



July 17, 2023

We're Fighting for the Survival of Our Profession

Here's the simple truth: We're up against a system where those in charge of multibillion-dollar media conglomerates are rewarded for exploiting workers.

The companies represented by the Alliance of Motion Picture and Television Producers (AMPTP) — which include Amazon/MGM, Apple, Disney/ABC/Fox, NBCUniversal, Netflix, Paramount/CBS, Sony, Warner Bros. Discovery (HBO), and others — are committed to prioritizing shareholders and Wall Street. Detailed below are some of the key issues of the negotiation and where things stand. We moved on some things, but from **day one** they wouldn't meaningfully engage on the most critical issues.

- Performers need minimum earnings to simply keep up with inflation.
 - Us: We need an 11% general wage increase in year 1 so our members can recover from record inflation during the previous contract term.
 - Them: The most we will give you is 5%, even though that means your 2023 earnings will effectively be a significant pay cut due to inflation and it is likely you will still be working for less than your 2020 wages in 2026.
- Performers need the protection of our images and performances to prevent replacement of human performances by artificial intelligence technology.
 - Us: Here's a comprehensive set of provisions to grant informed consent and fair compensation when a "digital replica" is made or our performance is changed using AI.
 - Them: We want to be able to scan a background performer's image, pay them for a half a day's labor, and then use an individual's likeness for any purpose forever without their consent. We also want to be able to make changes to principal performers' dialogue, and even create new scenes, without informed consent.

And we want to be able to use someone's images, likenesses, and performances to train new generative AI systems without consent or compensation.

- Performers need qualified hair and makeup professionals as well as equipment to safely and effectively style a variety of hair textures/styles and skin tones.
 - Us: How about consultations with qualified hair and makeup professionals for all performers on set to ensure equity for performers of color, and a requirement to have the proper tools and equipment?
 - Them: Begrudgingly, we will do this for principal performers, but background actors are on their own.
- Performers need compensation to reflect the value we bring to the streamers who profit from our labor.
 - Us: Consider this comprehensive plan for actors to participate in streaming revenue, since the current business model has eroded our residuals income.
 - Them: No.
- All performers need support from our employers to keep our health and retirement funds sustainable.
 - Us: Contribution caps haven't been raised in **40 years**, imperiling our pension and health plans. Would you consider raising the caps to adjust for inflation and ensure that all performers, regardless of age or location, receive equal contributions?
 - Them: Here are some nominal increases nowhere near the level of inflation that won't adequately fund your health plan. Also, background child performers under 14 years of age living in the West Coast Zone don't deserve pension contributions, which is why we haven't paid them since 1992.
- Principal performers need to be able to work during hiatus and not be held captive by employers.
 - Us: These timelines we've proposed help series regulars by limiting the increasingly long breaks between seasons and giving them some certainty as to when they'll start work again or will be released.
 - Them: Take these select few improvements that will only help a select few.
- Principal performers need to be reimbursed for relocation expenses when they're employed away from home.
 - Us: Drop the ruse that series regulars are becoming residents of a new state or country when they go on location, and adequately pay them for all of their relocation costs.
 - Them: Here's some stipends which don't realistically reflect the cost of relocating to an out-of-state or out-of-country production.

We marched ahead because they *intentionally* dragged their feet.

After we agreed to their compressed bargaining schedule, the AMPTP subjected us to repeated stonewalling and delays. It took more than **four weeks** of bargaining for the AMPTP to agree to simple basic issues of fairness and respect, such as:

- Access to reproductive healthcare and gender affirming care for performers working away from home in states that restrict medical access.
- A consultation process to guard against racist and sexist “wiggings” and “paintdowns” of stunt performers.
- Safety for performers working with animals on set.

Is this *enough*? We *need* transformative contracts, yet remain far apart on the most *critical issues* that affect the very survival of our profession. Specifically, we need fair compensation that accounts for inflation, revenue sharing on top of residuals, protection from AI technology, and updates to our pension and health contribution caps, which haven’t been changed in decades.

This is why we’re on strike. The AMPTP thinks we will relent, but the will of our membership has never been stronger. We have the resolve and unity needed to defend our rights.

