



October 17, 2020

Richard L. Trumka, President  
AFL-CIO  
815 16th Street NW  
Washington, DC 20006

Dear President Trumka,

As President and National Executive Director, respectively, of Screen Actors Guild - American Federation of Television and Radio Artists (SAG-AFTRA), we are writing to inform you of a general jurisdictional dispute that has arisen between SAG-AFTRA and another affiliate, Actors' Equity Association (AEA). The dispute pertains to AEA's infringement of SAG-AFTRA's long-held, exclusive jurisdiction over recorded media and live broadcast media, and, since its inception, over streamed and digitally transmitted media as well, including in live theater productions.

Since the conflict has arisen as a result of, or at least been greatly exacerbated by, the financial strains placed on AEA union members during the COVID-19 pandemic, SAG-AFTRA has made clear its willingness to grant waivers to AEA to allow it to perform much of the work in dispute for a limited period of time, and subject to various jurisdictional acknowledgements. To the present date, at least, AEA has been unwilling to accept what SAG-AFTRA had assumed would be perfectly logical and acceptable conditions in exchange for these waivers.

As you are aware, both SAG-AFTRA and AEA are members of the Associated Actors and Artistes of America ("4As") and consequently are governed by the 4As Constitution, which vests authority to determine matters of jurisdiction involving the constituent 4As unions in the 4As International Board. SAG-AFTRA is, contemporaneously to this correspondence, invoking the 4As' jurisdictional dispute resolution procedures by filing the attached complaint. We are mindful, however, that pursuant to the April 28, 2014, Agreement between the AFL-CIO's Department of Professional Employees (DPE) and the 4As, the 4As jurisdictional dispute resolution process between 4As unions is to be carried out with "the input of DPE."



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Consequently, we respectfully request that the AFL-CIO's DPE assist the parties in this matter, including, but not limited to, facilitating the appointment of a mediator to pursue an agreement as to this matter. Although SAG-AFTRA has decided to initiate dispute resolution processes through the 4As, we remain willing and eager to use the services of the AFL-CIO's DPE to find an amicable resolution to the dispute if possible.

Sincerely,

Gabrielle Carteris  
President

David P. White  
National Executive Director

cc:

Kate Shindle, President, AEA  
Sandra Karas, Secretary-Treasurer, AEA  
Melissa Robinette, Vice President, AEA  
Mary McColl, National Executive Director, AEA  
Jennifer Dorning, President, DPE  
Paul Almeida, Executive Director/Executive Secretary, 4As  
Liz Shuler, Secretary-Treasurer, AFL-CIO  
Tefere Gebre, Executive Vice President, AFL-CIO  
Rebecca Damon, Executive Vice President, SAG-AFTRA  
Camryn Manheim, Secretary-Treasurer, SAG-AFTRA  
Duncan Crabtree-Ireland, COO & General Counsel, SAG-AFTRA  
Ray Rodriguez, Chief Contracts Officer, SAG-AFTRA  
Lynn Rhinehart, Counsel, AEA  
Jon Hiatt, Counsel, SAG-AFTRA



October 17, 2020

Paul Almeida  
Executive Director/Executive Secretary  
Associated Actors and Artistes of America (4As)  
815 16th Street NW  
Washington, DC 20006

Re: Complaint Against AEA Regarding Infringement of SAG-AFTRA  
Jurisdiction

Dear Executive Director/Executive Secretary Almeida,

Pursuant to the 4A's Constitution Articles III and IV, SAG-AFTRA hereby charges Actors' Equity Association (AEA) with infringement of its rightful and traditional jurisdiction and seeks protection from any further encroachment and appropriate remedial relief for violations that have already occurred.

Since the 1930s, SAG-AFTRA and its predecessor unions have held and exercised exclusive jurisdiction over recorded media and live broadcast media, and, since its inception, over streamed and digitally transmitted media as well. Traditionally over many decades, when a live theater production was to be recorded for broadcast, or more recently for streaming, SAG-AFTRA has held undisputed jurisdiction over such recording or broadcast, including in connection with live theater productions - otherwise the jurisdiction of AEA.

