

Summary of AMPTP Tentative Agreement re: Series Regular Exclusivity

- I. Effective Date: The changes summarized below go into effect for contracts entered into on or after January 1, 2023 provided that the following two events have occurred. Otherwise, the changes go into effect on the first Sunday after both of these conditions have been met.
 - A. The proposed legislation entitled “California Fair Act” (California Assembly Bill 437) has been withdrawn. SAG-AFTRA further agrees that it will not pursue legislation on the subject of exclusivity prior to the expiration of the successor agreements to the current Codified Basic Agreement and Television Agreement between SAG-AFTRA and the AMPTP.
 - B. SAG-AFTRA has notified the AMPTP that this tentative agreement has been approved.
- II. Exclusivity Money Breaks: Under the current Television Agreement, series regulars making at least \$15,000 per episode or per week on half-hour programs or \$20,000 per episode or per week for one-hour or longer programs may “bargain freely” on the subject of exclusivity. That means that the minimum terms of the collective bargaining agreement, which prevent a series regular from granting exclusivity under which they do not retain the right to do certain other work in addition to working on the series on which they are a regular, do not apply to series regulars who make at or above that amount. Such series regulars may therefore agree to greater exclusivity and have lesser ability to do other work. Under this agreement, those figures would increase to \$65,000 for a half-hour program and \$70,000 for an hour or longer program, which means that many more series regulars will benefit from the exclusivity limitations in the Tentative Agreement.
- III. Permitted Appearances: Subject to conditions referenced below, a series regular employed under the current Television Agreement who is paid less than the Exclusivity Money Breaks may not grant exclusivity under which they do not retain the right to do at least 3 guest star appearances in each 13-week period, but may agree that none of these appearances can be in a “continuing role.” Under the Tentative Agreement, a series regular paid less than the new, higher Exclusivity Money Breaks may not grant exclusivity under which they do not retain the right, subject to conditions, to do:
 - A. Non-Dramatic Appearances: Unlimited second position radio guest appearances and unlimited second position guest appearances on talk shows, game shows, news, panel and award shows, but may agree that none of these appearances can be in a continuing role.
 - B. Unlimited guest star appearances: Unlimited second-position guest star appearances on live-action and animated television and New Media programs. This includes an unlimited number of continuing roles provided that such continuing roles may not include more than 6 episodes on the same season of a series or miniseries.

- C. Second Position Series Regular or Mini Series Lead: In addition, a series regular must retain the ability to take either one second-position series regular role or one second-position leading role in a miniseries each calendar year.

IV. Conditions on Permitted Appearances

- A. Series Producer in First Position: Except as provided under the “Conflict Free Window” provisions summarized below, the series producer remains in “first position,” which means that the “First Position Series Producer” must approve the Permitted Appearance and the series regular must confirm availability and scheduling before accepting it. The First Position Series Producer may only exercise its first-position rights, however, for legitimate, work-related reasons.
- B. No “Substantially Similar” Role: The First Position Series Producer may deny a Permitted Appearance if it is a “substantially similar” role. “Common, generic attributes without further distinction” are not sufficient to establish substantial similarity. The genre, setting, theme, plot, premise and the “distinct, identifiable and detailed characteristics and storyline(s) of the performer’s character” must be considered in making that determination.
- C. No Irreversible Changes to Appearance: Voluntary changes to the series regular’s appearance that are not readily reversible are prohibited, *e.g.*, temporary hair dye is acceptable, but cutting hair is not.
- D. No Parody: The Permitted Appearance may not parody the First Position Series Producer, series, role or platform.
- E. Promotional Materials: The series regular may appear in promotional materials for their Permitted Appearance provided that their name and/or likeness does not appear either alone or more prominently than any other performer in any key art or in any photography or soundtrack reused in the promotional materials.
- F. Telecast Time Period: The First Position Series Producer may refuse a Permitted Appearance that is scheduled to be telecast, to the best of the performer’s knowledge, during the regularly-scheduled telecast time period of the first position series.
- G. Cooperation Requirement: The First Position Series Producer may not use any of the foregoing restrictions as a basis for automatically refusing a Permitted Appearance, must instead work cooperatively to give good faith consideration to the performer’s request and must maintain records of such requests and the First Position Series Producer’s responses that the Union may review.

- V. “Conflict Free Window”: The First Position Series Producer must provide series regulars a “Conflict Free Window” after completion of principal photography of each season during which the series regular may accept a Permitted Appearance without first having to confirm availability or schedule. Otherwise, the conditions on Permitted Appearances

(as summarized in section IV above) will continue to apply. The “Conflict Free Window” need not be the same or the same length for each series regular.

- A. Three Month Minimum: The Conflict Free window must be not less than 3 consecutive months. The First Position Series Producer, however, will use reasonable good faith efforts to provide a Conflict Free Window of more than 3 months and to extend Conflict Free Windows beyond 3 months whenever possible.
- B. 30-Day Notice: The First Position Series Producer will provide notice at least 30 days in advance of the start of the Conflict Free Window.
- C. “Best Efforts” Availability: During the Conflict Free Window, a series regular will use best efforts to make themselves available for work on their first position series, e.g., recalls for added scenes and reshoots, ADR/looping, and promotional/publicity services.
- D. Short Hiatus Exception: A Conflict Free Window need not be provided where the hiatus between the completion of principal photography for one season and the commencement of principal photography for the following season is less than 4 months.
- E. “Permitted Appearance” Must Be Completed: The series regular must complete the services for their Permitted Appearance during the Conflict Free Window. Services occurring after the conclusion of the Conflict Free Window will be subject to first-position rights.
- F. Penalty: In the event that the First Position Series Producer does not provide a series regular with a Conflict Free Window as set forth above, it must pay the series regular a penalty equal to the series regular’s episodic fee for the prior season. The penalty is subject to the episodic cap for benefit plan contributions.

VI. Children’s Programming

- A. Definition: A “children’s program” is a program created for an audience primarily consisting of viewers under the age of 16 and of the type traditionally produced for Disney Channel or Nickelodeon.
- B. Minor Series Regulars on Children’s Programming: The terms of the Tentative Agreement set forth above shall apply equally to adult and minor series regulars (*i.e.*, series regulars younger than 18 years old) on children’s programming except that:
 - 1. A minor performer employed as a series regular on a children’s program that earns at least two times weekly minimum per episode, but less than \$26,000 per week or per episode, may agree that the second-position

series lead or second-position lead on a miniseries referred to in section III.C above may not be on another children's program.

2. A minor performer employed as a series regular on a children's program that earns \$26,000 per week or per episode or more may agree to the foregoing and further agree that the "unlimited guest star appearances" referred to in section III.B above may not be on another children's program.

VII. Application to Other Agreements: The Tentative Agreement modifications to exclusivity terms shall also apply to the following provisions and agreements.

- A. The CW Supplement (*i.e.*, Section 83 of the Television Agreement).
- B. Sideletter G to the Television Agreement.
- C. Dramatic series made for television and all High Budget SVOD Series produced under the:
 1. Prodco, Inc. Agreement
 2. It's a Laugh Productions, Inc. Agreement
 3. Uptown Productions Inc. Live Action Agreement
 4. Comedy Central Productions LLC Agreement
 5. King Street Productions Inc. Agreement