as "combination term contracts"), which contract is for a term of at least ten (10) out of thirteen (13) weeks and which may not specify any role, picture or series, unless otherwise requested by the performer and approved by the Union. The Union agrees it will liberally grant waivers in the event of such request. The Producer and the performer may agree on any overall term of hiring in excess of ten (10) guaranteed weeks, provided that the guaranteed number of weeks is in the same proportion to the overall period as ten (10) out of thirteen (13)."

2. CLASSIFICATIONS OF CONTRACT PERFORMERS - TERM CONTRACT

A. When a performer is employed for two (2) or more pictures per year or other specified period (hereinafter referred to as the "employment period") and the contract is exclusive with respect to his services in the production of motion pictures, the performer shall be classified, for the purpose of this Agreement, as a "term contract performer" and his classification as a term contract performer with respect to "hours" shall be determined in accordance with the following formula:

The total guaranteed compensation of the performer shall be divided by the proportionate number of weeks in the employment period that forty (40) bears to fifty-two (52). For example: if the employment period is one year, the guaranteed compensation shall be divided by forty (40) weeks; if the employment

period is six (6) months, the guaranteed compensation shall be divided by twenty (20) weeks, etc. If the resulting figure reflects a compensation of more than $4,400 per week for television motion pictures or more than $5,500 per week for theatrical motion pictures, the provisions of Schedule F shall apply to the employment. If the resulting figure is $4,400 per week or less for television motion pictures or $5,500 per week or less for theatrical motion pictures, the provisions of Schedule E shall apply to the employment.

When a performer who, under the above formula, has been classified so as to receive the provisions of Schedule E receives compensation in addition to his minimum guaranteed compensation, which additional compensation, when added to his total minimum guaranteed compensation and divided by the said proportionate number of weeks in the employment period, would raise the performer above the $4,400 breaking point for television motion pictures or above the $5,500 breaking point for theatrical motion pictures, then such performer, from that time forward, shall receive the provisions of Schedule F instead of Schedule E for the balance of the employment period in question. The so-called "breaking point" for a performer whose employment period is one (1) year shall be $100,000; for an employment period of six (6) months, $50,000; for an employment period of three (3) months, $25,000, etc.

B. The employment period of ten (10) out of thirteen (13) weeks may not be used in the same term contract except during the first year; thereafter, the contract shall guarantee a minimum period of employment of twenty (20) out of twenty-six (26) weeks. This subsection is subject to Section 12(c) of the 2001 Screen Actors Guild Television Agreement.

3. SCHEDULE E INCLUDED IN INDIVIDUAL CONTRACTS

It is agreed that the terms, conditions and exceptions of this Schedule shall become a part of the contract of a contract performer while he is receiving $4,400 or less per week for a television motion picture or is receiving $5,500 or less per week for a theatrical motion picture.

W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on the first day of employment.

W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law.

4. MINIMUM SALARY OF CONTRACT PERFORMERS

The minimum weekly salary for contract performers, other than "beginners," is as follows:

If performer is guaranteed ten (10) but no more than nineteen (19) weeks - $1,893 for the period July 1, 2001 through June 30, 2002; $1,950 for the period July 1, 2002 through June 30, 2003; and $2,018 for the period July 1, 2003 through June 30, 2004.

If performer is guaranteed twenty (20) or more weeks - $1,576 per week for the period July 1, 2001 through June 30, 2002; $1,623 for the period July 1, 2002 through June 30, 2003; and $1,680 for the period July 1, 2003 through June 30, 2004.

5. COMBINATION TERM CONTRACTS

A. Performer employed under a combination term contract and used in a television series in a continuing role:

(1) If a performer is used in a continuing role in a one-half (½) hour television series, he shall be adjusted for the duration of such services to the series contract salaries and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates.

(2) If performer is used in a continuing role in a one (1) hour or one and one-half (1½) hour television series, he shall be adjusted for the duration of such services to the weekly freelance salary rate and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates, it being understood in this connection that such adjustment shall not result, with respect to his services in any episode in such series, in his receiving less than a week of freelance salary.

(3) If Producer uses the performer in a greater number of episodes than the number of weeks of employment guaranteed under this subsection A., or in a combination of this provision and subsection B. below, the performer shall be paid the weekly freelance salary and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates for each additional episode in which his services are used. If the performer is employed beyond the guaranteed period of employment, he shall be paid an amount equal to the weekly freelance salary for each additional week or episode, whichever is the greater.

B. Performer employed under a combination term contract and used in a television episode, but not a continuing role:

(1) A term performer who is guaranteed a minimum of twenty (20) out of twenty-six (26) weeks, who works in a television episode or episodes, but who does not have a continuing role in a series, shall not be used in more than fifteen (15) television episodes during such period. If he is used in more than fifteen (15) such episodes, he shall be paid an additional week of salary and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates for each such additional episode.

(2) A term performer who is guaranteed a minimum of ten (10) out of thirteen (13) weeks, who works in a television episode or episodes but who does not have a continuing role in a series, if used in more than seven (7) such episodes, shall be paid an additional week of salary and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates for each such additional episode.

(3) If such performer is used beyond the guaranteed period of employment, he shall be paid an amount equal to his weekly salary for each additional week or episode, whichever is greater.

(4) For all such term performers who do not appear in a continuing role, the applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates per episode shall be based on the applicable weekly rate.

C. Applicable television weekly freelance salary, series contract salary, rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates referred to above are those rates provided by the applicable Screen Actors Guild Television Agreement in effect when such services were rendered in such television films.

D. When a term contract performer is assigned to regular employment in television and Producer avails himself of the layoff rights provided for term contract performers, Producer may not also exercise its hiatus rights provided in the collective bargaining agreement covering the employment of term contract performers in television.

E. A separate clause shall be inserted in all combination term contracts, specifying separate compensation for services, reruns, theatrical exhibition, Supplemental Market and basic cable use and foreign telecasting of television motion pictures for each contract term or option period.

F. No advance payments may be made for reruns, theatrical, or foreign telecast rights nor may overscale salary be credited against any sums due the performer under the contract. As to term contracts in existence on February 1, 1960 providing for advances against reruns, no such advances may be applied against reruns, except reruns of episodes made within the contract period or option term during which such advances were made.

G. Other Conditions for Combination Term Contracts

(1) If a performer employed under a combination term contract performs, in any single employment week during such term, services in rehearsals or recordings or before the camera, in both a television motion picture film and a theatrical motion picture film hereunder, such performer shall receive, as additional compensation for such week, an amount not less than the applicable weekly term contract minimum.

(2) If a performer under a combination term contract renders services in any single employment week in principal photography in either a television motion picture or a theatrical motion picture and also renders servic such week in retakes, added scenes, sound track, process shots, transparencies trick shots, trailers, changes or foreign versions of the photoplay (hereinafte referred to as "retakes, etc."), in the other field, such performer shall be paid, in addition to his weekly term contract salary, one-fifth (1/5) of the minimum ter contract weekly rates for each day on which he renders services on such retake etc.

(3) If the performer renders services in any week in both a television motion picture and a theatrical motion picture, he shall be paid as in subsection G. provided, even though he is also placed on layoff at any time du such week.

(4) If a performer who is on layoff is recalled for retakes, etc. either television motion pictures or theatrical motion pictures, or both, he shall paid one-fifth (1/5) of the minimum term contract weekly rates for each day in each field on which he renders such services.

(5) If a performer renders services in either a television motion picture or a theatrical motion picture in any week and also renders services in retakes, etc. in the same week in the other field, and is placed on layoff prior to end of such week, he shall be paid, in addition to the weekly salary due, an am equal to one-fifth (1/5) of the minimum term contract weekly rates for each day which he renders services in such retakes, etc.

(6) When a performer employed under a combination term cont renders services in any week in both theatrical motion pictures and television motion pictures, for the purpose of determining whether Schedule E or Schedu applies and making the computations therein, the performer's weekly salary for such week shall be deemed to be his aggregate weekly salary, as herein provided.

BEGINNERS

A. Definition

A "beginner" is defined as:

(1) A person under the age of thirty (30) with no professional ience as a performer prior to a date twelve (12) months before the mencement of the term of his employment and, for such person, chorus work ckground actor work, even though he was adjusted as a background actor for king lines, shall not constitute professional experience as a performer; or

(2) A person thirty (30) years of age or over who has had no ssional experience as a performer prior to the commencement of the term of ployment and, for such person, chorus work or background actor work shall itute professional experience as a performer.

For the purpose of the foregoing definitions, little theatre work not be considered to be professional experience as a performer.

(3) A person employed as a beginner under a term employment ract shall not, for the purpose of the minimum compensation provisions of this graph, continue to be a beginner under such employment contract after the ration of twelve (12) months from the commencement of the term of such ployment contract. If a person has been employed as a beginner under a term ployment contract, such person may not, after the expiration of twelve (12) nths from the date of the commencement of the term of such employment ract, be again employed as a beginner by the same or any other Producer less a waiver is obtained from the Union.

B. Minimum Salary

For the first six (6) months - $848 per week for the period July 1, 01 through June 30, 2002; $873 per week for the period July 1, 2002 through ne 30, 2003; and $904 per week for the period July 1, 2003 through June 30, 04.

For the second six (6) months - $949 per week for the period July 1, 2001 through June 30, 2002; $979 per week for the period July 1, 2002 through June 30, 2003; and $1,011 per week for the period July 1, 2003 through June 30, 2004.

C. Employment in Television or Theatrical Pictures

A beginner used by Producer in a television motion picture shall be adjusted to the non-beginner's applicable term contract rates and adjustments, if any, herein provided, for the time he performs such services in such television motion picture and to the applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates.

If Producer uses a beginner in a theatrical motion picture produced by Producer, or in which Producer has a financial interest, the performer shall remain a beginner.

D. Loan-outs

A beginner loaned-out to a television Producer for a television motion picture in which Producer has no financial interest shall be paid the television freelance rate during the time he performs such services and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates. When he returns to Producer, he returns as a beginner.

A beginner who is loaned-out to a television Producer for a television motion picture in which Producer has a financial interest shall be paid at the weekly rate specified in Section 4 of this Schedule for the time he performs such services and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates. When he returns to Producer, he returns as a beginner.

A beginner loaned-out for a theatrical motion picture remains a beginner during such services.

7. RATE NOT SPECIFIED

Whenever this Schedule states that a performer shall receive compensation for work done before he is employed, if he is not employed, and no rate is specified in this Schedule, such compensation shall be computed upon the agreed rate of compensation, if there was such an agreed rate of compensation and, if not, upon the performer's established compensation. Disputes between the performer and the Producer under this provision are subject to conciliation and arbitration.

8. THE PERFORMER'S WORKWEEK: STUDIO FIVE (5) DAY WEEK; OVERNIGHT LOCATION WEEK

A. Definitions - General

(1) An "overnight location workweek," as used herein, shall be deemed to be a workweek consisting of six (6) overnight location days or six (6) days of any combination of studio and overnight location days, which combination includes a sixth day overnight location day.

Any workweek other than such an overnight location workweek, for the purposes of this Section, shall be deemed to be a "studio workweek." The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

(2) An "overnight location day," as used herein, shall be deemed to mean any of the following days, if the performer is on salary that day, as provided in the Basic Agreement:

(a) Any day spent or worked by the performer on an overnight location or on an exploitation tour;

(b) The day of departure for such location (provided the performer does not actually work in the studio on such day);

(c) The day of return from such location (provided the performer does not actually work in the studio on such day);

(3) For all purposes, the performer's weekly base rate shall be his weekly rate of salary as specified in his contract; the performer's straight time hourly rate shall be one forty-fourth (1/44) of his weekly base rate.

B. Studio Five (5) Day Workweek

(1) The performer's studio workweek shall be a five (5) day workweek.

(2) The regular studio workweek shall be forty-four (44) cumulative hours commencing with the first day of the performer's workweek; weekly overtime shall be at one and one-half (1½) times the straight time hourly rate for hours worked in excess of forty-four (44) hours in such workweek, except as otherwise provided in Section 11, entitled **"Overtime."**

(3) Work on Six (6) or Seven (7) Days in the Workweek

If the performer works on six (6) or seven (7) days in the workweek and performer is on a studio workweek, he shall, in each case, be entitled to premium pay in accordance with the following rules:

(i) The performer shall receive a premium of an additional one-half (½) day of pay for the sixth day worked if the performer works six (6) days within a studio workweek. The performer shall receive a premium of an additional day of pay for the seventh day worked if the performer works seven (7) days within a studio workweek (in addition to the one-half day of premium pay for the sixth day worked in the workweek).

The following are examples of the foregoing:

(1) If the performer works seven (7) days in his workweek, he shall be entitled to an additional two (2) days of pay for work beyond five (5) days plus one and one-half (1½) days of premium pay or a total of eight and one-half (8½) days of pay. Hours worked on such sixth and seventh days

shall not be included in calculating performer's forty-four (44) hour week and the other five (5) days in the week will constitute the workweek for such purpose.

(2) If the performer works six (6) days in his workweek, he shall be entitled to an additional day of pay for work beyond five (5) days plus one-half (½) day of premium pay, or a total of six and one-half (6½) days of pay. Hours worked on such sixth day, to and including ten (10) hours, shall be included in calculating performer's forty-four (44) hour week.

(ii) Notwithstanding the foregoing provisions of subparagraph (i) above, a sixth day worked on an overnight location shall not be a premium day.

(iii) For work time in excess of ten (10) hours on any sixth or seventh day in a workweek for which the performer receives a premium of one-half (½) day of pay or one (1) day of pay as above provided, the performer shall receive double the weekly straight time hourly rate, including overtime caused by make-up, hairdress, wardrobe or fittings.

(iv) If the time included in calculating the performer's forty-four (44) hour week, as above provided, exceeds forty-four (44) hours, such excess time shall be paid for in one-tenth (1/10) hour units at the rate of one and one-half times the weekly straight time hourly rate, or at the rate of straight time to the extent the same is caused by make-up, hairdress and wardrobe.

C. Overnight Location Six (6) Day Workweek

(1) The overnight location six (6) day workweek shall be forty-eight (48) cumulative hours, commencing with the first day of the performer's workweek, which forty-eight (48) hours include an additional four (4) hours overtime at the straight time hourly rate (whether worked or not).

(2) If the time included in calculating the performer's forty-eight (48) hour week, as above provided, exceeds forty-eight (48) hours, such excess time shall be paid for at the rate of one and one-half times the weekly straight time hourly rate, except as otherwise provided in Section 11, entitled **"Overtime."**

(3) Work on Seven (7) Days in a Workweek

(a) If a performer works seven (7) days in an overnight location workweek, he shall be entitled to a premium of an extra day of pay for the seventh day of work within his workweek.

(b) For work time in excess of ten (10) hours on any seventh day, for which the performer receives a premium of one (1) day of pay as above provided, the performer shall receive double the weekly straight time hourly rate, including overtime caused by make-up, hairdress, wardrobe or fittings.

(c) If the time included in calculating the performer's forty-eight (48) hour week, as above provided, exceeds forty-eight (48) hours, such excess time shall be paid for in one-tenth (1/10) hour units at the rate of one and one-half times the weekly straight time hourly rate, or at the rate of straight time to the extent the same is caused by make-up, hairdress and wardrobe.

D. Premium Days – Holiday Weeks – "Hold" Days

A Schedule E performer shall be treated as having worked six (6) days in a studio workweek (seven (7) days in an overnight location workweek), and shall be entitled to payment for the sixth day worked in a studio workweek (the seventh day worked in an overnight location workweek), whenever a holiday falls on a regularly-scheduled work day and the performer is required to work five (5) days in the holiday week in a studio workweek (six (6) days in the holiday week in an overnight location workweek).

Whenever a performer is paid for a day or days not worked by reason of consecutive employment rules (a "hold day") in a week during which the performer also works, the performer shall be considered to have worked on the "hold day(s)" for purposes of determining whether the performer is entitled to premium pay for a sixth or seventh day worked. As an example, if the sum of the number of hold days and the number of days worked by the performer in a studio workweek equals six (6), then the sixth day (whether worked or a hold day) shall be paid as a sixth day worked. Similarly, if the sum of the number of hold days and the number of days worked by the performer in the workweek equals seven

(7), then the seventh day (whether worked or a hold day) shall be paid as a seventh day worked.

E. Shift in Workweek

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to commencement of that workweek.

F. Time of Call

If the performer's first call on the set on the last day of the workweek (whether performer is on a studio five (5) day week or on an overnight six (6) day week), is 6:00 p.m. or thereafter, the work past midnight to time of dismissal shall not be counted as work on the sixth or seventh day, as the case may be, for the purpose of this Section, even though the performer may have been called earlier than 6:00 p.m. for travel, make-up, wardrobe, hairdress and the like.

G. No Compounding

There shall be no compounding of the foregoing premiums and the penalty or premium prescribed by Section 12 insofar as the same relates to the thirty-six (36) or fifty-six (56) (or fifty-four (54)) hour rest period, or Section 26, entitled "Work on Holidays, or on Six (6) or Seven (7) Days in a Workweek;" it being understood that if, for example, a performer works seven (7) days in a studio

workweek, he shall be entitled to only eight and one-half (8½) days of pay plus overtime, if any.

H. Union Branches

Any area in which the Union maintains a branch shall be deemed a five (5) day workweek area for performers employed in such area, when principal photography for a picture is substantially photographed in such area. The scope of such areas is defined in General Provisions, Section 14, entitled **"Preference of Employment."**

9. HOURS PER DAY; WORK PAST MIDNIGHT

If the performer is working at midnight of any day, then his hours of work for such day shall be computed until the performer has been dismissed subsequent to midnight, subject to all exceptions and deductions provided for in this Schedule. Hours of work for the following day shall, except as otherwise provided in this Schedule, be computed from the time the performer, after having been so dismissed subsequent to midnight, is next required to and does report. Daily overtime shall only commence to accrue after ten (10) hours of work time, as particularly provided in Section 11 hereof.

Subject to the overtime provisions, when the total engagement for any of the performer's services is night work and when the last day of such week goes past midnight, the work past midnight does not count as an additional day. For this purpose, night work is defined as a call for 4:00 p.m. or later. In any event, work past midnight into a premium day (*i.e.*, work past midnight into the sixth or seventh day worked in the performer's workweek or a holiday) shall not require the payment of a premium.

10. DAILY RATE OF COMPENSATION; PRORATING

Whenever it is necessary to prorate the workweek in order to determine additional day of pay, such prorating shall be on the basis of one-fifth (1/5) of performer's weekly base rate for either the studio or overnight location work

ever, such proration shall not in any manner change the performer's weekly rate for either the studio or the overnight location workweek.

With respect to prorating the performer's workweek for the purpose of ing the performer at the end of a payroll week, that portion of performer's workweek which is part of such payroll week shall be prorated on the basis one-fifth (1/5) of the weekly base rate for each such day (excluding the sixth seventh days) in that payroll week. This is exclusive of any overtime or mium pay, if any, due in such performer's workweek.

In any event, when a performer is guaranteed a fixed compensation on a ire or term basis, such fixed amount shall not be exceeded by reason of the unt of proration accruing in the final payroll week of the respective period or ire involved.

Weekly overtime shall not be prorated except on a fractional week at the the performer's engagement; weekly overtime shall only be computed on sis of performer's week, as fully set forth in Section 11, **"Overtime."**

OVERTIME

A. Rate

Except as otherwise provided by the provisions of this Schedule E:

(1) Daily Overtime

Two (2) times the straight time rate for time worked in excess 0) hours in any day. Time paid for as daily overtime is not to be included puting weekly overtime.

(2) Weekly Overtime

(a) With respect to a performer on a studio five (5) day, our (44) hour workweek, one and one-half times the straight time rate for rked in excess of forty-four (44) hours in the week of such performer.

(b) With respect to performers on an overnight location six (6) day, forty-eight (48) hour workweek, such workweek shall include an additional four (4) hours overtime (4/44) at the straight time hourly rate, whether worked or not. Weekly overtime shall be paid at one and one-half times the straight time hourly rate for time worked in excess of forty-eight (48) in such workweek.

(3) Travel Time

To the extent that any weekly or daily overtime is caused by travel time at the beginning or at the end of the day, such overtime shall be computed as provided in Section 32 relating to travel time.

(4) Make-up, Hairdress, Wardrobe, Fittings

For the purpose of computing premium pay for overtime, whether daily or weekly, to the extent that such overtime is caused by make-up, hairdress, wardrobe or fittings, it shall be paid for in hourly units, except to the extent and in the manner provided by Sections 8.B.(3)(iv), 8.C.(3)(c), and 26.B. of this Schedule.

B. Units of Overtime and Computation

All overtime shall be computed in units of one-tenth (1/10) hour.

For the purpose of accumulating the number of hours worked during any week, the number of hours worked each day during such week shall be accumulated on the basis of six (6) minute units; there shall be excluded all time during such week for which any daily overtime compensation shall be payable to such performer. For the purpose of computing such overtime, such performer's week in each instance shall commence on the day of the week on which such performer is first placed on salary. In case of any suspension or interruption of such performer's employment at any time for seven (7) consecutive days or more for any reason whatsoever, such performer's week shall thereafter commence with the day of the week when he is again placed on salary.

C. Partial Workweek

When compensation is payable for less than a full workweek, the number of hours worked shall be prorated on a forty-eight (48) hour basis when performer is on an overnight location six (6) day week, and on a forty-four (44) hour basis when performer is on a studio five (5) day week. To illustrate the foregoing, if the final fractional week of a performer's employment on an overnight location six (6) day week consists of Thursday, Friday and Saturday, overtime shall be computed only as to the period beyond twenty-four (24) hours. As a further illustration, on such six (6) day basis, if the final fractional week of a performer's employment consists of Friday, Saturday and Sunday, overtime shall be computed only as to the period beyond twenty-four (24) hours.

D. Effect of Error in Computation

Any failure through error to pay all or any part of overtime compensation shall give the performer no right except to collect the amount so unpaid.

E. Date When Due

The overtime accruing under the provisions of this Section shall be payable not later than the studio pay day of the calendar week next following the termination of the performer's week in which such overtime accrues.

F. Guaranteed Employment not Affected

Whenever a performer receives overtime or an additional day of pay pursuant to the provisions of this Schedule, such overtime or additional day of pay shall not be deemed to reduce such performer's guaranteed employment or compensation.

G. Retakes, Added Scenes, Etc.

When a contract performer works more than ten (10) hours in a day, more than forty-four (44) hours in a studio workweek or more than forty-eight hours in an overnight location workweek, and during such day or week has

performed services in retakes, added scenes or changes in a photoplay, then the provisions of this Section shall be construed with the provisions of Section 22 of this Schedule E.

12. REST PERIOD

A. Twelve (12) Hour Rest Period

The performer shall be entitled to a twelve (12) hour consecutive rest period from the time he is finally dismissed until his first call thereafter, whether for make-up, wardrobe, hairdress or any other purpose. However, for a performer employed on a theatrical motion picture, the rest period may be reduced to eleven (11) hours on any two (2) consecutive days in an overnight location workweek.

B. Thirty-Six (36) Hour Rest Period

The performer shall be entitled to one rest period in each week of thirty-six (36) consecutive hours; provided, however, that if the performer is not required to work on the twenty-four (24) hours constituting the first day of any workweek and has not worked for Producer during the twelve (12) hours immediately preceding such day, or if the performer is not required to work on the twenty-four (24) hours constituting the last day of any workweek and does not work for the Producer during the twelve (12) hours immediately succeeding such day, then the thirty-six (36) hour rest period requirement shall be satisfied regardless of the fact that twelve (12) hours thereof may be in the preceding or succeeding week. When the performer works on seven (7) days in any week and is paid, in addition to his base pay, extra pay therefor, the performer need not be given a thirty-six (36) hour rest period for such week, but must continue to receive his twelve (12) hour rest periods.

C. Fifty-Six (56) Hour Rest Period

When the performer is given two (2) consecutive days off during a studio workweek, the thirty-six (36) consecutive hour rest period shall be increased to fifty-six (56) consecutive hours. However, when there is night shooting consisting primarily of exterior photography and the performer's call is

not earlier than 3:00 p.m. and he is dismissed in the studio at or before midnight on the fifth day of the workweek, such fifty-six (56) hour rest period, if otherwise applicable, may be reduced to fifty-four (54) hours.

In lieu of the fifty-six (56) hour rest period, the performer may be given a fifty-four (54) hour rest period when the call time for the first day of the new workweek following the rest period is not earlier than 6:00 a.m.

D. The above provisions regarding the rest period shall be subject to the following exceptions:

(1) When the Producer is photographing on a location other than an overnight location, the twelve (12) hour rest period may be reduced to ten (10) hours if exterior photography is required on such location on the day before and the day after such reduced rest period. When such reduction is allowed on any day by reason of exterior photography on a nearby location, it may not be again allowed until after three (3) consecutive days have intervened.

(2) When a performer arrives at his place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period with respect to the first call following such arrival may be ten (10) hours instead of twelve (12) hours, but the first call must be at the place of lodging.

(3) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the performer is given a berth on a boat or train for each night of traveling, the time spent in such traveling, to or from such location, shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period.

(4) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the performer is given a berth on a boat or train, or if the performer elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period.

(5) The first call at the lodging for work (including make-up, hairdress, wardrobe or travel) determines the time of first call for the next day for the purpose of computing the rest period.

E. The performer may waive the rest period without the Union's consent but, if he does so, he shall be entitled to an automatic penalty of one (1) day of pay or $950, whichever is the lesser sum. A performer may be required to waive the rest period if the violation, in case of the twelve (12) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. The performer may in any case be required to waive the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period. In any case in which the performer waives either rest period, the penalty of one (1) day of pay, not exceeding $950, shall be automatically incurred. The penalty may not be waived without the consent of the Union.

F. Whenever it is provided in this Schedule that there shall be no compounding of any premium pay and the penalty for breach of the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period, it is expressly understood that the twelve (12) hour rest period between calls, and the penalty for violation thereof, remains in effect.

G. Any performer who is required to travel by air in excess of four (4) scheduled hours to a location may not be called for work without a ten (10) hour rest period. The ten (10) hour rest period shall commence from the time of arrival at the hotel, provided the performer goes directly to the hotel designated by the Producer. Failure to provide such ten (10) hours constitutes a rest period violation.

13. WORK TIME

A. For the purpose of ascertaining and computing hours of work, rest period and overtime, the period from the time the performer is required to and does report as directed, until the time such performer is finally dismissed for the day, shall constitute work time, continuously and without interruption, except as follows:

(1) Allowable meal periods, as provided by Section 15;

(2) Tests and auditions, as provided by Section 17;

(3) Study of lines or script, to the extent provided by Section 18;

(4) Story, song and production conferences, to the extent provided by Section 19;

(5) Interviews for publicity purposes, as provided by Section 20;

(6) Publicity stills, to the extent provided by Section 21;

(7) Make-up, hairdress, wardrobe and fittings, to the extent provided by Section 14;

(8) Retakes, added scenes and changes in a photoplay, to the extent provided by Section 22;

(9) Tours and personal appearances, to the extent provided by Section 23;

(10) Travel time, to the extent provided by Section 32.

B. Any period during which the performer fails or refuses or is unable because of disability to render services, and any period during which the performer at his own request is excused from rendering services, shall not be work for any purpose.

C. After such a performer has been employed and after the starting date of such employment, none of the provisions of this Section shall derogate from his right to receive salary, except:

(1) under the circumstances provided in subsection B. above;

(2) if the performer is on layoff;

(3) if the performer is under suspension;

(4) if, pursuant to the provisions of his individual contract, he is otherwise not entitled to receive salary;

(5) under the circumstances provided in Section 24.D. of this Schedule E;

(6) for body doubles; however, body doubles shall be paid for intervening days or on overnight location when required to remain at such location by the Producer;

(7) for days off during a break of up to two (2) weeks, which break includes the Christmas and New Year's holidays; or

(8) in connection with a day (or days) intervening between workdays on one part of a multi-part closed-end series for which the performer is otherwise employed or paid for work on another part of the multi-part closed-end series.

14. MAKE-UP, HAIRDRESS, WARDROBE

A. The Producer may require any performer to report made up, with hairdress and in wardrobe, without assistance from the Producer and, in such case, any time spent by the performer therein prior to the performer's first call shall not be work time for any purpose, but the Producer may not have the performer do any such preparation at any place designated by the Producer.

Any performer to whom Producer supplies the services of a make-up artist for make-up, or hairdresser for hairdressing, shall be considered to have a call for make-up or hairdress, as the case may be, and the time so spent shall be work time.

The mere fact that a dressing room is furnished the performer, to which he is not directed to report, is not a designation of a place for preparation. In the case of wardrobe, for this paragraph to apply, the performer must be either

llowed to take home the wardrobe, or must be furnished a dressing room and the ardrobe must be available to the performer in the dressing room. Any call by the roducer for make-up, hairdress or wardrobe is a call to work and not within the xception made within this subsection.

B. When the performer has reported pursuant to the direction of roducer for make-up, hairdress, wardrobe or fittings, the time so spent shall be ork time, but to the extent that overtime, whether daily or weekly, is caused by ake-up, hairdress, wardrobe or fittings, such overtime shall be paid for as rovided in Section 11 hereof. When other than ordinary make-up, hairdress or ardrobe requires assistance in the removal thereof, such removal time shall be ork time.

When performer is not otherwise on compensable work time, erformer shall be compensated for up to fifteen (15) minutes of time spent in the emoval of ordinary make-up, hairdress or wardrobe at the applicable overtime ate. Such compensation shall be based on actual time and shall not trigger dditional one-tenth hourly increments of pay. Such removal time shall not be onsidered in computing rest period violations or other premiums or penalties.

C. If any special hairdress necessitating an expenditure is required by roducer, Producer shall either furnish such hairdress or Producer may designate acilities for the procurement of such hairdress and reimburse performer for mounts expended.

D. Wardrobe supplied by the performer, which is damaged in the course f employment, shall either be repaired by Producer, or repaired at the expense of roducer at facilities designated by Producer, provided that notice of such damage s given to Producer prior to the termination of the performer's employment.

E. Fittings before the employment of a contract performer shall not be ounted as work time for any purpose. Fittings after employment shall be work ime for such performers. Fittings during the consecutive layoff of a contract erformer shall be deemed to break such layoff, unless a waiver is obtained from he Union.

F. There shall be a voucher provided at all wardrobe fittings to be signed by the performer indicating time in and time out.

15. MEAL PERIODS

A. Allowable meal periods shall not be counted as work time for any purpose. A meal period shall not be less than one-half (½) hour nor more than one (1) hour in length. The performer's first meal period shall commence within six (6) hours following the time of his first call for the day; succeeding meal periods of the same performer shall commence within six (6) hours after the end of the preceding meal period. There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty, provided that the six (6) hour period between meals has not been extended as permitted by the following sentence. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If, on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if the delay is caused by common carriers such as railroads, there shall be no penalty for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no penalty for the violation; but if such delay shall continue beyond one-half (½) hour, work shall cease and the time intervening between such cessation of work and the meal period shall be work time.

The performer shall be entitled to 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 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 the 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.

If, by reason of a long make-up, wardrobe or hairdress period of a performer, application of the rule would require calling a meal period for such performer at a time earlier than that required for the rest of the set, Producer shall

not be required to call such meal period if food, such as coffee and sandwiches, is made available to such performer before the time for his set call, it being understood that no deduction shall be made from work time for such period; it is further understood, however, that such performer shall be given a meal period within six (6) hours from the time such food is made available to the performer.

Outside the studio, when the crew is provided a meal or a meal allowance (as distinguished from *per diem* or penalty), the performers (other than those receiving a *per diem* allowance for meals on overnight locations) will be provided either a meal or a meal allowance when they have satisfied the same terms and conditions for entitlement to such meal or meal allowance as the crew.

B. The following amounts shall be paid to performers for meal period violations:

(1)	For the first one-half (½) hour or fraction thereof:	$25.00 per performer
(2)	For the second one-half (½) hour or fraction thereof:	$35.00 per performer
(3)	For the third one-half (½) hour and each additional one-half (½) hour or fraction thereof:	$50.00 per performer

16. DRESSING ROOMS

A. See General Provisions, Section 21.

B. Whenever a performer is required by Producer to make a change of wardrobe, Producer shall provide suitable facilities affording privacy for such purpose. A private canvas dressing room will be deemed a suitable facility.

17. TESTS AND AUDITIONS

Tests and auditions before the employment of contract performers shall not be counted as work time for any purpose. Tests and auditions after the employment of contract performers shall be work time. Tests and auditions which occur during the consecutive layoff period of any contract performer shall be deemed to break such layoff period unless a waiver is obtained from the Union. Option test agreements are not to be construed as contracts to employ.

In connection with auditions, Producer shall have the right to state its intention with respect to the terms and conditions of employment for the role. Performers who do not intend to accept such terms and conditions shall nevertheless have the right to audition and negotiate better terms and conditions at the time of hiring.

18. STUDY OF LINES OR SCRIPT

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

19. STORY, SONG AND PRODUCTION CONFERENCES

Story, song, and production conferences on any day on which the performer is not otherwise working shall not be counted as work time for any purpose, except that if the same occur at the request of the Producer during the consecutive layoff period of any contract performer, such layoff period shall be deemed broken thereby. The submission of a script to a contract performer, at the studio or elsewhere, during his layoff, shall not be deemed to break the same.

20. PUBLICITY INTERVIEWS

Publicity interviews held at a time mutually satisfactory to the performer and the Producer shall not be work time for any purpose unless held on a day on which the performer is otherwise working for the Producer. Such interviews for

publicity purposes held on any day on which the performer is otherwise working for the Producer shall not be counted as work time if held after the performer's dismissal for the day, if such interview is held at a time mutually satisfactory to the performer and the Producer. If the interview is held during a meal period, it shall not be deemed to constitute a violation thereof.

Interviews for publicity purposes, including those held at the studio, shall not be deemed to break the layoff.

PUBLICITY STILLS

Services rendered by any performer covered by this Schedule in connection with publicity stills shall be work time, except when such services are rendered for not exceeding eight (8) hours on a day in which such performer is not otherwise working, in which event such services shall not be counted as work time for any purpose, except as provided in the next sentence. If a performer is on layoff and is called and reports for publicity stills, the same shall break the consecutive layoff and the day upon which the performer renders such services shall not be considered layoff.

RETAKES, ADDED SCENES AND CHANGES

Services rendered by a contract performer in retakes after completion of primary photography of the performer's role, and in added scenes and changes after the completion of the ordinary photography of the picture, when such services are rendered on the same day on which such performer works in a different picture, whether at the same or a different studio, shall not be counted as work time for the purpose of computing the overtime, if any, worked by such performer in excess of ten (10) hours during such day; but this provision shall not be applied by a Producer to the same contract performer with respect to more than three (3) days in any week or with respect to more than six (6) weeks in any year. Such services shall be counted as work time for the purpose of computing the overtime, if any, worked by such performer in excess of forty-eight (48) hours during the week in which such services are rendered, but to the extent that the weekly overtime for such week is caused by such services, it shall be computed on

the basis of straight time instead of on the basis of time and one-half. When the period intervening between the time of such performer's dismissal for the day in connection with the picture in which he is then currently employed and the time such performer is requested to and does report for retakes, added scenes or changes, as aforesaid, is two (2) hours or more, such intervening time shall not be counted as work time for any purpose. In special cases, the Union may, by waiver give its consent to the application of the provisions of this Section to added scenes and changes made by contract performers after the completion of ordinary photography of the role and before the completion of ordinary photography of the picture.

The performer's contract shall not include guarantees for looping, retakes, added scenes, process transparencies, trick shots, trailers, changes or foreign versions (subject to availability) outside the period of consecutive employment.

23. TOURS AND PERSONAL APPEARANCES

A. If a performer agrees in his contract to make tours or personal appearances and he is simultaneously working in a picture, all hours spent in connection therewith shall be work time for all purposes.

B. As to all performers under this Schedule, if the performer is not working in a picture, he shall receive a day of pay at straight time for each day, including travel days, in which he is engaged in tours or personal appearances.

C. First-class transportation and reasonable expenses shall be paid to all performers on tours and personal appearances.

D. Producers shall cooperate to ensure that performers on tour and personal appearances are allowed adequate rest periods.

E. One personal appearance of any such performer requested by the Producer in connection with the opening of any picture in which such performer has performed, one rehearsal in connection therewith and any period immediately prior thereto which otherwise would not be work time, shall not be work time for any purpose. Personal appearances requested of any such performer by

the Producer in connection with any benefit approved by the Theatre Authority, Inc., so long as the same has the sanction of the Union, or by any similar agency substituted therefor which at the time has the sanction of the Union, rehearsal in connection therewith and any period immediately prior thereto which otherwise would not be work time, shall not be work time for any purpose.

24. REHEARSAL TIME

A. 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 Producer, constitutes a rehearsal. Rehearsals shall be counted as work time.

B. Auditions, tests, interviews, make-up and wardrobe tests do not constitute rehearsals.

C. The Union agrees to freely grant waivers for the training of a performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the performer and the Producer, subject to the approval of the Union.

D. Neither tests, auditions, fittings, publicity stills, pre-production stills, pre-recordings nor training under subsection C. above, after employment but before the starting date of such employment, shall start the employment period of such performer. Compensation, if any, for any of such services shall be as otherwise provided in this Schedule.

Rehearsal shall not start the consecutive days of employment for a performer employed under this Schedule who is engaged for a long-form television motion picture or a theatrical motion picture, subject to the following:

(1) The performer must be paid for rehearsal at the same rate as photography (*pro rata* of the weekly salary, but not less than day performer minimum per day, when rehearsing for less than a week);

(2) The performer must be generally available for rehearsal, as distinguished from professionally available;

(3) The performer must be given an "on or about" start date; and

(4) Consecutive employment applies during the rehearsal period.

25. NIGHT WORK

Night work is defined as work between 8:00 p.m. and 6:00 a.m., except that a first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

There shall be no premium payable for night work, except that a performer who is called solely for the purpose of looping or automatic dialogue replacement (ADR) work during post-production shall receive premium pay for each straight time hour of night work equal to ten percent (10%) of his hourly rate for such hours. However, such premium shall not be payable if the ADR or looping work is scheduled at night to accommodate the schedule of that performer.

Such night premium pay shall not be paid on any overtime hours.

Dismissal - New York City. Any performer required to work at night and not dismissed by 9:30 p.m. will be provided transportation by Producer to Grand Central Station, Penn Station or the Port Authority, 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.

26. WORK ON HOLIDAYS, OR HOLIDAYS AND SIX (6) OR SEVEN (7) DAYS IN A WORKWEEK

A. Holidays

The nine (9) holidays hereinafter referred to are the following: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Whenever

any of said holidays falls on a Sunday, such holiday, for all purposes of this Schedule E, shall be deemed to fall on the Monday next succeeding. In other words, holidays which fall on Sunday are Monday holidays.

B. Studio Five (5) Day Workweek; Work on Holidays, or Holidays and Six (6) or Seven (7) Days in a Workweek

(1) If a performer works on any of the nine (9) holidays, or a holiday and six (6) or seven (7) days in a workweek, he shall, in each case (that is, separately for the holiday and for the sixth or seventh day, if he works on each such respective day), be entitled to premium pay, in accordance with the following rules:

Performer shall be entitled to a premium of one (1) additional day of pay for work on a holiday. If performer works six (6) days within a studio workweek, including work on a holiday, he shall receive one and one-half (1½) days of premium pay; except that if such holiday is the sixth day worked in the workweek, performer shall receive only one (1) day of premium pay. If performer works seven (7) days within a studio workweek, including work on a holiday, he shall receive two and one-half (2½) days of premium pay; except that if the holiday is the sixth or seventh day worked in the workweek, performer shall receive two (2) days of premium pay. The following are examples of the foregoing:

(i) If the performer works seven (7) days in his workweek, including work on such a holiday, which holiday is the sixth or seventh day worked in the workweek, he receives two and one-half (2½) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine and one-half (9½) days of pay. Hours worked on the sixth or seventh day worked in the workweek shall not be included in calculating performer's forty-four (44) hour workweek. The other five (5) days shall be used for this purpose.

(ii) If the performer works seven (7) days in his workweek, including work on such a holiday (which is the sixth day worked in the workweek), he receives two (2) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine (9) days of

pay. Hours worked on such sixth day holiday and seventh day shall not be included in calculating performer's forty-four (44) hour workweek. The other five (5) days shall be used for this purpose.

(iii) If performer works five (5) days or less in his workweek, he receives a premium of an extra day of pay for each day worked which is a holiday.

(2) If the time included in calculating the performer's forty-four (44) hour week, as above provided, exceeds forty-four (44) hours, such excess time shall be paid for in one-tenth hour units at the rate of one and one-half times the weekly straight time hourly rate, or at the rate of straight time in one-tenth hour units to the extent the same is caused by make-up, hairdress, wardrobe or fittings.

(3) For work time in excess of ten (10) hours on any such holiday, sixth or seventh day, for which the performer receives a premium of one (1) day of pay, as herein provided, the performer receives double the weekly straight time hourly rate, including overtime caused by make-up, hairdress, wardrobe or fittings.

(4) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day, unless it is a sixth day holiday.

C. Overnight Location Six (6) Day Workweek; Work on Holiday or Holiday and Seven (7) Days in the Workweek

If a performer works on any of the nine (9) holidays, or works on a holiday in a workweek in which he works seven (7) days, he shall, in each case (that is, separately for the holiday and for the seventh day worked in the workweek), be entitled to a premium of an extra day of pay, in accordance with the following rules:

(1) If the performer works seven (7) days in his workweek, including such a holiday, he receives two (2) premium days of pay plus one (1) additional day of pay for one (1) day beyond his six (6) day week or a total of nine (9) days of pay. The hours worked on such seventh day shall not be included in calculating performer's forty-eight (48) hour week. The hours worked on such

holiday, up to and including ten (10) hours, shall be included in calculating performer's forty-eight (48) hour week.

(2) If performer works only six (6) days or less in his workweek, including work on such a holiday, the performer receives one (1) day of premium pay or a total of seven (7) days of pay. Hours worked on such holiday, up to and including ten (10) hours on each such day, are included in calculating performer's forty-eight (48) hour week.

(3) If the time included in calculating the performer's forty-eight (48) hour week, as above provided, exceeds forty-eight (48) hours, such excess time shall be paid for in one-tenth (1/10) hourly units at the rate of one and one-half times the weekly straight time hourly rate, or at the rate of straight time in hourly units to the extent the same is caused by make-up, hairdress, wardrobe or fittings.

D. If the performer is not required to work on such a holiday, no deduction shall be made from his guaranteed weekly pay.

E. If performer works on such holiday, sixth and seventh day, as above provided, he shall be entitled to the premiums provided by this subsection but, insofar as the holiday, sixth and seventh day premiums are concerned, there shall be no compounding of such premium and the penalty or premium prescribed by Section 12 as the same relates to the fifty-six (56), fifty-four (54) or thirty-six (36) hour rest period, whichever is applicable, or Section 11; it being understood that if, for example, a performer on an overnight location workweek works seven (7) days in his week, including work on such a holiday, he shall be entitled to nine (9) days of pay plus overtime, if any.

27. RIGHT TO NAME OR CHARACTER

No Producer shall, after the termination of the performer's employment, prevent such performer from continuing the use of any stage or screen name used by such performer. The name of a role owned or created by the Producer, such as Tarzan or Charlie Chan, belongs to the Producer and not to the performer.

28. "ACT OF GOD" CLAUSE - SUSPENSION OF PERFORMER

A. This Section shall only apply to "beginners" and to contract performers receiving no more than the minimum salaries provided herein.

B. The suspension period specified in the "Act of God" clause of a performer's individual contract shall be limited to four (4) weeks; however, Producer retains the right to continue such suspension, from week to week, for an additional period of eight (8) weeks, provided Producer pays to such performer one-half (½) salary for such additional period.

29. ILLNESS - CANCELLATION PERIOD

The cancellation period specified in the illness clause of a contract performer's individual contract shall not be less than a period or aggregate of periods of three (3) weeks per year.

30. LENGTH OF LAYOFF

A layoff for a contract performer shall be for at least one (1) consecutive week, subject to recall for retakes and added scenes, as more particularly provided in Section 31.B. of this Schedule. If the unused portion of any layoff shall be less than one (1) week, such unused layoff may be availed of by the Producer at any time, but only in one (1) consecutive period.

31. BREAKING THE LAYOFF

A. Services Which Break the Layoff

The rendition by a contract performer of any of the following services shall break the layoff: Principal photography, including recording and rehearsals in connection therewith; auditions; tests; story, song and production conferences which occur at the request of the Producer; publicity stills connected with production which are made at the request of the Producer; fittings; hairdress;

make-up; wardrobe; and radio and personal appearances made at the direction of the Producer. Training or coaching of the performer shall break the layoff unless a waiver is granted therefor. The Union agrees, upon the request of the performer, to freely grant such waivers.

When the performer has had less than one (1) week of layoff prior to the commencement of such services, the performer shall be deemed not to have been on layoff and his regular salary shall continue to accrue during the intervening period. When the performer has had a week or more of layoff before commencing any of such services, then the performer shall be placed on salary at the time of commencing such services unless the Union has agreed to issue a waiver therefor.

B. Services Which Do Not Break the Layoff

(1) A performer may be required to render services in retakes and added scenes while on layoff, and such services shall not be deemed to interrupt or break the layoff; however, the performer shall be entitled to pay at one-fifth (1/5) his weekly rate for the day or days upon which he renders such services.

(2) A performer may be requested to render the following services, which shall not break the layoff: Submission of scripts to the performer at the studio or elsewhere; publicity interviews and publicity stills in connection therewith; fashion stills; consultation on proposed hairdress, make-up and wardrobe; "music voice key;" and radio or personal appearances not made at the direction of the Producer. The performer shall not be entitled to any compensation for rendering the services enumerated in this subparagraph (2).

C. The provisions of this Schedule which relate to breaking the layoff may not be changed to the detriment of the performer by the terms of an individual employment contract without the approval of the Union.

32. TRAVEL TIME

A. Application of Rules

The provisions of this Section shall apply only to performers included in this Schedule E.

B. Studio Zone

(1) With respect to studios situated in Los Angeles, California or its environs, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, and such other territory (such as the present Columbia Ranch and Disney Studio) as is generally recognized as being within the studio zone. With respect to studios not situated in Los Angeles or its environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers and, in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules herein set forth) shall be determined by arbitration under Section 9 of the General Provisions, whenever the situation arises.

(2) With respect to studios situated in New York, New York, the "studio zone" shall include all territory within the radius of eight (8) miles from Columbus Circle.

(3) The Los Angeles Thirty (30) Mile Studio Zone

Performers may be required to report anywhere within such studio zone provided that, when the place of reporting is elsewhere than the Producer's studio, the following shall apply:

(a) Performers shall be paid $.30 per mile mileage allowance figured from the studio to the place of reporting and back, except that no mileage allowance is required:

(i) if the performer is employed on a long-form television motion picture; or

(ii) if the performer is employed on a new one (1) hour episodic television series or a one-half (½) hour or one (1) hour pilot, which is first broadcast on or after July 1, 2001, or is employed on a theatrical motion picture produced on or after July 1, 2001, and is required to report for work at a site within a ten (10) mile radius of a point designated by the Producer. (The reporting site must still be within the thirty (30) mile zone.) Producer shall give prior notice to the Union of the point so designated. With respect to any television series, such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. The Union will not unreasonably refuse a request for the Producer that performers report to a location which is a reasonable distance beyond the Los Angeles thirty (30) mile zone.

(b) Distances shall be clearly stated on the performer's production time report.

(c) If, during the term of this Agreement, the International Alliance of Theatrical Stage Employes, through its collective bargaining agreement, negotiates with Producer a more favorable mileage allowance than the foregoing thirty cents ($.30) per mile allowance, then, in such event, from such date forward, the Union will be entitled to the benefits of such increase.

(d) The mileage allowance may be paid as a portion of the performer's payroll check, provided it is separately identified as such mileage reimbursement.

(e) The provisions of subparagraph B.(3)(a)(i) above shall automatically terminate on June 30, 2004.

(4) When a performer is required to report for work in the studio zone other than at a studio, Producer shall pay for parking in a supervised public parking lot. If no such public parking is available, Producer will provide supervised or secured parking.

(5) With respect to studios situated in San Francisco, California, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Market and Powell Streets.

C. Location and Overnight Location

Location shall mean any place of work not at the Producer's studio which is outside the studio zone. Overnight location shall be any location where the performer is lodged or offered lodging by the Producer at or near the location for one (1) or more nights, or any location which takes overnight to reach by ordinary means of transportation.

D. Near Location

A near location shall be any place which can be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation. If the Producer instructs the performer to fly to a location and the trip takes less than twenty-four (24) hours by air, the same shall be deemed to be a near location.

E. Distant Location

A distant location shall be any place which cannot be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation.

F. Place of Reporting and Dismissal

Except when already at an overnight location, performers shall be required to report only at the Producer's studio or within the studio zone, and shall be dismissed only at the place of reporting within the studio zone or the Producer's studio. When the performer is returning from such overnight location, he shall be dismissed only at the Producer's studio or the place of reporting within the studio zone, and not at the overnight location. This rule shall not derogate from any rule hereinafter set forth with regard to travel to location at the commencement of an engagement. The provisions of this subsection F. shall not be deemed to limit the provisions of subsection T. hereof.

G. Travel Time is Work Time

Except as otherwise provided in this Schedule, all time spent by any performer in traveling at the request of the Producer between any place at which he is required to and does report and any location, both to and from, shall be travel time and, as such, shall be work time, subject to all deductions, limitations and exceptions for which provision is made in this Agreement.

H. Maximum Travel Time

Time spent in traveling shall not be included as travel time or work time to the extent of more than eight (8) hours in any twenty-four (24) hours.

I. Intervening Time between Dismissal and Travel

(1) Time intervening between the completion of a performer's work on any day and the commencement of travel on the same day shall be travel time, except as otherwise provided in this Agreement.

(2) Travel to Overnight Location: Except as otherwise provided in this Agreement, the period of time intervening between the performer's dismissal for the day and the commencement of travel to an overnight location on the same day shall be travel time.

(3) Travel from Overnight Location: The period intervening between the performer's dismissal for the day and the commencement of travel on the same day from an overnight location shall not be work time or travel time for any purpose.

J. Travel on Seventh Day

The six (6) day week, as set forth in this Schedule, does not apply in any case in which the performer travels seven (7) consecutive days, whether or not the seventh day falls within the same week.

K. Transportation and Lodging Furnished

The Producer shall furnish reasonable transportation to and from location and shall furnish reasonable meals, and when the Producer requires the performer to stay overnight, lodging to the performer on location. Separate rooms shall be provided to performers transported to overnight locations unless such separate rooms are not available.

In the event Producer believes that separate rooms will not be available at a particular location, Producer will notify the Union and the performer prior to departure, with reasonable time for each to investigate to determine whether the foregoing requirement can be complied with by Producer.

L. Deduction of Allowable Meal Periods

Reasonable meal periods shall be given during traveling, and allowable meal periods of not less than one-half (½) hour nor more than one (1) hour each shall be deducted from travel time, provided a reasonable meal is made available.

M. Deduction of Travel Time Otherwise Compensated For

Any travel time for which the performer is compensated as work time shall not be paid for as travel time.

N. Computation of Overtime Caused by Travel Time

On a day on which a performer travels only, the performer shall be compensated at a day of pay. On a day on which the performer travels and works, overtime caused by travel will be compensated at time and one-half and not at double time.

O. Travel Time re Distant Locations at Beginning or End of Performer's Term of Employment

The time spent in traveling to a distant location at the beginning of a performer's term of employment shall not be work time or travel time for any

purpose. The time spent in traveling from a distant location at the end of a performer's term of employment shall be travel time except as in this Agreement otherwise provided. If the performer arrives at the distant location at or before 1:00 p.m., his compensation shall begin with that day (whether he works that day or not), and any work or travel that day after such arrival shall be work time or travel time, as the case may be, except as in this Agreement otherwise provided. If the performer arrives at the distant location after 1:00 p.m., such day shall not be work time or travel time for any purpose, unless the performer actually works on such day after such arrival, in which case his compensation shall begin with that day; and the time worked shall be work time, except as in this Schedule otherwise provided. If the performer does not work on such day, his compensation shall begin with the next day.

P. Transportation and Travel Time on Overnight Locations to and from Hotel or Camp

On overnight locations, the Producer shall provide transportation to and from the hotel or camp and, except as in this Schedule otherwise provided, the time to and from the hotel or camp shall be travel time. The rest period may be reduced to ten (10) hours (under Section 12.D.(2)).

Q. Travel to or from Overnight Locations on Boat or Train When Sleeping Accommodations are Provided

When more than one (1) night of travel, by ordinary means of transportation, is required to reach a location, and the performer is given a berth on a boat or train, the time spent in traveling to or from such location shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period or for the purpose of computing the ten (10) hour day; it being agreed, however, that time spent in traveling on the day of arrival at such location, after 9:00 a.m. of such day, shall be counted for the purpose of computing the ten (10) hour day if the performer works on such day and, provided further, that the interval between the completion of travel on such day and the commencement of work shall not be considered travel time or work time for any purpose. Nothing herein contained shall be construed to interrupt the performer's right to remain on salary if the performer is otherwise entitled thereto.

R. Overnight Trip to or from Location

When an overnight trip to or from location is required, and the same takes at least seven (7) hours to reach and the performer is given a berth on a boat or train, the time spent in such traveling to or from such location, whether at the beginning, during or at the end of the engagement, shall not be work time or travel time for the purpose of computing overtime and the rest period.

S. Travel on Holidays and the Seventh Day in the Workweek

(1) The holidays herein referred to are New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

(2) Travel to or from Location: When a performer travels to or from location on the seventh day worked in the performer's workweek or on a holiday, such travel shall be deemed work time for purposes of premium pay, and performer shall be entitled to a straight time day, plus an additional one-half (½) day of premium pay as compensation for traveling on such day.

T. Engagement of Performers - Other Areas

(1) If a performer, residing or working in any area in which SAG maintains a branch, is brought to Producer's base or distant location in a different area of the United States for any purpose, the performer shall receive transportation and a $75 per day allowance from the time he commences travel at Producer's request until the time his salary commences.

(2) If Producer is photographing on a location in the United States and brings a performer to such location from anywhere in the United States, such performer shall be provided transportation to and from such location.

(3) Except as otherwise provided in (1) and (2) above, nothing herein contained shall prevent a Producer from engaging a performer outside of California (if such performer has not gone out of California for the purpose of evading this rule) to report in California or to report at any location and, in any such case, the Producer shall not be required to pay for or provide transportation

of such performer to the place of reporting, or to pay such performer for any time spent in traveling thereto; nor shall the Producer be required to pay for or provide transportation of such performer at the end of the engagement back to the place where such performer was engaged, or to pay such performer for any time spent in traveling back to the place where such performer was engaged; such performer may be dismissed on location. This does not limit the second sentence of subsection B. hereof.

U. General

(1) Nothing in this Section 32 contained shall be deemed to interrupt the compensation of a contract performer if and when such compensation is payable pursuant to his individual contract.

(2) This Agreement uses the expressions "reasonable transportation" and "first-class transportation." The terms are intended to be synonymous. The type of transportation required can best be illustrated by examples: Bus transportation for a relatively short distance (Hollywood to Lake Arrowhead) meets these requirements; bus transportation for a long distance (Hollywood to San Francisco) does not. Pullman accommodations to San Francisco, or any other long distance, meet these requirements; deluxe transportation (*e.g.*, Super Chief) is not required. Transportation on a commercial airline without sleeper accommodations is first-class transportation. First-class transportation shall be provided on commercial airlines when the performer is required to fly at the request of the Producer. The foregoing shall apply to jet flights as well as to prop-driven aircraft. The foregoing shall not apply when first-class transportation is not available or six (6) or more of the company are being transported. Charter flights may be used which provide substantially equivalent accommodations. Notwithstanding the foregoing, first-class air transportation need not be provided with respect to auditions and interviews.

