

The 2008 New Media Labor Agreements in the Entertainment Industry

By Sallie C. Weaver

I. Introduction

The entertainment industry has been rocked in many ways this year. This article will address the environment in which the recent (and on-going) labor bargaining sessions occurred, the path of the negotiations with the various guilds and, finally, in broad strokes, the elements of the new agreements which may be of interest.

A. The Parties

The entertainment industry is highly organized, meaning that most of the work that is done both behind and in front of the camera is performed by union labor. The unions and guilds in the entertainment industry are the Screen Actors Guild (“SAG”), Directors Guild of America (“DGA”), Writers Guild of America - West and East (“WGA”),¹ American Federation of Musicians (“AFM”),² American Federation of Television and Radio Artists (“AFTRA”),³ International Alliance of Theatrical and Stage Employes⁴

and International Brotherhood of Teamsters (“Teamsters”).⁵

The television and film production arms of major studios, including Warner Bros., Disney, Columbia, Twentieth Century Fox, DreamWorks, Sony, MGM, Universal and Paramount, participate in a multi-employer bargaining unit represented by the Alliance of Motion Picture and Television Producers (generally known by its acronym “AMPTP”). The AMPTP also represents a number of smaller television and film production companies, who authorize such representation by letter. All the employers that authorize the AMPTP to bargain on their behalf agree to be bound to the union agreements reached by the AMPTP with the unions.

The labor organizations named above generally have a Basic Agreement, covering film and, usually, television that is negotiated with the AMPTP and applied industry-wide. The Basic Agreements and, if separate, Television Agreements were the subject of this latest round of negotiations.

DGA has a separate agreement, called the Freelance Live & Tape Television Agreement (known as “FLLTA”), that generally covers work in non-dramatic programming and certain non-primetime, non-network programs.

SAG has both a separate agreement covering all television, which is bargained at the same time as their Basic Agreement, the Television Agreement, and a variety of side letters covering specialized production (i.e., programs produced for basic cable, animated programs and the like).

AFTRA’s central agreement covering work in television is the National Code of Fair Practice for Network Television Broadcasting (generally known as the “Network Code” or “Net Code”), which includes Exhibit A that governs primetime network production,

¹ The WGA is actually two unions, East and West. However, the parties negotiate many agreements jointly. The Modified Basic Agreement (frequently abbreviated as “MBA”) that covers film and television work is led by the West.

² The AFM is a federation of locals, but the international (i.e., the central federal organization) handles the bargaining of their basic agreement.

³ AFTRA is also a federation of locals, but has centralized almost all principal functions, including the bargaining of their central agreement.

⁴ To this day, the IA uses the antiquated spelling of employees leaving only one “e.” The IA international (i.e., the central United States and Canada organization) handles bargaining of the Basic Agreement. The IA’s Basic Agreement, by its terms, covers only Los Angeles County. Each of the 18 film and television locals based in Los Angeles covers different motion picture crafts (e.g., design, lighting, camera operation) and has unique agreements supplementing the IA Basic Agreement. Moreover, the international and the locals bargain “one-production-only” agreements, generally at higher terms than the Basic Agreement, and do not allow new companies to sign the Basic Agreement until the company is established as one that abides by their agreements.

⁵ The Teamsters structure is similar to the IA’s. However their basic agreement, known as the Black Book, covers the 13 western states (excluding Texas), and covers drivers. They negotiate separate agreements for location managers and casting directors with varying scope provisions.

and the WB/UPN Supplement that now covers CW productions.

One of the unique elements of the industry is the representation of performers in television by both SAG, which grew out of the film industry, and AFTRA, which grew out of live radio and then live television at the network facilities. Although SAG's traditional employers are the studios and AFTRA's traditional employers are the networks, both unions sign agreements with many of the same employers. This unusual practice has accelerated as the networks and studios have merged. The jurisdictional disputes between these unions, and the efforts to resolve those disputes, are legion. As digital production, including new media production,⁶ has increased, the areas of disputed jurisdiction have increased.

B. The Environment

The months leading up to the negotiating sessions for the 2007–2008 collective bargaining agreements in the entertainment industry were full of anxiety.⁷ Hollywood was worried that the unions would demand too much, and the industry would offer too little. The production slowdown that occurred in advance of the 2004 contract expirations was fresh in industry minds.