Transparency: The following chart reflects our proposals and illustrates just how far apart we remain on key issues. The document also indicates where we’ve reached a tentative agreement, as well as proposals strategically withdrawn as part of the negotiating process.

For additional information, FAQs, picket locations and more, visit **sagaftrastrike.org**.

In unity,

The SAG-AFTRA TV/Theatrical Negotiating Committee



SAG-AFTRA Negotiations Status as of July 13, 2023

SAG-AFTRA PROPOSALS	AMPTP COUNTERS
*Tentative agreements are not final until the entire deal is final.	
ECONOMICS, INFLATION AND WAGE INVASION	
<p>MINIMUMS: 11% general wage increase in year one, 4% in year two, and 4% in year three. Without an inflation-adjusted year-one wage increase, members will be working for lower real wages in 2023 than they earned in 2020 and would likely still be working for lower real wages even in 2026.</p>	<p>5% in year one, 4% in year two, 3.5% in year three.</p>
<p>NEW MEDIA REVENUE SHARING: Casts share in the revenue generated when their performances are exhibited on streaming platforms. This would allow casts to share in the success of high-performing shows</p>	<p>Rejected.</p>
<p>WAGE INVASION DUE TO ADVANCE PAYMENT OF RESIDUALS: Limit the amount of a performer's salary that can be reduced due to the advance payment of residuals. Instead of disguising advance payment of residuals as a part of the performer's initial compensation, require transparency with a separate residual check that goes to the union, the same as all other residuals.</p>	<p>Increased the protective threshold figures in the contract and matched terms agreed to by Netflix in 2019, but refused the union's request for transparency with a separate residual check.</p>
<p>PER DIEM: Adjust for inflation the money that members receive to pay for meals and incidentals when traveling for work - not increased since 2001. Remedy the studios' systematic non-compliance with the contractual requirement that per diems be paid upfront and not weeks later.</p>	<p>Increased the amount due by far less than inflation. Ignored the issue of actually making the payment on time.</p>
<p>SCHEDULE BREAKS: The parties have tentatively agreed to conform to the minimum payments that performers must receive before their employers can invoke the various "schedules" under which members lose entitlement to additional payments such as weekly overtime.</p>	
<p>SCHEDULE F: Increase the minimum payments for performers working Schedule F, which was intended for star performers who have more negotiating power, but since the rates have not increased in decades, it now sometimes results in those performers earning less than Schedule C (which guarantees a minimum weekly rate and additional payments like weekly overtime).</p>	<p>Proposed small increases that do not solve the problem. Rejected the portion related to ensuring a minimum weekly rate for performers working Schedule F.</p>

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<p>SINGERS:</p> <ol style="list-style-type: none"> 1. Clarify the calculation of vocal contractor payments. 2. Singers who also render dancing services should be paid an adjustment on top of their rate for singing. 3. Initiated a discussion surrounding production budgets that result in waiver requests to pay less than scale, singer work going off-shore and non-union. 4. Increase transparency and accuracy in reporting of singers' work. <i>(Withdrew after their rejection)</i> 	<ol style="list-style-type: none"> 1. Tentatively agreed to a whittled-down version of the vocal contractor portion. 2. Offered 25% of the applicable dancer rate, but only for performance days, not rehearsals. 3. Indicated that they will continue budgeting practices that result in singer work going off-shore and non-union. 4. Rejected.
<p>DANCERS:</p> <ol style="list-style-type: none"> 1. Dancers should receive additional compensation when they are asked to sing or lip sync in addition to dancing on rehearsal and shoot days. 2. Dancers should be paid the same for rehearsal days as they are for performance days. Rehearsal days are more strenuous and dangerous than performance days. 3. Remove the discounted group rate for 9+ dancers. <i>(Offered to withdraw in exchange for other gains for dancers)</i> 4. Redefine "principal dancer" to ensure professional dancers are not hired for lower background rates. <i>(Offered to withdraw in exchange for other gains for dancers)</i> 	<ol style="list-style-type: none"> 1. Countered with an additional 25% of the applicable singer rate, but only for the performance days, not rehearsal days, and not for lip syncing. 2. Tentatively agreed to the rehearsal days proposal. 3. Rejected. 4. Rejected.
<p>MAJOR ROLE PERFORMERS: The parties have tentatively agreed to extend the major role performer terms to high budget SVOD series and all seasons of Pay TV.</p>	
<p>RELOCATION ALLOWANCE: Drop the ruse that television series regulars who travel to other states or countries for their work thereby become residents who are not entitled to reimbursement for housing and other expenses. Increase the relocation allowance to sufficient levels.</p>	<p>Offered inadequate fixed "stipends" that bear no relationship to the actual cost of spending months away from home to work on television shows.</p>
<p>SPAN: Increase figures that govern when series regulars can freely bargain for work time. These figures have not changed since their inception in 1971.</p>	<p>Countered with an inadequate increase that does not even come close to adjusting these figures for inflation.</p>

