



SAG·AFTRA®

**NETWORK
TELEVISION
CODE**

2022

REFERENDUM BOOKLET

IMPORTANT INFORMATION

The SAG-AFTRA National Board overwhelmingly recommends members **VOTE YES** for the gains negotiated for the 2022 National Code of Fair Practice for Network Television Broadcasting (“Network Television Code”).

**VOTE YES
TODAY**

ivsballot.com/netcode2022

All eligible members were mailed a postcard on Friday, June 17, 2022, with instructions and a PIN number on how to vote online or how to request a paper ballot. If necessary, you can retrieve your PIN number at the voting website by clicking “Find My PIN”.

Ballots – whether submitted online or by mail – must be received by 5 p.m. PDT on Friday, July 8, 2022.

MEMBER INFORMATIONAL MEETINGS – VIA ZOOM –

THURSDAY, JUNE 23, 2022

12 PM PT / 1 PM MT / 2 PM CT / 3 PM ET

AND

6 PM PT / 7 PM MT / 8 PM CT / 9 PM ET

Visit sagaftra.org/netcode2022 for RSVP details.

For questions, email netcode2022@sagaftra.org or call the contract hotline at (323) 549-6546.

PLEASE NOTE: ALL MEETING INFORMATION SUBJECT TO CHANGE.

Check sagaftra.org/netcode2022 and watch your email for notices. All paid-up SAG-AFTRA members in good standing who work the Network Television Code are urged to attend these important informational meetings. This meeting is only open to paid-up SAG-AFTRA members in good standing (paid through April 30, 2022 and/or Oct. 31, 2022, or in compliance with the May 2022 Dues Relief Extension Program), no guests are allowed. Parents/guardians of performers under 18 years old are welcome.



Dear Member,

The SAG-AFTRA National Board has approved a tentative Network Code agreement and is recommending that members vote “yes” to ratify it. This tentative agreement with the major television broadcast networks and other producers contains a number of significant gains that speak directly to the concerns our members brought to us in the wages and working conditions process.

The contract is the product of extensive efforts by our member negotiating team, led by Negotiating Committee Chair Keri Tombazian and Vice Chair Kevin Scullin, working alongside Lead Negotiator Ray Rodriguez and our expert negotiating staff. The team has done an excellent job in achieving gains in the areas you told us were most important.

HIGHLIGHTS INCLUDE

- ▶ Substantial increases for dancers on primetime variety shows and award shows in the extra rehearsal rate (from \$30 to \$40) and overtime rates (from \$45 for primetime variety and \$48 for award show rehearsal days to \$55 for both), including a new \$70 overtime rate for hours in excess of 12 in a day.
- ▶ Notice of authorized rehearsals required to be given to dancers to enable dancers and the union to surface and resolve disputes over whether rehearsals are covered.
- ▶ Singers now receive doubling pay at 50% of the applicable dancer program fee when required to learn complex choreography.
- ▶ Where there are more than two weeks of rehearsal for an award show or primetime entertainment special, rehearsal pay is due biweekly, instead of after show day.
- ▶ First-ever requirement to pay scale — set at the same as traditional media scale — for promotional announcements made for new media with an additional 15% due for use beyond 13 weeks.
- ▶ First-ever requirement of additional compensation — set at 15% of minimum fee — for reuse beyond 13 weeks of a traditional media promotional announcement in new media.
- ▶ Automatic \$14 additional compensation for background actors and stand-ins required to work in artificially generated rain or smoke (excluding herbal cigarettes) when not able to wear appropriate swim, surf or snow gear.

- ▶ Stand-in minimum calls significantly increased.
- ▶ Matches the Codified Basic and Television Agreement terms on nudity and simulated sex.

In addition, the tentative agreement also contains general wage increases of 3% per year, a 1% benefit fund contribution rate increase split 60% to the SAG-AFTRA Health Plan and 40% to the AFTRA Retirement Fund, and other gains.

