

SAG-AFTRA and Media Entertainment & Arts Alliance (MEAA) Agreement with respect to SAG-AFTRA Global Rule 1 and No Contract/No Work Rule

Whereas:

1. Both SAG-AFTRA and MEAA are concerned to promote the best wages and working conditions for performers;
2. SAG-AFTRA has implemented global application with respect to its Rule 1, and may do so in the future with its "No Contract/No Work" rule;
3. The MEAA supports the SAG-AFTRA campaign to improve the wages and working conditions of performers;
4. SAG-AFTRA notes the MEAA's concerns with respect to the implementation of the rule and lower budget Australia creatively controlled productions;
5. SAG-AFTRA notes the MEAA's concerns about the ability of Australian citizens and permanent residents and New Zealand citizens to work in Australia under the terms of contracts negotiated by the MEAA.

It is agreed as follows:

1. Unless indicated to the contrary in this agreement the term "Australian" will include Australian citizens, permanent residents and New Zealand citizen.
2. SAG-AFTRA and MEAA will work with the Screen Producers Association of Australia (SPAA) to persuade the Australian Government to amend regulation to allow Australian producers to pay superannuation contributions paid on behalf of SAG-AFTRA performers working in Australia to be paid into the SAG and/or AFTRA pension plans.
3. Unless indicated to the contrary in this agreement the term "offshore production" means a production which has a genesis and creative control in a country other than Australia, usually the United States, but includes and is not limited to Canada, the United Kingdom, India and Japan. The Alliance applies the "better rates principle" to such productions requiring that, where the production originates from a country with a superior agreement protecting performers, to that applying in Australia, the superior agreement will apply to that production as the offshore agreement. Where the Australian agreement provides superior protection the Australian agreement will be used.
4. Australian performers working on the following productions will be exempted from the SAG-AFTRA global rule 1 and "no contract no work" rules provided that they work under the terms of the relevant MEAA collective agreement with respect to such productions:

Advertising

All advertising programs made for the Australian or international market except where the advertising program is made for use solely or partly in the United States or release in the United States is subsequently sought after the performer has been contracted.

Documentary Voice over

All documentary productions produced by Screen Australia, produced or funded by the Australian Broadcasting Corporation (ABC) or the Special Broadcasting Service (SBS) funded in a substantial part by Screen Australia.

Film

Under the terms of the MEAA Actors Feature Film Agreement all category A films, all category B films with budgets of less than \$AUD22.5 million, all official co-productions under the terms of the Offshore Feature Films Agreement, offshore feature films.

Television

Under the terms of the MEAA Actors Television Programs Agreement and the Australian Television Repeats and Residuals Agreement all Australian television series and serials, telemovies and mini-series using only Australian actors, all telemovies with budgets of less than \$AUD 5 million and mini-series with budgets of less than \$AUD 2.5 million per television hour using one or more imported actors.

All official co-productions.

All offshore television productions.

All television productions produced under the Actors etc (ABC Radio and Television) Agreement.

5. Non Australian performers who are not citizens or residents of the USA working in Australia under the terms of the appropriate MEAA collective agreement will be exempted from SAG-AFTRA rule 1 and "no contract no work" rules in the following circumstances:

Official co-productions

If the performer is a citizen or resident of the co-production partner.

Category B films with budgets under \$AUD 22.5 million

If the performer is not a citizen or resident of the United States

Australian telemovies with budgets of less than \$AUD 5 million and mini-series with budgets of less than \$AUD2.5 million per television hour with one or more overseas performers

If the performer is not a citizen or resident of the United States

Offshore film and television productions

If the performer is not a citizen or resident of the United States

6. Citizens and residents of the USA will be able to work in Australia under the terms of the appropriate MEAA collective agreement and will be exempted from the SAG-AFTRA rule 1 and "no contract no work" rules in the following circumstances:

Official co-productions

Provided the producer pays (in lieu of the superannuation obligations under the MEAA agreement) pension and health payments in accordance with the applicable SAG-AFTRA collective bargaining agreement.

Category B films with budgets under \$AUD 22.5 million

Provided the producer pays (in lieu of the superannuation obligations under the MEAA agreement) pension and health payments in accordance with the applicable SAG-AFTRA collective bargaining agreement.

Australian telemovies with budgets of less than \$AUD 5 million and mini-series with budgets of less than \$AUD 2.5 million per television hours with one or more overseas performers

Provided the producer pays (in lieu of the superannuation obligations under the MEAA agreement) pension and health payments in accordance with the applicable SAG-AFTRA collective bargaining agreement.

7. SAG-AFTRA and MEAA will require verification of budget, where that is a relevant criterion, by a means to be agreed with SPAA for this exemption to be applicable.
8. SAG-AFTRA and MEAA will discuss reciprocity with respect to flow through on pension plans in an endeavour to ensure that all performers working out of their national jurisdiction receive an adequate pension.
9. SAG-AFTRA and MEAA will discuss the implementation of SAG-AFTRA rule 1 and "no contract no work" rules in Australia with respect to the means by which performers will be contracted on other than offshore productions (as that term is understood in the Australian context), it being acknowledged that an offshore productions SAG-AFTRA will generally contract directly with a US based entity for those performers whose employment on the production will be governed by global rule 1 and/or "no contract no work" rules.
10. SAG-AFTRA and MEAA will meet on a regular basis to ascertain the effectiveness and relevance of these provisions in achieving the goals of both organisations.

Executed for and on behalf of the **Media, Entertainment and Arts Alliance**

Signature:

Sue McCreadie

Name:

SUE MCCREADIE

Witness Signature:

Roisin Beard

Name of Witness:

Roisin Beard

Date:

17 July 2012

Executed for and on behalf of SAG-AFTRA (**Screen Actors Guild – American Federation of Television and Radio Artists**)

Signature: *R W R*
Name: *RAY W. RODRIGUEZ*
Witness Signature: *Mary Hashimoto*
Name of Witness: *Mary Hashimoto*
Date: *9/18/12*