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<p>WARDROBE</p> <p>1. Increase the cleaning allowances to more accurately reflect the cost of dry cleaning when performers and background actors have to provide their own wardrobe.</p> <p>2. Performers who must wear restrictive corsets or other binding costumes should be entitled to additional compensation.</p>	<p>1. Offered inadequate increases that would force members to continue paying out-of-pocket to clean the wardrobe that production requires them to bring.</p> <p>2. Rejected</p>
<p>FITTINGS: To avoid incrementally bargaining this amount up every negotiation, index the money break applicable to day performers whose contracts can include payment for fitting time to 1.5 times scale.</p>	<p>Offered a one-time additional \$100 to the money break but rejected the indexed annual increase.</p>
<p>LOOPING, RETAKES, ADDED SCENES: The parties have tentatively agreed to increases to the money breaks applicable to certain weekly performers whose contracts can include guarantees for looping, retakes, and added scenes, and the creation of such a provision for weekly performers working on theatrical films.</p>	
BASIC RESPECT AND FAIRNESS	
<p>BACKGROUND ACTORS: Improve background actors' wages and working conditions.</p> <p>1. Background actors are the only category under our agreements who work under different terms on the East Coast than they do on the West Coast. SAG-AFTRA is seeking for all background actors to be treated equally.</p> <p>2. In New York, background actors reporting before 6 a.m. should not be forced to wait in unsafe areas for public transportation.</p> <p>3. Background actors who have to spend their own time styling their hair and/or makeup should be compensated for one and a half hours of work time.</p> <p>4. Individuals required to do "double duty," working as both stand-ins and background on the same day, should be compensated at 150% of the stand-in rate for the day.</p> <p>5. Stand-ins who are required to rehearse or perform in place of a principal performer should be paid half of the principal performer rate in addition to their stand-in pay. <i>(Offered to withdraw for single camera shows if the AMPTP agreed to the multi-camera half-hour shows where it is a more common practice.)</i></p> <p>6. Background actors who work as the photographic double for a principal performer and are required to memorize and deliver scripted dialogue on camera, should be paid a principal day player rate without residuals.</p>	<p>1. Rejected.</p> <p>2. Offered additional reporting locations that are likely to be unsafe at early morning hours.</p> <p>3. Offered \$35 flat fee.</p> <p>4. Rejected.</p> <p>5. Offered \$150 for stand-ins who have to rehearse or perform in place of a principal performer on multi-camera half-hour shows. Rejected it for single camera shows</p> <p>6. Offered \$150 to background actors who render services as photo doubles or deliver scripted dialogue on camera.</p>