During the COVID-19 pandemic, AEA approached SAG-AFTRA seeking a waiver of SAG-AFTRA jurisdiction over the recording and/or streaming of live theater productions for the purpose of supporting AEA, its members, and its traditional employers. SAG-AFTRA expressed its willingness to grant such a waiver, provided AEA acknowledged SAG-AFTRA's traditional jurisdiction and certain other provisions designed to assure such a waiver were a replacement and substitute for live theater, rather than a disguised, permanent incursion into SAG-AFTRA's traditional jurisdiction.

AEA, however, has refused to accept these reasonable provisions of the proffered waiver, has rejected continuing dialogue between the unions regarding the waiver, and has instead chose to launch a public campaign of misinformation, while surreptitiously seeking to encroach upon SAG-AFTRA's jurisdiction in certain areas.

SAG-AFTRA therefore seeks a prompt resolution by the 4As International Board confirming that the disputed jurisdiction is held exclusively by SAG-AFTRA, and awarding appropriate remedial relief as needed.

A copy of SAG-AFTRA's National Board's October 8, 2020 resolution, describing these infringements in further detail, is attached to this Complaint as Exhibit A.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Duncan Crabtree-Ireland', written in a cursive style.

DUNCAN CRABTREE-IRELAND  
Chief Operating Officer & General Counsel  
SAG-AFTRA

*Counsel for SAG-AFTRA*



Resolution re: SAG-AFTRA and AEA Jurisdiction

WHEREAS, SAG-AFTRA and its predecessor unions have held and exercised exclusive jurisdiction over recorded media and live broadcast media since its inception in the 1930s, and over streamed and digitally transmitted media since its inception; and

WHEREAS, Actors' Equity Association (AEA) is the union that represents performers in live theater in the United States; and

WHEREAS, traditionally over many decades, when a live theater production is to be recorded for broadcast, or now streaming, SAG-AFTRA holds undisputed jurisdiction over that recording or broadcast; and

WHEREAS, during the COVID-19 pandemic, AEA has approached SAG-AFTRA seeking a waiver of SAG-AFTRA jurisdiction over the recording and/or streaming of live theater productions for the purpose of supporting AEA, its members, and its traditional employers; and

WHEREAS, SAG-AFTRA was and remains willing to grant such a waiver, provided AEA acknowledges SAG-AFTRA's traditional jurisdiction, and certain other provisions designed to assure such a waiver is a replacement and substitute for live theater and not a disguised, permanent incursion into SAG-AFTRA's traditional jurisdiction; and

WHEREAS, AEA has refused to accept the reasonable provisions of the proffered waiver, and instead of continuing the dialogue between the unions about the waiver chose to launch a public campaign of misdirection and misinformation; and

WHEREAS, it now appears that AEA has been engaged in a surreptitious campaign to encroach upon SAG-AFTRA jurisdiction, having established a "media committee" and having sought to quietly secure agreements for work that is clearly within the scope of SAG-AFTRA's jurisdiction; and

WHEREAS, SAG-AFTRA desires for its members and others to be fully informed about the circumstances of this jurisdictional matter, and rejects the AEA campaign of misinformation on social media and push polling;

NOW, THEREFORE, BE IT RESOLVED by the SAG-AFTRA National Board:

1. SAG-AFTRA holds jurisdiction over recorded media and broadcast media (including streaming). This jurisdiction applies fully to recording or broadcast of live theater productions.
2. The National Board confirms SAG-AFTRA's willingness to grant a waiver to AEA during the pandemic period, to permit AEA to cover recording and streaming of live theater productions by traditional AEA signatories, subject to reasonable limitations and an acknowledgement of jurisdiction, on terms consistent with those set forth in the waiver document that has been made available in draft form to AEA and the SAG-AFTRA membership.
3. The National Board directs SAG-AFTRA counsel to conduct an investigation of AEA's activities seeking to poach SAG-AFTRA's jurisdiction, with a particular emphasis on its "Media Committee" and the many agreements it has made for so-called "remote" work that falls squarely within SAG-AFTRA's jurisdiction, taking thousands of days of work from performers who should have been working under SAG-AFTRA contracts.

*Approved unanimously by SAG-AFTRA National Board, 10/08/2020*