33. COMMERCIALS

A. All commercials shall be bargained for separately by the performer and Producer under the terms of the industry-wide Screen Actors Guild Commercials Contract in effect at the time of such bargaining.

B. Employment agreements in effect on July 1, 2001 shall be excluded from the foregoing provision and shall be governed by the Television Agreement in effect when such employment contract was entered into.

34. EMERGENCY SUSPENSION OR TERMINATION

If the production of the photoplay specified in the freelance contract be necessarily prevented, suspended or postponed during the course of production, by reason of fire, accident, strike, riot, act of God or of the public enemy, or by any executive or judicial order, or postponed by reason of the illness of any other member of the cast or of the director, one-half (½) salary shall be paid the performer for the first three (3) weeks of prevention, suspension or postponement. It shall be the duty of the Producer during the first week of any prevention, suspension or postponement to notify the performer in writing whether the Producer will entirely discontinue the production or further suspend or postpone it and, in the latter event, the Producer shall pay the performer half salary during such further suspended or postponed period. At the end of three (3) weeks from the date on which the Producer has stopped production, the performer may terminate said employment if the performer so elects, unless the Producer continues thereafter to pay the performer full weekly compensation. If the production of said photoplay is prevented, suspended or postponed for any reason hereinabove in this Section provided, then and in that event, the Producer may terminate said employment at any time after the commencement of such prevention, suspension or postponement. If the Producer elects to terminate said employment by reason of the illness of any other member of the cast or of the director, then the Producer shall be obligated to pay the performer such balance, if any, as is then unpaid for services theretofore rendered by the performer, and also one (1) week of compensation, upon the payment of which the Producer shall be discharged of and from all liability whatsoever thereunder. If such termination be based on the happening of any other cause hereinabove in this Section set forth, then the Producer shall be obligated to pay the performer only such balance, if any, as is then unpaid for services theretofore rendered by the performer, and upon the payment of such unpaid balance, if any, the Producer shall be discharged of and from all liability whatsoever thereunder.

When the production is suspended as a result of illness of another member of the cast or the director, and such suspension continues for five (5) days or more, the suspension may be effective as of the beginning of the event of illness, but if the duration is less than five (5) days, the suspension is not effective.

35. RESUMED PRODUCTION AFTER TERMINATION

If the Producer elects to terminate a performer's employment under a freelance contract pursuant to its right to do so for any cause hereinabove in Section 34 specified and, if at any time more than three (3) weeks after such termination, the Producer shall desire to resume the production of said photoplay, the Producer shall notify the performer of its election to resume production and, in such event, the performer agrees to render his services in connection with such resumed production as and when the Producer may request, unless the performer is otherwise employed, but if otherwise employed, the performer will cooperate to the fullest extent in trying to make his services available for the Producer in connection with such resumed production. If production is resumed within six (6) months from the date of termination, the performer's compensation shall be at the same rate as that hereinabove specified and shall be payable only from the date of commencement of the performer's services in such resumed production.

36. REPLACEMENT OF PERFORMER

In the event that a performer is replaced in the role, the performer, or performer's agent, shall be notified of this fact at the time of the replacement.

SCHEDULE F

CONTRACT PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS IN EXCESS OF $4,400 PER WEEK FOR TELEVISION MOTION PICTURES OR IN EXCESS OF $5,500 PER WEEK FOR THEATRICAL MOTION PICTURES; MULTIPLE PICTURE PERFORMERS RECEIVING MORE THAN $4,400 PER WEEK OR WHO ARE GUARANTEED $32,000 OR MORE PER TELEVISION PICTURE OR RECEIVING MORE THAN $5,500 PER WEEK OR WHO ARE GUARANTEED $60,000 OR MORE PER THEATRICAL MOTION PICTURE; PERFORMERS EMPLOYED UNDER "DEAL CONTRACTS," OR OTHERWISE, WHO ARE GUARANTEED $32,000 OR MORE PER TELEVISION PICTURE OR WHO ARE GUARANTEED $60,000 OR MORE ($65,000 OR MORE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002) PER THEATRICAL MOTION PICTURE; PERFORMERS EMPLOYED IN MULTI-PART CLOSED-END PICTURES RECEIVING MORE THAN $4,250 PER WEEK AND WHO ARE GUARANTEED $40,000 OR MORE FOR THE MULTI-PART PICTURE

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SCHEDULE F

CONTRACT PERFORMERS WHOSE WEEKLY GUARANTEED SALARY IS IN EXCESS OF $4,400 PER WEEK FOR TELEVISION MOTION PICTURES OR IN EXCESS OF $5,500 PER WEEK FOR THEATRICAL MOTION PICTURES; MULTIPLE PICTURE PERFORMERS RECEIVING MORE THAN $4,400 PER WEEK OR WHO ARE GUARANTEED $32,000 OR MORE PER TELEVISION PICTURE OR RECEIVING MORE THAN $5,500 PER WEEK OR WHO ARE GUARANTEED $60,000 OR MORE PER THEATRICAL MOTION PICTURE; PERFORMERS EMPLOYED UNDER "DEAL CONTRACTS," OR OTHERWISE, WHO ARE GUARANTEED $32,000 OR MORE PER TELEVISION PICTURE OR WHO ARE GUARANTEED $60,000 OR MORE ($65,000 OR MORE WITH RESPECT TO CONTRACTS ENTERED INTO ON OR AFTER JANUARY 1, 2002) PER THEATRICAL MOTION PICTURE; PERFORMERS EMPLOYED IN MULTI-PART CLOSED-END PICTURES RECEIVING MORE THAN $4,250 PER WEEK AND WHO ARE GUARANTEED $40,000 OR MORE FOR THE MULTI-PART PICTURE

1. DEFINITIONS

A. Contract Performer

For the purpose of this Schedule F, a contract performer is a performer employed under a contract at a salary in excess of $4,400 per week for television motion pictures or in excess of $5,500 per week for theatrical motion pictures or both (in which latter case such contracts are sometimes referred to as "combination term contracts"), which contract is for a term of at least ten (10) out of thirteen (13) weeks and which may not specify any role, picture or series, unless otherwise requested by the performer and approved by the Union. The Union agrees it will liberally grant waivers in the event of such request. The Producer and the performer may agree on any overall term of hiring in excess of ten (10) guaranteed weeks, provided that the guaranteed number of weeks is in the same proportion to the overall period as "ten (10) out of thirteen (13)."

When a performer is employed for two (2) or more pictures per year or other specified period (hereinafter referred to as the "employment period") and the contract is exclusive with respect to his services in the production of motion pictures, the performer shall be classified, for the purpose of this Agreement, as a "contract performer" and his classification as a contract performer with respect to "hours" shall be determined in accordance with the following formula:

The total guaranteed compensation of the performer shall be divided by the proportionate number of weeks in the employment period that forty (40) bears to fifty-two (52). For example: If the employment period is one (1) year, the guaranteed compensation shall be divided by forty (40) weeks; if the employment period is six (6) months, the guaranteed compensation shall be divided by twenty (20) weeks, etc. If the resulting figure reflects a compensation of more than $4,400 per week for television motion pictures or more than $5,500 per week for theatrical motion pictures, the provisions of Schedule F shall apply to the employment. If the resulting figure is $4,400 or less per week for television motion pictures or $5,500 or less per week for theatrical motion pictures, the provisions of Schedule E shall apply to the employment.

When a performer who, under the above formula, has been classified so as to receive the provisions of Schedule E receives compensation in addition to his minimum guaranteed compensation, which additional compensation when added to his total minimum guaranteed compensation and divided by the said proportionate number of weeks in the employment period would raise the performer above the $4,400 breaking point for television motion pictures or above the $5,500 breaking point for theatrical motion pictures, then such performer, from that time forward, shall receive the provisions of Schedule F instead of Schedule E for the balance of the employment period in question. The so-called "breaking point" for a performer whose employment period is one (1) year shall be $100,000; for an employment period of six (6) months, $50,000; for an employment period of three (3) months, $25,000, etc.

B. Multiple Picture Performer

A multiple picture performer, for the purpose of this Schedule F, is a performer who is employed for two (2) or more pictures per year, whose contract

with respect to services in the production of motion pictures is non-exclusive and, in addition:

whose compensation for television motion pictures is more than $4,400 per week or equivalent compensation on a picture or other basis, or who is guaranteed $32,000 or more per television picture; or

whose compensation for theatrical motion pictures is more than $5,500 per week or equivalent compensation on a picture or other basis, or who is guaranteed $60,000 or more per theatrical picture.

A multiple picture contract may be for a period of years, provided that the contract calls for at least two (2) pictures in any yearly period.

C. Deal Performer

A deal performer is a performer who is employed for one (1) or more pictures at a guaranteed salary of $32,000 or more per television picture or at a guaranteed salary of $60,000 or more ($65,000 or more with respect to contracts entered into on or after January 1, 2002) per theatrical motion picture.

2. COMBINATION TERM CONTRACTS

A. Performer employed under a combination term contract and used in a television series in a continuing role:

(1) If a performer is used in a continuing role in a one-half (½) hour television series, he shall be adjusted, for the duration of such services, to the series contract salaries and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates under the Television Agreement then in effect.

(2) If performer is used in a continuing role in a one (1) hour or one and one-half (1½) hour television series, he shall be adjusted, for the duration of such services, to the weekly freelance salary rate and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates, it being

understood in this connection that such adjustment shall not result, with respect to his services in any episode in such series, in his receiving less than a week of freelance salary.

(3) If Producer uses the performer in a greater number of episodes than the number of weeks of employment guaranteed under this subsection A., or in a combination of this provision and subsection B. below, the performer shall be paid the weekly freelance salary and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates for each additional episode in which his services are used. If the performer is employed beyond the guaranteed period of employment, he shall be paid an amount equal to the weekly freelance salary for each additional week or episode, whichever is the greater.

B. Performer employed under a combination term contract and used in a television episode but not in a continuing role:

(1) A term performer who is guaranteed a minimum of twenty (20) out of twenty-six (26) weeks, who works in a television episode or episodes, but who does not have a continuing role in a series, shall not be used in more than fifteen (15) television episodes during such period. If he is used in more than fifteen (15) such episodes, he shall be paid an additional week of salary and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates for each such additional episode.

(2) A term performer who is guaranteed a minimum of ten (10) out of thirteen (13) weeks, who works in a television episode or episodes, but who does not have a continuing role in a series, if used in more than seven (7) such episodes, shall be paid an additional week of salary and applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates for each such additional episode.

(3) If such performer is used beyond the guaranteed period of employment, he shall be paid an amount equal to his weekly salary for each additional week or episode, whichever is greater.

(4) For all such term performers who do not appear in a continuing role, the applicable rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates per episode shall be based on the applicable weekly rate.

C. Applicable television weekly freelance, series contract, rerun, theatrical, Supplemental Market, basic cable and foreign telecast rates referred to above are those rates provided by the applicable Screen Actors Guild Television Agreement in effect when such services were rendered in such television film.

D. When a term contract performer is assigned to regular employment in television and Producer avails himself of the layoff rights provided for term contract performers, Producer may not also exercise its hiatus rights provided in the television collective bargaining agreement covering the employment of term contract performers in television.

E. A separate clause shall be inserted in all combination term contracts, specifying separate compensation for services, reruns, theatrical exhibition, Supplemental Market use, basic cable release and foreign telecasting of television motion pictures for each contract term or option period.

F. No advance payments may be made for reruns or theatrical rights or foreign telecast rights, nor may overscale salary be credited against any sums due the performer under the contract. As to term contracts in existence on February 1, 1960 providing for advances against reruns, no such advances may be applied against reruns except reruns of episodes made within the contract period or option term during which such advances were made.

G. Other Conditions for Combination Term Contracts

(1) If a performer employed under a combination term contract performs, in any single employment week during such term, services in rehearsals or recordings or before the camera, in both a television motion picture film and a theatrical motion picture film hereunder, such performer shall receive, as additional compensation for such week, an amount not less than the applicable weekly term contract minimum.

(2) If a performer under a combination term contract renders services in any single employment week in principal photography in either a television motion picture or a theatrical motion picture and also renders services in such week in retakes, added scenes, sound track, process shots, transparencies, trick shots, trailers, changes or foreign versions of the photoplay (hereinafter referred to as "retakes, etc."), in the other field, such performer shall be paid, in addition to his weekly term contract salary, one-fifth (1/5) of the minimum term contract weekly rates for each day on which he renders services on such retakes, etc.

(3) If the performer renders services in any week in both a television motion picture and a theatrical motion picture, he shall be paid as in this subsection G. provided, even though he is also placed on layoff at any time during such week.

(4) If a performer who is on layoff is recalled for retakes, etc., in either television motion pictures or theatrical motion pictures, or both, he shall be paid one-fifth (1/5) of the minimum term contract weekly rates, for each day in each field on which he renders such services.

(5) If a performer renders services in either a television motion picture or a theatrical motion picture in any week and also renders services in retakes, etc., in the same week in the other field, and is placed on layoff prior to the end of such week, he shall be paid, in addition to the weekly salary due, an amount equal to one-fifth (1/5) of the minimum term contract weekly rates for each day on which he renders services in such retakes, etc.

(6) When a performer employed under a combination term contract renders services in any week in both theatrical motion pictures and television motion pictures, for the purpose of determining whether Schedule E or Schedule F applies, and making the computations therein, the performer's weekly salary for such week shall be deemed to be his aggregate weekly salary, as herein provided.

(7) If the performer received more than $4,400 per week for television motion pictures or more than $5,500 per week for theatrical motion pictures, he may agree to apply any sum he received in excess of $4,400 per week

or $5,500 per week, respectively, toward such additional compensation provided in this subsection G.

3. THE PERFORMER'S WORKWEEK: STUDIO FIVE (5) DAY WEEK; OVERNIGHT LOCATION WEEK

A. Definitions-General

(1) An "overnight location workweek," as used herein, shall be deemed to be a workweek consisting of six (6) overnight location days or six (6) days of any combination of studio and overnight location days, which combination includes a sixth day overnight location day.

Any workweek, other than such an overnight location workweek, for the purposes of this Section, shall be deemed to be a studio workweek. The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

(2) An "overnight location day," as used herein, shall be deemed to mean any of the following days, if the performer is on salary that day, as provided in the Basic Agreement:

(a) Any day spent or worked by the performer on an overnight location or on an exploitation tour;

(b) The day of departure for such location (provided the performer does not actually work in the studio on such day); or

(c) The day of return from such location (provided the performer does not actually work in the studio on such day).

(3) For all purposes, the performer's weekly base rate shall be his weekly rate of salary as specified in his contract.

B. Studio Five (5) Day Workweek

(1) The performer's studio workweek shall be a five (5) day workweek.

(2) Work on Six (6) or Seven (7) Days in the Workweek

The provisions of this paragraph B.(2) apply to all performers under this Schedule F except performers employed on television motion pictures for a one (1) picture engagement at a salary of less than $50,000 (see Section 5 hereof for conditions covering such excepted performers).

If the performer works six (6) or seven (7) days in the workweek and performer is on a studio workweek, he shall, in each case, be entitled to premium pay in accordance with the following rules:

(i) The performer shall receive a premium of an additional one-half (½) day of pay for the sixth day worked, if the performer works six (6) days within a studio workweek. The performer shall receive a premium of an additional day of pay for the seventh day worked, if the performer works seven (7) days within a studio workweek (in addition to the one-half day of premium pay for the sixth day worked in the workweek).

The following are examples of the foregoing:

(1) If the performer works seven (7) days in his workweek, he shall be entitled to his regular weekly salary plus two (2) additional days of pay at the rate of his daily pay or $950 per day, whichever is the lesser, for work beyond five (5) days, plus one and one-half (1½) additional days of pay at the rate of his daily salary or $950 per day, whichever is the lesser, as the premium for work on the sixth and seventh days. Performer receives therefor his weekly salary plus three and one-half (3½) additional days of pay at the rate of his daily pay or $3,325, whichever is the lesser, the maximum additional amount being $3,325.

(2) If the performer works six (6) days in his workweek, he shall be entitled to an additional day of pay at the rate of his daily

salary or $950, whichever is the lesser, for work beyond five (5) days plus a premium of one-half (½) day of additional pay at the rate of his daily salary or $475 per day, whichever is the lesser, (*i.e.*, six and one-half (6½) days of pay, or five (5) days of pay plus $1,425, whichever is the lesser).

(ii) With respect to such days over the guaranteed period, the Producer and the performer may freely bargain regarding the premium.

(iii) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day.

(iv) Notwithstanding the foregoing, the Producer and the performer may, by such performer's contract, agree in advance for the performer's performance of any services in the studio on the sixth day in the workweek without additional compensation, except recording and photography made to be used in the motion picture.

(v) For work time in excess of ten (10) hours on any sixth or seventh day in the workweek for which performer receives a premium as above provided, and in the event performer is subject to the overtime provisions of this Schedule F as provided in Section 8, performer shall receive double the straight time hourly rate provided therein, including overtime caused by make-up, hairdress, wardrobe and fittings, subject, however, to the provisions of Section 8.D.

C. Overnight Location Six (6) Day Workweek

(1) The performer's "overnight location workweek" shall be a six (6) day workweek, as above defined.

(2) Work on Seven (7) Days in a Workweek

The provisions of this paragraph apply to all performers under this Schedule F except performers employed on television motion pictures for a one (1) picture engagement at a salary of less than $50,000 (see Section 5 hereof for conditions covering such excepted performers).

(a) If a performer works seven (7) days in an overnight location workweek, he shall be entitled to his regular weekly salary plus one (1) day of additional pay at the rate of his daily pay or $950, whichever is the lesser, for work beyond six (6) days plus a premium of a day of pay at the rate of his daily pay or $950, whichever is the lesser (*i.e.*, eight (8) days of pay, or six (6) days of pay plus $1,900, whichever is the lesser).

(b) For work time in excess of ten (10) hours on any seventh day, for which performer receives a premium as above provided, and in the event performer is subject to the overtime provisions of this Schedule F as provided in Section 8, performer shall receive double the straight time hourly rate provided therein, including overtime caused by make-up, hairdress, wardrobe and fittings, subject, however, to the provisions of Section 8.D.

D. Shift in Workweek

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to commencement of that workweek.

E. Time of Call

If a performer's first call on the set on the fifth or sixth day worked in his workweek is 6:00 p.m. or thereafter, the work past midnight to time of dismissal shall not be counted as the sixth or seventh day worked in the workweek

for purposes of this Section, even though the performer may have been called earlier than 6:00 p.m. for travel, make-up, wardrobe, hairdress and the like.

F. No Compounding

There shall be no compounding of the foregoing premiums and the penalty or premium prescribed by Section 9, insofar as the same relates to the thirty-six (36) or fifty-six (56) (or fifty-four (54)) hour rest period, or Section 4, entitled "Work on Holiday, or Holiday and Six (6) or Seven (7) Days in a Workweek;" Section 6, entitled "Work on Holidays and/or Six (6) or Seven (7) Days in the Workweek Before and After - Single Picture Television Engagement Less Than $50,000;" it being understood that if, for example, a performer works seven (7) days in a studio workweek, he shall be entitled to only eight and one-half (8½) days of pay or five (5) days of pay plus $3,325, whichever is the lesser amount.

G. Union Branches

Any area in which the Union maintains a branch shall be deemed a five (5) day workweek area for performers employed in such area, when principal photography for a picture is substantially photographed in such area. The scope of such areas is defined in General Provisions, Section 14, entitled **"Preference of Employment."**

4. WORK ON HOLIDAY, OR HOLIDAY AND SIX (6) OR SEVEN (7) DAYS IN A WORKWEEK

A. The provisions of this Section apply to all performers under this Schedule F except performers employed on television motion pictures for a one (1) picture engagement at a salary less than $50,000 (see Section 6 hereof for conditions covering such excepted performers).

The nine (9) holidays hereinafter referred to are the following: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Whenever

any of said holidays falls on a Sunday, such holiday for all purposes of this Schedule F shall be deemed to fall on the Monday next succeeding.

B. Studio Five (5) Day Workweek; Work on Holidays or Such Holidays and Six (6) or Seven (7) Days in a Workweek

(1) If a performer works on any of the nine holidays, he shall, in each case, be entitled to premium pay, in accordance with the following rules:

Performer shall be entitled to a premium of one (1) additional day of pay for work on a holiday. If performer works six (6) days within a studio workweek, including work on a holiday, he shall receive one and one-half (1½) days of premium pay; except that if such holiday falls on the sixth day so worked, performer shall receive only one (1) day of premium pay. If performer works seven (7) days within a studio workweek, including work on a holiday, he shall receive two and one-half (2½) days of premium pay; except that if the holiday falls on the sixth day worked in the workweek, performer shall receive two (2) days of premium pay. The following are examples of the foregoing:

(i) If the performer works seven (7) days in his workweek, including work on a holiday which did not fall on the sixth or seventh day worked in the workweek, he shall be entitled to his regular weekly salary plus two (2) additional days of pay at the rate of his daily pay or $950 per day, whichever is the lesser, for work beyond five (5) days, plus one (1) additional day of pay at the rate of his daily salary as premium pay for the holiday worked, and one and one-half (1½) additional days of pay at the rate of his daily salary or $950 per day, whichever is the lesser, as the premium for the sixth and seventh days worked in the workweek. (Performer receives therefor a total of nine and one-half (9½) days of pay, or six (6) days of pay plus $3,325, whichever is the lesser.)

(ii) If the performer works seven (7) days in his workweek, including work on a holiday (which is the sixth day worked in the performer's workweek), he shall be entitled to his regular weekly salary plus two (2) additional days of pay at the rate of his daily pay or $950 per day, whichever is the lesser, for work beyond five (5) days, plus one (1) additional day of pay at the rate of his daily salary as a premium for the holiday worked and one (1) additional day of pay at the rate of his daily salary or $950, whichever is the lesser, as the premium for

such seventh day worked. (Performer receives therefor a total of nine (9) days of pay, or six (6) days of pay plus $2,850, whichever is the lesser.)

(iii) If the performer works six (6) days in his workweek, including work on a holiday which is not the sixth day worked in the performer's workweek, he shall be entitled to his regular weekly salary plus one (1) additional day of pay at the rate of his daily pay or $950, whichever is the lesser, for work beyond five (5) days, plus one (1) additional day of pay at the rate of his daily salary as premium for the holiday worked and one-half (½) additional day of pay at the rate of his daily salary or $475 per day, whichever is the lesser, as premium for such sixth day worked. (Performer receives therefor a total of seven and one-half (7½) days of pay, or six (6) days of pay plus $1,425, whichever is the lesser.)

(iv) If performer works six (6) days in his workweek, including work on a holiday which is the sixth day worked in the performer's workweek, he shall be entitled to his regular weekly salary plus one (1) additional day of pay at the rate of his daily pay or $950, whichever is the lesser, for work beyond five (5) days, plus one (1) additional day of pay at the rate of his daily pay as premium for the holiday worked. (Performer receives therefor a total of seven (7) days of pay, or six (6) days of pay plus $950, whichever is the lesser.)

(2) In the event of a fractional workweek at the end of the performer's engagement, performer shall receive his *pro rata* weekly salary plus the respective premium as described above for such holiday, sixth or seventh day worked occurring in such fractional workweek.

(3) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day, unless it is a holiday.

(4) Notwithstanding the foregoing, the Producer and the performer may, by such performer's contract, agree in advance for the performer's performance of any services in the studio on the sixth day in the workweek without additional compensation, except recording and photography to be used in the motion picture.

(5) For work time in excess of ten (10) hours on any such sixth or seventh day in the workweek or holiday for which performer receives a premium

as above provided, and in the event performer is subject to the overtime provisions of this Schedule F as provided in Section 8, performer shall receive double the straight time hourly rate provided therein, including overtime caused by make-up, hairdress, wardrobe and fittings, subject, however, to the provisions of Section 8.D. hereof.

C. Overnight Location Six (6) Day Week; Work on Holidays, or Such Holidays and Seven (7) Days in the Workweek

(1) If a performer works on any of the nine (9) holidays, he shall, in each case, be entitled to premium pay in accordance with the following rules:

(i) If the performer works seven (7) days in his workweek, including work on a holiday, he shall be entitled to his regular weekly salary plus an additional day of pay at the rate of his daily pay or $950, whichever is the lesser, for work beyond six (6) days, plus one (1) additional day of pay at the rate of his daily salary as premium pay for the holiday worked and an additional day of pay at the rate of his daily salary or $950, whichever is the lesser, as the premium for work on such seventh day. (Performer receives therefor a total of nine (9) days of pay, or seven (7) days of pay plus $1900, whichever is the lesser.)

(ii) If the performer works six (6) days or less in his workweek, including work on a holiday, he shall be entitled to his regular weekly salary plus one (1) additional day of pay at his daily rate as a premium for a day worked which is a holiday. (Performer receives therefor a total of seven (7) days of pay.)

(iii) If the performer works seven (7) days in his workweek, including work on a holiday (which is also the seventh day worked in the performer's workweek), he shall be entitled to his regular weekly salary plus an additional day of pay at the rate of his daily pay or $950, whichever is the lesser, for work beyond six (6) days, and an additional day of pay at the rate of his daily salary as premium pay for the holiday worked. (Performer receives therefor a total of eight (8) days of pay, or seven (7) days of pay plus $950, whichever is the lesser.)

(2) In the event of a fractional workweek at the end of the performer's engagement, performer shall receive his *pro rata* weekly salary plus the respective premium as described above for such holiday or seventh day worked occurring in such fractional workweek.

(3) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day, unless it is a holiday.

(4) For work time in excess of ten (10) hours on any such seventh day or holiday for which performer receives a premium as above provided, and in the event performer is subject to the overtime provisions of this Schedule F as provided in Section 8, performer shall receive double the straight time hourly rate provided therein, including overtime caused by make-up, hairdress, wardrobe and fittings, subject, however, to the provisions of Section 8.D.

D. If the performer is not required to work on such a holiday, no deduction shall be made from his weekly pay.

5. WORK ON SIX OR SEVEN DAYS IN THE WORKWEEK - SINGLE PICTURE TELEVISION ENGAGEMENT LESS THAN $50,000

A. The following rules relating to work on six (6) or seven (7) days in the workweek shall apply to a performer under this Schedule employed on television motion pictures for a single picture engagement at a guaranteed compensation of more than $32,000 per television picture but less than $50,000.

B. Studio Five (5) Day Workweek

(1) The performer's studio workweek shall be a five (5) day workweek. The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

(2) (i) Work on Six (6) or Seven (7) Days in the Performer's Workweek

If a performer works six (6) or seven (7) days in a studio workweek, he shall, in each case, be entitled to premium pay in accordance with the following rules:

The performer shall receive a premium of an additional one-half (½) day of pay if the performer works six (6) days within a studio workweek.

The performer shall receive a premium of an additional day of pay if the performer works seven (7) days within a workweek (in addition to the one-half day of premium pay for the sixth day worked in the workweek).

The following are examples of the foregoing:

(A) If the performer works seven (7) days in his workweek, he shall be entitled to an additional two (2) days of pay for work beyond five (5) days, plus a premium of one and one-half (1½) additional days of pay or $1,425, whichever is the lesser sum (*i.e.*, eight and one-half (8½) days of pay, or seven (7) days of pay plus $1,425, whichever is the lesser);

(B) If the performer works six (6) days in his workweek, he shall be entitled to an additional day of pay for work beyond five (5) days plus a premium of one-half (½) day of additional pay or $475, whichever is the lesser sum (*i.e.*, seven and one-half (7½) days of pay, or six (6) days of pay plus $475, whichever is the lesser).

(ii) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day.

(iii) For work time in excess of ten (10) hours on any sixth or seventh day in a workweek for which performer receives a premium as above provided, and in the event performer is subject to the overtime provisions of this Schedule F as provided in Section 8, performer shall receive double the straight time hourly rate provided therein, including overtime caused by make-up,

hairdress, wardrobe and fittings, subject, however, to the provisions of Section 8.D.

C. Overnight Location Six (6) Day Workweek

(1) The performer's "overnight location workweek," as above defined, shall be a six (6) day workweek.

(2) (i) Work on Seven (7) Days in the Performer's Workweek

If the performer works on seven (7) days in an overnight location workweek, he shall receive an additional day of pay for work beyond six (6) days plus one (1) day of premium pay or $950, whichever is the lesser sum (*i.e.*, eight (8) days of pay, or seven (7) days of pay plus $950, whichever is the lesser).

(ii) For work time in excess of ten (10) hours on any seventh day, for which performer receives a premium as above provided, and in the event performer is subject to the overtime provisions of this Schedule F as provided in Section 8, performer shall receive double the straight time hourly rate provided therein, including overtime caused by make-up, hairdress, wardrobe and fittings, subject, however, to the provisions of Section 8.D.

D. Shift in Workweek

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to commencement of that workweek.

E. Recall on the Sixth or Seventh Day in a Workweek

If the performer is recalled on a day that is the sixth or seventh day worked in the performer's workweek for retakes, added scenes, etc., the premium for work on such days shall not exceed $950.

F. No Compounding

There shall be no compounding of any premium provided by this Section and the penalty or premium prescribed by Section 9 of this Schedule insofar as such Section relates to the thirty-six (36) hour, fifty-six (56) or fifty-four (54) hour rest period, or Section 6 of this Schedule.

G. Union Branches

Any area in which the Union maintains a branch shall be deemed a five (5) day workweek area for performers employed in such area, when principal photography for a feature is substantially photographed in such area. The scope of such areas is defined in General Provisions, Section 14, entitled "Preference of Employment."

H. Rooms on Overnight Locations

Performers transported to overnight locations shall be provided separate rooms unless such rooms are not available.

6. WORK ON HOLIDAYS AND/OR SIX (6) OR SEVEN (7) DAYS IN THE WORKWEEK BEFORE AND AFTER - SINGLE PICTURE TELEVISION ENGAGEMENT LESS THAN $50,000

The following rules relating to work on a holiday and/or six (6) or seven (7) days in the workweek shall apply to a performer employed on television motion pictures under this Schedule for a single picture engagement at a guaranteed

compensation of less than $50,000, but shall not apply to performers employed under this Schedule for less than one (1) full workweek.

A. The nine (9) holidays hereinafter referred to are the following: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Whenever any of said holidays falls on a Sunday, such holiday for all purposes of this Schedule F shall be deemed to fall on the Monday next succeeding and the sixth and seventh day preceding shall be deemed a sixth and seventh day before such holiday.

B. Studio Five (5) Day Workweek

(1) If a performer is on a studio workweek and works on any of the nine (9) holidays and/or six (6) or seven (7) days in the workweek before, or six (6) or seven (7) days in the workweek after such a holiday, he shall, in each case (that is, separately for the holiday and the sixth or seventh day worked in the workweek), be entitled to a premium for each such respective day on which he works, in accordance with the following rules:

(i) If the performer works on seven (7) days in his workweek, including work on a holiday which is not the sixth day worked in the workweek, he receives two and one-half (2½) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine and one-half (9½) days of pay.

(ii) If the performer works seven (7) days in his workweek, including work on a holiday which is the sixth day worked in the performer's workweek, he receives two (2) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine (9) days of pay.

(iii) (a) If the performer works six (6) days in his workweek, including work on a holiday which is not the sixth day worked in the performer's workweek, he receives one and one-half (1½) premium days of pay plus one (1) additional day of pay for one (1) day of work beyond his five (5) day week or a total of seven and one-half (7½) days of pay.

(b) If the performer works six (6) days in his workweek, including work on a holiday which is the sixth day worked in the performer's workweek, he receives one (1) premium day of pay plus one (1) additional day of pay for one (1) day of work beyond his five (5) day week or a total of seven (7) days of pay.

(2) For work time in excess of ten (10) hours on any such holiday, sixth or seventh day, for which performer receives a premium as above provided, and in the event performer is subject to the overtime provisions of this Schedule F as provided in Section 8, performer shall receive double the straight time hourly rate provided therein, including overtime caused by make-up, hairdress, wardrobe and fittings, subject, however, to the provisions of Section 8.D.

(3) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day, unless it is a holiday.

(4) As to any performer who is entitled to additional compensation for services rendered on any of the nine (9) holidays, it is agreed that if any such holidays shall occur prior to the commencement of the term of employment of any such performer, the sixth or seventh day worked in the workweek after such holiday shall not be deemed, as to such performer, the sixth or seventh day worked in a workweek after a holiday, and if the performer works six (6) or seven (7) days in the workweek prior to a holiday, but the performer's employment is terminated prior to the holiday and at least one (1) day has intervened between such termination and the holiday, such sixth or seventh day worked in the workweek shall be considered an ordinary sixth or seventh day worked under Section 5 above.

C. Overnight Location Six (6) Day Workweek; Work on Holiday or on Holiday and Seven (7) Days - Before and After

(1) If a performer is on an overnight location workweek and works on any of the nine (9) holidays, or on a holiday and seven (7) days before or after such holiday, he shall, in each case (that is, separately for the holiday and for the seventh day worked), be entitled to a premium of an extra day of pay, in accordance with the following rules:

(i) If the performer works seven (7) days in his workwe
including a holiday, he receives two (2) premium days of pay plus one (1)
additional day of pay for one (1) day beyond his six (6) day week or a total of
(9) days of pay.

(ii) If performer works on only six (6) days or less in hi
workweek, including work on a holiday, the performer receives one (1) day o
premium pay or a total of seven (7) days of pay.

(2) For work time in excess of ten (10) hours on any such holi
or seventh day for which performer receives a premium as above provided, in
the event performer is subject to the overtime provisions of this Schedule F, as
provided in Section 8, performer shall receive double the straight time hourly
provided therein, including overtime caused by make-up, hairdress, wardrobe
fittings, subject, however, to the provisions of Section 8.D.

(3) As to any performer who is entitled to additional compen
for services rendered on any of the nine (9) holidays, it is agreed that if any
holiday shall occur prior to the commencement of the term of employment of
such performer, the seventh day worked in the workweek after such holiday
not be deemed, as to such performer, a seventh day worked in the workweek
a holiday; and if the performer works seven (7) days in the workweek prior
holiday, but the performer's employment is terminated prior to the holiday and
least one (1) day has intervened between such termination and the holiday, s
seventh day worked in the workweek shall be considered an ordinary seventh
worked under Section 5 above.

D. Shift in Workweek

Once during the production of a motion picture, or in the case
episodic television, once between hiatus periods (*i.e.*, between the commence
or resumption of production and a cessation of principal photography for th
for at least one week), the Producer may shift the workweek for performers
without incurring extra costs, by adding one (1) or two (2) days off consecu
with the sixth and/or seventh days off in the prior workweek and/or by shift
workweek commencing on a Tuesday to a workweek commencing on a Mo
provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new
week invades the preceding workweek, the Producer shall pay the premium
he sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to
mencement of that workweek.

E. If the performer is not required to work on such a holiday, no
ction shall be made from his guaranteed weekly pay.

F. If performer works on a holiday, sixth or seventh day, he shall be
d to the premiums provided by this paragraph, but insofar as the sixth day
y and seventh day premiums are concerned, there shall be no compounding
premium and the penalty or premium prescribed by Section 9 as the same
to the thirty-six (36) or fifty-six (56) (or fifty-four (54)) hour rest period,
ever is applicable, or Section 8; it being understood that if, for example, a
mer on an overnight location workweek works seven (7) days in his week,
ing work on such a holiday, he shall be entitled to nine (9) days of pay plus
ime, if any.

G. In the event performer works on a sixth or seventh day which is not
e or after a holiday, see Section 5 of this Schedule.

PRORATING

A. Workweek and Payroll Week

Whenever it is necessary to prorate the workweek in order to
ine an additional day of pay, such prorating shall be on the basis of one-
5) of the performer's weekly base rate for either the studio or overnight
on workweek; however, such proration shall not in any manner change the
mer's weekly base rate for either the studio or the overnight location
week.

With respect to prorating the performer's workweek for the purpose of
the performer at the end of a payroll week, that portion of performer's

studio workweek which is part of such payroll week shall be prorated on the ba of one-fifth (1/5) of the weekly base rate for each such day (excluding the sixth and seventh days in the workweek) in that payroll week. This is exclusive of a overtime or premium pay, if any, due in such performer's workweek.

B. Prorating Beyond the Guarantee

With respect to performers under deal contracts, multiple picture contracts or any other employment contracts under which the performer is guaranteed $60,000 or more ($65,000 or more with respect to contracts entered into on or after January 1, 2002) per theatrical picture or $32,000 or more per television picture, such prorating shall be a matter of individual bargaining wi respect to pay for days over the guaranteed period. In any event, when a performer is guaranteed a fixed compensation on a picture or term contract ba such fixed amount shall not be exceeded by reason of the amount of prorati accruing in the final payroll week of the respective period or picture involved.

8. OVERTIME

A. Performers employed under deal contracts or otherwise and multi picture performers whose guaranteed weekly salary is more than $4,400 per w but who are guaranteed less than $40,000 per television motion picture, and performers whose guaranteed weekly salary is over $4,400 per week for tele motion pictures shall be paid daily overtime at double time for each one-tenth (1/10) hour worked in excess of ten (10) hours in any day, figured on the maximum basis of $4,400.

B. For purposes of such overtime only, the performers entitled there shall be governed by the provisions of Schedule C. See Section 13, Schedul Weekly overtime does not apply to this Schedule F.

C. For purposes of this Section, one hour of pay at straight time sh $100.00 for television motion pictures and at double time $200.00.

D. Any such performer whose contract for employment in the mo picture contains a provision giving such performer a percentage or other

cipation in the receipts, revenues or profits of a motion picture shall be paid equired overtime at the time of employment; provided, however, such former may agree in such contract that the overtime payments so made may be ited against such participations when and if received by the performer.

REST PERIOD

A. Twelve (12) Hour Rest Period

The performer shall be entitled to a twelve (12) hour consecutive rest od from the time he is finally dismissed until his first call thereafter, whether make-up, wardrobe, hairdress or any other purpose. However, for a performer loyed on a theatrical motion picture, the rest period may be reduced to eleven hours on any two (2) non-consecutive days in an overnight location kweek.

B. Thirty-Six (36) Hour Rest Period

The performer shall be entitled to one (1) rest period in each week of six (36) consecutive hours; provided, however, that if the performer is not ired to work on the twenty-four (24) hours constituting the first day of any week and has not worked for Producer during the twelve (12) hours diately preceding such day, or if the performer is not required to work on the y-four (24) hours constituting the last day of any workweek and does not for the Producer during the twelve (12) hours immediately succeeding such hen the thirty-six (36) hour rest period requirement shall be satisfied rdless of the fact that twelve (12) hours thereof may be in the preceding or ding week. When the performer works on seven (7) days in any week and in addition to his base pay, an extra day of pay therefor, the performer not be given a thirty-six (36) hour rest period for such week, but must ntinue to receive his twelve (12) hour rest periods.

C. Fifty-Six (56) Hour Rest Period

When the performer is given two (2) consecutive days off during a workweek, the thirty-six (36) consecutive hour rest period shall be

increased to fifty-six (56) consecutive hours. However, when there is night shooting consisting primarily of exterior photography and the performer's call is not earlier than 3:00 p.m. and he is dismissed in the studio at or before midnight on Friday, such fifty-six (56) hour rest period, if otherwise applicable, may be reduced to fifty-four (54) hours.

In lieu of the fifty-six (56) hour rest period, the performer may be given a fifty-four (54) hour rest period when the call time for the first day of the workweek following the rest period is not earlier than 6:00 a.m.

D. The above provisions regarding the rest period shall be subject to the following exceptions:

(1) When the Producer is photographing on a location other than an overnight location, the twelve (12) hour rest period may be reduced to ten (10) hours if exterior photography is required on such location on the day before and the day after such reduced rest period. When such reduction is allowed on any day by reason of exterior photography on a nearby location, it may not be again allowed until after three (3) consecutive days have intervened.

(2) When a performer arrives at his place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period with respect to the first call following such arrival may be ten (10) hours instead of twelve (12) hours, but the first call must be at the place of lodging.

(3) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the performer is given a berth on a boat or train for each night of traveling, the time spent in such traveling, to or from such location, shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period.

(4) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the performer is given a berth on a boat or train, or if the performer elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the twelve (12) hour rest period.

(5) The first call at the lodging for work (including make-up, hairdress, wardrobe or travel) determines the time of first call for the next day for the purpose of computing the rest period.

E. The performer may waive the rest period without the Union's consent but, if he does so, he shall be entitled to one (1) day of pay or $950, whichever is the lesser sum. A performer may be required to waive the rest period if the violation, in the case of the twelve (12) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. The performer may, in any case, be required to waive the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period. In any case in which the performer waives either rest period, the payment of one (1) day of pay, not exceeding $950, shall be automatically incurred. The payment may not be waived without the consent of the Union.

F. Whenever it is provided in this Schedule that there shall be no compounding of any premium pay and the payment for breach of the thirty-six (36) hour or fifty-six (56) (or fifty-four (54)) hour rest period, it is expressly understood that the eleven (11) or twelve (12) hour rest period between calls, and the payment for violation thereof, remains in effect.

G. Any performer who is required to travel by air in excess of four (4) scheduled hours to a location may not be called for work without a ten (10) hour rest period. The ten (10) hour rest period shall commence from the time of arrival at the hotel, provided the performer goes directly to the hotel designated by the Producer. Failure to provide such ten (10) hours constitutes a rest period violation.

10. MEAL PERIODS

A. Allowable meal periods shall not be counted as work time for any purpose. A meal period shall not be less than one-half (½) hour nor more than one hour in length. The performer's first meal period shall commence within six hours following the time of his first call for the day; succeeding meal periods for the same performer shall commence within six (6) hours after the end of the preceding meal period. There will be a twelve (12) minute grace period, which is

not to be a scheduled grace period, prior to imposition of any meal penalty, provided that the six (6) hour period between meals has not been extended as permitted by the following sentence. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If, on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render the catering service by contract, or if delay is caused by common carriers such as railroads, there shall be no penalty for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no penalty for the violation; but if such delay shall continue beyond one-half (½) hour, work shall cease and the time intervening between such cessation of work and the meal period shall be work time.

The performer shall be entitled to 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 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 the 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.

If, by reason of a long make-up, wardrobe or hairdress period of a performer, application of the rule would require a meal period for such performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such performer before the time for his set call, it being understood that no deduction shall be made from work time for such period; it is further understood, however, that such performer shall be given a meal period within six (6) hours from the time such food is made available to the performer.

Outside the studio, when the crew is provided a meal or a meal allowance (as distinguished from *per diem* or penalty), the performers (other than those receiving a *per diem* allowance for meals on overnight locations) will be provided either a meal or a meal allowance when they have satisfied the same terms and conditions for entitlement to such meal or meal allowance as the crew.

B. The following amounts shall be paid to performers for meal period violations:

(1)	For the first one-half (½) hour or fraction thereof:	$25.00 per performer
(2)	For the second one-half (½) hour or fraction thereof:	$35.00 per performer
(3)	For the third one-half (½) hour and each additional one-half (½) hour or fraction thereof:	$50.00 per performer

11. MAKE-UP, HAIRDRESS, WARDROBE

A. The Producer may require a performer to report made up, with hairdress and/or in wardrobe, without assistance from the Producer.

B. If any special hairdress necessitating an expenditure is required by Producer, Producer shall either furnish such hairdress or Producer may designate facilities for the procurement of such hairdress and reimburse performer for amounts expended.

C. Wardrobe supplied by the performer, which is damaged in the course of employment, shall either be repaired by Producer, or repaired at the expense of Producer at facilities designated by Producer, provided that notice of such damage is given to Producer prior to the termination of the performer's employment.

D. When other than ordinary make-up, hairdress or wardrobe requires assistance in the removal thereof, such removal time shall be work time.

When performer is not otherwise on compensable work time, performer shall be compensated for up to fifteen (15) minutes of time spent in the removal of ordinary make-up, hairdress or wardrobe at the applicable overtime rate. Such compensation shall be based on actual time and shall not trigger

additional one-tenth (1/10) hourly increments of pay. Such removal time shall be considered in computing rest period violations or other premiums or penalt

12. DRESSING ROOMS

A. See General Provisions, Section 21.

B. Whenever a performer is required by Producer to make a change wardrobe, Producer shall provide suitable facilities affording privacy for such purpose. A private canvas dressing room will be deemed a "suitable facility" a separate dressing room need not be furnished for each performer.

13. TOURS AND PERSONAL APPEARANCES

A. As to all term contract performers under this Schedule F, if the performer is not working in a picture, he shall receive a day of pay at straight for each day, including travel days, in which he is engaged in tours or personal appearances.

B. First-class transportation and reasonable expenses shall be paid performers on tours and personal appearances.

C. Producer shall cooperate to ensure that performers on tour and personal appearances are allowed adequate rest periods.

D. One personal appearance of any such performer requested by the Producer in connection with the opening of any picture in which such perform has performed, one rehearsal in connection therewith and any period immedia prior thereto which otherwise would not be work time, shall not be work time any purpose. Personal appearances requested of any such performer by the Producer in connection with any benefit approved by the Theatre Authority so long as the same has the sanction of the Union, or by any similar agency substituted therefor which at the time has the sanction of the Union, rehearsal connection therewith and any period immediately prior thereto which otherw would not be work time, shall not be work time for any purpose.

RIGHT TO NAME OR CHARACTER

No Producer shall, after the termination of the performer's employment, vent such performer from continuing the use of any stage or screen name used such performer. The name of a role owned or created by the Producer, such as an or Charlie Chan, belongs to the Producer and not to the performer.

ILLNESS - CANCELLATION PERIOD

The cancellation period specified in the illness clause of a contract rmer's individual contract shall not be less than a period or aggregate of ds of three (3) weeks per year.

LENGTH OF LAYOFF

A layoff for a contract performer shall be for at least one (1) consecutive subject to recall for retakes and added scenes as more particularly provided ction 17.B. of this Schedule. If the unused portion of any layoff shall be less one (1) week, such unused layoff may be availed of by the Producer at any but only in one (1) consecutive period.

BREAKING THE LAYOFF

A. Services Which Break the Layoff

The rendition by a performer of any of the following services shall the layoff: Principal photography, including recording and rehearsals in ction therewith; auditions; tests; story, song and production conferences occur at the request of the Producer; publicity stills connected with tion which are made at the request of the Producer; fittings; hairdress; p; wardrobe; and radio and personal appearances made at the direction of oducer. Training or coaching of the performer shall break the layoff unless a is granted therefor; the Union agrees, upon the request of the performer, to grant such waivers.

When the performer has had less than one (1) week of layoff prior the commencement of such services, the performer shall be deemed not to have been on layoff and his regular salary shall continue to accrue during the intervening period. When the performer has had a week or more of layoff before commencing any of such services, then the performer shall be placed on salary the time of commencing such services unless the Union has agreed to issue a waiver therefor.

B. Services Which Do Not Break the Layoff

(1) A performer may be required to render services in retakes and added scenes while on layoff, and such services shall not be deemed to interrupt break the layoff; however, the performer shall be entitled to pay at one-sixth of his weekly rate for the day or days upon which he renders such services.

(2) A performer may be requested to render the following services which shall not break the layoff: Submission of scripts to the performer at the studio or elsewhere; publicity interviews and publicity stills in connection therewith; fashion stills; consultation on proposed hairdress, make-up, and wardrobe; "music voice key;" and radio or personal appearances not made at direction of the Producer. The performer shall not be entitled to any compensation for rendering the services enumerated in this subsection (2).

C. The provisions of this Schedule which relate to breaking the layoff may not be changed to the detriment of the performer by the terms of an individual employment contract without the approval of the Union.

18. REHEARSAL TIME

A. The reading of lines, acting, singing or dancing, in preparation performer's performance, in the presence and under the supervision of a representative of Producer, constitutes a rehearsal. Rehearsals shall be compensated work time, except that as to deal performers, this shall be a matter of individual bargaining.

B. Auditions, tests, interviews, make-up and wardrobe tests do not constitute rehearsals.

C. The Union agrees to freely grant waivers for the training of a performer in a particular skill such as horseback riding, fencing, etc. Compensation, if any, shall be agreed to between the performer and the Producer, subject to the approval of the Union.

D. Neither tests, auditions, fittings, publicity stills, pre-production stills, recordings nor training under subsection C. above, after employment but before the starting date of such employment, shall start the employment period of the performer. Compensation, if any, for any of such services shall be as otherwise provided in this Schedule.

COMMERCIALS

A. All commercials shall be bargained for separately by the performer and Producer under the terms of the industry-wide Screen Actors Guild Commercials Contract in effect at the time of such bargaining.

B. Employment agreements in effect on July 1, 2001 shall be excluded from the foregoing provision and shall be governed by the Television Agreement in effect when such employment contract was entered into.

TRAVEL ON THE SEVENTH DAY IN THE WORKWEEK OR HOLIDAYS

Travel on a day that is the seventh day worked in the performer's workweek or holidays shall be deemed work time for purposes of premium pay and, as to deal performers, shall entitle performer to a day of pay plus a sum of an additional one-half (½) day of pay; deal performers shall be paid a day's pay, but if the performer's salary is over $50,000, he shall be paid a day of $50,000, whichever is less.

21. APPLICABLE PROVISIONS OF SCHEDULE F INCLUDED IN INDIVIDUAL CONTRACTS

The respective provisions and exceptions of this Schedule shall become part of the individual contract of the performer to whose classification such provisions and exceptions apply.

W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on the first day employment.

W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law.

22. REPLACEMENT OF PERFORMER

In the event that a performer is replaced in the role, the performer, or performer's agent, shall be notified of this fact at the time of the replacement.

23. INTERVIEWS AND AUDITIONS

A. A performer shall not be kept waiting for an interview or audition more than one (1) hour after the time scheduled for the interview or audition. type of interview or audition referred to is an interview or audition for a specific picture, not a general or get-acquainted type of interview. If the performer is more than five (5) minutes late, the above rule shall not be applicable. It is not the intent of this provision to limit the duration of the interview or audition itself. performer is detained for more than the permitted period, he shall be compensated for the excess time he is required to wait at his straight time hourly rate in one (½) hour units. If no salary has been agreed upon before the interview or audition and if the performer and Producer cannot agree on the applicable salary, the rate at which such performer shall be compensated for such excess time shall be determined by conciliation and, if conciliation fails, by arbitration in accordance

the applicable provisions of the Basic Agreement. However, claims for ation of this subsection A. must be filed by the Screen Actors Guild not later than fifteen (15) days after the date of the alleged violation.

B. If parking space is not provided or readily available, Producer will idate or reimburse parking costs incurred by performers in connection with views.

C. The latest version of the script will be made accessible to the former in the casting office twenty-four (24) hours in advance of a scheduled ing or immediately after the scheduling of the interview, whichever last urs.

D. For scheduled interviews (other than general or get-acquainted type views) and auditions conducted and confirmed by the casting office (or, if ducer has no casting office, in the office of Producer's casting representative), n-in sheets shall be required at the place where the performer is first directed to rt. Copies of such sheets shall be kept by Producer for thirty (30) days and, ng that time, such sheets will be made available to the Union upon request. sign-in sheet shall indicate whether parking was provided.

Sign-in sheets for scheduled interviews and auditions shall include llowing information: performer's name; social security number; name of performer's agent (if any); whether the interview or audition was videotaped; ther parking was provided; whether the script was available; actual call; ing time; and performer's initials.

E. A person authorized to effectively recommend selection shall be ent at any second or subsequent interview/audition for a specific role.

F. If a performer who has been individually interviewed or auditioned specific role desires to have the videotape of such interview or audition ed, the Producer will do so upon written request of the performer. If two (2) re performers are so interviewed or auditioned together on the same otape, the Producer will erase such tape upon the written request of all such rmers. In either case, the erasure will take place after completion of the ing process.

G. In connection with auditions or interviews, Producer shall have the right to state its intention with respect to the terms and conditions of employment for the role. Performers who do not intend to accept such terms and conditions shall nevertheless have the right to audition or interview and negotiate for better terms and conditions at the time of hiring.

SCHEDULE G-I

PROFESSIONAL SINGERS EMPLOYED BY THE DAY

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SCHEDULE G-I

PROFESSIONAL SINGERS EMPLOYED BY THE DAY

1. DEFINITIONS

A. Professional Singer

A professional singer is a person who is employed primarily to sing either as a solo or in a group requiring unison or harmony. Non-professional singing, such as by background actors, is excluded from this definition. A professional singer is herein referred to as a singer.

B. The provisions of this Schedule shall not apply to a person who is employed either as a day performer, freelance performer, contract performer, multiple picture performer or deal performer.

2. SCHEDULE G-I INCLUDED IN INDIVIDUAL CONTRACTS

The provisions of this Schedule shall be deemed incorporated in the individual contract of employment between Producer and each singer covered hereunder; the Producer and the individual singer shall each be bound thereby.

3. MINIMUM WAGE

A. The minimum rates per day for singers (on-camera or off-camera) employed by the day shall be as follows:

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30/04
Solo & Duo	$686	$707	$732
Groups 3-8	603	621	643
Groups 9 or more	526	542	561

(continued)

(continued)

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30/04
Mouthing 1-16	$504	$519	$537
Mouthing 17 or more	393	405	419
Sweetening with or without overdubbing, an additional (per day)	+100%	+100%	+100%
Overdubbing only, an additional	+33-1/3%	+33-1/3%	+33-1/3%

The mouthing provisions apply only when the performer is mouthing to a track of his/her own voice; otherwise, the special ability provisions in Schedule G-II, Part I or Schedule X, Part II, to the extent those provisions are applicable, apply when "mouthing" to someone else singing or to a phonograph recording.

B. When a singer is required to perform services as a contractor he (she) shall be entitled to receive the following:

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30/04
Three (3) to eight (8) singers - an additional one-half check	$303	$312	$323
Nine (9) or more singers - an additional full check	526	542	561

C. Step-Out Category

(1) If a solo or duo is called upon to step out of a group to sing fifteen (15) or less cumulative bars during a session, he (they) shall be paid an adjustment of fifty percent (50%) of the solo/duo rate in addition to the appropriate group rate for that day.

(2) If a solo or duo is called upon to step out of a group to sing sixteen (16) or more cumulative bars, or remain more than one (1) hour after the group has been released, to perform a solo or duo of any length, he (they) shall be paid the full solo/duo rate in addition to the appropriate group rate for that day.

(3) Any member of a group who steps out to perform as part of a duo or trio group to sing over four (4) consecutive bars shall be paid at the smaller group rate for that day. Such re-classification shall not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

D. W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on the first day of employment.

W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law. W-4 forms shall be attached to performer contracts.

"CONSECUTIVE OR CONTINUOUS EMPLOYMENT" NOT APPLICABLE

Singers employed by the day shall not be entitled to compensation for days between calls.

PHONOGRAPH RECORDS AND TAPE RECORDINGS

There shall be separate bargaining at the time of employment between a singer and Producer for the use of sound track on phonograph records or tape; otherwise, such rights may not be acquired. Singers' contracts for phonograph records or tape recordings shall contain a separate clause to be initialed at the time of employment providing for the use of sound track on records or tape recordings for not less than the AFTRA rate.

6. FIVE (5) MINUTE BREAKS

Singers shall be given a five (5) minute rest period in each hour of recording.

7. RETAKES, ADDED SCENES, ETC.

A singer employed by the day may be recalled by the Producer and singer will report for services in connection with retakes, added scenes, sound track, process shots, transparencies, trick shots, trailers, foreign ve and mouthing to playback of the singer's own voice. Compensation shal to the singer only for the day or days on which he is actually so employe services are commenced within four (4) months (six (6) months for theat motion pictures, pilots or long-form television motion pictures (includin part closed-end series)) after the prior termination of employment, com therefor shall be at the daily rate originally agreed upon.

8. AVAILABILITY FOR RECALL AFTER EMPLOYMENT

The Producer may not agree with any singer that the singer will himself available for any day after the termination of an original perio employment (which may be as short as one (1) day) unless the Produc the same time to employ the singer for such day. It is agreed, howeve singer may be recalled by the Producer and will report, at any time pri completion of production of the photoplay for which he was originall on the same terms and conditions (except as to the original term of em provided that he is not then otherwise employed.

