INTRODUCTION TO CAST PAYROLL

INSTRUCTOR: LAURA FEARON

Class Overview:

SAG Contract the collective bargaining agreement
Exhibit G the actors timesheet
Deal Memo the preliminary agreement
The Performer's Contract determines the rate, guarantee, and deal points
Schedule determines the overtime structure
Timecard calculating what is due to the actor

What is SAG-AFTRA?

The Screen Actors Guild - American Federation of Television and Radio Artists (SAG-AFTRA) is a labor union representing approximately 160,000 film and television actors, journalists, radio personalities, recording artists, singers, voice actors, internet influencers, fashion models, and other media professionals worldwide.
The organization was formed on March 30, 2012, following the merger of the Screen Actors Guild (SAG, created in 1933) and the American Federation of Television and Radio Artists (AFTRA, created in 1937 as the American Federation of Radio Artists, gaining a 'T' in 1952 after its merger with the Television Authority).

SAG- AFTRA BASIC AGREEMENT

sagaftra.org
includes all the contracts and MOA (memorandum of agreement)

most projects will fall under the SAG basic agreement. the SAG-AFTRA low budget agreement only applies to projects less than 2 million (not the same as IATSE)

THE BASIC AGREEMENT

2014 CONTRACT last full agreement
2017 & 2020 include MOA (updates) but not the full agreement.
When sourcing a contract provision start with 2014>2017>2020 to insure that area of the agreement has not changed.

EXHIBIT G

This is the time sheet where performers' hours are logged and the performers sign at the end of each day.

SAG·AFTRA.

SAG-AFTRA PERFORMERS PRODUCTION TIME REPORT

Exhibit G

Picture Title: PANCHO'S GREAT ADVENTURE Date: 2/1/23

Company: WHO DO PRODUCTIONC LLC Production No.: 101 Contact: CASSANDRA GREEN Phone No.: 212-555-9999

Shooting Location: NEW YORK, NY Is Today a Designated Day off?* Yes ☐ No ☑ Production Type: MP ☐ TV ☐ MOW ☐ Industrial ☐ Other ☐

SELECT FROM DROP-DOWN LIST
WORK - W REHEARSAL - FITTING - FT TRAVEL - TR
START - S HOLD - H TEST - T FINISH - F

	CAST	MINOR?	CHARACTER		Report Makeup Wardrobe	WORK TIME: Report on Set	WORK TIME: Dismiss on Set	Dismiss Makeup Wardrobe	MEALS: ND Meal In	MEALS: ND Meal Out	MEALS: 1ST MEAL Start	MEALS: 1ST MEAL Finish	MEALS: 2ND MEAL Start	MEALS: 2ND MEAL Finish	TRAVEL TIME: Leave for Location	TRAVEL TIME: Arrive on Location	TRAVEL TIME: Leave Location	TRAVEL TIME: Arrive at Studio	Stunt Adj.	Minors Tutoring Time	WARDROBE: No. of Outfits Provided	Forced Call	MPVs	PERFORMER'S SIGNATURE
1	JOHN JORDAN	☐	PANCHO	W	12:36 p	1:30 p	11:13 p	11:28 p			5:45 p	6:15 p												JJ
2	LAURA FANDON	☐	MELODY	H																				laura
4	JACOB FARROW	☐	CECIL	W	5:12 p	7:00 p	11:13 p	11:28 p			5:45 p	6:15 p												jb
5	DAVID FOGLER	☐	BUCK	W	5:12 p	7:00 p	11:13 p	11:28 p			5:45 p	6:15 p												david
11	PEARL LIST	☐	NANCY	W	4:00 p	7:00 p	11:13 p	11:28 p			5:45 p	6:15 p			3:30 p	4:00 p	11:28 p	11:48 p						p.list
13	MATT BLACK	☐	BILLY	H																				
50	VANCE PASTA	☐	BUG EYES	H																				
X	BOB SMITH	☐	STUNT COORD	SWF	10 A	10 A	11:30 p	11:30 p			4 p	4:30 p												smith
X100	JOEY SMITH	☐	PANCHO STUNT	SWF	12:30 p	1:30 p	11:30 p	11:30 p			4 p	4:30 p							500					joey
		☐																						
		☐																						

*This refers to the two (2) days (one (1) day on overnight location) which Producer can designate as day(s) off for the production for which performers are not paid continuous employment.

