



**SUMMARY OF THE TENTATIVE AGREEMENT FOR THE  
2009 SCREEN ACTORS GUILD BASIC AND TELEVISION AGREEMENTS**

A description of the tentative agreement for the new 2009 SAG Basic and Television Agreements is outlined below. A reference to the current contract rates has been included for the purpose of comparison.

**TERM OF THE AGREEMENT**

The term of the agreement shall commence on the date of notice by SAG to the AMPTP of ratification (“the date of ratification”) and shall terminate on June 30, 2011.

**INCREASES IN WAGES**

All principal performers and background actors’ rates will increase **3%** effective upon ratification and **3.5%** effective one year from ratification. Sample rates will be as follows:

***Principal Performers***

	Current	Effective Upon Ratification	Effective One Year from Ratification
Day Performer	\$759	\$782	\$809
Weekly Performer	\$2,634	\$2,713	\$2,808
Weekly Stunt Performer	\$2,828	\$2,913	\$3,015

***Background Actors***

	Current	Effective Upon Ratification	Effective One Year from Ratification
General Background Actor	\$130	\$134	\$139
Special Ability Background Actor	\$140	\$144	\$149
Stand In	\$145	\$149	\$154

**INCREASE IN SAG COVERED BACKGROUND ACTORS NUMBERS**

Covered Background Actors numbers will be increased in Schedule X, Part I, as follows:

	Current	Effective Upon Ratification	Effective One Year from Ratification
Television	19 excluding one stand-in	20 excluding one stand-in	
Theatrical	50	53	55

### **BACKGROUND ACTOR ZONES**

The Las Vegas Zone will be redefined to cover the area within a fifteen (15) mile radius of the Clark County Courthouse.

### **INCREASE IN MAJOR ROLE PERFORMERS WAGES**

Effective upon ratification, the multiplier for the “Major Role” performer rate will be increased from 7.5% to **10%**. New minimum “Major Role” performer rates will be as follows:

	Current	Effective Upon Ratification	Effective One Year from Ratification
1/2 hour Program	\$4,080	\$4,301	\$4,450
1 hour Program	\$6,527	\$6,882	\$7,119

### **INCREASE IN PENSION CONTRIBUTIONS**

The contribution rate to the Pension Plan will be increased by **.5%** effective upon ratification.

### **INCREASE IN NETWORK PRIMETIME SERIES RERUN CEILINGS**

The ceilings for residuals will be increased by **2.5%** effective upon ratification and **2.5%** effective two years from ratification. Principal performers will be paid 100% of their total actual compensation for each network prime time rerun, subject to the following ceilings:

Program Length	Current	Effective Upon Ratification	Effective Two Years from Ratification
1/2 hour	\$2,311	\$2,369	\$2,428
1 hour	\$3,290	\$3,372	\$3,456
2 hour	\$3,541	\$3,630	\$3,721

### **SCHEDULE BREAKS**

The guaranteed weekly salary threshold for Schedule B and C principal performers employed on theatrical motion pictures will be increased from \$5,500 to **\$6,000** per week effective one year from ratification.

The guaranteed weekly salary threshold for Schedule B and C performers employed on television motion pictures will be increased from \$4,400 to **\$4,650** per week effective one year from ratification.

### **MONEY BREAKS**

The trailer money break figure in the Television Agreement will increase from \$2,500 or more per week to **\$3,000** or more per week, effective one year from ratification.

The overtime money break for three-day performers will increase from \$2,700 to **\$3,000**, effective one year from ratification.

## **DANCERS**

Effective upon ratification, the compensation payable to a dancer for hazardous activity will increase to **\$85** per day (up from \$80 per day), with a minimum of **\$110** (up from \$100) if only one (1) day's services is rendered.

In addition, the following work will be added to the list that could meet the definition of hazardous activity: "dancing on stony and hard surfaces, such as, but not limited to, concrete, asphalt, gravel, marble, tile or sand, as well as dancing on raked stages, elevated platforms and staircases. "

## **STUNT COORDINATORS**

### A. Residual Payments:

For the first time, stunt coordinators employed on television motion pictures will now participate in revenue-based residual payments with respect to television motion pictures, the principal photography of which commences on or after the date of ratification.