9. SPECIALTY SINGERS - USE OF RECORDING; USE OF PHOTOGRAPHY IN OTHER PHOTOPLAYS

This Section shall apply only to a specialty singer defined as a singer employed for a solo or employed as a part of a "name" group

If any part of the recording by any specialty singer of any individual other musical composition be included by the Producer in any photoplay ly cut and released), in connection with the production of which such g was obtained, the Producer shall not thereafter include in any other ay or photoplays or make any other use of any part of the photography of ger accompanying such recording of that particular song or musical sition, or use, in connection with any other photoplay or photoplays, or e the name of such singer in connection with such recording; but the limitations upon the use of such singer's name shall not apply to any otoplay or photoplays in connection with which such singer is employed m additional services, nor shall the aforesaid limitations be deemed to right of the Producer to include all or any part of such recording in any otoplay or photoplays if no part of the photography of such singer ying such recording be included therein and (provided such singer be oyed in connection with such other photoplay) if the name of such singer ed in connection with such recording. If no part of the recording by any ger of any individual song or other musical composition be included by ucer in the photoplay (as finally cut and released), in connection with the on of which such recording was obtained, then in such event, the Producer either of the following options:

(1) The Producer may include in any other photoplay all or any ch recording of that particular song or musical composition together with graphy of the singer accompanying such recording and may use in therewith the name of the singer; but in such event, the Producer may any part of such recording of that particular song or musical on or any photography accompanying the same in any other photoplay or or make any other use thereof; or

(2) The Producer may use all or any part of the recording of such song or other musical composition in any other photoplay or photoplays herwise), but may not then or thereafter use for any purpose any ny of such singer accompanying the same, and may not use the name of in connection with any such use of the recording or otherwise; but the mitation upon the use of the singer's name shall not apply to any other photoplays in connection with which such singer is employed to ditional services.

The Producer's right in and to any such recording and in the photography of any such singer accompanying any such recording, and to the use of such singer's name and likeness in connection therewith, shall not be limited or qualified by this Section, except as expressly provided. All or any of the aforesaid limitations may be waived by the Union at any time and from time to time. With respect to the photoplay in which the photography and recording authorized to be used by the foregoing provisions hereof, the Producer shall have the right to produce, reproduce, transmit, exhibit, distribute and exploit any of the singer's acts, poses, plays and appearances of any and all kinds and shall have the right to record, reproduce, transmit, exhibit and exploit in connection with the photoplay the singer's voice and all instrumental, musical and other sound effects produced by the singer in connection with such acts, poses, plays and appearances. In connection with any photoplay in which the Producer is authorized to use solely the recordings of the singer as above provided, the Producer shall have the right to record, reproduce, transmit, exhibit, distribute and exploit the singer's voice and all instrumental, musical and other sound effects produced by the singer in connection with such recording, but without the use of the singer's name or photography except with respect to the singer's name if the singer is again employed as above provided. The term "photoplay," as used above, shall be deemed to include motion pictures (not including so-called "soundies" or "machine movies") produced and/or exhibited with sound or voice recording, reproducing and/or transmitting devices, radio devices and all other instruments and devices, including television, which are now or hereafter may be used in connection with the production and/or exhibition and/or transmission of any present or future kind of motion picture production. Whenever the Producer, under the foregoing, has the right to use the singer's name, the Producer shall likewise have the right to use and give publicity to the singer's name and photographic or otherwise, and to recordations and reproductions of the singer's voice and all instrumental, musical and other sound effects produced by the singer in connection with the advertising and exploitation of said photoplay. The rights in this Section granted to the Producer shall inure to the benefit not only of the Producer but also to the benefit of all persons who may hereafter acquire from the Producer any right to distribute, transmit, exhibit, advertise or exploit the said photoplay.

B. Notwithstanding anything to the contrary herein contained, the rights hereinbefore granted to the Producer to use the photography of any singer

accompanying any recording by such singer of any individual song or other musical composition or his name in a photoplay, other than the photoplay in connection with the production of which such recording was obtained, may not be used unless there shall be included in or endorsed upon such singer's employment contract or confirmation of employment and separately signed or initialed by such singer, a statement in the following form:

"The singer realizes that as to any individual song or recording not used in the photoplay for which the singer is employed, the Producer may use the recording thereof forever in other photoplays, or may use the recording, name and photography thereof in other photoplays (so long as no part is used twice) without additional compensation to the singer."

APPLICABLE PROVISIONS OF SCHEDULE A

The following Sections of Schedule A are hereby incorporated by reference and shall apply to the employment of singers employed by the day:

SCHEDULE A

Section

4. ENGAGEMENT - DELIVERY OF CONTRACT
5. RECALL FOR NEXT DAY
7. CONVERSION TO WEEKLY BASIS
8. HOURS PER DAY
9. OVERTIME
10. REST PERIOD
11. MAKE-UP, HAIRDRESS AND WARDROBE
12. WORK TIME - DEFINITIONS AND EXCEPTIONS
13. MEAL PERIODS
14. INTERVIEWS
15. AUDITIONS, TESTS
16. FITTINGS, WARDROBE TESTS, MAKE-UP TESTS
17. STORY, SONG AND PRODUCTION CONFERENCES

18. STUDY OF LINES OR SCRIPT
19. PUBLICITY INTERVIEWS
20. PUBLICITY STILLS
21. REHEARSAL TIME
22. NIGHT WORK
23. WORK ON SIX (6) OR SEVEN (7) DAYS IN THE WORKWEEK (See also subsection (b) below)
24. WORK ON HOLIDAYS; WORK BEFORE AND AFTER HOLIDAYS
25. WEATHER-PERMITTING CALLS
26. SCRIPT LINES
27. STUNT ADJUSTMENT
29. OVERLAPPING ENGAGEMENT
32. TRAVEL TIME - RULES AND DEFINITIONS
33. RIGHT TO NAME OR CHARACTER
34. RATE NOT SPECIFIED
35. TIME OF PAYMENT

(b) A performer employed under this Schedule on a day or days contiguous to principal photography shall be paid at time and one-half, if such work is performed on a Saturday, or at double time, if such work is performed Sunday, unless such work is scheduled on Saturday or Sunday to accommodate schedule of any performer. In the latter case, and in all other cases not covered the preceding sentence, all such performers shall be compensated at straight

11. "OVERDUBBING" (MULTIPLE TRACKING)

When a singer re-records over the singer's original track containing the same material as recorded on the original track, the rate for overdubbing alone shall be thirty-three and one-third percent (33-1/3%) of the applicable rate, as provided in Section 3 hereof. Such overdubbing shall be without limitation as to the number of tracks.

"SWEETENING"

When a singer makes a new track containing new or variant material, and such track over the singer's original track, the rate, with or without dubbing", shall be one hundred percent (100%) of the applicable rate, as in Section 3 hereof. Such sweetening shall be without limitation as to mber of tracks.

CONTRACTORS (THEATRICAL MOTION PICTURES)

contractor shall be required on all engagements of groups consisting of or more singers. The contractor shall be present at all times during the and, in all cases, shall be a performing member of the group, except in ses in which the sex of the group precludes the utilization of the tor's singing performance, or in the case of hiring a children's singing The contractor shall be considered a member of the vocal group for purposes and shall be covered by all terms of the applicable Union

The foregoing shall not be applicable to three (3) or more singers who are blished group or act.

SCHEDULE G-II

PROFESSIONAL SINGERS EMPLOYED BY THE WEEK ON VISION MOTION PICTURES AT $4,400 OR LESS PER WEEK AND PROFESSIONAL SINGERS EMPLOYED BY THE WEEK ON ATRICAL MOTION PICTURES AT $5,500 OR LESS PER WEEK

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SCHEDULE G-II

PROFESSIONAL SINGERS EMPLOYED BY THE WEEK ON TELEVISION MOTION PICTURES AT $4,400 OR LESS PER WEEK AND PROFESSIONAL SINGERS EMPLOYED BY THE WEEK ON THEATRICAL MOTION PICTURES AT $5,500 OR LESS PER WEEK

1. DEFINITION

A. Professional Singer

A professional singer is a person who is employed primarily to sing either as a solo or in a group requiring unison or harmony. Non-professional singing, such as by background actors, is excluded from this definition. A professional singer is herein referred to as a singer.

B. The provisions of this Schedule shall not apply to a person who is employed either as a day performer, freelance performer, contract performer, multiple picture performer or deal performer.

2. SCHEDULE G-II INCLUDED IN INDIVIDUAL CONTRACTS

The provisions of this Schedule shall be deemed incorporated in the individual contract of employment between Producer and each singer covered hereunder employed by the week on television motion pictures at $4,400 or less per week and who is guaranteed less than $32,000 per television picture and in the individual contract of employment between Producer and each singer covered hereunder employed by the week on theatrical motion pictures at $5,500 or less per week and who is guaranteed less than $60,000 per theatrical picture ($65,000 per theatrical picture with respect to contracts entered into on or after January 1, 2002); the Producer and the individual singer shall each be bound thereby.

W-4 forms shall be presented to performer no later than the first day of employment. A W-4 form may be given to performer on the set on the first day of employment.

W-4 forms shall be available on every set. It shall be the performer's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a performer fails to do so, there shall be no retroactive adjustments to the withholding required by law. W-4 forms shall be attached to three-day performer contracts.

MINIMUM SALARY PER WEEK

A. The minimum rates for singers employed by the week shall be as follows:

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30/04
Solo and Duo	$2,206	$2,272	$2,352
Groups 3-8	2,023	2,084	2,157
Groups 9 or more	1,841	1,896	1,962
"Step Out" (per day) Up to 15 Cumulative Bars	343	353	365
"Step Out" (per day) 16+ cumulative bars, or if detained 1 hour + after group released, to perform a solo or duo of any length	686	707	732

Sweetening with or without overdubbing (per day) an additional one hundred percent (100%) of the *pro rata* daily rate.

Overdubbing only (per day) an additional thirty-three and one-third percent (33-1/3%) of the *pro rata* daily rate.

B. When a singer is required to perform services as a contractor, he shall be entitled to receive the following:

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30/04
3 to 8 Singers	$1,011	$1,041	$1,077
9 or more Singers	1,841	1,896	1,962

C. A singer called out of a choral group and required to sing five (5) bars or more shall be paid an additional sum of $39 ($40 effective July 1, 2002 and $41 effective July 1, 2003) for that day.

D. Any member of a group who steps out to perform as part of a smaller group to sing over four (4) consecutive bars shall be paid at the smaller group fee for that day. Such reclassification shall not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

4. "CONSECUTIVE EMPLOYMENT" AND "RIGHT TO THE ROLE" NOT APPLICABLE

Singers employed by the week are not entitled to consecutive employment nor to the right to the role, it being agreed that such singers may be subsequently used in the picture without payment of compensation for intervening time.

5. ONE (1) WEEK GUARANTEE - RE-EMPLOYMENT

A. The initial period of employment will be one (1) week in duration, subject to suspension or earlier termination as provided in Section 11 of this Schedule. The employment of such singer may be terminated at any time after the initial week. Any period beyond one (1) week may be prorated on a daily basis.

B. Any such singer employed by the week may be subsequently employed in the same picture on a weekly basis pursuant to the terms of this Schedule, with an initial period of such re-employment of one (1) week, or on a daily basis pursuant to the provisions of Schedule G-I.

6. PHONOGRAPH RECORDS AND TAPE

There shall be separate bargaining at the time of employment between a singer and Producer for the use of sound track on phonograph records or tape; otherwise, such rights may not be acquired. Singers' contracts for phonograph records or tape recordings shall contain a separate clause to be initialed at the time of employment providing for the use of sound track on records or tape recordings to be not less than the AFTRA rate.

7. FIVE (5) MINUTE BREAKS

Singers shall be given a five (5) minute rest period in each hour of recording.

8. AVAILABILITY FOR RECALL AFTER EMPLOYMENT

The Producer may not agree with any specialty singer that the specialty singer will hold himself available for any day after the termination of an original period of employment unless the Producer agrees at the same time to employ the specialty singer for such day. It is agreed, however, that the specialty singer may be recalled by the Producer and will report, at any time prior to the completion of production of the photoplay for which he was originally employed, on the same terms and conditions (except as to the original term of employment), provided that he is not then otherwise employed.

9. RETAKES, ADDED SCENES, ETC.

A singer employed by the week may be recalled by the Producer and such singer will report for services in connection with retakes, added scenes, changes, sound track, process shots, transparencies, trick shots, trailers, foreign versions and mouthing to playback of the singer's own voice. Compensation shall be paid to the singer only for the day or days on which he is actually so employed. If such services are commenced within four (4) months (six (6) months for theatrical motion pictures, pilots or long-form television motion pictures (including multi-part closed-end series) after the prior termination of employment, compensation therefor shall be at the daily rate originally agreed upon.

The performer's contract shall not include guarantees for looping, retakes, added scenes, process transparencies, trick shots, trailers, changes or foreign versions (subject to availability) outside the period of consecutive employment.

10. SPECIALTY SINGERS - USE OF RECORDING; USE OF PHOTOGRAPHY IN OTHER PHOTOPLAYS

This Section shall apply only to a specialty singer, defined as a singer employed for a solo or employed as a part of a "name" group.

A. If any part of the recording by any specialty singer of any individual song or other musical composition be included by the Producer in any photoplay (as finally cut and released), in connection with the production of which such recording was obtained, the Producer shall not thereafter include in any other photoplay or photoplays or make any other use of any part of the photography of such singer accompanying such recording of that particular song or musical composition, or use, in connection with any other photoplay or photoplays, or otherwise, the name of such singer in connection with such recording; but the aforesaid limitations upon the use of such singer's name shall not apply to any other photoplay or photoplays in connection with which such singer is employed to perform additional services, nor shall the aforesaid limitations be deemed to limit the right of the Producer to include all or any part of such recording in any other photoplay or photoplays if no part of the photography of such singer accompanying such recording be included therein and (provided such singer be

not employed in connection with such other photoplay) if the name of such singer is not used in connection with such recording. If no part of the recording by any such singer of any individual song or other musical composition be included by the Producer in the photoplay (as finally cut and released) in connection with the production of which such recording was obtained, then in such event, the Producer shall have either of the following options:

(1) The Producer may include in any other photoplay all or any part of such recording of that particular song or musical composition together with any photography of the singer accompanying such recording and may use, in connection therewith, the name of the singer; but in such event, the Producer may not include any part of such recording of that particular song or musical composition or any photography accompanying the same in any other photoplay or photoplays, or make any other use thereof; or

(2) The Producer may use all or any part of the recording of such individual song or other musical composition in any other photoplay or photoplays (but not otherwise), but may not then or thereafter use for any purpose any photography of such singer accompanying the same, and may not use the name of such singer in connection with any such use of the recording or otherwise; but the aforesaid limitation upon the use of the singer's name shall not apply to any other photoplay or photoplays in connection with which such singer is employed to perform additional services.

The Producer's rights in and to any such recording and in and to the photography of any such singer accompanying any such recording, and in and to the use of such singer's name and likeness in connection therewith, shall not be limited or qualified by this Section nor the Codified Basic Agreement of 2001, except as expressly provided. All or any of the aforesaid limitations may be waived by the Union at any time and from time to time. With respect to the photoplay in which the photography and recording is authorized to be used by the foregoing provisions hereof, the Producer shall have the right to produce, reproduce, transmit, exhibit, distribute and exploit any and all of the singer's acts, poses, plays and appearances of any and all kinds and shall have the right to record, reproduce, transmit, exhibit and exploit in connection with the photoplay the singer's voice and all instrumental, musical and other sound effects produced by the singer in connection with such acts, poses, plays and appearances. In

connection with any photoplay in which the Producer is authorized to use solely the recordings of the singer as above provided, the Producer shall have the right to record, reproduce, transmit, exhibit, distribute and exploit the singer's voice and all instrumental, musical and other sound effects produced by the singer in connection with such recording, but without the use of the singer's name or photography except with respect to the singer's name when the singer is again employed as above provided. The term "photoplay," as used above, shall be deemed to include motion pictures (not including so-called "slot machine movies") produced and/or exhibited with sound or voice recording, reproducing and/or transmitting devices, radio devices and all other improvements and devices, including television, which are now or hereafter may be used in connection with the production and/or exhibition and/or transmission of any present or future kind of motion picture production. Whenever the Producer, under the foregoing, has the right to use the singer's name, the Producer shall likewise have the right to use and give publicity to the singer's name and likeness, photographic or otherwise, and to recordations and reproductions of the singer's voice and all instrumental, musical and other sound effects produced by the singer in connection with the advertising and exploitation of said photoplay. The rights in this Section granted to the Producer shall inure to the benefit not only of the Producer but also to the benefit of all persons who may hereafter acquire from the Producer any right to distribute, transmit, exhibit, advertise or exploit said photoplay.

B. Notwithstanding anything to the contrary herein contained, the right hereinbefore granted to the Producer to use the photography of any such singer accompanying any recording by such singer of any individual song or other musical composition or his name in a photoplay, other than the photoplay in connection with the production of which such recording was obtained, may not be exercised unless there shall be included in or endorsed upon such singer's employment contract or confirmation of employment, and separately signed or initialed by such singer, a statement in the following form:

> "The singer realizes that as to any individual song or recording not used in the photoplay for which the singer is employed, the Producer may use the recording thereof forever in other photoplays, or may use the recording, name and photography thereof in other photoplays (so long as no part is used twice) without additional compensation to the singer."

11. EMERGENCY SUSPENSION OR TERMINATION

Producer may terminate the employment of a singer employed by the week for any of the following reasons: If the production of the photoplay specified in the singer's contract be necessarily prevented, suspended or postponed during the course of production, by reason of fire, accident, strike, riot, act of God or of the public enemy, any executive or judicial order, illness of any other member of the cast or of the director, or the disability, failure or default of such singer. In the event that such singer's employment be terminated prior to the expiration of the first week of the singer's term of employment for any of the above-named reasons other than the disability, failure or default of such singer, such singer shall be entitled to the balance of his first week of compensation. In the event of termination by reason of the disability, failure or default of such singer, the Producer shall be obligated to pay such singer the balance, if any, that is then unpaid for services theretofore rendered, and the Producer shall be discharged of and from any and all liability whatsoever under said contract.

It shall be the duty of the Producer, during the first week of any such prevention, suspension or postponement, to notify the singer in writing whether the Producer will entirely discontinue the production or further suspend or postpone it.

12. RESUMED PRODUCTION AFTER TERMINATION

If the Producer has elected to terminate or suspend a singer's employment under a weekly contract pursuant to its rights under Section 11 of this Schedule, and the Producer shall desire to resume the production of said photoplay, the Producer shall notify the singer of its election to so resume and, in such event, the singer agrees to render his services in connection with such resumed production as and when the Producer may request, unless the singer is otherwise employed, but if otherwise employed, the singer will cooperate to the fullest extent in trying to make his services available to the Producer in connection with such resumed production. If production is resumed within six (6) months from the date of termination, the singer's compensation shall be at a daily rate equal to one-sixth (1/6) of the weekly rate specified in the singer's original employment contract and

shall be payable only from the date of the commencement of the singer's [illegible] in such resumed production.

13. APPLICABLE PROVISIONS OF SCHEDULE B

The following Sections of Schedule B are hereby incorporated by [illegible] and shall apply to the employment of singers employed hereunder by the [illegible]

SCHEDULE B

Section

3. MINIMUM CONTRACT - REQUIRED PROVISIO[illegible]
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6. EXECUTION OF AGREEMENT - ENGAGEMENT DELIVERY OF CONTRACT
7. RATE NOT SPECIFIED
8. STUDIO PAYROLL WEEK - TIME OF PAYME[illegible]
9. THE PERFORMER'S WORKWEEK: STUDIO FI[illegible] WEEK; OVERNIGHT LOCATION WEEK
10. PERFORMER'S WEEK
11. HOURS PER DAY; WORK PAST MIDNIGHT;
12. DAILY RATE OF COMPENSATION; PRORA[illegible]
13. OVERTIME
14. REST PERIOD
15. WORK TIME
16. MAKE-UP, HAIRDRESS, WARDROBE
17. MEAL PERIODS
18. DRESSING ROOMS
19. TESTS, AUDITIONS, WARDROBE TESTS, M[illegible] TESTS, INTERVIEWS
20. WARDROBE FITTINGS
21. STORY, SONG AND PRODUCTION CONFER[illegible]
22. STUDY OF LINES OR SCRIPT
23. PUBLICITY INTERVIEWS
24. PUBLICITY STILLS

25. REHEARSAL TIME
26. NIGHT WORK
27. WORK ON HOLIDAY, OR HOLIDAY AND SIX (6) OR SEVEN (7) DAYS IN THE WORKWEEK
28. WORK PAST MIDNIGHT ON LAST DAY
29. STUNT ADJUSTMENT
30. RETAKES, ADDED SCENES, LOOPING, ETC. (second subparagraph of subsection A. only)
31. OVERLAPPING ENGAGEMENT
32. PRE-RECORDING AND PRE-PRODUCTION STILLS
33. REPORTING PRIOR TO COMMENCEMENT OF EMPLOYMENT
34. DAMAGE TO WARDROBE
37. RIGHT TO NAME OR CHARACTER
38. STUDIO RULES
39. RIGHTS GRANTED TO PRODUCER
40. GENERAL RIGHT OF TERMINATION
41. ILLNESS OF PERFORMER (SUSPENSION OF SALARY AND TERMINATION)
44. TRAVEL TIME

[illegible]RDUBBING" (Multiple Tracking)

[illegible] singer re-records over the singer's original track containing the [illegible] as recorded on the original track, the rate for overdubbing alone [illegible]-three and one-third percent (33-1/3%) of the applicable *pro rata* [illegible]ded in Section 3 hereof. Such overdubbing shall be without [illegible] to the number of tracks.

[illegible]ETENING"

[illegible] singer makes a new track containing new or variant material, and [illegible]rack over the singer's original track, the rate, with or without [illegible] shall be one hundred percent (100%) of the applicable *pro rata*

rate, as provided in Section 3 hereof. Such sweetening shall be without
as to the number of tracks.

16. CONTRACTORS (THEATRICAL MOTION PICTURES)

A contractor shall be required on all engagements of groups con
three (3) or more singers. The contractor shall be present at all times
session and in all cases shall be a performing member of the group, o
cases in which the sex of the group precludes the utilization of the con
singing performance, or in the case of hiring a children's singing grou
contractor shall be considered a member of the vocal group for contra
and shall be covered by all terms of the applicable Union contract.

The foregoing shall not be applicable to three (3) or more singe
an established group or act.

SCHEDULE H, PART I

STUNT PERFORMERS EMPLOYED BY THE DAY

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SCHEDULE H, PART I

STUNT PERFORMERS EMPLOYED BY THE DAY

HEDULE H INCLUDED IN INDIVIDUAL CONTRACTS

provisions of this Schedule shall be deemed incorporated in the contract of employment between Producer and each stunt performer by the day; the Producer and the individual performer shall each be reby.

NIMUM WAGE

minimum wage for a stunt performer employed by the day shall be day for the period July 1, 2001 through June 30, 2002; $655.00 per eriod July 1, 2002 through June 30, 2003; and $678.00 per day for the 2003 through June 30, 2004.

GAGEMENT - DELIVERY OF CONTRACT

A stunt performer shall be considered definitely engaged in any of the vents:

(1) When the performer is given written notice of acceptance;

(2) When a form contract signed by Producer is delivered to when an unsigned contract is delivered by Producer to performer and by performer as so delivered and returned to Producer;

(3) When a script is delivered to the performer by Producer; does not include the delivery of a script for a test, audition or or the submission of a script for the purpose of permitting the determine if he desires the engagement;

(4) When a performer is fitted for work; this shall not ap
wardrobe tests;

(5) When the performer is given a verbal call by Produc
authorized company representative, which is accepted; or

(6) When the performer is actually called by the Produce
agrees to report on the commencement date for which the call is given
until noon of the day preceding such commencement date, either the Pro
the performer may cancel such employment. If the Producer is unable to
performer personally, either by telephone or otherwise, notice of such ca
may be given to the performer by telegraph, in which event the time whe
telegram is given by the Producer to the telegraph company, addressed
performer at his address last known to the Producer, shall be the time of
cancellation.

B. To the extent that the agreement reached between the Produ
the performer can be reflected on the form required by the collective barg
agreement plus Producer's standard riders to be filed with Union, Produc
deliver a copy of such contract to the performer not later than the first d
performer's employment. When the agreement cannot be so reflected,
shall deliver a copy of such contract to the performer not later than the
performer's employment or four (4) business days after such agreement
reached, whichever is later.

When Producer chooses to deliver a copy of a contract to
performer on the set, an extra copy for retention by the performer shall
provided.

Liquidated damages in the amounts provided in Section
General Provisions hereof for late payment shall be payable until a writ
contract is delivered to the performer.

C. Neither auditions nor interviews shall constitute an engag

D. It is agreed that a stunt performer hired and not used is en
(1) day of pay, or his guarantee, whichever is greater.

W-4 forms shall be presented to performer no later than the first day
yment. A W-4 form may be given to performer on the set on the first day
yment.

W-4 forms shall be available on every set. It shall be the performer's
bility to return a completed W-4 form to Producer in a timely manner. It
tood that when a performer fails to do so, there shall be no retroactive
nts to the withholding required by law. W-4 forms shall be attached to
rmer and three-day performer contracts.

NANCIAL AGREEMENT

e stunt performer and the Producer shall agree upon the compensation to
such performer for the stunt before it is performed, except that the
rule shall not apply in those instances in which the stunt is performed on
n where no ready means of communication is available between the
nd the offices of the Union and the Producer. In the instance last
, the parties shall agree upon the compensation to be paid before the
erformed if they may readily do so; however, it is expressly agreed that
on shall not be delayed for the purpose of first determining the
ation for a stunt.

ONSECUTIVE EMPLOYMENT," WHERE APPLICABLE

he stunt performer plays a role or has dialogue, he shall be entitled to
employment, as provided in Section 6 of Schedule A, "Day
rs," otherwise, there shall be no continuous employment.

URS PER DAY

work day shall be an eight (8) hour day, continuous from the first call,
or make-up, hairdress, wardrobe or other work, except for allowable
ods.

If the performer is working at midnight of any day, then his hours for such day shall be computed until the performer has been dismissed to midnight, subject to all exceptions and deductions provided for in the Hours of work for the following day shall, except as otherwise provided Schedule, be computed from the time the performer, after having been dismissed subsequent to midnight, is required to and does report. In no a premium be payable by reason of working past midnight into a premium (*i.e.*, the sixth or seventh day worked in the performer's workweek or

7. DAILY CHECK FOR STUNT PERFORMERS

The stunt performer employed by the day shall receive separate each day of employment.

8. OVERTIME

A. A stunt performer shall receive time and one-half for the tenth hours of work time, and double time thereafter, except that stunt receiving more than two (2) times the day performer minimum rate receive time and one-half instead of double time after the tenth hour purposes of such calculations, the maximum daily rate shall be two (2 day performer minimum rate.

B. To illustrate the application of the foregoing:

A stunt performer receiving $636.00 (the applicable rate June 30, 2002) per day is called for make-up, hairdress or wardrobe He spends one (1) hour in such activities. He waits thirty (30) minute on the set is 9:00 a.m. He works until 1:00 p.m., and is off an hour works again from 2:00 p.m. to 7:30 p.m. No time is spent in travelin overtime pay is calculated as follows:

Total continuous day.....	11 hours
Overtime.....	3 hours

Pay for overtime

(a)	Two hours at time-and-one-half.....	$238.50
(b)	One hour at double time.....	159.00
	Total Overtime.....	$397.50

Overtime pay for stunt performers shall be computed on the basis of (1/10) hour units. Compensation for travel time shall continue to be eight (8) hours in any day (period of twenty-four (24) hours). Travel be computed and paid for pursuant to Section 32 of Schedule A. All ay and all premium pay, unless otherwise specifically provided in this shall be based upon the stunt performer's aggregate or adjusted ation.

All time from the time the performer is required to report until the is released shall be counted as work time for purposes of overtime and ds, except for meal periods.

Whenever a performer receives overtime or an additional day of pay the provisions of this Agreement, such overtime or additional day of ot be deemed to reduce such performer's guaranteed employment or ation.

N-SCRIPT STUNTS - ADJUSTMENT OF EXTRAS

The Producer agrees that all stunts called for by the script shall be by stunt performers hired directly.

No extra performer hired as such may be employed for script stunts except for *bona fide* emergencies not within the contemplation of nd no extra performer hired as such may be employed for script stunts if on that day he was employed as an extra performer in the same "Emergency on location," shall be defined as a situation on location member of the cast (stunt performer) cannot perform because of

unavailability for any reason. The Union, in its discretion, may grant wa
light of other circumstances not expressly covered by such definition.

C. A background actor hired as such may perform a non-scrip
which case the background actor shall be signed off as a backgroundac
employed as a stunt performer. The performer so adjusted may be clos
signed off as a stunt performer and be re-employed in the same photogra
perform background actor work.

A non-script stunt is defined as a stunt not called for or con
by the action in the script, and which is not pre-planned or preconcei
which is not deliberately omitted for the purpose of evading these pro

D. The compensation due for the day to a performer hired as
background actor, whether by the day or week, and adjusted for perfo
work, including services as a background actor and as a stunt perform
computed as follows:

(1) He shall receive his full day of pay as a backgroun

(2) In addition thereto, he shall receive his full day of
stunt performer;

(3) The Producer shall be entitled to a credit against h
payable under (2) of that portion of the sum payable under (1) as rep
part of the day from and after the time the performer is signed off as
actor, computed in tenths of an hour;

(4) Overtime, if any, shall commence to accrue afte
background actor so adjusted has rendered eight (8) hours of work
performer.

To illustrate the application of the foregoing rule:

A background actor starts work at 9:00 a.m. and work
10:07 a.m. At 10:07 a.m., he is signed off as a background actor an
a stunt performer. He thereafter works seven and one-half (7½) hou

mer. Under subsection (1), he receives eight (8) hours of pay as a
ound actor; under subsection (2), he receives eight (8) hours of pay as a
former; under subsection (3), the Producer is entitled to a credit of six (6)
nd forty-eight (48) minutes of pay at his background actor rate. Assume
rmer's background actor rate is $105.00 per day and his stunt performer
636.00. The performer would receive $650.75.

Upon a written request from the Union, the Producer will submit to
n a report for the previous sixty (60) day period indicating whether, in
od, any background actor has been adjusted on one (1) day to the sum of
$655.00 effective July 1, 2002 and $678.00 effective July 1, 2003) or
pon the written request of the Union, the Producer will also furnish a copy
pts involved and make the film available to the Union for viewing.

For violations occurring under subsection B. of this Section, the
liquidated damages shall apply:

(a) $250.00 for the first violation; and

(b) $375.00 for the second and each succeeding violation

These penalties shall not apply if there is a *bona fide* dispute as to
work is "hazardous" or "stunt work."

The foregoing Schedule shall be applicable on a per picture basis.
ral violations occur in a single incident - for example, if six (6) persons
in one incident - if each were entitled to damages, each would be
$250.00 only.

LICABLE PROVISIONS OF SCHEDULE A

ollowing Sections of Schedule A are hereby incorporated by reference
ply to the employment of stunt performers employed by the day:

SCHEDULE A

Section

5. RECALL FOR NEXT DAY
7. CONVERSION TO WEEKLY BASIS
10. REST PERIOD
11. MAKE-UP, HAIRDRESS AND WARDROBE
12. WORK TIME - DEFINITION AND EXCEPTIO
13. MEAL PERIODS
14. INTERVIEWS
15. AUDITIONS, TESTS
16. FITTINGS, WARDROBE TESTS, MAKE-UP T
17. STORY, SONG AND PRODUCTION CONFER
18. STUDY OF LINES OR SCRIPT
19. PUBLICITY INTERVIEWS
20. PUBLICITY STILLS
21. REHEARSAL TIME
22. NIGHT WORK
23. WORK ON SIX (6) OR SEVEN (7) DAYS IN WORKWEEK
24. WORK ON HOLIDAYS; WORK BEFORE AN HOLIDAY
25. WEATHER-PERMITTING CALLS
28. RETAKES, ADDED SCENES, ETC.
29. OVERLAPPING ENGAGEMENT
30. PRE-RECORDINGS
31. PRE-PRODUCTION STILLS
32. TRAVEL TIME - RULES AND DEFINITIONS
33. RIGHT TO NAME OR CHARACTER
34. RATE NOT SPECIFIED
35. TIME OF PAYMENT

DDITIONAL STUNT WORK

he event stunt work is required by Producer beyond that which was y the stunt performer, the stunt performer shall have the right to additional compensation for the additional work required.

Changes Required Prior to Performance

If such required change occurs prior to the photography of the stunt, erformer shall advise the Producer before the stunt in question is ed if the performer wishes to negotiate additional compensation for the ork required. Such negotiation may occur either before or after of the stunt; however, it is expressly agreed that the production shall ed for the purpose of first determining the compensation for the stunt.

Changes Required During Performance

If the Producer requires a change during the photography of a stunt, rformer shall advise the Producer at the earliest reasonable time after of such stunt that he wishes to negotiate additional compensation for al work and shall have the right to so negotiate such additional n after the stunt is photographed.

Applicability to Other Schedules

The foregoing provisions relating to additional stunt work shall be Schedule A and B performers.

NT PERFORMERS - SANITARY WARDROBE

ipted stunts, stunt performers shall not be required to wear wardrobe een properly cleaned after prior use by another person.

13. PROTECTION OF STUNT PERFORMER: SAFETY

A. All reasonable requests and requirements for safety equipment connection with the performance of stunts shall be complied with by Produ Producer's representatives on the set or location.

B. Equipment provided by Producer, for example, autos, cycles, etc., shall be in suitable repair for the safe and proper performance of the s

14. STANDARD FORM CONTRACTS

Standard form contracts in the form of Exhibit C (television) and C (theatrical) attached shall be used for the employment of stunt perform employed by the day.

SCREEN ACTORS GUILD
STUNT PERFORMER'S TELEVISION MOTION PICTURE
DAILY CONTRACT

T PERFORMER_____ DATE OF AGREEMENT _____

ESS _____

HONE ( )_____ COMPANY-PRODUCER _____

SECURITY NO. ___ ___ ___ PRODUCTION TITLE _____

AGENCY _____ PRODUCTION NO. _____

ADDRESS _____

RATE $_____ SERIES _____

CONV. RATE $_____ START DATE _____

SCRIPTION OF SERVICES: Producer hereby engages Stunt ormer to render services as _____. Stunt ormer accepts such engagement upon the terms herein specified.

RM/GUARANTEE: Producer guarantees to furnish Stunt Performer ess than ____ days engagement. If this space is not filled in, the antee shall be one (1) day.

UNT ADJUSTMENTS: It is understood that the rate of compensation ified may be adjusted depending upon the nature of the stunt activities ducer may require. If so, a stunt adjustment will be agreed upon en the parties through good faith bargaining and said adjustment shall

be noted on Stunt Performer's daily time report or time card. The ... shall agree upon the compensation to be paid before the stunt is ... if they may readily do so; however, it is expressly agreed that ... shall not be delayed for the purpose of first determining the com... for a stunt. Such adjustment shall increase Stunt Performer's co... for the day in the manner prescribed in Schedule H of the Screen Guild Codified Basic Agreement.

4. **INCORPORATION OF PRODUCER - SCREEN ACTORS G... COLLECTIVE BARGAINING AGREEMENT**: All provisio... Screen Actors Guild Codified Basic Agreement and Television ... as the same may be supplemented and/or amended to date shall ... incorporated herein. Stunt Performer's engagement shall include ... performance in non-commercial openings, closings, bridges, etc. ... added compensation shall be payable to Stunt Performer so long a... used in the Motion Picture covered hereunder and in which Stunt ... appears or with respect to which Stunt Performer is paid compens... hereunder. Stunt Performer's engagement shall be upon the terms ... conditions and exceptions of said provisions applicable to the rate ... compensation and guarantee specified.

5. **RIGHTS**: Producer shall have the unlimited right throughout the ... and in perpetuity to exhibit the Motion Picture in all media, now ... known, and Producer, as employer-for-hire of Stunt Performer, sha... rights in the results and proceeds of Stunt Performer's services her...

6. **ADDITIONAL COMPENSATION**: If the Motion Picture cover... is exhibited, containing any of the results and proceeds of the Stunt ... Performer's services hereunder, in any of the following media:

(i) "Free" television reruns in the United States or Canada, or ...

(ii) Television exhibition anywhere in the universe outside the ... States and Canada;

... Theatrical exhibition anywhere in the universe;

... Supplemental Market exhibition anywhere in the universe;

... Basic Cable exhibition anywhere in the universe,

... each such medium in which the Motion Picture is so exhibited, ...oducer will pay, and Stunt Performer will accept as payment in full, the ...imum additional compensation provided therefor in the Screen Actors ...ld Codified Basic Agreement or Television Agreement, as the case may ...except as compensation in excess of such minimum, if any, has been ...vided in this Agreement.

...ONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when ...pplicable): If Stunt Performer portrays a role or has dialogue, Stunt ...former shall be entitled to "continuous employment" and "Right to ...le," if any, only to the extent prescribed by the Screen Actors Guild ...dified Basic Agreement. Stunt Performer shall receive a separate ...ntract for such services.

...OTION PICTURE AND TELEVISION FUND: Stunt Performer ...es) (does not) hereby authorize Producer to deduct from the ...mpensation hereinabove specified an amount equal to _____ percent of ...ch installment of compensation due Stunt Performer hereunder, and to pay ...e amount so deducted to the Motion Picture and Television Fund of ...merica, Inc.

...AIVER: Stunt Performer may not waive any provision of the Screen ...ctors Guild Codified Basic Agreement or Television Agreement, ...hichever is applicable, without the written consent of the Screen Actors ...Guild, Inc.

10. **SIGNATORY**: Producer makes the material representation that either ... presently a signatory to the Screen Actors Guild collective bargaining ... agreement covering the engagement contracted for herein, or that the ... picture is covered by such collective bargaining agreement under the ... "Independent Production" provisions (Section 24) of the General Pro... of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signifies acceptance by ... Producer and Stunt Performer of all of the above terms and conditions and ... on the reverse hereof and attached hereto, if any, as of the date specified abo...

PRODUCER _____ STUNT PERFORMER _____

BY _____

Production time reports and/or time cards are available on the set at the begi... and end of each day, which reports and/or time cards shall be signed or initi... Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER:

IT IS IMPORTANT THAT YOU RETAIN A COPY OF ... THIS AGREEMENT FOR YOUR PERMANENT RECORDS.

SCREEN ACTORS GUILD
STUNT PERFORMER'S DAILY CONTRACT
FOR THEATRICAL MOTION PICTURES

...NT PERFORMER _____ DATE OF AGREEMENT _____

...DRESS _____

...EPHONE ( )_____ COMPANY-PRODUCER _____

...AL SECURITY NO. ___ ___ ____ PRODUCTION TITLE _____

...NT/AGENCY _____ PRODUCTION NO._____

...NCY ADDRESS _____

...Y RATE $_____

...LY CONV. RATE $_____ START DATE _____

...DESCRIPTION OF SERVICES: Producer hereby engages Stunt ...erformer to render services as _____. Stunt ...erformer accepts such engagement upon the terms herein specified.

...TERM/GUARANTEE: Producer guarantees that it will furnish Stunt ...erformer not less than ____ days engagement. If this space is not filled in, ...he guarantee shall be one (1) day.

...STUNT ADJUSTMENTS: It is understood that the rate of compensation ...pecified may be adjusted depending upon the nature of the stunt activities ...roducer may require. If so, a stunt adjustment will be agreed upon ...etween the parties through good faith bargaining and said adjustment shall ...e noted on Stunt Performer's daily time report or time card. The parties

shall agree upon the compensation to be paid before the stunt is perfo
if they may readily do so; however, it is expressly agreed that producti
shall not be delayed for the purpose of first determining the compensa
for a stunt. Such adjustment shall increase Stunt Performer's compen
for the day in the manner prescribed in Schedule H of the Screen Ac
Guild Codified Basic Agreement.

4. **INCORPORATION OF PRODUCER - SCREEN ACTORS GU
COLLECTIVE BARGAINING AGREEMENT:** All provisions
Screen Actors Guild Codified Basic Agreement as the same may be
supplemented and/or amended to date shall be deemed incorporated
Stunt Performer's engagement shall be upon the terms, conditions a
exceptions of said provisions applicable to the rate of compensation
guarantee specified.

5. **RIGHTS:** Producer shall have the unlimited right throughout the
and in perpetuity to exhibit the Motion Picture in all media now
known, and Producer, as employer-for-hire of Stunt Performer, s
rights in the results and proceeds of Stunt Performer's services he

6. **ADDITIONAL COMPENSATION:** If the Motion Picture co
is exhibited, containing any of the results and proceeds of Stunt
services hereunder, in any of the following media:

(i) "Free" television exhibition anywhere in the universe;

(ii) Supplemental Market exhibition anywhere in the univers

(iii) Basic Cable exhibition anywhere in the universe,

as to each such medium in which it is so exhibited, Producer w
Stunt Performer will accept as payment in full, the minimum
compensation provided therefor in the Screen Actors Guild C

Agreement, except as compensation in excess of such minimum, if any, has been provided in this Agreement.

CONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when applicable): If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to "continuous employment" and "Right to Role," if any, only to the extent prescribed by the Screen Actors Guild Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.

MOTION PICTURE AND TELEVISION FUND: Stunt Performer (does) (does not) hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due Stunt Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund of America, Inc.

WAIVER: Stunt Performer may not waive any provision of the Screen Actors Guild Codified Basic Agreement without the written consent of the Screen Actors Guild, Inc.

SIGNATORY: Producer makes the material representation that either it is presently a signatory to the Screen Actors Guild collective bargaining agreement covering the engagement contracted for herein, or that the Motion Picture is covered by such collective bargaining agreement under the "Independent Production" provisions (Section 24) of the General Provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signifies acceptance by and Stunt Performer of all of the above terms and conditions and those reverse hereof and attached hereto, if any, as of the date specified above.

PRODUCER _____ STUNT PERFORMER _____

BY _____

Production time reports and/or time cards are available on the set at the begin
and end of each day, which reports and/or time cards shall be signed or initi
Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER:

IT IS IMPORTANT THAT YOU RETAIN A COPY OF
THIS AGREEMENT FOR YOUR PERMANENT RECORDS

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Schedule H-Part III

SCHEDULE H, PART II

NT PERFORMERS EMPLOYED BY THE WEEK ON TELEVISION TION PICTURES AT $4,400 OR LESS PER WEEK AND STUNT ERFORMERS EMPLOYED BY THE WEEK ON THEATRICAL MOTION PICTURES AT $5,500 OR LESS PER WEEK

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io Five (5) Day Week)	See Schedule B	
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Work Past Midnight on Last Day	See Schedule
Work Day	See Schedule
Work Time - Definitions and Exceptions	See Schedule
Working at Midnight	See Schedule
Workweek	See Schedule

SCHEDULE H, PART II

...T PERFORMERS EMPLOYED BY THE WEEK ON TELEVISION ...TION PICTURES AT $4,400 OR LESS PER WEEK AND STUNT ...RFORMERS EMPLOYED BY THE WEEK ON THEATRICAL ... MOTION PICTURES AT $5,500 OR LESS PER WEEK

(References herein to this Schedule refer to Part II.)

...CHEDULE H INCLUDED IN INDIVIDUAL CONTRACTS

...e provisions of this Schedule shall be deemed incorporated in the ...al contract of employment between Producer and each performer; the ...and the individual performer each shall be bound thereby.

...INIMUM SALARY

...e minimum salary for a stunt performer employed by the week shall be: ...for the period July 1, 2001 through June 30, 2002; $2,369.00 during the ...y 1, 2002 through June 30, 2003; and $2,525.00 during the period ...003 through June 30, 2004.

...4 forms shall be presented to performer no later than the first day of ...ent. A W-4 form may be given to performer on the set on the first day of ...ent.

...4 forms shall be available on every set. It shall be the performer's ...bility to return a completed W-4 form to Producer in a timely manner. It ...stood that when a performer fails to do so, there shall be no retroactive ...ents to the withholding required by law. W-4 forms shall be attached to ...performer contracts.

3. **DAILY RATE OF COMPENSATION - ADDITIONAL DA**

A. Except as provided in subsection B. hereof in the case of pay, and except for a waiver of twelve (12) hour rest period, whenev stunt performer is entitled to an additional day of pay, this shall mean (1/5) of his weekly base rate, plus an amount equal to the aggregate of additional amounts, if any, payable to him for stunts performed by him such day.

B. Whenever a weekly stunt performer is entitled to premium premium pay shall be an amount equal to one-fifth (1/5) of his aggrega adjusted weekly compensation except in those instances in which the a premium pay is limited to a maximum of $950.

4. **FINANCIAL AGREEMENT**

The stunt performer and the Producer shall agree upon the comp be paid to such performer for the stunt before it is performed, except th foregoing rule shall not apply in those instances in which the stunt is p a location where no ready means of communication is available betwee location and the offices of the Union and the Producer. In the instance mentioned, the parties shall agree upon the compensation to be paid he stunt is performed if they may readily do so; however, it is expressly agr production shall not be delayed for the purpose of first determining the compensation for a stunt.

5. **RATE NOT SPECIFIED**

Whenever this Schedule states that a performer shall receive com for work done before he is employed, if he is not employed, and no rate specified in this Schedule, such compensation shall be computed upon rate of compensation, if there was such an agreed rate of compensation upon the performer's established compensation. Disputes between the and the Producer under this provision are subject to conciliation and ar

ITIAL PERIOD OF EMPLOYMENT - PRORATING SALARY

he case of a stunt performer employed by the week, the initial period of ent must be at least a week in duration. Whenever it is necessary to he workweek in order to determine an additional day of pay, such shall be on the basis of one-fifth (1/5) of the performer's weekly base ther a studio or distant location workweek; however, such proration shall manner change the performer's weekly base rate.

th respect to prorating the performer's workweek for the purpose of he performer at the end of a payroll week, that portion of performer's orkweek which is part of such payroll week shall be prorated on the basis ifth (1/5) of the weekly base rate for each such day (excluding the sixth nth days in the workweek) in that payroll week. This is exclusive of any or premium pay, if any, due in such performer's workweek.

eekly overtime shall not be prorated except on a fractional week at the he performer's engagement; weekly overtime shall only be computed on of performer's week, as fully set forth in Schedule B, Section 13, ime."

CONSECUTIVE EMPLOYMENT" AND "RIGHT TO ROLE," HERE APPLICABLE

he stunt performer plays a role or has dialogue, he shall be entitled to ous employment and "right to role;" otherwise, there shall be no ous employment or "right to role."

VERTIME

ertime shall be computed and paid pursuant to the provisions of Section edule B which is incorporated herein and made a part hereof, except that me pay shall be based upon the stunt performer's aggregate or adjusted ation, except on a day on which the performer travels only, the er's compensation shall be computed and paid on his base compensation

without any adjustments. A performer whose gross compensation for a workweek, including base pay and adjustments, exceeds $4,400 per week on television motion pictures or exceeds $5,500 per week on theatrical motion pictures shall not be subject to this Schedule but shall be subject to the terms of Schedule H, Part III.

9. APPLICABLE PROVISIONS OF SCHEDULE B

The following Sections of Schedule B are hereby incorporated herein and shall apply to the employment of stunt performers employed by the Producer at a salary of $4,400 or less per week on television motion pictures or a salary of $5,500 or less per week on theatrical motion pictures.

SCHEDULE B

Section

3. MINIMUM CONTRACT - REQUIRED PROVISIONS
4. STARTING DATE
6. EXECUTION OF AGREEMENT - ENGAGEMENT - DELIVERY OF CONTRACT
8. STUDIO PAYROLL WEEK - TIME OF PAYMENT
9. PERFORMER'S WORKWEEK: STUDIO FIVE (5) DAY WEEK; OVERNIGHT LOCATION WEEK
10. PERFORMER'S WEEK
11. HOURS PER DAY; WORK PAST MIDNIGHT
14. REST PERIOD
15. WORK TIME
16. MAKE-UP, HAIRDRESS, WARDROBE
17. MEAL PERIODS
18. DRESSING ROOMS
19. TESTS, AUDITIONS, WARDROBE TESTS, MAKE-UP TESTS, INTERVIEWS
20. WARDROBE FITTINGS
21. STORY, SONG AND PRODUCTION CONFERENCES
22. STUDY OF LINES OR SCRIPT

Section

23. PUBLICITY INTERVIEWS
24. PUBLICITY STILLS
25. REHEARSAL TIME
26. NIGHT WORK
27. WORK ON HOLIDAYS, OR HOLIDAYS AND SIX (6) OR SEVEN (7) DAYS IN THE WORKWEEK
28. WORK PAST MIDNIGHT ON LAST DAY
30. RETAKES, ADDED SCENES, ETC.
32. PRE-RECORDINGS AND PRE-PRODUCTION STILLS
33. REPORTING PRIOR TO COMMENCEMENT OF EMPLOYMENT
34. DAMAGE TO WARDROBE
35. DEFINITION OF ROLE
36. USE OF DOUBLE
37. RIGHT TO NAME OR CHARACTER
38. STUDIO RULES
39. RIGHTS GRANTED TO PRODUCER
40. GENERAL RIGHT OF TERMINATION
41. ILLNESS OF PERFORMER (SUSPENSION OF SALARY AND TERMINATION)
42. EMERGENCY SUSPENSION OR TERMINATION
43. RESUMED PRODUCTION AFTER TERMINATION
44. TRAVEL TIME

ADDITIONAL STUNT WORK

In the event stunt work is required by Producer beyond that which was agreed to by the stunt performer, the stunt performer shall have the right to negotiate additional compensation for the additional work required.

A. Changes Required Prior to Performance

If such required change occurs prior to the photography of the stunt, the stunt performer shall advise the Producer before the stunt in question is

photographed if the performer wishes to negotiate additional compensation additional work required. Such negotiation may occur either before or after performance of the stunt; however, it is expressly agreed that the production not be delayed for the purpose of first determining the compensation for the

B. Changes Required During Performance

If the Producer requires a change during the photography of a stunt the stunt performer shall advise the Producer at the earliest reasonable time at completion of such stunt that he wishes to negotiate additional compensation the additional work and shall have the right to so negotiate such additional compensation after the stunt is photographed.

C. Applicability to Other Schedules

The foregoing provisions relating to additional stunt work shall be applicable to Schedule A and B performers.

11. STUNT PERFORMERS - SANITARY WARDROBE

For scripted stunts, stunt performers shall not be required to wear wardrobe that has not been properly cleaned after prior use by another person.

12. PROTECTION OF STUNT PERFORMER; SAFETY

A. All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.

B. Equipment provided by Producer, for example, autos, cycles, wagons etc., shall be in suitable repair for the safe and proper performance of the stunt

STANDARD FORM CONTRACTS

Standard form contracts in the form of Exhibit D (television) and D-1 (theatrical) attached shall be used for the employment of stunt performers employed by the week.

SCREEN ACTORS GUILD
STUNT PERFORMER'S TELEVISION MOTION PICTURE
MINIMUM FREELANCE WEEKLY CONTRACT

NT PERFORMER _____ DATE OF AGREEMENT _____

DRESS _____

MPANY-PRODUCER _____ PRODUCTION TITLE _____

EPHONE NO. ( ) _____ PRODUCTION NO. _____

IAL SECURITY NO. ___ __ ___ SERIES _____

ENCY _____

ENCY ADDRESS _____

DESCRIPTION OF SERVICES: Producer hereby engages Stunt Performer to render services as _____. Stunt Performer accepts such engagement upon the terms herein specified.

COMPENSATION/TERM/GUARANTEE: Producer will pay to Stunt Performer and Stunt Performer agrees to accept the following weekly compensation (excluding location premiums) of $_____ (and *pro rata* for each additional day beyond the guarantee until completion of services). The total guaranteed compensation shall be $_____ for the total guaranteed period of _____. If this space is not filled in, the

guarantee shall be one (1) week. Stunt Performer shall receive six[th] location premium where applicable.

3. **START DATE**: The term of engagement shall begin on _____ or "on or about"* _____.

4. **NEXT START DATE**: The start date of Stunt Performer's next engagement is _____.

5. **STUNT ADJUSTMENTS**: It is understood that the rate of com[pensation] specified may be adjusted depending upon the nature of the stunt Producer may require. If so, a stunt adjustment will be agreed u[pon] between the parties through good faith bargaining and said adjust[ment] be noted on Stunt Performer's daily time report or time card.

The parties shall agree upon the compensation to be paid before performed if they may readily do so; however, it is expressly agr[eed] production shall not be delayed for the purpose of first determin[ing] compensation for a stunt. Such adjustment shall increase Stunt P[erformer's] compensation for the week in the manner prescribed in Schedul[e] or Schedule H, Part III of the Screen Actors Guild Codified Basic Agreement.

6. **INCORPORATION OF PRODUCER-SCREEN ACTORS [GUILD] COLLECTIVE BARGAINING AGREEMENT**: All provis[ions] Screen Actors Guild Codified Basic Agreement and Television as the same may be supplemented and/or amended to date shall incorporated herein. Stunt Performer's engagement shall inclu[de] performance in non-commercial openings, closings, bridges, or added compensation shall be payable to Stunt Performer so long used in the Motion Picture covered hereunder and in which Stu[nt] appears or with respect to which Stunt Performer is paid compe[nsation] hereunder. Stunt Performer's engagement shall be upon the ter[ms]

*The "on or about" clause may only be used when this Agreement is deliv[ered] Performer at least three (3) days before the start date.

onditions and exceptions of said provisions applicable to the rate of ompensation and guarantee specified.

IGHTS: Producer shall have the unlimited right throughout the universe d in perpetuity to exhibit the Motion Picture in all media, now or hereafter nown, and Producer, as employer-for-hire of Stunt Performer, shall own all hts in the results and proceeds of Stunt Performer's services hereunder.

DDITIONAL COMPENSATION: If the Motion Picture covered hereby xhibited, containing any of the results and proceeds of Stunt Performer's vices hereunder, in any of the following media:

"Free" television reruns in the United States or Canada, or both;

Television exhibition anywhere in the universe outside the United States and Canada;

Theatrical exhibition anywhere in the universe;

Supplemental Market exhibition anywhere in the universe;

Basic Cable exhibition anywhere in the universe,

each such medium in which the Motion Picture is so exhibited, ducer will pay, and Stunt Performer will accept as payment in full, the imum additional compensation provided therefor in the Screen Actors Codified Basic Agreement or Television Agreement, as the case may cept as compensation in excess of such minimum, if any, has been ded in this Agreement.

NTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when licable): If Stunt Performer portrays a role or has dialogue, Stunt rmer shall be entitled to "continuous employment" and "Right to if any, only to the extent prescribed by the Screen Actors Guild ified Basic Agreement. Stunt Performer shall receive a separate act for such services.

10. **MOTION PICTURE AND TELEVISION FUND:** Stunt Perform- (does) (does not) hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to _____ per each installment of compensation due Stunt Performer hereunder, the amount so deducted to the Motion Picture and Television Fund of America, Inc.

11. **WAIVER:** Stunt Performer may not waive any provision of the Sc Actors Guild Codified Basic Agreement or Television Agreement, whichever is applicable, without the written consent of the Screen Guild, Inc.

12. **SIGNATORY:** Producer makes the material representation that presently a signatory to the Screen Actors Guild collective bargainin agreement covering the engagement contracted for herein, or that Motion Picture is covered by such collective bargaining agreement the "Independent Production" provisions (Section 24) of the Gen Provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signifies acceptanc Producer and Stunt Performer of all of the above terms and conditions a on the reverse hereof and attached hereto, if any, as of the date specifie

PRODUCER_____ STUNT PERFORMER _____

BY_____

Production time reports and/or time cards are available on the set at the and end of each day, which reports and/or time cards shall be signed Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER:

IT IS IMPORTANT THAT YOU RETAIN A COPY OF THIS AGREEMENT FOR YOUR PERMANENT REC

SCREEN ACTORS GUILD
PERFORMER'S MINIMUM FREELANCE WEEKLY CONTRACT
FOR THEATRICAL MOTION PICTURES

PERFORMER _____ DATE OF AGREEMENT_____

RESS _____

NY-PRODUCER_____ PRODUCTION TITLE _____

HONE NO. ( )_____ PRODUCTION NO. _____

SECURITY NO. __ __ ___ AGENT/AGENCY_____

Y ADDRESS _____

DESCRIPTION OF SERVICES: Producer hereby engages Stunt rformer to render services as _____. Stunt rformer accepts such engagement upon the terms herein specified.