The Network Television Code generates more than \$200 million a year in covered member earnings and includes programming in nearly all non-primetime and all non-dramatic primetime television, as well as digital media. Covered programs include morning news shows, talk shows, serials (soap operas), variety, reality, game shows, sports and promotional announcements.

We invite you to review the referendum booklet and attend the Network Code informational meetings on **June 23 at noon PT / 1 p.m. MT / 2 p.m. CT / 3 p.m. ET and 6 p.m. PT / 7 p.m. MT / 8 p.m. CT / 9 p.m. ET.** RSVP at sagaftra.org/netcode2022. If you need additional information, email your unanswered questions to netcode2022@sagaftra.org or call (323) 549-6546.

Members were sent a postcard with a PIN and instructions on how to vote. Go to ivsballot.com/netcode2022 and VOTE YES before the 5 p.m. deadline on Friday, July 8, 2022. You can also retrieve your PIN from that website. If you do not wish to vote online, you may request a paper ballot by calling Integrity Voting Systems toll free at (844) 798-3760 no later than noon PDT on Tuesday, July 5, 2022, and a paper ballot package will be mailed to you.

Let's make it official and solidify these gains.

In unity,



Fran Drescher
SAG-AFTRA President



Duncan Crabtree-Ireland
SAG-AFTRA National Executive Director

Summary of Tentative Agreement ("Tentative Agreement") for a Successor to the 2018 SAG-AFTRA National Code of Fair Practice for Network Television Programming ("Network Code")

1. TERM: July 1, 2021 through June 30, 2024.

2. WAGES:

- a. General Wage Increase:** Increase wages ¹ by 3% effective July 1, 2021, 3% effective July 1, 2022 and 3% on July 1, 2023.
- b. Daytime Serials:** For Daytime Serials, in lieu of the general wage increase, increase the program fees in Paragraphs 2.A.(2)(b)(i) and 3.C.(1) by 2% effective July 1, 2021, 2% effective July 1, 2022 and 2% effective July 1, 2023.
- c. Background Actors:** Apply the following increases in lieu of the general wage increase:
 - i. Variety Programs (8.A):** Increase rates for all program lengths by 3% effective July 1, 2021, 3% effective July 1, 2022 and 3% effective July 1, 2023.
 - ii. Daytime Serials (8.C(1)):** Increase rates for all program lengths by 2% effective July 1, 2021, 2% effective July 1, 2022 and 2% effective July 1, 2023.
 - iii. Other than Serials and Variety (8.D):** Increase rate for General Ability to \$126 effective July 1, 2021, to \$132 effective July 1, 2022 and to \$136 effective July 1, 2023. Increase Special Ability Background Actor to \$136 effective July 1, 2021, to \$142 effective July 1, 2022, and to \$146 effective July 1, 2023.
 - iv. Promotional Announcements (10A.(1)):** Increase rate to \$126 effective July 1, 2021, to \$132 effective July 1, 2022 and to \$136 effective July 1, 2023.
- d. Stand-Ins (36.B.(1)):** Increase the hourly rate from \$29 to \$30 effective July 1, 2021, and to \$31 effective July 1, 2022.
- e. Promotional Announcements (10):** Effective July 1, 2022, Increase the On-Camera Promo rate for performers from \$340 to \$347 and the Off-Camera Promo rate from \$248 to \$253.
- f. Programs Reused in New Media (Sideletter 30):**
 - i.** Increase 3.D.1.(i) from the lesser of \$25 or the applicable "new media program fee" for use of excerpts up to two (2) minutes in length to \$26 effective July 1, 2022 and to \$27 effective July 1, 2023.
 - ii.** Increase 3.D.(1).(ii) from the lesser of \$75 or the applicable "new media program fee" for use of excerpts up to four (4) minutes in length to \$79 effective July 1, 2022 and to \$82 effective July 1, 2023.
- g. Extra Rehearsal Rate (other than Group Dancers):** Increase from \$30 to \$33 effective July 1, 2022.