### B. Rest Period:

The rest period for Stunt Coordinators under Schedule K, Parts I, II and III will remain at nine (9) hours and the sunset clauses applicable to these provisions will be eliminated, thereby making this rest period a permanent provision in the contract.

## **INTERNATIONAL STANDARD AUDIOVISUAL NUMBER ("ISAN")**

A provision will be added to the Basic Agreement and the Television Agreement as follows:

"Producer shall submit to the Guild, for motion pictures produced under this Agreement, the International Standard Audiovisual Number ("ISAN"), if any, when known by the Producer."

## **COMMITTEE ON ALTERNATIVE DIGITAL BROADCAST CHANNELS**

A new Sideletter will be added to the TV Agreement to read as follows:

"During the negotiation of the 2009 SAG Codified Basic Agreement and 2009 SAG Television Agreement, the parties discussed their concerns regarding the reuse of television motion pictures on alternative digital broadcast and cable channels. Following negotiations, the parties will establish an Alternative Digital Broadcast and Cable Channel Committee to address issues related to the reuse of television motion pictures on alternative digital broadcast and cable channels. "

## **CASTING PERFORMERS WITH DISABILITIES**

A. A new Sideletter will be added to the Basic and TV Agreements as follows:

“The parties agree that, in an effort to increase the visibility and employment opportunities for all types of roles for performers with disabilities, they will meet within 90 days after ratification to create an industry-wide biennial showcase designed specifically for performers with disabilities. The initial meeting to discuss these showcases will include labor relations executives or their designees.

“The parties to this Agreement further agree to commit senior level executives who are directly responsible for hiring to attend and participate in the development and implementation of each showcase. The cost of showcases shall be shared equally by the parties.

“The showcases will include an educational component consisting of communication skills, auditioning, and other issues unique to these performers as well as discussions regarding employment opportunities.

“The parties shall conduct such showcases jointly with representatives of the American Federation of Television and Radio Artists. The parties agree to recommend funding for same from the AFTRA AICF and the SAG IACF.

“Should a Producer fail to have a representative present at such showcase, the Union may require a meeting with representatives of such Producer to discuss employment opportunities for performers with disabilities.”

B. An additional new Sideletter will be added to the Basic Agreement and Television Agreement as follows:

“In accordance with the agreement reached in 2005, the parties met to formulate a letter seeking an opinion from the General Counsel of the Equal Employment Opportunity Commission and from those agencies responsible for administering disability discrimination laws in major production centers with regard to the legality of compiling employment data on performers with obvious physical impairments. Due to the inability to reach agreement on language for said letter, each party now reserves its right to seek independently an opinion from the aforementioned agencies, if it so chooses. In the event that either party elects to seek an opinion from any of the aforementioned agencies, it shall simultaneously transmit to the other party a copy of the letter(s) sent to said agency or agencies.”

## **WARM-UP PERFORMERS**

For the first time, the parties have agreed to recommend to the Trustees of the Pension and Health Plans that, if a warm-up performer and the Producer reach agreement upon terms that provide for the submission of pension and health contributions to the SAG Plans on behalf of the warm-up performer, the Plans shall accept said contributions, provided that the contributions are based on the compensation paid for services as a warm-up performer and are subject to the applicable cap provided in the TV agreement, and provided further that contributions are not being made to another plan on behalf of such warm-up performer based on employment on the same project.

## **PROMOTIONAL LAUNCH**

The promotional launch provisions of the Television Agreement will be amended to apply to the CW and My Network TV.

## **REUSE OF PHOTOGRAPHY OR SOUND TRACK**

Sections 18.A.(5) and Section 22.J of the General Provisions of the Basic Agreement will be amended by replacing the references to “four hundred (400) feet of 35mm film containing not less than two (2) scenes or two hundred (200) feet of 35mm film containing one (1) scene or the equivalent in running time if another recording medium is used” with “ten (10) minutes containing one (1) or more scenes” for theatrical motion pictures.