Through the years, talks of strikes and the shutting down of production in advance of most bargaining cycles have typically surfaced. But this year the stakes felt much higher. The internet appeared to be living up to the promise of becoming a viable distribution method for entertainment. Ideas had been previewed on the internet and achieved enough recognition to be picked up for television. People had produced for cell phones and iPods, and viewers were actually watching these “mobisodes.” The networks had scrambled to get their episodes up on the web, not wanting to be left behind, but could not decide if those episodes should be streamed with the broadcast commercials, sold through iTunes, streamed for free without advertising to promote the series, or streamed with newly sold commercials. The money spent on internet advertising was growing at double-digit rates.

⁶ The term “New Media” is meant to encompass digital, computerized and networked information, often having the characteristics of being manipulable, networkable, dense and compressible.

⁷ See, e.g., “Striking A Pose,” *Variety*, April 18, 2006, at 1.

The backdrop of these developments was the steady advance of reality television as the primary entertainment for United States broadcast television viewers. Network reruns of dramatic programs, a key source of residual revenue for talent, had disappeared to create space for *Survivor*, *Fear Factor* and *American Idol*. Dramatic television had largely fled to basic cable following the pay television original programming success. The licensing fees are lower for cable than broadcast, because the audience is splintered between the many available channels. Ad revenue per basic cable channel is not as much as broadcast network revenue, therefore, the talent residuals for basic cable continue to be a fraction of the network residuals. Everyone is still waiting for the shoe to drop on network ad money in the Digital Video Recorder (“DVR”) generation. And, if all that was not bad enough, the target demographic (young adult men) are watching TV much less than their predecessors. Instead, they are surfing the net in their leisure time, a trend with no apparent end in sight.⁸

C. The Prelude

Perhaps because of the anxious economic environment described above, both SAG and the WGA elected officers and board members who campaigned on a “get tough” at the bargaining table platform during the 2004, 2005 and 2006 union elections. Each of the newly elected boards fired their National Executive Directors and other executive staff in fairly short order. The National Executive Directors, or the equivalent, have traditionally served as the Chief Negotiators for the “above the line” guilds, working with a Member Negotiating Committee for the negotiation of the Basic and Television Agreements.

David Young, former head of organizing at the WGA, was promoted to National Executive Director and would lead the 2007–2008 negotiations for the WGA. Doug Allen, former NFL Players Association senior executive, was selected as SAG's National Executive Director and would head up SAG's negotiations.

The WGA turned up the heat in advance of the negotiations, staging protests at meetings of advertising executives, objecting to the increase in product placement and product integration. The WGA put out a position paper on the subject and advocated for FCC

⁸ See *Executive Summary Global Entertainment and Media Outlook: 2008–2012*, PriceWaterhouseCoopers (2008).

intervention.⁹ SAG consistently supported the WGA in these actions, aligning itself with the more assertive tactics advocated by the WGA leadership.

The industry uncertainty was exacerbated as the tensions between SAG and AFTRA resulted in a public and bitter war of words, largely over each union's basic cable contracts. An effort to amend the joint bargaining structure, known as Phase One,¹⁰ which had been in place since the early 1980s, and ongoing disputes concerning jurisdiction, resulted in the structure's termination, at least for the Basic and Television negotiations.

II. The Negotiations

A. WGA Bargains to Impasse

The WGA was first to begin negotiations. The WGA and the AMPTP started bargaining on July 16, 2007, broke off and reconvened several times, and eventually appeared to be making modest progress as the contract expiration neared. However, it quickly became clear that the negotiations had failed to produce a timely agreement and, contrary to generally held opinions, the WGA was going on strike sooner, rather than later. The WGA waged a well-coordinated strike beginning November 5, 2007, with an effective communications campaign. After the strike was called, there were brief periods of bargaining through November, but they appeared to be relatively unproductive. The parties broke off negotiations on December 7, 2007.

B. DGA Negotiations Commence

The DGA announced in mid-December that they had delayed commencing negotiations to allow the WGA and the AMPTP to reach an agreement. However, because of the apparent AMPTP/WGA impasse, they felt the need to move forward on behalf of their members.¹¹ The formal negotiations began January 12, 2008 and ended January 17, 2008, with an announcement

of a tentative deal. As historically had been the case, this deal would prove to be the template for each succeeding deal based on an industry model of pattern bargaining on issues pertinent to the guilds and/or unions.