¹ The general wage increase shall apply to the following sections: 2.A.(2)(a); 2.B.(1),(2) and (3), 2.C.(1); 3.A. and B.; 4.A.(1),(2) and (3); 4.B.(1) and (2); 5.A.(1), (3), (7), (14) and (16); 5.B.(1)(a), (2)(a), (3)(a) and (3)(b); 6.B and E.; 7.(A), (B), (C) and (D); 9.A.; 36.B(2); 75.A.(2) and 76.A.

3. AFTRA RETIREMENT FUND:

- a. Increase the contribution rate to the SAG-AFTRA Health Plan and AFTRA Retirement Fund by 1% from 18.5% to 19.5% effective January 1, 2022, split .6% to the Health Plan and .4% to the Retirement Fund.
- b. Reallocate .1% of the contribution rate to the Industry Advancement and Cooperative Fund (IACF) to the Health Plan for the term of this agreement, with the reallocation to sunset on the last day of this agreement.
- c. Form a subcommittee to meet to discuss multi service allocation requirements during the term of this agreement.

4. TRAVEL:

- a. **Primetime Award Shows and Primetime Entertainment Specials (43):** For primetime award shows and primetime entertainment specials, including the Superbowl halftime show, the obligation to provide transportation and lodging per paragraph 43 shall extend to producers' broadcast centers in New York, Los Angeles, Chicago and Washington, D.C., when a performer that resides outside the metropolitan area of that production location travels and remains overnight at the producer's request.
- b. **Local Travel at Out-of-Town Locations (43(C)(1)):** The requirement that performers be paid \$30 per day or part thereof when they are required to travel more than 20 miles from the broadcast center of New York, Chicago, Los Angeles or Washington, D.C., shall be expanded to also apply to any out-of-town location.
- c. **Single Hotel Rooms for Dancers (43.A(3)):** Require that single hotel rooms be provided to dancers if available — the same standard applicable to principal performers.
- d. **Unsafe Driving Conditions:** Require that producers endeavor to find alternative means of transportation or provide a hotel room in the event that a performer believes that they cannot drive home safely due to inclement weather or exhaustion.
- e. **Third Parties:** The parties acknowledge that travel arrangements for performers performing in a promotional capacity on programs covered by the Network Code are frequently made by third parties. Producers agree that they will make good faith efforts in those circumstances to ensure that such travel arrangements are not less favorable than provided for in Paragraph 43, but the parties reserve their respective positions on the ultimate obligation of the signatory producer when a third party has failed to make travel arrangements that comply with Paragraph 43.
- f. **Good Faith Application:** The Industry agrees to bulletin signatory producers regarding their obligations under the Network Code to provide travel and lodging and to further advise those producers that they may not encourage performers to show up at locations that are not in their area of residence for the purpose of circumventing those obligations.

5. NUDITY AND SIMULATED SEX:

- a. **Improved Protections at Auditions and Interviews**
 - i. **Earlier Notice:** If known at the time, the Producer will notify the performer or their representative of any nudity or simulated sex expected in the role prior to an interview or audition and include that information in any casting notice. If the performer has already been cast at the time that Producer learns of any nudity or simulated sex expected in the role, it will notify producer as soon as possible.
 - ii. **No Simulated Sex at Auditions/Interviews:** Simulated sex at auditions/interviews is now prohibited.