EXHIBIT G TO TIMECARDS

ASSISTANT DIRECTORS > EXHIBIT G

The exhibit G is completed by the AD dept. on set and then the actors sign off on it at the end of each night.

EXHIBIT G> PRODUCTION OFFICE

The completed exhibit G is sent to the production office for distribution to accounting, studios, producers, etc.

CREATION OF TIMECARDS

Timecards must be generated by the payroll department in order to calculate what is due. Times are transferred from the exhibit G into a timecard (excel, showbiz, manual) and then calculated.

FINALIZED EXHIBIT G

Once timecards are processed (and approved) the payroll department should report any last revisions to the production office so that the exhibit G can be finalized, approved, and submitted to SAG.

THE CAST DEAL MEMO

The Deal Memo

Is the actor going to be paid through a loanout company or as an individual?

Is there an agent and/or who should you contact for a check authorization?

Should the actor receive per diem? Or any other financial items you might need to be aware of?

What is the expected salary of the actor?

<u>THIS IS NOT A CONTRACT.</u>

The deal memo is a preliminary document generated by casting that assists in budgeting, contact information, and setup of timecard but never pay without a finalized cast contract.

PANCHO'S GREAT ADVENTURE

CAST DEAL MEMO

DATE: 1/4/23

ARTIST: Vance Pasta

ROLE: # 50, Bug Eyes

ADDRESS: 83 Sunnyside Lane
Atlanta, GA 30316

PHONE: 310-999-1111

EMAIL: pastarasta@gmail.com

SOCIAL SECURITY #: 224-70-9114

CORPORATION: Vancy Vance Pasta, Inc

FED ID #: 13-3931258

AGENT: Joe Kambell/Domain

ADDRESS: 9229 Sunset Blvd, Suite 710
Los Angeles, CA 90069

PHONE: (310) 888-8500

EMAIL:joeK@domain.net

GUARANTEE: 2 Days

START DATE: o/a 1/27/23

SALARY: $1,500 /day

BILLING: Guest-Star, Opening Credits, Sep Card, Card to be in first position

TRAVEL/TRANSPORTATION: Shared transportation to and from set

PER DIEM: N/A

MISCELLANEOUS: ½ of a double banger.

AFTRA STATUS:	**CLEAR:**	**MUST JOIN:**	**TH:**	**OWES:**
AGE:		**ETHNIC BACKGROUND:**		
Minor		**Caucasian X**	**Asian/Pacific**	
Under 40		**African American**	**N. American Indian**	
Over 40 X		**Latin/ Hispanic**	**other**	

APPROVED BY PRODUCER(S): _____ OCR _____

THE ACTOR'S CONTRACT

The Contract

Includes the rate of pay.

Includes the contractual guaranteed length of time (beyond what the collective bargaining agreement requires). For example the SAG agreement requires a daily hire must be paid for 1 day, but your project may hire a day player and guarantee them 2 days of employment. (meaning even if they only work 1 day, you'll still owe them for 2 days of pay).

Includes any other special provisions (usually copied from the deal memo, but always check to make sure nothing has changed)

Actors may have more than one contract for a particular project.

EMPLOYMENT OF DAY PLAYER

PRODUCER **WHO DO PRODUCTIONS, LLC**	DATE **1/23/23**
DATE EMPLOYMENT STARTS **1/27/23**	NAME OF CORPORATION (if any) / PLAYER **VANCY VANCE PASTA INC / VANCE PASTA**
ROLE **50. BUG EYES**	ADDRESS **83 SUNNYSIDE LANE ATLANTA GA 30316**
PICTURE TITLE **"PANCHOS GREAT ADVENTURE"**	TELEPHONE NO. **310-999-1111**
PRODUCTION NUMBER **00676767**	SOCIAL SECURITY NO / FEDERAL I.D. **224-70-9114 / 13-3931258**
DAILY RATE + GUARANTEE **SAG DAILY $1500 , 3 DAYS GUARANTEE**	AGENT **Joe Kampbell Email: joeK@domain.net**

A. Credit: If Player appears recognizably in Player's role in the Picture, Player shall be accorded credit as follows:
(i) On the screen: VANCE PASTA -Optional. Size, Position and all other characteristics at Producer's sole discretion.