AFTRA had postponed the Network Code negotiations, originally scheduled for mid-January, until mid-February, permitting the DGA to close their agreements.

C. WGA Resumes Bargaining

The AMPTP went back to the table with the WGA after the DGA deal was reached. The DGA deal was successful in moving the AMPTP on many of the issues denounced by the WGA in their press materials. The WGA and the AMPTP reached a deal, and the WGA called off their strike on February 12, 2008, to the relief of everyone in Southern California.

D. AFTRA's Network Code

Shortly thereafter, on March 9, 2008, AFTRA announced a similar deal on the Network Code, covering all but primetime dramatic television. Exhibit A to the Network Code covers work in primetime dramatic programming and this Exhibit was ordinarily bargained jointly with SAG at a separate time.

E. SAG Starts Negotiations

SAG and the AMPTP began formal negotiations on SAG's Basic and Television Agreements on April 15, 2008, without AFTRA. SAG made a last minute, unsuccessful effort to mend fences, but AFTRA rejected the invitation.

In a statement issued just prior to the commencement of negotiations, SAG made clear that the pattern set by the DGA was unacceptable, as it did not take into account the unique needs of performers. In April 2008, there were a number of days of apparently unfruitful bargaining. The AMPTP suspended negotiations with SAG on May 6 after an unsuccessful effort to reach a deal by the end of April, and announced their need to meet with AFTRA.

F. AFTRA's Primetime Dramatic Television Negotiation

AFTRA commenced bargaining on Exhibit A to the Network Code on May 7, 2008, and announced a tentative deal on May 28. In large part, this deal followed the DGA pattern on the new media provisions, but broke from the pattern in dealing with the reuse of photography and soundtrack provisions relating to performers.

Shortly after AFTRA sent the deal to its members for ratification, SAG announced that it would campaign against ratification because, in its view, the deal insufficiently

⁹ See WGA Press Release, *Writers Guild West President Patric M. Verrone to Testify on Product Integration at FCC Media Ownership Hearing in Chicago*, Sept. 20, 2007, available at http://www.wga.org/subpage_newsevents.aspx?id=2467.

¹⁰ Phase One is an agreement between SAG and AFTRA that lays out the participation of each union in each stage of the bargaining process. The relative earnings of each union under the Phase One contracts and the nature of the participation required by the agreement had been one of the points of contention for many years.

¹¹ DGA Press Release, *DGA and AMPTP Agree to Begin Contract Negotiations*, Jan. 11, 2008, available at <http://www.dga.org/index2.php3?chg=>.

dealt with performers' issues. Ratification of the contract was successful, but SAG had made a significant dent in the ordinarily overwhelming majority. SAG took this as a signal that their positions found favor with members.

G. SAG Bargains to a Stalemate

SAG and the AMPTP continued bargaining through June and into July 2008 as the expiration date of the contract passed. The AMPTP gave the SAG negotiating committee a final offer on June 30 and, thereafter, there were several formal sessions in July. As inducement, the AMPTP offered a retroactive application of the increase if the offer was accepted and ratified by August. SAG apparently made some effort to counter the final offer, but the AMPTP clearly did not view the effort as sufficient movement and refused to re-engage in any official manner. SAG has continued to communicate with its members, but does not appear to be ready to concede any of the points the AMPTP views as critical to making a deal. In October, the SAG Board of Directors voted to request that a federal mediator be brought into the negotiations, and also authorized a strike authorization vote of the membership to be taken.¹² On November 5, 2008, the SAG National Negotiating Committee met with the mediator assigned by the Federal Mediation and Conciliation Service.¹³ However, the federal mediation did not result in an agreement and was adjourned on November 22, 2008.¹⁴ At press time, SAG's strategies on next steps were unclear, although the current leadership has made a number of public statements about the need for strike authorization from the members.¹⁵

III. The New Media Deals

The key elements of the new media deals in the entertainment industry have been:

- Internet jurisdiction;
- Minimum terms;

- Residuals for both "made for new media programs" and "new media as a secondary market";
- Sunset clauses;
- Data to unions; and
- Use of clips

A. Internet Jurisdiction

The guilds and unions, with the exception of SAG, have thus far all agreed to a basic structure of jurisdiction for new media production. The definition of new media is, consistently across the agreements, that technology which is known on the date of the agreement. Only some "made for new media programs" will be produced subject to the terms of the union agreements.

