

Status of AFTRA Interactive Media Agreement Negotiations

ISSUE	Summary of Companies' Prior Proposals (Companies' Afternoon Proposal, 2 p.m. 10/18/2016)	SAG-AFTRA Response, 10/18/16	Companies' Comprehensive Revised and Enhanced Final Package Proposal (Companies' Evening Proposal, 10 p.m. 10/18/16)																	
FINANCIAL COMPENSATION	Companies increased their wage rate proposal from 2% per year to 3% per year as previously proposed by Union but Provided the IMA is ratified by December 1, 2016 , proposed accelerating the increase in wage rates to 9% effective as of the first Sunday after ratification in lieu of annual increases.	Union agreed	Provided the IMA is ratified by December 1, 2016 , proposed accelerating the increase in wage rates to 9% effective as of the first Sunday after ratification in lieu of annual increases.																	
	Bonus Labeled as "Additional Compensation"	Bonus Labeled as "Contingent Compensation"	Bonus Labeled as "Additional Compensation"																	
	Provided the IMA is ratified by December 1, 2016 , Performers shall receive Additional Compensation for work on a program of up to \$900 as follows: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">1 Session, \$0 Incremental</td> <td style="width: 50%;">Such additional compensation shall be paid 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.</td> </tr> <tr> <td>2 Sessions, \$50 Incremental (\$50 in aggregate)</td> <td></td> </tr> <tr> <td>3 Sessions, \$100 Incremental (\$150 in aggregate)</td> <td></td> </tr> <tr> <td>4 Sessions, \$100 Incremental (\$250 in aggregate)</td> <td></td> </tr> <tr> <td>5 Sessions, \$150 Incremental (\$400 in aggregate)</td> <td></td> </tr> <tr> <td>6 Sessions, \$150 Incremental (\$550 in aggregate)</td> <td>Interactive Programs comprised of 10 or fewer sessions in the aggregate shall not be subject to the foregoing additional compensation.</td> </tr> <tr> <td>7 Sessions, \$150 Incremental (\$700 in aggregate)</td> <td></td> </tr> <tr> <td>8 Sessions, \$200 Incremental (\$900 in aggregate)</td> <td></td> </tr> <tr> <td>9 Sessions or more, \$0 (\$900 in aggregate)</td> <td></td> </tr> </table>	1 Session, \$0 Incremental	Such additional compensation shall be paid 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.	2 Sessions, \$50 Incremental (\$50 in aggregate)		3 Sessions, \$100 Incremental (\$150 in aggregate)		4 Sessions, \$100 Incremental (\$250 in aggregate)		5 Sessions, \$150 Incremental (\$400 in aggregate)		6 Sessions, \$150 Incremental (\$550 in aggregate)	Interactive Programs comprised of 10 or fewer sessions in the aggregate shall not be subject to the foregoing additional compensation.	7 Sessions, \$150 Incremental (\$700 in aggregate)		8 Sessions, \$200 Incremental (\$900 in aggregate)		9 Sessions or more, \$0 (\$900 in aggregate)		Proposed two options: Option A: Principal Performers may be engaged with no prepayment of <i>contingent compensation</i> , 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 upon 25% of scale for each session worked by the Performer, up to a maximum of 4 sessions (100% scale). Option B: Deemed a prepayment of Option A money. Structure is similar to Companies' proposal but includes an additional \$50 at "1 Session" level (aggregate capped at \$950) and payment to be made at the same time as the session payment. Agreed that Interactive Programs comprised of 10 or fewer sessions in the aggregate shall not be subject to the foregoing additional compensation.
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PENSION AND HEALTH CONTRIBUTIONS	Proposed a 0.5% increase and specific contractual language concerning SAG Pension and Health Plans	Proposed a 0.5% increase, but revised contractual language re specific contractual language	Agreement on 0.5% increase ; proposed parties work with ERISA counsel to reach agreement on specific contractual language																	