(ii) Player shall not be entitled to credit in paid advertising.
Player shall be accorded credit in accordance with the provisions of above only if Player appears recognizably in the role in the Picture.
No casual or inadvertent failure to comply with the credit provisions of this Agreement shall constitute a breach of this Agreement. It is further agreed that Player's rights and remedies in the event of a failure or omission by Producer constituting a breach of Producer's obligations to accord Player credit, or in the event of any other breach by Producer, shall be limited to Player's right, if any, to recover damages in an action at law, and in no event shall Player be entitled to terminate this Agreement or to enjoin or restrain the distribution or other exploitation of the Picture.

B. Rights: Producer shall have the exclusive right to use and to license the use of Player's name, sobriquet, photograph, likeness, voice, and/or biography (collectively referred to herein as "Name and Likeness") and/or to simulate Player's voice, signature, appearance and/or caricature in connection with the role portrayed by Player in connection with the Picture (collectively, "Simulated Name and Likeness") by any means now known or hereafter devised in and in connection with the Picture and the advertising (including without limitation commercial tie-ins), publicity, exhibition and/or other exploitation thereof, including without limitation phonograph record album jackets and labels. Producer is granted the further exclusive right and license, but only in connection with the role portrayed by Player in the Picture, to use and to license the use of Player's Name and Likeness and Simulated Name and Likeness in and in connection with any merchandising and/or publishing. Producer shall have the right to use and reuse the results and proceeds of Player's services from the Picture and excerpts of photography and/or soundtrack and so called 'behind-the-scenes' photography in any and all media including new media without additional compensation except as otherwise provided in the SAG Basic Agreement.

C. Expenses: If Player is required by Producer to render services at an overnight location, Player shall be entitled to: (i) $_____ per day, in lieu of furnishing or reimbursing Player for actual living expenses, and (ii) round-trip transportation by air (if available and used for this purpose).

D. Promotional Films: Producer shall have the exclusive right to make one or more promotional films of thirty (30) minutes or less and to utilize the results and proceeds of Player's services therein upon all of the terms and provisions set forth in the SAG Agreement. Player agrees to render such services for said promotional films during the term of Player's employment hereunder as Producer may request and Player further agrees to the use by Producer of film clips and behind-the-scenes shots in which Player appears in such promotional films. Player shall not be entitled to any additional compensation in connection with the promotional films or the exploitation thereof.

E. Sound Recordings: Producer is also granted the further exclusive right to use and to license the use of and to advertise and publicize the use of Player's performance from the soundtrack of the Picture on phonograph record albums and other phonograph records in all media/manner/methods/formats now known or hereafter devised. If Producer issues or authorizes the issuance of any such albums or other records using Player's performance, Producer shall pay to Player a sum equal to applicable AFTRA scale on the first such occasion of such use. Unless Producer gives its prior written approval, Player shall not re-record any dialog spoken for the Picture by Player, for any person, firm or corporation other than Producer. In addition, unless Producer gives its prior written approval, Player shall not re-record for any person, firm or corporation other than Producer any musical material performed by Player for the Picture, until five (5) years have elapsed from the date of first theatrical release of the Picture. Player represents that Player has the right to enter into this Agreement, to render all services required hereunder, and that no third-party consents (e.g., from any record company) shall be required.
Player's initials VP
Guardian's initials _____

F. Results and Proceeds: The results and proceeds of Player's services hereunder, including, without limitation, all literary and musical material and all designs and inventions of Player in connection with rendering services hereunder shall be a "work made for hire" for Producer for the purpose of U.S. copyright law and all other laws throughout the universe. Such results and proceeds shall be Producer's sole and exclusive property and Producer shall be deemed the author thereof in perpetuity, throughout the universe, for all purposes and media now known or hereafter devised. To the extent Producer is not deemed the author and owner of all such results and proceeds, Player hereby irrevocably and absolutely assigns in perpetuity, throughout the universe, all such results and proceeds (and rights therein, under copyright and otherwise and whether now known or hereafter devised) to Producer. Producer shall have the right to make such changes to such results and proceeds and such uses thereof (including but not limited to derivative works) as Producer may determine. Without limiting the generality of the foregoing, Producer shall have the unlimited perpetual right throughout the universe to exhibit and otherwise exploit the Picture in all media, now known or hereafter devised. Player hereby irrevocably waives all so-called "moral rights" in perpetuity. Producer shall not be obligated to use any of the rights, licenses or privileges herein acquired by Producer.