i. Derivative New Media Programs

All "derivative" new media programs will be covered. Derivative programs are those based on a traditional media program or film. Notably, each union's agreement and AMPTP's final offer to SAG have a slightly different definition of which traditional media productions are relevant to this definition and provide the basis for coverage.¹⁶

¹² SAG Press Release, *SAG Board of Directors Votes to Request Federal Mediator and Send Strike Authorization Referendum to Membership if Necessary*, Oct. 19, 2008, available at <http://www.sag.org/press-releases/october-19-2008/sag-board-directors-votes-request-federal-mediator-and-send-strike-au>.

¹³ SAG Press Release, *SAG Will Meet with Federal Mediator November 5, 2008*, Oct. 31, 2008, available at <http://www.sag.org/press-releases/october-31-2008/sag-will-meet-with-federal-mediator-november-5-2008>.

¹⁴ SAG Press Release, *Screen Actors Guild—AMPTP Mediation Fails*, Nov. 22, 2008, available at <http://www.sag.org/press-releases/november-22-2008/sag-amptp-mediation-fails>.

¹⁵ *Id.*

¹⁶ See DGA Summary of Changes in the 2008 BA and 2008 FLTTA ("DGA Summary"), at 11, available at <http://www.dga.org/contracts/2008-contracts/ComprehensiveSummary2008BAandFLTTA.pdf> ("e.g., a free television, basic cable or pay television motion picture or program . . ."); WGA Sideletter on Literary Material Written for Programs Made for New Media, Feb. 13, 2008 ("WGA Sideletter"), at 2, available at http://www.wga.org/contract_07/NewMediaSideletter.pdf ("e.g., a free television, basic cable, or pay television motion picture . . . and is otherwise included among the types of motion pictures traditionally covered by the MBA"); Summary of Proposed Agreement 2007–2010 AFTRA Network TV Code, at 5 ("AFTRA Net Code Summary") available at http://www.aftra.org/netcode/Summary_Document.pdf ("based on an existing program"); AFTRA Summary of Proposed Agreement 2008–2011 Exhibit A to the AFTRA Network Television Code, at 11 ("AFTRA Summary of Proposed Exhibit A," available at http://www.aftra.com/primetimeYES/primetime_tv.pdf ("e.g., a free television, basic cable, or pay television program . . ."); Producers' Final Offer to Screen Actors Guild ("SAG Final Offer"), at 6, available at http://www.amptp.org/files/AMPTP_SAG_final_offer_063008.pdf ("based on an existing motion picture that was produced for "traditional" media other than one produced for basic cable to the extent that said production is covered under the terms of the Codified Basic Agreement or the Television Agreement").

ii. Original New Media Programs—Budgetary Minimums

The coverage of new media programs other than derivative programs (referred to as “original new media productions”) is conditioned upon either a budgetary minimum or the professional stature of those hired. The budgetary minimums are \$15,000 per minute, \$300,000 per program, or \$500,000 per series. Programs falling below these thresholds are known as “experimental new media programs.” The AMPTP argues that the companies must be positioned to participate in the market and establish a presence. Application of the contract below those levels, AMPTP asserts, would stifle their companies’ ability to do so.

This is one of the sticking points with SAG. SAG notes their ongoing organization of productions below these budget levels, and asserts that almost all of the current new media production is below these thresholds.

iii. Original New Media Programs - Professional Hires

The AMPTP has agreed that if professionals are hired on an original new media program, notwithstanding the budget levels, the contract will cover all of the employees hired in the jurisdiction of the same union. The definition of “professional” is another area where the agreements differ somewhat.¹⁷

iv. Optional

Each of the agreements makes clear that these jurisdictional requirements are not intended to limit the ability of a producer to cover a production at his or her discretion under one or more of the union agreements.

¹⁷ See *supra*, note 16, DGA Summary, at 13 (DGA coverage is required if an employee is utilized “in any DGA-covered category who has previously been employed under a DGA collective bargaining agreement”); WGA Side-letter, at 1 (references the definition of “Professional Writer” in Article 1.C.1.b of the MBA. The definition includes alternative types of experience which qualify a writer as “professional”); AFTRA Net Code Summary, at 5 (parties agreed to meet and discuss criteria for “covered Performers”); AFTRA Exhibit A Summary, at 7 (term used is “covered performer” rather than professional); SAG Final Offer, at 14 (The term used is “covered performer” rather than professional. Covered performer is defined as having “been employed pursuant to the terms of a collective bargaining agreement covering his or her employment as a performer” and has one or two professional credits in a list of alternate types of experience.).

