

UNION'S RESPONSE TO
COMPANIES'
COMPREHENSIVE REVISED
AND ENHANCED FINAL
PACKAGE PROPOSAL

**Union's Response to Companies' Comprehensive Revised and Enhanced
Final Package Proposal
October 18, 2016**

The Union reserves the right to supplement, withdraw or modify these proposals as it sees fit:

The new agreement is the successor to the 2011-2014 AFTRA Interactive Media Agreement. As of the effective date of this agreement, this new Agreement also will be deemed to be the successor to all predecessor Screen Actors Guild Interactive Media Agreements ("SAG IMA") and any earlier promulgated or negotiated SAG-AFTRA Interactive Media Agreements ("Prior SAG-AFTRA IMA"). Any and all references to the "2010-2011 Interactive Media Agreement," "AFTRA Interactive Media Agreement," or "predecessor agreements" in the 2011-2014 AFTRA Interactive Media Agreement Memorandum of Agreement, the Interactive Media Agreement, and including without limitation the Sideletters thereto, will be deemed to include the most recent SAG IMA, Prior SAG-AFTRA IMAs and all predecessors SAG IMA and Prior SAG-AFTRA IMAs.

[As discussed AFTRA IMA, now renamed SAG-AFTRA IMA, is starting point for rates and contract language. All agreements and practices shall follow the AFTRA IMA, not SAG IMA. All prior agreements deemed predecessors to AFTRA IMA, now renamed SAG-AFTRA IMA.]

- 1. Withdraw with understanding SAG-AFTRA will return to prior AFTRA standards with respect to granting of waivers on preference of employment and employment of production employees.**
- 2. Withdraw with same understanding as item 1 above.**
- 3. Revise Section 9.D of Article I to read as follows:**

"Employer shall notify the SAG-AFTRA office no later than the time of hiring or forty-eight (48) hours in advance of the initial session, whichever is later, of the names of Performers to be used in the production of Material for Interactive Media, except where the circumstances do not allow sufficient time to give such notice. SAG-AFTRA will respond to all notifications and waiver requests within 24 hours one business day. Failure to respond within the time provided above shall be deemed to grant clearance for the engagement of that performer for that project. (Once SAG-AFTRA and the Producer have mutually agreed upon an electronic system for submission of cast clearance, the above 24-hour 1 business day response deadline shall only apply if the Producer utilizes the mutually agreed

upon electronic system. The Producer will not unreasonably withhold its agreement to the electronic system presented by the Union.) It shall be the duty of the Employer (to the extent Employer has not received **response** from SAG-AFTRA for specific Performers) to ascertain if each Performer is a member of SAG-AFTRA in good standing by examining the SAG-AFTRA membership card of each member of the cast at the first session and to notify the local SAG-AFTRA office of the name of any person failing to present a valid paid-up membership card. Such notice shall be given to SAG-AFTRA immediately following the first session, or if the SAG-AFTRA office is closed at that time, such notice shall be given to the SAG-AFTRA office as soon as possible on the following work day."

4. **Withdraw**

5. **Withdraw**

6. Add the following non-substantive cross reference in the definition section of the Agreement:

"Atmospheric Voices – Shall have the definition as set forth in Section 19.F.2 of Article 1."

7. Limited Integration – Add a new provision, Subsection 19.C.2 that would provide that the Company may elect to utilize a Limited Integration of a Performers work in any other Interactive Program. In the event the Company elects such a Limited Integration, for each **session from which the Performer's work is taken** such 300 lines bought out, the Limited Integration payment shall **be the then current applicable scale rate**. Thus, as an example, if the Employer elects to buyout **work from two sessions** 600 lines for Limited Integration, then the amount of the Limited Integration payment would be twice the above amount. Any such Limited Integration payments may be applied to any subsequent Integration buyout under 19.C.1.B. **Employer must provide verification of the material requested for the specific session date(s) required for Integration.**