- iii. **Nude Auditions Limited to One Final Callback:** Nudity is prohibited at any audition except for a single, final callback audition.
- iv. **No Total Nudity:** Total nudity may not be required even at the final callback audition; performers must wear “pasties” and a G-string or its equivalent.
- v. **No Recording or Still Photography Without Written Consent:** There may be no still photography or recording of the single, final callback audition requiring nudity without the written consent of the performer.
- vi. **Only the Fewest Number of Essential Personnel May Be Present:** Only “those essential to the casting process” may be present, including remotely, for the single, final callback audition requiring nudity and shall be limited in number to “the fewest necessary for the casting of the role.” Any person present for the audition or viewing the audition remotely must identify themselves by name and title and be visible to the performer.
- vii. **Recording with Personal Devices Prohibited:** This includes personal cell phones and cameras.

b. Improvements Regarding “Nudity Riders”

- i. **“Written” Consent:** The appearance of a performer in a scene in which nudity or simulated sex acts are required of the performer, or for the body doubling of the performer, shall be conditioned upon their prior written consent.
- ii. **48-Hour Notice Period:** The Producer must submit the proposed written consent (i.e., “nudity rider”) for nudity and/or sex acts at least 48 hours in advance of the performer’s call time. If the role is cast less than 48 hours in advance, or if the Producer is replacing a performer who withdrew previously granted consent, then the proposed written consent must be provided at the earliest practicable time.
- iii. **More Required Information:** The written consent must include a “general description of the extent of nudity and the type of physical contact” and that the relevant script pages be attached, if available. In addition, the performer shall be provided with the name and phone number of a designated Producer representative who can address questions about the interpretation or application of the proposed written consent.
- iv. **Ability to Revoke Consent:** The performer has the right to withdraw their consent to appear nude or simulating sex acts at any time prior to photography, but not as to film already photographed. If the performer has already agreed to appear in such a scene and then withdraws their consent, Producer shall have the right to double the performer.
- v. **Body Doubling Limited:** In the event that a performer exercises their right to revoke their consent at any time and a producer exercises their corresponding right to double that performer, the nudity and/or simulated sex portrayed through body doubling shall be limited to the nudity and/or simulated sex to which the performer originally agreed. This applies whether the body doubling is achieved digitally or through use of a body double. Producer shall have the right to double children of tender years (infants) in nude scenes (not in sex scenes).
- vi. **Applies to Digital Technology:** Producer may not use digital technology to depict a performer as nude or as engaging in a sex act except as provided in this agreement.

c. Improvements During Production

- i. **Requirement of a “Closed Set”:** During any rehearsal or photography involving nudity or simulated sex, the set shall be closed to “all persons who are not essential to the filming or rehearsal of the scene,” which shall include observation by use of monitors.

- ii. **Recording with Personal Devices Prohibited:** As with auditions/interviews involving nudity and/or simulated sex, this includes personal cell phones and cameras.
 - iii. **“Cover-Up” Requirement:** The producer is now obligated to provide a cover-up, such as a bathrobe, to a performer who is nude or wearing only modesty garments when the performer is not actually engaged in rehearsing or shooting the scene and, if practicable, whenever there is a pause in rehearsing or shooting.
 - iv. **Written Consent for Still Photography:** Prior written consent is required for still photography during performances involving nudity and/or simulated sex and unused still photographs must be securely stored.
 - v. **Written Consent for Promotional Use:** Prior written consent is required for use of footage or still photographs of nudity in any promotional material, publicity or trailers.
 - vi. **Director Must Be Advised of Consent:** Producer must advise the director and line producer or UPM of the parameters of the performer’s consent to appear nude or engaging in simulated sex acts.
- d. **Background Actors:** The foregoing provisions shall apply to background actors except: (1) the audition-related provisions; (2) the requirement to advise the director, line producer and UPM of the scope of consent; (3) the background actor’s prior written consent may be obtained less than 48 hours in advance of call time and (4) there is no requirement to provide access to a production representative to answer questions about the proposed written consent. If a background actor is not notified of nudity and/or simulated sex acts in advance, the background actor has the right to refuse to do such work and shall nevertheless be entitled to a full day’s pay. The producer may require the background actor to do other background actor work instead if such work exists.