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<p>7. Background actors should be paid for each episode they are employed in during a single day. <i>(Withdrew this proposal after their rejection in an attempt to resolve other items)</i></p>	<p>7. Rejected.</p>
<p>CASTING & SELF-TAPED AUDITIONS:</p> <p>ONLINE CASTING PLATFORMS Performers should not be required to pay for access to employment opportunities, nor provided preferential treatment in exchange for fees to a casting platform.</p> <p>SELF-TAPED AUDITIONS Proposed reasonable rules and expectations for self-taped auditions that alleviate some of the burden and costs of casting that have shifted to members, for example:</p> <ol style="list-style-type: none"> 1. Establish a minimum turnaround time for self-taped auditions for adults and minors, excluding weekends and holidays. 2. Disclose if an offer is out or the role has already been cast at the time self-taped auditions are requested. 3. Limit the number of pages for a first call. 	<p>ONLINE CASTING PLATFORMS Countered with an approach that will not stop the unlawful practice of requiring many performers to pay for access to jobs. Shirked responsibility for their use of third-party casting platforms and proposed disingenuous “solutions” that allow for preferential treatment for performers who pay more, with no enforcement mechanism.</p> <p>SELF-TAPED AUDITIONS Tentatively agreed to some but not all necessary regulations, but only on the “honor system,” as they have refused any enforcement mechanism.</p> <ol style="list-style-type: none"> 1. Tentatively agreed to reasonable turnaround times but refused to exclude weekends and holidays from the turnaround time calculation. 2. Counter rejected disclosing when an offer is out, and required performers to contact production to ask if a role has already been cast. They will only “endeavor” to respond. 3. Countered with an unacceptable number of pages.
<p>4. Tentatively agreed to limitations on technical requirements, such as recording quality, cameras, lights, microphones, backgrounds, editing software, and uploading services.</p>	
<p>5. Tentatively agreed to limitations on slate requirements, including allowing vertical/portrait full-body shots.</p>	
<p>6. Any tone, style, genre, period, creative vision, character description, accent or other available information about the project and role should be provided to the performer at the time an audition is requested.</p>	<p>6. Rejected.</p>
<p>7. Tentatively agreed that performers shall not be requested to audition in the nude or required to do a stunt in an audition.</p>	
<p>8. Tentatively agreed on audition regulations for dancers, including that the music and choreography shall be provided, dancers shall not be asked to choreograph or improvise, space and time limitations, and it must be a solo dance.</p>	

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<p>9. Tentatively agreed on the secure storage of self-taped auditions and written consent required at the time of use prior to making any tape public.</p>	
<p>10. Performers must be provided with an opportunity to audition in person or virtually in lieu of a self-tape upon request.</p>	<p>10. Countered that production would do so on a first-come, first-served basis during a window of time, but this option would sunset at the expiration of the 3-year contract term.</p>
<p>VIRTUAL AUDITIONS: SAG-AFTRA proposed, and the parties have tentatively agreed, that all the relevant protections for self-taped auditions shall apply to virtual auditions. In addition, production shall provide additional privacy protections in virtual lobbies, and maintain records of performers' call times and wait times for the calculation and enforcement of overtime pay.</p>	
<p>GEOGRAPHIC DISCRIMINATION: Requested a discussion with relevant casting personnel regarding geographic discrimination in casting, whereby actors outside of New York and Los Angeles are offered lesser terms for the same role.</p>	<p>Rejected.</p>
<p>LATE PAYMENT: Increase liquidated damages due to the unacceptable trend of egregiously late payments.</p>	<p>Rejected. Though they admit that their companies consistently pay late, they have stated that they still will not pay on time, even with increased penalties.</p>
<p>HAIR AND MAKEUP EQUITY: 1. To ensure equity for all members, including performers of color, all sets should have qualified hair and makeup professionals and equipment to handle a variety of hair textures/styles and skin tones. 2. To ensure safety, members should be given the opportunity to consult with HMU professionals prior to starting work.</p>	<p>1. Tentatively committed to taking steps to ensure the appropriate qualified hair and makeup professionals are on set, but applied this only to principal performers, and refused to mandate it. 2. Tentatively agreed to provide consultations to principal performers but NOT to background actors. Refused to make portions of this provision enforceable via arbitration.</p>
<p>PENSION AND HEALTH (P&H) AND RETIREMENT: 1. Increase the P&H contribution caps that have remained stagnant for more than 40 years. 2. Background actors under 14 years old should not be discriminated against. They should receive pension contributions like everyone else. 3. Address the allocation of funding between the Pension Plan and Retirement Fund.</p>	<p>1. Countered with insufficient increases to the caps. 2. Maintained that background actors under 14 years old should not earn pension contributions in the West Coast Zone because they "are not serious about staying in the entertainment industry." 3. The parties have tentatively agreed to suspend the current allocation methodology while they study alternatives.</p>

