

# **SUMMARY OF THE AGREEMENT FOR THE 2011 AFTRA EXHIBIT A TO THE NETWORK TELEVISION CODE AND THE 2011 SCREEN ACTORS GUILD BASIC AND TELEVISION AGREEMENTS**

**The following summary is not final contract language.**

## **TERM OF THE AGREEMENT**

The term of the agreement shall be for three (3) years, commencing on July 1, 2011, and terminating on June 30, 2014.

## **MINIMUM WAGES**

All minimum wage rates shall increase by 2% effective July 1, 2011, by an additional 2% effective July 1, 2012, and by an additional 2% effective July 1, 2013.

## **PENSION AND HEALTH/HEALTH AND RETIREMENT**

- A. The total contribution on rate to the AFTRA Health and Retirement Funds shall increase by 1.5% for television motion pictures, the principal photography of which commences on or after July 1, 2011, bringing the total contribution rate to 16.5%. (*In addition, the Producers' contributions of .3% to the AFTRA I.C.F. will continue.*)
  - 1. The allocation on of the increase shall be determined by the AFTRA Health and Retirement Funds Board of Directors.
  - 2. The contribution rate shall remain at 13.5% for home video residuals.
- B. Sideletter K: The contribution rate for pilots and presentations, and the first two seasons for one-hour series under Sideletter K will increase by 1.5%, bringing the total contribution to 15%. However, the current Sideletter K contribution rate of 13.5% shall continue to apply for the first two seasons of one-hour series based upon a pilot or presentation on the principal photography of which commences prior to July 1, 2011. The sunset clause of Sideletter K will be eliminated.

## **BACKGROUND ACTORS**

- A. Schedule X-I: Western Background Actors Zones (Los Angeles, San Diego, San Francisco, Sacramento, Las Vegas and Hawaii)  
The daily number of covered background actors shall increase from 20 to 21 per day, effective July 1, 2011:
- B. Schedule X-II: Transportation After Night Work (New York Background Actors)  
Amend the current provision to add an additional drop-off point, so that any Background Actor required to work at night and not dismissed by 9:30 p.m. shall be provided transportation by the Producer to the original pick-up point as well as to one of the three designated drop-off points (Grand Central Station ("Terminal"), Penn Station, and Port Authority). Work time shall end at the first drop-off point for all Background Actors, regardless of the point at which the Background Actor is actually dropped off.

## **MAJOR ROLE PERFORMERS**

The Major Role provisions shall apply to the second and subsequent seasons of new scripted dramatic series made for Pay Television, the principal photography for the first season of which commences on or after July 1, 2011. *(Currently, Major Role Minimum applies only to ABC, CBS, NBC, Fox, and the CW. This will be the first time that Major Role Minimum provisions are extended to dramatic programs made directly for Pay TV services such as HBO, Showtime, Starz, etc.)*

## **SCHEDULE BREAKS**

For performer contracts entered into on or after July 1, 2011, the weekly guaranteed salary schedule break shall be increased as follows:

- A. Schedules B and C:  
Television: from \$4,650 to \$4,800 per week
- B. Schedules D, E, F, G-II, H-II, H-III  
Television: from \$4,400 to \$4,650 per week

## **MONEY BREAKS**

- A. Advance Payment of Television Residuals
  - 1. For performer contracts entered into on or after July 1, 2011, the money break for advance payment of residuals for network prime time reruns shall increase as follows:
    - a. ½-hour programs: from \$7,000 per week or per episode to \$8,000 per week or per episode
    - b. 1-hour programs: from \$10,000 per week or per episode to \$11,000 per week or per episode
  - 2. For performer contracts entered into on or after July 1, 2011, the money breaks for all other residual purposes shall increase from \$7,000 to \$8,000 per week or per episode.
- B. Trailer Money Break  
The trailer money break in the Television Agreement shall increase from \$3,000 or more per week to \$3,250 or more per week with respect to performer contracts entered into on or after July 1, 2011.

## **PROGRAMS MADE FOR NEW MEDIA**

- A. The definition of "covered performer" shall be expanded to include any individual who has previously been employed as a principal performer under a SAG or AFTRA contract and who is engaged as a principal performer in the Made for New Media program. *(Any low budget Made for New Media program that would otherwise be considered "experimental" must be covered under a union agreement as an "Original Made for New Media" program if it employs any "covered performer." This change adds another category to the existing definition of "covered performer," thereby expanding opportunities for union coverage of lower budget Made for New Media programs.)*
- B. The following provisions of the Basic Agreement shall be added to the Made for New Media Sideletter:

- a. Project Information Notice
- b. Overwithholding
- c. Payroll and Unemployment Insurance Information
- d. Union Article and Bylaws
- e. Rules of Construction
- f. Nudity
- g. Background Actors: Sanitary Provisions (not subject to grievance and arbitration)

*(These new provisions add some of the basic boiler plate protections that apply to work in traditional media to the terms applicable to performers working in programs made directly for new media. The added provisions conform the Made for New Media Sideletter of each union to include comparable provisions.)*

## **DANCERS**

The compensation payable to a dancer for a hazardous activity shall be increased from \$85 to \$100 per day, with a minimum of \$125 (increased from \$110) if only one day's services are rendered.