6. REPLAY OF RECORDED PROGRAMS:

- a. **Second Run Residual Discount for First-Run Syndication Programs (73(B)(2)(ii)):** Remove the limitation to programs “that feature a single host” on the second-run residual discount (20% instead of 40%) that was agreed to in 2018 for the the first three seasons of such program. This shall not apply to judge shows or to series that commenced production prior to July 1, 2022.
- b. **Flashbacks on Daytime Serials (73(D)(1)(c)):** Provide that the payment due for use of a flashback in a daytime serial for performers not under contract at the time of such broadcast shall be the lesser of 200% of the applicable program fee or 100% of the performance fee.
- c. **Gross Receipts Based Foreign Residual (73.F):**
 - i. **Six percent (6%) of DGR Option:** Add a sideletter providing that the producer may elect to pay 6% of distributor’s gross receipts in lieu of the foreign areas formulas in paragraph 73(F)(2)(b) and (c) for non-dramatic programs licensed for foreign exhibition in broadcast and/or cable on or after July 1, 2022.
 - ii. **Notice of Election:** This election must be made in writing within ninety (90) days of the applicable license agreement and shall be irrevocable for that single program or season of a series. Producer shall provide at least ninety (90) days written notice should it elect to revert back to the foreign areas formula for subsequent seasons of a series.
 - iii. **Reporting:** Producers shall timely provide the distributor’s gross receipts per foreign area per single program or episode upon request by the union made within one year of receipt of producer’s notice of election.

- iv. **Sunset:** This provision shall expire at the conclusion of the term of this agreement, including any extensions, but existing licenses that have elected this alternative residual formula shall in any event continue utilizing it through the conclusion of their term.
- v. **Basic Cable Only:** This provision does not affect the right of the producer to pay residuals on licenses for foreign exhibition on basic cable only at the percentages provided for in Exhibit D.

7. SAFETY (INJURY REPORTING) (SIDELETTER 63):

Renew Sideletter 63 requirement that producers must report injuries that result in medical attention to the union and that the parties meet no later than three (3) months following the date of ratification to develop an agreed-upon accident reporting form.

8. DAYTIME SERIAL PERFORMERS HAIR/MAKE-UP REIMBURSEMENT:

Add an unpublished sideletter requiring the producer to discuss with the union possible alternate approaches to providing hair and makeup services to performers on daytime serials in the event that a circumstance akin to COVID-19 arises that creates safety concerns with respect to providing hair and makeup services in the ordinary manner.

9. DANCERS:

- a. **Dancer Program Fees (5.A.(1), (16)):** Increase applicable Extra Rehearsal Rate for group dancers on primetime variety shows and for award show rehearsal days to \$40 (currently, \$30), the overtime rate to \$55 (currently, \$45 for primetime variety shows and \$48 for award show rehearsal days) and establish a new rate for rehearsal hours in excess of 12 in day of \$70.
- b. **Notice of Rehearsals for Dancers (5.A.(15)):** Expand obligation to advise SAG-AFTRA of the dates and locations of authorized rehearsals and time of first rehearsal to also include providing that information to dancers.
- c. **Time of Payment for Dancer Rehearsals (19(c)):** Provide that when there are more than two weeks of rehearsal authorized by Producer on an award show or primetime entertainment special (including the Superbowl halftime show), dancers shall be paid for rehearsal time within two weeks of the close of the payroll period in which the rehearsal occurs. Producers shall use good faith efforts to pay dancers during the same bi-weekly period in which the rehearsal occurs.

10. SINGERS DOUBLING (46.B):

Chorus singers required to learn and rehearse complex choreography on variety programs in order to perform as dancers while singing shall receive fifty percent (50%) of the applicable dancer program fee in addition to their fees as a singer. The standard of "complex choreography" shall be satisfied if the singer is required by the Producer to rehearse extensively either on or off stage, but choreography learned during a standard "technical rehearsal" shall not be deemed "complex."