OMPENSATION/TERM/GUARANTEE: Producer will pay Stunt rformer and Stunt Performer agrees to accept the following weekly mpensation (excluding location premiums) of $_____ (and *pro rata* for h additional day beyond the guarantee until completion of services). The l guaranteed compensation shall be $_____ for the total guaranteed riod of _____. If this space is not filled in, the guarantee ll be one (1) week. Stunt Performer shall receive sixth day location mium where applicable.

TART DATE: The term of engagement shall begin on _____, on or about"* _____.

EXT START DATE: The start date of Stunt Performer's next gagement is _____.

*"on or about" clause may only be used when this Agreement is delivered to Stunt least seven (7) days before the start date.

5. **STUNT ADJUSTMENTS:** It is understood that the rate of compen specified may be adjusted depending upon the nature of the stunt act Producer may require. If so, a stunt adjustment will be agreed upon between the parties through good faith bargaining and said adjustme be noted on Stunt Performer's daily time report or time card.

The parties shall agree upon the compensation to be paid before the performed if they may readily do so; however, it is expressly agreed t production shall not be delayed for the purpose of first determining compensation for a stunt. Such adjustment shall increase Stunt Perfo compensation for the week in the manner prescribed in Schedule H or Schedule H, Part III of the Screen Actors Guild Codified Basic Agreement.

6. **INCORPORATION OF PRODUCER-SCREEN ACTORS GUI COLLECTIVE BARGAINING AGREEMENT:** All provisions Screen Actors Guild Codified Basic Agreement, as the same may supplemented and/or amended to date, shall be deemed incorporat Stunt Performer's engagement shall be upon the terms, condition exceptions of said provisions applicable to the rate of compensati guarantee specified.

7. **RIGHTS:** Producer shall have the unlimited right throughout the and in perpetuity to exhibit the Motion Picture in all media, now known, and Producer, as employer-for-hire of Stunt Performer, sh rights in the results and proceeds of Stunt Performer's services here on.

8. **ADDITIONAL COMPENSATION:** If the Motion Picture co is exhibited, containing any of the results and proceeds of Stunt services hereunder, in any of the following media:

(i) "Free" television exhibition anywhere in the universe;

(ii) Supplemental Market exhibition anywhere in the univers

(iii) Basic Cable exhibition anywhere in the universe,

as to each such medium in which it is so exhibited, Producer will pay, and Stunt Performer will accept as payment in full, the minimum additional compensation provided therefor in the Screen Actors Guild Codified Basic Agreement, except as compensation in excess of such minimum, if any, has been provided in this Agreement.

CONTINUOUS EMPLOYMENT AND RIGHT TO ROLE (when applicable): If Stunt Performer portrays a role or has dialogue, Stunt Performer shall be entitled to "continuous employment" and "Right to Role," if any, only to the extent prescribed by the Screen Actors Guild Codified Basic Agreement. Stunt Performer shall receive a separate contract for such services.

MOTION PICTURE AND TELEVISION FUND: Stunt Performer does) (does not) hereby authorize Producer to deduct from the compensation hereinabove specified an amount equal to _____ percent of each installment of compensation due Stunt Performer hereunder, and to pay the amount so deducted to the Motion Picture and Television Fund of America, Inc.

WAIVER: Stunt Performer may not waive any provision of the Screen Actors Guild Codified Basic Agreement without the written consent of the Screen Actors Guild, Inc.

SIGNATORY: Producer makes the material representation that either it is currently a signatory to the Screen Actors Guild collective bargaining agreement covering the engagement contracted for herein, or that the motion Picture is covered by such collective bargaining agreement under the "Independent Production" provisions (Section 24) of the General provisions of the Screen Actors Guild Codified Basic Agreement.

Signing of this Agreement in the spaces below signifies acceptance by and Stunt Performer of all of the above terms and conditions and those reverse hereof and attached hereto, if any, as of the date specified above.

PRODUCER_____ STUNT PERFORMER _____

BY_____

Production time reports and/or time cards are available on the set at the b
and end of each day, which reports and/or time cards shall be signed or in
Stunt Performer and must indicate any agreed stunt adjustments.

NOTICE TO STUNT PERFORMER:

IT IS IMPORTANT THAT YOU RETAIN A COPY OF
THIS AGREEMENT FOR YOUR PERMANENT RECORD

SCHEDULE H, PART III

NT PERFORMERS EMPLOYED BY THE WEEK ON TELEVISION ION PICTURES AT MORE THAN $4,400 PER WEEK AND STUNT ERFORMERS EMPLOYED BY THE WEEK ON THEATRICAL MOTION PICTURES AT MORE THAN $5,500 PER WEEK

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SCHEDULE H, PART III

**STUNT PERFORMERS EMPLOYED BY THE WEEK ON TELEV
MOTION PICTURES AT MORE THAN $4,400 PER WEEK AND S
PERFORMERS EMPLOYED BY THE WEEK ON THEATRIC
MOTION PICTURES AT MORE THAN $5,500 PER WEEK**

(References herein to this Schedule refer to Part III.)

1. SCHEDULE H INCLUDED IN INDIVIDUAL CONTRACTS

The provisions of this Schedule shall be deemed incorporated in the individual contract of employment between Producer and each performer; Producer and the individual performer shall each be bound thereby.

2. DAILY RATE OF COMPENSATION - ADDITIONAL DAY O

A. Except as provided in subsection B. hereof in the case of premi pay, and except for a waiver of the twelve (12) hour rest period, whenever weekly stunt performer is entitled to an additional day of pay, this shall mea fifth (1/5) of his weekly base rate plus an amount equal to the aggregate of additional amounts, if any, payable to him for stunts performed by him duri such day.

B. Whenever a weekly stunt performer is entitled to premium pay premium pay shall be an amount equal to one-fifth (1/5) of his aggregate or adjusted weekly compensation, in the event performer is on a studio worko one-sixth (1/6) of his aggregate or adjusted weekly compensation, in the ev performer is on an overnight location workweek, except in those instances which the amount of premium pay is limited to a maximum of $950.

W-4 forms shall be presented to performer no later than the fir of employment. A W-4 form may be given to performer on the set on the f of employment.

W-4 forms shall be available on every set. It shall be the performer's nsibility to return a completed W-4 form to Producer in a timely manner. It derstood that when a performer fails to do so, there shall be no retroactive tments to the withholding required by law. W-4 forms shall be attached to day performer contracts.

FINANCIAL AGREEMENT

The stunt performer and the Producer shall agree upon the compensation to id to such performer for the stunt before it is performed, except that the going rule shall not apply in those instances in which the stunt is performed on ation where no ready means of communication is available between the ion and the offices of the Union and the Producer. In the instance last tioned, the parties shall agree upon the compensation to be paid before the is performed if they may readily do so; however, it is expressly agreed that uction shall not be delayed for the purpose of first determining the pensation for a stunt.

RATE NOT SPECIFIED

Whenever this Schedule states that a performer shall receive compensation ork done before he is employed, if he is not employed, and no rate is ified in this Schedule, such compensation shall be computed upon the agreed of compensation, if there was such an agreed rate of compensation and, if not, the performer's established compensation. Disputes between the performer he Producer under this provision are subject to conciliation and arbitration.

INITIAL PERIOD OF EMPLOYMENT - PRORATING SALARY

In the case of a stunt performer employed by the week, the initial period of loyment must be at least a week in duration. Whenever it is necessary to te the workweek in order to determine an additional day of pay, such ting shall be on the basis of one-fifth (1/5) of the performer's weekly base for either the studio or overnight location workweek; however, such proration

shall not in any manner change the performer's weekly base rate for either the studio or the overnight location workweek.

With respect to prorating the performer's workweek for the purpose of paying the performer at the end of a payroll week, that portion of performer's studio workweek which is part of such payroll week shall be prorated on the of one-fifth (1/5) of the weekly base rate for each such day (excluding the six and seventh days in the workweek) in that payroll week. This is exclusive of overtime or premium pay, if any, due in such performer's workweek.

6. "CONSECUTIVE EMPLOYMENT" AND "RIGHT TO ROLE" WHERE APPLICABLE

If the stunt performer plays a role or has dialogue, he shall be entitled continuous employment and "right to role;" otherwise, there shall be no continuous employment or "right to role."

7. APPLICABLE PROVISIONS OF SCHEDULE C

The following Sections of Schedule C are hereby incorporated by refe and shall apply to the employment of stunt performers employed by the we salary of more than $4,400 per week on television motion pictures or at a sal more than $5,500 per week on theatrical motion pictures:

SCHEDULE C

Section

3. MINIMUM CONTRACT - REQUIRED PROVISIONS
4. STARTING DATE
6. EXECUTION OF AGREEMENT - ENGAGEMENT - DELIVERY OF CONTRACT
8. STUDIO PAYROLL WEEK - TIME OF PAYMENT
9. THE PERFORMER'S WORKWEEK: STUDIO FIVE-DAY WEEK; OVERNIGHT LOCATION WEEK

Section

10. PERFORMER'S WEEK
11. HOURS PER DAY; WORK PAST MIDNIGHT
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16. MAKE-UP, HAIRDRESS AND WARDROBE
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19. WARDROBE FITTINGS
20. STORY, SONG AND PRODUCTION CONFERENCES
21. STUDY OF LINES OR SCRIPT
22. PUBLICITY INTERVIEWS
23. PUBLICITY STILLS
24. REHEARSAL TIME
25. WORK ON HOLIDAYS AND SIX (6) OR SEVEN (7) DAYS IN THE WORKWEEK, BEFORE AND AFTER
26. WORK PAST MIDNIGHT ON LAST DAY
27. RETAKES, ADDED SCENES, ETC.
28. OVERLAPPING ENGAGEMENT
29. PRE-RECORDINGS AND PRE-PRODUCTION STILLS
30. REPORTING PRIOR TO COMMENCEMENT OF EMPLOYMENT
31. DAMAGE TO WARDROBE
32. DEFINITION OF ROLE
33. USE OF DOUBLE
34. RIGHT TO NAME OR CHARACTER
35. STUDIO RULES
36. RIGHTS GRANTED TO PRODUCER
37. GENERAL RIGHT OF TERMINATION
38. ILLNESS OF PERFORMER (SUSPENSION OF SALARY AND TERMINATION)
39. EMERGENCY SUSPENSION OR TERMINATION
40. RESUMED PRODUCTION AFTER TERMINATION
41. TRAVEL TIME

8. ADDITIONAL STUNT WORK

In the event stunt work is required by Producer beyond that which was agreed to by the stunt performer, the stunt performer shall have the right to negotiate additional compensation for the additional work required.

A. Changes Required Prior to Performance

If such required change occurs prior to the photography of the stunt, the stunt performer shall advise the Producer, before the stunt in question is photographed, if the performer wishes to negotiate additional compensation for the additional work required. Such negotiation may occur either before or after performance of the stunt; however, it is expressly agreed that the production shall not be delayed for the purpose of first determining the compensation for the stunt.

B. Changes Required During Performance

If the Producer requires a change during the photography of a stunt, the stunt performer shall advise the Producer at the earliest reasonable time after completion of such stunt that he wishes to negotiate additional compensation for the additional work and shall have the right to so negotiate such additional compensation after the stunt is photographed.

C. Applicability to Other Schedules

The foregoing provisions relating to additional stunt work shall be applicable to Schedule A and B performers.

9. STUNT PERFORMERS - SANITARY WARDROBE

For scripted stunts, stunt performers shall not be required to wear wardrobe that has not been properly cleaned after prior use by another person.

10. PROTECTION OF STUNT PERFORMER; SAFETY

A. All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.

B. Equipment provided by Producer, for example, autos, cycles, wagons, etc., shall be in suitable repair for the safe and proper performance of the stunt.

11. STANDARD FORM CONTRACTS

Standard form contracts in the form of Exhibits D (television) and D-1 (theatrical) (which appear immediately following Schedule H, Part II) shall be used in the employment of stunt performers employed by the week.

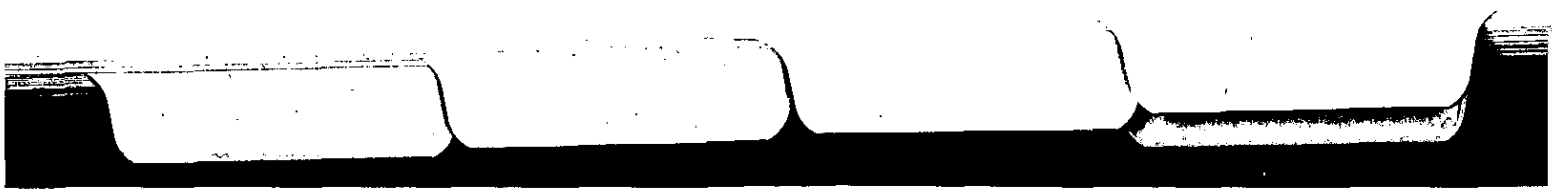
Schedule K-Part II

Schedule I

Schedule J

Schedule K-Part I

Schedule H-Part IV



SCHEDULE H, PART IV

STUNT PERFORMERS EMPLOYED UNDER TERM CONTRACTS

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Overtime, Premium Pay and	Wardrobe
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For index, see applicable Schedule (E or F).

SCHEDULE H, PART IV

STUNT PERFORMERS EMPLOYED UNDER TERM CONTRACTS

1. SCHEDULE H INCLUDED IN INDIVIDUAL CONTRACTS

The provisions of this Schedule shall be deemed incorporated in the individual term contract between Producer and the stunt performer; the Prod and the individual performer shall each be bound thereby.

2. MINIMUM SALARY

The minimum salary rate for a stunt performer employed under a term contract shall be as follows:

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	
If performer is guaranteed ten (10) but no more than nineteen (19) weeks	$1,893	$1,950	
If performer is guaranteed twenty (20) or more weeks	1,576	1,623	

W-4 forms shall be presented to performer no later than the first day employment. A W-4 form may be given to performer on the set on the fir employment.

W-4 forms shall be available on every set. It shall be the performe responsibility to return a completed W-4 form to Producer in a timely ma is understood that when a performer fails to do so, there shall be no retro adjustments to the withholding required by law.

OVERTIME, PREMIUM PAY AND TRAVEL TIME

All overtime pay and all premium pay for stunt performers employed under m contract, unless otherwise specifically provided in Schedule E or F, as may pplicable, shall be based upon the stunt performer's aggregate or adjusted mpensation, except for travel time, which shall be based upon his base mpensation.

OTHER PROVISIONS

A stunt performer employed under a term contract shall be subject to the visions of Schedule E or Schedule F, depending upon the weekly compensation such performer.

COMBINATION CONTRACTS

Stunt performers' term contracts may not include employment in television so-called "combination contracts."

ADDITIONAL STUNT WORK

In the event stunt work is required by Producer beyond that which was d to by the stunt performer, the stunt performer shall have the right to iate additional compensation for the additional work required.

A. Changes Required Prior to Performance

If such required change occurs prior to the photography of the stunt, unt performer shall advise the Producer, before the stunt in question is graphed, if the performer wishes to negotiate additional compensation for the onal work required. Such negotiation may occur either before or after rmance of the stunt; however, it is expressly agreed that the production shall delayed for the purpose of first determining the compensation for the stunt.

B. Changes Required During Performance

If the Producer requires a change during the photography of a stu the stunt performer shall advise the Producer, at the earliest reasonable time a completion of such stunt, that he wishes to negotiate additional compensatio the additional work and shall have the right to so negotiate such additional compensation after the stunt is photographed.

C. Applicability to Other Schedules

The foregoing provisions relating to additional stunt work shall b applicable to Schedule A and B performers.

7. STUNT PERFORMERS - SANITARY WARDROBE

For scripted stunts, stunt performers shall not be required to wear wardro that has not been properly cleaned after prior use by another person.

8. PROTECTION OF STUNT PERFORMER; SAFETY

A. All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Produce Producer's representatives on the set or location.

B. Equipment provided by Producer, for example, autos, cycles, wea etc., shall be in suitable repair for the safe and proper performance of the stun

SCHEDULE I

AIRPLANE PILOTS

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SCHEDULE I

AIRPLANE PILOTS

1. DEFINITION

A. An airline pilot is a licensed aircraft pilot who is employed to fly tax aircraft (including helicopters) before the camera in the photographing of motion pictures.

B. The Union recognizes that it does not have jurisdiction over background actor work except to the extent provided under Schedule X, Part Schedule X, Part II, in the zones described in Section 1(d) of Schedule X, P and in Section 1 of Schedule X, Part II, and the provisions of this Schedule only be construed as relating to acting work, and shall not apply to the use background actors in aircraft, whether simulating the pilot or otherwise.

2. SCHEDULE I INCLUDED IN INDIVIDUAL CONTRACTS

An individual airplane pilot's employment shall include the applica terms, conditions and exceptions of this Schedule.

3. MINIMUM RATES

The wage scale of airplane pilots shall be as follows:

A. Studio Rates

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/ 6/
Daily Rate (per day)	$ 848	$ 873	$
Weekly Rate (per week)	2,369	2,440	

The foregoing rates shall include taxiing an airplane within the

B. Location Rates

	7/1/01- 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30/04
Daily Rate (includes taxiing and flying) (per day)	$1,105	$1,138	$1,178
Weekly Rate (per week)	2,369	2,440	2,525

In the event a pilot employed by the week shall fly or taxi an airplane, all be entitled to an additional sum for that day in the amount of $729.00 for riod July 1, 2001 through June 30, 2002; $751.00 for the period July 1, 2002 gh June 30, 2003; and $777.00 for the period July 1, 2003 through June 30,

A W-4 form shall be presented to performer no later than the first day loyment. A W-4 form may be given to performer on the set on the first day loyment.

W-4 forms shall be available on every set. It shall be the performer's sibility to return a completed W-4 form to Producer in a timely manner. It erstood that when a performer fails to do so, there shall be no retroactive ments to the withholding required by law. W-4 forms shall be attached to former and three-day performer contracts.

The word "location," as used herein, shall mean any airport or air here flying may actually be performed.

4. RATE NOT SPECIFIED - EXTREMELY HAZARDOUS FLYING

The compensation hereinabove provided shall include all types of flying excepting only that which has customarily been classified in the motion picture industry as extremely hazardous. For extremely hazardous flying, the pilot and Producer shall agree upon the compensation to be paid to such pilot before the work is performed, if they may readily do so; however, it is expressly agreed production shall not be delayed for the purpose of first determining the compensation for such work. In the event that the parties have not agreed upon the particular compensation to be paid for the work before the same has been performed, then the matter shall be settled by conciliation between the Producer and the Union by determining the compensation which has theretofore been customarily paid in the industry for such work. In the event that the matter cannot be settled by conciliation, the compensation will be determined by arbitration in the manner provided by Section 9 of the General Provisions hereof.

5. OVERTIME

A. All such pilots, whether employed by the day or the week, shall be paid overtime on a daily basis of one and one-half times the hourly rate in one-tenth (1/10) hour for all work on that day beyond eight (8) hours. For example: pilot is employed at the rate of $2,369.00 per week; he flies on one day in a studio workweek; he works a total of ten (10) hours. His compensation for the first eight (8) hours is $1,202.80 (one-fifth (1/5) of $2,369.00, plus $729.00); his base rate per hour is $150.35; his compensation for overtime at the rate of $225.53 an hour; total overtime compensation is $451.06; total payment for the day in the example given of $1,653.86.

B. When a pilot performs extremely hazardous work and is paid additional sum therefor, such additional sum shall be included with his compensation for the day for the purpose of computing the daily overtime provision is included for the reason that pilots do not customarily expect receive additional compensation over their stand-by and flight pay except unusual situations in which the flying is extremely hazardous.

THE SEVENTH DAY IN THE WORKWEEK AND HOLIDAYS AND STUDIO SIXTH DAYS

Compensation for holidays shall be at the rate of double time based upon pilot's hourly rate for such day.

Compensation for the sixth day worked in the performer's studio workweek be at the rate of time and one-half based upon the pilot's hourly rate for such

Compensation for the seventh day worked in the performer's workweek be at the rate of double time based upon the pilot's hourly rate for such day.

COMMERCIAL AIRLINERS, MILITARY AIRCRAFT, ETC. - WAIVERS

Producer has requested the inclusion of a general exception in this ement which would automatically waive the foregoing provisions for the graphing of pilots operating commercial airliners, military aircraft, etc. The has refused to include such a broad and general provision; however, the does agree to issue waivers at the request of the Producer whenever it be unreasonable to require the Producer to hire pilots who are members of ion. It is further agreed that the payment of stand-by checks is to be d.

UNION SECURITY

icensed aircraft pilots who are employed to fly or taxi aircraft before the the photographing of motion pictures shall be members of the Union as by Section 2 of the General Provisions hereof, subject to the limitations in this Schedule.

9. OTHER PROVISIONS

Other than as herein provided, stunt performer's conditions shall apply to the employment of airplane pilots.

SCHEDULE J

DANCERS

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3. Minimum Rates
4. Applicable Provisions of Codified Basic Agreement and Other Schedules
5. Consecutive Employment Not Applicable
6. General Conditions of Employment

SCHEDULE J

DANCERS

1. SCOPE OF COVERAGE

This Schedule J shall be applicable only to persons employed as "dancers," as that term is hereinafter defined.

2. DEFINITION

A "dancer" is a performer who is professionally-trained, doing choreographed routines requiring rehearsals, such as ballet, chorus dancing, modern dance, tap dancing, jazz dancing, acrobatic dancing or skating. Exhibition level dancing is also included. Persons engaged to execute the choreographer's dance directions during the development of dance routines of the nature described above are dancers within the meaning of this Schedule, whether or not such persons are photographed in the production.

3. MINIMUM RATES

The minimum rates for dancers are as follows:

A. Daily Rates

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 6/30/04
Solo/Duo	$653	$655	$678
3 - 8	557	574	594
9 +	486	501	519

B. Weekly Rates

	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30/04
Solo/Duo	$2,044	$2,105	$2,179
3 - 8	1,873	1,929	1,997
9 +	1,704	1,755	1,816

C. Rehearsal Rates

For rehearsals, dancers may either be employed on a weekly basis, as provided above, or at a daily rate of $374.00 per day ($385.00 per day effective July 1, 2002 and $398.00 per day effective July 1, 2003).

4. APPLICABLE PROVISIONS OF CODIFIED BASIC AGREEMENT AND OTHER SCHEDULES

All General Provisions of this Agreement and all of the provisions of the Schedule applicable to the dancer's employment (*e.g.*, Schedule A for dancers employed by the day; Schedules B, C or F for dancers employed by the week, etc.), except consecutive employment, shall apply to dancers.

5. CONSECUTIVE EMPLOYMENT NOT APPLICABLE

The provisions in other Schedules relating to consecutive employment shall not apply to dancers.

6. GENERAL CONDITIONS OF EMPLOYMENT

The following shall apply to dancers if they are employed under this Schedule:

A. "Dancers" shall include swimmers and skaters when the performance is choreographed.

B. The compensation payable to a dancer for a hazardous activity shall be $65 per day, with a minimum of $100 if only one (1) day's services is rendered. "Wire flying" shall in all instances be considered "hazardous."

C. Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced and rubbered.

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

D. Industry standards for dancers include adequate warm-up area, surfaces free and clean of debris and materials, adequate rest periods, and other such precautions as may be necessary to ensure the health and safety of the dancers in light of the nature of the work performed.

(1) Floors for Rehearsal Halls and Stages

Except when conditions are otherwise required for a scene: (a) Surfaces should be clean and free of splinters, wax, nails, and (b) floors should be swept and mopped at least daily with a germ-killing solution.

(2) Warm-up Spaces

Adequate space must be provided to permit all dancers to warm up (perform limbering exercises) thirty (30) minutes, at the beginning of the day (non-work time), prior to dancing.

(3) Breaks

Dancers will have at least ten (10) minutes rest during each hour of actual rehearsal or shooting unless shooting is of a continuous nature. If so, at the choreographer's discretion, dancers may continue until a total of ninety (90) minutes has elapsed after which a fifteen (15) minute break must be called.

(4) Emergency treatment

A person or facility located in the general geographical area and qualified under the circumstances to provide medical care on an emergency basis shall be identified and such information shall be made available to dancers at all rehearsals and performances.

(5) Safety of Equipment

Producers shall exercise care, including prior testing of equipment (breakaway props, etc.) to avoid injury to the performer.

(6) Dancers doing knee work, including rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine on the knees will be permitted to wear knee pads when practicable in rehearsal and performance.

E. Dance rehearsals which are held in rehearsal halls shall be conducted on surfaces which are resilient.

F. For dancers engaged as assistant choreographers, Producer shall make contributions to the Pension and Health Funds on the accounts of such individuals who have had prior contributions made in five (5) out of the last ten (10) years as dancers.

SCHEDULE K, PART I

STUNT COORDINATORS EMPLOYED BY THE DAY AT LESS THAN THE "FLAT DEAL" MINIMUM

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10. Meal Periods
11. Interviews, Auditions, Tests, Fittings
12. Story, Song and Production Conferences
13. Study of Lines or Script
14. Publicity Interviews
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16. Rehearsal Time
17. Night Work
18. Work on Six (6) or Seven (7) Days in a Workweek
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SCHEDULE K, PART I

STUNT COORDINATORS EMPLOYED BY THE DAY AT LESS THAN THE "FLAT DEAL" MINIMUM

SCHEDULE K INCLUDED IN INDIVIDUAL CONTRACTS

The provisions of this Schedule shall apply to stunt coordinators employed the day at less than the "flat deal" minimum (specified in Schedule K, Part III) motion pictures covered by this Agreement. Such provisions shall be deemed corporated in the individual contract of employment between Producer and each nt coordinator employed by the day at less than the "flat deal" minimum; the oducer and the individual coordinator shall each be bound thereby.

MINIMUM WAGE

. The minimum wage for a stunt coordinator employed by the day shall be 36.00 per day for the period July 1, 2001 through June 30, 2002; $655.00 per for the period July 1, 2002 through June 30, 2003; and $678.00 for the period l, 2003 through June 30, 2004.

ENGAGEMENT - DELIVERY OF CONTRACT

A. A stunt coordinator shall be considered definitely engaged in any of following events:

(1) When the coordinator is given written notice of acceptance;

(2) When a form contract signed by Producer is delivered to dinator or when an unsigned contract is delivered by Producer to coordinator is executed by coordinator as so delivered and returned to Producer; or

(3) When the coordinator is actually called by the Producer and to report on the commencement date for which the call is given; however,

until noon of the day preceding such commencement date, either the Producer or the coordinator may cancel such employment. If the Producer is unable to reach the coordinator personally, either by telephone or otherwise, notice of such cancellation may be given to the coordinator by telegraph, in which event the time when such telegram is given by the Producer to the telegraph company, addressed to the coordinator at his address last known to the Producer, shall be the time of such cancellation.

B. Neither auditions nor interviews shall constitute an engagement.

C. It is agreed that a stunt coordinator hired and not used is entitled to one (1) day of pay, or his guarantee, whichever is greater.

D. W-4 forms shall be presented to coordinator no later than the first day of employment. A W-4 form may be given to coordinator on the set on the first day of employment.

W-4 forms shall be available on every set. It shall be the coordinator's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a coordinator fails to do so, there shall be no retroactive adjustments to the withholding required by law. W-4 forms shall be attached to day coordinator and three-day coordinator contracts.

4. HOURS PER DAY

The work day shall be an eight (8) hour day, continuous from the first call except for allowable meal periods.

If the coordinator is working at midnight of any day, then his hours of work for such day shall be computed until the coordinator has been dismissed subsequent to midnight, subject to all exceptions and deductions provided for in this Schedule. Hours of work for the following day shall, except as otherwise provided in this Schedule, be computed from the time the coordinator, after having been so dismissed subsequent to midnight, is required to and does report.

DAILY CHECK FOR STUNT COORDINATORS

The stunt coordinator employed by the day shall receive separate checks for each day of employment.

OVERTIME

A. A stunt coordinator shall receive time and one-half for the ninth and tenth hours of work time, and double time thereafter, except that stunt coordinators receiving more than two (2) times the day performer minimum rate per day shall receive time and one-half instead of double time after the tenth hour. For the purposes of such calculations, the maximum daily rate shall be two (2) times the day performer minimum rate.

B. Overtime pay for stunt coordinators shall be computed on the basis of one-tenth (1/10) hour units. Compensation for travel time shall continue to be limited to eight (8) hours in any day (period of twenty-four (24) hours). Travel time shall be computed and paid for pursuant to Section 22 of this Schedule. All overtime pay and all premium pay, unless otherwise specifically provided in this Schedule, shall be based upon the stunt coordinator's aggregate or adjusted compensation.

C. Whenever a coordinator receives overtime or an additional day of pay pursuant to the provisions of this Agreement, such overtime or additional day of pay shall not be deemed to reduce such coordinator's guaranteed employment or compensation.

CONVERSION TO WEEKLY BASIS

At any time whatsoever, either before or after the stunt coordinator commences work, the Producer shall have the option of converting such engagement to a weekly engagement on the terms specified in the Screen Actors Guild Minimum Contract for Weekly Stunt Coordinators, at the weekly salary specified at the time the engagement was entered into if such a weekly salary was specified. Such conversion may be made at any time, but shall be effective only

for a period commencing with the effective date of the notice of conversion. Notice of conversion by the Producer must be in writing and may be given to the coordinator personally or by telegraphing or mailing the same to the address furnished the Producer by the coordinator. If the notice is delivered personally to the coordinator by noon, or if a telegraphic notice is delivered to the telegraph office by noon, the date notice is delivered to coordinator shall be deemed the first day of the coordinator's weekly engagement. However, the coordinator shall be paid for such day, including overtime, as a day stunt coordinator. If notice is delivered personally to the coordinator or to the telegraph office after noon or is sent by mail, the conversion to a weekly engagement shall not be effective until the coordinator's next workday. Overtime hours on the day of conversion shall not count towards weekly overtime hours.

8. REST PERIODS

A. A stunt coordinator shall be entitled to an eight (8) hour consecutive rest period from the time dismissed until first call thereafter, subject to the following:

(1) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the stunt coordinator is given berth on a boat or train for each night of traveling, the time spent in such traveling to or from such location, shall not be work time or travel time for the purpose of computing the eight (8) hour rest period.

(2) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the stunt coordinator is given a berth on a boat or train, or if the stunt coordinator elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the eight (8) hour rest period.

(3) The first call at the lodging for work (including travel) determines the time of first call for the next day for the purpose of computing the rest period.

B. Whenever the stunt coordinator has been authorized in advance by the Unit Production Manager to report without having received the rest period prescribed above, the stunt coordinator may waive the rest period without the Union's consent, but if he does so, he shall be entitled to one (1) day of pay, or $900, whichever is the lesser sum. The stunt coordinator may be required to waive the rest period if the violation, in case of the eight (8) hour rest period, is not over two and one-half (2½) hours, or on an overnight location not over two (2) hours. The above payment of one (1) day of pay or $900, whichever is the lesser sum, shall be automatically incurred in any case in which the stunt coordinator waives the rest period. The payment may not be waived without the consent of the Union.

C. It is understood that the foregoing provisions are not applicable when a stunt coordinator is also acting as a second unit director.

9. WORK TIME - DEFINITION AND EXCEPTIONS

A. For the purpose of ascertaining and computing hours of work, the rest period and overtime, the period from the time the stunt coordinator is required to and does report, as directed, until the time such stunt coordinator is finally dismissed for the day, shall constitute work time, continuously and without interruption, except as follows:

(1) Allowable meal periods, as provided by Section 10;

(2) Fittings, to the extent provided by Section 11;

(3) Story, song and production conferences, to the extent provided in Section 12;

(4) Study of lines or script, to the extent provided by Section 13;

(5) Interviews for publicity purposes, as provided by Section 14;

(6) Publicity stills, to the extent provided by Section 15;

(7) Travel time, to the extent provided by Section 22.

B. Any period during which the stunt coordinator fails or refuses or is unable because of disability to render services, and any period during which the performer, at his own request, is excused from rendering services shall not be work time for any purpose.

10. MEAL PERIODS

Allowable meal periods shall not be counted as work time for any purposes. A meal period shall not be less than one-half (½) hour nor more than one (1) hour in length.

11. INTERVIEWS, AUDITIONS, TESTS, FITTINGS

Time spent in interviews, auditions or tests shall not be counted as work time for any purpose. Time spent supervising the fittings of stunt performers, when requested by Producer, shall count as work time.

12. STORY, SONG AND PRODUCTION CONFERENCES

Story, song and production conferences on any day on which the coordinator is not otherwise working shall not be counted as work time for any purpose.

13. STUDY OF LINES OR SCRIPT

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

14. PUBLICITY INTERVIEWS

Time spent by the stunt coordinator in publicity interviews, whether on a day the stunt coordinator works or otherwise, shall not be counted as work time for any purpose, but the stunt coordinator shall be under no obligation to report for such interviews.

15. PUBLICITY STILLS

If the Producer desires the services of the stunt coordinator in making publicity stills, the stunt coordinator agrees to render such services. If the Producer desires such services of the stunt coordinator without the payment of compensation therefor, it may request from the Union a waiver for such purpose, and the Union agrees to grant such waiver if it considers it to be of benefit to the stunt coordinator. If the Union does not grant such waiver, and the Producer uses the services of the stunt coordinator for publicity stills, the stunt coordinator shall be paid for such services a minimum of two (2) hours of compensation, and for time in excess of two (2) hours, in hourly units.

16. REHEARSAL TIME

A. Rehearsals shall be counted as work time.

B. Interviews do not constitute rehearsals.

C. Neither publicity stills nor pre-production stills, after employment but before the starting date of such employment, shall start the employment period of such stunt coordinator. Compensation, if any, for any of such services shall be as otherwise provided in this Schedule.

17. NIGHT WORK

A. Night work is defined as work between 8:00 p.m. and 6:00 a.m., except that a first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

There shall be no premium payable for night work.

B. To the extent known, Producer shall provide advance notice, *i.e.*, on the day prior, that night work will be required and whether such night work will involve interiors or exteriors.

C. Dismissal - New York City. Any stunt coordinator required to work at night and not dismissed by 9:30 p.m. will be provided transportation by Producer to Grand Central Station, Penn Station or the Port Authority, 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.

18. WORK ON SIX (6) OR SEVEN (7) DAYS IN A WORKWEEK

The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

A. A stunt coordinator employed by the day shall be paid time and one-half for the sixth day worked, if such stunt coordinator works six (6) days within a studio workweek. For work on any other sixth day of a studio workweek, the stunt coordinator shall be paid at straight time. Overtime shall be paid at the same rate as for the first eight (8) hours if premium pay is received. If the stunt coordinator does not work, he shall not be paid. For purposes of such calculations, the maximum daily rate shall be $1,200.00.

B. A stunt coordinator employed by the day shall be paid double time for the seventh day worked, if such performer works seven (7) days within a studio workweek. For work on any other seventh day of the workweek, stunt coordinator shall be paid at straight time. Overtime shall be paid at the same rate as for the first eight (8) hours if premium pay is received. If the stunt coordinator does not work, he shall not be paid. For purposes of such calculations, the maximum daily rate shall be $1,200.00.

C. For any sixth day on an overnight location, worked or not worked, stunt coordinator receives what he would receive for a week day. A sixth day worked on an overnight location shall not be a premium day.

D. An "overnight location sixth day," as used herein, shall be deemed to mean any of the following:

(1) Any sixth day spent or worked by the stunt coordinator on an overnight location or on an exploitation tour;

(2) A sixth day which is the day of departure for such location (provided the stunt coordinator does not actually work in the studio on such day); or

(3) A sixth day which is the day of return from such location (provided the stunt coordinator does not actually work in the studio on such day).

All other sixth days shall be deemed to be "studio sixth days."

E. Premium Days – Holiday Weeks

The parties agree that a stunt coordinator shall be treated as having worked six (6) days in a studio workweek (seven (7) days in an overnight location workweek), and shall be entitled to payment for the sixth day worked in a studio workweek (the seventh day worked in an overnight location workweek) whenever a holiday falls on a regularly-scheduled work day and the performer is required to work five (5) days in the holiday week in a studio workweek (six (6) days in an overnight location workweek).

F. Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for performers only without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The performer shall be advised of any shift in the workweek prior to commencement of that workweek.

19. WORK ON HOLIDAYS: WORK BEFORE AND AFTER HOLIDAYS

A. If a stunt coordinator works on any of the following nine (9) holidays, to wit: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, or Christmas Day, he shall receive double what he would receive for a week day. Whenever any of said holidays falls on a Sunday, such holiday for all purposes of this Schedule shall be deemed to fall on the Monday next succeeding.

B. If the stunt coordinator is employed by Producer the day before and the day after any one (1) of the above nine (9) holidays, the continuous employment rule shall apply over such holiday, except when any such holiday occurs on a studio sixth day on which stunt coordinator does not work.

C. If a stunt coordinator is required to spend any of the holidays above-mentioned on an overnight location and does not work, he shall receive a day of pay.

D. Overtime shall be paid at the same rate as for the first eight (8) hours.

20. WEATHER-PERMITTING CALLS

Weather-permitting calls are allowable for stunt coordinators subject to the following limitations and conditions:

A. Weather-permitting calls to stunt coordinators receiving $750.00 per day or less shall not be issued for stages in studios. The Union has heretofore, upon request, issued waivers permitting the giving of weather-permitting calls for work on certain stages, such as the so-called "Phantom Stage" at Universal City Studios where rain, wind or hail rendered sound recording unusable. Similarly, waivers have been granted authorizing weather-permitting calls when caused by fog, wind, rain or hail on uncovered, tarpaulin-covered or open structures. It is agreed that weather-permitting calls within the limits provided by this Agreement may be given to stunt coordinators on such or similar stages and on open or uncovered structures where the making of usable sound track is rendered impossible because of rain, wind or hail, or where usable photography on an uncovered structure is rendered impossible by fog, wind, rain or hail. Disputes which may arise hereunder are subject to the arbitration provisions of this Agreement.

B. A stunt coordinator receiving $750.00 per day or less shall be paid a half (½) check upon the cancellation of any weather-permitting call. This check shall entitle the Producer to hold the stunt coordinator for not exceeding four (4) hours. The stunt coordinator shall receive a half (½) check for each additional four (4) hours, or portion thereof, during which he is held by the Producer. During this waiting period, the Producer has the privilege of rehearsing stunt coordinators or making other use of their services. If, however, any recording or photographing is done, whether still pictures or otherwise, the stunt coordinator shall be paid the agreed daily wage.

C. Weather-permitting calls may not be issued to a stunt coordinator after the commencement of the stunt photography he is coordinating.

21. OVERLAPPING ENGAGEMENT

In any case in which the engagement of a coordinator under a freelance contract extends into or overlaps any other engagement of such coordinator as a freelance coordinator or day coordinator

(1) because of any unanticipated delay in production or *bona fide* mistake, or

(2) because of any failure of such coordinator to disclose his other engagements at the time of accepting any engagement, or

(3) in any case in which, as an accommodation to such coordinator, such coordinator is permitted to work currently in two pictures,

it is agreed as follows: For any day or days on which such coordinator renders his services for the Producer of the picture in which he has first rendered his service he shall receive compensation from such first Producer. For any day or days on which such coordinator renders services for the Producer of the second picture in which he has rendered his services, he shall be compensated by the Producer of such second picture. For any day or days on which the coordinator does not render his services either for the first Producer or for the second Producer, he shall be compensated by the second Producer, unless the first and second Producers agree between themselves (and notice thereof is given to the coordinator) that compensation for such additional day or days shall be paid by the first Producer. The compensation to be paid by the first Producer shall be paid at the rate specified in the coordinator's contract with the first Producer, and the compensation to be paid by the second Producer shall be at the rate specified in the coordinator's contract with the second Producer; provided, however, that if rate paid by the first Producer is less than the rate specified in the coordinator's contract with the second Producer, the difference shall be paid by the second Producer and, provided further, that for any day or days on which the coordinator does not render services either for the first or for the second Producer, he shall be compensated at the rate of compensation which is the higher of the two. This paragraph does not affect such coordinator's right to receive compensation from both Producers when the coordinator, while employed by one Producer, makes retakes, added scenes, etc., for the other Producer after the expiration of his term

of employment with such other Producer, in any case in which the coordinator is otherwise entitled thereto. Nothing in this paragraph contained shall be deemed or construed in any way to limit or prejudice any right or remedy of any Producer, either with respect to any of the contingencies hereinbefore specified or otherwise. A freelance coordinator may be required to state on his contract the starting date of his next engagement, by inserting such date in the following statement, which may be endorsed or printed on such contracts:

"The starting date of the coordinator's next engagement is _____."

22. TRAVEL TIME - RULES AND DEFINITIONS

A. Travel to Location - No Services Rendered on Day of Departure

If a coordinator is transported to location and such traveling is commenced on any day on which he does not render services, he shall be compensated at a day's pay.

B. Pay for Day of Arrival

If a coordinator is transported to or from location and he does not arrive at the destination on the day of departure, any travel time past midnight of the day preceding the day of arrival shall not be work time or travel time for any purpose whatsoever with respect to the day of arrival, but such coordinator shall nevertheless be entitled to not less than a full day's pay for the day of arrival, whether or not he renders any services on such day.

C. Pay for Intervening Days of Travel

If a coordinator is transported to or from location and does not arrive at the destination on the day following the day of departure, he shall be entitled to one (1) day of pay for each intervening day of travel.

D. Travel from Location

If a coordinator departs from location, he shall be entitled to a full day of pay for such day of departure, but if he has not otherwise rendered services on such day, his travel time on such day shall not be counted as work time or travel time for any purpose. If a coordinator departs from location on a day on which he has rendered services, then, for the purpose of computing his pay for the day of departure, his travel time, if any, past midnight of such day shall not be work time or travel time for any purpose unless he arrives at the destination and renders services on the day next following the day of departure; but if, in such event, he does arrive at the destination and renders services on the day next following the day of departure, his travel time past midnight of the day of departure shall be included in his travel time for the purpose of computing his pay for the day of departure; it being understood that for the purpose of computing his pay for the day of departure as aforesaid, such coordinator shall in no event be entitled to more than one (1) day of pay on account of all such travel time.

E. Studio Zone

(1) With respect to studios situated in Los Angeles, California, or its environs, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California, and such other territory (such as the present Columbia Ranch and Disney Studio) as is generally recognized as being within the studio zone. With respect to studios not situated in Los Angeles or its environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers, and in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules herein set forth) shall be determined by arbitration under Section 9 of the General Provisions whenever the situation arises.

(2) With respect to studios situated in New York, New York, the "studio zone" shall include all territory within the radius of eight (8) miles from Columbus Circle.

(3) The Los Angeles Thirty Mile Studio Zone

Coordinators may be required to report anywhere within such studio zone provided that, when the place of reporting is elsewhere than the Producer's studio, the following shall apply:

(a) Coordinators shall be paid $.30 per mile mileage allowance figured from the studio to the place of reporting and back, except that no mileage allowance is required:

(i) if the coordinator is employed on a long-form television motion picture; or

(ii) if the coordinator is employed on a new one (1) hour episodic television series or a one-half (½) hour or one (1) hour pilot, which is first broadcast on or after July 1, 2001, or is employed on a theatrical motion picture produced on or after July 1, 2001, and is required to report for work at a site within a ten (10) mile radius of a point designated by the Producer. (The reporting site must still be within the thirty (30) mile zone.) Producer shall give prior notice to the Union of the point so designated. With respect to any television series, such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. The Union will not unreasonably refuse a request from the Producer that coordinators report to a location which is a reasonable distance beyond the Los Angeles thirty (30) mile zone.

(b) Distances shall be clearly stated on the production time report.

(c) If, during the term of this Agreement, the International Alliance of Theatrical Stage Employes, through its collective bargaining agreement, negotiates with Producer a more favorable mileage allowance than the foregoing thirty cents ($.30) per mile allowance, then, in such event, from such date forward, the Union will be entitled to the benefit of such increase.

(d) The mileage allowance may be paid as a portion of the coordinator's payroll check, provided it is separately identified as such mileage reimbursement.

(e) The provisions of subparagraph E.(3)(a)(i) above shall automatically terminate on June 30, 2004.

(4) When a coordinator is required to report for work in the studio zone other than at a studio, Producer shall pay for parking in a supervised public parking lot. If no such public parking is available, Producer will provide supervised or secured parking.

(5) With respect to studios situated in San Francisco, California, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Market and Powell Streets.

F. Location and Overnight Location

Location shall mean any place of work not at the Producer's studio which is outside the studio zone. Overnight location shall be any location where the coordinator is lodged or offered lodging by the Producer at or near the location for one (1) or more nights, or any location which takes overnight to reach by ordinary means of transportation.

G. Near Location

A near location shall be any place which can be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation. If the Producer instructs the coordinator to fly to a location and the trip takes less than twenty-four (24) hours by air, the same shall be deemed to be a near location.

H. Distant Location

A distant location shall be any place which cannot be reached from the Producer's studio within twenty-four (24) hours of travel by ordinary means of transportation.

I. Place of Reporting and Dismissal

Except when already at an overnight location, coordinators shall be required to report only at the Producer's studio or within the studio zone, and shall be dismissed only at the place of reporting within the studio zone or the Producer's studio. When the coordinator is returning from such overnight location, he shall be dismissed only at the Producer's studio or the place of reporting within the studio zone, and not at the overnight location.

J. Travel Time is Work Time

Except as otherwise provided in this Agreement, all time spent by any coordinator in traveling at the request of the Producer between any place at which he is required to and does report and any location, both to and from, shall be travel time and, as such, shall be work time, subject to all deductions, limitations and exceptions for which provision is made in this Agreement.

K. Maximum Travel Time

Time spent in traveling shall not be included as travel time or work time to the extent of more than eight (8) hours in any twenty-four (24) hours.

L. Intervening Time between Dismissal and Travel

(1) Time intervening between the completion of a coordinator's work on any day and the commencement of travel on the same day shall be travel time except as otherwise provided in this Agreement.

(2) Travel to Overnight Location: Except as otherwise provided in this Agreement, the period of time intervening between the coordinator's dismissal for the day and the commencement of travel to an overnight location on the same day shall be travel time. This provision shall not affect the coordinator's right to a minimum of one (1) day of pay for such day.

(3) Travel from Overnight Location: The period intervening between the coordinator's dismissal for the day and the commencement of travel

on the same day from an overnight location shall, as to day coordinators, be travel time, except as in this Agreement otherwise provided.

M. Transportation and Lodging Furnished

The Producer shall furnish reasonable transportation to and from location and shall furnish reasonable meals and, (when the Producer requires a coordinator to stay overnight), lodging to the coordinator on location. Separate rooms shall be provided to coordinators transported to overnight locations unless such rooms are not available.

In the event Producer believes that separate rooms will not be available at a particular location, Producer will notify the Union and the coordinator prior to departure, with reasonable time for each to investigate to determine whether the foregoing requirement can be complied with by Producer.

N. Deduction of Allowable Meal Periods

Reasonable meal periods shall be given during traveling, and allowable meal periods of not less than one-half (½) hour nor more than one (1) hour each shall be deducted from travel time, provided a reasonable meal is made available.

O. Deduction of Travel Time Otherwise Compensated For

Any travel time for which the coordinator is compensated as work time shall not be paid for as travel time.

P. Computation of Overtime Caused by Travel Time

On a day on which a coordinator travels only, the coordinator shall be compensated at a day of pay. On a day on which the coordinator travels and works, overtime caused by such will be compensated at time and one-half and not at double time.

Q. Transportation and Travel Time on Overnight Locations to and from Hotel or Camp

On overnight locations, the Producer shall provide transportation to and from the hotel or camp and, except as in this Agreement otherwise provided, the time to and from the hotel or camp shall be travel time.

R. Travel to or from Overnight Locations on Boat or Train Where Sleeping Accommodations are Provided

When more than one (1) night of travel, by ordinary means of transportation, is required to reach a location and the coordinator is given a berth on a boat or train, the time spent in traveling to or from such location shall not be work time or travel time for the purpose of computing the eight (8) hour rest period or for the purpose of computing the eight (8) hour day; it being agreed, however, that time spent in traveling on the day of arrival at such location, after 9:00 a.m. of such day, shall be counted for the purpose of computing the eight (8) hour day if the coordinator works on such day and, provided further, that the interval between the completion of travel on such day and the commencement of work shall not be considered travel time or work time for any purpose. Nothing herein contained shall be construed to interrupt the coordinator's right to remain on salary if the coordinator is otherwise entitled thereto.

S. Overnight Trip to or from Location

When an overnight trip to or from location is required, and the same takes at least seven (7) hours to reach and the coordinator is given a berth on a boat or train, the time spent in such traveling to or from such location, whether at the beginning, during or at the end of the engagement, shall not be work time or travel time for the purpose of computing overtime and the rest period.

T. Traveling on the Seventh Day in the Workweek and Certain Holidays

The holidays herein referred to are New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. When a coordinator travels on any

seventh day in the workweek, or if a coordinator travels on any of said holidays, he shall receive time and one-half for such travel time.

U. Engagement of Coordinators - Other Areas

(1) If a coordinator, residing or working in any area in which SAG maintains a branch, is brought to Producer's base or distant location in a different area of the United States for any purpose, the coordinator shall receive transportation and a $75 per day allowance from the time he commences travel at Producer's request until the time his salary commences.

(2) If Producer is photographing on a location in the United States and brings a coordinator to such location from anywhere in the United States, such coordinator shall be provided transportation to and from such location.

(3) Except as otherwise provided in (1) and (2) above, nothing herein contained shall prevent a Producer from engaging a coordinator outside of California (if such coordinator has not gone out of California for the purpose of evading this rule) to report in California or to report at any location and, in any such case, the Producer shall not be required to pay for or provide transportation of such coordinator to the place of reporting, or to pay such coordinator for any time spent in traveling thereto; nor shall the Producer be required to pay for or provide transportation of such coordinator, at the end of the engagement back to the place where such coordinator was engaged, or to pay such coordinator for any time spent in traveling back to the place where such coordinator was engaged; such coordinator may be dismissed on location. This does not limit the second sentence of subsection E. hereof.

(4) Coordinators shall not be held on a *per diem* longer than three (3) days.

V. General

This Agreement uses the expressions "reasonable transportation" and "first-class transportation." The terms are intended to be synonymous. The type of transportation required can best be illustrated by examples: Bus transportation for a relatively short distance (Hollywood to Lake Arrowhead) meets these

requirements; bus transportation for a long distance (Hollywood to San Francisco) does not. Pullman accommodations to San Francisco, or any other long distance, meet these requirements; deluxe transportation (*e.g.*, Super Chief) is not required. Transportation on a commercial airline without sleeper accommodations is first-class transportation. First-class transportation shall be provided on commercial airlines when the coordinator is required to fly at the request of the Producer. The foregoing shall apply to jet flights as well as to prop-driven aircraft. The foregoing shall not apply when first-class transportation is not available or six (6) or more of the company are being transported. Charter flights may be used which provide substantially equivalent accommodations. Notwithstanding the foregoing, first-class air transportation need not be provided with respect to auditions and interviews.

23. TIME OF PAYMENT

Paychecks shall be mailed or delivered to the coordinator within five (5) working days after completion of his day's work, Saturdays, Sundays and holidays excepted.

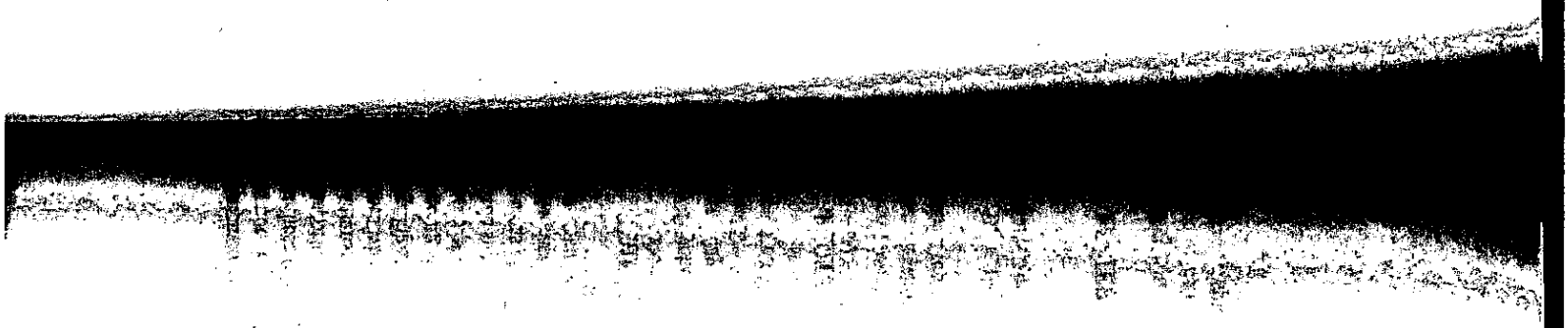
24. PROTECTION OF STUNT PERFORMER; SAFETY

A. All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.

B. Equipment provided by Producer, for example, autos, cycles, wagons, etc., shall be in suitable repair for the safe and proper performance of the stunt.

25. BETTER CONDITIONS

Any better condition terms negotiated by a stunt coordinator must be reflected in his/her deal memorandum or personal service agreement and in his/her Schedule K employment contract.



SCHEDULE K, PART II

STUNT COORDINATORS EMPLOYED BY THE WEEK AT LESS THAN THE "FLAT DEAL" MINIMUM

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SCHEDULE K, PART II

STUNT COORDINATORS EMPLOYED BY THE WEEK AT LESS THAN THE "FLAT DEAL" MINIMUM

1. SCHEDULE K INCLUDED IN INDIVIDUAL CONTRACTS

The provisions of this Schedule shall apply to stunt coordinators employed by the week at less than the "flat deal" minimum (specified in Schedule K, Part III) on motion pictures covered by this Agreement. Such provisions shall be deemed incorporated in the individual contract of employment between Producer and each coordinator; the Producer and the individual coordinator each shall be bound thereby.

2. MINIMUM SALARY

The minimum salary for a stunt coordinator employed by the week shall be $2,369.00 during the period July 1, 2001 through June 30, 2002; $2,440.00 during the period July 1, 2002 through June 30, 2003; and $2,525.00 during the period July 1, 2003 through June 30, 2004.

W-4 forms shall be presented to coordinator no later than the first day of employment. A W-4 form may be given to coordinator on the set on the first day of employment.

W-4 forms shall be available on every set. It shall be the coordinator's responsibility to return a completed W-4 form to Producer in a timely manner. It is understood that when a coordinator fails to do so, there shall be no retroactive adjustments to the withholding required by law. W-4 forms shall be attached to three-day coordinator contracts.

3. DAILY RATE OF COMPENSATION - ADDITIONAL DAY OF PAY

A. Except as provided in subsection B. hereof in the case of premium pay, and except for a waiver of the eight (8) hour rest period, whenever a weekly stunt coordinator is entitled to an additional day of pay, this shall mean one-fifth (1/5) of his weekly base rate.

B. Whenever a weekly stunt coordinator is entitled to premium pay, such premium pay shall be an amount equal to one-fifth (1/5) of his weekly compensation except in those instances in which the amount of premium pay is limited to a maximum of $950.00.

4. INITIAL PERIOD OF EMPLOYMENT - PRORATING SALARY

In the case of a stunt coordinator employed by the week, the initial period of employment must be at least a week in duration. Whenever it is necessary to prorate the workweek in order to determine an additional day of pay, such prorating shall be on the basis of one-fifth (1/5) of the coordinator's weekly base rate for either a studio or distant location workweek; however, such proration shall not in any manner change the coordinator's weekly base rate.