8. Withdraw the prior proposal and substitute with the following:

Rename Section 9 of Article I ***"Employer and Performer Duties."*** Add new subsection 9.A ***"Employer's Duties."*** Renumber existing subparagraphs A-E of Section 9 as 9.A.1-5. Provide for new Section 9.B entitled ***"Performer's and Guild's Duties."*** Add the following subsections:

9.B.1. Once an engagement is accepted, the Performer shall appear at that session, on time, ready, willing and able to perform;

B.2. Performers shall only submit (or authorize for submission on their behalf) audition tapes that represent their own work and abilities without enhancement, unless expressly so requested by the casting executive in writing. **It is understood that "background noise removal" shall not trigger foregoing language.**

B.3. **[Withdraw; the Companies Will Continue with Past Practice.]**

9. **Withdraw**

10. Agree, effective upon ratification, to SAG-AFTRA proposal to increase benefit contribution rate by 0.5%.

Clarify that Payments may shall be made to the AFTRA Health & Retirement Fund unless the Union receives written confirmation that an employer would be subject to withdrawal liability in the event of a withdrawal from the SAG Pension Plan, in which case the employer may elect to continue making contributions to the SAG Plans. -or the SAG Pension and Health Plans based upon the historical practice of the employer. The employer will designate the plans applicable to a particular project at the time of registration, but in no event later than the date of the submission of the initial member report associated with each project. Upon receipt of confirmation from the SAG Pension Plan that an employer would not be subject to withdrawal liability, that employer will contribute only to AFTRA Health & Retirement.

11. Increase the wage rates in Article I, Section 19 by 3%, effective on the first Sunday after ratification increase and an additional 3% on the first Sunday after the first anniversary of the ratification and an additional 3% on the first Sunday after the second anniversary of the ratification.

12. Revise Article II Section 8.A. PROMPTING DEVICES; DESCRIPTION OF ROLE; SCRIPTS to read as follows:

A full and forthright description of the role to be played must be given at the time of booking. **To the extent known at the time of the booking,** such description should include **the description of genre (as either: 1) Fighting/Shooter/RPG; 2) Simulation/Racing/Sports; or 3) Puzzle/Casual/Kids & Family/Strategy);** length of Performer's role, use of unusual terminology, **use of profanity, content of sexual or violent nature, racial slurs, whether stunts will be required,** whether memorization is required, **and** whether cue cards or other prompting devices will be used. **The Producer shall also provide the title of the game at the time of booking. This information may be provided verbally to the performer or his or her agent and made subject to a non-disclosure agreement.**

13. Proposals Surrounding Vocal Stress

Split Session

~~In the event the Employer reasonably believes that a session may be vocally challenging a four-hour session may be scheduled in advance as two two-hour portions with no additional compensation. The second two-hour portion of the session shall be scheduled within five (5) business days of the first two-hour portion of the session, subject to the mutual convenience of the parties. If the Employer does not recall the performer for the second portion of the session, the performer shall receive the full four-hour rate. If the performer does not return for the second portion of the session after having been recalled, performer's fee may be prorated.~~

~~If during a non-split four-hour session, a performer reasonably believes that the work being performed is too vocally challenging to complete in a single four-hour session, the performer may request that the work be split and the performer will return to finish the remainder of the session at a later date scheduled within five (5) business days, unless otherwise mutually agreed, without any additional compensation. If the performer does not return on the re-scheduled date or perform the full remainder of the session, the compensation for that shortened session shall be prorated.~~

~~If the portions of the split sessions are not worked in the same work week, the session fee will be split between the work weeks worked on a prorata basis.~~

Add New Off-Camera Engagement Type and Rate:

If a performer is booked to perform with **three** or more other performers who are recorded within the same session, each may be hired for a session of **six (6) four (4)** hours in length at **scale** rate of \$1000.00 for the day.

Increased Cooperation

The parties have agreed to more proactive cooperation in the establishment of "best practices" to protect performers voices. The parties have discussed how to communicate to directors those practices and how to impress upon the performers their ability to voice concerns both prior to and during recording sessions.

