

Agreement Between Actors' Equity Association and SAG-AFTRA

November 14, 2020

1. Duration of Pandemic Period:

The Pandemic Period will end on December 31, 2021, except as otherwise provided in Paragraph 2.g, below, provided that the parties will meet no later than October 1, 2021 to determine whether to adjust this date based on the state of the pandemic and live public performances.

2. Parameters during pandemic period

During the pandemic period, Equity may reach agreements with Equity signatories and other theaters covering work that is recorded and/or produced to be exhibited on a digital platform, either as a replacement for a live theater production (*see* Paragraphs 2.a and 2.b, below) that cannot take place because of the pandemic *or* for a partially virtual/digital audience that supplements a live audience during the pandemic period, in accordance with the following parameters:

- a. The recorded performance may include live readings, staged readings, live theater, and other performances in the general nature of theater, and may involve minor editing;

- b. The performance is intended to be similar to a live performance that the theater typically offers to subscribers and ticket holders (e.g. readings, children's theater, repertory theater, cabaret, etc.);
- c. Except as otherwise permitted in Paragraph 2.e, below, the digital platform on which the work is to be exhibited is a restricted platform that can only be accessed by ticketholders or subscribers of the existing Equity bargaining partner or other theater;
- d. Exhibition on paid streaming services that regularly offer access to recorded programming (e.g. Netflix, Hulu, HBO Max, Disney +, AppleTV+, CBS All Access, Peacock, etc.), as well as distribution that is more in the nature of broadcasting or widespread streaming to the general public, is prohibited.
- e. During the pandemic period, as a replacement for live theater, Equity may continue to enter into agreements with existing Equity signatories and other theaters for the recording and exhibition of theater work, including archival material, to a remote audience as well as a partially live/partially digital audience. The aggregated digital audience will not exceed 200% of the size of the theater's house for the contractual run of the production, and the performance may only remain on a digital platform for the lesser of three (3) months or the duration of

the run, provided, however, that in theaters with less than 350 seats, the aggregated digital audience will not exceed 300% of the size of the theater's house for the contractual run of the production.

- f. The program may not include work that is more in the nature of a television show or movie, including work that is shot out of chronological order, that is substantially edited prior to exhibition, or that includes visual effects or other elements that could not be replicated in a live manner;
- g. Any production that Equity has contracted for with a bargaining partner may be completed, notwithstanding the termination of the pandemic period, provided that the production does not extend for more than six (6) months past the termination of the pandemic period, and provided further that all of the conditions in Paragraphs 2.a through 2.f, above, have been met.
- h. During the pandemic period, SAG-AFTRA will not seek or accept work of the type described above in Paragraphs 2.a through 2.c and 2.e through 2.g from any existing Equity signatory or other theater, and will refer to Equity any existing Equity signatory or other theater that is seeking to do this work.

3. General Provisions

- a. Except as set forth in Paragraphs 2.a through 2c and Paragraphs 2e through 2h above, both parties agree that work done for recorded or broadcast/livestreamed media, including the transmission of a live theater performance outside the theater itself, ordinarily falls within SAG-AFTRA's exclusive jurisdiction. The parties also acknowledge that some provisions in Equity's CBAs and agreements with employers involve limited recording and/or transmission of Equity productions by Equity employers, such as the capture of theater productions for archival, promotional, educational, or reference purposes, and agree that this work may continue to be done under these CBAs or agreements.
- b. Equity will not rely on, argue, or cite the fact that it is performing certain work during the pandemic period as evidence of Equity's jurisdiction, nor will it accept work from an Equity or other theater that violates this Agreement without the express consent of SAG-AFTRA.
- c. SAG-AFTRA acknowledges that live theater performances ordinarily fall within Equity's exclusive jurisdiction.

- d. SAG-AFTRA and Equity will continue their longstanding practice of referring to each other work that clearly falls within the other union's traditional jurisdiction.
- e. Both unions agree that a small group of senior staff and, where appropriate, union leadership, will meet periodically to discuss issues of mutual concern, as well as issues arising under this Agreement.
- f. These agreements shall be binding, permanent, and shall not expire with the end of the Pandemic Period.

4. Pending Claims

The parties acknowledge that prior to the date of this Agreement, Equity has filed grievances on behalf of members seeking compensation and health weeks in connection with work that has been the subject of dispute between the parties. Both unions want the best possible outcome for these members. **This agreement does not prohibit Equity from taking action to resolve these claims, provided that in so doing, Equity will not make any argument or claim that conflicts with the jurisdictional principles contained in the Agreement.**

5. Dispute resolution process

The parties agree that any disputes regarding the meaning or application of the Agreement's terms shall be resolved in the following manner:

- a. Each party will designate a representative and an alternate representative as the point of contact for any disputes arising out of this agreement.

- b. If either party believes a violation may have occurred, that party will contact the other party's designated representative, or, in the event of their unavailability, the alternate representative. The parties will consult in good faith within 24 hours (unless a longer timeframe is mutually agreed) to attempt to resolve the issue.

- c. If the issue cannot be resolved through the foregoing procedure, the aggrieved party may, within 48 hours of the conclusion of the prior step, submit the dispute for a ruling by a panel comprised of one party referee for each party, and one neutral referee, who shall chair the panel. The panel will convene a meeting/call within 48 hours of being notified of the dispute (unless extended by mutual agreement) and will issue a written ruling on whether the agreement has been violated within 72 hours of the meeting/call. The foregoing time limitations are intended to apply to issues of application of the agreement to particular productions; for general issues of contract interpretation, the time limitations will not apply but the parties commit to

expedite the process. If the ruling finds a violation, the ruling shall specify the actions the non-complying union must take to come into compliance with the agreement. The ruling is final and binding.

d. The parties will split the fee of the neutral referee. The parties will consult with the neutral referees designated pursuant to paragraph 6 and mutually determine the fee for neutral referees.

e. The parties can modify this procedure by mutual agreement.

f. Appointment of neutral referees: The panel of neutral referees will consist of at least three persons mutually selected by the parties [one of whom shall be designated as the referee, and the others of whom will be designated as alternate referees]. Referees shall serve on a particular dispute either by mutual agreement of the parties, or [if there is no agreement, the referee will serve unless s/he is unavailable, in which case an alternate referee will serve by rotation through the list of alternate referees in alphabetical order by last name. The initial neutral referee(s) is/are [NAME]. [The parties will mutually determine the name of the initial neutral referee within 48 hours of the approval of this agreement.] In

addition, the parties will designate at least two alternate neutral referees to serve in the event the neutral referee(s) are unavailable to serve in a timely manner. The parties will mutually determine replacement and successor referees as needed.