

**COMPANIES'
COMPREHENSIVE REVISED
AND ENHANCED FINAL
PACKAGE PROPOSAL – 10 P.M.**

**Companies' Comprehensive Revised and Enhanced
Final Package Proposal
October 18, 2016 (PM)**

The proposals are made on behalf of each of the participating companies who are bargaining jointly for convenience. These proposals may be supplemented, withdrawn, amended or modified as the companies see fit. No agreement on any particular proposal shall be final until there is an agreement on all the proposals.

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 Schedules 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 within 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 response deadline shall only apply if the Producer utilizes the mutually agreed upon electronic system. The Producer will bargain in good faith over the implementation of the electronic system.) 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 Interactive Program ***of a particular franchise (i.e. if Limited Integration is paid, the material may be used in any or all Programs of a franchise)***. In the event the Company elects such a Limited Integration, for each 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 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.

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. []

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 be made to the AFTRA Health & Retirement Fund 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 at the time of booking. **To the extent known at the time of the booking, such description should include the code name of the project, whether the actor is being asked to reprise a role from a prior game, 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. 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 response to SAG-AFTRA rejection-withdrawn

Add New Off-Camera Engagement Type and Rate:

Withdrawn pursuant to SAG-AFTRA mutual agreement

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. The issue regarding the requirement for qualified individuals being present on set for planning, set up and performance of stunts shall be referred to the Cooperative Committee.

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

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. Additional Compensation

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</i>	<i>\$0.00</i>
<i>2 Sessions</i>	<i>\$50.00</i>	<i>\$50.00</i>
<i>3 Sessions</i>	<i>\$100.00</i>	<i>\$150.00</i>
<i>4 Sessions</i>	<i>\$100.00</i>	<i>\$250.00</i>
<i>5 Sessions</i>	<i>\$150.00</i>	<i>\$400.00</i>
<i>6 Sessions</i>	<i>\$150.00</i>	<i>\$550.00</i>
<i>7 Sessions</i>	<i>\$150.00</i>	<i>\$700.00</i>
<i>8 Sessions</i>	<i>\$250.00</i>	<i>\$950.00</i>
<i>9 Sessions or more</i>	<i>\$0.00</i>	<i>\$950.00</i>

This Additional Compensation payment 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.

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.

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