With respect to prorating the coordinator's workweek for the purpose of paying the coordinator at the end of a payroll week, that portion of coordinator's studio workweek which is part of such payroll week shall be prorated on the basis of one-fifth (1/5) of the weekly base rate for each such day (excluding the sixth and seventh days in the workweek) in that payroll week. This is exclusive of any overtime or premium pay, if any, due in such coordinator's workweek.

Weekly overtime shall not be prorated except on a fractional week at the end of the coordinator's engagement; weekly overtime shall only be computed on the basis of coordinator's week, as fully set forth in Section 5, **"Overtime."**

5. OVERTIME

Overtime shall be computed and paid pursuant to the following:

A. Rate

Except as otherwise provided by the provisions of this Schedule K:

(1) Daily Overtime

Two (2) times the straight time rate for hours worked in excess of ten (10) hours in any day. Hours paid for as daily overtime are not to be included in computing weekly overtime.

(2) Weekly Overtime

(a) With respect to coordinators on a studio five (5) day, forty-four (44) hour workweek, one and one-half (1½) times the straight time rate for hours worked in excess of forty-four (44) hours in the week of such coordinator.

(b) With respect to coordinators on an overnight location, six (6) day, forty-eight (48) hour workweek, such workweek shall include an additional four (4) hours overtime (4/44) at the straight time hourly rate, whether worked or not. Weekly overtime shall be paid at one and one-half (1½) times the straight time hourly rate for hours worked in excess of forty-eight (48) in such workweek.

(3) Travel Time

To the extent that any weekly or daily overtime is caused by travel time at the beginning or at the end of the day, such overtime shall be computed as provided in Section 27 relating to Travel Time.

B. Units of Overtime and Computation

Overtime payable on the basis of time and one-half or double time shall be computed in one-tenth (1/10) hour units.

For the purpose of accumulating the number of hours worked during any week, the number of hours worked each day during such week shall be accumulated on the basis of six (6) minute units; there shall be excluded all time during such week for which any daily overtime compensation shall be payable to such coordinator. For the purpose of computing such overtime, such coordinator's week in each instance shall commence on the day of the week on which such coordinator is first placed on salary. In case of any suspension or interruption of such coordinator's employment at any time for seven (7) consecutive days or more, for any reason whatsoever, such coordinator's week shall thereafter commence on the day of the week when he is again placed on salary.

C. Partial Workweek

When compensation is payable for less than a full workweek, the number of hours worked shall be prorated on a forty-eight (48) hour basis when coordinator is on an overnight location six (6) day week and shall be prorated on a forty-four (44) hour basis when coordinator is on a studio five (5) day week. To illustrate the foregoing, if the final fractional week of a coordinator's employment on an overnight location six (6) day week consists of Thursday, Friday and Saturday, overtime shall be computed only as to the period beyond twenty-four (24) hours. As a further illustration, on such six (6) day basis, if the final fractional week of a coordinator's employment consists of Friday, Saturday and Sunday, overtime shall be computed only as to the period beyond twenty-four (24) hours.

D. Effect of Error in Computation

Any failure through error to pay all or any part of overtime compensation shall give the coordinator no right except to collect the amount so unpaid.

E. Date When Due

The overtime accruing under the provisions of this Section shall be payable not later than the studio pay day of the calendar week next following the expiration of the coordinator's week in which such overtime accrues.

F. Guaranteed Employment not Affected

Whenever a coordinator receives overtime or an additional day's pay pursuant to the provisions of this Schedule, such overtime or additional day's pay shall not be deemed to reduce such coordinator's guaranteed employment or compensation.

6. EXECUTION OF AGREEMENT - ENGAGEMENT - DELIVERY OF CONTRACT

A. If said freelance contract is delivered by the Producer to the coordinator and if said freelance contract is executed without alteration by the coordinator and is so returned to the Producer by noon of the next succeeding business day after its delivery to the coordinator, it shall thereupon constitute a contract binding on both parties even though not executed by the Producer; but the Producer, on demand, shall deliver a signed copy to the coordinator.

B. Freelance coordinators under this Schedule B shall be considered definitely engaged in any of the following events:

(1) When the coordinator is given written notice of acceptance of

(2) When a form contract signed by Producer is delivered to coordinator or when an unsigned contract is delivered by Producer to coordinator and is executed by coordinator as so delivered and returned to Producer.

C. Delivery of Contracts

(1) Producer shall deliver a copy of the agreement between Producer and coordinator to the coordinator not later than the first day of

coordinator's employment or four (4) business days after such agreement has been reached, whichever is later.

A coordinator may not be required to sign contracts on the set. Delivery to a coordinator's agent constitutes delivery to the coordinator.

(2) When Producer chooses to deliver a copy of a contract to the coordinator on the set, an extra copy for retention by the coordinator shall be provided.

D. Better Conditions

Any better condition terms negotiated by a stunt coordinator must be reflected in his/her deal memorandum or personal service agreement and in his/her Schedule K employment contract.

7. STUDIO PAYROLL WEEK - TIME OF PAYMENT

A. The studio payroll week shall be deemed to start at 12:01 a.m. on Sunday and end at 12:00 midnight of the succeeding Saturday.

B. Compensation, including daily overtime, if any, earned by the coordinator under a freelance contract shall be payable on the regular studio pay day for services rendered up to and including the preceding Saturday.

8. THE COORDINATOR'S WORKWEEK: STUDIO FIVE (5) DAY WEEK; OVERNIGHT LOCATION WEEK

A. Definitions - General

(1) An "overnight location workweek," as used herein, shall be deemed to be a workweek consisting of six (6) overnight location days or six (6) days of any combination of studio and overnight location days, which combination includes a sixth day overnight location day.

Any workweek, other than such an overnight location workweek, for the purposes of this Section, shall be deemed to be a "studio workweek." The studio workweek shall consist of any five (5) days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in the designated workweek shall be the regular days off.

(2) An "overnight location day," as used herein, shall be deemed to mean any of the following days, if the coordinator is on salary that day, as provided in the Basic Agreement:

(a) Any day spent or worked by the coordinator on an overnight location or on an exploitation tour;

(b) The day of departure for such location (provided the coordinator does not actually work in the studio on such day); or

(c) The day of return from such location (provided the coordinator does not actually work in the studio on such day).

(3) For all purposes, the coordinator's weekly base rate shall be his weekly rate of salary as specified in his contract; the coordinator's straight time hourly rate shall be one-forty-fourth (1/44) of his weekly base rate.

B. Studio Five (5) Day Workweek

(1) The coordinator's studio workweek shall be a five (5) day workweek.

(2) The regular studio workweek shall be forty-four (44) cumulative hours commencing with the first day of the coordinator's workweek; weekly overtime shall be at one and one-half (1½) times the straight time hourly rate for hours worked in excess of forty-four (44) hours in such workweek, as provided in Section 5 entitled **"Overtime."**

(3) Work on Six (6) or Seven (7) Days in a Workweek

If the coordinator works six (6) or seven (7) days in the workweek and coordinator is on a studio workweek, he shall in each case be entitled to premium pay in accordance with the following rules:

(i) The coordinator shall receive a premium of an additional one-half (½) day of pay for the sixth day worked, if the coordinator works six (6) days within a studio workweek. The coordinator shall receive a premium of an additional day of pay for the seventh day worked, if the coordinator works seven (7) days within a studio workweek (in addition to the one-half day of premium pay for the sixth day worked in the workweek).

The following are examples of the foregoing:

(1) If the coordinator works seven (7) days in his workweek, he shall be entitled to an additional two (2) days of pay for work beyond five (5) days plus one and one-half (1½) days of premium pay or a total of eight and one-half (8½) days of pay. Hours worked on such sixth and seventh days shall not be included in calculating coordinator's forty-four (44) hour week. The other five (5) days in the week will constitute the workweek for such purpose.

(2) If the coordinator works six (6) days in his workweek, he shall be entitled to an additional day of pay for work beyond five (5) days plus one-half (½) day of premium pay, or a total of six and one-half (6½) days of pay. Hours worked on such sixth day, to and including ten (10) hours, shall be included in calculating coordinator's forty-four (44) hour week.

(ii) Notwithstanding the foregoing provisions of subparagraphs (i) and (ii) above, a sixth day worked on an overnight location shall not be a premium day.

(iii) For work time in excess of ten (10) hours on any sixth or seventh day in a workweek for which the coordinator receives a premium of one-half (½) day of pay or one (1) day of pay as above provided, the coordinator shall receive double the weekly straight time hourly rate, including overtime caused by supervising fittings.

C. Overnight Location Six (6) Day Workweek

(1) The overnight location six (6) day workweek shall be forty-eight (48) cumulative hours, commencing with the first day of the coordinator's workweek, which forty-eight (48) hours include an additional four (4) hours overtime at the straight time hourly rate (whether worked or not).

(2) If the time included in calculating the coordinator's forty-eight (48) hour week, as above provided, exceeds forty-eight (48) hours, such excess time shall be paid for at the rate of one and one-half (1½) times the weekly straight time hourly rate, except as otherwise provided in Section 5 entitled, **"Overtime."**

(3) Work on the Seventh Day in a Workweek

(a) If a coordinator works seven (7) days in an overnight location workweek, he shall be entitled to a premium of an extra day of pay for the seventh day of work within his workweek.

(b) For work time in excess of ten (10) hours on any seventh day, for which the coordinator receives a premium of one (1) day of pay as above provided, the coordinator shall receive double the weekly straight time hourly rate, including overtime caused by supervising fittings.

D. Premium Days – Holiday Weeks

The parties agree that a stunt coordinator shall be treated as having worked six (6) days in a studio workweek (seven (7) days in an overnight location workweek), and shall be entitled to payment for the sixth day worked in a studio workweek (the seventh day worked in an overnight location workweek) whenever a holiday falls on a regularly-scheduled work day and the performer is required to work five (5) days in the holiday week in a studio workweek (six (6) days in an overnight location workweek).

E. Shift in Workweek

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement

or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for performers without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The coordinator shall be advised of any shift in the workweek prior to commencement of that workweek.

F. Recall on the Sixth or Seventh Day in the Workweek

If a coordinator is recalled to work on a day or days that would constitute the sixth and/or seventh day worked in a workweek by such coordinator for that Producer (for which the coordinator receives a premium of one-half (½) day or one (1) day of pay, as above provided) for any purpose mentioned in Section 21 of this Schedule K and, therefore, receives day coordinator conditions, the premium for the sixth or seventh day so worked shall not exceed $950 for the first eight (8) hours worked. Overtime in such case shall be paid at the same rate as for the first eight (8) hours.

G. No Compounding

There shall be no compounding of the foregoing premiums and the penalty or premium prescribed by Section 20, it being understood that, if, for example, a coordinator works seven (7) days in a studio workweek, he shall be entitled to only eight and one-half (8½) days of pay, plus overtime, if any.

H. Union Branches

Any area in which the Union maintains a branch shall be deemed a five (5) day workweek area for coordinators employed in such area, when principal photography for a picture is substantially photographed in such area.

The scope of such areas is defined in General Provisions, Section 14, "**Preference of Employment**."

9. STUNT COORDINATOR'S WEEK

The coordinator's week in each instance shall commence on the day of the week on which such coordinator is first placed on salary. In case of any suspension or interruption of such coordinator's employment at any time for seven (7) consecutive days or more, for any reason whatsoever, such coordinator's week shall thereafter commence on the day of the week when he is again placed on salary.

10. REST PERIOD

A. A stunt coordinator shall be entitled to an eight (8) hour rest period from the time dismissed until the first call thereafter, subject to the following:

(1) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the coordinator is given a berth on a boat or train for each night of traveling, the time spent in such traveling, to or from such location, shall not be work time or travel time for the purpose of computing the eight (8) hour rest period.

(2) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the coordinator is given a berth on a boat or train, or if the coordinator elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall not be work time or travel time for the purpose of computing the eight (8) hour rest period.

(3) The first call at the lodging for work (including travel) determines the time of first call for the next day for the purpose of computing the rest period.

B. Whenever the stunt coordinator has been authorized in advance by the Unit Production Manager to report without having received the rest period prescribed above, the coordinator may waive the rest period without the Union's consent but, if he does so, he shall be entitled to one (1) day of pay or $950, whichever is the lesser sum. A coordinator may be required to waive the rest period if the violation, in case of the eight (8) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. In any case in which the coordinator waives the rest period, the payment of one (1) day of pay, not exceeding $950, shall be automatically incurred. The payment may not be waived without the consent of the Union.

C. It is understood that the foregoing provisions are not applicable when a stunt coordinator is also acting as a second unit director.

11. WORK TIME

A. The provisions of this Section shall apply only to television freelance coordinators whose weekly guaranteed salary is $4,400 or less per week and who are guaranteed less than $32,000 per television picture and to freelance coordinators whose weekly guaranteed salary is $5,500 or less per week and who are guaranteed less than $55,000 per theatrical picture.

B. For the purpose of ascertaining and computing hours of work, the rest period and overtime, the period from the time the coordinator is required to and does report, as directed, until the time such coordinator is finally dismissed for the day, shall constitute work time, continuously and without interruption, except as follows:

(1) Allowable meal periods, as provided by Section 13;

(2) Fittings, as provided by Section 14;

(3) Story, song and production conferences, to the extent provided in Section 15;

(4) Study of lines or script, to the extent provided by Section 16;

(5) Interviews for publicity purposes, as provided by Section 17;

(6) Publicity stills, to the extent provided by Section 18; and

(7) Travel time, to the extent provided by Section 28.

C. Any period during which the coordinator fails or refuses or is unable because of disability to render services, and any period during which the coordinator at his own request is excused from rendering services, shall not be work time for any purpose.

12. MEAL PERIODS

Allowable meal periods shall not be counted as work time for any purpose. A meal period shall not be less than one-half (½) hour nor more than one (1) hour in length.

13. INTERVIEWS, AUDITIONS, TESTS, FITTINGS

Time spent in interviews, auditions, or tests does not count as work time for any purpose.

Time spent supervising the fitting of stunt performers, when requested by Producer, shall count as work time.

14. STORY, SONG AND PRODUCTION CONFERENCES

Story, song and production conferences on any day on which the coordinator is not otherwise working shall not be counted as work time for any purpose.

15. STUDY OF LINES OR SCRIPT

Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

16. PUBLICITY INTERVIEWS

Publicity interviews held at a time mutually satisfactory to the coordinator and the Producer shall not be work time for any purpose unless held on a day on which the coordinator is otherwise working for the Producer. Such interviews for publicity purposes held on any day on which the coordinator is otherwise working for the Producer shall not be counted as work time if held after the coordinator's dismissal for the day, if such interview is held at a time mutually satisfactory to the coordinator and the Producer. If the interview is held during a meal period, it shall not be deemed to constitute a violation thereof.

17. PUBLICITY STILLS

If the Producer should desire the services of a freelance coordinator for making publicity stills either before the commencement of his term of employment or after the expiration thereof, the coordinator shall render such services without compensation for one (1) day, as and when requested by the Producer, unless the coordinator is otherwise employed, but if otherwise employed, the coordinator will cooperate to the fullest extent in the making of such publicity stills.

18. REHEARSAL TIME

A. Rehearsals shall be counted as work time.

B. Interviews do not constitute rehearsals.

C. Neither publicity stills nor pre-production stills, after employment but before the starting date of such employment, shall start the employment period of

such coordinator. Compensation, if any, for any of such services shall be as otherwise provided in this Schedule.

19. NIGHT WORK

Night work is defined as work between 8:00 p.m. and 6:00 a.m., except that a first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

There shall be no premium payable for night work.

To the extent known, Producer shall provide advance notice, *i.e.*, on the day prior, that night work will be required and whether such night work will involve interiors or exteriors.

Dismissal - New York City. Any coordinator required to work at night and not dismissed by 9:30 p.m. will be provided transportation by Producer to Grand Central Station, Penn Station or the Port Authority, 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.

20. WORK ON HOLIDAYS, OR HOLIDAYS AND SIX (6) OR SEVEN (7) DAYS IN A WORKWEEK

A. Holidays

The nine (9) holidays hereinafter referred to are the following: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Whenever any of said holidays falls on a Sunday, such holiday for all purposes of this Schedule K, Part II shall be deemed to fall on the Monday next succeeding.

B. Studio Five (5) Day Workweek; Work on Holidays, or Holidays and Six (6) or Seven (7) Days in a Workweek

(1) If a coordinator works on any of the nine (9) holidays, or a holiday and six (6) or seven (7) days in a workweek, he shall, in each case (that is, separately for the holiday and for the sixth or the seventh day, if he works on each such respective day), be entitled to premium pay, in accordance with the following rules:

A coordinator shall be entitled to a premium of one (1) additional day of pay for work on a holiday. If a coordinator works six (6) days within a studio workweek, including work on a holiday, he shall receive one and one-half (1½) days of premium pay; except that if such holiday is the sixth day worked in the workweek, the coordinator shall receive only one (1) day of premium pay. If the coordinator works seven (7) days within a studio workweek, including work on a holiday, he shall receive two and one-half days (2½) of premium pay; except that if the holiday is the sixth or seventh day worked in the workweek, coordinator shall receive two (2) days of premium pay. The following are examples of the foregoing:

(i) If the coordinator works seven (7) days in his workweek, including work on such a holiday, which holiday is not the sixth or seventh day worked in the workweek, he receives two and one-half (2½) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine and one-half (9½) days of pay. Hours worked on the sixth and seventh days worked in the workweek shall not be included in calculating coordinator's forty-four (44) hour workweek. The other five (5) days shall be used for this purpose.

(ii) If the coordinator works seven (7) days in his workweek, including work on such a holiday (which is the sixth day worked in the workweek) and on the seventh day of the workweek, he receives two (2) days of premium pay plus two (2) additional days of pay for two (2) days beyond his five (5) day week or a total of nine (9) days of pay. Hours worked on such sixth day holiday and the seventh day shall not be included in calculating coordinator's forty-four (44) hour workweek. The other five (5) days shall be used for this purpose.

(iii) If coordinator works five (5) days or less in his workweek, he receives a premium of an extra day of pay for each day worked which is a holiday.

(2) If the time included in calculating the coordinator's forty-four (44) hour week, as above provided, exceeds forty-four (44) hours, such excess time shall be paid for in one-tenth (1/10) hour units at the rate of one and one-half times the weekly straight time hourly rate.

(3) For work time in excess of ten (10) hours on any such holiday, sixth or seventh day, for which the coordinator receives premium pay as herein provided, the coordinator receives double the weekly straight time hourly rate including overtime caused by supervising fittings.

(4) Notwithstanding the foregoing, a sixth day worked on an overnight location shall not be a premium day, unless it is a holiday.

C. Overnight Location Six (6) Day Workweek; Work on Holiday or Holiday and Seven (7) Days in the Workweek

If a coordinator works on any of the nine (9) holidays and seven (7) days within a workweek, he shall, in each case (that is, separately for the holiday and for the seventh day), be entitled to a premium of an extra day of pay, in accordance with the following rules:

(1) If the coordinator works seven (7) days in his workweek including such a holiday, he receives two (2) premium days of pay plus one (1) additional day of pay for one (1) day beyond his six (6) day week or a total of nine (9) days of pay. The hours worked on the seventh day shall not be included in calculating coordinator's forty-eight (48) hour workweek. The hours worked on such holiday, up to and including ten (10) hours, shall be included in calculating coordinator's forty-eight (48) hour week.

(2) If the coordinator works six (6) days or less in his workweek including work on such a holiday, the coordinator receives a premium day of pay or a total of seven (7) days of pay for that week, and the hours worked on such

holiday, up to and including ten (10) hours, are included in calculating the coordinator's forty-eight (48) hour week.

(3) If the time included in calculating the coordinator's forty-eight (48) hour week, as above provided, exceeds forty-eight (48) hours, such excess time shall be paid for in one-tenth (1/10) hour units at the rate of one and one-half times the weekly straight time hourly rate.

(4) For work time in excess of ten (10) hours on any such holiday or seventh day worked in a workweek, the coordinator receives double the weekly straight time hourly rate including overtime caused by make-up, hairdress, wardrobe or fittings.

D. If the coordinator is not required to work on such a holiday, no deduction shall be made from his guaranteed weekly pay.

E. If a coordinator works on such holiday and six (6) and/or seven (7) days in his workweek, he shall be entitled to the premiums provided by this subsection, but insofar as the holiday and sixth or seventh day worked premiums are concerned, there shall be no compounding of such premium and the penalty or premium prescribed by Section 5; it being understood that if, for example, a coordinator on an overnight location workweek works seven (7) days in his week, including work on such a holiday, he shall be entitled to nine (9) days of pay, plus overtime, if any.

21. RETAKES, ADDED SCENES, LOOPING, ETC.

If, after the expiration of the term provided by the freelance contract, the Producer should desire the services of the coordinator in making retakes, or in making added scenes or sound track, or in making any process shots, transparencies or trickshots, or in making trailers, or in making any change or changes in said photoplay, or in making any foreign version or versions of said photoplay, then, and in either of said events, the coordinator agrees to render such services in connection therewith as and when the Producer may request, unless the coordinator is otherwise employed, but if otherwise employed, the coordinator will cooperate to the fullest extent. If commenced within four (4) months (six (6)

months for theatrical motion pictures, pilots or long-form television motion pictures (including multi-part, closed-end series)) after the expiration of the term hereof, such services shall be at the same rate of compensation as set forth in the coordinator's contract, except that compensation for such services shall be paid only for the days on which the coordinator is actually so employed, and except also that the applicable conditions governing the employment of day coordinators under the Basic Agreement shall apply to the computation of time in connection with such services. It is agreed, however, that if, prior to the commencement of the rendition of such services, the Producer shall have agreed in writing to guarantee the coordinator at least one (1) week of work or one (1) week of compensation in connection therewith, then, and in that event, such services shall be upon the same terms and at the same rate of compensation as elsewhere in this Schedule set forth, such compensation to be paid from the time when the coordinator's services are first rendered in connection therewith, until the completion of the coordinator's services in connection therewith.

22. OVERLAPPING ENGAGEMENT

In any case in which the engagement of a coordinator under a freelance contract extends into or overlaps any other engagement of such coordinator as a freelance coordinator or day coordinator

(1) because of any unanticipated delay in production or *bona fide* mistake, or

(2) because of any failure of such coordinator to disclose his other engagements at the time of accepting any engagement, or

(3) in any case in which, as an accommodation to such coordinator, such coordinator is permitted to work concurrently in two (2) pictures,

it is agreed as follows: For any day or days on which such coordinator renders his services for the Producer of the picture in which he has first rendered his services, he shall receive compensation from such first Producer. For any day or days on which such coordinator renders services for the Producer of the second picture in which he has rendered his services, he shall be compensated by the Producer of

such second picture. For any day or days on which the coordinator does not render his services either for the first Producer or for the second Producer, he shall be compensated by the second Producer, unless the first and second Producers agree between themselves (and notice thereof is given to the coordinator) that compensation for such additional day or days shall be paid by the first Producer. The compensation to be paid by the first Producer shall be paid at the rate specified in the coordinator's contract with the first Producer, and the compensation to be paid by the second Producer shall be at the rate specified in the coordinator's contract with the second Producer; provided, however, that if the rate paid by the first Producer is less than the rate specified in the coordinator's contract with the second Producer, the difference shall be paid by the second Producer and, provided further, that for any day or days on which the coordinator does not render services either for the first or for the second Producer, he shall be compensated at the rate of compensation which is the higher of the two. This Section does not affect such coordinator's right to receive compensation from both Producers when the coordinator, while employed by one Producer, makes retakes, added scenes, etc., for the other Producer after the expiration of his term of employment with such other Producer, in any case in which the coordinator is otherwise entitled thereto. Nothing in this Section contained shall be deemed or construed in any way to limit or prejudice any right or remedy of any Producer, either with respect to any of the contingencies hereinbefore specified or otherwise. Freelance coordinators may be required to state on their contracts the starting date of their next engagement by inserting such date in the following statement, which may be endorsed or printed on such contracts:

"The starting date of the coordinator's next engagement is _____."

23. DAMAGE TO WARDROBE

Any loss of or damage to costumes, wardrobe and other property furnished by the coordinator necessarily arising through the performance of the coordinator's services, or through lack of due care on the part of the Producer, shall be paid for by the Producer to the coordinator. All costumes, wardrobe and other property furnished by the Producer shall belong to the Producer and be returned promptly to it, and any loss of or damage thereto arising through lack of due care on the part

of the coordinator, or not necessarily arising through the performance of the coordinator's services, shall be paid for by the coordinator to the Producer. Any loss of or damage to wardrobe, for which either party hereto may be liable, shall be computed on the basis of depreciation schedules to be furnished from time to time by the American Appraisal Company.

24. RIGHTS GRANTED TO PRODUCER

The term "photoplay," as used in said freelance contract, shall be deemed to include motion pictures produced and/or exhibited with sound and voice recording, reproducing and/or transmitting devices, radio devices and all other improvements and devices, including television, which are now or may hereafter be used in connection with the production and/or exhibition and/or transmission of any present or future kind of motion picture production. The Producer shall have the right to photograph and/or otherwise produce, reproduce, transmit, exhibit, distribute and exploit in connection with the said photoplay any and all of the coordinator's acts, poses, plays and appearances of any and all kinds hereunder, and shall further have the right to record, reproduce, transmit, exhibit, distribute and exploit in connection with said photoplay the coordinator's voice and all instrumental, musical and other sound effects produced by the coordinator in connection with such acts, poses, plays and appearances. The Producer shall likewise have the right to use and give publicity to the coordinator's name and likeness, photographic or otherwise, and to recordations and reproductions of the coordinator's voice and all instrumental, musical and other sound effects produced by the coordinator hereunder, in connection with the advertising and exploitation of said photoplay. The rights in this Section granted to the Producer shall inure to the benefit not only of the Producer, but also to the benefit of all persons who may hereafter acquire from the Producer any right to distribute, transmit, exhibit, advertise or exploit said photoplay.

25. GENERAL RIGHT OF TERMINATION

A. The Producer may terminate the coordinator's employment at any time, either prior to the commencement of production of said photoplay or during the course of production.

B. If the Producer elects to terminate the coordinator's employment under the freelance contract prior to the commencement of the term thereof, the Producer shall be obligated to pay the coordinator compensation during the minimum guaranteed period provided for in said freelance contract, but if the coordinator receives other employment during such period, the compensation received by the coordinator from such other employment shall be applied in reduction of the Producer's liability.

26. ILLNESS OF COORDINATOR (SUSPENSION OF SALARY AND TERMINATION)

The Producer need pay no salary during any period that the coordinator is incapacitated, by illness or otherwise, from performing the required services under a freelance contract and, in the event of such illness or incapacity, the Producer, at its option, may terminate such employment without further liability.

27. TRAVEL TIME

A. Application of Rules

The provisions of this Section shall apply only to freelance coordinators included in this Schedule K.

B. Studio Zone

(1) With respect to studios situated in Los Angeles, California, or its environs, the "studio zone" shall include all territory within the radius of thirty (30) miles from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California and such other territory (such as the present Columbia Ranch and Disney Studio) as is generally recognized as being within the studio zone. With respect to studios not situated in Los Angeles or its environs, a similar territory as the studio zone and similar rules in relation thereto shall be agreed upon between the Union and the Producers and, in default of such agreement, such territory and such rules (which shall conform as nearly as possible to the rules

herein set forth) shall be determined by arbitration under Section 9 of the Gen Provisions whenever the situation arises.

(2) With respect to studios situated in New York, New Yor "studio zone" shall include all territory within the radius of eight (8) mile Columbus Circle.

(3) The Los Angeles Thirty (30) Mile Studio Zone

Coordinators may be required to report anywhere wit studio zone provided that, when the place of reporting is elsewhere than Producer's studio, the following shall apply:

(a) Coordinators shall be paid $.30 per mile mileag allowance figured from the studio to the place of reporting and back, no mileage allowance is required:

(i) if the coordinator is employed on a lon television motion picture; or

(ii) if the coordinator is employed on a hour episodic television series or a one-half (½) hour or one (1) hou is first broadcast on or after July 1, 2001, or is employed on a theat picture produced on or after July 1, 2001, and is required to report site within a ten (10) mile radius of a point designated by the Produ reporting site must still be within the thirty (30) mile zone.) Produ prior notice to the Union of the point so designated. With respect series, such point may be changed by Producer at the beginning of Commencing outside the ten (10) mile radius, a mileage allowanc provided above. The Union will not unreasonably refuse a reques Producer that coordinators report to a location which is a reasona beyond the Los Angeles thirty (30) mile zone.

(b) Distances shall be clearly stated on the production time report.

(c) If, during the term of this Agreement, the International nce of Theatrical Stage Employes, through its collective bargaining ment, negotiates with Producer a more favorable mileage allowance than the ng thirty cents ($.30) per mile allowance, then, in such event, from such rward, the Union will be entitled to the benefit of such increase.

(d) The mileage allowance may be paid as a portion of the nator's payroll check, provided it is separately identified as such mileage sement.

(e) The provisions of subparagraph B.(3)(a)(i) above shall cally terminate on June 30, 2004.

(4) When a coordinator is required to report for work in the studio r than at a studio, Producer shall pay for parking in a supervised public ot. If no such public parking is available, Producer will provide d or secured parking.

(5) With respect to studios situated in San Francisco, California, ozone" shall include all territory within the radius of thirty (30) miles ntersection of Market and Powell Streets.

Location and Overnight Location

Location shall mean any place of work not at the Producer's studio side the studio zone. Overnight location shall be any location where ator is lodged or offered lodging by the Producer at or near the location re nights, or any location which takes overnight to reach by ordinary nsportation.

Near Location

A near location shall be any place which can be reached from the udio within twenty-four (24) hours of travel by ordinary means of n. If the Producer instructs the coordinator to fly to a location and the than twenty-four (24) hours by air, the same shall be deemed to be a

E. Distant Location

A distant location shall be any place which cannot be reached the Producer's studio within twenty-four (24) hours of travel by ordinary transportation.

F. Place of Reporting and Dismissal

Except when already at an overnight location, coordinators required to report only at the Producer's studio or within the studio zone be dismissed only at the place of reporting within the studio zone or the studio. When the coordinator is returning from such overnight location be dismissed only at the Producer's studio or the place of reporting within studio zone and not at the overnight location. The provisions of this sub shall not be deemed to limit provisions of subsection U. hereof.

G. Travel Time is Work Time

Except as otherwise provided in this Schedule, all time spe coordinator in traveling at the request of the Producer between any plac he is required to and does report and any location, both to and from, sh time, and, as such, shall be work time, subject to all deductions, limitati exceptions for which provision is made in this Agreement.

H. Maximum Travel Time

Time spent in traveling shall not be included as travel tim time to the extent of more than eight (8) hours in any twenty-four (2

I. Intervening Time between Dismissal and Travel

(1) Time intervening between the completion of a coord work on any day and the commencement of travel on the same day sh time, except as otherwise provided in this Agreement.

(2) Travel to Overnight Location: Except as otherwise this Agreement, the period of time intervening between the coordina

day and the commencement of travel to an overnight location on the same all be travel time.

(3) Travel from Overnight Location: The period intervening the coordinator's dismissal for the day and the commencement of travel ame day from an overnight location shall not be work time or travel time purpose.

Travel on Seventh Day

The six (6) day week, as set forth in this Schedule, does not apply in which the coordinator travels seven (7) consecutive days, whether or eventh day falls within the same week.

Transportation and Lodging Furnished

The Producer shall furnish reasonable transportation to and from and shall furnish reasonable meals and, (when the Producer requires a for to stay overnight), lodging to the coordinator on location. Separate all be provided to coordinators transported to overnight locations unless rate rooms are not available.

In the event Producer believes that separate rooms will not be at a particular location, Producer will notify the Union and the prior to departure, with reasonable time for each to investigate to whether the foregoing requirement can be complied with by Producer.

Deduction of Allowable Meal Periods

Reasonable meal periods shall be given during traveling, and meal periods of not less than one-half (½) hour nor more than one (1) shall be deducted from travel time, provided a reasonable meal is made

M. Deduction of Travel Time Otherwise Compensated For

Any travel time for which the coordinator is compensated as time shall not be paid for as travel time.

N. Computation of Overtime Caused by Travel Time

On a day on which a coordinator travels only, the coordinator compensated at a day of pay. On a day on which the coordinator travels works, overtime caused by such travel will be compensated at time and and not at double time.

O. Travel Time re Distant Locations at Beginning or End of Coordinator's Term of Employment

The time spent in traveling to a distant location at the beginning coordinator's term of employment shall not be work time or travel time for purpose. The time spent in traveling from a distant location at the end of coordinator's term of employment shall be travel time, except as in this otherwise provided. If the coordinator arrives at the distant location after 1:00 p.m., his compensation shall begin with that day (whether he works or not), and any work or travel that day after such arrival shall be work travel time, as the case may be, except as in this Agreement otherwise the coordinator arrives at the distant location after 1:00 p.m., such day work time or travel time for any purpose, unless the coordinator actually such day after such arrival, in which case his compensation shall begin day and the time worked shall be work time, except as in this Schedule provided. If the coordinator does not work on such day, his compensation begin with the next day.

P. Transportation and Travel Time on Overnight Locations to Hotel or Camp

On overnight locations, the Producer shall provide transp and from the hotel or camp and, except as in this Schedule otherwise time to and from the hotel or camp shall be travel time.

Q. Travel to or from Overnight Locations on Boat or Train When ing Accommodations are Provided

When more than one (1) night of travel, by ordinary means of portation, is required to reach a location, and the coordinator is given a berth oat or train, the time spent in traveling to or from such location shall not be ime or travel time for the purpose of computing the eight (8) hour rest or for the purpose of computing the ten (10) hour day; it being agreed, ver, that time spent in traveling on the day of arrival at such location, after m. of such day, shall be counted for the purpose of computing the ten (10) ay if the coordinator works on such day and, provided further, that the l between the completion of travel on such day and the commencement of hall not be considered travel time or work time for any purpose. Nothing contained shall be construed to interrupt the coordinator's right to remain ay if the coordinator is otherwise entitled thereto.

Overnight Trip to or from Location

When an overnight trip to or from location is required, and the same least seven (7) hours to reach and the coordinator is given a berth on a rain, the time spent in such traveling to or from such location, whether at nning, during or at the end of the engagement, shall not be work time or me for the purpose of computing overtime and the rest period.

Travel on Holidays and the Seventh Day in the Workweek

(1) The holidays herein referred to are New Year's Day, Presidents' od Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the fter Thanksgiving and Christmas Day.

(2) Travel to or from Location: When a freelance coordinator or from location on a day that is the seventh day worked in the tor's workweek or a holiday, such travel shall be deemed work time for of premium pay and coordinator shall be entitled to a straight time day, ditional one-half (½) day of premium pay as compensation for traveling ay.

T. Travel Pursuant to Recall for Added Scenes, etc.

Any freelance coordinator living within the City of Los Angeles environs, who is outside such area when he is recalled by the Producer for the reasons set forth in Section 21 hereof (including coordinators who are to the provisions of the following paragraph), shall be provided with transportation or reimbursed for the cost of transportation only, from the where he is when recalled to the place designated by the Producer, by the particular mode of transportation specified by the Producer, regardless of other mode of transportation the coordinator may actually use. Return transportation shall be furnished or the coordinator shall be reimbursed for return transportation, as above set forth, only if the coordinator shall so within one (1) week from the date of dismissal by Producer.

Any coordinator living within the City of Los Angeles or who is at a place beyond a radius of one hundred fifty (150) miles from intersection of Beverly Boulevard and La Cienega, Los Angeles, Califor he is recalled by Producer for any of the aforesaid reasons, shall be pla salary as of the day he is directed to and does report to the place desig Producer, and shall remain on salary each day until dismissed, except provisions relating to the sixth or seventh days in the workweek and after dismissal, the coordinator remains in this locality or delays his re by the Producer's request, and is again recalled by the Producer, he sha entitled to any payment for the time intervening between his dismissa recall. The coordinator shall be entitled to travel time compensation same rate for his principal engagement for the period of time, and only period of time that is required in traveling to and from the said place the Producer by the particular mode of transportation specified by the regardless of any other mode of transportation the coordinator may act Such travel time compensation shall be computed in accordance with time allowance provisions for day coordinators as provided for in Sch The said travel time allowance for the coordinator's return to the place departure shall be paid only if the coordinator shall so return within on from the date of dismissal by Producer.

If the Producer designates the mode of transportation and the day of and the coordinator follows such directions, there shall be no lapse in for days intervening between end of travel and commencement of work.

In the event the Producer does not specify the mode of transportation, travel time allowance shall be based upon the most expeditious mode of ation possible, including travel by commercial airlines. The coordinator fly, but if he elects not to fly when requested to do so, it shall not the travel time allowance as specified above.

There shall be no duty on the Producer to procure return ation for the coordinator so long as Producer pays for the same.

To illustrate the foregoing, a coordinator, a resident of Los Angeles, arily in San Francisco. Within three (3) months from the close of his engagement, he is recalled by the Producer as follows: On a Monday, ucer directs the coordinator to report at the Los Angeles studio of at 11:00 a.m. on the following Thursday for retakes. The coordinator travel by train. He departs from San Francisco on Wednesday night, Los Angeles Thursday morning, and reports at 11:00 a.m. The dismisses the coordinator at 2:00 p.m. on the same day. The coordinator turn to San Francisco by train. The coordinator shall be entitled to one pay at the same rate as was paid for his original engagement, plus the nsportation by commercial airline.

Transportation shall mean first-class transportation.

In the foregoing example, if the coordinator had been dismissed at with an hour off for lunch (six (6) hours work, four (4) hours travel), the would have been entitled to pay for one (1) day plus two (2) hours at me-half. The coordinator shall not be entitled to a travel allowance of eight (8) hours in any period of twenty-four (24) hours and the or shall not be entitled to any travel time allowance for a period of travel he is otherwise paid.

When principal photography takes place in New York, the provisi
of this subsection T. shall apply to coordinators living in New York and absen
therefrom and shall be applied to other cities in the same manner by analogy.

Any out-of-state coordinator who is recalled for any of the purp
specified in Section 21 hereof shall not be required to remain in this locality
dismissal unless he is carried on salary during the period he is so required to

U. Engagement of Coordinator - Other Areas

(1) If a coordinator, residing or working in any area in which
maintains a branch, is brought to Producer's base or distant location in a di
area of the United States for any purpose, the coordinator shall receive
transportation and a $75 per day allowance from the time he commences tra
Producer's request until the time his salary commences.

(2) If Producer is photographing on a location in the Unite
and brings a coordinator to such location from anywhere in the United State
coordinator shall be provided transportation to and from such location.

(3) Except as otherwise provided in (1) and (2) above, not
herein contained shall prevent a Producer from engaging a coordinator out
California (if such coordinator has not gone out of California for the purp
evading this rule) to report in California or to report at any location and
such case, the Producer shall not be required to pay for or provide transpo
of such coordinator to the place of reporting or to pay such coordinator fo
time spent in traveling thereto; nor shall the Producer be required to pay
provide transportation of such coordinator at the end of the engagement
the place where such coordinator was engaged, or to pay such coordinator
time spent in traveling back to the place where such coordinator was enga
such coordinator may be dismissed on location. This does not limit the
sentence of subsection B. hereof.

(4) Coordinators shall not be held on a *per diem* longer th
(3) days.

V. General

(1) This Agreement uses the expressions "reasonable
portation" and "first-class transportation." The terms are intended to be
nymous. The type of transportation required can best be illustrated by
mples: Bus transportation for a relatively short distance (Hollywood to Lake
nwhead) meets these requirements; bus transportation for a long distance
llywood to San Francisco) does not. Pullman accommodations to San
ncisco, or any other long distance, meet these requirements; deluxe
portation (*e.g.*, Super Chief) is not required. Transportation on a commercial
e without sleeper accommodations is first-class transportation. First-class
portation shall be provided on commercial airlines when the coordinator is
red to fly at the request of the Producer. The foregoing shall apply to jet
s as well as to prop-driven aircraft. The foregoing shall not apply when first-
transportation is not available or six (6) or more of the company are being
orted. Charter flights may be used which provide substantially equivalent
mmodations. Notwithstanding the foregoing, first-class air transportation
ot be provided with respect to auditions and interviews.

PROTECTION OF STUNT PERFORMER; SAFETY

A. All reasonable requests and requirements for safety equipment in
on with the performance of stunts shall be complied with by Producer or
's representatives on the set or location.

B. Equipment provided by Producer, for example autos, cycles, wagons,
ll be in suitable repair for the safe and proper performance of the stunt.

SCHEDULE K, PART III

STUNT COORDINATORS EMPLOYED UNDER "FLAT DEAL" CONTRACTS

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3. Overtime, Premium Pay and Penalties
4. Protection of Stunt Performer; Safety
5. Rights Granted to Producer
6. Better Conditions
7. Rest Period
8. Time of Payment

SCHEDULE K, PART III

STUNT COORDINATORS EMPLOYED UNDER "FLAT DEAL" CONTRACTS

1. SCHEDULE K INCLUDED IN INDIVIDUAL CONTRACTS

The provisions of this Schedule shall apply to stunt coordinators empl under "flat deal" contracts on motion pictures covered by this Agreement. Su provisions shall be deemed incorporated in the individual contract betwee Producer and the stunt coordinator; the Producer and the individual coordin shall each be bound thereby.

2. MINIMUM SALARY

The minimum salary rate for a stunt coordinator employed under a "fl deal" contract shall be as follows:

If coordinator is employed on a theatrical motion picture	7/1/01 - 6/30/02	7/1/02 - 6/30/03	7/1/03 - 6/30
Per Week:	$3,863	$3,979	$4,1
Per Day:	979	1,008	1,0

If coordinator is employed on a television motion picture	7/1/01 - 12/31/02	1/1/03 - 6/30/04
Per Week:	$2,850	$3,050
Per Day:	740	790
Three (3) Day Contracts: ½ Hour and 1 Hour	2,005	2,150
90 Minutes And 2 Hours	2,250	2,405

Payment of the "flat deal" minimum also includes payment for on-camera k but excludes residual payments for on-camera stunt work. If on-camera work is performed for a television motion picture by an individual who has been engaged as a stunt coordinator on a "flat deal" basis, residuals for the amera work will be based upon the applicable minimum stunt performer rate adjustments, if any, for the on-camera work performed. In calculating salary for stunt coordinators employed on theatrical motion pictures in connection payments due pursuant to Section 5 or 5.2 of the General Provisions of this ement, all compensation, including payment for stunt coordinator services, be included.

W-4 forms shall be presented to coordinator no later than the first day of oyment. A W-4 form may be given to coordinator on the set on the first day mployment.

W-4 forms shall be available on every set. It shall be the coordinator's nsibility to return a completed W-4 form to Producer in a timely manner. It erstood that when a coordinator fails to do so, there shall be no retroactive tments to the withholding required by law.

OVERTIME, PREMIUM PAY AND PENALTIES

There shall be no overtime pay, premium pay nor penalties payable to stunt inators employed under a "flat deal" contract.

PROTECTION OF STUNT PERFORMER; SAFETY

All reasonable requests and requirements for safety equipment in ction with the performance of stunts shall be complied with by Producer or cer's representatives on the set or location.

Equipment provided by Producer, for example, autos, cycles, wagons, hall be in suitable repair for the safe and proper performance of the stunt.

5. RIGHTS GRANTED TO PRODUCER

The term "photoplay," as used in said freelance contract, shall be deemed to include motion pictures produced and/or exhibited with sound and voice recording, reproducing and/or transmitting devices, radio devices and all other improvements and devices, including television, which are now or may hereafter be used in connection with the production and/or exhibition and/or transmission of any present or future kind of motion picture production. The Producer shall have the right to photograph and/or otherwise produce, reproduce, transmit, exhibit, distribute and exploit in connection with the said photoplay any and all of the coordinator's acts, poses, plays and appearances of any and all kinds hereunder, and shall further have the right to record, reproduce, transmit, exhibit, distribute and exploit in connection with said photoplay the coordinator's voice and all instrumental, musical and other sound effects produced by the coordinator in connection with such acts, poses, plays and appearances. The Producer shall likewise have the right to use and give publicity to the coordinator's name and likeness, photographic or otherwise, and to recordations and reproductions of the coordinator's voice and all instrumental, musical and other sound effects produced by the coordinator hereunder, in connection with the advertising and exploitation of said photoplay. The rights in this Section granted to the Producer shall inure to the benefit not only of the Producer, but also to the benefit of all persons who hereafter acquire from the Producer any right to distribute, transmit, exhibit, advertise or exploit said photoplay.

6. BETTER CONDITIONS

Any better condition terms negotiated by a stunt coordinator must be reflected in his/her deal memorandum or personal service contract and in his Schedule K employment contract.

7. REST PERIOD

A. A stunt coordinator shall be entitled to an eight (8) hour rest period from the time dismissed until the first call thereafter, subject to the following:

(1) When more than one (1) night of travel (by ordinary means of transportation) is required to reach a location and the coordinator is given a berth on a boat or train for each night of traveling, the time spent in such traveling, to or from such location, shall not be work time or travel time for the purpose of computing the eight (8) hour rest period.

(2) When an overnight trip to or from a location is required, and the same takes at least seven (7) hours to reach, and the coordinator is given a berth on a boat or train, or if the coordinator elects to travel by first-class plane accommodations, the time spent in such traveling to or from such location shall be work time or travel time for the purpose of computing the eight (8) hour rest period.

(3) The first call at the lodging for work (including travel) determines the time of first call for the next day for the purpose of computing the rest period.

B. Whenever the stunt coordinator has been authorized in advance by the Unit Production Manager to report without having received the rest period described above, the coordinator may waive the rest period without the Union's consent but, if he does so, he shall be entitled to one (1) day of pay or $950, whichever is the lesser sum. A coordinator may be required to waive the rest period if the violation, in case of the eight (8) hour rest period, is not over two and one-half (2½) hours or, on an overnight location, not over two (2) hours. In any case in which the coordinator waives the rest period, the payment of one (1) day of pay not exceeding $950, shall be automatically incurred. The payment may not be waived without the consent of the Union.

C. It is understood that the foregoing provisions are not applicable when the coordinator is also acting as a second unit director.

TIME OF PAYMENT

The time of payment for stunt coordinators shall be as provided in such coordinator's personal service agreement or deal memorandum. The late payment provisions of Section 31.B.(2) of the General Provisions of this

Agreement shall apply in the event that payment is not timely made to the stu
coordinator. If the parties fail to specify a time for payment in the stunt
coordinator's deal memo or personal service agreement, the provisions of Se
8 of Schedule B shall apply.

SCHEDULE X, PART I

BACKGROUND ACTORS EMPLOYED IN THE LOS ANGELES, SACRAMENTO, SAN DIEGO, SAN FRANCISCO, HAWAII AND LAS VEGAS ZONES

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SCHEDULE X, PART I

BACKGROUND ACTORS EMPLOYED IN THE LOS ANGE... SACRAMENTO, SAN DIEGO, SAN FRANCISCO, HAWAI... LAS VEGAS ZONES

Only the provisions of this Schedule X, Part I shall apply to background ... employed in the background actor zones defined in Section 1(d) below.

1. SCOPE OF SCHEDULE AND RECOGNITION

(a) The Union is recognized by the Producers, and each of them, ... exclusive bargaining agent for all background actors described in subsection ... (c)(1) and (c)(2) below who are employed on theatrical and television motion ... pictures, other than television motion pictures made for basic cable, in the ... picture industry in the "background actor zones" as defined in subparagraph ... hereof. The term "background actor" means all persons performing extra ... defined in the certification of representatives dated April 2, 1946 in the ma... RKO Pictures, Inc., Case No. 21-R-3206, before the National Labor Relati... Board, including all classifications listed in Paragraph 3 hereof.

(b) The term "motion pictures," as used herein and in all prior ... Agreements between the parties, means and includes, and has always mean... included, motion pictures, whether made on or by film, tape or otherwise, ... whether produced by means of motion picture cameras, electronic cameras ... devices, tape devices or any combination of the foregoing or any other me... methods or devices now used or which may hereafter be adopted.

The terms and conditions of this Schedule X, Part I shall apply:

(1) to the first fifteen (15) background actors (excluding ...rs, skaters and dancers, but including stand-ins[13]) employed each day on ...vision motion picture, other than television motion pictures made for ...le; and

(2) to the first forty-five (45) background actors (excluding ...rs, skaters and dancers, but including stand-ins) employed each day on ...l motion pictures.

Producer may hire background actors in excess of the foregoing ...s on such productions, but such additional background actors (referred to ...a "non-covered" or "waiver" background actors) shall not be covered by ...ms and conditions of this Agreement.

The applicable terms and conditions of this Agreement shall be ... and apply only within the "background actor zones" as defined in ...graph (d) hereof.

(d) Zones

(1) The "Los Angeles Background Actor Zone" referred to in this ...le shall be composed of the Los Angeles Studio Zone, as defined in Section ...is Schedule, and a circular sub-zone consisting of an area from thirty (30) ...nty-five (75) air miles from the intersection of Beverly Boulevard and La ...a Boulevard, Los Angeles, California, but excluding any military or naval ...tments. (See Exhibit "E" attached.)

(2) The "San Francisco Background Actor Zone" referred to by ...hedule shall be an area within a circle twenty-five (25) air miles in radius ...Market and Powell Streets, San Francisco, California. (It is agreed that all of ...plicable terms and conditions of this Schedule shall apply to all persons, up

[13] In the case of one-half hour and one (1) hour television motion pictures, up to one (1) ...per call is not to be counted against the maximum number of "covered" background

to the numerical limits set forth in Section 1(c), performing background act
work within such zone.) (See Exhibit "F" attached.)

(3) The "Hawaii Background Actor Zone" referred to by this Schedule shall be an area consisting of the State of Hawaii, provided that the Hawaiian Islands shall also constitute a separate sub-zone for purpose preference of employment under Section 43 as hereinbelow stated. (It is ag that all of the applicable terms and conditions of this Schedule shall apply persons, up to the numerical limits set forth in Section 1(c), performing background actor work within the "Hawaii Background Actor Zone.")

(4) The "Las Vegas Background Actor Zone" referred to Schedule shall be an area consisting of the City of Las Vegas, Nevada, and extending to the city limits of that city, and shall further include the area the City of Las Vegas commonly referred to as "the Strip" (*i.e.*, the hotel and tourist attractions on Las Vegas Boulevard extending south to Sunset including the hotels, casinos and tourist attractions lying to the east of Boulevard but west of the Thomas and Mack Center), as well as the Airport and the University of Nevada at Las Vegas. All of the applicable and conditions of this Schedule, including the provisions of Paragraph "Preference of Employment," shall apply to all persons, up to the numer set forth in Section 1(c), performing background actor work within the Background Actor Zone."

(5) The "San Diego Background Actor Zone" referred Schedule shall be an area consisting of the City of San Diego, Californ extending to the city limits of that city. All of the applicable terms and of this Agreement, including the provisions of Section 43 entitled Employment," shall apply to all persons, up to the numerical limits se Section 1(c), performing background actor work within the "San Dieg Background Actor Zone."

(6) The "Sacramento Background Actor Zone" refer Schedule shall encompass an area within a circle twenty-five (25) mi radius from an agreed-upon point in Sacramento, California. All of terms and conditions of Schedule X, Part I shall apply to all persons

ical limits set forth in Section 1(c) of Schedule X, Part I, performing ound actor work within such zone.

(e) Section 2 of this Schedule and those provisions containing ions to make contributions to the Pension Plan shall not apply to children ourteen (14) years of age.

(f) Newsreels and travelogues shall be exempted from the operation of reement.

NION SECURITY

very background actor hereafter employed by any Producer, whether by or otherwise, or who performs before the camera for any Producer within kground actor zone defined in Section 1(d) hereof, shall be a member of n in good standing as a condition of employment on or after the thirtieth owing the execution of this Agreement or thirty (30) days after first ment, whichever is later. "First employment" shall be deemed to mean the loyment as a background actor in the motion picture industry in the Los Background Actor Zone, the Sacramento Background Actor Zone, the isco Background Actor Zone, the Hawaii Background Actor Zone, the as Background Actor Zone or the San Diego Background Actor Zone on uly 1, 2001. The foregoing requirement of Union membership as a of employment shall be subject to the obligations of the parties under law.

defined and applied in this Section, the term "member of the Union in nding" means a person who offers to pay (and, if the Union accepts the s) union initiation fees and dues as financial obligations in accordance equirements of the National Labor Relations Act.

Producer agrees to report to the Union in writing within fifteen (15) first employment of a non-member of the Union giving the non- name, social security number, and his/her first date of employment by An inquiry by any Producer to the Union as to the first date on which a d actor has been employed in the industry shall be answered by the

Union and its answer shall bind the Union; and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who fails to report shall be liable to the Union for such failure to report.

In the event that the interpretation of the phrase "first employment" contained in the first paragraph of this Section 2, is changed by a ruling of the General Counsel of the National Labor Relations Board, then the new ruling of such General Counsel shall prevail until the same is overruled by the Board or court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change such ruling in a proceeding in which the Union is a party, then the new ruling or opinion shall prevail until the same is reversed by a court of competent jurisdiction.

The provisions of this Section 2 shall only apply to those background actors covered by this Schedule, as specified in Paragraph 1(c) and in the applicable respective "background actor zone," as above in Paragraph 1(d) defined, of the parties, and no employment or use of a person as a background actor beyond the numbers specified in Section 1(c) or beyond such respective "background actor zone" shall be subject to this Section 2 or be considered as employment within the purview hereof.

Employment of individuals pursuant to the provisions of Section 4 hereof shall not be construed to be "first employment" as a background actor in the motion picture industry, nor shall anything in this Schedule be construed as diminishing the rights of Producer under said Section 4.

The Union agrees that it will not impose unreasonable initiation fees. If the Producers claim a violation by the Union of the provisions of this Section 2, such question shall be determined by arbitration in accordance with the grievance provisions of this Schedule. Nothing herein shall limit the right of the Union to discipline or suspend or expel a member or to refuse to readmit him.

It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that in the absence of any mutual agreement regarding damages, the Producer will pay to the Union, as liquidated damages, for breach by the Producer of any of the provisions

2, the sum of $436.00 per person. Each continuous employment by a of a person in violation of the provisions hereof shall be deemed a single As a condition to the assessment of liquidated damages hereunder, the shall be notified that an employee has failed to become a member of the as provided under this Section.

If the Union Security provisions of the Labor-Management Relations Act of re repealed, or so modified that it would be lawful for Producer to grant to ion greater union security than is contained in this Section 2, or if the ions of said Act with reference to union security are held unconstitutional in or in part by the Supreme Court of the United States, then and in either of ents, either party hereto, by written notice served upon the other, may, ten (10) days after such repeal or modification becomes effective, or the ent of the United States Supreme Court becomes final, reopen Sections 2 of this Schedule for further negotiations on the subjects of union security ference of employment.

MINIMUM WAGE SCALES AND HIRING PROCEDURE

(a) Background Actor Rates

(1) "Background actors" shall be paid at the rate of $105.00 per ng the period July 1, 2001 through June 30, 2002; $110.00 per day during iod July 1, 2002 through June 30, 2003; and $115.00 per day during the uly 1, 2003 through June 30, 2004, with an eight (8) hour minimum call.

(2) Swimmers and skaters, professionally trained, doing raphed routines requiring rehearsals, shall be paid $269.00 for an eight (8) inimum call.

Swimmers and skaters will have at least ten (10) minutes of rest ach hour of actual rehearsing or shooting unless shooting is of a us nature. If so, at the choreographer's or director's discretion, swimmers s may continue until a total of ninety (90) minutes has elapsed, after ifteen (15) minute break must be called.

(3) The rate for special ability work shall be $10 above the background actor rate, (*i.e.*, $115.00 per day during the period July 1, 20[illegible] through June 30, 2002; $120.00 per day during the period July 1, 2002 [illegible] June 30, 2003; and $125.00 per day during the period July 1, 2003 [illegible] 30, 2004).

