



SAG·AFTRA®

#WeMakeStreaming

What is AEA?

The Actors' Equity Association (AEA), commonly referred to as Actors' Equity or simply Equity, is an American labor union representing the world of live theatrical performance, as opposed to film and television performance [which is represented by SAG-AFTRA]. Source: Wikipedia, retrieved Wednesday, Oct. 7, 2020.

https://en.wikipedia.org/wiki/Actors%27_Equity_Association

What is jurisdiction?

For labor unions, jurisdiction is the recognized right to represent workers who perform a certain type of work.

What is SAG-AFTRA's jurisdiction?

SAG-AFTRA's jurisdiction is very clear. SAG-AFTRA covers performances for recorded and broadcast media in all its forms. That means movies, television, new media, commercials, radio, music and sound recordings, and digital content, whether recorded or delivered live. In essence, all live media or recorded media falls under our historical and traditional jurisdiction, whether it is broadcast via airwaves, cable, streamed or delivered in any other manner.

What is AEA's jurisdiction?

Actors' Equity Association covers performances for live audiences. When performances for live audiences are also recorded or broadcast to remote audiences, that work is covered by SAG-AFTRA. For example, many programs produced for television, like awards shows, morning shows and late night shows are performed before live audiences, but covered under a SAG-AFTRA contract. Even when the

live performance is covered by an Actors' Equity Association contract, the performance for recording or broadcast is covered by a SAG-AFTRA contract. For example, SAG-AFTRA covers Broadway shows that are signed to Actors' Equity Association contracts when they are recorded for theatrical exhibition, like *Jesus Christ Superstar*, or for internet streaming like *Hamilton* and *Diana*. Similarly, when a theater streams a play over Zoom, SAG-AFTRA covers that performance. **This jurisdiction has been recognized by Equity for decades. It is indisputable.**

Why has SAG-AFTRA's settled jurisdiction become a question?

Some months ago, AEA came to SAG-AFTRA to request a waiver to permit them to negotiate contracts in our traditional jurisdiction — that means that AEA, which covers live theater performances, asked us to permit them to cover recorded and broadcast theater performances for a short time. Recognizing the challenges the pandemic has brought to all of us in the creative arts, and mindful of the fact that many AEA members are also SAG-AFTRA members, we agreed to work with them to develop a suitable waiver that would give them permission to cover projects in our jurisdiction for a temporary period during the pandemic.

SAG-AFTRA's top officers and staff, including President Gabrielle Carteris and National Executive Director David White, had several multi-hour meetings with AEA officers and staff over the course of several weeks, and the unions' lawyers exchanged multiple drafts of a waiver document, each time coming closer to agreed language. We believed we were on the cusp of an agreement when AEA initiated a media campaign against us. The very next day, the Broadway League announced that the resumption of live performances would be further delayed until at least May of next year. These are dire times for AEA and it is our strong desire to help AEA survive this crisis.



SAG·AFTRA®

#WeMakeStreaming

Why did we not reach agreement on a waiver?

This is a question better directed to AEA, which has not responded to the most recent draft of the waiver document that had been nearly completed and agreed upon.

Where can I read the draft waiver AEA was negotiating with us?

In order to assure there is no misunderstanding about this waiver, we are making the full text of the proposed waiver available to our membership at this link:

https://www.sagaftra.org/files/sa_documents/DraftProposedWaiverBetweenSAG-AFTRAEquity.pdf

What have we done to help Actors' Equity Association during the COVID-19 pandemic?

SAG-AFTRA has offered to allow Actors' Equity Association to cover the streaming and/or recording of stage plays by its signatory employers under Actors' Equity Association contracts, even though that work is squarely within SAG-AFTRA's jurisdiction. We offered this because we understand that during the pandemic, live audiences are not possible and streaming and/or recording the play is the only viable way for the audience to see the performance. It is vital, however, that our willingness to recognize this circumstance be met by Actors' Equity Association's willingness to recognize that this is a temporary dispensation and a waiver of SAG-AFTRA's recognized and historic jurisdiction.

Is it true that AEA is attempting to raid SAG-AFTRA's traditional jurisdiction?