## **POLICY OF NON-DISCRIMINATION AND DIVERSITY**

### **A. Casting Performers with Disabilities**

The following paragraph shall be added to the Basic and Television Agreements:

"The parties agree to create a Task Force comprised of Producers' representatives, including casting executives and labor relations executives, performers with disabilities and senior level union staff representatives, to develop ways to: (a) promote awareness of the available resources at AFTRA, SAG and other advocacy groups to search for and recruit performers with disabilities for auditions for both descript and non-descript roles; and (b) improve access to casting opportunities for performers with disabilities."

The Task Force shall meet within 120 days of July 1, 2011, and semi-annually thereafter.

### **B. Non-Discrimination Policy**

"Gender identity" shall be added to the Non-Discrimination Policy, as follows:

"The parties hereto reaffirm their commitment: (a) to a policy of non-discrimination and fair employment in connection with the engagement and treatment of performers on the basis of sex, race, color, creed, national origin, age, marital status, disability, sexual orientation or gender identity, in accordance with applicable state and federal law; and (b) to continue the active promotion of diversity, as set forth herein, in all categories of employment covered by this agreement."

### **C. Script Breakdowns**

The following amended statement shall be included in script breakdowns:

"Producer is committed to diverse, inclusive casting. Submissions for non-descript roles will be accepted for all performers, regardless of age, sex, ethnicity, disability, race, color, national origin, sexual orientation or gender identity."

D. Sides for Visually Impaired Performers

The parties shall explore ways for visually-impaired performers to receive sides on a timely basis to enable them to participate in the audition process.

### **STUNT COORDINATORS**

Exhibit A shall be amended to provide that Stunt Coordinators employed on television programs shall participate in revenue-based residual payments with respect to television programs, the principal photography of which commences on or after July 1, 2011. *(This change conforms the AFTRA agreement to the comparable provision in the SAG agreement.)*

### **EXPANSION OF LOS ANGELES STUDIO ZONE**

The following locations shall be added to the defined on of Los Angeles Studio Zone: Agua Dulce, Castaic (including Lake Castaic), Leo Carrillo State Beach, Moorpark, Ontario Airport, Piru and Pomona (including the Los Angeles County Fairgrounds).

Should the reporting site at any of the above locations be more than 4 miles outside the 30-mile Studio Zone, the Producer shall provide overnight hotel accommodations upon the reasonable request of any performer or background actor working at the location.

### **10-MILE LOS ANGELES REPORTING ZONE**

The 10-Mile Los Angeles reporting zone shall now apply to half-hour and long-form television programs and series as well as to those productions currently provided for in the Agreements, including one-hour series pilots, half-hour pilots and theatrical motion pictures. *(This provision already applies to theatrical motion pictures and one-hour television programs. The change brings half-hour and long-form TV programs into conformity.)*

### **SIDELETTER RE: NEW MEDIA REUSE**

A. Use of Promotional Clips in New Media on “Consumer Pay” Platforms

The Sideletter Re: New Media Reuse shall be amended to allow for reuse of excerpts on consumer-pay platforms without pay for four specific categories of reuse presently defined as “promotional” when used on ad-supported streaming platforms. This provision shall not apply to the outright sale of clips. (The current sideletter defines six forms of promotional use in ad-supported streaming platforms. This would apply four of those six forms to consumer-pay platforms.)

B. Expedited Consent Process for Reuse of Photography and Sound Track

The parties have agreed to form a committee to finalize a streamlined and expedited process for obtaining the consent of performers for non-promotional use in New Media of photography or sound track from library product. *(This is a renewal of the agreement made in 2008 and 2009, as the committee was unable to meet prior to September of 2010.)*

C. New Media Inspections

New Media inspections shall now take place on a semi-annual basis, rather than quarterly.

D. New Media Reporting

The Sideletter shall provide that the Unions meet with each Producer separately to discuss and agree upon a method of making available to the Unions the required reporting information set forth in the Sideletter.