The minimum rate for stand-in work shall be $125.00 during the period July 1, 2001 through June 30, 2003; and $130.00 per day the period July 1, 2003 through June 30, 2004.

(b) Background Actor Work

(1) The rates paid to background actors shall be applicable performance of ordinary business, including normal action, gestures and expressions portraying the functions of the background actor's assignment. Ordinary business does not include work requiring additional compensation hereinafter provided.

(2) A background actor required to do photographic[illegible] be entitled to a Special Ability adjustment.

(c) Special Ability Adjustments

(1) A special ability adjustment shall be made for background actors who possess special ability and who are specifically called on to perform work requiring such special ability. Special ability shall include, but not necessarily limited to, the following areas of special skill: Riding, driving horses, handling livestock, non-professional singing (excluding atmospheric singing in groups of more than sixteen (16)), mouthing to groups of sixteen (16) or less, professional or organized athletic sports (polo, polo, football, basketball, baseball, tennis, golf), sports officiating, handling camels or elephants, amputees, insert work and practical cast skating and actual swimming not covered under subparagraph (a)(2) of Schedule J, skateboarding, driving that requires a special license such as limousines or motorcycles, playing of a musical instrument and any choreographed social dancing not covered under Schedule J.

(2) Dancing and skating Special Ability Background Actors doing [illegible]rows, catches and falls shall be graded upward in accordance with the work [illegible]ed. This provision does not apply to background actors employed at the [illegible]Skaters and Swimmers.

(3) Special ability background actors who are swimming, dancing [illegible]ng will have at least ten (10) minutes of rest during each hour of actual [illegible]ng or shooting unless shooting is of a continuous nature. If so, at the [illegible]grapher's or director's discretion, swimmers, dancers or skaters may [illegible]e until a total of ninety (90) minutes has elapsed, after which a fifteen (15) [illegible]break must be called.

(4) Any swimmers shall not be required to go in the water within [illegible]0) minutes following a meal.

[illegible]WAIVERS

[illegible]) If a Producer requests a waiver affecting background actors, the [illegible]f it believes that the Producer is entitled thereto, will issue the waiver, [illegible]the imposition of any conditions, which waiver, in the absence of [illegible]ment or concealment of the facts, will be final. If the Union believes that [illegible]ucer is not entitled to such final waiver, it shall issue a reviewable waiver [illegible]equivalent to a refusal of a waiver), or it may issue a conditional waiver [illegible]will designate the conditions upon which it is willing to have the [illegible]proceed. Producer may either accept such conditions or refuse to accept [illegible]If a conditional waiver be issued and the Producer rejects the conditions [illegible]or if the Union issues a reviewable waiver as aforesaid, the Producer may [illegible]less proceed as though a final waiver had been issued. If the Producer [illegible]ceed without first obtaining a final waiver or without complying with the [illegible]al waiver, it shall notify the Union in writing to that effect within a [illegible]ite time thereafter, and the Union, within twenty (20) days after receipt of [illegible]tten notice, shall have the right to invoke the grievance procedure as [illegible]in Section 56 herein, which determination shall be made as to whether a [illegible]ver should have been given or whether the Union was justified in refusing [illegible]or in imposing conditions. If the arbitrator finds in favor of the Union, [illegible]hall determine the remedy to which the Union is entitled and make an

award accordingly. The Producer, if it so desires, may refer to the said grie... procedure of Section 56 at any time (including prior to photographing) any... question with regard to the Union's refusal to issue a waiver or with referenc... any conditions imposed or sought to be imposed by the Union in connection... the issuance of any waiver and the decision reached in such grievance proce... with respect to such matters shall be final. All waivers shall be requested as ... as reasonably possible before desired and shall be acted upon promptly by ... Union. If the Union shall fail to do so, the Producer may proceed in a like ... as though the Union had issued a reviewable waiver, so notifying the Union ... writing and with the same effect as in the case of a reviewable waiver. The ... application for a waiver by any Producer shall not be deemed an admission ... the Producer cannot proceed without obtaining such waiver, nor shall the ... by the Union in any instance of a waiver be an admission that the Produce... entitled to such a waiver.

(b) Undirected Scenes, Backgrounds or Persons

(1) Crowds at Public Events

The Producer may photograph long shots of the normal activities of crowds at public events numbering one thousand (1,000) or ... persons; such event must be publicized or advertised and not staged for ... picture purposes. Such events shall be opened to the general public, with... without payment of admission fee. The crowd so photographed shall app... as atmospheric background, except in the case of non-military parades ... Such scenes wherein actors, background actors or photographic doubles a... may be used in the photoplay only when the Producer stages one or more ... shots, using registered background actors in connection with such scenes ... photography at such public events, the activities constituting the event ma... incidentally to the establishment of the locale and crowds in attendance; ... that if one (1) or more tie-in shots using registered background actors is ... Producer in connection therewith, such event as well as the crowd in atten... may be photographed and used in long establishing shots. The foregoing ... limitations shall not apply to non-military parades with floats.

Members of the public shall not be directed by the Produ... nor notified by the Producer in any way that they will appear in a motion p...

...r reflectors nor studio-type lights shall be used by Producer in ...graphing crowds at public events, except that performers and background ...may be highlighted. Sound recording shall not be made in connection with ...otography of such public events, except for wild or cue track.

Any person, other than a performer who receives direction from ...oducer, or is required by Producer to wear make-up, costumes or wardrobe, ...e a registered background actor. When performers or photographic doubles ...ct; all persons immediately surrounding such performers or photographic ...es must be registered background actors.

(2) Undirected Scenes and Undirected Persons

The Producer may photograph the normal activities of ...cted persons as follows:

(a) Such persons may be photographed by a moving or ...camera, subject only to subparagraph (c) below.

(b) Such persons may be photographed by a fixed, exposed ...in the following situations, subject to the limitation of subparagraph (c)

(i) Longshots;

(ii) Running Shots;

(iii) Certain shots of people engaged in their normal ...ts and activities which would be of production value, but which shots would ...ch type or scope, or in such locale, as to be impractical to stage at the place ...ography;

(iv) With respect to directed scenes, such waiver shall ...lude persons in the foreground and immediate background to the directed

(v) Any other shots made under mutually agreeable conditions between the Producer and the Guild.

(c) The above provisions shall be subject to the following:

(i) Street scenes shall not be staged for the purpose of motion pictures.

(ii) Members of the public shall not receive direction from, or be used by, the Producer other than to pursue their own normal activities nor shall they be notified that a motion picture is being made.

(iii) Performers or background actors employed by the Producer shall not perform any business with members of the public.

(3) Industrial Operations

Upon specific request of the Producer or its hiring agency, the Guild will grant an automatic and unconditional waiver whereby the Producer may photograph actual factory production showing workers engaged in practical operation of technical and complicated machinery, subject to the following limitations:

(a) The factory scene shall not be staged for the purpose of motion pictures.

(b) Performers or background actors employed by Producer shall not perform any business with non-registered persons.

(c) The factory personnel so photographed shall only be as atmospheric background performing their usual work.

(d) When performers or photographic doubles are used, persons immediately surrounding such performers or photographic doubles shall be registered background actors.

(e) Any person, other than performers, who receives direction from the Producer, or who is required by Producer to wear make-up, costumes or wardrobe, must be a registered background actor.

(4) Technical, Complicated or Other Equipment or Machinery

Upon request, the Guild agrees to grant automatic and unconditional waivers for the photography of persons actually operating technical and complicated equipment or machinery or persons operating any leased equipment or machinery where the lessor requires such rental equipment or machinery to be operated by his designated qualified operator.

The equipment and machinery referred to herein shall include, but not be limited to, publicly-owned fire equipment and water trucks, public transportation buses, large bulldozers, and cranes or valuable antique and racing cars, etc.

(5) Armed Forces Personnel

It is contemplated that during the term of this Agreement the photographing of personnel of the Armed Forces within the applicable background actor zones (as defined in Section 1 of this Schedule above) engaged in their normal activities or duties would be of production value, but which photographing would be of such type or such scope or in such locale as to be impractical to stage. The Union agrees to cooperate with the Producers in good faith to the end of liberally granting unconditional waivers to the Producers for the photographing of such activities.

(6) Audience Participation Television Shows

Upon specific request of the Producer, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph spectators seated in the audience at a specific performance of an audience participation television show being produced by the Producer for exhibition on television. Such spectators must be members of the general public who: (a) appear only as atmospheric background; (b) do not receive direction from the Producer; (c) are not requested or required by the Producer to wear make-up,

costumes or specified wardrobe and do not perform any business with perform background actors or panel members.

Photography of spectators pursuant to such waiver shall not incorporated as a part of or used in any television program or theatrical motion picture other than the particular program consisting of the specific performance the audience participation show designated in the Producer's request for the waiver.

Such automatic and unconditional waiver will be final in the absence of misstatement or concealment of the facts by the Producer.

This provision's relation to audience participation television shows shall be effective during the term of this Agreement only.

5. WEEKLY RATES

The weekly salary for background actors employed by the week shall five (5) times the minimum daily rates as specifically set forth in Section 3 Background actors employed by the week are guaranteed a minimum emplo of five (5) days in a period of seven (7) consecutive days. (Such five (5) days employment are herein referred to as the weekly background actor's work After this minimum guarantee has been fulfilled, Producer may continue th employment on a *pro rata* basis; that is, for each day of work beyond the guaranteed week, the background actor shall be entitled to one-fifth (1/5) of weekly rate.

6. ADDITIONAL COMPENSATION

At the time a background actor performs any services which require additional compensation under the terms of this Agreement:

(a) A designated official of the Producer and such background act make a good faith attempt to agree as to the exact amount required to be pa the performance of such services;

(b) The amount of such additional compensation shall be written on the ground actor's voucher by a designated official of the Producer in the nce of the background actor and such additional compensation shall be paid cordance with Section 47 hereof;

(c) If a dispute exists as to whether or not additional compensation is due ckground actor, the designated official of the Producer shall note the claim e background actor's voucher in the presence of the background actor;

(d) Whenever the amount of additional compensation in accordance with greement is agreed upon in writing on the background actor's voucher en a background actor and a designated official of the Producer, such ional compensation shall be final and not subject to review;

(e) The Producer shall promptly furnish the Union with a copy of the mation relating to disputed claims for additional compensation on all ground actor vouchers;

(f) If, in fact, the background actor is required to do more hazardous or different work than was described in the call, such background actor may nt a claim which shall be dealt with in accordance with the grievance dure set forth in Section 56 of this Schedule X, Part I. Such background may also present a claim that any such call with respect to work of a dous nature was too broad in its terms in relation to compensation for the to be done, or that any such call with respect to services not of a hazardous specified the wrong rate of compensation with respect to the services ribed in such call. If conciliation fails, all such claims shall be arbitrable said grievance procedure.

WORK OF AN UNUSUAL OR HAZARDOUS CHARACTER

The Producer shall notify the background actor at the time of the call of the cter of the work when background actors are required to do night work, work, work in airborne dust or debris created by Producer, work in smoke d by Producer or work of a rough or dangerous character. When a ground actor is not so notified, he shall have the right to refuse such work and

receive a half-check or compensation for actual time worked, whichever is gr... Failure to notify a background actor of the character of such work involved sh... not, however, limit the Producer's right to require that background actor to d... other background actor work, in lieu thereof, if such other background actor ... exists.

Background actors who are hired on the minimum check and who there... accept hazardous work shall be entitled to additional compensation, and the ... amount of additional compensation shall be agreed to between the background ... actor and the Producer, or the Producer's representative, prior to the performa... of such work. A background actor will not be discriminated against for refusi... accept hazardous work.

The Producer will not deliberately hire anyone but registered background ... actors, hired in accordance with this Schedule, to perform hazardous backgro... actor work. No stunt performer hired as such may be employed for recogniz... background actor work on location except for *bona fide* emergencies not with... the contemplation of the Producer, and no stunt performer hired as such may ... employed for recognized background actor work at the studio on the day he ... employed as a stunt performer on the same production.

Upon written request from the Union, the Producer will submit to the ... a report indicating whether any stunt performers have been employed on a ... particular picture. Upon the written request of the Union, the Producer will ... furnish a copy of the script involved and make the film available to the Unio... viewing.

For violation of this Section 7, the following liquidated damages shall ... apply:

(a) $215.00 for the first violation;

(b) $350.00 for the second and each succeeding violation.

These liquidated damages shall not apply if there is a *bona fide* dispute ... whether the work is "background actor work" or "stunt work."

The foregoing schedules shall be applicable on a per person per day basis.

When hazardous or stunt work is contemplated, Producer shall provide ... to qualified medical personnel.

Any dispute under this Section 7 shall be referred to the Producer-...ground Actors Cooperative Committee and its decision of such dispute shall ...al and binding.

DANCERS' WORKING CONDITIONS

(a) Rest Periods Between Work Days

Producer shall provide a minimum ten (10) hour rest period for ...rs and, when practicable in scheduling, Producer shall use its best efforts to ...de a twelve (12) hour rest period.

(b) Standards - Cooperative Committee

Industry standards for dancers include adequate warm-up area, ...ces free and clean of debris and materials, adequate rest periods and such ... precautions as may be necessary to ensure the health and safety of the ...rs in light of the nature of the work performed. The Cooperative Committee ...et and shall continue to meet for the purpose of developing specific ...dards in accordance with the foregoing industry standards. The Producer shall ...e by the standards listed below and any further standards agreed upon by the ...erative Committee upon notice to Producer. The Cooperative Committee has ...d to the following specific conditions:

(1) Floors for Rehearsal Halls and Stages

Except when conditions are otherwise required for a scene: (a) ...ces should be clean and free of splinters, wax, nails; and (b) floors should be ...t and mopped at least daily with a germ-killing solution.

(2) Warm-Up Spaces

Adequate space must be provided to permit all dancers up (perform limbering exercises) thirty (30) minutes (non-work time) prior dancing.

(3) Breaks

Dancers will have at least ten (10) minutes rest during hour of actual rehearsal or shooting unless shooting is of a continuous nat so, at the choreographer's discretion, dancers may continue until a total of (90) minutes has elapsed, after which a fifteen (15) minute break must be

(4) Emergency Treatment

A person or facility located in the general geographical and qualified under the circumstances to provide medical care on an eme basis shall be identified and such information shall be made available to all rehearsals and performances.

(5) Safety of Equipment

Producer shall exercise care, including prior testing of equipment (breakaway props, etc.), to avoid injury to the performer.

9. WET, SNOW AND SMOKE WORK; EXTERIOR WORK

(a) A background actor required to get wet or to work in snow shall receive additional compensation of $14.00 per day. He may refus or work in snow or smoke unless such additional adjustment is previous upon. A background actor shall not be entitled to such adjustment if he swimming or surfing gear required for the scene or is wearing appropria apparel.

A background actor not notified at the time of booking that wet, snow e work is involved may refuse to perform in wet, snow or smoke and will a half day's pay, or payment for actual time worked, whichever is greater.

Swimmers cannot be required to go into the water within thirty (30) s following a meal.

(b) The Producer will notify background actors that exterior work is to be when known.

BODY MAKE-UP; SKULL CAP; HAIR GOODS; HAIR CUTS

background actor who is directed to and does have body make-up or oil to more than fifty percent (50%) of his body, and/or is required to and ar a rubber skull cap, and/or who is required to and does wear hair goods with spirit gum (specified as wigs, beards, sideburns, mustaches or), and/or who at the time of his employment is required to and does wear natural full-grown beard as a condition of employment, shall be entitled to nal compensation of $18.00 per day. When a background actor is required does furnish his own hairpiece, he shall be paid additional compensation of per day.

is also understood and agreed that any woman background actor required body make-up applied to her arms, shoulders and chest while wearing a nished low-cut gown, and any background actor, whether a man or woman, to have body make-up applied to his/her full arms and legs shall be o such additional compensation therefor.

hen a background actor's hair is required to be cut in connection with a ducer shall provide advance notice of such haircut at the time of booking. rcut may not take place earlier than two (2) working days before the work advance notice is not given at the time of booking, the background actor se the call without prejudice and shall not be entitled to compensation.

11. WARDROBE ALLOWANCE

(a) When a background actor reports in the specified wardrobe and ... addition brings one (1) or more complete changes of wardrobe as requested ... Producer, excluding the types of wardrobe described in subparagraph (b), he ... be entitled to an allowance of $9.00 per day for the first such change and $6... day for each additional change, whether utilized or not, during the term of ... Agreement; provided, however, that such allowance shall not be applicable ... wardrobe furnished for and used on an overnight location.

(b) A general background actor who is required to and does furnish ... formal attire, a fur, a national dress costume, a white Palm Beach or tropical ... uniform (other than a police uniform) or period wardrobe, at the request of ... Producer, shall be paid an allowance of $18.00 per day for the maintenance ... each such type of wardrobe. Any general background actor who is required ... does furnish a police uniform at the request of the Producer shall be paid ... allowance of $36.00 per day for the maintenance of such uniform.

(c) Producer may not require a background actor to leave person... wardrobe with Producer overnight or longer. However, should the back... actor agree, then the applicable daily allowance shall be paid as long as ... wardrobe is so held. Additional permission must also be obtained in ... well as additional fees negotiated if the wardrobe is to be used by another...

(d) Costumes or clothing supplied by Producer shall be cleaned ... previous use when delivered to the background actor and cleaned there... whenever necessary. No background actor shall be required to wear any ... that has been worn by another performer or background actor until such ... has been cleaned by Producer. The foregoing does not apply when clothing ... merely has been tried on by another performer or background actor.

12. WARDROBE REMOVAL

A background actor shall be dismissed as soon as wardrobe or ... been turned in. Whenever a background actor turns in wardrobe or ... time for which he is not otherwise compensated, he shall be paid for ...

...sis of time-and-one-half (1½) his regular hourly rate for that day after eight ...urs worked and double his regular hourly rate for that day after ten (10) ...worked, computed in units of one-tenth (1/10) hours. The words "wardrobe ...ied" shall be stamped on the background actor's voucher whenever this is ...se.

...When a background actor utilizes public transportation and so notifies the ...cer or its authorized hiring agent in advance, such background actor will not ...uired to report or be dismissed in dress, period or other extraordinary and ...wardrobe.

...When out-of-season wardrobe is required, Producer shall provide a private ...r background actors to change clothes.

...AMAGE TO OR LOSS OF WARDROBE OR PROPERTY

...f any wardrobe or property, personally owned by a background actor, is ...ed or lost in the course of his employment, the Producer shall compensate ...ctor within two (2) weeks from appropriate verification.

...laims for damage to or loss of such wardrobe or property must be filed ...e background actor leaves the set on the day on which the loss/damage ...t. The Producer shall furnish a claim form to the background actor to ...c, which shall be countersigned by the Producer and a copy thereof ...to the background actor prior to his departure for the day.

...OSTUME FITTINGS

...ckground actors fitted at a place designated by the Producer shall be paid ...

... if on a day prior to the work call, a quarter-check for two (2) hours of ...itional time shall be paid for at the hourly rate in units of thirty (30)

(b) if the fitting call is on the same day as the work call, straight time computed in units of thirty (30) minutes; provided, however, if on the same day four (4) hours or more intervene between the work call and the fitting, payment shall be made as though the fitting occurred on a day prior. If less time than four (4) hours intervenes from the termination of the fitting to time of work call, intervening time is work time.

(c) When Producer requires a background actor to bring wardrobe, personal accessories, pets, automobiles, etc., to a costume fitting, the background actor shall be compensated at one-half (½) the applicable daily allowance for item(s).

A background actor who has been fitted shall be paid not less than a full day of agreed wages if not given employment in the production for which the background actor was fitted. The rate of fittings shall be based on the classification in which the background actor is employed on his first day of employment on which he is required to wear the costume for which he is so fitted.

15. INTERVIEWS

(a) Background actors reporting for interviews shall receive an allowance for the first two (2) hours of the interview in the amount of one-quarter (¼) of the For additional time of the interview, background actors shall be paid in units of two (2) hours at the specified regular hourly rate for the call being filled. If within any period of interview time, any recording or photography, still or otherwise, is done for use in any production, background actors shall be paid the agreed daily wage, except that still pictures to be used exclusively for the identification of the performer or wardrobe may be taken by Producer without making such payment.

When Producer requires a background actor to bring wardrobe, personal accessories, pets, automobiles, etc., to an interview, or when Producer requires the background actor to appear in dress for an interview, the background actor shall be compensated at one-half (½) the applicable daily allowance for item(s).

Upon completion of the interview, the background actor shall be ed whether or not he has been selected, and he shall be advised as to the daily kly rate of compensation to be paid: if the background actor is not used in duction for which he was selected, he shall be paid the agreed wage (one one week) unless the background actor is not available when called, in event he shall not be entitled to any payment.

The Producer agrees to give the Union written notification, within ight (48) hours after the interview, as to persons so selected on interview.

A background actor required to report for a second interview for the ob shall be paid not less than two (2) hours of pay at the established daily

Background actors who are required to and do report for an interview s clothes shall be paid an additional $9.00 over and above the regular ew allowance during the period of this Agreement.

Whenever a dispute arises because the Guild claims an aggravated of the Producers' right to interview has taken place, such claim shall be ed to the Industry-Union Cooperative Committee and its decision of said e shall be final and binding.

When such an aggravated abuse of the Producer's right to interview is to have taken place, any background actor required to report for such per interview shall be paid an additional two (2) hours of pay at the lished daily rate for the call being filled over and above the payments to he is otherwise entitled.

(b) The parties shall further discuss the need for open call interviews a Producer elects to do "in-house" casting.

REHEARSALS

Rehearsals shall be considered work time and shall be paid for accordingly.

17. OMNIES

Any background actor who speaks atmospheric words, commonly known in the industry as "omnies," is entitled to the basic wage for the particular call.

18. NUDITY

(a) The Producer's representative will notify background actor of any nudity or sex acts expected in the role (if known by management at the time) at time of the call.

(b) During any production involving nudity or sex scenes, the set shall closed to all persons having no business purpose in connection with the production.

(c) No still photography of nudity or sex acts will be authorized by the Producer to be made without the consent of the background actor.

(d) The appearance of a background actor in a nude or sex scene shall conditioned upon the background actor providing prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. If a background actor has agreed to appear in such scenes and then withdraws his consent, Producer shall have the right to double or replace, but consent may not be withdrawn as to film already photographed. Producer shall also have the right to double or replace children tender years (infants) in nude scenes (not in sex scenes).

(e) If not notified of nudity in advance, the background actor retains the right to refuse and is entitled to a full day of pay without prejudice. Producer retains the right to require the background actor to do other background actor work, in lieu thereof, if such other background actor work exists.

PETS AND PERSONAL ACCESSORIES

(a) Pets

A background actor who is directed by Producer and reports to the ing site with pet(s) shall be paid an allowance of $23.00 per pet per day. The ground actor shall have the sole responsibility and obligation to care for the with the exception that the Producer agrees to provide water for such pets.

(b) When a background actor is directed to and reports with the following said background actor shall be given the allowance indicated opposite the listed below:

Camera	$5.50 per day
Luggage	$5.50 each piece per day (does not include handbag)
Golf clubs and bag	$12.00
Tennis racquet	$5.50 (only if not already being paid as part of a tennis wardrobe allowance)
Skis	$12.00 (includes poles and boots)
Binoculars or opera glasses	$5.50
Large portable radios	$5.50
Skates	$5.50
Skateboard	$5.50

(c) If Producer requires the background actor to provide props other than those for which a rate is specified in this Schedule, Producer will bargain with the background actor to establish an appropriate rate of allowance at the time of engagement.

20. VEHICLE ALLOWANCE AND MILEAGE

(a) Automobile

A background actor who is directed to and who does furnish his automobile for photographic purposes shall be paid an automobile allowance of $35.00 per day.

In the event that a background actor is required to report with his automobile at a place outside the Studio Zone, his work day shall commence and end at the time he would have normally been required to report and be dismissed at the Producer's studio or any other studio if he were to be transported to and from the place of such reporting. The Producer agrees to pay thirty cents (30¢) a mile for all miles traveled by the background actor upon the Producer's instruction. In the event that a background actor is required to report with his automobile outside the Studio Zone, the mileage shall be computed from the Producer's studio to the reporting site and return and shall be added to the total mileage traveled by the background actor at the Producer's instruction during the day. Reimbursement shall be included in the background actor's pay check.

(b) Trailer

A background actor who is directed to and who does report with his trailer shall be paid a trailer allowance of $19.00 per day.

(c) Bicycle

A background actor who is directed to and who does report with a bicycle shall be paid a bicycle allowance of $12.00 per day.

(d) Moped

A background actor who is directed to and who does report with a ped shall be paid a moped allowance of $15.00 per day.

(e) Motorcycle

A background actor who is directed to and who does report with a torcycle, other than a police motorcycle, shall be paid a motorcycle allowance 35.00 per day.

(f) Police Motorcycle

A background actor who is directed to report and does report with a ce motorcycle shall be paid a police motorcycle allowance of $50.00 per day.

(g) On all locations, Producer shall provide supervised or secured lawful king for a vehicle so furnished.

(h) When a background actor is required to drive an automobile, torcycle or moped other than his own, such background actor shall be covered er Producer's general liability insurance policy and the Producer shall thereby mnify such background actor from all liability for damage or injury which y result.

(i) An automobile, motorcycle or moped is to be driven only by the kground actor supplying same and cannot be used for stunt work unless this is reed to by such background actor at the time of booking. If prior consent is not ained, the background actor retains the right to refuse such use without judice and is entitled to a full day of pay, plus applicable allowances and justments. Producer retains the right to require such background actor to do er background actor work in lieu thereof, if such other background actor work ists. The provisions of this subparagraph apply under circumstances in which a kground actor supplies the vehicle in the course and scope of employment der this Agreement.

(j) Producer may not require a background actor to leave said vehicle with the Producer overnight or longer; however, should a background actor keep then the applicable daily allowance shall be paid as long as the above vehicle held, as well as all mileage incurred during this period; providing, of course, the background actor has given permission for someone else to drive the vehicle. The provisions of this subparagraph apply under circumstances in which a background actor supplies the vehicle in the course and scope of employment under this Agreement.

21. GUARANTEE OF EMPLOYMENT FOR DAILY EMPLOYEES

Daily employees - One (1) day of pay (eight (8) hours).

The foregoing guarantee is subject to rights of cancellation as provided Sections 28 and 29.

22. WORKWEEK, PAYROLL WEEK, REGULAR PAY DAY

(a) (i) The regular studio workweek shall consist of any five consecutive days out of any seven (7) consecutive days, commencing of such five (5) days. However, the five (5) consecutive day requirement deemed satisfied when, on commencing employment, the background actor assigned to a schedule that calls for him to work, for example, on Monday Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday.

(ii) The regular overnight location workweek shall consist six (6) consecutive days out of any seven (7) consecutive days, commencing the first of such six (6) days. However, the six (6) consecutive day requirement shall be deemed satisfied when, on commencing employment, the background actor is assigned to a schedule that calls for him to work, for example, and Tuesday, with Wednesday as the regular day off, and is followed by Thursday through the following Tuesday.

(iii) One time during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for background actors, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The background actor shall be advised of any shift in the workweek prior to commencement of that workweek.

(b) The payroll week shall be from midnight Saturday to midnight Friday.

(c) The regular pay day shall be Thursday, except that Friday shall be the regular pay day on overnight locations. Each background actor shall receive payment on Thursday (Friday on overnight locations) for services performed in the preceding payroll week.

OVERTIME

Background actors employed in excess of eight (8) hours in any one (1) day, from time the background actor is required to and does report until dismissed, shall be paid daily overtime compensation as follows:

(a) One-and-one-half (1½) times the background actor's rate of pay for the ninth, tenth, eleventh and twelfth work hours of employment and not less than double the background actor's rate of pay for all hours worked thereafter, computed in units of one-tenth (1/10) hours.

(b) Weekly Overtime

The total sum paid to a background actor who works more than forty (40) hours in such workweek for a particular employer shall be the background actor's regular hourly rate of pay times forty (40), plus one-and-one-half (1½) times such regular hourly rate of pay for all hours worked in excess of forty (40) during such workweek. The regular hourly rate shall be determined by dividing the amount of the weekly salary by the number of regular hours in a workweek.

(c) A background actor employed by the week shall receive payment for daily overtime for all hours, or fractions thereof, worked beyond eight (8) hours in any one (1) day on which such daily overtime occurs as provided above; provided that overtime payments shall not be compounded and all payments made by the Producer for daily overtime on the basis hereinabove specified shall be applied toward any sum due for weekly overtime.

(d) In computing time of employment, meal periods are not included.

(e) All overtime for background actors shall be upon the maximum rate the background actor is receiving on that particular day.

(f) Overtime premium payments under Sections 23 and 25 shall not be compounded or pyramided and shall be paid at the highest applicable premium rate only.

24. SIXTEEN (16) HOUR RULE

Background actors shall not be employed in excess of a total of sixteen (16) hours, including meal periods, travel time and actual time required to turn in wardrobe or property in any one (1) day of twenty-four (24) hours.

The penalty for violation of the foregoing sixteen (16) hour rule shall be one (1) day of pay (at the background actor's daily rate including any additional compensation) for each hour, or fraction thereof, of such violation. Such penalty shall be paid at straight time, unless the violation occurs on a holiday or the

employee's sixth or seventh day for which double time is provided under Section thereof.

This provision shall not apply in any case or to any extent in which such ation occurred as a result of circumstances or conditions, other than production nderations or conditions, beyond the control of the Producer with respect to or ing the return of such background actors from location; but when the penalty used, the background actors shall receive all applicable overtime. The Guild not claim any breach of contract resulting from the violation of the sixteen hour rule unless the penalty above prescribed is incurred and is not paid.

SIX (6) OR SEVEN (7) CONSECUTIVE DAYS IN A WORKWEEK; HOLIDAYS

(a) Sixth Consecutive Day:

(1) All work performed on the sixth consecutive day worked for a cular Producer, except on overnight locations, shall be paid at the rate of e time.

(2) The sixth consecutive day worked for a particular Producer on ight location shall be paid for at straight time.

(3) For a sixth consecutive day for a particular Producer not ed on overnight location, when the background actor is required to remain e lodged overnight at Producer's expense, the background actor shall be paid owance of one (1) day of pay at straight time.

(b) Seventh Consecutive Day:

All work performed on a seventh consecutive day for a particular r shall be paid at the rate of double time. Background actors on overnight shall be paid an allowance of one (1) day of pay at straight time for a consecutive day for a particular Producer.

(c) Holidays:

(1) New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day shall be recognized as holidays. If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on a Sunday, the following Monday shall be considered the holiday except that on overnight location, Saturday holidays will be recognized on Saturday.

(2) Provisions for Holidays Not Worked:

Studio employment - Allowance of one (1) day of pay at straight time if the background actor is employed by Producer the day before the day after any of the above-named nine (9) holidays, except when any such holiday occurs on a Saturday.

Overnight location employment - Allowance of one (1) day's pay at straight time.

(3) Provisions for Holidays Worked:

Double daily wage.

(d) Overtime premium payments under Sections 23 and 25 shall not be compounded or pyramided and shall be paid at the highest applicable premium rate only.

26. WORKING IN HIGHER CLASSIFICATION

If any part of the work day is worked at a higher rate than the rate for which the background actor is called for work, the higher rate shall prevail for the entire work day. If the background actor is called back for the next day and Producer intends that he shall revert to the rate at which he was originally called, the background actor must be notified of such intention at the time of the call-back.

CALL-BACKS

A "call-back," as the phrase is used herein, means instruction by the Producer to the background actor, given prior to the dismissal of such background actor, to return to work on the same photoplay, production or episode of a series.

Producer agrees that "call-backs" for background actors shall be made as far in advance as possible on the day prior to that specified in such "call-back." When given a definite "call-back," a background actor may not be cancelled with respect to work after 4:30 p.m. of that day, except in accordance with the provisions of Sections 28 and 29 of this Schedule.

Unless the background actor has been given a definite "call-back" to return the following day by 5:00 p.m. of a particular day on which shooting commences prior to 2:00 p.m., he shall be free to seek and accept other employment commitments.

Notwithstanding the foregoing, if the background actor is established so that he cannot be replaced and the Producer requires his services on the following day, by giving him a definite "call-back," the background actor shall report pursuant to such "call-back." A background actor who is given a "call-back" after accepting another employment commitment and who must report pursuant to such "call-back" because he has been established and cannot be replaced will receive the assistance of the Producer giving the "call-back" or its designated casting director in arranging for him to be relieved of such other employment commitment.

CANCELLATION OF CALLS

(a) The Producer shall have the right to cancel any call for any of the following reasons beyond its control:

(1) illness in principal cast;

(2) fire, flood or other similar catastrophe;

(3) governmental regulations or order issued due to a national emergency.

In the event of any such cancellation, the background actor so cancelled shall receive a one-half (½) check, except as provided in subparagraph (d) and (g) below.

(b) The Producer shall be entitled to hold and use such background actor for four (4) hours, only to the extent herein provided. For each additional two hours or fraction thereof, the background actor shall receive a one-quarter (¼) check.

(c) During the time the background actor is so held, the Producer has the privilege of putting background actors into costume, rehearsing or making other use of their services. If, however, any recording or photography is done, whether still pictures or otherwise, background actors shall be paid the agreed daily rate.

(d) If any background actor be notified of such cancellation before 7:30 p.m. of the work day previous to the work date specified in such call, or be otherwise employed on the same work date by the same production company at a rate equal to or higher than the rate applicable to such background actor as specified in such cancelled call, he shall not be entitled to such one-half (½) check.

(e) If the background actor's second work assignment shall be for a time to commence less than four (4) hours after the time of his cancelled call, such background actor shall receive, in lieu of the one-half (½) check, an allowance for the cancellation of the call on a straight time hourly basis, computed in thirty-minute units from the time of the first call to the time of his second call. Overtime, if any, on the second work assignment shall be computed without reference to the first call. If the second work assignment shall be for a time to commence more than four (4) hours after the time of his cancelled call, the background actor shall receive the one-half (½) check. Overtime, if any, shall be computed without reference to his first call.

(f) If a background actor has not been notified as contemplated by paragraph (d) above, then notice must be posted at the hour designated for the ...stating set will not work.

(g) In the San Francisco and Hawaii Background Actor Zones only, if a ...kground actor is notified of such cancellation before 11:00 p.m. of the work ...previous to that work date specified in such call, he shall not be entitled to ...one-half (½) check.

(h) Nothing herein contained shall enlarge the Producer's right to cancel ...

WEATHER-PERMITTING CALLS

(a) When the scheduled photography is cancelled by Producer because of ...ther conditions, background actors reporting pursuant to a "weather-...itting" call shall be paid one-half (½) day's pay, which shall entitle the ...ucer to hold the background actor for not exceeding four (4) hours; the ...ground actor shall receive another one-half (½) check if held for an additional ...(4) hours or fraction thereof; after eight (8) hours (excluding one meal break), ...time commences in one-tenth (1/10) hour units.

(b) During this time, the Producer may costume, rehearse or otherwise ...e background actor on the specified photoplay, except for recording or ...graphing, still or otherwise, of such background actor.

(c) If the background actor is used for such recording or photographing, ...all receive a day of pay.

(d) The background actor may cancel a weather-permitting call ...usly accepted, by notifying the agency which issued the call prior to 7:30 ...the closing time of such agency, whichever is the earlier, unless he has ...established in the picture.

(e) "Weather-permitting" calls shall not be issued for stages in studio nor shall a "weather-permitting" call-back be issued to any background actor after he has been established.

(f) When a weather-permitting call is given, the Producer must specify that the background actor is to work: (1) if it is raining, (2) if it is cloudy, or the sun is shining; provided that if any other special type of weather is a condition precedent to the background actor working, the same may be specified, but must be described sufficiently so as to be capable of understanding by a background actor.

(g) Producer agrees that it will not request the background actors to in the early morning hours of the following day for a possible weather-permit call.

30. MEAL PERIODS

(a) Meal periods shall be not less than one-half (½) hour nor more one (1) hour. Not more than one (1) meal period shall be deducted from wo time during the first eight (8) hours. When the meal period of any member crew is shorter than that for background actors, such crew members shall be entitled to eat before the background actors.

(b) The first meal period shall be called not later than six (6) hours the time of call. All subsequent meal periods, commencing with the second period, shall be called not later than six (6) hours after the termination of preceding meal period. There will be a twelve (12) minute grace period not to be a scheduled grace period, prior to imposition of any meal penalty provided that the six (6) hour period between meals has not been extended permitted by the following sentence. If, upon the expiration of such six period, the camera is in the actual course of photographing a "take," it shall a violation of the meal period to complete such take.

(c) Notwithstanding the foregoing, the Producer may furnish to background actor a non-deductible meal appropriate to the time of day of (15) minutes in duration within two (2) hours of the background actor's

which the background actor will be freed of all activity, provided that such deductible meal is given for the purpose of synchronizing the background meal time with the crew meal time. If the background actor is given a non-deductible meal, a notation indicating the start and finish time of that meal shall be on the production report. The first deductible meal period shall commence six (6) hours of the end of such non-deductible meal.

(d) Whenever Producer supplies meals or other food or beverages to the crew, the same shall be furnished to all background actors. Regarding wages, this provision is applicable only in those situations in which the ducer supplies beverages to the cast and crew and is not applicable when ted groups may supply their own beverages (*e.g.*, prop truck with a cooler for wages). When meals are served to background actors, tables and seats shall be available for them. No time shall be deducted from work time for any meal ded by the Producer until the background actors are given the opportunity to line for the actual feeding of background actors. "Meal" means an adequate, balanced serving of a variety of wholesome, nutritious foods. The furnishing acks, such as hot dogs or hamburgers, to background actors by the Producer not constitute a meal period. Meals supplied by the Producer shall not be ted from the background actors' wages.

(e) Violation of Meal Period Provisions

The meal period penalty to be paid to all background actors on a ular production who are entitled to such penalty for any violation of the ing meal period provisions shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof	$ 7.50
Second one-half (½) hour meal delay or fraction thereof	$10.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	$12.50

31. WORK TIME

(a) Subject to the numerical limits set forth in Section 1(c), studio ... and working conditions shall prevail for all background actor work performed within the "Studio Zone" of the Los Angeles Background Actor Zone, as defined in Section 32. Background actors may be required to report for work and be dismissed at the zone location within the "Studio Zone," in which event work ... shall begin and end at such Studio Zone location. If background actors are ... required to report to the studio, work time shall begin and end at the studio ... work time to include travel time both ways between studio and the Studio Zone ... location.

(b) Subject to the numerical limits set forth in Section 1(c), studio ... and working conditions shall prevail for all background actor work performed within the San Francisco Background Actor Zone, as defined in subparagraph ... Section 1(d). Background actors may be required to report for work and be dismissed at any location within the San Francisco Background Actor Zone ... which event work time shall begin and end at such zone location.

(c) Subject to the numerical limits set forth in Section 1(c), studio ... and working conditions shall prevail for all background actor work performed within each respective island sub-zone of the Hawaii Background Actor Zone. Background actors hired within any island sub-zone may be required to report for work and be dismissed at such respective sub-zone location or pick-up spot agreed upon, in which event work time shall begin and end at such respective sub-zone location or pick-up spot.

(d) Subject to the numerical limits set forth in Section 1(c), studio ... and working conditions shall prevail for all background actor work performed within the Las Vegas, San Diego and Sacramento Background Actor Zones ... defined in Section 1(d)(4), (5) and (6).

32. LOS ANGELES STUDIO ZONE

The "Studio Zone" within the Los Angeles Background Actor Zone ... the area within a circle thirty (30) miles in radius from the intersection of ...

... evard and La Cienega Boulevard, Los Angeles, California. The Metro-... wyn-Mayer, Inc. Conejo Ranch property shall be considered as within the ... o zone. See Exhibit "G" attached.

... NEARBY LOCATION DEFINED

... (a) Within the Los Angeles Background Actor Zone, nearby locations are ... locations outside of the "Studio Zone" on which background actors are not ... d overnight, but return to the studio at the end of the workday.

... (b) There are no nearby locations within the San Francisco Background ... Zone.

... (c) Within the Hawaii Background Actor Zone, nearby locations are ... locations outside of the island sub-zone where the background actors are ... o which such background actors are transported and are not lodged ... ight, but return to the pick-up spot within the island sub-zone of hiring and ... ing at the end of the workday.

... (d) Within the Las Vegas Background Actor Zone, nearby locations are ... locations outside of the city limits of Las Vegas on which background actors ... t lodged overnight, but return to the studio or pick-up spot, as the case may ... he end of the workday.

... (e) Within the San Diego Background Actor Zone, nearby locations are ... locations outside of the city limits of San Diego on which background actors ... t lodged overnight, but return to the studio or pick-up spot, as the case may ... he end of the workday.

... TRANSPORTATION

... (a) When a background actor is required to report at any studio zone ... Producer shall either furnish transportation to the background actor or, at ... r's option, may require the background actor to report at such location, in ... ther case Producer will allow mileage of thirty cents (30¢) per mile

computed between the studio and the zone location. The Producer shall have the right to require the background actor to report (subject to the same mileage allowance between the studio and the pick-up point) at a pick-up point within the studio zone for subsequent transportation furnished by the Producer from such pick-up point to nearby location within the studio zone and return to the pick-up point. When a background actor reports for work within the 30-mile studio zone other than at a studio, the Producer will pay for parking in a supervised public parking lot. If no such public parking is available, the Producer will provide supervised or secured lawful parking. Work at another studio is not a "Zone Location."

(b) If the services of the background actor are required at any place other than the place of reporting, the Producer shall be required to furnish the necessary transportation, except when an automobile is furnished pursuant to the provisions of Section 20 hereof. Background actors shall be dismissed at the place of reporting.

35. TRANSPORTATION AFTER NIGHT WORK

When background actors are required to work at night and are not dismissed in time to permit their return to their homes by public service transportation, transportation must be provided by the Producer.

36. NEARBY LOCATIONS - WORK TIME; TRAVEL TIME

Studio rates and working conditions shall prevail on nearby locations. Work time shall begin at the designated time when ordered to report at the studio or at the studio zone location or the pick-up spot, as the case may be, in the Los Angeles Background Actor Zone or at the pick-up spot in the Hawaii, San Diego and Las Vegas Background Actor Zones. Travel time to and from location, and while on a nearby location, shall be work time computed in one-tenth (1/10) hour and shall be considered as such for all purposes in computing daily overtime, subject to the terms of this Schedule. No additional compensation shall be paid for travel time which occurs during the period for which the background actor is otherwise compensated.

OVERNIGHT LOCATIONS DEFINED

Overnight locations are those locations on which the background actor is required to remain away and be lodged overnight.

OVERNIGHT LOCATIONS

Studio minimum wage scales and working conditions shall apply on overnight locations, except as follows:

(a) The sixth consecutive day worked for a particular Producer shall be paid at straight time.

(b) For those background actors required to remain away and be lodged overnight, an allowance of one (1) day of pay at straight time shall be paid for each day (including the seventh consecutive day for a particular Producer and any days) not worked on such overnight location.

TRAVELING EXPENSES AND ACCOMMODATIONS

The background actor's necessary traveling expenses, meals and lodging shall be made available at the Producer's expense. The Producer shall furnish first class transportation to and from overnight locations, with first class sleeping accommodations.

If first class transportation and accommodations are not available for reasons beyond the Producer's control, the Producer shall furnish the next best available class and promptly notify the Union and the background actor what arrangements have been made.

Accident insurance for death or dismemberment during air travel or the necessary funds to purchase available vending machine insurance, in an amount at least equal to the highest amount provided for by any other collective bargaining agreement entered into by the Producer with any other Guild or Union, shall be provided at the expense of the Producer to each background actor required to

travel by air in the course of his employment, but in no event shall such amount less than $100,000.00.

Producer acknowledges the right of a background actor to refuse to fly on charter flight or in a helicopter; except, however, prior to employment, Produce may obtain the consent of the background actor to fly on a charter flight or in helicopter. A background actor who refuses to fly on a charter flight or in a helicopter may be required to use alternate transportation when available, and when such refusal occurs too near the time of departure to permit replacement such background actor through regular casting procedures and sources, Produc shall have the right to replace such background actor from any source.

40. OVERNIGHT LOCATION TRAVEL TIME DEFINED

Travel time is the time consumed in transporting background actors from the studio or place of reporting and the overnight location, and from th shooting site on the overnight location to the housing base.

Travel time begins when the background actor is directed to and do report for travel, and ends when the background actor arrives at destinatio

Travel time shall in no event exceed eight (8) hours in any period o twenty-four (24) hours, computed from midnight to midnight.

41. OVERNIGHT LOCATION TRAVEL TIME; WORK, TRAV PAY CONDITIONS

(For the purpose of this Section 41, a "day" shall be deemed midn midnight.)

(a) Travel Only - No Work

(1) To Overnight Location

Background actors shall be paid one (1) day of pa for each day or portion thereof spent in traveling to such location

formed on such day or days of travel, unless such background actor is erwise compensated for any such day or days in accordance with Section 38(b) eof.

(2) From Overnight Location

Background actors shall be paid one (1) day of pay (8 hours) ach day or portion thereof spent in traveling from an overnight location when ork is performed on such day or days, unless otherwise compensated for as ided in Section 38(b) hereof.

(b) Travel and Work

(1) To Overnight Location

Time spent in traveling to an overnight location on any day on the background actor performs work after arriving on the overnight location e included in the background actor's work day for all purposes, including uting daily overtime, subject to the terms of this Schedule, except that if the ound actor arrives at the location past midnight and his call for work on the ght location is for a time later in the day of his arrival, then, for the travel past midnight, the background actor shall be paid, separate and apart, at t time, and not as work time, for the actual time spent in traveling past ght computed in units of fifteen (15) minutes. Travel time from the shooting the overnight location to the housing base shall be paid in accordance with agraph (e) hereof.

(2) From Overnight Location

Time spent in traveling from an overnight location on any day the background actor performs work after arriving shall be included in ground actor's work day for all purposes, including computing daily e, subject to the terms of this Schedule, except that if the background actor the Producer's studio or place of dismissal past midnight and his call for for a time later in the day of his arrival, then, for the time spent in past midnight, the background actor shall be paid, separate and apart, at me, and not as work time for the actual time spent in traveling past

midnight, computed in units of fifteen (15) minutes. Travel time from the nearby location to the studio, if any, shall be paid in accordance with the applicable provisions of Section 36 hereof.

(c) Work and Travel

(1) To Overnight Location

Time spent in traveling to an overnight location on any day on which the background actor performs work prior to leaving for the overnight location and for which the background actor is not otherwise compensated shall be considered work time for all purposes, including computing daily overtime, subject to the terms of this Agreement.

(2) From Overnight Location

Time spent in traveling from an overnight location on any day on which the background actor performs work prior to leaving the overnight location and for which the background actor is not otherwise compensated shall be considered work time for all purposes, including computing daily overtime, subject to the terms of this Schedule and, provided further, that if such background actor travels past midnight and is not given a call for work on the day of arrival on the next work day following the day of arrival if the day of arrival is a sixth, seventh consecutive day worked for a particular Producer or a holiday), he shall receive a full day of pay (eight (8) hours) at the rate in effect pursuant to subparagraph (f) hereof for the day of arrival and shall not be entitled to any compensation for travel time occurring after midnight.

(d) Work, Travel and Work

Time spent in traveling to or from an overnight location on any day on which the background actor performs work before and after such travel shall be included in the background actor's work day for all purposes, subject to the provisions of subparagraph (e) hereof and Section 36 of this Agreement.

(e) Travel Time While on Overnight Location

All travel time while on overnight location, including travel time from the shooting site on overnight location to the housing base, for which the background actor is not otherwise compensated, shall be considered work time for all purposes, including computing daily overtime, subject to the terms of this Schedule.

(f) Travel Time on Sixth or Seventh Consecutive Days and Holidays

(1) Time spent in traveling to or from an overnight location on a sixth consecutive day worked for a particular Producer shall be paid for at straight time, except to the extent that such travel time constitutes daily overtime under the provisions of subparagraph (b), (c) or (d) hereof, in which case such travel time shall be paid for on such basis of overtime compensation.

(2) Time spent in traveling to or from an overnight location on a seventh consecutive day worked for a particular Producer and/or any of the holidays recognized in this Schedule shall be paid for at one-and-one-half (1½) times the background actor's regular rate of pay, except to the extent such travel time constitutes daily overtime after twelve (12) hours under the provisions of subparagraphs (b), (c) or (d) hereof, in which case such travel time shall be paid on the basis of double time computed in units of one-tenth (1/10) hours.

(g) Sleeper Accommodations

When an overnight trip to or from a location is required and the same takes at least seven (7) hours to reach and the background actor is given a berth on a boat or a train, then the time spent by the background actor on such boat or train shall not be work time or travel time for any purpose. Nothing herein shall affect the right of the background actor to receive eight (8) hours of pay for each day spent in traveling under subparagraph (a) hereof or the background actor's right to be paid for time intervening between work and departure.

42. NOTICE OF LOCATIONS

The Producer or its hiring agency will notify the Union of all locations to which the background actors have been assigned, at least twenty-four (24) hours before shooting commences.

The Producer or its hiring agency shall, at the time a call is given to a background actor, notify such background actor if such call is for work on location and shall also specify, insofar as it is then known, the whereabouts of such location as well as whether filming will be indoors or outdoors and if out-of-season wardrobe is involved.

When background actors are on an overnight location and are to leave such overnight location at a time that would not normally permit them to arrive at the Producer's studio or other place of dismissal prior to 6:30 p.m. of the day of such arrival and, further, the background actors concerned do not have a call for work on the next work day following the day of such arrival, then the Producer shall make arrangements so that the hiring agency of the Producer will be notified as early as possible, but in no event later than 6:30 p.m. of the day of such arrival, that such background actors will be available for work on the next work day following the day of arrival. The Producer will also request its hiring agency to so notify any other designated agencies engaged in the hiring of background actors.

43. PREFERENCE OF EMPLOYMENT

In recognition of the services rendered to Producers by qualified background actors who have held themselves available for employment in the respective background actor zones defined in Section 1(d) hereof, and subject to the numerical limits set forth in Section 1(c), it is agreed that the Producer shall give preference of employment to background actors in filling calls for background actor work as follows (also see Section 56 of the General Provisions covering body doubles):

(a) (i) In the Los Angeles Studio Zone, to background actors registered on the rolls of any of the presently-designated casting agencies in Los Angeles or any other Los Angeles casting agency hereafter designated by the

Producer, which the Producer and the Union agree is a comparable agency for employment in the Los Angeles Studio Zone.

(ii) Outside of the Los Angeles Studio Zone, but within the Los Angeles Background Actor Zone, Producer shall give preference as provided in subparagraph (f) below only to any qualified, registered background actor who makes himself available at the place of employment; Producer shall have no obligation to transport the background actor. The exclusive remedy for violations of the preference of employment provision shall be the Cooperative Committee.

(b) In the San Francisco Background Actor Zone, to background actors registered on the rolls of any of the presently-designated casting agencies in San Francisco or any other San Francisco casting agency hereafter designated by the Producer which the Producer and the Union agree is a comparable agency; except, however, the Producer may nevertheless also fill such calls for work in the San Francisco Background Actor Zone by transporting there background actors registered in the Los Angeles Background Actor Zone with its designated casting agency.

(c) In the Hawaii Background Actor Zone, to background actors registered on the rolls of any of the presently-designated casting agencies in Hawaii or any other Hawaiian casting agency hereafter designated by the Producer which the Producer and the Union agree is a comparable agency; except, however, that Producer may, nevertheless, also fill such calls for work in the Hawaii Background Actor Zone by transporting there background actors registered with its designated casting agency in the Los Angeles Background Actor Zone.

(d) In the Las Vegas Background Actor Zone, to background actors registered on the rolls of any of the presently-designated casting agencies in Las Vegas or any other Las Vegas casting agency hereafter designated by the Producer which the Producer and the Union agree is a comparable agency; except, however, that Producer may, nevertheless, also fill such calls for work in the Las Vegas Background Actor Zone by transporting there background actors registered with its designated casting agency in the Los Angeles Background Actor Zone.

(e) In the San Diego Background Actor Zone, to background actors registered on the rolls of any of the presently-designated casting agencies in San

Diego or any other San Diego casting agency hereafter designated by the Producer which the Producer and the Union agree is a comparable agency; except, however, that Producer may, nevertheless, also fill such calls for work in the San Diego Background Actor Zone by transporting there background actors registered with its designated casting agency in the Los Angeles Background Actor Zone.

(f) "Registered background actors," as that term is used throughout this Schedule, shall refer to background actors registered as above provided, subject to the following:

Only in the event such registered background actors are unqualified or are insufficient in number, or are not readily available to meet the employment needs of the Producer in the respective background actor zone or sub-zone, as the case may be, according to the present general hiring practice of the above-designated casting agencies, may the Producer secure employees for such zone or sub-zone from any other source; provided further that:

(1) In any island sub-zone within the Hawaii Background Actor Zone, as defined in subparagraph (d)(3) of Section 1 hereof, registered background actors for such sub-zone who are resident on another island shall be deemed to be "readily available" on the island where the background actor work is to be performed only if the supply of qualified available registered background actors resident on that island has first been exhausted and such non-resident registrants are readily available to be hired at the time and place of photography within such island sub-zone.

(2) Whenever the Producer hires any additional background actors on any other island and transports them to the island on which the background actor work is to be performed within the Hawaii Background Actor Zone, first preference shall then be given to registered background actors readily available and registered for employment on the island from which such additional background actors are being secured and transported.

Producer agrees that it or its designated casting agency will notify Union prior to so securing employees to perform background actor work from source other than registered background actors. If the Union claims that the registered background actors, qualified, sufficient in number and readily a

meet the employment needs of the Producer in the respective background actor one or sub-zone, as the case may be, according to the present general hiring ractice of the above-designated casting agencies, the Producer may nevertheless re persons from other sources, but the Union may submit the disputed claim to e Industry-Union Cooperative Committee, as hereinafter provided.

It is further agreed that additional persons who have ability, talent or sability for background actor work hereafter may be registered on the rolls of any f the above-designated casting agencies for employment as background actors in e respective background actor zone or sub-zone, as the case may be, only in ose instances when there is not readily available under the present general hiring ractice an adequate supply of qualified background actors already registered for mployment in such zone or sub-zone. Such additional persons who are so gistered by one of the above-designated casting agencies during the term of this greement shall become entitled to the same preference of employment in the spective background actor zone or sub-zone as background actors then gistered for employment therein with such casting agency, in accordance with e above provisions.

In the event that the Union contends that a person so registered does t possess the requisite ability, talent or usability, or that there is an adequate pply of registered background actors in the respective background actor zone or b-zone, as the case may be, the Guild will so notify the Producer or its signated casting agency concerned within forty-eight (48) hours from the time en it is notified of such registration. In the event of such protest, the dispute ll be settled by reference to a "special committee" composed of five (5) oducer representatives on the Industry-Union Cooperative Committee. The cision of the majority of such "special committee" as to the dispute regarding registration of such person as a qualified background actor shall be final and nding on the parties.

Nothing herein contained shall be so construed or in any manner limit oducer's present exclusive right to cast background actors and reduce the mber of registered background actors.

It is agreed that Producer will give preference in each respective kground actor zone or sub-zone, as the case may be, as herein provided, in

giving call-backs and making adjustments to registered background actors, except as to background actors who have been "established" in the scene concerned.

It is understood that it would be impossible to accurately fix the actual damages suffered by the Guild by reason of a breach by the Producer of the provisions of this Section 43. *It is therefore agreed* that, in the absence of any other mutual agreement regarding liquidated damages for such breach, the claim shall be referred to the Industry-Union Cooperative Committee and its decision such dispute shall be final and binding. If the Cooperative Committee is unable mediate or adjust any complaint alleging a breach of this Section 43, the matte may be referred to binding arbitration pursuant to Step 3 of Section 56 of this Schedule.

44. HIRING OF BACKGROUND ACTORS

(a) No background actor shall be employed on account of personal favoritism.

(b) Rotation of work shall be established to such reasonable degree as may be possible and practicable.