11. BACKGROUND ACTORS/STAND-INS:

- a. **Background Actors on Daytime Serials (8(E)(1)):** Apply the 20% reduction in the program fee when fifteen (15) or more background actors are engaged to work on a program in a day on a daytime serial, instead of twenty (20).

- b. Background Actors/Stand-Ins Required to Work in Rain, Snow or Smoke (8 and 36):** Require additional compensation of \$14 per day to a background actor or stand-in that is required to work in artificially generated rain or smoke (excluding smoke from herbal cigarettes). The additional compensation will not be owed if the background actor or stand-in is wearing swimming or surfing gear required for the scene or is wearing appropriate snow apparel.
- c. Stand-In/Dance-In Minimum Calls (36):** Effective July 1, 2022, increase the minimum call for Stand-Ins: On Award Shows over one hour from five (5) to seven (7) hours, for Primetime Entertainment programs over one hour from three (3) to four (4) hours, for Talk Shows from two (2) to four (4) hours and for all other shows from two (2) to three (3) hours.

12. PROMOTIONAL ANNOUNCEMENTS:

- a. Establish Payment for Reuse in New Media of Promotional Announcements Made for Traditional Media (10.A.1):** In lieu of including the right to reuse a traditional media promotional announcement in new media in perpetuity for no additional compensation, establish that a payment of an additional fifteen percent (15%) of the minimum fee shall be due for reuse in New Media beyond the initial thirteen (13) week period. This shall not apply to promotional announcements made for other-than-entertainment programs or series.
- b. Establish Scale for Promotional Announcements Made for New Media (10.A.1):** In lieu of “free bargaining,” establish that the minimums provided for in paragraph 10.A.1 shall cover thirteen (13) consecutive weeks of use of promotional announcements made for New Media. An additional payment of 15% of that amount shall cover unlimited use in New Media following the initial thirteen (13) week period. This shall not apply to promotional announcements made for other-than-entertainment programs or series.

13. STAR INTERVIEWEES (75(E)):

In the case of a star performer appearing as an interviewee on a non-dramatic entertainment program, the applicable minimum payment shall be \$405 instead of \$480.

14. YOUNG PERFORMERS/MINORS

- a. Set Teacher Consultation (100.D(4)):** Expand the requirement to consult with a young performer’s parent/guardian and the stunt coordinator in the event that the young performer believes that a requested performance places them in danger to also include the set teacher/welfare worker in that consultation.
- b. Delete “In Broadcasting” (100.D(8)):** Delete the words “in broadcasting” from the language requiring producers to comply with applicable child labor laws.

15. AWARD SHOW WAIVERS:

Add an unpublished sideletter providing that the union will grant waivers of coverage for award show presenters and of reuse of photography obligations for award shows to the same extent that it has historically provided such waivers to other producers of award shows.

16. BONA FIDE AMATEURS (SIDELETTER 38):

Expand the ability to exclude bona fide amateur contestants on talent opportunity programs from coverage under the Network Code by providing that such bona fide amateurs may compete in up to two (2) cycles of such program in the same year (as opposed to one (1) cycle) before triggering mandatory coverage.

17. “FAMILY COMPANY” PRODUCER:

The union agrees to adhere a producer to this agreement as written upon request of an existing signatory company that advises the union that the producer is a “family company” of the current signatory and that the current signatory will guarantee all of the obligations and responsibilities of said “family company.” “Family company” means that the producer entity is majority owned, either directly or indirectly, by a common parent which has a company or companies signatory to this agreement.

18. HBO MAX SIDELETTER:

Enter into an unpublished sideletter confirming the coverage and treatment of Network Code programming made for and/or exhibited through HBOMax.

19. RENEWALS:

Renew Sideletter 29 (Programs Made for New Media) and Sideletter 30 (Programs Used in New Media).

20. DRAFTING:

Change references from AFTRA Industry Cooperative Fund (AICF) to Industry Advancement Cooperative Fund (IACF) to reflect the merger of the former fund into the latter.