

What SAG-AFTRA Failed to Mention

The AMPTP has been clear from the outset that its goal is to arrive at a contract that is fair and equitable for SAG-AFTRA members. The offer that SAG-AFTRA walked away from on July 12 is worth more than \$1 billion in wage increases, pension & health contributions and residual increases and includes first-of-their-kind protections over its three-year term, including expressly with respect to AI.

On July 17, 2023, SAG-AFTRA issued a chart entitled “SAG-AFTRA Negotiations Status as of July 13, 2023.” Substantial portions of that chart are misleading, either in the characterization of the Producers’ offer or in the omission of key details. The chart below provides the Producers’ perspective on each of the items noted in SAG-AFTRA’s July 17th chart (the text in black is reproduced from SAG-AFTRA’s chart, while the text in red and blue represents the Producers’ additions).

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.</p> <p>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>What SAG-AFTRA Failed to Mention: The Producers’ offer is historic by any measure. The last time the Union secured a general wage increase of 5% in any year was in 1988. Based on theatrical and television earnings in calendar year 2022, the Producers’ current offer would generate an additional \$717 million in wage increases over 3 years. By comparison, in the 2020 negotiations, the wage increases secured by the Union generated approximately \$305 million over 3 years. The Producers are offering more than double the wage increases offered in the previous contract.</p> <p>This doesn’t even take into account the outsized increases offered to several categories of employees, including an 11% increase in year 1 for background actors, stand-ins and photo doubles and increases for stunt coordinators under “flat deals” in television of 10% in year 1, 6.5% in year 2 and 5% in year 3.</p> <p>In total, the offer to SAG-AFTRA represents more than \$1 billion in wage, pension & health contribution and residual increases.</p>
<p>NEW MEDIA REVENUE SHARING: Casts share in the revenue generated when their performances are</p>	<p>Rejected.</p> <p>What SAG-AFTRA Failed to Mention: The parties discussed this proposal numerous times over the course of negotiations. Each time, the Producers emphasized that they had fundamental objections to the</p>

exhibited on streaming platforms. This would allow casts to share in the success of high-performing shows.

Union's proposal, and asked that the proposal be removed, as it was serving as a roadblock to reaching an agreement. The Producers repeatedly expressed the need to find an alternate path to a deal. That does not mean the Producers were ignoring the Union's request for increases to residuals for performers on High Budget SVOD programs. To the contrary, the Producers' offer includes substantial increases to residuals for High Budget SVOD programs. In fact, the largest streaming services would be paying 22% more in residuals, including 76% more in foreign residuals.

Some may ask, "Why is the Union's proposal fundamentally objectionable? Why is an alternate path to a deal needed?"

- The Union is proposing that performers share in the rewards of a successful show, without bearing any of the risk. Under the Union's proposal, performers would be entitled to receive not only the existing fixed residual – which is paid to the performer even if no one is watching the program – but also a new residual which "shares" in revenue that is somehow attributed to the show. The Union proposes to "share" in success, but not in failure. That is not sharing.
- Further, the Union's proposal does not "follow the money." It seeks revenue generated by a streaming service, but that is not money that the Producer of a program is entitled to receive. The Producer of a program gets a license fee from the streaming service. That's it. The Producer does not share in the subscription revenue that the streaming service generates, so it is completely illogical to ask the Producer to pay based upon that revenue.
- It's easy to say, "The companies are all related, so they can pay themselves." But that is not how it works. Many Producers regularly create content for streaming services that are not part of their own corporate family. And even those that are producing for a related streaming service are entitled to nothing more than a license fee. The Union's proposal creates a one-size-fits-all approach that ignores the relationship between program suppliers and exhibitors.
- The Union's proposal also relies on opaque "revenue contribution" metrics generated by a third-party analytics company. Those metrics, which are not readily available to anyone who doesn't pay the third-party analytics company, lack any demonstrable link to the actual revenue received by the service in the form of new or retained subscribers.