VOCAL STRESS	Companies' proposed: Split Session: If Company reasonably believes that a session may be vocally challenging for a 4-hour session, it may be scheduled in advance as 2 two-hour portions; the second two-hour portion shall be within 5 business days of the first. New Off-Camera Rate: if a Performer is booked with three performers or more for recording at the same session, each may be hired or a session of 6 hours at a rate of \$1000 for the day, in order to rotate vocally stressful work. Increased Cooperation / Cooperative Committee: Parties agree to more proactive cooperation in the establishment of "best practices" Savings Clause: Parties to reopen agreement in the event Cal-OSHA rules on vocal stress	Union responded as follows: Split Session: Union rejects proposal. New Off-Camera Rate: revises language to be consistent with existing rates and sessions already allowed under expired IMA Increased Cooperation/Cooperative Committee: <i>Agreed</i> Savings Clause: <i>Agreed</i> <i>Withdrew</i> Union proposal #7 Vocally Stressful Sessions requiring such sessions to be no longer than 2 hours but paid at the 4-hour rate.	Companies responded as follows: Split Session: In light of Union's rejection of this proposal, <i>Companies withdrew</i> . New Off-Camera Rate: in light of Union's rejection of this proposal, <i>Companies withdrew</i> . Increased Cooperation / Cooperative Committee: <i>Agreed</i> Savings Clause: <i>Agreed</i>																	
STUNT COORDINATION	Existing IMA already provided for a Stunt Coordinator to be on site for sessions that include stunts.	Revised its Discussion Item by referring the issue of stunt coordination to a Cooperative Committee	Companies <i>agreed and committed to continue their past safety practices</i>																	
TRANSPARENCY [AT TIME OF BOOKING]	Existing IMA already provided for a "full and forthright description of the role to be played...such description should include the length of the Performer's role, use of unusual terminology, whether memorization is required and whether cue cards or other prompting devices will be used." Responded to Union's proposal for additional information regarding the Interactive Program and committed to provide the following additional data points (to the extent known at the time of booking): <ul style="list-style-type: none"> • the description of genre of the Interactive Program (as (1) fighting/shooter/RPG, (2) Simulation/Racing/Sports, or (3) Puzzle/Casual/Kids & Family/Strategy); • use of profanity, content of sexual or violent nature, racial slurs, and • whether stunts will be required 	In addition to Companies' proposal, Union reasserted desire to receive notice of the title of the program at time of booking and allowance for performers and agents to be placed under Non-Disclosure Agreements.	Enhanced Companies proposal by agreeing to additionally provide whether role is being reprised and project code name. Disclosure now includes: 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.																	
LIMITED INTEGRATION	Addressed the <i>de minimis</i> use of existing "Integration" buy-out, by proposing a "Limited Integration" buy-out: Company may elect to utilize a "Limited Integration" buy-out of a Performer's work in any other program as follows: <ul style="list-style-type: none"> • for each 300 lines bought out, the payment shall be the then current applicable scale rate. For example , if Company buys out 600 lines for Limited Integration, then the payment would be 2 X the then current applicable scale rate. Limited Integration payments are applied to subsequent Integration buyouts.	Revised the Companies Proposal by deleting "300 lines" and replacing it with "session from which a Performer's work is taken." Also proposes that Company must verify the session date of the material to be reused.	Modified Companies' proposal by limiting Limited Integration buy-out to <i>within a particular franchise</i> (i.e., "if Limited Integration is paid, the material may be used in any or all Programs of a franchise")																	
MOST FAVORED NATIONS ("MFN")		Proposed removing MFN in IMA	Rejected proposal to removal of the MFN in IMA																	
CLEARANCES	Requested 24-hours response and acknowledgement that failure to respond grants clearance	Modified Companies' proposal: instead of 24 hours, 1 business day provided Producer utilizes the mutually agreed upon electronic clearance system (currently in development)	Accepted Union proposal subject to the mutual agreement of the parties regarding the currently-in-development electronic clearance system.																	

Union and Companies withdrew their respective proposals in other areas and are in tentative agreement on Length of Contract Term and the Professional Conduct Provisions.

■ Parties mutually aligned
 ■ Parties substantially aligned
 ■ Partial or no alignment