## **AIRLINE TRAVEL**

A. Business Class Travel

The Agreements shall be modified to require business class travel. When business class is not available, first class shall be provided. Business class travel may be provided only if no other employee of the Producer who is represented by a guild or union is furnished a higher class of transportation the same flight by reason of the minimum terms of the collective bargaining agreement under which that person is employed.

B. Coach Class Travel

1. Coach class travel may be provided on domestic flights of less than 1000 airline miles, on non-stop flights only, measured from the departure point to the final destination point, under the following terms:

- a. Elevated coach class travel will be provided where available (e.g., Economy Plus or extended leg room).
- b. Producer shall reimburse performer for baggage fees and in-flight meals upon timely submission of appropriate receipts. Timely submission shall mean within 30 days of the flight.

2. Toronto and Vancouver

- a. Travel by coach between Toronto and a city in the U.S. less than 1000 airline miles away shall be permissible.
- b. Travel by coach between Vancouver and a city in the U.S. less than 1000 airline miles away shall be permissible.
- c. Travel by coach between Los Angeles and Vancouver shall be permissible.

3. Coach class travel may be provided only if no other employee of the Producer who is represented by a guild or union is furnished a higher class of transportation on the same flight by reason of the minimum terms of the collective bargaining agreement which that person is employed.

## **THE CW SUPPLEMENT**

A. The name of the WB/UPN Supplement to Exhibit A of the AFTRA Network Code shall be changed to the "CW Supplement."

B. In lieu of the case-by-case waiver process presently required for large crowd scenes, an unpublished Sideletter, which sunsets on June 30, 2014, shall provide for a cap on the number of background actors who must be covered under a union contract in large crowd scenes on programs produced under the terms of the CW Supplement. For programs based in New York, for the area within a radius of three

hundred (300) air miles from the center of Columbus Circle, there will be a cap of 50 covered background actors who appear in large crowd scenes. In all other areas, the cap shall be 40 covered background actors.

*(The unions have traditionally granted waivers for CW programming on a case-by-case basis for large crowd scenes. Temporarily replacing the waiver process with a fixed cap that is comparable to the waivers that have been granted in the past will provide consistency during the term of the agreement for both production and the unions. This sideletter will automatically expire June 30, 2014.)*

- C. The AFTRA logo shall appear on series produced under the terms of the CW Supplement which utilize the unpublished sideletter for new episodes the principal photography of which commences on or after July 1, 2011.

### **RENEWAL OF EXPIRING CLAUSES**

- A. The following provisions in the Codified Basic Agreement shall be renewed and will sunset on June 30, 2014:
  - 1. Schedule A, Sec<sup>2</sup> on 32.F.(2) (Travel Time, Rules and Definitions, Studio Zone (New York))
  - 2. Schedule B, Sec<sup>2</sup> on 44.B.(2) (Travel Time, Studio Zone (New York))
  - 3. Schedule C, Sec<sup>2</sup> on 41.B.(2) (Travel Time, Studio Zone (New York))
  - 4. Schedule E, Sec<sup>2</sup> on 32.B.(2) (Travel Time, Studio Zone (New York))
  - 5. Schedule K, Part I, Sec<sup>2</sup> on 22.E.(2) (Travel Time-Rules and Definitions, Studio Zone (New York))
  - 6. Schedule K, Part II, Sec<sup>2</sup> on 27.B.(2) (Travel Time, Studio Zone (New York))
  - 7. Sideletter Re Exhibit on of Motion Pictures Transmitted Via New Media (subject to the modifications above)
  - 8. Sideletter Re Programs Made for New Media (subject to the modifications above)
  
- B. The following provisions in the Television Agreement shall be renewed and will sunset on June 30, 2014:
  - 1. Section 19(c)(5) (Additional Compensation For Theatrical Rights-Special Residual Provisions for Long-Form Television Motion Pictures) Sideletter B-2 (Sideletter to Section 18(b)(2)c)-Experiment in Syndication of Half-Hour Series in Markets Representing 50% or fewer of U.S. Television Households)
  - 2. Sideletter Re Exhibition of Motion Pictures Transmitted Via New Media (subject to the modifications above)
  - 3. Sideletter Re Programs Made for New Media (subject to the modifications above)

### **PROGRAM INTERRUPTIONS**

- A. Amend Paragraph 9, Section 18(b) of the Television Agreement by changing the reference of “broadcast facilities” to “program transmission facilities” to provide that if a substantial portion of a program is interrupted by failure or breakdown of program transmission facilities, then the program may be re-exhibited on the service on which the exhibition was interrupted within 30 days following the interrupted exhibition, without additional residual payments to performers in the program.
  
- B. The sunset clause of the above provision shall be eliminated, making it a permanent section of the Television Agreement.