<p>WAGE INVASION DUE TO ADVANCE PAYMENT</p> <p>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>What SAG-AFTRA Failed to Mention: The Union minimized the breakthrough protection offered by the Producers: limiting advance payment of residuals to 15% of initial compensation for performers guaranteed less than \$75,000 per week or per episode on High Budget SVOD programs, plus expanding that protection to all television programs</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>What SAG-AFTRA Failed to Mention: The Producers offered a 17% increase in the per diem in year 1, with an additional increase in year 3, for a total increase of 25% by the third year of the Agreement. The \$75 per diem offered by the Producers is well in excess of the U.S. General Services Administration's standard per diem rate for meals and incidental expenses in the continental U.S. of \$59.</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> <p>What SAG-AFTRA Failed to Mention: The Producers offered to increase the Schedule F money break for “deal contracts” (by far the most common form of employment under Schedule F) in year 2 by:</p> <ul style="list-style-type: none"> ● 17% for ½ hour television programs (from \$32,000 or more per picture to \$37,500 per picture) ● 41% for 1 hour television programs (from \$32,000 or more per picture to \$45,000 per picture) ● 23% for theatrical motion pictures (from \$65,000 or more per picture to \$80,000 or more per picture). <p>The Schedule F money break for performers on mini-series also would increase by 11-19% (from \$4,650 per week and \$40,000 or more per picture to \$5150 per week and \$47,500 or more per picture, in year 2).</p> <p>Other Schedule F money breaks, including the break for rarely-used “multiple picture performers,” also received increases under the Producers’ proposal.</p> <p>These are <i>historic</i> increases that will put substantial amounts of money into the pockets of Schedule F performers.</p> <p>The Producers rejected the portion of the Union’s proposal that would require payment of the minimum weekly rate to Schedule F performers for weeks they do not actually work.</p>
<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 singer work going off-shore and non-union. 4. Increase transparency and accuracy in reporting of singers’ work. 	<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>What SAG-AFTRA Failed to Mention: The Union diminishes the gains offered to singers with dismissive editorializing. The facts are:</p> <ul style="list-style-type: none"> ● The Producers’ proposal for vocal contractors changes the contractual obligation so that sweetening and overdubbing payments are included for the first time in the premium owed to vocal contractors, with the result that the applicable payment is increased by 33% for overdubbing and 100% for sweetening. ● On principal photography days when singers also dance, singers will now be getting a bonus payment of 25% of the applicable dancer rate (i.e., between \$207 and \$271 per day for a singer hired on a daily basis, based on current dancer rates and not taking into account the wage increases offered in this

<p><i>(Withdrew after their rejection)</i></p>	<p>negotiation).</p>
<p>DANCERS:</p> <p>1. Dancers should receive additional compensation when they are asked to sing or lip sync in addition to dancing on rehearsal and shoot days.</p> <p>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.</p> <p>3. Remove the discounted group rate for 9+ dancers. <i>(Offered to withdraw in exchange for other gains for dancers)</i></p> <p>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></p>	<p>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.</p> <p>2. Tentatively agreed to the rehearsal days proposal.</p> <p>3. Rejected.</p> <p>4. Rejected.</p> <p>What SAG-AFTRA Failed to Mention: The Union again diminishes the gains offered by the Producers.</p> <p>The facts are:</p> <ul style="list-style-type: none"> ● On principal photography days when dancers also sing, dancers will now be getting a bonus payment of 25% of the applicable singer rate (i.e., between \$224 and \$293 per day for a dancer hired on a daily basis, based on current singer rates and not taking into account the wage increases offered in this negotiation). ● Producers agreed to pay dancers the same for rehearsal days as for performance days. The result is an enormous wage increase for dancers on rehearsal days: a 30% increase for dancers in groups of 9 or more, 49% increase for dancers in groups of 3-8 and 70% increase for solo or duo dancers. These increases apply to each day on which the dancer is rehearsing and are in addition to the wage increases the Producers have also offered.

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.

What SAG-AFTRA Failed to Mention: The Union neglects to explain the enormous implications of this tentative agreement: Major role (guest star) performers on all High Budget SVOD series and the 1st season of Pay TV series will see a 58% increase in their salaries.

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.

Offered inadequate fixed “stipends” that bear no relationship to the actual cost of spending months away from home to work on television shows.