Sections 35(i) and 36(i) of the Television Agreement will be amended by replacing the references to “four hundred (400) feet of 35mm film containing not less than two (2) scenes or two hundred (200) feet of 35mm film containing one (1) scene or the equivalent in running time if another recording medium [or 16mm film] is used” with “five (5) minutes containing one (1) or more scenes” for television motion pictures less than ninety (90) minutes in length and with “ten (10) minutes containing one (1) or more scenes” for television motion pictures 90 minutes or more in length and for motion pictures made for the home video market.

The penultimate sentence in the third paragraph of Section 36(a) of the Television Agreement will be amended to read as follows:

“In addition, Producer shall have the right to use photography or sound track for the purpose of recapping the story to date upon payment of the day performer rate to each performer appearing or heard in such photography or sound track who would otherwise be entitled to negotiate or to payment under the provisions of this Section 36, provided that the photography or sound track is used in the same season in which the performer is employed or in the season immediately following the season in which the performer was employed and, provided further, that the recap shall not exceed ninety (90) seconds in length when used in a program less than sixty (60) minutes in length, or exceed three (3) minutes in length when used in a program sixty (60) minutes or more in total length.”

## **LATE PAYMENTS**

The late payment provisions in the Basic and TV Agreements will be amended to provide that late payments are not required if the performer or background actor fails to provide the Producer with completed forms and documentation required for employment and/or payment (i.e., I-9s, vouchers, W-4s or start paperwork indicating the correct name, address, Social Security Number or tax identification number (for loan-outs) of the performer or background actor), provided that the Producer supplies the forms to the performer and makes reasonable efforts to collect those forms by notifying the performer that forms are incomplete or missing.

## **THE CW**

All references to “the UPN or the WB Television Network, “UPN and The WB Television Network” and “The WB or UPN” in the Television Agreement shall now be amended to read “The CW”.

## **RENEWAL OF EXPIRING CLAUSES**

A. The following provisions in the Basic Agreement will be renewed:

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|-----|--|---|
| (1) | Schedule A, Section 32.F.(2) :         | Travel Time - Rules and Definitions, Studio Zone (New York) |
| (2) | Schedule B, Section 44.B.(2) :         | Travel Time, Studio Zone (New York)                         |
| (3) | Schedule C, Section 41.B.(2) :         | Travel Time, Studio Zone (New York)                         |
| (4) | Schedule E, Section 32.B.(2) :         | Travel Time, Studio Zone (New York)                         |
| (5) | Schedule K, Part I, Section 22.E.(2):  | Travel Time – Rules and Definitions, Studio Zone (New York) |
| (6) | Schedule K, Part II, Section 27.B.(2): | Travel Time – Rules and Definitions, Studio Zone (New York) |

B. The following provisions in the SAG Television Agreement will be amended so that they will sunset on June 30, 2011:

- |    |                         |   |
|----|-------------------------|---|
| 1) | <u>Section 19(c)(5)</u> | Additional Compensation For Theatrical Rights-Special Residual Provisions for Long-Form Television Motion Pictures                                  |
| 2) | <u>Sideletter B-1</u>   | Waiver re Domestic Free Television Residuals for Long-Form Television Motion Pictures   |
| 3) | <u>Sideletter B-2</u>   | 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 |
| 4) | <u>Sideletter K</u>     | Special Conditions for Pilots, Presentations and New Series   |

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## **PROGRAMS MADE FOR NEW MEDIA**

The new sideletter covers derivative and original entertainment programs made for the internet, mobile devices and any new media platform known as of the date of ratification of the new Agreement.