B. Minimum Terms

Each agreement includes a list of contract provisions from the Basic and Television Agreements that will be applicable to new media production. These are very limited, and generally include provisions requiring: 1) wages be subject to negotiation (note an exception for WGA and derivative programs); 2) pension, health and welfare contributions and tax withholding be paid on negotiated wages; 3) application of the union security provisions;¹⁸ 4) union preclusion from striking instead of following the arbitration process to resolve disputes; and 5) residuals, the substance of which is outlined below.

C. Residuals

These provisions are, by a good measure, the most complex of the new media agreements. The categories of payments and general principles will be discussed here.

i. Categories of Use

The parties divided the residuals provisions into: 1) traditional media films and programs being exhibited in new media; and 2) the exhibition of programs produced for new media.

The formulas for traditional media include both theatrical films and television programs. The use made of the traditional films or programs is divided into three types—each of which is applicable to both television programs and theatrical films.¹⁹ The three types of new media use anticipated by these agreements are: 1) electronic sell through (“EST”) (download-to-own, e.g., iTunes); 2) limited license (download-to-rent, to view for a limited period of time, or based on a subscription that is limited by its term, e.g., Netflix downloads); and, finally, 3) free to the user and advertiser supported.

The new media programs, as noted in the jurisdiction discussion, are of two types—derivative and original new media programs. The uses anticipated by the agreement are: 1) consumer paid (any use in new media where the consumer pays for the program); 2) ad

¹⁸ Union security clauses generally require that the employer notify the union if it is going to employ a non-member in a covered position. Further, union security provisions generally require that employees join or at least pay fees, usually within thirty days, to the union that has been selected by the employees to represent them as a group.

¹⁹ It is here, when presenting this material in person, the author generally makes reference to Tom Lehrer and his song “New Math” released on the album *That Was the Year that Was*.

supported; and 3) use in traditional media (broadcast television and the like).

a. Traditional Media

1. EST

The provisions relating to download-to-own were one of the most hard-fought between the guilds and the AMPTP. At the time that the WGA negotiations broke off, the industry's official position was that the DVD formula, unadjusted, was the applicable formula. The industry's position was rooted in the assumption that EST would cannibalize the already flattening DVD market. The guilds argued that the expenses for EST were nothing compared to the expenses for VHS cassettes, or even to DVDs. Therefore, the model of twenty percent (20%) of a distributor's gross as the residuals base was outmoded and unfair.

The DGA was successful in obtaining an increase from the DVD formula at a threshold of units sold. The subsequent union deals incorporated these provisions.

2. Limited License to View

The parties renewed their agreements concerning the "MovieFly.com" model. These provisions are rooted in the contract language for exhibition on pay television of films and programs produced for other outlets. Pay television includes premium service subscriptions and pay-per-view. Similar structures are included in this category of use in new media. Each guild receives a percentage of distributor's gross receipts that are then distributed to the individual covered talent.

3. Free to the User and Ad Supported

The exhibition of theatrical films in this manner requires payment of a fairly straightforward percentage of gross receipts to the union on behalf of talent.

The exhibition of television programs in a new media outlet that is free to the user and ad supported (referred to for the sake of ease as "free") is the most complicated of the formulae. Each program, depending on the term of use, may go through three phases of residual payments.

The first phase for a television program on free new media outlets is a *free streaming window*. This window is either 17 or 24 days, depending on whether the program is part of an established series (17 days) or not (24 days). This free streaming window may occur at any time associated with exhibition of the program on television, but the exhibition must occur at some point during the streaming window.

The second phase for a television program on free new media outlets is the year immediately following the

expiration of the free streaming window. Within this year, the distributor may purchase one or two 26-week periods with the payment of a fixed residual.²⁰ The 26-week period can be prorated in some circumstances. Importantly, this is where the WGA broke from the pattern. The WGA side letter requires that for literary material written on or after May 2, 2010, the writer would be paid two percent (2%) of imputed "accountable receipts."²¹ Accountable receipts in the WGA agreement is the term of art meaning worldwide distributor's gross receipts. The imputed figures would result in a fixed residual for the writers of \$400 for a half-hour program and \$800 for an hour program.