What SAG-AFTRA Failed to Mention: The Producers’ offer entitles a term or series contract performer to receive up to \$30,000 each season for relocating. That is triple the amount of the current \$10,000 relocation payment. The offer also removes the cap on the number of seasons for which this allowance is payable (currently capped at either two or four seasons, depending on the number of episodes per season). This means that, going forward, even performers who are on a series for a decade or more will be entitled to this payment, each and every season.

SPAN: Increase figures that govern when series regulars can freely bargain for work time. These figures have not changed since their inception in 1971.

Countered with an inadequate increase that does not even come close to adjusting these figures for inflation.

What SAG-AFTRA Failed to Mention: The Producers’ offer would increase the span money breaks by 25% in year 2 of the agreement. That means that any Producer wishing to freely bargain for work time will now be paying performers 25% more. The figures had not been raised previously because the Union chose to prioritize other proposals in past negotiations.

<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>What SAG-AFTRA Failed to Mention: The Producers' offer would increase the wardrobe cleaning allowance for formal wear by 50% from \$18.00 to \$27.00 for both performers and background actors.</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>What SAG-AFTRA Failed to Mention: The \$100 increase (from \$1,400 per day to \$1,500 per day) represents a 7% increase on top of the 16% increase that was given in the last round of negotiations (from \$1,200 per day to \$1,400 per day). That means that since July 2020, the money break has gone up by 25% under the Producers' offer.</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> <p>What SAG-AFTRA Failed to Mention: The Union neglects to explain the implications of this tentative agreement. The money break at which advance payment for looping and retakes is permissible has been increased by 30% on ½-hour programs (from \$5,000 to \$6,500 per episode or program), by 33% on 1-hour programs (from \$7,500 to \$10,000) and by 25% on programs more than 1 hour in length (from \$10,000 to \$12,500).</p>	

BASIC RESPECT AND FAIRNESS

BACKGROUND

ACTORS: Improve background actors' wages and working conditions.

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.

2. In New York, background actors reporting before 6 a.m. should not be forced to wait in unsafe areas for public transportation.

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.

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.

5. Stand-ins who are required to rehearse or perform in place of a principal performer should be paid half of the principal performer

1. Rejected.
2. Offered additional reporting locations that are likely to be unsafe at early morning hours.
3. Offered \$35 flat fee.
4. Rejected.
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
6. Offered \$150 to background actors who render services as photo doubles or deliver scripted dialogue on camera.
7. Rejected.

What SAG-AFTRA Failed to Mention: The Union's rundown does not capture the scale of the improvements offered to background actors. Importantly, it neglects to mention that Producers have offered to increase the wage rate for background actors from \$187 per day to \$208 per day, an 11% increase, in year 1 of the agreement, which would be increased an additional 4% in year 2 and another 3.5% in year 3. Stand-ins and Photo Doubles will receive equivalent increases.

Of the other background actor items proposed by the Union, the Producers made substantial movement on a number of them:

- The Producers offered to provide courtesy transportation to a background actor who is required to report to a studio or location in the New York Studio Zone before 6 a.m. The pickup locations are all major transportation hubs, which were chosen specifically because they are likely to have substantial foot traffic, even in early morning hours: Grand Central Station, the Harlem/125th Street train stop, New York Penn Station, Port Authority, Atlantic Terminal and World Trade Center Station/Oculus. Any other location would have to be agreed upon between the Producer and the Union.
- The Producers' offer includes a \$35 adjustment, plus pension and health contributions, to background actors required to do extensive self-styling of hair or make-up, which equates to a 17% increase in the background actor's salary for the day.
- The Producers' offer to pay a \$150 adjustment, plus pension and health contributions, to stand-ins and photo doubles equates to a 62% increase in the stand-in's or photo double's salary for the day.

rate in addition to their stand-in pay. (*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.*)

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.

7. Background actors should be paid for each episode they are employed in during a single day. (*Withdrew this proposal after their rejection in an attempt to resolve other items*)

Background actors would achieve extensive gains under the Producers' offer.

CASTING & SELF-TAPED AUDITIONS:

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.

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:

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.

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.

What SAG-AFTRA Failed to Mention:

The Producers do not require performers to pay for access to jobs.

The Producers’ offer effectively makes it free for all performers to access casting materials and submit for work, whether it be through a third-party service or directly to the casting personnel through email or Dropbox.