(c) No person having *authority from* the Producer to hire, employ direct the services of background actors shall demand or accept any fee, gift significant services (more than normal courtesy) from a background actor currently rendering services, or other remuneration in consideration of hiring employing any person to perform work or services as a background actor or permitting such person to continue in said employment.

(d) Only the Producer or its hiring agency shall perform any servi connection with the hiring or employment of background actors, whether for remuneration or otherwise.

(e) Persons employed as members of the casting or producing Producer will neither be engaged nor utilized as background actors in any on which they also render services.

(f) Any complaints of alleged breach of any of the provisions of this ection 44 shall, at the option of either party, be presented to the Industry-Union ooperative Committee provided by Section 17 of the General Provisions of this greement for the purpose of mediating or adjusting such complaints, or the evance and arbitration procedure.

POLICY OF NON-DISCRIMINATION AND DIVERSITY

(a) (1) The parties hereto reaffirm their commitment to a policy of n-discrimination and fair employment in connection with the engagement and atment of background actors on the basis of sex, race, color, creed, national gin, age, marital status, disability or sexual orientation, in accordance with plicable state and federal law; and (2) to continue the active promotion of versity, as set forth herein, of background actors covered by this Schedule.

(b) Producer shall make every effort to cast background actors in cordance with the policy set forth in subparagraph (a) above in all types of roles, ing due regard for the requirement of, and suitability for, the role so that, for mple, the American scene may be portrayed realistically.

(c) Consistent with the foregoing, every effort shall be made to include norities, women, performers with disabilities (defined as those covered under employment provisions of the Americans with Disabilities Act) and performers d 40 and over who are protected under the Age Discrimination in Employment in the casting of each motion picture, thereby creating fair and equal loyment opportunities and eliminating stereotyping in casting.

(d) When applicable, and with due regard to safety of the individuals, and crew, women and minorities shall be considered for hazardous work and cripted stunts on a non-discriminatory basis.

(e) In accordance with the foregoing policy, the Union reaffirms its y of non-discrimination with respect to admission to membership and rights embership.

(f) Producers will not interfere with the Union's access to pension and health reports for the limited purpose of verifying compliance with this policy of non-discrimination.

(g) Producers, their designated casting agents and Union also agree that it is the intent of this Agreement for the parties hereto to endeavor to increase work opportunities for background actors.

(h) The practice known as "painting down" is improper.

(i) Industry-Union Cooperative Committee on Mediation

An Industry-Union Cooperative Committee shall be established for the purpose of providing a forum for the discussion and resolution of disputes relating to the provisions of this Section 45.

Either Producer or Union may submit a request, which shall be in writing, that a dispute under Section 45 be brought before the Industry-Union Cooperative Committee. The Cooperative Committee shall convene within sixty (60) days after receipt by the non-moving party of such written notice, except that the parties may, by mutual agreement, extend such sixty (60) day period. If the meeting is not held due to the failure of the non-moving party to attend such meeting, the moving party may refer the matter to a non-binding mediation with an independent mediator.

Producer and Union agree to seek funding for the mediation program from the IACF.

(j) The matters covered in this Section are not subject to the provisions of Section 56 herein.

SANITARY PROVISIONS

(a) Water Supply

Every set or location shall be supplied with pure drinking water. Common drinking cups are prohibited.

(b) Seats and Cots

Every Producer shall provide an adequate number of suitable seats on sets or locations for all background actors. On every set or location, a cot of a type suitable for use as a stretcher, or a stretcher, shall be provided.

(c) Dressing Rooms

When a background actor is directed by the Producer to change clothes, either at the studio or on location, the background actor may refuse to change his or her clothes unless a place of reasonable comfort and privacy is provided. A bus is not acceptable as a place to change wardrobe unless equipped with appropriate changing areas. The parties reserve their respective positions as to the propriety of using a bathroom as a place to change wardrobe. Unless dressing rooms are provided adjacent to set or location on which background actors are required to work, Producer shall be responsible for damage to background actors' personal wardrobe or property. Separate dressing rooms shall be provided at studios or locations for each sex. Dressing rooms shall be adequately lighted. Any complaints of alleged breach of these provisions shall, at the option of either party, be presented to the Industry-Union Cooperative Committee provided by Section 17 of the General Provisions of this Agreement for the purpose of mediating or adjusting such complaints, or the grievance procedure set forth in Section 56 of this Schedule.

(d) Locker Rooms

Adequate provisions shall be made for the proper safekeeping of the clothing of background actors during working hours. An adequate number of clothes racks shall be provided on sets or locations when background actors are employed. If a locker is not provided on sets or on locations during time of

employment of background actors, a responsible party shall be put in charge of any clothing or property belonging to background actors.

(e) Toilet and Washing Facilities on Locations

Adequate toilet facilities shall be provided for all background actors, and toilets shall be kept in a clean and sanitary condition. The seats of these toilets shall be screened between each one and in front. Toilet paper must be provided. Sanitary napkins shall be obtainable. Washing facilities must be provided and either paper or individual towels supplied. Common towels will not be permitted. Soap must be provided. Appropriate time and facilities for clean-up shall be afforded all background actors before departing from a distant location.

(f) Reasonable protection shall be afforded background actors on all sets and locations against severe climate conditions such as heat, cold, rain and snow. Reasonable protection shall also be afforded background actors who are required to wear out-of-season wardrobe.

(g) Violation of any of the provisions of this Section 46 shall entitle all background actors employed on the set or location involved to receive such amount of additional compensation as may be assessed by decision of the Industry-Union Cooperative Committee.

(h) When the Producer designates a bus, automobile or other means of transportation as the rest or meal area at the location in lieu of providing seats and chairs, such facility shall be reasonably available and accessible for that purpose.

47. PAYMENT REQUIREMENTS

(a) In the event that Producer fails to postmark a background actor's paycheck on the regular pay day, as provided in Section 22, there shall be a $3.00 per day late payment charge paid to such background actor, commencing to accrue on the day following the day of default for a period not to exceed twenty-five (25) days, excluding Saturdays, Sundays and holidays, to a maximum of $75 per violation. Such late payment charge shall be in addition to any and all other

remedies which the Union may have against Producer or its designated casting agency under this Schedule.

The late payment charge provided herein shall not apply if the background actor has failed to execute his W-4 form, I-9 form or other governmentally-required forms.

If there is a dispute over the amount due the background actor, and the Producer or its designated casting agency pays the undisputed amount on time, or if there is a *bona fide* dispute as to the Producer's liability therefor, there will be no late payment charge during the pendency of the dispute.

(b) In order to enable the Union to determine if a violation of the pay-off requirements of this Schedule has occurred and to file its timely grievance with respect to same, if necessary, Producer or its designated casting agency agrees to advise the Union, within five (5) days after a request is made, as to the name of each background actor employed, the date(s) each background actor was employed and the date(s) each such background actor was paid on any particular picture or program.

48. TIME CLOCKS

The script supervisor on each set shall be designated by the Producer to maintain an official clock and to record times on production reports for the purpose of computations as required by this Schedule with respect to such matters as meal periods, dismissal time, etc. At the request of either party, the operation of this Section 48 shall be referred to the Industry-Union Cooperative Committee for review and joint recommendations.

49. INDUSTRY-UNION COOPERATIVE COMMITTEE

The Industry-Union Cooperative Committee provided under Section 17 of the General Provisions of this Agreement shall meet to deal with special problems relating to the administration of this Schedule, which are of mutual concern to the Producers and the Union. The joint recommendations or agreements of the

Committee shall be reduced to writing and circulated by bulletin. All decisions of the Committee made pursuant to Sections 7, 15, 43, 46 and 47 of this Schedule shall be final and binding.

50. REPORTING OF INJURIES/SAFETY

(a) The Producer agrees to notify the Union in the event a background actor is hospitalized as the result of an accident during the course of his employment.

(b) 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 action or work under hazardous conditions is planned. Such person will have visible identification. The Producer will provide readily accessible first aid equipment necessary to administer such medical assistance. In such circumstances, transportation to the nearest medical facility providing emergency services shall be readily available. When such action or work is planned on location, the production company shall determine the nearest emergency medical facilities and capabilities thereof and communication therewith and assure that transportation to such facilities is readily available at all times during the performance of such work. The transportation vehicle referred to above shall be capable of accommodating a stretcher and first aid equipment. The parties agree to recommend that the industry-wide Labor-Management Safety Committee develop appropriate guidelines as to first aid equipment and visible identification for the aforementioned person qualified to administer medical assistance on an emergency basis.

(c) The Producer shall obtain copies of all safety guidelines issued by the industry-wide Labor-Management Safety Committee. Copies of such guidelines shall be available at the offices of the AMPTP and the Union. The AMPTP and the Union agree to cooperate in disseminating such guidelines to Producers as they are formulated during the term of this Agreement.

(d) If a background actor is rigged with any type of explosive charge (including squibs), such background actor shall be permitted prior consultation with the stunt coordinator and the qualified special effects person. In addition,

such background actor shall be upgraded to the day performer rate and added to the cast list for residual purposes for the day on which the background actor was so upgraded. If the background actor is called back the next day, he returns as a background actor.

51. EMPLOYMENT AGENCY FEE

All compensation paid to background actors employed by the Producer through any agency shall be net to the background actor, except for such deductions or withholdings as may from time to time be provided by law or by this Agreement; it being agreed that the Producer, and not the background actor, shall bear the agency fee for obtaining employment, and that the background actor shall not be required by the Producer to pay such agency fee directly or indirectly.

52. ACCESS TO RECORDS

Producer agrees that reasonable access to the records of Central Casting Corporation, or any other agency used by the Producer for the employment of background actors, shall be afforded to the Union. The agency referred to in the preceding sentence means only an agency used regularly or customarily by one or more Producers, performing for such Producer substantially the same function as Central Casting Corporation, and does not mean agencies used casually but not generally. Records does not mean financial records of the Agency.

The Producer or its hiring agency will furnish the Guild a list of all background actors engaged to render services, showing the date, the time and the production to which they are assigned.

53. IDENTIFICATION CARDS

No person who is not a "registered background actor" shall be requested by a studio casting office from any casting agency, and each "registered background actor" shall be provided with a card of identification; suitable regulations for carrying out this provision shall be adopted.

54. STUDIO PASSES

The Producer shall give the Union full opportunity to check the performance of this Schedule, including access to sets, but the Union checking shall be done in such a manner as not to interfere with production.

The duly authorized business representatives of the Union each shall be furnished a pass to the studios, which shall permit the representatives to visit any portion of the studio lot or ranch necessary for the proper conduct of the business of the Union during working hours.

55. STATUTE OF LIMITATIONS

(a) Any individual dispute or claim between a background actor and the Producer shall be deemed to be waived by such background actor and by the Union in the event that a timely grievance is not filed either by such background actor or by the Union. In order to be timely, a grievance or dispute (other than one relating to damage to or loss of the background actor's wardrobe or property) must be presented to the employer in writing or orally, within thirty (30) days after the involved employee had knowledge, or reasonably should have had knowledge, of the occurrence of the facts giving rise to the grievance or dispute. Claims for damage to or loss of the background actor's wardrobe or property must be filed before the background actor leaves the set on the day on which the damage occurred. (The Producer shall furnish a claim form for the background actor to complete, which shall be countersigned by the Producer and a copy thereof furnished to the background actor prior to his departure for the day.)

(b) In all other claims (other than an background actor's dispute), such claims shall be deemed to be waived in the event that Step One proceedings are not filed by the Union on or before ninety (90) days from the date that the Union first has knowledge of such claim.

(c) Any claim by the Producer shall be deemed to be waived in the event that Step One proceedings are not filed by the Producer on or before ninety (90) days from the date that the Producer first has knowledge of such claim.

GRIEVANCE PROCEDURE

In the event of any dispute between the Union or any background actor employed under this Schedule and the Producer with regard to the proper application or interpretation of any of the provisions of this Schedule, the procedure shall be as follows:

Step 1

An authorized representative of the Union and an authorized representative of the Producer shall immediately discuss the matter and attempt in good faith to effect a settlement of the dispute.

It is the policy of the Union and the Producers not to permit undue delays in the presentation and processing of claims.

Step 2

If the parties shall fail to settle the dispute in Step 1 within twenty (20) days after the matter has been brought to the attention of the other party in Step 1, the aggrieved party may refer the dispute to Step 2 by delivery to the other party of a written statement of the dispute stating the facts giving rise to the dispute. In the event the necessary film or tape or other necessary evidence is not available for examination in Step 1, then the twenty (20) day period may be extended to a period not to exceed ninety (90) days or, in the case of a feature film, to a longer period of time as may be agreed upon by the parties.

The dispute shall be submitted to a Grievance Committee which shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the AMPTP. A hearing before such Grievance Committee shall, unless otherwise agreed by the parties, be held within ten (10) days following the written request to proceed to Step 2. The decision of the Grievance Committee shall be determined by a simple majority of the Grievance Committee and shall be final and binding on the Producer involved in the dispute, the Union and any involved background actor.

A Producer involved in the dispute who is not a member of the AMPTP, not amongst the Producers listed on Exhibit "A" of this Agreement, may notify the Union and the AMPTP in writing, within ten (10) business days after receiving the written notice, to proceed to Step 2, advising the parties that such Producer will not be bound by a decision of the Grievance Committee and, in such event, the Union may bypass Step 2 and proceed directly to arbitration as set forth in Step 3 by giving such Producer written notice to this effect.

Step 3

In the event the Grievance Committee does not reach a decision and the dispute is not settled in Step 2, the aggrieved party may deliver to the other party a written demand for arbitration setting forth the facts and the issue(s) to be arbitrated. Within ten (10) days after receipt of such demand by the party being grieved, the parties shall jointly appoint an arbitrator who shall promptly proceed to hear the dispute. If the parties cannot agree on an arbitrator, then a list shall be obtained from the American Arbitration Association, from which the parties can select names. All grievance committee meetings and arbitrations relating to claims arising out of the employment of background actors under this Schedule shall be heard in Los Angeles, unless mutually agreed to otherwise by the parties.

The decision of the arbitrator shall be in writing and shall be binding upon the Producer involved, the Union and any involved background actor. The arbitrator shall have the power to interpret and apply the provisions of this Schedule, but shall not have the power to modify, amend or add to any of its provisions, nor shall he/she have power to effect a change in its provisions. The arbitrator shall not have the power to determine jurisdictional disputes between Union and any other labor organization. Fees and expenses of the arbitrator and shorthand or court reporter, if any, shall be divided equally between the parties.

In the event it is necessary to exhibit film or tape in a proceeding under Step 2 or Step 3 of this grievance procedure, the direct labor costs of using a craft person and/or rental of equipment and/or space to exhibit such film or tape shall be divided equally between the Producer and the Union.

Any complaint may be presented for a background actor by the Union. The Producer agrees not to discriminate in any way against a background actor presenting a complaint.

CONFLICT WITH LAWS

If any portion of this contract shall be held illegal, such portion shall be ineffective, but if such portion is a major provision of this contract, either party may thereupon terminate the provisions of this Schedule X, Part I on ninety (90) days written notice to the other party.

In the event that any provision of this Schedule relating to the amounts and payment of wages or other financial benefits is affected by any legislation, decision of a court of competent jurisdiction, or governmental regulation in such manner so that such wages or other financial benefits would be increased over, or decreased under, the amount intended to be paid by the parties hereto at the time of the execution of this Agreement, then each of the parties hereto agrees that upon written notice from the other party setting forth the provisions to be negotiated, they will renegotiate for modification of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as early as possible, for payment of wages or other financial benefits, in the amount intended to be paid by the parties hereto at the time of the execution hereof. If the parties are unable to arrive at an agreement within thirty (30) days after delivery of such notice, then such provisions in question shall be immediately submitted to an Arbitration Committee composed of one (1) member designated by the Producer, one (1) member by the Union and an Impartial Chairman, to be selected by such other two (2) members within ten (10) days following such thirty (30) day period provided above. This Arbitration Committee shall promptly proceed to hear and settle such matter. The authority of this Arbitration Committee to decide shall be limited solely to determining the appropriate modifications of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction, or governmental regulation, as the case may be, and will provide, as nearly as possible, for the payment of wages and other financial benefits in the amount intended to be paid by the parties at the time of execution of this Agreement. The terms and conditions of such appropriate modifications, if

any, by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such manner and to the extent as above-described and provided; the amounts and payments of wages, or other financial benefits contained in such appropriate modifications, if any, made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of such modifications. In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, Producer shall not be liable for any retroactive back-pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final, and shall not be subject to the grievance procedure in Section 56 above, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this Section 57.

Upon written notice by such Arbitration Committee to the respective parties hereto, the modification of such provisions as determined by said Committee, as above provided, shall automatically become a part of this Agreement. Fees and expenses of the Impartial Chairman shall be borne equally by the Guild and the Producer.

58. CONSTRUCTION AND NOTICES

The provisions of Sections 38, 39, 41 and 42 of the General Provisions of this Agreement shall apply to the employment of background actors under this Schedule. Should the Union enter into an agreement with ABC, CBS or NBC relating to the employment of background actors within the background actor zones described in Section 1(d) of this Schedule on terms other than as provided herein, it shall so advise the AMPTP, in writing, of the terms of such agreement relating to such background actors within ten (10) days after ratification. The AMPTP shall have the right to elect such terms in lieu of those provided herein by giving written notice to the Union within thirty (30) days after receipt of the Union's notice.

NO STRIKE

The provisions of Section 3, **"Strikes,"** of the General Provisions of this Agreement shall apply to the employment of background actors under this Schedule.

TERM OF AGREEMENT

The provisions of Section 36, **"Term and Effective Date,"** of the General Provisions of this Agreement shall apply to the employment of background actors under this Schedule.

PENSION AND HEALTH PLANS

The provisions of Section 34, **"Pension and Health Plans,"** of the General Provisions of this Agreement or Section 22, **"Pension and Health Plans,"** of the Television Agreement shall apply to the employment of background actors under this Schedule, as applicable.

PAY TELEVISION

(a) A "Post '60s picture" is any motion picture initially released for theatrical exhibition, the principal photography of which commenced after January 1, 1960.

The exhibition of any motion picture by television for which a charge is paid by or assessed to or collected from the viewing audience, including subscription, telemeter or any other method whereby a charge is paid by the viewing audience for the right to view such motion picture, is herein referred to as "pay television."

A "free television" picture is a motion picture initially released on television, other than pay television.

(b) As to all motion pictures, it is recognized and acknowledged that the Producer has the unrestricted right to use, exhibit and market the same for any purpose, in any manner and by any method now known or hereafter developed, and that the Producer does not hereby relinquish or surrender any of its property rights therein. The exhibition of a motion picture by pay television is theatrical exhibition, and is merely an extension or substitute for the theatrical box office.

63. STANDARD OPENINGS AND CLOSINGS

In addition to the minimum rates and conditions otherwise provided by this Schedule, up to a maximum of fifteen (15) background actors who are specifically selected for and are employed in any particular standard opening and closing shall receive additional compensation in the amount of the applicable background actor rate then currently in effect under this Schedule.

64. DOCUMENTARY FILMS

The Producer and the Union will, upon thirty (30) days prior written notice by either party to the other party, promptly and fairly negotiate a Supplemental Agreement covering wage scales and working conditions in the area of documentaries.

65. REQUESTS FOR SPECIFICALLY-DESIGNATED BACKGROUND ACTORS

Requests for specifically-designated background actors shall be honored by Producer's designated casting agency. In the event that a background actor claims that a casting agency has failed to honor such a request, the Guild shall first meet with the Producer involved within five (5) days after the occurrence of the event in an effort to resolve the problem. If the matter is not resolved by the Guild and the Producer, it will be submitted to the Industry-Union Cooperative Committee.

66. CALL-IN PROCEDURE

On each motion picture, a single background actor may be designated by the other background actors on the set to place calls on behalf of such other background actors to casting agencies in an endeavor to secure employment for such background actors on the following day. It is understood that the Producer assumes no responsibility for any errors or omissions on the part of such designated background actor.

67. STUDY COMMITTEES

Committees comprising representatives of the Union and the Producers shall be formed to study the following matters:

(a) Union participation in the casting process;

(b) establishment of a call-in period to casting agencies; and

(c) franchising of casting agencies.

68. CASTING AGENCY REPORTS

The Producer agrees to direct its casting agencies to file with the Union reports for each production indicating the individuals hired as covered background actors. The reports shall be filed at the time the payroll is issued for such background actors.

69. EMPLOYMENT OF MINORS

The following provisions of Section 50, **"Employment of Minors,"** of the General Provisions of the Codified Basic Agreement shall be applicable to background actors employed under Schedule X, Part I, who are minors as defined in Section 50.C. of the General Provisions:

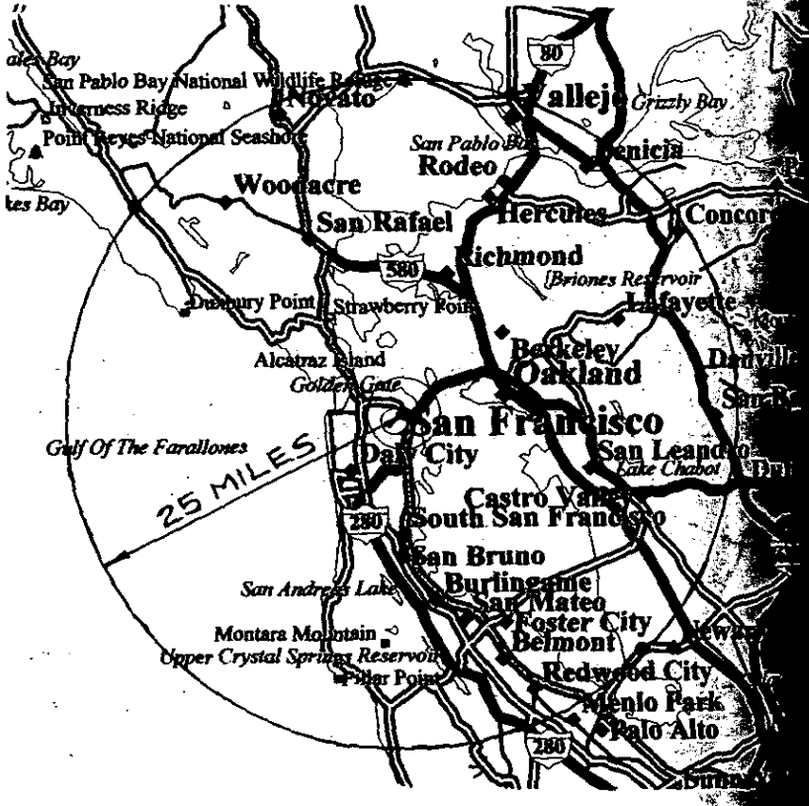
Section 50.F., Working Hours;
Section 50.G., Dressing Rooms;
Section 50.H., Play Areas;
Section 50.I.(2), (3) and (4), Medical Care and Safety; and
Section 50.J., Child Labor Laws.

(INSERT LOS ANGELES BACKGROUND ACTOR ZONE MAP)
(30 & 75 MILE RADII)

EXHIBIT E

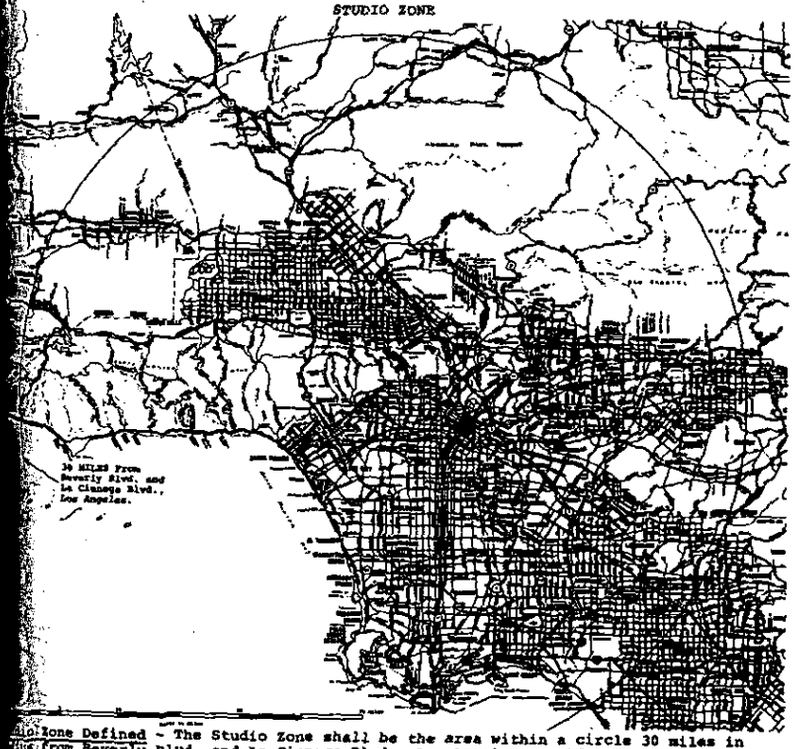
(INSERT SAN FRANCISCO BACKGROUND ACTOR ZONE MAP)

EXHIBIT F



(INSERT LOS ANGELES STUDIO ZONE MAP)

EXHIBIT G



Studio Zone Defined - The Studio Zone shall be the area within a circle 30 miles in radius from Beverly Blvd. and La Cienega Blvd., Los Angeles, Calif. The Metro-Goldwyn-Mayer Inc. Conejo Ranch property shall be considered as within the Studio Zone.
(Circle drawn by AMPTP Research Center)

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436
(818) 995-3600
Direct Dial (818) 382-1710
Fax (818) 382-1793

J. Nicholas Counter III
President

SIDELETTER

As of July 1, 1995

Kendall Orsatti
National Executive Secretary
Screen Actors Guild, Inc.
5757 Wilshire Boulevard
Los Angeles, California 90036

Re: "Wet Mud Work" and Extra Performers Wearing Clothing Not Suited to Climatic Extremes

Dear Ken:

This will confirm our agreement that "wet mud work" constitutes "wet work" under Section 9 of Schedule X, Part I and, further, that the existing contractual language is not intended to exempt extra performers wearing clothing not suited to climatic extremes.

Please signify your concurrence with the foregoing by executing the enclosed extra copy of this letter and returning same to me.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

Kendall Orsatti

SCHEDULE X, PART II

BACKGROUND ACTORS EMPLOYED ON MOTION PICTURES BASED IN NEW YORK AND IN THE NEW YORK BACKGROUND ACTOR ZONES

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SCHEDULE X, PART II

BACKGROUND ACTORS EMPLOYED ON MOTION PICTURES BASED IN NEW YORK AND IN THE NEW YORK BACKGROUND ACTOR ZONES

1. SCOPE OF SCHEDULE

The Union is recognized by the Producers as the exclusive bargaining agent for all background actors described in subparagraph D. below who are employed in the production of motion pictures in the zones defined in subparagraphs A. and B. hereof. This Schedule covers the employment of such background actors in the zones as defined in subparagraphs A. and B. hereof. The term "motion pictures," as used herein and in all prior Agreements between the parties, means and includes, and has always meant and included, motion pictures whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination of the foregoing or any other means, methods or devices now used or which may hereafter be adopted. The term "background actor" means all persons performing extra work as defined in the certification of representatives dated April 2, 1946, in the matter of RKO Radio Pictures, Inc., Case No. 21-R-3206, before the National Labor Relations Board including all classifications listed in Section 3 hereof, within the zone of jurisdiction as defined in subparagraphs A. and B. of this Section 1:

A. Motion Pictures Based in New York

(1) For motion pictures based in New York, the terms and conditions of this Schedule shall apply in an area within a radius of three hundred (300) air miles from the center of Columbus Circle in the City of New York.

(2) The phrase "based in New York" shall mean the production of motion pictures within the area defined by Section 1.A.(1) hereof, by a studio situated in the New York Metropolitan Area which is hereby defined as the area within a radius of fifty (50) air miles from the center of Columbus Circle.

B. Motion Pictures Not Based in New York

(1) For pictures not based in New York, the terms and conditions of this Schedule shall apply in a zone within a radius of seventy-five (75) air miles from the center of Columbus Circle in the City of New York.

(2) A second circular zone, drawn with a radius of three hundred (300) air miles from the center of Columbus Circle which, however, excludes the area of the circle described in B.(1) above, is hereby created. In such zone, it is agreed that for motion pictures not based in New York, only the minimum wage scales and working conditions of this Agreement shall apply. However, Producer shall not be obligated to transport background actors in this zone, and the provisions of Section 44 entitled "Preference of Employment" shall be applicable in this zone for background actors only if such background actors are readily available at the time and place of photography.

(3) The phrase "not based in New York" shall mean the production of a motion picture by a studio situated outside of the New York Metropolitan Area, as hereinabove defined, on location in the jurisdiction as defined by subparagraph B.(1) hereof.

C. Philadelphia, Pennsylvania-Zones similar to those described in A. and B. above shall be agreed upon between the Guild and the Producers for work in the Philadelphia area.

D. The terms and conditions of this Schedule X, Part II shall apply:

(1) To the first twenty-five (25) background actors (excluding swimmers, skaters, dancers and stand-ins[14]) employed each day on each short-form and long-form television motion picture; and

[14] The Union agrees to grandfather those shows which have previously operated under agreements with the Union which exclude stand-ins from the count of general background actors–viz., *Law and Order, New York Undercover* and *Invisible Man.*

(2) To the first eighty-five (85) background actors (excluding swimmers, skaters, dancers and stand-ins) employed each day on each theatrical motion picture.

Notwithstanding the foregoing, outside the seventy-five (75) mile zone described in subparagraph B.(1) above, the number of background actors covered by this Schedule shall in no event exceed the number of available (as determined in accordance with the parties' past practice), qualified registered background actors.

E. Children under fourteen (14) years of age are expressly excluded from the provisions of Section 2 of this Schedule entitled "Union Security."

F. Newsreels and travelogues shall be exempt from the operation of this Schedule.

2. UNION SECURITY

Subject to the limitations contained in Section 1 above, it is agreed that every background actor hereafter employed by any Producer, whether by contract or otherwise, or who performs before the camera for any Producer, shall be a member of the Union in good standing as a condition of employment on or after the thirtieth day after his first employment as a background actor in the motion picture industry, or the thirtieth day following the effective date of this Agreement, whichever is the later; "first employment" meaning the first employment as a background actor under the terms of this Agreement on or after the 11th day of October, 1949. The foregoing requirement of Union membership as a condition of employment shall be subject to the obligations of the parties under existing law.

As defined and applied in this Section, the term "member of the Union in good standing" means a person who offers to pay (and, if the Union accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

The Producer agrees to report to the Union in writing within fifteen (15) days of its first employment of a non-member of the Union, giving the

non-member's name, Social Security number, and his first date of employment by Producer. An inquiry by any Producer to the Union as to the first date on which a background actor has been employed in the industry shall be answered by the Union, and its answer shall bind the Union; and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who fails to report shall be liable to the Union for such failure to report.

The interpretation of "first employment" contained in the first subparagraph of this numbered Section has been approved by an advisory opinion of the General Counsel of the National Labor Relations Board. If such approval of such sentence is changed by a ruling of such General Counsel, then the new ruling of such General Counsel shall prevail until the same is overruled by the Board or a court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change such ruling in a proceeding in which the Guild is a party, then the new ruling or opinion shall prevail until the same is reversed by a court of competent jurisdiction.

As to motion pictures based in New York, such Union Security provisions shall apply only in the background actor zone described in Section 1.A. above; as to motion pictures not based in New York, such Union Security provisions shall apply only in the zone described in Section 1.B.(1) above; and no employment or use of a person as a background actor beyond the applicable "background actor zone" shall be subject to this numbered Section or be considered as employment within the purview of this Schedule.

Employment of individuals pursuant to the provisions of Section 4 hereof, entitled "Waivers," shall not be construed to be "first employment as a background actor in the motion picture industry;" nor shall anything in this Schedule be construed as diminishing the rights of Producer under said Section 4.

The Union agrees that it will not impose unreasonable initiation fees, and if the Producers claim a violation by the Union of the provisions of this sentence, such question shall be determined by arbitration in accordance with the arbitration provisions of this Agreement. Nothing herein shall limit the right of the Union to discipline or suspend or expel a member, or to refuse to readmit him.

It is understood that it would be impossible to fix accurately the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that in the absence of any other mutual agreement regarding damages, the Producer will pay to the Union, as liquidated damages, for breach by the Producer of any of the provisions of this numbered Section, the sum of $436.00 per person. Each continuous employment by a Producer of a person in violation of the provisions hereof shall be deemed a single breach.

If the Union Security provisions of the Labor-Management Act of 1947 are repealed, or so modified that it would be lawful for Producer to grant to the Union greater union security than is contained in Section 2 hereof, or if the provisions of said Act with reference to union security are held unconstitutional in whole or in part by the Supreme Court of the United States, then and in either of said events, either party hereto, by written notice served upon the other, may, within ten (10) days after such repeal or modification becomes effective or the judgment of the United States Supreme Court becomes final, reopen Sections 2 and 44 of this Schedule for further negotiations on the subjects of union security and preference of employment.

3. MINIMUM WAGE SCALES

Minimum Wage Rate Requirements for Registered Background Actors

Producer agrees that no background actor registered with any of the casting agencies referred to in Section 45 hereof shall be hired hereafter to perform any work within the Guild's jurisdiction at less than the current minimum wage rate for background actors set forth below.

The following minimum daily wage scale shall be applicable to each respective classification during the period indicated.

CLASSIFICATION	7/1/01-6/30/02	7/1/02-6/30/03	7/1/03-6/30/04
General Background Actor	$111.00	$115.00	$115.00
Special Ability Background Actor	121.00	125.00	125.00
Stand-in	125.00	130.00	130.00
Skaters and Swimmers	303.00	303.00	303.00

A. General Background Actor

(1) The general background actor rate shall be applicable for the performance of ordinary business including normal action, gestures and facial expressions portraying the functions of the background actor's assignment. Ordinary business does not include work requiring additional compensation as hereinafter provided.

(2) A general background actor required to do photographic doubling shall be paid the special ability background actor rate.

(3) All general background actors shall have at least five (5) minutes of rest during each hour of actual rehearsal or shooting, but if the scene being rehearsed or shot be of a continuing nature, such rest period may be accumulated to be not less than ten (10) minutes during each two hours of such continuing rehearsal or shooting.

B. Special Ability Background Actor

(1) The special ability background actor rate shall be paid to background actors who possess special ability and who are specifically called or assigned to perform work requiring such special ability. Special ability shall include but is not necessarily limited to the following areas of special skill:

Riding horses, driving horses, handling livestock, non-professional singing (excluding atmospheric singing in groups of more than 16), mouthing to playback in groups of sixteen or less, professional or organized athletic sports (water polo, polo, football, basketball, baseball, tennis, golf), sports officiating, riding or handling camels or elephants, amputees, insert work, practical card dealing, stand-in work, skating and actual swimming not covered under this Section 3. above nor Schedule J, skateboarding, driving that requires a special license such as trucks, limousines or motorcycles, playing of a musical instrument, and any choreographed social dancing not covered under Schedule J.

The minimum daily wage scale for a special ability background actor driving horses (or other animals) shall be increased by ten dollars ($10.00) for each two (2) horses (or other animals) in excess of two (2).

(2) Nothing in this Schedule shall prevent any special ability background actor from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Provided also, that the Producer, at its discretion, with or without Union consultation, may give any special ability background actor better conditions and terms than those herein provided. No such granting to any special ability background actor of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered, in any manner, as a precedent for granting to any other special ability background actor or job, better conditions and terms than those herein provided.

(3) Dancing and skating special ability background actors doing lifts, throws, catches and falls shall be graded upward in accordance with the work performed. This subparagraph does not apply to background actors employed at the rate for Skaters and Swimmers.

(4) A special ability background actor assigned to do photographic doubling shall receive, in addition to his basic rate, the difference between the general background actor rate and the special ability background actor rate.

(5) Special ability background actors who are swimming, dancing or skating will have at least ten (10) minutes of rest during each hour of actual rehearsing or shooting unless shooting is of a continuous nature. If so, at the

choreographer's or director's discretion, swimmers, dancers or skaters may continue until a total of ninety (90) minutes has elapsed, after which a fifteen (15) minute break must be called.

(6) Any swimmer shall not be required to go in the water within thirty (30) minutes following a meal.

C. Skaters and Swimmers

Skaters and swimmers will have at least ten (10) minutes of rest during each hour of actual rehearsing or shooting unless shooting is of a continuous nature. If so, at the choreographer's or director's discretion, swimmers or skaters may continue until a total of ninety (90) minutes have elapsed, after which a fifteen (15) minute break must be called.

D. Inserts

Background actors notified in advance may do inserts for a single photoplay or one (1) more episodes in the same series for the same day's pay.

Background actors notified in advance and specifically called to do inserts in two (2) or more photoplays or in episodes in two (2) or more series in the same day, may do up to and including five (5) such inserts for the same day's pay, but shall be paid an additional day's pay for each five (5) additional inserts thereafter (or fraction thereof). For example, if he does a total of seven (7) such inserts in one day, he would be entitled to two (2) days' pay. If he does a total of fifteen (15) such inserts in one day, he would be entitled to three (3) days' pay.

E. Wardrobe Tests

Background actors notified in advance may do wardrobe tests for more than one (1) production or photoplay or in one (1) or more episodes of one or more series for the same day's pay.

4. WAIVERS

A. If a Producer requests a waiver affecting background actors, the Union, if it believes that the Producer is entitled thereto, will issue the waiver, without the imposition of any conditions, which waiver, in the absence of misstatement or concealment of the facts, will be final. If the Union believes that the Producer is not entitled to such final waiver, it shall issue a reviewable waiver (which is equivalent to a refusal of a waiver), or it may issue a conditional waiver wherein it will designate the conditions upon which it is willing to have the Producer proceed. Producer may either accept such conditions or refuse to accept the same. If a conditional waiver be issued and the Producer rejects the conditions thereof, or if the Union issues a reviewable waiver as aforesaid, the Producer may nevertheless proceed as though a final waiver had been issued. If the Producer shall proceed without first obtaining a final waiver or without complying with the conditional waiver, it shall notify the Union in writing to that effect within a reasonable time thereafter, and the Union, within twenty (20) days after receipt of such written notice, shall have the right to invoke the grievance procedure as provided in Section 57 herein, which determination shall be made as to whether a final waiver should have been given or whether the Union was justified in refusing the same or in imposing conditions. If it finds in favor of the Union, it shall determine the remedy to which the Union is entitled and make an award accordingly. The Producer, if it so desires, may refer to the said grievance procedure of Section 56 at any time (including prior to photographing) any question with regard to the Union's refusal to issue a waiver or with reference to any conditions imposed or sought to be imposed by the Union in connection with the issuance of any waiver, and the decision reached in such grievance procedure with respect to such matters shall be final. All waivers shall be requested as long as reasonably possible before desired and shall be acted upon promptly by the Union. If the Union shall fail to do so, the Producer may proceed in a like manner as though the Union had issued a reviewable waiver, so notifying the Union in writing and with the same effect as in the case of a reviewable waiver. The application for a waiver by any Producer shall not be deemed an admission that the Producer cannot proceed without obtaining such waiver, nor shall the issuance by the Union in any instance of a waiver be an admission that the Producer is entitled to such a waiver.

B. Crowd Work

Crowd work may be performed by persons who do not possess the required skill, training and experience of registered background actors, under the conditions and restrictions hereinafter provided. Upon specific request of the Producer or its hiring agency, the Union will grant an automatic waiver to employ or use any number of such non-registered persons to perform crowd work in a particular photoplay, production or episode of a series on a particular day, provided that the Producer employs at least the following required minimum number of registered background actors for work in that photoplay, production or episode of a series on that day:

(1) Features

When a call is for eighty-five (85) or more background actors (excluding swimmers, skaters, dancers and stand-ins), all such background actors (excluding swimmers, skaters, dancers and stand-ins) up to eighty-five (85) in number shall be registered background actors and shall be compensated at the general background actor rate.

(2) Television

For television programs, when a call is for twenty-five (25) or more background actors (excluding swimmers, skaters, dancers and stand-ins), all such background actors (excluding swimmers, skaters, dancers and stand-ins) up to twenty-five (25) shall be registered background actors and shall be compensated at the general background actor rate.

Such automatic waiver will be final, in the absence of misstatement or concealment of the facts by the Producer, and unconditional, except that the Producer receiving such waiver shall only employ or use non-registered persons to perform crowd work in accordance with the following restrictions:

(a) Such non-registered persons performing crowd work shall respond to direction by groups and cannot be required to perform individual business but may be required during production to memorize songs for recording

or mouthing to a playback; such persons may be required to speak omnies and to sing.

(b) Non-registered persons performing crowd work shall not be photographed in close-up shots, and shall not appear in the foreground with or immediately surrounding performers.

(c) The Producer or its hiring agency may designate in its call specifications of age, race, general type, sex or wardrobe.

(d) The non-registered persons so called may not be used on more than one (1) production on the same day, or more than twenty-five (25) days in any calendar year.

(e) Interviews may not be required of non-registered persons.

(f) The Producer may add additional wardrobe on the same day such person is so employed; however, such persons may not be "fitted."

(g) Non-registered persons so employed cannot be required to bring additional wardrobe, but may be required to wear a complete outfit.

(h) Non-registered persons so employed shall not be required to wear hair goods affixed by spirit gum.

(i) Non-registered persons so employed may not be used to perform hazardous work, special ability work or any other work calling for additional compensation.

C. Undirected Scenes, Backgrounds or Persons

(1) Crowds at Public Events

Upon specific request of the Producer, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph long shots of the normal activities of crowds at public events numbering 1,000 or more

persons; such event must be publicized or advertised and not staged for motion picture purposes. Such events shall be open to the general public, with or without payment of admission fee. The crowd so photographed shall appear only as atmospheric background, except in the case of non-military parades with floats. Such scenes wherein performers, background actors, or photographic doubles appear may be used in the photoplays only when the Producer stages one or more tie-in shots, using registered background actors in connection with such scenes. In photography at such public events, the activities constituting the event may appear incidentally to the establishment of the locale and crowds in attendance; provided that if one or more tie-in shots using registered background actors is staged by Producer in connection therewith, such events as well as the crowd in attendance may be photographed and used in long establishing shots. The foregoing limitations shall not apply to non-military parades with floats.

Members of the public shall not be directed by the Producer nor notified by the Producer in any way that they will appear in a motion picture. Neither reflectors nor studio type lights shall be used by Producer in photographing crowds at public events, except that performers and background actors may be highlighted. Sound recording shall not be made in connection with the photography of such public events, except for wild or cue track.

Any person, other than a performer, who receives direction from the Producer, or is required by Producer to wear make-up, costumes or wardrobe, shall be a registered background actor. When performers or photographic doubles are used, all persons immediately surrounding such performers or photographic doubles must be registered background actors.

(2) Undirected Scenes and Undirected Persons

Upon specific request of the Producer or its hiring agency, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph the normal activities of undirected persons as follows:

(a) Such persons may be photographed by a moving or hidden camera, subject only to (c) below.

(b) Such persons may be photographed by a fixed, exposed camera in the following situations, subject to the limitation of (c) below:

(i) Longshots

(ii) Running Shots

(iii) Certain shots of people engaged in their normal pursuits and activities which would be of production value, but which shots would be of such type or scope, or in such locale as to be impractical to stage at the place of photography.

(iv) With respect to directed scenes, such waiver shall not include persons in the foreground and immediate background to the directed scene.

(v) Any other shots made under mutually agreeable conditions between the Producer and the Union.

(c) The above provisions shall be subject to the following:

(i) Street scenes shall not be staged for the purpose of motion pictures.

(ii) Members of the public shall not receive direction from, or be cued by, the Producer other than to pursue their own normal activities nor shall they be notified that a motion picture is being made.

(iii) Performers or background actors employed by the Producer shall not perform any business with members of the public.

(3) Industrial Operations

Upon specific request of the Producer or its hiring agency, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph actual factory production showing workers engaged in practical

operation of technical and complicated machinery, subject to the following limitations:

(a) The factory scene shall not be staged for the purpose of motion pictures.

(b) Performers or background actors employed by Producer shall not perform any business with non-registered persons.

(c) The factory personnel so photographed shall only appear as atmospheric background performing their usual work.

(d) When performers or photographic doubles are used, all persons immediately surrounding such performers or photographic doubles must be registered background actors.

(e) Any person, other than a performer, who receives direction from the Producer, or who is required by Producer to wear makeup, costumes or wardrobe, must be a registered background actor.

D. Technical, Complicated Equipment or Machinery

Upon request, the Union agrees to grant automatic and unconditional waivers for the photography of persons actually operating technical or complicated equipment or machinery, or persons operating any leased equipment or machinery when the lessor requires such rental equipment or machinery to be operated by his designated qualified operator.

The equipment and machinery referred to herein shall include, but not be limited to, publicly-owned fire equipment and water trucks, public transportation buses, large bulldozers, and cranes or valuable antique and racing cars, etc.

E. Armed Forces Personnel

It is contemplated that during the term of this Agreement certain photographing of personnel of the Armed Forces within the applicable background

actor zones would be of production value, but which photographing would be of such type or such scope or in such locale as to be impractical to stage.

The Union agrees to cooperate with the Producers in good faith to the end of liberally granting unconditional waivers to the Producers for the photographing of such activities.

F. Audience Participation Television Shows

Upon specific request of the Producer, the Union will grant an automatic and unconditional waiver whereby the Producer may photograph spectators seated in the audience at a specific performance of an audience participation television show being produced by the Producer for exhibition on free television. Such spectators must be members of the general public who (1) appear only as atmospheric background; (2) do not receive direction from the Producer; (3) are not requested or required by the Producer to wear make-up, costumes or specified wardrobe; and (4) do not perform any business with performers, background actors or panel members.

Photography of spectators pursuant to such waiver shall not be incorporated as a part of or used in any television program or theatrical motion picture other than the particular program consisting of the specific performance of the audience participation show designated in the Producer's request for the waiver.

Such automatic and unconditional waiver will be final, in the absence of misstatement or concealment of the facts by the Producer.

This provision relating to audience participation television shows shall be effective during the term of this Agreement only.

5. WEEKLY RATES

The weekly salary for background actors employed by the week shall be five (5) times the minimum daily rates as specifically set forth in Section 3 hereof.

Background actors employed by the week are guaranteed a minimum employment of five (5) consecutive days, provided that a sixth day in the workweek which is an overnight location day shall be included in such five (5) consecutive days (such five (5) days' employment is herein referred to as the weekly background actor's workweek). A sixth day overnight location day, for this purpose, shall be deemed to mean a sixth day on which the background actor is on salary and (a) is on overnight location, or (b) is traveling to or from such overnight location. Overnight location sixth day, as such, shall be considered as a "straight time" day. After this minimum guarantee has been fulfilled, Producer may continue the employment on a *pro rata* basis; that is, for each day of work beyond the guaranteed week, the background actor shall be entitled to one-fifth (1/5) of the weekly rate.

6. ADDITIONAL COMPENSATION

At the time a background actor performs any services which require additional compensation under the terms of this Schedule:

A. A designated official of the Producer and such background actor shall make a good faith attempt to agree as to the exact amount required to be paid for the performance of such services.

B. The amount of such additional compensation shall be written on the background actor's voucher by a designated official of the Producer in the presence of the background actor and such additional compensation shall be paid in accordance with Section 48 hereof, **"Payment Requirements."**

C. If a dispute exists as to whether or not additional compensation is due the background actor, the designated official of the Producer shall note the claim on the background actor's voucher in the presence of the background actor.

D. Whenever the amount of additional compensation in accordance with this Agreement is agreed upon in writing on the background actor's voucher between a background actor and a designated official of the Producer, such additional compensation shall be final and not subject to review.

E. The Producer shall promptly furnish the Union with a copy of the information relating to disputed claims for additional compensation on all background actor vouchers.

F. If, in fact, the background actor is required to do more hazardous work, or different work from that described in the call, such background actor may present a claim which shall be dealt with in accordance with the grievance procedure set forth in Section 56 of this Schedule. Such background actor may also present a claim that any such call with respect to work of a hazardous nature was too broad in its terms in relation to compensation for the work to be done, or that any such call with respect to services not of a hazardous nature specified the wrong rate of compensation with respect to the services described in such call. If conciliation fails, all such claims shall be arbitrable under said grievance procedure.

7. WORK OF AN UNUSUAL OR HAZARDOUS CHARACTER

The Producer shall notify the background actors at the time of the call of the character of the work when background actors are required to do night work, "wet" work, work in airborne dust or debris created by Producer, work in smoke created by Producer, or work of a rough or dangerous character. When a background actor is not so notified, he shall have the right to refuse such work and receive a half check or compensation for actual time worked, whichever is greater. Failure to notify a background actor of the character of such work involved shall not, however, limit the Producer's right to require that background actor to do other background actor work, in lieu thereof, if such other background actor work exists.

Background actors who are hired on the minimum check and who thereafter accept hazardous work shall be entitled to additional compensation, and the amount of additional compensation shall be agreed to between the background actor and the Producer, or the Producer's representative, prior to the performance of such work. A background actor will not be discriminated against for refusing to accept hazardous work.

The Producer will not deliberately hire anyone but registered background actors, hired in accordance with this Agreement, to perform hazardous background actor work. No stunt performer hired as such may be employed for recognized background actor work on location except for *bona fide* emergencies not within the contemplation of the Producer, and no stunt performer hired as such may be employed for recognized background actor work at the studio on the day he was employed as a stunt performer on the same production.

Upon written request from the Guild, the Producer will submit to the Union a report indicating whether any stunt performers have been employed on a particular picture. Upon the written request of the Union, the Producer will also furnish a copy of the script involved and make the film available to the Guild for viewing.

For violations of this Section 7, the following liquidated damages shall apply:

(1) $215.00 for the first violation.

(2) $350.00 for the second and each succeeding violation.

These liquidated damages shall not apply if there is a *bona fide* dispute as to whether the work is "background actor work" or "stunt work."

The foregoing schedules shall be applicable on a per person per day basis.

When hazardous or stunt work is contemplated, Producer shall provide access to qualified medical personnel.

Any dispute under this Section 7 shall be referred to the Industry-Union Cooperative Committee and its decision of such dispute shall be final and binding.

8. DANCERS' WORKING CONDITIONS

A. Rest Periods Between Work Days

Producer shall provide a minimum ten (10) hour rest period for dancers and, when practicable in scheduling, Producer shall use its best efforts to provide a twelve (12) hour rest period.

B. Standards - Cooperative Committee

Industry standards for dancers include adequate warm-up area, surfaces free and clean of debris and materials, adequate rest periods, and such other precautions as may be necessary to insure the health and safety of the dancers in light of the nature of the work performed. The Cooperative Committee has met and shall continue to meet for the purpose of developing specific standards in accordance with the foregoing industry standards. The Producer shall abide by the standards listed below and any further standards agreed upon by the Cooperative Committee upon notice to Producer. The Cooperative Committee has agreed to the following specific conditions:

(1) Floors for Rehearsal Halls and Stages

Except when conditions are otherwise required for a scene: (a) surfaces should be clean and free of splinters, wax, nails; and (b) floors should be swept and mopped at least daily with a germ killing solution.

(2) Warm-Up Spaces

Adequate space must be provided to permit all dancers to warm up (perform limbering exercises) thirty (30) minutes (non-work time) prior to dancing.

(3) Breaks

Dancers will have at least ten (10) minutes rest during each hour of actual rehearsal or shooting unless shooting is of a continuous nature. If

so, at the choreographer's discretion, dancers may continue until a total of ninety (90) minutes has elapsed after which a fifteen (15) minute break must be called.

(4) Emergency Treatment

A person or facility located in the general geographical area and qualified under the circumstances to provide medical care on an emergency basis shall be identified and such information shall be made available to dancers at all rehearsals and performances.

(5) Safety of Equipment

Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) to avoid injury to the performer.

9. WET, SNOW AND SMOKE WORK; EXTERIOR WORK

A. A background actor required to get wet or to work in snow or smoke shall receive additional compensation of $14.00 per day. He may refuse to get wet or to work in snow or smoke unless such additional adjustment is previously agreed upon. A background actor shall not be entitled to such adjustment if he is wearing swimming or surfing gear required for the scene or is wearing appropriate snow apparel.

A background actor not notified at the time of booking that wet, snow or smoke work is involved may refuse to perform in wet, snow or smoke and will receive a half day's pay, or payment for actual time worked, whichever is greater.

When background actors are required to get wet or to work in snow, Producer will provide a private place to change into dry clothing for meal periods and at dismissal. A bus is not acceptable as a place to change wardrobe unless equipped with appropriate changing areas.

B. The Producer will notify background actors that exterior work is to be done, when known.

10. BODY MAKE-UP, SKULL CAP, HAIR GOODS, HAIRCUTS

A background actor who is directed to and does have body make-up or oil applied to more than fifty percent (50%) of his body and/or is required to and does wear a rubber skull cap, and/or who is required to and does wear hair goods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees) and/or who at the time of his employment is required to and does wear his own natural, full-grown beard as a condition of employment, shall be entitled to additional compensation of $18.00 per day. When a background actor is required to and does furnish his own hairpiece, he shall be paid additional compensation of $18.00 per day.

It is also understood and agreed that any woman background actor required to have body make-up applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any background actor, whether a man or woman, required to have body make-up applied to his/her full arms and legs shall be entitled to such additional compensation therefor.

When a background actor's hair is required to be cut in connection with a call, Producer shall provide advance notice of such haircut at the time of booking. Such haircut may not take place earlier than two (2) working days before the work call. If advance notice is not given at the time of booking, the background actor may refuse the call without prejudice and shall not be entitled to compensation.

11. WARDROBE ALLOWANCE

A. When a background actor reports in the specified wardrobe and, in addition, brings one or more complete changes of wardrobe as requested by the Producer, excluding the types of wardrobe described in subparagraph B., he shall be entitled to an allowance of $9.00 per day for the first such change and $6.25 per day for each additional change, whether utilized or not; provided, however, that such allowance shall not be applicable to wardrobe furnished for and used on an overnight location.

B. A general background actor who is required to and does furnish formal attire, a fur, a national dress costume, a white Palm Beach or tropical suit, a

uniform (other than a police uniform) or period wardrobe, at the request of the Producer, shall be paid an allowance of $18.00 per day for the maintenance of each such type of wardrobe. Any general background actor who is required to and does furnish a police uniform at the request of the Producer shall be paid an allowance of $36.00 per day for the maintenance of such uniform.

C. Producer may not require an background actor to leave personal wardrobe with Producer overnight or longer. However, should background actor agree, then the applicable daily allowance shall be paid as long as said wardrobe is so held. Additional permission must also be obtained in advance as well as additional fees negotiated if the wardrobe is to be used by another person.

D. Costumes or clothing supplied by Producer shall be cleaned after previous use when delivered to the background actor and cleaned thereafter whenever necessary. No background actor shall be required to wear any clothing that has been worn by another performer until such clothing has been cleaned by Producer. The foregoing shall not apply when clothing merely has been tried on by another performer or background actor.

12. WARDROBE REMOVAL

A background actor shall be dismissed as soon as wardrobe or property has been turned in. Whenever a background actor turns in wardrobe or property on time for which he is not otherwise compensated, he shall be paid for such time on the basis of time and one-half (1½) his regular hourly rate for that day after eight (8) hours worked and double time his regular hourly rate for that day after ten (10) hours worked, computed in units of one-tenth (1/10) hours. The words "wardrobe furnished" shall be stamped on the background actor's voucher whenever this is the case.

When a background actor utilizes public transportation, such background actor will not be required to report or be dismissed in dress, period or other extraordinary and unique wardrobe.

When out-of-season wardrobe is required, Producer shall provide a private place for background actors to change clothes.

13. DAMAGE TO OR LOSS OF WARDROBE OR PROPERTY

If any wardrobe or property, personally owned by a background actor, is damaged or lost in the course of his employment, the Producer shall compensate him therefor within two (2) weeks from appropriate verification.

Claims for damage to or loss of such wardrobe or property must be filed before the background actor leaves the set on the day on which the loss/damage occurred. The Producer shall furnish a claim form to the background actor to complete, which shall be countersigned by the Producer and a copy thereof furnished to the background actor prior to his departure for the day.