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<p>RESIDUALS P&H: Stop the producer practice of using benefit fund contribution caps as an excuse to keep residuals money that belongs to members.</p>	<p>Rejected.</p>
<p>PERFORMANCE CAPTURE: Finally acknowledge that performance capture is in fact a SAG-AFTRA covered category of work. This highly skilled form of performance makes blockbuster projects like “Avatar” possible.</p>	<p>Rejected.</p>
<p>STUNT COORDINATORS:</p> <ol style="list-style-type: none"> 1. Stunt coordinators should no longer be excluded from residuals such as network reruns, foreign television and high budget streaming. 2. Stunt coordinators working under a rate that does not pay overtime or any premiums should not be paid less for television/streaming movies and series than for theatrical pictures. 3. Require so-called “flat-deal” stunt coordinators to receive either overtime or minimum rest between work days to address abusively long hours on set. (Except for the bulletin, <i>withdrew after their rejection in an effort to achieve 1 & 2</i>) 	<ol style="list-style-type: none"> 1. Offered to pay stunt coordinators residuals, calculated as if they only worked one day, regardless of how long they actually worked on a picture/episode, but this would only take effect in year 2 of the new contract. SAG-AFTRA has tentatively agreed to accept the terms which match the 2019 Netflix agreement but seeks to apply them in the first year of the contract. 2. Proposed increases, beyond their general wage increase offer, for “flat-deal” coordinators in television but refused to equalize the rates. 3. Rejected “flat-deal” stunt coordinator overtime and minimum rest. Tentatively agreed to send a bulletin to its companies advising them to release stunt coordinators when their work is done.
<p>DIVERSITY: SAG-AFTRA proposed and the parties have tentatively agreed to a consultation process to reduce instances of inappropriate “wiggings” and “paintdowns.”</p>	
<p>TRANSLATION: SAG-AFTRA proposed and the parties have tentatively agreed that actors should not be required to translate their own scripts without payment.</p>	
<p>AUDIO DESCRIPTIVE SERVICES: Establish minimum terms for performers who narrate productions for blind and low-vision viewers. (<i>Withdrew this proposal and will pursue it in other avenues</i>)</p>	<p>Rejected.</p>
<p>PROTECTION OF THE PROFESSION</p>	
<p>ARTIFICIAL INTELLIGENCE: Establish a comprehensive set of provisions to protect human-created work and require informed consent and fair compensation when a “digital replica” is made of a performer, or when their voice, likeness, or performance will be substantially changed using AI.</p>	<p>Failed to address many vital concerns, leaving principal performers and background actors vulnerable to having most of their work replaced by digital replicas.</p>

SAG-AFTRA PROPOSALS	AMPTP COUNTERS
HIGH BUDGET SVOD: Improve residuals due for continued exhibition of pictures made for subscription-based streaming services.	Offered progress on this proposal, but significant gaps remain.
SERIES REGULARS OPTIONS BETWEEN SEASONS: Set reasonable timelines for the exercise of options that do not restrict series regulars from obtaining other employment during increasingly long hiatus periods, imposed by employers, between seasons.	Agreed to improved timelines only for some performers, and only for new series commencing in the second year of the contract.
GUEST STARS: Performers hired by the week in recurring roles without start dates should be given at least a tentative window of work dates. Request a discussion of problematic hiring practices that result in performers being held off the market, unable to take other work.	Counter makes progress but still contains problematic provisions.
MODERNIZATION AND ADDRESSING INDUSTRY SHIFTS	
<p>OTHER THAN HIGH BUDGET SVOD:</p> <ol style="list-style-type: none"> 1. Apply union scale minimums, rest periods and protections for minors to new media productions that are not high budget, regardless of length. 2. Require residuals for ongoing exhibition on advertiser-supported and subscription-based streaming services regardless of the budget or length of the picture. 3. Calculate residuals for pictures made initially for new media and then exhibited on network or foreign television on the same basis as pictures made initially for television. 4. Increase the residual that applies when a traditional media picture is exhibited on a streaming platform that is free to the consumer. 	<ol style="list-style-type: none"> 1. Rejected. 2. Rejected. 3. Rejected. 4. Rejected.
RESIDUALS REPORTING: Require greater specificity in the information provided in connection with the payment of residuals.	Tentatively agreed to a whittled-down version of this proposal.
SAFETY	
MEAL BREAKS: Increase the penalties for not providing meal breaks, which have not been updated since 1961.	Rejected.
REST PERIODS: Increase the penalties for failing to allow performers sufficient rest between work days.	Rejected.