Our discussions with AEA's leadership about these waivers have surfaced very real concerns on the part of their leadership over the long-term viability of the live theater business model. In these conversations, it has become clear that, in several specific instances, AEA may have attempted to extend their presence into our jurisdiction. It is clear that they believe attempting to invade SAG-AFTRA jurisdiction may be strategically advantageous to AEA in the future.

What are we doing to protect SAG-AFTRA's jurisdiction?

This is a time to come together and do what we can to help each other. By being flexible and nimble, we can help AEA make it through this truly dark time for live theater. We cannot do that without the cooperation of AEA, and cannot agree to take actions that jeopardize our jurisdiction in the long-term or disenfranchise our members from their historic work. It is simply not fair to SAG-AFTRA members to allow these incursions into their jurisdiction. Further, it is unnecessary when we are willing and even eager to grant AEA a temporary waiver as a special consideration during the pandemic, so long as they recognize our jurisdiction.

What can we do to protect our fellow members?

First, make sure you are in touch with SAG-AFTRA and that you have all of the facts. There is a great deal of misinformation beginning to circulate about this issue, and we want to be very clear: SAG-AFTRA has been and remains ready to finalize the development of this waiver that will help AEA members survive the shutdown while preserving SAG-AFTRA's jurisdiction.



SAG·AFTRA®

#WeMakeStreaming

You can also support SAG-AFTRA in social media by sharing your concerns about AEA's incursions into our jurisdiction and expressing your support for a temporary waiver. If you communicate in social media, be sure to tag your post with **#WeMakeStreaming** and **#PlayFairAEA**. Watch for further communications from your union on this matter.

What is AEA saying about this?

Actors' Equity Association asserts that when it has a collective bargaining relationship with an employer, it is entitled to negotiate terms with that employer to cover all types of work. Per Actors' Equity Association, that includes work that is not intended for a live audience and that falls within SAG-AFTRA's jurisdiction. They assert, therefore, that when a theater that is signed to an Actors' Equity Association contract performs a play for exhibition over the internet and/or to be recorded for distribution, Actors' Equity Association is entitled to negotiate the terms for that performance with the employer.

This theory of jurisdiction, however, fails to account for the parties' historic practice. For example, when Broadway plays that are signed to Actors' Equity Association contracts are recorded for exhibition in theaters (e.g., *Jesus Christ Superstar*) or for streaming over the Internet (e.g., *Hamilton* on Disney+ or *Diana* on Netflix), those performances are covered under SAG-AFTRA contracts. In the reverse case, when Disney, one of SAG-AFTRA's oldest signatories, produces Broadway plays for live audiences, it does so under Actors' Equity Association contracts, not SAG-AFTRA contracts.

The list of SAG-AFTRA-covered productions includes: *Diana, The Musical* (2020); *Hamilton*; *Rent*; *Company* (2006 & 2011); *Falsettos: Live from Lincoln Center*; *Peter Pan*; *Sweeney Todd*; *She Loves Me (Great Performances, 2016)*; *Newsies* (2016); *The SpongeBob Musical: Live on Stage!* (2019); *The New One*; *Oh, Hello on Broadway*; *Holiday Inn (Great Performances)*; *42nd Street aka Broadway 4D Sensation*; *Putting It Together*; *Lady Day at Emerson's Bar and Grill* (2016); *The Little Mermaid Live!*; *A*

Christmas Story Live!; *Peter Pan Live!*; *Sound of Music Live!*; *The Wiz Live Special*; *Grease: Live* (2016); *Act One (Live From Lincoln Center)*; *Billy Porter: Broadway @ Soul (Live From Lincoln Center, 2015)*; *Hairspray Live Special* (2016); *Jesus Christ Superstar: Live TV Special*; *Rent Live*; *Dirty Dancing: Live in Concert* (1988), *Porgy @ Bess (Live From Lincoln Center)*; *Masterpiece Classic: Oliver Twist*; *A Christmas Carol: The Musical*; *Reefer Madness: The Movie Musical*; *Broadway Musical: A Jewish Legacy*; *Sistas the Musical*; *Shrek the Musical*; *Waiting in the Wings: The Musical*; *Les Miserables: Musical*; *Little Shop of Horrors: Musical*; *Tiger By the Tail*; *The Girl Who Knew Too Much*; and more.

Some people on social media are saying SAG-AFTRA went public first. Why?