1. A derivative new media production is a production made for new media (“MFNM”) based on an existing motion picture that was produced for “traditional” media under a SAG agreement.
2. An original new media production is a MFNM production which is not derivative, and which either:
  - a. Has an actual cost of production that exceeds any of the following thresholds: \$15,000 per minute, \$300,000 per single MFNM production and \$500,000 per MFNM series, or;
  - b. Employs a “covered performer.”
3. A “covered performer” is an individual who has been employed pursuant the terms of a collective bargaining agreement covering his or her employment as a performer and who meets any of the following criteria:
  - has at least two (2) television (including free television, pay television, basic cable or direct-to-video) or theatrical credits;
  - has at least two (2) credits in a professional stage play presented on Broadway, off Broadway (as that term is understood in the live theater industry), under the LORT, COST or CORST contracts or as part of an Equity national tour;
  - has been employed as a performer on an audio book; or
  - has been employed as a principal performer, announcer, singer or dancer in a national television or radio commercial, interactive game or non-broadcast/industrial production.
  - The Producer shall be entitled to rely on the representation of the performer as to whether he or she meets the definition of a “covered performer.”
4. An “Experimental MFNM Production” is an Original MFNM production that has actual costs below the thresholds in paragraph 2.a. above and does not employ a “covered performer” per paragraph 3. above. Union coverage shall be at the Producer’s option for Experimental MFNM Productions.
5. Terms and conditions for derivative and original MFNM productions include:
  - a. Coverage for all performers, singers, stunt performers, stunt coordinators, airplane and helicopter pilots, dancers, puppeteers and body doubles.
  - b. Coverage for the first 10 background actors employed each day in any SAG background actor zone.
  - c. Initial compensation is negotiable.

- d. Terms of employment for work on a derivative MFNM production must be set forth in a stand-alone agreement or separately stated in the performer's contract for "traditional media".
  - e. Additional terms provide for meal periods, overtime and turnaround for performers and background actors who work for the same producer on both the "traditional" media production and derivative MFNM production on the same day.
  - f. Performers shall receive credit on derivative and original MFNM productions if any other person on the production receives credit.
6. The following provisions of the SAG Basic and Television Agreements shall apply to performers employed in derivative and original MFNM productions:

General Provisions, Codified Basic Agreement, Section 1, *"Recognition and Scope of Agreement"*

General Provisions, Codified Basic Agreement, Section 2, *"Union Security,"* but excluding subsection F

General Provisions, Codified Basic Agreement, Section 3, *"Strikes"*

General Provisions, Codified Basic Agreement, Section 26A, and D only, *"Policy of Non-Discrimination and Diversity"*

General Provisions, Codified Basic Agreement, Section 37, *"Union's Articles and By-Laws"*

General Provisions, Codified Basic Agreement, Section 41.C, *"Rules of Construction"*

General Provisions, Codified Basic Agreement, Section 43, *"Nudity"*

Section 22, Television Agreement, *"Pension and Health Plans"*

Section 27(b), Television Agreement, *"Late Payments"*

Section 27(c), Television Agreement, *"Overwithholding"*

Section 27(d), Television Agreement, *"Payroll and Unemployment Insurance Information"*

Section 50, Television Agreement, *"Arbitration"*

7. The following provisions of the SAG Basic and Television Agreements shall apply to covered background actors employed on derivative and original MFNM productions:

Schedule X, Part I, Section I(a), (b), (d), (e) and (f), *"Scope of Schedule and Recognition"* and Schedule X, Part II, Section 1.A, B., C., E. and F., *"Scope of Schedule"*

Schedule X, Part I, Section 2, "*Union Security*" and Schedule X, Part II, Section 2. "*Union Security*," but excluding the penultimate paragraph of each Section

General Provisions, Codified Basic Agreement, Section 3, "*Strikes*"

Section 22, Television Agreement "*Pension and Health Plans*"

Schedule X, Part I, and Schedule X, Part II, Section 17, "*Nudity*"

Schedule X, Part I, Section 44(a) and (i) only, "*Policy of Non-Discrimination and Diversity*" and Schedule X, Part II Section 45. A. and I. only, "*Policy of Non-Discrimination and Diversity*"

Schedule X, Part I, Section 46, "*Payment Requirements*" and Schedule X, Part II, Section 47, "*Payment Requirements.*"

Schedule X, Part I Section 54, "*Statute of Limitations*," (but excluding the parenthetical in the second sentence of subparagraph (a) and the last two sentences of that subparagraph); and Schedule X, Part I Section 55, "*Grievance Procedure*" and Schedule X, Part II, Section 55, "*Grievance Procedure*" (but excluding the parenthetical in the second sentence of subparagraph (a) and the last two sentences of that subparagraph).