SAG-AFTRA PROPOSALS	AMPTP COUNTERS
<p>SEXUAL HARASSMENT PREVENTION: SAG-AFTRA proposed and the parties have tentatively agreed that producers will use good faith efforts to engage intimacy coordinators for scenes involving nudity or simulated sex, and, upon request, for other scenes, that producers will provide information regarding discrimination and anti-harassment policies, including how to report violations, and that background actors will be given at least 48 hours notice of scenes involving nudity or simulated sex acts. The AMPTP has also tentatively agreed to review and revise their harassment prevention training programs with an eye toward handling scenes and situations of a triggering nature.</p>	
<p>MINORS: SAG-AFTRA proposed and the parties have tentatively agreed that emancipated minors continue to receive education on set and that persons engaged in the supervision of teaching of minors be subject to a background check.</p>	
<p>ACCESS TO HEALTHCARE: SAG-AFTRA proposed and the parties have tentatively agreed to the funding of a travel benefit for access to reproductive healthcare and gender affirming care for performers working away from home in states that restrict access to such care.</p>	
<p>WARMUP SPACES: SAG-AFTRA proposed and the parties have tentatively agreed to make “reasonable efforts” to provide set-adjacent warmup spaces so that dancers don’t cool down before getting to set.</p>	
<p>ANIMAL MONITORING: The parties have tentatively agreed to update the animal monitoring program for protection of both performers and animals when animals are on set.</p>	
<p>ADDITIONAL IMPORTANT PROPOSALS</p>	
<p>ON-SCREEN CREDITS: 1. Producers should submit full and complete credits to IMDb and assist performers in correcting any inaccurate credits. 2. <i>The union withdrew the proposal to include the union logo in the end titles of their production.</i></p>	<p>1. The AMPTP tentatively agreed to assist performers in correcting credits, but would not agree to provide full and complete credits to IMDb.</p>
<p>INSURANCE: The parties have tentatively agreed that the accidental death and dismemberment insurance policies applicable when principal performers and background actors travel be the same amount as required by the DGA agreement.</p>	
<p>OFF-CAMERA STUNT PERFORMERS: <i>SAG-AFTRA has withdrawn a proposal to require residuals for off-camera stunt performers.</i></p>	<p>Rejected.</p>
<p>TERM: The parties have tentatively agreed to a three-year term.</p>	
<p>NON-DISCLOSURE AGREEMENTS: <i>SAG-AFTRA has withdrawn the proposal to protect against egregious provisions in non-disclosure agreements.</i></p>	<p>Rejected.</p>
<p>PROMOTIONAL TRAILERS: <i>SAG-AFTRA has withdrawn the proposal for scale minimums to apply to trailers in new media, but continues to ask for transparency and accuracy in the reporting of work on trailers.</i></p>	<p>Rejected.</p>

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DATA REPORTING: <i>SAG-AFTRA has withdrawn the proposal that the AMPTP provide the union with information necessary to determine where its members are earning their compensation.</i>	Rejected.
REPORTING: SAG-AFTRA proposed and the parties have reached a tentative agreement that the producers' report on member earnings up to \$1 million per picture.	
ELECTRONIC REPORTING: <i>SAG-AFTRA has withdrawn a proposal to require that documents be provided in electronic format rather than requiring in-person review of paper documents.</i>	Rejected, but notably requested the option to provide documents electronically in one of their proposals in circumstances where it benefited them.
ARBITRATION: SAG-AFTRA has proposed replacing deceased arbitrators with living ones.	Countered with each party adding an arbitrator to each of the New York and Los Angeles panels. The parties are discussing their respective additions.
REUSE OF CLIPS IN NEW MEDIA: <i>In connection with progress in other areas, SAG-AFTRA has withdrawn this proposal requiring consent and payment for use of clips in new media.</i>	Rejected.
UNRELEASED PROJECTS: <i>SAG-AFTRA has withdrawn a proposed payment to performers when producers elect not to release a production, thereby depriving performers of potential residuals.</i>	Rejected.
THEATRICAL RE-RELEASE PAYMENT: <i>SAG-AFTRA has withdrawn a proposal for a new payment to performers when a theatrical film is re-released in theaters.</i>	Rejected.