14. COSTUME FITTINGS

Background actors fitted at a place designated by the Producer shall be paid as follows:

A. If on a day prior to the work call, a quarter check for two (2) hours' time; additional time shall be paid for at the hourly rate in units of thirty (30) minutes.

B. If the fitting call is on the same day as the work call, straight time computed in units of thirty (30) minutes; provided, however, if on the same day four (4) hours or more intervene between the work call and the fitting, payment shall be made as though the fitting occurred on a day prior. If less time than four (4) hours intervenes from the termination of the fitting to time of work call, all intervening time is work time.

C. When Producer requires a background actor to bring wardrobe, personal accessories, pets, automobiles, etc., to a costume fitting, the background actor shall be compensated at one-half (½) the applicable daily allowance for such item(s).

A background actor who has been fitted shall be paid not less than a full day's agreed wages if not given employment in the production for which the background actor was fitted. The rate of fittings shall be based on the

classification in which the background actor is employed on his first day of employment on which he is required to wear the costume for which he is so fitted.

15. INTERVIEWS

A. "Open Call" Interviews

The Producer agrees to conduct open interviews for theatrical films and television productions in New York prior to commencement of principal photography. However, such interviews shall not be required in any of the following circumstances:

(1) If the Producer has conducted such open interviews within three (3) months prior to the commencement of principal photography; or

(2) If, in the case of a theatrical motion picture, fewer than ten (10) background actors will be employed or less than two (2) weeks will be spent shooting in New York; or

(3) If, in the case of a television production, fewer than ten (10) background actors will be employed.

When more than ten (10) background actors are employed, the Producer will be entitled to waivers of this provision in unusual circumstances (*e.g.*, short production periods).

B. Other Interviews

Background actors reporting for interviews shall receive an allowance for the first two (2) hours of the interview in the amount of one-quarter (¼) check. For additional time of the interview, background actors shall be paid in units of two (2) hours at the specified regular hourly rate for the call being filled. If, within any period of interview time, any recording or photography, still or otherwise, is done for use in any production, background actors shall be paid the agreed daily wage; except that still pictures to be used exclusively for

identification of the performer or wardrobe may be taken by Producer without making such payment.

When Producer requires a background actor to bring wardrobe, personal accessories, pets, automobiles, etc., to an interview, the background actor shall be compensated at one-half (½) the applicable daily allowance for such item(s).

Upon completion of the interview, the background actor shall be notified whether or not he has been selected, and he shall be advised as to the daily or weekly rate of compensation to be paid; if the background actor is not used in the production for which he was selected, he shall be paid the agreed wage (one (1) day or one (1) week) unless the background actor is not available when called, in which event he shall not be entitled to any payment.

The Producer agrees to give the Union written notification within 48 hours after the interview as to persons so selected on interview.

A background actor required to report for a second interview for the same job shall be paid not less than two hours' pay at the established daily rate.

Background actors who are required to and do report for an interview in dress clothes shall be paid an additional $9.00 over and above the regular interview allowance during the period of this Agreement.

Whenever a dispute arises because the Union claims an aggravated abuse of the Producers' right to interview has taken place, such claim shall be referred to the Industry-Union Cooperative Committee and its decision of said dispute shall be final and binding.

When such an aggravated abuse of the Producer's right to interview is found to have taken place, any background actor required to report for such improper interview shall be paid an additional two (2) hours' pay at the established daily rate for the call being filled over and above the payments to which he is otherwise entitled.

16. REHEARSALS

Rehearsals shall be considered work time and shall be paid for accordingly.

17. OMNIES

Any background actor who speaks atmospheric words, commonly known in the industry as "omnies," is entitled to the basic wage for the particular call.

18. NUDITY

A. The Producer's representative will notify background actor of any nudity or sex acts expected in the role (if known by management at the time) at the time of the call.

B. During any production involving nudity or sex scenes, the set shall be closed to all persons having no business purpose in connection with the production.

C. No still photography of nudity or sex acts will be authorized by the Producer to be made without the consent of the background actor.

D. The appearance of a background actor in a nude or sex scene shall be conditioned upon the background actor providing prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. If a background actor has agreed to appear in such scenes and then withdraws his consent, Producer shall have the right to double or replace, but consent may not be withdrawn as to film already photographed. Producer shall also have the right to double or replace children of tender years (infants) in nude scenes (not in sex scenes).

E. If not notified of nudity in advance, the background actor retains the right to refuse and is entitled to a full day's pay without prejudice. Producer retains the right to require the background actor to do other background actor work, in lieu thereof, if such other background actor work exists.

19. PETS AND PERSONAL ACCESSORIES

A. Pets

A background actor who reports to the shooting site with pet(s) as directed by Producer shall be paid a minimum allowance of $23.00 per pet per day. The background actor shall have the sole responsibility and obligation to care for the pet except that the Producer agrees to provide water for such pets.

B. When a background actor is directed to and reports with the following items, said background actor shall be paid the applicable allowance indicated below:

Camera	$5.50 per day
Luggage	$5.50 each piece per day (does not include handbag)
Golf clubs and bag	$12.00
Tennis racquet	$5.50 (only if not already being paid as part of a tennis wardrobe allowance)
Skis	$12.00 (includes poles and boots)
Binoculars or opera glasses	$5.50
Large portable radios	$5.50
Skates	$5.50
Skateboard	$5.50

C. If Producer requires the background actor to provide props other than those for which a rate is specified in this Schedule, Producer will bargain with the background actor to establish an appropriate rate of allowance at the time of engagement.

20. VEHICLE ALLOWANCE AND MILEAGE

A. Automobile

A background actor who is directed to and who does furnish his automobile for photographic purposes shall be paid an automobile allowance of $35.00 per day.

In the event that a background actor is required to report with his automobile at a place outside the Studio Zone, his work day shall commence and end at the time he would have normally been required to report and be dismissed at the Producer's studio or any other studio if he were to be transported to and from the place of such reporting. The Producer agrees to pay thirty (30) cents a mile for all miles traveled by the background actor upon the Producer's instruction. In the event that a background actor is required to report with his automobile outside the Studio Zone, the mileage shall be computed from the Producer's studio to the reporting site and return and shall be added to the total mileage traveled by the background actor at the Producer's instruction during the day. Reimbursement shall be included in the background actor's pay check.

B. Trailer

A background actor who is directed to and who does report with his trailer shall be paid a trailer allowance of $19.00 per day.

C. Bicycle

A background actor who is directed to and who does report with a bicycle shall be paid a bicycle allowance of $12.00 per day.

D. Moped

A background actor who is directed to and who does report with a moped shall be paid a moped allowance of $15.00 per day.

E. Motorcycle

A background actor who is directed to and who does report with a motorcycle, other than a police motorcycle, shall be paid a motorcycle allowance of $35.00 per day.

F. Police Motorcycle

A background actor who is directed to report and does report with a police motorcycle shall be paid a police motorcycle allowance of $50.00 per day.

G. On all locations, Producer shall provide supervised or secured lawful parking for a vehicle so furnished.

H. When a background actor is required to drive an automobile, motorcycle or moped other than his own, such background actor shall be covered under Producer's general liability insurance policy and the Producer shall thereby indemnify such background actor from all liability for damage or injury which may result.

I. An automobile, motorcycle, or moped is to be driven only by the background actor supplying same and cannot be used for stunt work unless this is agreed to by the background actor at the time of booking. If prior consent is not obtained, the background actor retains the right to refuse such use without prejudice and is entitled to a full day's pay plus applicable allowances and adjustments. Producer retains the right to require background actor to do other background actor work, in lieu thereof, if such other background actor work exists. The provisions of this subparagraph apply under circumstances in which background actor supplies the vehicle in the course and scope of employment under this Schedule.

J. Producer may not require a background actor to leave said vehicle with the Producer overnight or longer; however, should a background actor agree, then the applicable daily allowance shall be paid as long as the above vehicle is so held, as well as all mileage incurred during this period, providing of course, that the background actor has given permission for someone else to drive the vehicle. The provisions of this subparagraph apply under circumstances in which a

background actor supplies the vehicle in the course and scope of employment under this Schedule.

21. NIGHT PREMIUMS

For all work performed between the hours of 8:00 p.m. and 1:00 a.m., the background actor shall receive ten percent (10%) additional over and above any payment he is otherwise entitled to for such hours.

For all work performed between the hours of 1:00 a.m. and 6:00 a.m., the background actor shall receive twenty percent (20%) additional over and above any payment he is otherwise entitled to for such hours.

22. GUARANTEE OF EMPLOYMENT FOR DAILY EMPLOYEES

Daily employees - One (1) day's pay (eight (8) hours).

The foregoing guarantee is subject to rights of cancellation, as provided in Sections 30 and 31.

23. WORKWEEK AND PAYROLL WEEK

A. The studio workweek shall consist of any five (5) consecutive days out of seven (7) consecutive days as designated by the Producer on each production unit. The sixth and seventh days in such workweek shall be the regular days off. However, the five (5) consecutive day requirement shall be deemed satisfied when, on commencing employment, the background actor is assigned to a schedule that calls for him to work, for example, on Monday and Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday.

The overnight location workweek shall consist of any six (6) consecutive days out of seven (7) consecutive days as designated by the Producer on each production unit. The seventh day in such workweek shall be the regular

day off. However, the six (6) consecutive day requirement shall be deemed satisfied when, on commencing employment, the background actor is assigned to a schedule that calls for him to work, for example, on Monday and Tuesday, with Wednesday as the regular day off, and is followed by work on Thursday through the following Tuesday.

Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for background actors without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off.

If the Producer otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Producer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

The background actor shall be advised of any shift in the workweek prior to commencement of that workweek.

B. The payroll week of the Producer shall consist of seven (7) consecutive calendar days, starting at midnight on Saturday.

C. The workweek for background actors employed by the week shall commence with the employee's first day of employment.

24. OVERTIME

Background actors employed in excess of eight (8) hours in any one day, from the time the background actor is required to and does report until dismissed, shall be paid daily overtime compensation as follows:

A. One and one-half (1½) times the background actor's rate of pay for the ninth and tenth work hours of employment and not less than double the

background actor's rate of pay for all hours worked thereafter, computed in units of one-tenth (1/10) hours.

B. Weekly Overtime - The total sum paid to a background actor who works more than forty (40) hours in such workweek for a particular Producer shall be the background actor's regular hourly rate of pay times forty (40), plus one and one-half (1½) times such regular hourly rate of pay for all hours worked in excess of forty (40) during such workweek. The regular hourly rate shall be determined by dividing the amount of the weekly salary by the number of regular hours in a workweek.

C. A background actor employed by the week shall receive payment of daily overtime for all hours, or fractions thereof, worked beyond eight (8) hours in any one day on which such daily overtime occurs as provided above, provided that overtime payments shall not be compounded and all payments made by the employer for daily overtime on the basis hereinabove specified shall be applied toward any sum due for weekly overtime.

D. In computing time of employment, meal periods are not included.

E. All overtime for background actors shall be upon the maximum pay the background actor is receiving on that particular day.

F. Overtime premium payments under Sections 24 and 26 shall not be compounded or pyramided and shall be paid at the highest applicable premium rate only.

25. SIXTEEN (16) HOUR RULE

Background actors shall not be employed in excess of a total of sixteen (16) hours, including meal periods, travel time, and actual time required to turn in wardrobe or property in any one day of twenty-four (24) hours.

The penalty for violation of the foregoing sixteen (16) hour rule shall be one (1) day's pay (at the background actor's daily rate including any additional compensation) for each hour, or fraction thereof, of such violation. Such penalty

shall be paid at straight time, unless the violation occurs during a sixth or seventh day of the workweek or holiday for which premium time is provided under Section 26 hereof, "Six (6) or Seven (7) Days in the Workweek and Holidays."

This provision shall not apply in any case or to any extent in which such violation occurred as a result of circumstances or conditions, other than production considerations or conditions, beyond the control of the Producer with respect to or affecting the return of such background actors from location, but when the penalty is excused, the background actor shall receive all applicable overtime. The Guild will not claim any breach of contract resulting from the violation of the sixteen (16) hour rule unless the penalty above prescribed is incurred and is not paid.

26. SIX (6) OR SEVEN (7) DAYS IN THE WORKWEEK AND HOLIDAYS

A. Studio Workweek

(1) A background actor shall be paid time and one-half for the sixth day worked, if such background actor works six (6) days for a particular Producer within a studio workweek.

(2) A background actor shall be paid double time for the seventh day worked, if such background actor works seven (7) days for a particular Producer within a studio workweek.

B. Overnight Location Workweek

(1) Work on the sixth day of the workweek on an overnight location shall be paid for at straight time.

(2) Background actors on overnight location shall be paid an allowance of one day's pay at straight time for the sixth day of the workweek not worked.

(3) A background actor shall be paid double time for the seventh day worked, if such background actor works seven (7) days for a particular Producer within an overnight location workweek.

C. Holidays

(1) New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be recognized holidays. If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on a Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday.

(2) Provisions for Holidays Not Worked:

Studio employment: Allowance of one (1) day's pay at straight time if the background actor is employed by Producer the day before and the day after any of the above-named nine (9) holidays.

Overnight Location employment: Allowance of one (1) day's pay at straight time.

(3) Provisions for Holidays Worked:

Double daily wage.

D. Overtime premium payments under Sections 24 and 26 shall not be compounded or pyramided and shall be paid at the highest applicable premium rate only.

27. WORKING IN HIGHER CLASSIFICATION

If any part of the work day is worked at a higher rate than the rate under which the background actor is called for work, the higher rate shall prevail for that entire work day. If the background actor is called back for the next day and the

Producer intends that he shall revert to the rate at which he was originally hired, the background actor must be notified of such intention at the time of the call-back.

28. CALL-BACKS

A "call-back," as the phrase is used herein, means instruction by the Producer to the background actor given prior to the dismissal of such background actor to return to work on the same photoplay, production or episode of a series.

Producer agrees that "call-backs" for background actors shall be made as early as possible on the day prior to that specified in such "call-back." When given a definite "call-back," a background actor may not be canceled with respect thereto after 4:30 p.m. of that day, except in accordance with the provisions of Sections 29 and 30 of this Schedule.

Unless the background actor has been given a definite "call-back" to return the following day by 5:00 p.m. of a particular day on which shooting commences prior to 2:00 p.m., he shall be free to seek and accept other employment commitments.

Notwithstanding the foregoing, if the background actor is established so that he cannot be replaced and the Producer requires his services on the following work day, by giving him a definite "call-back," the background actor shall report pursuant to such "call-back." A background actor who is given a "call-back" after accepting another employment commitment and who must report pursuant to such "call-back" because he has been established and cannot be replaced, will receive the assistance of the Producer giving the "call-back" or its designated casting agency in arranging for him to be relieved of such other employment commitment.

29. CANCELLATION OF CALLS

A. The Producer shall have the right to cancel any call for any of the following reasons beyond its control:

(1) illness in principal cast;

(2) fire, flood or other similar catastrophe;

(3) governmental regulations or order issued due to a national emergency.

In the event of any such cancellation, the background actor so canceled shall receive a one-half (½) check, except as provided in subparagraphs D. and E. below.

B. The Producer shall be entitled to hold and use such background actors for four (4) hours only to the extent herein provided. For each additional two (2) hours or fraction thereof, the background actor shall receive a one-quarter (¼) check. Background actors held pursuant to this Section 30.B. for more than eight (8) hours, excluding the meal break, shall be entitled to regular overtime rates.

C. During the time in which the background actor is so held, the Producer has the privilege of putting background actors into costume, rehearsing or making other use of their services. If, however, any recording or photography is done, whether still pictures or otherwise, background actors shall be paid the agreed daily wage.

D. If any background actor be notified of such cancellation before 6:00 p.m. of the work day previous to the work date specified in such call, or be otherwise employed on the same work date by the same production company, at a rate equal to or higher than the rate applicable to such background actor as specified in such canceled call, he shall not be entitled to such one-half (½) check.

E. If the background actor's second work assignment shall be for a time to commence less than four (4) hours after the time of his canceled call, the background actor shall receive, in lieu of the one-half (½) check, an allowance for the cancellation of the call on a straight time hourly basis, computed in thirty (30) minute units from the time of the first call to the time of his second call. Overtime, if any, on the second work assignment shall be computed without reference to the first call. If the second work assignment shall be for a time to commence more than four (4) hours after the time of his canceled call, the

background actor shall receive the one-half (½) check. Overtime, if any, shall be computed without reference to his first call.

F. If a background actor has not been notified as contemplated by subparagraph D. above, then notice must be posted at the hour designated for the call stating set will not work.

G. Nothing herein contained shall enlarge the Producer's right to cancel calls.

30. WEATHER-PERMITTING CALLS

A. When the scheduled photography is canceled by Producer because of weather conditions, background actors reporting pursuant to a "weather-permitting" call shall be paid one-half (½) day's pay, which shall entitle the Producer to hold the background actor for not exceeding four (4) hours; the background actor shall receive another one-half (½) check if held for an additional four (4) hours or fraction thereof; after eight (8) hours (excluding one meal break), overtime commences in one-tenth (1/10) hour units.

B. During this time, the Producer may costume, rehearse or otherwise use the background actor on the specified photoplay, except for recording or photographing, still or otherwise, of such background actor.

C. If the background actor is used for such recording or photographing, he shall receive a day's pay.

D. The background actor may cancel a weather-permitting call previously accepted, by notifying the agency which issued the call prior to 7:30 p.m. or the closing time of such agency, whichever is the earlier, unless he has been established in the picture.

E. "Weather-permitting" calls shall not be issued for stages in studios, nor shall a "weather-permitting" call-back be issued to any background actor after he has been established.

F. When a weather-permitting call is given, the Producer must specify that the background actor is to work: (1) if it is raining, (2) if it is cloudy, or (3) if the sun is shining; provided that if any other special type of weather is a condition precedent to the background actor working, the same may be specified, but must be described sufficiently so as to be capable of understanding by the background actor.

G. Producer agrees not to request background actors to call in the early morning hours of the following day for a possible weather-permitting call.

31. MEAL PERIODS

A. Meal periods shall be not less than one-half (½) hour nor more than one (1) hour. When meals are not catered and restaurants are not located within five (5) minutes walking distance, the minimum meal period shall be forty-five (45) minutes. Not more than one (1) meal period shall be deducted from work time during the first eight (8) hours. When the meal period of any member of the crew is shorter than that for background actors, such crew members shall be entitled to eat before the background actors.

B. The background actor's first meal period shall commence within six (6) hours following the time of his call for the day; succeeding meal periods for the same background actor shall commence within six (6) hours after the end of the preceding meal period. There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty, provided that the six (6) hour period between meals has not been extended as permitted by the following sentence. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photographing a "take," it shall not be a violation of the meal period to complete such take.

C. Notwithstanding the foregoing, the Producer may furnish to a background actor a non-deductible meal appropriate to the time of day of fifteen (15) minutes in duration within two (2) hours of the background actor's call time, during which the background actor will be freed of all activity, provided that such non-deductible meal is given for the purpose of synchronizing the background actors' meal time with the crew meal time. If the background actor 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.

D. Whenever Producer supplies meals or other food or beverages to the cast or crew, the same shall be furnished to all background actors. Regarding beverages, this provision is applicable only in those situations in which the Producer supplies beverages to the cast and crew and is not applicable when isolated groups may supply their own beverages (*e.g.*, prop truck with a cooler for beverages). When meals are served to background actors, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by the Producer until the background actors are given the opportunity to get in line for the actual feeding of background actors. "Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to background actors by the Producer shall not constitute a meal period. Meals supplied by the Producer shall not be deducted from the background actors' wages.

E. Violation of Meal Period Provisions: The meal period penalty to be paid to all background actors on a particular production who are entitled to such penalty for any violations of the foregoing meal period provisions shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof	$ 7.50
Second one-half (½) hour meal delay or fraction thereof	$10.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	$12.50

32. WORK TIME

Studio rates and working conditions shall prevail for all background actor work performed within the "Studio Zone" as defined in Section 33. Background actors may be required to report for work and be dismissed at the zone location within the "Studio Zone," in which event work time shall begin and end at such

Studio Zone location. If background actors are first required to report to the studio, work time shall begin and end at the studio, such work time to include travel time both ways between the studio and the "Studio Zone" location.

33. NEW YORK STUDIO ZONE

The New York Studio Zone shall mean the territory within a radius of eight (8) miles from Columbus Circle. A background actor may be asked to report only to a studio or location anywhere within this zone; however, a background actor may be required to report to and be dismissed at a pick-up spot in Manhattan between South Ferry and 125th Street. Upon the Union's request, Producer will consult with the Union to make certain that background actors are not required to report to or be dismissed at pick-up sites that might endanger their safety. When the Producer designates a pick-up site at or close to the boundary of the pick-up zone described in this Section, and the Union objects to such site because of safety considerations, the amount of paid travel time shall be calculated as if the Producer's original pick-up site had been used.

It is agreed in such cases, when the studio lies outside of the eight (8) mile radius provided above, that the Producer will pay for the transportation both ways and it is further agreed that if such travel time, including the time elapsed between dismissal from work and the commencement of travel back, exceeds one hour, such time in excess of one (1) hour each way shall be paid for as work time.

34. NEARBY LOCATION DEFINED

Nearby locations are those locations outside of the "Studio Zone" on which background actors are not lodged overnight but return to the studio at the end of the work day.

35. TRANSPORTATION

A. When a background actor is required to report at any Studio Zone location pursuant to Section 32 hereof, **"Work Time,"** such background actor

shall furnish his own transportation, unless such location cannot be reached by ordinary means of transportation, or unless the Zone location is not in the Boroughs of Manhattan, Brooklyn, Bronx, or that part of Queens which is exclusive of the area known as "The Rockaways."

B. If the services of the background actor are required at any place other than the place of reporting, the Producer shall be required to furnish the necessary transportation, except when an automobile is furnished pursuant to the provisions of Section 20, **"Vehicle Allowance and Mileage,"** hereof. Background actors shall be dismissed at the place of reporting.

36. TRANSPORTATION AFTER NIGHT WORK

Any background actor required to work at night and not dismissed by 9:30 p.m. will be provided transportation by the Producer to Grand Central Station, Penn Station or Port Authority, unless the place of dismissal is within a zone bordered by 34th Street on the south, 57th Street on the north and 3rd Avenue and 8th Avenue on the east and west, respectively.

When background actors are required to work at night and are not dismissed in time to permit their return to their homes by public service transportation, transportation must be provided by the Producer.

37. NEARBY LOCATIONS - WORK TIME; TRAVEL TIME

Studio rates and working conditions shall prevail on nearby locations. Work time shall begin at the designated time when ordered to report at the studio or at the pick-up spot. Travel time to and from location, and while on a nearby location, shall be work time computed in units of one-tenth (1/10) hour and shall be considered as such for all purposes, including computing daily overtime, subject to the terms of this Schedule. No additional compensation shall be paid for travel time which occurs during the period for which the background actor is otherwise compensated.

38. OVERNIGHT LOCATIONS DEFINED

Overnight locations are those locations on which the background actor is required to remain away and be lodged overnight.

39. OVERNIGHT LOCATIONS

Studio minimum wage scales and working conditions shall apply on overnight locations, except as follows:

A. The overnight location workweek consists of any six (6) days out of seven (7) consecutive days as designated by the Producer on each production unit. The seventh day in each workweek shall be the regular day off. Work on the sixth day of the workweek on overnight location shall be paid at straight time.

B. For those background actors required to remain away and be lodged overnight, an allowance of one (1) day's pay at straight time shall be paid for each day (including the seventh day in the workweek and holidays) not worked on such overnight location.

40. TRAVELING EXPENSES AND ACCOMMODATIONS

The background actor's necessary traveling expenses, meals, and lodging shall be made available at the Producer's expense. The Producer shall furnish first class transportation to and from overnight locations, with first class sleeping accommodations. If first class transportation and accommodations are not available for reasons beyond the Producer's control, the Producer shall furnish the next best available class, and promptly notify the Union and the background actor what arrangements have been made.

Accident insurance for death or dismemberment during air travel or the necessary funds to purchase available vending machine insurance, in an amount at least equal to the highest amount provided for by any other collective bargaining agreement entered into by the Producer with any other Guild or Union, shall be furnished at the expense of the Producer to each background actor required to

travel by air in the course of his/her employment, but in no event shall such amount be less than $100,000.00.

Producer acknowledges the right of a background actor to refuse to fly on a charter flight or in a helicopter except, however, prior to employment, Producer may obtain the consent of the background actor to fly on a charter flight or in a helicopter. A background actor who refuses to fly on a charter flight or in a helicopter may be required to use alternate transportation when available, and when such refusal occurs too near the time of departure to permit replacement of such background actor through regular casting procedures and sources, Producer shall have the right to replace such background actor from any source.

41. OVERNIGHT LOCATION TRAVEL TIME DEFINED

Travel time is the time consumed in transporting background actors to and from the studio or place of reporting and the overnight location, and from the shooting site on the distant location to the housing base.

Travel time begins when the background actor is directed to and does so report for travel, and ends when the background actor arrives at destination.

Travel time shall in no event exceed eight (8) hours in any period of twenty-four (24) hours, computed from midnight to midnight.

42. OVERNIGHT LOCATION TRAVEL TIME; WORK, TRAVEL AND PAY CONDITIONS

(For the purpose of this Section 42, a "day" shall be deemed midnight to midnight.)

A. Travel Only - No Work

(1) To Overnight Location

Background actors shall be paid one day's pay (8 hours) for each day or portion thereof spent in traveling to such location when no work is performed on such day or days of travel, unless such background actor is otherwise compensated for any such day or days in accordance with Section 39.B. hereof.

(2) From Overnight Location

Background actors shall be paid one day's pay (8 hours) for each day or portion thereof spent in traveling from an overnight location when no work is performed on such day or days, unless otherwise compensated for as provided in Section 39.B. hereof.

B. Travel and Work

(1) To Overnight Location

Time spent in traveling to an overnight location on any day on which the background actor performs work after arriving on the overnight location shall be included in the background actor's work day for all purposes, including computing daily overtime, subject to the terms of this Agreement, except that if the background actor arrives at the location past midnight and his call for work on the overnight location is for a time later in the day of his arrival, then, for the travel time past midnight, the background actor shall be paid, separate and apart, at straight time, and not as work time, for the actual time spent in traveling past midnight computed in units of fifteen minutes. Travel time from the shooting site on the overnight location to the housing base shall be paid in accordance with subparagraph E. hereof.

(2) From Overnight Location

Time spent in traveling from an overnight location on any day on which the background actor performs work after arriving shall be included in

the background actor's work day for all purposes, including computing daily overtime, subject to the terms of this Schedule, except that if the background actor arrives at the Producer's studio or place of dismissal past midnight and his call for work is for a time later in the day of his arrival, then, for the time spent in traveling past midnight, the background actor shall be paid, separate and apart, at straight time, and not as work time for the actual time spent in traveling past midnight, computed in units of fifteen (15) minutes. Travel time from the nearby location to the studio, if any, shall be paid in accordance with the applicable provisions of Section 37 hereof.

C. Work and Travel

(1) To Overnight Location

Time spent in traveling to an overnight location on any day on which the background actor performs work prior to leaving for the overnight location and for which the background actor is not otherwise compensated shall be considered work time for all purposes, including computing daily overtime, subject to the terms of this Schedule.

(2) From Overnight Location

Time spent in traveling from an overnight location on any day on which the background actor is not otherwise compensated shall be considered work time for all purposes, including computing daily overtime, subject to the terms of this Schedule, and, provided further, that if such background actor travels past midnight and is not given a call for work on the day of arrival (or on the next work day following the day of arrival if the day of arrival is a designated day off in the workweek or holiday), he shall receive a full day's pay (eight hours) at the rate in effect pursuant to subparagraph F. hereof for the day of arrival and shall not be entitled to any compensation for travel time occurring after midnight.

D. Work, Travel and Work

Time spent in traveling to or from an overnight location on any day on which the background actor performs work before and after such travel shall be

included in the background actor's work day for all purposes, subject to the provisions of subparagraph E. hereof and Section 37 of this Schedule.

E. Travel Time While on Overnight Location

All travel time while on overnight location, including travel time from the shooting site on distant location to the housing base for which the background actor is not otherwise compensated, shall be considered work time for all purposes, including computing daily overtime, subject to the terms of this Schedule.

F. Travel Time on the Sixth and Seventh Days in the Workweek and Holidays

(1) Time spent in traveling on the sixth day worked for a particular Producer in the workweek shall be paid for at straight time, except to the extent that such travel time constitutes daily overtime under the provisions of subparagraphs B., C., or D. hereof, in which case such travel time shall be paid for on such basis of overtime compensation.

(2) Time spent in traveling to or from an overnight location on the seventh day worked for a particular Producer in the workweek or on any of the holidays recognized in this Schedule shall be paid for at one and one-half (1½) times the background actor's regular rate of pay, except to the extent such travel time constitutes daily overtime after ten (10) hours under the provisions of subparagraph B., C., or D. hereof, in which case such travel time shall be paid for on the basis of double time computed in units of one-tenth (1/10) hours.

G. Sleeper Accommodations

When an overnight trip to or from a location is required and the same takes at least seven (7) hours to reach and the background actor is given a berth on a boat or a train, then the time spent by the background actor on such boat or train shall not be work time or travel time for any purpose. Nothing herein shall affect the right of the background actor to receive eight (8) hours' pay for each day spent in traveling under subparagraph A. hereof or the background actor's right to be paid for time intervening between work and departure.

)TICE OF LOCATIONS

e Producer or its hiring agency will notify the Union of all locations to
: background actors have been assigned, and such notice shall be in
/ith respect to overnight locations when background actors are assigned,
venty-four (24) hours before shooting commences.

e Producer or its hiring agency shall, at the time a call is given to a
nd actor, notify such background actor if such call is for work on location
also specify, insofar as it is then known, the whereabouts of such
as well as whether filming will be indoors or outdoors and if out-of-
ardrobe is involved.

ıen background actors are on overnight location and are to leave such
t location at a time that would not normally permit them to arrive at the
's studio or other place of dismissal prior to 6:30 p.m. of the day of such
ıd, further, the background actors concerned do not have a call for work
xt work day following the day of such arrival, then the Producer shall
ıngements so that the hiring agency of the Producer will be notified, as
ıossible but in no event later than 6:30 p.m. of the day of such arrival, that
ckground actors will be available for work on the next work day following
f arrival. The Producer will also request its hiring agency to so notify any
ignated agencies engaged in the hiring of background actors.

:EFERENCE OF EMPLOYMENT

recognition of the services rendered to Producers by qualified
nd actors who have held themselves available for employment in the
it is agreed that the Producer shall give preference of employment in
lls for background actor work to background actors carried on the rolls of
ting agencies designated by agreement of the Industry-Union Cooperative
:e. Such background actors are hereinafter referred to as "registered
nd actors." (Also see Section 56 of the General Provisions covering
bles.)

Only in the event such registered background actors are unqualified, or are insufficient in number, or are not readily available according to the present general hiring practices of the designated agencies to meet the employment needs of the Producer may the Producer secure employees from any other source. Producer or the hiring agency will notify the Union prior to so securing employees to perform background actor work from other sources. If the Union claims that there are registered background actors, qualified, sufficient in number, and readily available in accordance with the present general hiring practice of the designated agencies, to meet the employment needs of the Producer, the Producer may nevertheless hire persons from other sources, but the Union may submit the dispute to arbitration in accordance with the arbitration procedure provided in Section 56 hereof.

It is further agreed that additional persons who have ability, talent or usability for background actor work hereafter may be registered by the agencies designated only in those instances when there is not readily available under the present general hiring practices of the designated agencies an adequate supply of qualified background actors. Such persons who are registered during the term of this Agreement shall become entitled to the same preference of employment as background actors then registered.

In the event that the Guild contends that a person so registered does not possess the requisite ability, talent or usability, or that there is an adequate supply of registered background actors, the Union will so notify the Producer or its hiring agency within forty-eight (48) hours from the time when it is so notified of such registration. In the absence of such protest, the registration will be deemed complete. When the Union protests within the time aforesaid, the matter will be settled by reference to a "special committee" composed of five (5) Producer representatives on the Industry-Union Cooperative Committee. The decision of the majority of such "special committee" as to the propriety of the registration of such person as a qualified background actor shall be final and binding on the parties.

Nothing herein contained shall be so construed as to in any manner limit the Producer's present exclusive right to cast background actors and reduce the number of registered background actors.

It is agreed that Producer will give preference in giving call-backs and making adjustments to registered background actors, except as to background actors who have been "established" in the scene concerned.

It is understood that it would be impossible to fix accurately the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section 44. It is therefore agreed that, in the absence of any other mutual agreement regarding liquidated damages for such breach, the claim shall be referred to the Industry-Union Cooperative Committee and its decision of such dispute shall be final and binding. If the Cooperative Committee is unable to mediate or adjust any complaint alleging a breach of this Section 44, the matter may be referred to binding arbitration.

45. HIRING OF BACKGROUND ACTORS

A. No background actor shall be employed on account of personal favoritism.

B. Rotation of work shall be established to such reasonable degree as may be possible and practicable.

C. No person having authority from the Producer to hire, employ or direct the services of background actors shall demand or accept any fee, gift, significant services (more than normal courtesy) from a background actor currently rendering services, or accept other remuneration in consideration of hiring or employing any person to perform work or services as an background actor or permitting such person to continue in said employment.

D. Only the Producer or its hiring agency shall perform any services in connection with the hiring or employment of background actors, whether for remuneration or otherwise.

E. Persons employed as members of the casting or producing staff of the Producer will neither be engaged nor utilized as background actors in any pictures on which they also render services.

F. Any complaints of alleged breach of any of the provisions of this Section 45 shall, at the option of either party, be presented to the Industry-Union Cooperative Committee provided by Section 50 for the purpose of mediating or adjusting such complaints, or the grievance and arbitration procedure.

46. POLICY OF NON-DISCRIMINATION AND DIVERSITY

A. (1) The parties hereto reaffirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of background actors on the basis of sex, race, color, creed, national origin, age, marital status, disability or sexual orientation, in accordance with applicable state and federal law; and (2) to continue the active promotion of diversity, as set forth herein, of background actors covered by this Schedule.

B. Producer shall cast background actors in accordance with the policy set forth in subparagraph A. above in all types of roles, having due regard for the requirement of and suitability for the role so that, for example, the American scene may be portrayed realistically.

C. Consistent with the foregoing, every effort shall be made to include minorities, women, performers with disabilities (defined as those covered under the employment provisions of the Americans with Disabilities Act) and performers aged 40 and over who are protected under the Age Discrimination in Employment Act in the casting of each motion picture, thereby creating fair and equal employment opportunities and eliminating stereotyping in casting.

D. When applicable, and with due regard to the safety of the individuals, cast and crew, women and minorities shall be considered for hazardous work and unscripted stunts on a non-discriminatory basis.

E. In accordance with the foregoing policy, the Guild reaffirms its policy of non-discrimination with respect to admission to membership and rights of membership.

F. Producers will not interfere with the Union's access to pension and health reports for the limited purpose of verifying compliance with this policy of non-discrimination.

G. The practice known as "painting down" is presumptively improper.

H. Industry-Union Cooperative Committee on Mediation

An Industry-Union Cooperative Committee shall be established for the purpose of providing a forum for the discussion and resolution of disputes relating to the provisions of this Section 46.

Either Producer or Union may submit a request, which shall be in writing, that a dispute under Section 46 be brought before the Industry-Union Cooperative Committee. The Cooperative Committee shall convene within sixty (60) days after receipt by the non-moving party of such written notice, except that the parties may, by mutual agreement, extend such sixty (60) day period. If the meeting is not held due to the failure of the non-moving party to attend such meeting, the moving party may refer the matter to a non-binding mediation with an independent mediator.

Producer and Union agree to seek funding for the mediation program from the IACF.

I. The matters covered in this Section are not subject to the provisions of Section 56 herein.

47. SANITARY PROVISIONS

A. Water Supply

Every set or location shall be supplied with pure drinking water. Common drinking cups are prohibited.

B. Seats and Cots

Every Producer shall provide an adequate number of suitable seats on sets or locations for all background actors. On every set or location, a stretcher or a cot of a type suitable for use as a stretcher shall be provided.

C. Dressing Rooms

When a background actor is directed by the Producer to change clothes, either at the studio or on location, the background actor may refuse to change his clothes unless a place of reasonable comfort and privacy is provided. A bus is not acceptable as a place to change wardrobe unless equipped with appropriate changing areas. The parties reserve their respective positions as to the propriety of using a bathroom as a place to change wardrobe. Unless dressing rooms are provided adjacent to set or location on which background actors are required to work, Producer shall be responsible for damage to background actors' personal wardrobe or property. Separate dressing rooms shall be provided at studios or locations for each sex. Dressing rooms shall be adequately lighted. Any complaints of alleged breach of these provisions shall, at the option of either party, be presented to the Industry-Union Cooperative Committee provided by Section 50 for the purpose of mediating or adjusting such complaints, or the grievance arbitration procedure set forth in Section 56 of this Schedule.

D. Locker Rooms

Adequate provisions shall be made for the proper safekeeping of the clothing of background actors during working hours. An adequate number of clothes racks shall be provided on sets or locations when background actors are employed. If a locker is not provided on sets or on locations during time of employment of background actors, a responsible party shall be put in charge of any clothing or property belonging to background actors.

E. Toilet and Washing Facilities on Locations

Adequate toilet facilities shall be provided for all background actors, and toilets shall be kept in a clean and sanitary condition. The seats of these toilets shall be screened between each one and in front. Toilet paper must be

provided. Sanitary napkins shall be obtainable. Washing facilities must be provided and either paper or individual towels supplied. Common towels will not be permitted. Soap must be provided. Appropriate time and facilities for clean-up shall be afforded all background actors before departing each location.

F. Reasonable protection shall be afforded background actors on all sets and locations against severe climatic conditions such as heat, cold, rain and snow. Reasonable protection shall also be afforded background actors who are required to wear out-of-season wardrobe.

G. Violation of any of the provisions of this Section 47 shall entitle all background actors employed on the set or location involved to receive such amount of additional compensation as may be assessed by decision of the Industry-Union Cooperative Committee.

H. When the Producer designates a bus, automobile, or other means of transportation as the rest or meal area at the location in lieu of providing seats and chairs, such facility shall be reasonably available and accessible for that purpose.

48. PAYMENT REQUIREMENTS

If a background actor's pay check is not postmarked within seventy-two (72) hours from the end of a work day at the studio or nearby location or one hundred twenty (120) hours from the end of a work day at an overnight location, the background actor shall receive three dollars ($3.00) per day for every twenty-four (24) hour period (excluding Saturdays, Sundays and holidays) beyond the seventy-two (72) hours or one hundred twenty (120) hours, whichever is applicable, until the background actor is paid in full for the day in question.

The voucher in the standard form attached hereto as Exhibit H shall accompany each check. Producer shall give each background actor at the time of reporting to the set a contract and/or voucher which is the background actor's property until dismissal, at which time the background actor will retain one copy of the properly filled-in and executed contract and/or voucher.

Producer shall include the following on background actor's check stub: actual date(s) worked; name and address of employer of record; employer's state unemployment insurance identification number; and state where unemployment insurance is filed.

Each Producer signatory hereto shall, whenever and as often as the Union makes such request, turn over to the Union the several checks for the money due from such Producer to the respective background actors as remuneration for services rendered by them, such checks to be delivered by the Union to the background actors entitled thereto. At the time of turning over the said checks, the Producer will furnish the Union with whatever records may be required to enable it to distribute the same.

The foregoing payment requirements shall apply in the case of all wages, agreed-upon or offered adjustments, allowances and penalties to which background actors are entitled under this Schedule.

49. TIME CLOCKS

A responsible person on each set shall be designated by the Producer to maintain an official clock and to record times on production reports for the purpose of computations as required by this Schedule with respect to such matters as meal periods, dismissal time, etc. (At the request of either party, the operation of this Section 49 shall be referred to the Industry-Union Cooperative Committee for review and joint recommendations.)

50. INDUSTRY-UNION COOPERATIVE COMMITTEE

The Industry-Union Cooperative Committee provided under Section 17 of the General Provisions of this Agreement shall meet to deal with special problems relating to the administration of this Schedule which are of mutual concern to the Producers and Union. The joint recommendations or agreements of the Committee shall be reduced to writing and circulated by bulletin. All decisions of the Committee made pursuant to Sections 7, 15, 44, 47 and 49 of this Schedule shall be final and binding.

51. REPORTING OF INJURIES/SAFETY

A. The Producer agrees to notify the Union in the event a background actor is hospitalized as the result of an accident during the course of his employment.

B. 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 action or work under hazardous conditions is planned. Such person will have visible identification. The Producer will provide readily accessible first aid equipment necessary to administer such medical assistance. In such circumstances, transportation to the nearest emergency medical facility providing emergency services shall be readily available. When such action or work is planned on location, the production company shall determine the nearest emergency medical facilities and capabilities thereof and communication therewith and assure that transportation to such facilities is readily available at all times during the performance of such work. The transportation vehicle referred to above shall be capable of accommodating a stretcher and first aid equipment. The parties agree to recommend that the industry-wide Labor/Management Safety Committee develop appropriate guidelines as to first aid equipment and visible identification for the aforementioned person qualified to administer medical assistance on an emergency basis.

C. The Producer shall obtain copies of all safety guidelines issued by the industry-wide Labor/Management Safety Committee. Copies of such guidelines shall be available at the offices of the AMPTP and the Union. The AMPTP and the Union agree to cooperate in disseminating such guidelines to Producers as they are formulated during the term of this Agreement.

D. If a background actor is rigged with any type of explosive charge (including squibs), such background actor shall be permitted prior consultation with the stunt coordinator and the qualified special effects person. In addition, such background actor shall be upgraded to the day performer rate and added to the cast list for residual purposes for the day on which the background actor was so upgraded. If the background actor is called back the next day, he returns as a background actor.

52. AGENCY FEE

All compensation paid to background actors employed by the Producer through any agency shall be net to the background actor, except for such deductions or withholdings as may from time to time be provided by law or by this Schedule; it being agreed that the Producer and not the background actor shall bear the agency fee for obtaining employment, and that the background actor shall not be required by the Producer to pay such agency fee directly or indirectly.

53. ACCESS TO RECORDS

Producer agrees that reasonable access to the records of any agency used by the Producer for the employment of background actors shall be afforded to the Union. The agency referred to in the preceding sentence means only an agency used regularly or customarily by Producer as a casting agency and does not mean agencies used casually but not generally. "Records" does not mean financial records of the agency.

Producer or the hiring agency will furnish the Union a list of all background actors engaged to render services, showing the date, the time and the production to which they are assigned.

54. IDENTIFICATION CARDS

No person who is not a "registered background actor" shall be requested by a studio casting office from any casting agency, and each "registered background actor" shall be provided with a card of identification; suitable regulations for carrying out this provision shall be adopted.

55. STUDIO PASSES

The Producer shall give the Union full opportunity to check the performance of this Schedule including access to sets, but the Union checking shall be done in such a manner as not to interfere with production.

The duly authorized business representatives of the Union shall be furnished a pass to the studio, which shall permit the representatives to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the Union during working hours.

56. GRIEVANCE PROCEDURE

Statute of Limitations

(a) Any individual dispute or claim between a background actor and the Producer shall be deemed to be waived by such background actor and by the Union in the event that a timely grievance is not filed either by such background actor or by the Union. In order to be timely, a grievance or dispute (other than one relating to damage to or loss of the background actor's wardrobe or property) must be presented to the employer in writing or orally, within thirty (30) days after the involved employee had knowledge, or reasonably should have had knowledge, of the occurrence of the facts giving rise to the grievance or dispute. Claims for damage to or loss of the background actor's wardrobe or property must be filed before the background actor leaves the set on the day on which the damage or loss occurred. (The Producer shall furnish a claim for the background actor to complete which shall be countersigned by the Producer and a copy thereof furnished to the background actor prior to his/her departure for the day.)

(b) In all other claims (other than a background actor's dispute), such claims shall be deemed to be waived in the event that Step One proceedings are not filed by the Union on or before ninety (90) days from the date that the Union first has knowledge of such claim.

(c) Any claim by the Producer shall be deemed to be waived in the event that Step One proceedings are not filed by the Producer on or before ninety (90) days from the date that the Producer first has knowledge of such claim.

Grievance Procedure

In the event of any disputes between the Union or any background actor employed under this Schedule and the Producer with regard to the proper

application of any of the provisions of this Schedule, the procedure shall be as follows:

Step 1

An authorized representative of the Union and an authorized representative of the Producer shall immediately discuss the matter and attempt in good faith to effect a settlement of the dispute.

It is the policy of the Union and the Producers not to permit undue delays in the presentation and processing of claims.

Step 2

If the parties shall fail to settle the dispute in Step 1 within twenty (20) days after the matter has been brought to the attention of the other party in Step 1, the aggrieved party may refer the dispute to Step 2 by delivery to the other party of a written statement of the dispute stating the facts giving rise to the dispute. In the event the necessary film or tape or other necessary evidence is not available for examination in Step 1, then the twenty (20) day period may be extended to a period not to exceed ninety (90) days or, in the case of a feature film, to a longer period of time as may be agreed upon by the parties.

The dispute shall be submitted to a Grievance Committee which shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the AMPTP. A hearing before such Grievance Committee shall, unless otherwise agreed by the parties, be held within ten (10) days following the written request to proceed to Step 2. The decision of the Grievance Committee shall be determined by a simple majority of the Grievance Committee and shall be final and binding on the Producer involved in the dispute, the Union and any involved background actor.

A Producer involved in the dispute who is not a member of the AMPTP, nor amongst the Producers listed on Exhibit "A" of this Agreement, may notify the Union and the AMPTP in writing, within ten (10) business days after receiving the written notice, to proceed to Step 2, advising the parties that such Producer will not be bound by a decision of the Grievance Committee and, in such event, the

Union may bypass Step 2 and proceed directly to arbitration as set forth in Step 3, by giving such Producer written notice to this effect.

Step 3

In the event the Grievance Committee does not reach a decision and the dispute is not settled in Step 2, the aggrieved party may deliver to the other party a written demand for arbitration setting forth the facts and the issue(s) to be arbitrated. Within ten (10) days after receipt of such demand by the party being grieved, the parties shall jointly appoint an arbitrator who shall promptly proceed to hear the dispute. If the parties cannot agree on an arbitrator, then a list shall be obtained from the American Arbitration Association, from which the parties can select names. All grievance committee meetings and arbitrations relating to claims arising out of the employment of background actors under this Schedule shall be heard in New York, unless mutually agreed to otherwise by the parties.

The decision of the arbitrator shall be in writing and shall be binding upon the Producer involved, the Union and any involved background actor. The arbitrator shall have the power to interpret and apply the provisions of this Schedule, but shall not have the power to modify, amend or add to any of its provisions, nor shall he/she have power to effect a change in its provisions. The arbitrator shall not have power to determine jurisdictional disputes between the Union and any other labor organization. Fees and expenses of the arbitrator and a shorthand reporter, if any, shall be divided equally between the parties.

In the event it is necessary to exhibit film or tape in a proceeding under Step 2 or Step 3 of this grievance procedure, the direct labor costs of using a craft person and/or rental of equipment and/or space to exhibit such film or tape shall be divided equally between the Producer and the Union.

Any complaint may be presented for a background actor by the Union. The Producer agrees not to discriminate in any way against a background actor presenting a complaint.

57. CONFLICT WITH LAWS; CONSTRUCTION AND NOTICES

The provisions of Section 41, "Rules of Construction," and Section 42, "Service of Notices" of the General Provisions of this Agreement shall apply to the employment of background actors under this Schedule.

58. NO STRIKE

The provisions of Section 3 of the General Provisions of this Agreement, "Strikes," shall apply to the employment of background actors under this Schedule.

59. TERM OF AGREEMENT

The provisions of Section 36 of the General Provisions of this Agreement, "Term and Effective Date," shall apply to the employment of background actors under this Schedule.

60. PENSION AND HEALTH PLANS

The provisions of Section 34, "Pension and Health Plans," of the General Provisions of this Agreement, or Section 22, "Pension and Health Plans," of the Television Agreement, shall apply to the employment of background actors under this Schedule, as applicable.

61. PAY TELEVISION

A. A "Post '60s picture" is any motion picture initially released for theatrical exhibition, the principal photography of which commenced after January 31, 1960.

The exhibition of any motion picture by television for which a charge is paid by or assessed to or collected from the viewing audience, including

subscription, telemeter, or any other method whereby a charge is paid by the viewing audience, for the right to view such motion picture, is herein referred to as "pay television."

A "free television" picture is a motion picture initially released on television, other than pay television.

B. As to all motion pictures, it is recognized and acknowledged that the Producer has the unrestricted right to use, exhibit and market the same for any purpose, in any manner and by any method now known or hereafter developed, and that the Producer does not hereby relinquish or surrender any of its property rights therein. The exhibition of a motion picture by pay television is theatrical exhibition and is merely an extension or substitute for the theatrical box office.

62. STANDARD OPENINGS AND CLOSINGS

In addition to the minimum rates and conditions otherwise provided by this Schedule, up to a maximum of twenty (20) background actors who are specifically selected for and are employed in any particular standard opening or closing, shall receive additional compensation in the amount of the general background actor rate then currently in effect under this Schedule.

63. DOCUMENTARY FILMS

The Producer and the Union will endeavor promptly to arrive at an agreement making provision for the solution of problems encountered in producing documentaries under this Schedule.

64. CASTING AGENCY REPORTS

The Producer agrees to direct its casting agencies to file with the Union reports for each production indicating the individuals hired as covered background actors. The reports shall be filed at the time the payroll is issued for such background actors.

65. EMPLOYMENT OF MINORS

The following provisions of Section 50, **"Employment of Minors,"** of the General Provisions of the Codified Basic Agreement shall be applicable to background actors employed under this Schedule X, Part II who are minors as defined in Section 50.C. of the General Provisions:

Section 50.F., Working Hours;
Section 50.G., Dressing Rooms;
Section 50.H., Play Areas;
Section 50.I.(2), (3) and (4), Medical Care and Safety; and
Section 50.J., Child Labor Laws.

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

J. NICHOLAS COUNTER III
PRESIDENT

February 1, 1983

John T. McGuire
Associate National Executive Secretary
Screen Actors Guild, Inc.
1700 Broadway
New York, New York 10019

Re: Continued Use of Qualified Hairdressers and Stylists

Dear John:

This will confirm our agreement, in connection with Section 10 of the 1983 Producer-New York Extra Players Agreement, that the Producer will continue to use qualified hairdressers and stylists for extra players.

Please signify your concurrence with the foregoing by executing the enclosed extra copy of this letter and returning same to me.

Sincerely,

J. Nicholas Counter III

Accepted and Agreed

John T. McGuire

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14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
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J. NICHOLAS COUNTER III
PRESIDENT

February 1, 1983

John T. McGuire
Associate National Executive Secretary
Screen Actors Guild, Inc.
1700 Broadway
New York, New York 10019

Re: "Wet Mud Work" and Extra Players Wearing Clothing Not Suited to Climatic Extremes

Dear John:

This will confirm our agreement that "wet mud work" constitutes "wet work" under Section 9 of the 1983 Producer-New York Extra Players Agreement and further that the existing contractual language is not intended to exempt extra players wearing clothing not suited to climatic extremes.

Please signify your concurrence with the foregoing by executing the enclosed extra copy of this letter and returning same to me.

Sincerely,

J. Nicholas Counter III

Accepted and Agreed:

John T. McGuire

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

J. NICHOLAS COUNTER III
PRESIDENT

As of May 10, 1989

John T. McGuire
Associate National Executive Director
Screen Actors Guild, Inc.
1500 Broadway, 44th Floor
New York, New York 10019

Re: Meal Periods

Dear John:

This will confirm the understanding reached during the 1989 negotiations with respect to meal periods. Extra players will be informed at the time meal periods are called whether or not the meal is catered, and whether or not a meal allowance will be paid and the amount thereof.

Sincerely,

J. Nicholas Counter III

Accepted and Agreed:

John T. McGuire

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

Carol A. Lombardini
Senior Vice President
Legal and Business Affairs

As of February 1, 1989;
Revised as of July 1, 1998

John T. McGuire
Associate National Executive Director
Screen Actors Guild, Inc.
1500 Broadway, 44th Floor
New York, New York 10019

Re: Policy on Counting "No Shows" Toward Number of "Covered" Extra Performers

Dear John:

Reference is made to the provisions of Section I.D. of Schedule X, Part II, which limits the number of "covered" extra performers on each call.

This will confirm that the practice of the Producers has been to include those registered extra performers who accept a call for work but who fail to report (*i.e.*, "no-shows") in the count for purposes of determining if the applicable numerical limit has been reached. This will confirm that in changing the "Scope of Agreement" provisions during the 1998 negotiations, the parties did not intend to change the practice with regard to counting "no-shows" toward the applicable numerical limit of "covered" extra performers.

Sincerely,

J. Nicholas Counter III

Accepted and Agreed:

John T. McGuire

PRODUCER:

DATE	NAME (PRINT)	PRODUCTION NO. OR TITLE	DISMISSAL TIME
SAG NO.	SOCIAL SECURITY NO. MUST BE PROVIDED TO MAKE PAYMENT	TYPE OF CALL	STARTING TIME

☐ SINGLE ☐ MARRIED ☐ MARRIED but withhold at higher single rate

Total number of allowances you are claiming: _____

Additional amount, if any, you want deducted $_____

If claiming exemption from withholding, write exempt and year in box 19____

EMPLOYEE: PLEASE PRINT INFORMATION LISTED ABOVE AND SIGN WHERE INDICATED

"I, the undersigned, certify that the number of income tax withholding exemptions claimed on this certificate does not exceed the number of which I am entitled.

"I agree to accept the sum properly computed based upon the times and the basic wage rate shown as payment in full for all services heretofore rendered by me for said employer.

"I further agree that the said sum, less all deduction required by law, may be paid to me by negotiable check issued by said company, said check to be addressed to me at my last reported address and deposited in the United States mail within the time periods provided by law.

"I hereby give and grant to the company named all rights of every kind and character whatsoever in and to all work heretofore done, and all poses, acts, plays and appearances heretofore made by me for you and in to all of the results and proceeds of my services heretofore rendered for you, as well as in and to the right to use my name, likeness and photographs, either still or moving for commercial and advertising purposes. I further give and grant to the said company the right to reproduce in any manner whatsoever any recordations heretofore made by said company of my voice and all instrumental, musical, or other sound effects produced by me. I further agree that in the event of a recake of all or any of the scenes in which I participate, or if additional scenes are required (whether originally contemplated or not) I will return to work and render my services in such scenes at the same basic rate of compensations as that paid me for the original taking.

"By signing this form, I hereby agree that said employer may take deductions from my earnings to adjust promptus overpayments if and when said overpayments may occur."

Signature _____ Date _____

Address _____ Apt # _____

City _____ State _____ Zip _____

Phone Number _____

BACK OF WHITE COPY MUST BE COMPLETED

YOUR EMPLOYER OF RECORD IS _____

IF OTHER THAN A PAYROLL COMPANY, EMPLOYER'S FEDERAL I.D. NUMBER IS _____

BASIC WAGE RATE	TRAVEL TIME ARRIVE LOCATION: LEAVE LOCATION	PENALTIES	HOURS WORKED	MEAL PERIODS	

FITTING	MEALS	INTERVIEW	ASST. DIR. APPROVED FOR PAYMENT
☐	B ☐ L ☐ D ☐	☐	

WARDROBE	PROPS	VEHICLE	MILEAGE

$ **DO NOT WRITE IN THIS SPACE** $

TYPE OF WORK	PAY CODE	HOURS WORK	HOURS PAY	AMOUNT
DAY				
NIGHT				
O/T				
WET				
SMOKE				
OTHER				
OTHER				
OTHER				
OTHER				

BASIC RATE
ADJUSTMENTS
OVERTIME
ALLOWANCES
GROSS

EXHIBIT H