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8. Reuse of MFNM Productions: The following payments shall be due when a MFNM production is reused in New Media platforms:

	<u>Derivative</u>	<u>Original</u>
What initial compensation covers:	<p>13 weeks: free to consumer streaming</p> <p>26 weeks: use on consumer pay platforms</p>	<p>13 weeks: free to consumer streaming</p> <p>26 weeks: Consumer pay platforms</p>
Residuals for streaming beyond initial 13 weeks	<p>Fixed residual for each 26 week period in the first year after the end of the streaming window:</p> <ul style="list-style-type: none"> <li>• \$20 (for programs up to 10 minutes)</li> <li>• \$25 (for programs more than 10 minutes)</li> </ul> <p>6% of distributor’s gross receipts (“DGR”) thereafter.</p>	
Residuals for use on consumer pay platforms beyond initial 26 weeks	3.6% of DGR	<p>For original MFNM productions with actual costs of \$25,000 per minute or more:</p> <p>3.6% of DGR</p>

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9. Use of MFNM Productions in “Traditional” Media:

Residuals shall be paid for the use of derivative and original MFNM productions in traditional media as a use under the existing SAG Television Agreement formulas:

a. Reruns on free Television:

- For MFNM productions of thirty (30) minutes or less in length, residuals payments shall be based on the network primetime rerun ceiling for a half-hour program, prorated in five(5) minute increments if less than thirty minutes.
- For MFNM productions of more than thirty (30) minutes in length, the ceiling will be adjusted upward as provided in the existing “supersized episode” sideletter.

b. Use on Pay Television:

3.6% of DGR

c. Use on Basic Cable Television:

6% of DGR

d. Use in home video:

4.5% of 20% of DGR – first \$1 Million

5.4% of 20% of DGR thereafter.

10. If a MFNM production is never released in New Media and is instead exhibited in traditional media, the performers and background actors employed in the MFNM production shall be paid the difference, if any, between what was paid for the MFNM production and the rates in the Basic or Television Agreement, as applicable.
11. The Made for New Media sideletter shall “sunset” upon the expiration of the agreement.

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## **REUSE OF THEATRICAL AND TELEVISION MOTION PICTURES IN NEW MEDIA**

A new sideletter will provide for the following residuals for exhibition of motion pictures transmitted via New Media:

	<b>Theatrical Motion Pictures produced on or after July 1, 1971</b>	<b>Television Motion Pictures produced on or after July 20, 1952</b>
<u>If consumer pays:</u>  License for limited period or fixed number of exhibitions (download to rent)	3.6% of DGR	3.6% of DGR
Paid Permanent Downloads (Electronic Sell-Through or "EST")	<ul style="list-style-type: none"> <li>• 5.4% of 20% of DGR for the first 50,000 units</li> <li>• 9.75% of 20% of DGR thereafter</li> </ul>	<ul style="list-style-type: none"> <li>• 5.4% of 20% of DGR for the first 100,000 units</li> <li>• 10.5% of 20% of DGR thereafter</li> </ul>
<u>If consumer does not pay:</u> ("streaming")	3.6% of DGR for all theatrical motion pictures (no initial streaming window)	<p><u>For television motion pictures produced during term of agreement:</u></p> <p>Initial streaming window:</p> <ul style="list-style-type: none"> <li>• 24 days for first season of series or MOW</li> <li>• 17 days for second and subsequent seasons of series</li> </ul> <p>Streaming within one year from the end of the initial streaming window:</p> <p>3% (3.5% effective 2 years from ratification) of total applicable minimum ("new media program fee") for each 26 week period.</p> <p>6% of DGR thereafter</p> <p><u>For television motion pictures produced prior to term of agreement, as to which free TV residuals are still payable:</u></p> <p>6% of DGR</p>

## USE OF EXCERPTS IN NEW MEDIA

The New Media Reuse sideletter also has new provisions for use of excerpts of theatrical and television motion pictures in new media:

1. For promotional purposes, the following maximum lengths of excerpts may be used without additional payment or performer consent:
  - a. Television motion pictures (other than MOW): five minutes
  - b. Theatrical motion pictures and MOWs and motion pictures produced for home video market: ten minutes
2. To be considered promotional, the use of excerpts must include one of the following criteria:
  - a. "Tune in" information.
  - b. Promoting a home video release with reference to availability date.
  - c. Promoting a theatrical release with reference to a release date.
  - d. Promoting a New Media exhibition which includes instructions to rent, buy or stream.
  - e. Part of a "viral" promotional campaign.
  - f. Use on social networking sites such as Facebook, You Tube, My Space or Crackle.
3. For use of excerpts in New Media that are not within length and promotional use limitations outlined in paragraphs 1. or 2. above, the following shall apply:

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	<b>Reuse of excerpts in New Media of <u>current product</u> produced during term of agreement</b>	<b>Reuse of excerpts in New Media of <u>library product</u> produced prior to term of agreement</b>
Consent required	<p>May be obtained at time of employment, except for following uses, which must be obtained separately from performer's employment contract:</p> <ul style="list-style-type: none"> <li>• Reuse of nude photography</li> <li>• Reuse of "bloopers"</li> <li>• Reuse in a commercial</li> </ul> <p>No consent required for the use of excerpt during the streaming window of a television motion picture, or during either of the two 26 week periods following the end of the streaming window, if the "new media program fee" is paid for such 26 week use period.</p>	Per current reuse provisions of SAG Basic and Television Agreement, which provide that bargaining shall occur prior to reuse, but performer may not consent to such use at time of original employment.
Payment required for streaming of excerpts	<p><u>Use of excerpts of television motion pictures outside streaming window:</u></p> <p>First year following the end of the streaming window:</p> <p>If the payment of the "new media program fee" for streaming of the entire television motion picture is not otherwise made during the first year after the streaming window, performer shall be paid for non-promotional use of excerpts and use of excerpts in excess of the promotional length limitations, the following fees:</p> <ul style="list-style-type: none"> <li>• Up to two minutes: Lesser of \$30 or the applicable "new media program fee"</li> <li>• In excess of two minutes to four minutes: Lesser of \$80 or the applicable "new media program fee"</li> <li>• In excess of four minutes: The "new media program fee"</li> </ul> <p>6% of DGR thereafter</p> <p><u>Use of excerpts of theatrical motion pictures:</u> 3.6% of DGR</p>	<p><u>Use of excerpts of television motion pictures:</u> 6% of DGR</p> <p><u>Use of excerpts of theatrical motion pictures:</u> 3.6% of DGR</p>
Payment required for use of excerpts on consumer pay platforms, whether to "promote" the picture or series or not	3.6% of DGR	3.6% of DGR

#### AFFILIATED PARTY TRANSACTIONS

When the DGR derived from New Media exploitation is received from a related or affiliated entity, the Union may challenge the fairness of the transaction.

#### AGREEMENTS AND DATA

Producers shall provide unprecedented access to all unredacted license, distribution, and other agreements pertaining to New Media exploitation of covered pictures.

#### NEW MEDIA COMMITTEE: MORATORIUM ON GRIEVANCES AND ARBITRATION CLAIMS

For the first 6 months that this agreement is in effect, claims regarding use of photography or soundtrack in New Media must be referred to a New Media Committee for resolution.

#### SUNSET

The New Media Reuse sideletter shall “sunset” upon the expiration of the term of the agreement.

#### **FORCE MAJEURE**

For performers on series contracts, the force majeure section of the Television Agreement has been amended to provide that a Producer may elect to suspend the performer’s services if a series production is suspended as a result of a force majeure event, but does not have to, and may rely on unlimited time and scope rights, if Producer has bargained for them consistently with the Television Agreement.

The revised section further clarifies that upon such suspension, the performer shall be paid at half salary for up to 5 weeks, and said amount shall not be creditable against compensation due for services rendered after the series production resumes.

At the end of the 5<sup>th</sup> week of suspension, the performer shall have a right to terminate the contract, unless the Producer continues to pay the performer for the remainder, if any, of the weeks of work that would be required to complete the episodes remaining on the performer’s minimum episodic guarantee. Any of these further payments shall be considered an advance against compensation due for services rendered after the suspension period ends.

However, if the performer has already been paid his/her minimum episodic guarantee at the time the suspension begins, the performer shall not have a right to terminate his/her contract, and such performer shall also not be entitled to the initial 5 weeks of payments at half salary as stated above.