The Producers also committed to either randomize all submissions or sort submissions in alphabetical or other order so that performers who submit through a paid account would not receive preferential treatment.

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.

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.

What SAG-AFTRA Failed to Mention: The key word here is balance.

The performers have legitimate concerns about self-tapes, and the Producers’ offer has been responsive to those concerns. However, casting personnel also need a framework that allows them to find the right person for a role. Because these provisions are the first of their kind and involve major changes to the way casting personnel do their jobs, Producers proposed that the Union should bring any issues or concerns to their attention for discussion and resolution with the casting executives, instead of agreeing to a mechanism that would punish inadvertent missteps in following the new rules.

1. **Audition Response Time: The Producers agreed to provide at least 48 hours for adult performers, and 72 hours for minor actors, to submit a self-tape. These timelines balance the realities of the casting process against the need of the performer to properly prepare for the self-tape.**
2. **Transparency: The Producers are committing to trying to answer any questions about whether a role has already been cast. While we understand the desire of performers to be kept in the loop**

about the casting process, the reality is that casting personnel can be working on hundreds of roles at a time. It's not realistic to ask them to notify everyone who has submitted a self-tape whenever there is an offer made.

3. Audition Material Page Limits: The Producers offered to limit self-tapes to 8 pages of scripted material. The Union was seeking 5 and 4/8 pages of scripted material. After consulting with casting directors, the Producers determined that the 8-page limit best balances the burden on performers with the need for casting personnel to see enough of the actor's performance to make an informed casting decision.
4. Other Agreed-Upon Limitations on Self-Tapes: No memorization required; prompting devices and/or holding sides is permitted; and accommodations will be made to performers with disabilities, minors and senior performers.

4. Tentatively agreed to limitations on technical requirements, such as recording quality, cameras, lights, microphones, backgrounds, editing software, and uploading services.	
5. Tentatively agreed to limitations on slate requirements, including allowing vertical/portrait full-body shots.	
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.	6. Rejected. What SAG-AFTRA Failed to Mention: The Union’s proposal would have required Producers to provide extensive detailed information in connection with each audition, including “creative vision” and “showrunner’s notes.” Sometimes this information is simply unavailable. For example, the full character may not yet be written. Additionally, reviewing a broad range of performer interpretations of a role is a key aspect of the casting process. Providing extensive information would narrow the range of performances given to the casting director and would stifle the unique, artistic characterization that a performer brings to a role.
7. Tentatively agreed that performers shall not be requested to audition in the nude or required to do a stunt in an audition.	
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.	
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.	
10. Performers must be provided with an opportunity to audition in person or virtually in lieu of a self-tape upon request.	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. What SAG-AFTRA Failed to Mention: Past experience has shown Producers that many performers prefer self-tapes to in-person or virtual auditions. It may be that many performers accept the Producers’ offer to audition in person or virtually. But it may also turn out that very few do. The point of the sunset clause is to allow the parties to see what happens over the next three years and answer the question, “How often are people using this?” If it turns out that the option for in-person or virtual auditions has been utilized, the parties can always renew the provision.
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>GEOGRAPHIC DISCRIMINATION:</p> <p>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>What SAG-AFTRA Failed to Mention: The contract requires the payment of the same minimum wages for a role, and application of the same terms and conditions, no matter where the performer resides or works. The Union’s proposal appeared to be centered around “overscale” negotiations, in which a Producer can offer a performer wages and other terms and conditions that are better than the minimums provided under the agreement. Those overscale negotiations are outside the scope of the collective bargaining process.</p> <p>Additionally, the Union provided no evidence for its claims outside of a few anecdotes. It has always been the case that some performers are paid more than others based on many factors that have nothing to do with geography, such as recognizability, previous experience or other unique qualities of the individual performer.</p>
<p>LATE PAYMENT:</p> <p>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>What SAG-AFTRA Failed to Mention: The Companies do not consistently pay late. Given the sheer volume of payments issued throughout the industry, there are instances in which payments are late. The Companies committed to meet with the Union upon its request to find solutions that ensure timely payment in these situations.</p> <p>Payments may be late for many different reasons, including missing paperwork from a performer or substantive disputes over whether a payment is due in the first place. A one-size-fits-all approach of increasing penalties doesn’t address the root of any potential problems that may exist.</p>