G. Special Provisions: _____

H. Salary History Information. Player acknowledges that Producer has not requested from Player or Player's representatives or agents any information relating to Player's salary history, including without limitation Player's current or prior wages, benefits, and other compensation, and if Player disclosed any such information to Producer, such information was disclosed voluntarily, with Player's authorization, and without prompting by Producer.

The Confidentiality Rider, Loanout Ratification and Inducement, and Parental Consent dated ____1/23/23_____ (if applicable) are incorporated herein by this reference.

This employment is subject to all of the provisions and conditions applicable to the employment of DAY PLAYERS contained or provided for in the Producer-SAG-AFTRA Codified Basic Agreement of 2020 as the same may be supplemented and/or amended.

PRODUCER: __WHO DO PRODUCTIONS, LLC__ CORPORATION (if any): VANCY VANCE PASTA, INC

BY: _____ ITS: President

ITS: President PLAYER: Vance Pasta

Actor Agreement (Daily) - Vance Pasta

When might an actor have more than one contract?

TELEVISION

The actor may be hired on a per episode basis (not for the entire series) and will require a contract for each individual episode.

WEEKLY CONVERSION

The actor may be hired on a daily contract (schedule A) and then converted to a weekly basis (schedule B or C).

SCHEDULES

THE MOST COMMON HIRING SCHEDULES

A DAILY HIRES

Day performers. Consecutive employment guaranteed.

- **3 DAY PLAYERS**

Unique to television: guaranteed 3 days of employment- all terms & conditions are per schedule B or C (rate applicable)

B WEEKLY HIRE

Weekly hires making less than $6350/week for film.

Weekly hires making less than $5150/week for television.

C WEEKLY HIRE

Weekly hires making more than $6350/week & guaranteed less than $65k for film.

Weekly hires making more than $5150/week & guaranteed less than $32k for television.

F DEAL PERFORMERS

Employed at a guaranteed salary of more than $65k for film.

Employed at a guaranteed salary of more than $32k an episode for television.

H STUNT PERFORMERS

Part I- daily
Part II- weekly (rate schedule B)
Part III- weekly (rate schedule C)

K STUNT COORDINATORS

Part I- daily, less than flat deal
Part II- weekly, less than flat deal
Part III- flat deal

SCHEDULE A

OVERTIME:

1.5x after 8 hours worked
2x after 10 hours worked
OT Ceiling: 2x daily scale
Travel OT: 1.5x (not 2x)

6TH/7TH/HOLIDAYS:

1.5x for 6th day of actor's work
overnight location: 1 day of pay (whether worked or not)
2x for 7th day of work
Holidays Worked- 2x

MEAL PERIODS:

Required every 6 hours.
12 minute grace can be called *(if in the course of photography)*
Non deductible breakfast must be within 2 hours of call time.

REST PERIODS:

12 hours (except when modified to 11 on overnight location)

$900 or 1 day pay (whichever is less)

FITTINGS:

1 hour minimum pay. Additional time paid in 15 min increments.
Performers at $1400/dy+ are not entitled to fitting pay.
Fitted & not used: pay full day

PENALTIES:

Meal period violations
1st 1/2 hour: $25
2nd 1/2 hour: $35
3rd & all additional: $50

SCHEDULE B

OVERTIME:

Television:
Daily- 2x after 10 hours worked
Weekly- 1.5x after 8 hours worked with 2 "OT free" days per week
OT Ceiling: $4400
Feature Film:
Daily- 2x after 10 hours worked
Weekly- 1.5x after 44 hours worked weekly (less any daily OT)
OT Ceiling: $5500

REST PERIODS:

12 hours (except when modified to 11 on overnight loc for film) or 10 hours if exterior photography is required day before & after.
36 hour (1 day off) or 56 hour (2 days off) weekend turn around.
$950 or 1 day pay (whichever is less)

6TH/7TH/HOLIDAYS:

6th day (studio)- additional 1/2 day.
6th day (overnight location)- location allowance of 4 hours of straight time pay (whether worked or not)
7th day- additional 1 day
Holidays Worked- additional day

FITTINGS:

4 free hours of fitting time (on 2 days) for each week worked.
Excess fittings paid at minimum of 1 hour of pay.
Fitted & not used: pay full day

MEAL PERIODS:

Required every 6 hours.
12 minute grace can be called *(if in the course of photography)*
Non deductible breakfast must be within 2 hours of call time.