Savings Clause

In the event of a ruling from a governmental body, including but not

limited to Cal-OSHA, the parties agree to reopen the agreement to address working conditions to address the impact of such a ruling only.

14. Term through December 31, 2019, or three years from date of ratification if ratification is after December 31, 2016.

15. Ratification Bonuses

1. **Immediate Combined Wage Increase:**

Provided this proposed Agreement is agreed to and is ratified by the SAG-AFTRA membership by December 1, 2016, then, in lieu of the wage increase discussed above in Proposal 11, the employers will increase the wage rates in Article I, Section 19 by 9%, immediately effective on the first Sunday after ratification which rates shall remain in effect for the duration of the CBA.

2. Engagement Alternatives: Principal Performers under this Agreement shall be engaged under one of two options:

Option "A": Principal Performers may be engaged with no prepayment of contingent compensation, in which case each Performer whose performance is included in the Interactive Program shall be entitled to a Secondary Payment for each 2,000,000 units sold or unique subscribers (when games are not sold by units) up to a total of 4 Secondary Payments. Each Secondary Payment shall be based on 25% of scale for each session worked by the Performer, up to a maximum of 4 session (100% of scale).

3. **Additional Compensation**

Option "B": Principal Performers may be engaged and receive prepayments of contingent compensation as reflected below, in which case no contingent compensation shall be due:

Provided this proposed Agreement is agreed to and is ratified by the SAG-AFTRA membership by December 1, 2016, then the Companies will pay each Principal Performer who works on a covered Interactive Program based upon the following schedule of sessions worked from the period of December 1, 2016 through December 31, 2019:

<i>Number of Principal Performer Sessions Worked by Performer on a Program</i>	<i>Incremental Additional Compensation Amount for Performer</i>	<i>Aggregate Additional Compensation Payment for Performer</i>
<i>1 Sessions</i>	<i>\$0.00 \$50</i>	<i>\$0.00 \$50</i>
<i>2 Sessions</i>	<i>\$50.00</i>	<i>\$50.00 \$100</i>
<i>3 Sessions</i>	<i>\$100.00</i>	<i>\$150.00 \$200</i>
<i>4 Sessions</i>	<i>\$100.00</i>	<i>\$250.00 \$300</i>
<i>5 Sessions</i>	<i>\$150.00</i>	<i>\$400.00 \$450</i>
<i>6 Sessions</i>	<i>\$150.00</i>	<i>\$550.00 \$600</i>
<i>7 Sessions</i>	<i>\$150.00</i>	<i>\$700.00 \$750</i>
<i>8 Sessions</i>	<i>\$200.00</i>	<i>\$900.00 \$950</i>
<i>9 Sessions or more</i>	<i>\$0.00</i>	<i>\$900.00 \$950</i>

This Additional Compensation payment shall be paid at the same time as the session payment no later than the release date. Overscale compensation may be credited against these bonus payments. Such Additional Compensation payments are subject to benefit contributions up to the ceiling. Additional Compensation payments are excluded from Total Applicable Base Compensation.

Small Programs: Interactive Programs comprised of 10 or fewer sessions by all Principal Performers in the aggregate shall not be subject to foregoing Additional Compensation.

16. [Withdrawn] Union Proposal 2: Trailers and/or Promotional Programs
17. [Withdrawn] Union Proposal 7: Vocally Stressful Sessions
18. [Hold] Most Favored Nations: Art 1, Sec. 44: Remove Favored Nations clause.
19. [Revise] Refer Union Clarification #1 regarding the requirement for qualified individual being present on set for planning, set up and performance of stunts to the cooperative committee.
20. [Withdraw] Union Clarification #2 in light of "Increased Cooperation" under item 13.
21. [Withdraw] Union Clarification #3 with a reservation of the Union's position.

Any proposals not expressly accepted or reflected in this document are rejected.