Anyone saying SAG-AFTRA went public first is lying to you. We found out AEA had broken off talks when *The New York Times* contacted SAG-AFTRA asking us to respond to on-the-record comments that AEA leadership had provided to the reporter in an interview attacking SAG-AFTRA. We were and are shocked by the bad faith actions of AEA's leadership.

Does SAG-AFTRA represent stage managers?

No. On productions made for live broadcast or recorded media, the duties performed by stage managers are usually performed by members of the Director's Guild of America. While SAG-AFTRA absolutely understands and appreciates the critical nature of stage managers' responsibilities and the fact that they need and deserve union coverage, we simply are not authorized to represent stage managers in negotiations with employers. SAG-AFTRA is happy to work with AEA to ensure that stage managers are covered under AEA contracts in circumstances when an applicable SAG-AFTRA contract does not cover them.



SAG·AFTRA®

#WeMakeStreaming

Are stage managers covered under the SAG-AFTRA agreements that apply to live broadcast and/or recording of stage plays?

SAG-AFTRA is not recognized as the collective bargaining representative for stage managers and is therefore not authorized to bargain terms of employment on their behalf. Accordingly, it is not possible for SAG-AFTRA contracts to set terms of employment for stage managers.

How can stage managers be represented when stage plays are recorded and/or broadcast to remote audiences?

Actors' Equity Association can negotiate terms for stage managers even when there is a SAG-AFTRA contract in place to cover the cast. It is very common to have different unions representing different categories of workers on a stage or set. For example, whenever a live audience stage play covered by an AEA contract is broadcast or recorded for distribution to a remote audience, SAG-AFTRA covers that performance. SAG-AFTRA's willingness to waive its jurisdiction temporarily and allow AEA to negotiate terms for work that is recorded and/or broadcast for exhibition to a remote audience is motivated in part by the desire to avoid the risk that stage managers will be deprived of coverage because the "live audience" component of the production is no longer going forward.

If AEA takes the waiver from SAG-AFTRA, will stage

managers be covered?

Yes, under AEA contracts.

How can theater companies affordably stream their productions if they are denied access to platforms like YouTube and must stream on a password-protected basis?

The concern has been expressed that prohibition of YouTube as a platform for streaming content under the draft pandemic waiver agreement that SAG-AFTRA has made available for review is unreasonable because the cost of buying server capacity for password-protected streaming is prohibitive for smaller theaters. YouTube raises unique concerns because it is not only a platform, but also a content creator with deep connections to SAG-AFTRA's signatory employers. And, in fact, there are many affordable options that theaters can use to stream their productions that are not YouTube and that do allow for password-protected streaming. For example, Vimeo offers an option through which theaters can stream their productions for \$50 per month, see <https://vimeo.com/upgrade>. Other affordable services theaters may consider include <https://www.dacast.com>, <https://cloudinary.com>, <https://wowza.com>, <https://jwplayer.com>, <https://muse.ai> and <https://uscreen.tv>.

Did SAG-AFTRA refuse AEA's request to mediate this dispute?

No. AEA suggested bringing a specific facilitator to one of the meetings that took place between SAG-AFTRA and AEA's



SAG·AFTRA®

#WeMakeStreaming

top elected leadership and staff. SAG-AFTRA communicated a willingness to involve a facilitator in those discussions, but objected to the specific facilitator suggested by AEA. SAG-AFTRA was and is willing to consider the involvement of a **mutually agreed-upon** facilitator in our discussions with AEA.

Why is it important to fight for the rights of SAG-AFTRA members on this issue?

Jurisdiction is the heart and soul of unionism. SAG-AFTRA has an obligation to protect its jurisdiction that it owes to its members and to the past generations of members who fought to establish it. This does not prevent SAG-AFTRA, however, from temporarily allowing AEA to negotiate terms for the streaming and/or recording for distribution of stage plays by its signatory employers, provided that the terms of that waiver recognize and protect SAG-AFTRA's long-standing and historic jurisdiction.

How can I volunteer to help defend SAG-AFTRA's jurisdiction?

Email us at WeMakeStreaming@sagaftra.org to volunteer to assist the union as we do our utmost to help our fellow performers in AEA. We need to hear your voice and your ideas on how to ensure SAG-AFTRA jurisdiction remains crystal clear and unthreatened by encroachments from other organizations.