<p>HAIR AND MAKEUP EQUITY:</p> <p>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.</p> <p>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.</p> <p>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>What SAG-AFTRA Failed to Mention: The Producers' latest offer provided every performer an opportunity to meaningfully consult with production personnel so that the hair and makeup department is adequately prepared to work with the performer, including ensuring proper products and equipment. The Producers also offered that if the consultation determines that a qualified hair and makeup artist is not available, the performer will be reimbursed reasonable costs to get the service on their own, <i>as well as</i> payment for a minimum of 2 hours (or actual time spent on service, whichever is greater) at the performer's negotiated rate. Because productions often hire a large number of background actors (as many as over 1,000 per day), it is simply impossible to offer individual consultation to all background actors. Further, background actors frequently are asked to report to work "hair and makeup ready," and to address this issue, the Producers offered a 17% bump to background actors who are required to do extensive self-styling.</p>
<p>PENSION AND HEALTH (P&H) AND RETIREMENT:</p> <p>1. Increase the P&H contribution caps that have remained stagnant for more than 40 years.</p> <p>2. Background actors under 14 years old should not be discriminated against. They should receive pension contributions like everyone else.</p> <p>3. Address the allocation of funding between the Pension Plan and Retirement Fund.</p>	<p>1. Countered with insufficient increases to the caps.</p> <p>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."</p> <p>3. The parties have tentatively agreed to suspend the current allocation methodology while they study alternatives.</p> <p>What SAG-AFTRA Failed to Mention: The Producers proposed a 22% increase to the contribution cap for half-hour programs and a 33% increase to the contribution cap for one-hour programs, which would generate an additional \$36 million per year (or \$108 million over 3 years) in contributions to the pension and health plans. This is on top of the \$147 million in increased contributions to pension and health over three years resulting from general wage increases.</p>

<p>RESIDUALS P&H:</p> <p>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>What SAG-AFTRA Failed to Mention: The Union’s editorializing suggests Producers have inappropriately withheld residuals due to performers. That is simply untrue. Also misleading is the Union’s description of this proposal. The Union’s proposal would have the effect of reducing contributions from 20% to 13.5% to the pension and health plans which provide valuable pension and health care coverage to performers.</p>
<p>PERFORMANCE CAPTURE:</p> <p>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>What SAG-AFTRA Failed to Mention: The parties have a long-standing dispute about performance capture.</p>

<p>STUNT COORDINATORS:</p> <p>1. Stunt coordinators should no longer be excluded from residuals such as network reruns, foreign television and high budget streaming.</p> <p>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.</p> <p>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>)</p>	<p>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.</p> <p>2. Proposed increases, beyond their general wage increase offer, for “flat-deal” coordinators in television but refused to equalize the rates.</p> <p>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> <p>What SAG-AFTRA Failed to Mention: The Producers offered to pay stunt coordinators fixed residuals on High Budget SVOD programs on the same basis as the agreement reached between SAG-AFTRA and Netflix. The Producers also went further in agreeing that stunt coordinators would, for the first time, be paid fixed residuals on television programs.</p> <p>The Producers’ offer included outsized wage increases for stunt coordinators employed on a flat deal in television and on High Budget SVOD programs, resulting in a 10% increase in year 1, 6.5% increase in year 2 and 5% increase in year 3. Over the term of the contract, this will significantly reduce the differential between the minimums payable for television/High Budget SVOD versus those payable for theatrical motion pictures. The last time that stunt coordinators employed on a flat deal in television received an outsized increase was in 2017 when the minimums were increased by 7.5%.</p>
<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:</p> <p>Establish minimum terms for performers who narrate productions for blind and low-vision viewers. (<i>Withdrew this proposal and will pursue it in</i></p>	<p>Rejected. Withdrawn by Union.</p>