PENALTIES:

Meal period violations
1st 1/2 hour: $25
2nd 1/2 hour: $35
3rd & all additional: $50

SCHEDULE C

OVERTIME:

Television
2x after 10 hours worked
OT Ceiling: $4400
Feature Film
2x after 10 hours worked
OT Ceiling: $5500

REST PERIODS:

12 hours (except when modified to 11 on overnight loc for film) or 10 hours if exterior photography is required day before & after.
36 hour (1 day off) or 56 hour (2 days off) weekend turn around.
$950 or 1 day pay (whichever is less)

6TH/7TH/HOLIDAYS:

6th day (studio)- additional day plus additional 1/2 day premium or $500 (whichever is less)
6th day (overnight)- nothing additional
7th day of work- additional day plus premium or $1000 (whichever is less)
Holidays Worked- add'l day premium

FITTINGS:

No pay for fittings.
Fitted & not used: pay full day

MEAL PERIODS:

Required every 6 hours.
12 minute grace can be called *(if in the course of photography)*
Non deductible breakfast must be within 2 hours of call time.

PENALTIES:

Meal period violations
1st 1/2 hour: $25
2nd 1/2 hour: $35
3rd & all additional: $50

SCHEDULE F

OVERTIME:

NO OVERTIME EXCEPT TV PERFORMERS MAKING BETWEEN 32K-40K PER EPISODE
Television
2x after 10 hours worked
OT Ceiling: $4400

REST PERIODS:

12 hours (except when modified to 11 on overnight loc for film) or 10 hours if exterior photography is required day before & after.
36 hour (1 day off) or 56 hour (2 days off) weekend turn around.
$950 or 1 day pay (whichever is less)

6TH/7TH/HOLIDAYS:

CHECK THE PERFORMERS CONTRACT. Many schedule F performers have additional work days included in their overall term agreement.

FITTINGS:

No pay for fittings.

MEAL PERIODS:

Required every 6 hours.
12 minute grace can be called *(if in the course of photography)*
Non deductible breakfast must be within 2 hours of call time.

PENALTIES:

Meal period violations
1st 1/2 hour: $25
2nd 1/2 hour: $35
3rd & all additional: $50

3 DAY PLAYERS

(TELEVISION ONLY)

OVERTIME:

2x after 10 hours worked.
Cumulative OT: 1.5x after 24 hours
OT Money Break: $3150

CONDITIONS:

All terms and conditions shall be paid as schedule B or C (whichever is applicable based on rate)

GUARANTEE:

3 days of consecutive employment but can be guaranteed more (generally hired as a weekly in those cases)

SCHEDULE H

(STUNT PERFORMERS)

NO "CONSECUTIVE EMPLOYMENT" REQUIREMENTS

SCHEDULE H, PART I:

EMPLOYED BY THE DAY

SCHEDULE H, PART II:

EMPLOYED BY THE WEEK
TV: Less than $5150/week
Film: Less than $6200/week

SCHEDULE H, PART III:

EMPLOYED BY THE WEEK
TV: More than $5150/week
Film: More than $6200/week

STUNT ADJUSTMENTS- become part of a performers base rate & are included in calculating all overtime

SCHEDULE K

(STUNT COORDINATORS)

SCHEDULE K, PART I:

EMPLOYED BY THE DAY
AT LESS THAN "FLAT DEAL"

SCHEDULE K, PART II:

EMPLOYED BY THE WEEK
AT LESS THAN "FLAT DEAL"

SCHEDULE K, PART III:

EMPLOYED BY THE DAY OR WEEK
ON A "FLAT DEAL" (no overtime or premium pay)

REST PERIOD- 9 Hours

TIMECARDS

DO YOU HAVE ANY QUESTIONS? PLEASE TRY TO BE BRIEF :)

THANKS FOR COMING!

...

just one more slide...

BE SURE TO SIGN A CARD IN SUPPORT OF L161 ACCOUNTANTS FIGHTING FOR A CONTRACT!

COUNT US IN

IATSE 161

ACCOUNTANTS ARE IATSE TOO!

www.local161.org/count-us-in/