The third phase occurs after the expiration of the year following the free streaming window. If the distributor wishes to continue use of the program, the unions must be paid a percentage of gross receipts that is then distributed to the covered talent.

It must be noted that the complexity of this formula is an example of the classic quandary of the negotiation of mature collective bargaining agreements. This likely represents an effort on the part of the unions and employers to find agreement by compromise, addressing concerns of the party across the table, but not capitulating. The formula also reflects the shared concern about the difficulties facing dramatic television.

b. Reuse of New Media Programs

As noted above, new media programs are divided into two categories, derivative and original, and the union agreements anticipate three types of use: consumer paid, ad supported, and use in traditional media.

1. Derivative New Media Programs

In all the new media agreements there is a period of use that is included in the original compensation for both consumer paid (26 weeks) and ad supported (13 weeks).

For ad supported use, after the 13-week period, there is a second phase similar to the structure for television programs detailed above. A fixed residual is paid for each of two 26-week periods. Then, after the expiration of the potential periods of use detailed above, the

²⁰ A fixed residual in the context of the industry guild agreements is a residual that is based on a static amount or at least a static formula—but not based on a percentage of the distributor's gross receipts. In each of these agreements, the static formula is three percent (3%) of a residual base for each covered individual. The residual base is determined by the existing formulas in the Basic and Television Agreements governed, in addition, by the type of program exhibited.

²¹ See *supra* note 17, WGA Sideletter at 8.

formulas for both types of use move to a percentage of gross receipts.

When derivative new media programs are used in traditional media, the Basic or Television Agreements apply, as appropriate. However, for free television, there is a formula based on a prorated amount of a contractual fixed residual.

2. Original New Media Programs

In general, for original new media programs, there are no new media residuals required by the agreements. This is one of the cornerstones of SAG's objection to the pattern deal. The roadblock that SAG will face as it continues to negotiate is that, while residuals are critical to performers as they survive the inevitable ups and downs of their career, those payments are equally important to other talent. It may be difficult to argue that performers are unique in this regard.

In the case of original new media programs produced for more than \$25,000 per minute, consumer paid use is paid at six percent (6%) of distributor's gross receipts distributed to the talent after a 26-week period of free exploitation.

As in the case of derivative new media programs, use in traditional media requires payment according to the terms of the Basic or Television Agreement, except for the pro-ration of free television residuals.

D. Sunset Clauses

The unions each approached the sunset clauses differently, but the underlying principle was the same. A deal covering these elements is necessary because the new media world is moving so quickly. But the unions and the industry must be positioned to adjust their thinking in the next contract round.

E. Data Sharing

The requirement to share data is an element of each union agreement, and is a corollary to the sunset clause. In order to be prepared and knowledgeable, the unions wanted to make sure that they would have

access to real information about the economic drivers of the new media environment.

F. Clips

The reuse of clips in new media was a relatively simple issue for the DGA and WGA. The discussion focused on clip fees, circumstances under which the fee would be owed, how much the fee would be, and refining the definition of promotional use.

For the actors, this issue is critical and complex. The current agreement requires consent for the use, and bargaining on the compensation for the use. The employers argue that the current system is burdensome and unrealistic in a YouTube world. Reuse of performances recorded after the effective date of the contract remains an unresolved issue in both the AFTRA and SAG deals.

IV. Conclusion

Shortly after this article was completed the AMPTP reached a deal with the IATSE based on the structure outlined above. At press time, it appeared that SAG would seek strike authorization. Whether or not such an authorization vote occurs and passes, it is hoped that the AMPTP and SAG will return to the table and reach an agreement as soon as possible.

Sallie Weaver is currently available as an independent consultant on entertainment labor agreements. Previously she served at Screen Actors Guild as Deputy National Executive Director leading the Contracts division. That division was tasked with negotiation, administration and enforcement of all of SAG's agreements. She sat as Chief Negotiator or second chair during her tenure for each of SAG's major collective bargaining agreements. During her tenure at SAG, Sallie was privileged to work closely, on a variety of collaborative projects, with other U.S. unions and guilds in the entertainment industry and the English-speaking actors' unions globally. She is admitted to practice in New York and California. The author thanks Linnie Wheelless for her editorial assistance.