<p><i>other avenues)</i></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> <p>What SAG-AFTRA Failed to Mention: The Producers agreed to establish a comprehensive set of provisions that require informed consent and fair compensation when a “digital replica” is made of a performer, or when the performer’s voice, likeness, or performance will be substantially changed using AI. The Union did not respond to the Producers’ last counter regarding AI, so there is more work to be done in the area. We need a balanced approach based on careful use, not prohibition. Among other protections, the proposal provides that Producers:</p> <ul style="list-style-type: none"> ● Must obtain a background actor’s consent to use a “digital replica” other than for the motion picture for which the background actor was hired. Producers told SAG-AFTRA they would agree to apply the same provisions that the Producers proposed would apply to performers, so that <u>consent and separate bargaining for payment must take place at the time of use.</u> ● Cannot use “digital replicas” of background actors in lieu of hiring the required number of covered background actors under the Agreement. ● Must obtain a performer’s consent to create a “digital replica” for use in a motion picture. ● Must obtain a performer’s consent to digitally alter the performance beyond typical alterations that have historically been done in post-production. ● Must obtain a performer’s consent and <u>bargain separately</u> for use of a “digital replica” other than for the motion picture for which the performer was hired. ● Producers told SAG-AFTRA they would agree to SAG-AFTRA’s proposal that consent to use a “digital replica” must include a “description of the intended use.” Likewise, consent to digital alterations must include a “description of the intended alterations.”

<p>HIGH BUDGET SVOD: Improve residuals due for continued exhibition of pictures made for subscription-based streaming services.</p>	<p>Offered progress on this proposal, but significant gaps remain.</p> <p>What SAG-AFTRA Failed to Mention: The Producers’ offer included a 76% increase in High Budget SVOD foreign residuals and an overall increase of 22% for the four biggest streaming services (Amazon Prime, Disney+, Hulu and Netflix). This is on the heels of the already substantial 46% increase in High Budget SVOD residuals that the Producers agreed to during the 2020 negotiations and the 124%-237% increases agreed to during the 2017 negotiations.</p>
<p>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.</p>	<p>Agreed to improved timelines only for some performers, and only for new series commencing in the second year of the contract.</p> <p>What SAG-AFTRA Failed to Mention: The Producers’ offer dramatically shortened option periods for series regulars between seasons and also accelerated payment of option extension fees. The new provisions apply to those guaranteed less than \$65,000 per episode on half-hour series or less than \$70,000 per episode on one-hour series. This substantially expands protections, which currently apply only to those guaranteed \$32,000 per episode or less.</p> <p>A series regular cannot be held under option longer than 18 months from the <u>start of principal photography of the first episode of the prior season</u> without being paid an episodic fee to extend. Currently, an option extension fee isn’t payable until 12 months after the <u>end of principal photography of the last episode of the prior season</u>.</p> <p>The offer also included a new payment for delays between the exercise of an option and the start of work on the new season: one episodic fee (non-creditable) if the performer doesn’t start work on the new season within 3 months of the end of the prior option period. After 5 months following the end of the prior option period, the performer has a right to terminate unless the Producer starts paying full compensation for the season.</p>
<p>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.</p>	<p>Counter makes progress but still contains problematic provisions.</p> <p>What SAG-AFTRA Failed to Mention: The Producers’ offer would require a recurring guest star to be given either a firm start date or a tentative window of work dates for every episode at the time of engagement. If the performer notifies the Producer of another job offer that would conflict with any of the tentative work windows, the Producer has 24 hours from the time of notice to either guarantee a start date or change the tentative work window to accommodate the other job offer. Producers are still waiting for SAG-AFTRA to answer their questions about SAG-AFTRA’s most recent request that a performer be paid even for services that are not completed.</p>

MODERNIZATION AND ADDRESSING INDUSTRY SHIFTS

<p>OTHER THAN HIGH BUDGET SVOD:</p> <p>1. Apply union scale minimums, rest periods and protections for minors to new media productions that are not high budget, regardless of length.</p> <p>2. Require residuals for ongoing exhibition on advertiser-supported and subscription-based streaming services regardless of the budget or length of the picture.</p> <p>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.</p> <p>4. Increase the residual that applies when a traditional media picture is exhibited on a streaming platform that is free to the consumer.</p>	<p>1. Rejected.</p> <p>2. Rejected.</p> <p>3. Rejected.</p> <p>4. Rejected.</p> <p>What SAG-AFTRA Failed to Mention: For the first time ever, Producers offered to establish a full set of terms and conditions for high budget programs made for free ad-supported streaming (“AVOD”) services that are 20 minutes or longer (“High Budget AVOD Programs”), including scale minimums equivalent to programs made for basic cable, rest periods, protections for minors and other basic cable terms and conditions.</p> <p>The offer also included a residual for exhibition of the High Budget AVOD Program on the original AVOD service. (Currently there are no residuals for continued exhibition of an original AVOD Program on AVOD services.)</p> <p>The “high budget” and program length thresholds for AVOD programs are the same as the thresholds for SVOD Programs. These are the types of programs that are equivalent to what audiences think of as “basic cable” programs.</p>
<p>RESIDUALS REPORTING: Require greater specificity in the information provided in connection with the payment of residuals.</p>	<p>Tentatively agreed to a whittled-down version of this proposal.</p>

