



July 21, 2020

Gabrielle Carteris, President
Rebecca Damon, Executive Vice-President
Camryn Manheim, Secretary-Treasurer
SAG-AFTRA National Headquarters
5757 Wilshire Blvd
Los Angeles CA 90036

Dear Gabrielle, Rebecca and Camryn:

I am writing to you today to express significant concern over our ongoing conversations regarding jurisdictional questions during the COVID-19 pandemic.

At our July 8th meeting, I believe we reached an understanding that SAG-AFTRA would not stand in the way of Equity's work - even if it included an online/remote component - for the duration of this health crisis.

We were very clear that the perceived space between our two organizations is being weaponized against us at the bargaining table, and SAG-AFTRA representatives expressed a desire to support a sibling union during this difficult time.

Although we immediately drafted and sent a written document to this effect, we are currently stalled by SAG-AFTRA's demand that Equity affirmatively cede future jurisdiction over remote work, other than what is specifically covered by our current bargaining relationships. It also seems that the document we discussed for our bargaining partners is being withheld until we sign the broader jurisdictional agreement, although we were clear on the 8th that we had to present a response on the 13th.

I recognize that SAG-AFTRA believes that jurisdiction is simple: if a show is being done for a live audience, it is Equity work; if a camera or microphone is turned on, it is SAG-AFTRA's. The reality is that jurisdiction is more complex than this. There are numerous instances in which performers working on an Equity contract are filmed or recorded, and many of these arrangements are embedded in mature Equity contracts as examples of the kinds of work we have traditionally covered (and need to continue to organize). To sign the proposed document as SAG-AFTRA staff has revised it would place us in an impossible position. I feel obligated also to point out that there are live audience productions - such as the recent performance of *Jesus Christ Superstar* and the annual Tony Awards - that are performed by actors in front of a live audience, and yet these productions have been covered by a SAG-AFTRA contract.

We came to you for help and support, primarily so that we could continue working with our long-established bargaining partners during an unprecedented time in which every single brick-and-mortar Equity theater is shut down. From our vantage point, it appears that SAG-AFTRA is instead seeking to leverage the pandemic in the interest of dramatically expanding its traditional jurisdiction at Equity's expense.

We need to stop this. We need to agree that while there are certainly larger questions to be addressed, that is a conversation for later. It is well beyond my comprehension why SAG-AFTRA is attempting to weigh in on our longstanding practice of making remote viewing available in educational facilities, for example, while remaining silent on another sibling union's practice of filming operas to be shown in movie theaters. We believe that AGMA has the right to work in its own arena, even as distribution models evolve, and that the same is true for Actors' Equity. I also cannot understand how, while expressing support for our clearly-stated need to creatively collaborate with employers on contingency plans for work that would otherwise be performed live in brick-and-mortar spaces (readings, new projects, virtual ticketing, etc), SAG-AFTRA has repeatedly offered deferred-payment, minimum wage contracts to our employers that a) undercut our rates, b) were built for low-budget films, rather than theatre, c) do not even contemplate stage managers, and, most important, d) *virtually guarantee that absolutely nobody working these agreements will have any shot at qualifying for health coverage during a global pandemic.*

SAG-AFTRA says it is looking for "clarity" regarding jurisdictional lines. But it feels to us like SAG-AFTRA is attempting to broaden its reach into Equity's work during a catastrophe that has shut down our workplaces, by conditioning the solution to our short-term requests on a long-term declaration of jurisdiction.

As I said, we are willing to reexamine these issues once we reach some semblance of normalcy again. It is unreasonable and unfair for SAG-AFTRA to make these demands that we do so during a pandemic, when our entire membership is unemployed and our industry is shut down.

I understand that SAG-AFTRA has requested another high-level meeting with us ASAP. If you are confident that it's possible for us to resolve these challenges in a mutually agreeable fashion, we can go ahead and schedule that. For clarity, though: at this extraordinarily challenging juncture, I'm reticent to ask our staff to set down their other work if we're just going to talk in circles. In the interim, I would be happy to discuss with any or all of you if you have questions and/or thoughts.

I remain hopeful that we can do what is best for the moment, best for our members, and best for the labor movement.

Kate Shindle
President
Actors' Equity Association

Deadline