



Some Problems with AFTRA's Tentative Deal

Gave Up Significant Jurisdiction in New Media

AFTRA accepted the DGA pattern that gave up jurisdiction over made for new media productions costing under \$15,000 per minute. This would **allow our signatory AMPTP companies to do non-union productions and compete against the independent producers who work under our contracts now.** SAG has signed more than 500 made for new media productions in the last several years – nearly all of them produced for less than \$15,000 per minute. f

Gave Up Residuals in New Media

AFTRA gave up residuals **on made for new media productions**, except in one very narrow, and very rare instance (only when produced for more than \$25,000 per minute for a consumer-pay platform.)

AFTRA's tentative deal **does not secure adequate residuals for television shows that stream over the Internet on an advertiser-supported platform.** This is a huge problem for SAG members because the new media platform could cannibalize some existing residuals models for both motion pictures and television when product moves to the Internet. AFTRA's abandonment of residuals in new media means the beginning of the end of residuals in new media.

Made No Significant Gains for Middle Class Actors

Actors need real wage gains. Under AFTRA's tentative deal, actors could be making less over three years, in adjusted dollars than they are today. AFTRA's increase in minimums amounts to about 10% over three years. This is less than the current rate of inflation and below the projected rate for the term of the contract. Provisions for major role performers were not improved nearly enough. The money breaks provide little improvement. The trailer money break in the third year is less than weekly scale. All money and schedule breaks under the tentative deal become effective only in the second year and the schedule break increases do not include corresponding overtime breaks.

In fact, achievements claimed by AFTRA for major role performers are actually diminished in the third year of the contract when these performers are moved into a new pay schedule where they actually lose some of the overtime and travel pay benefits.

Did Not Protect Actors on Clip Consent

AFTRA may have a tentative deal on clip consent but we don't yet know the impact because their deal is contingent on the development of a process for securing consent. Because the process does not yet exist, we don't know how it will work.

What we do know is that the tentative agreement allows for **clip consent at the time of hire without the necessary protections**. SAG believes that consent at the time of hire must have strong protections that prevent employers from retaliating against actors who refuse to give their consent. Without strong protections in place – AFTRA's right of consent at the time of hire could easily become "Right to get fired at the time of hire."

Did Not Advance Background Performer Proposals

AFTRA increased the number of covered background actors in television... by 1 -- just enough to truthfully claim to have achieved something. More importantly, the deal failed to measurably advance other Background Actor issues. This deal also does not include any gains for stand-ins.

So Called "Groundbreaking" Get in Background Rest Provisions

AFTRA's original list of "groundbreaking" gets for members included a line about securing rest provisions for background performers in Los Angeles. This has recently disappeared from AFTRA's list of "groundbreaking" improvements. Why? Because the rest period covered in the "groundbreaking" deal point is actually only the minimum already mandated by California state law.

Gave Up On DVD Gains

AFTRA dropped the proposal on DVD's. SAG has not. After more than 20 years of ridiculously low **DVD residuals on which SAG members pay their own P&H**, SAG believes that asking the employers to pay P&H on top of residuals is a fair proposal.

Mileage – AFTRA withdrew this proposal.

Mileage reimbursement hasn't changed in nearly 30 years while the cost of gasoline has gone up by nearly 700% -- and is approaching \$5 per gallon.

If Disney can pay Bob Iger \$90 million per year, and the other companies can pay the fat packages they give their CEO's, SAG thinks they can increase the reimbursement for mileage so our members can get to the jobs.