SAFETY

<p>MEAL BREAKS: Increase the penalties for not providing meal breaks, which have not been updated since 1961.</p>	<p>Rejected.</p> <p>What SAG-AFTRA Failed to Mention: The figures have not been raised in past negotiations because the Union chose to prioritize other proposals. Similarly, in this negotiation, the Producers have responded to a multitude of the Union’s other priority proposals.</p>
<p>REST PERIODS: Increase the penalties for failing to allow performers sufficient rest between work days.</p>	<p>Rejected.</p> <p>What SAG-AFTRA Failed to Mention: The agreement already requires significant rest periods for performers, which are among the longest rest periods in any of the contracts bargained by the AMPTP.</p>
<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>	

ADDITIONAL IMPORTANT PROPOSALS

<p>ON-SCREEN CREDITS:</p> <p>1. Producers should submit full and complete credits to IMDb and assist performers in correcting any inaccurate credits.</p> <p><i>2. 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>What SAG-AFTRA Failed to Mention: The Producers offered to make reasonable efforts to assist performers with correction and addition of IMDb credits. Because background actors are hired through background casting agencies, and Producers do not maintain complete records of background actors for each production, the Producers also told SAG-AFTRA that background actors may contact background casting agencies if they are unable to obtain credit information, and committed to contacting major background casting agencies to request their reasonable effort in assisting background actors.</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:</p> <p><i>SAG-AFTRA has withdrawn a proposal to require residuals for off-camera stunt performers.</i></p>	<p>Rejected.</p> <p>Withdrawn by Union.</p>
<p>TERM: The parties have tentatively agreed to a three-year term.</p>	
<p>NON-DISCLOSURE AGREEMENTS:</p> <p><i>SAG-AFTRA has withdrawn the proposal to protect against egregious provisions in non-disclosure agreements.</i></p>	<p>Rejected.</p> <p>Withdrawn by Union.</p>
<p>PROMOTIONAL TRAILERS: <i>SAG-AFTRA has withdrawn the proposal for scale minimums to apply to</i></p>	<p>Rejected.</p> <p>Withdrawn by Union.</p>

<p><i>trailers in new media, but continues to ask for transparency and accuracy in the reporting of work on trailers.</i></p>	
<p>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></p>	<p>Rejected. Withdrawn by Union.</p>
<p>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.</p>	
<p>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></p>	<p>Rejected, but notably requested the option to provide documents electronically in one of their proposals in circumstances where it benefited them. Withdrawn by Union.</p>
<p>ARBITRATION: <i>SAG-AFTRA has proposed replacing deceased arbitrators with living ones.</i></p>	<p>Countered with each party adding an arbitrator to each of the New York and Los Angeles panels. The parties are discussing their respective additions. What SAG-AFTRA Failed to Mention: The Union never proposed a single arbitrator for Producers to consider or otherwise responded to the Producers' counter.</p>
<p>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</i></p>	<p>Rejected. Withdrawn by Union.</p>

<p><i>in new media.</i></p>	
<p>UNRELEASED PROJECTS: SAG-AFTRA has withdrawn a proposed payment to performers when producers elect not to release a production, thereby depriving performers of potential residuals.</p>	<p>Rejected. Withdrawn by Union.</p>
<p>THEATRICAL RE-RELEASE PAYMENT: SAG-AFTRA has withdrawn a proposal for a new payment to performers when a theatrical film is re-released in theaters.</p>	<p>Rejected. Withdrawn by Union.</p>