



**SAG·AFTRA®**

**NETFLIX  
AGREEMENT  
2022**

**REFERENDUM BOOKLET**

**AUGUST 10, 2022**

# IMPORTANT INFORMATION

The SAG-AFTRA National Board overwhelmingly recommends members **VOTE YES** for the gains negotiated for the **2022 SAG-AFTRA Netflix Agreement**.

**VOTE  
YES  
TODAY**

[ivsballot.com/netflix2022](https://ivsballot.com/netflix2022)



All eligible members were mailed a postcard on Wednesday, Aug. 10, 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. PT on Wednesday, Aug. 31, 2022.

## MEMBER INFORMATIONAL MEETINGS – VIA ZOOM –

**WEDNESDAY, AUG. 17, 2022**

**3 PM PT / 4 PM MT / 5 PM CT / 6 PM ET**

**THURSDAY, AUG. 18, 2022**

**10 AM PT / 11 AM MT / NOON CT / 1 PM ET**

Visit [sagaftra.org/netflix2022](https://sagaftra.org/netflix2022) for RSVP details.

For questions, email [netflix2022@sagaftra.org](mailto:netflix2022@sagaftra.org) or call the contract voicemail at (323) 634-8171.

**PLEASE NOTE: ALL MEETING INFORMATION SUBJECT TO CHANGE.**

Check [sagaftra.org/netflix2022](https://sagaftra.org/netflix2022) and watch your email for notices. All paid-up SAG-AFTRA members in good standing who work the Netflix Agreement are urged to attend these important informational meetings. This meeting is only open to paid-up SAG-AFTRA members in good standing (paid through 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,

As your president, I was proud to chair these talks and to be in the room as it happened. Both the Negotiating Committee and staff have an agreement that they are satisfied with, and I can confirm that we got a darn good deal!

And as your chief negotiator, I am proud to put this agreement before you for your consideration. The extensive efforts of our member bargaining committee, working alongside our expert negotiators and staff, resulted in real change and significant gains that respond directly to the concerns of SAG-AFTRA members.



The provisions in this agreement benefit all members, particularly the journeyman actors who are often squeezed in the middle, and we also made great strides for background performers.

We also advanced significant improvements to options and exclusivity terms, allowing actors with short pickups to have more freedom to work other jobs and ensuring shorter hold periods between pickups.

And we're pleased to let you know that the SAG-AFTRA National Board overwhelmingly approved this agreement with Netflix and is recommending that members vote "yes" to ratify it.

The team has done an excellent job in achieving gains in the areas you told us were most important to you. These historic gains include:

- ▶ First-ever background coverage zone in Albuquerque, New Mexico, covering all stand-ins and the first 10 background actors.
- ▶ Stunt coordinators will now receive residuals for continued exhibition of their high-budget streaming programs on Netflix, using the day performer minimum as the basis for the residual calculation.
- ▶ Juneteenth will be added as a new contractual holiday.
- ▶ Major changes to the options and exclusivity rules giving series regulars the right to work on other programs when they are not working for their Netflix series, including:
  - Increasing the options and exclusivity money breaks from \$40,000 per episode or per week to \$65,000 per episode or per week for half-hour programs and \$70,000 per episode or per week for one-hour programs. This means many more series regulars will be protected by the options and exclusivity terms of the collective bargaining agreement that give them more freedom to work.

- Secured the right for a performer to be a second-position series regular on another series or a second-position lead in a miniseries each calendar year, in addition to unlimited guest star appearances and unlimited guest star recurring roles of not more than six episodes per season of a series.
  - Netflix can no longer refuse to allow a series regular to appear on another program because that program is made for pay television, a streaming service or a linear channel that has the right to stream the program within 30 days.
  - Netflix can no longer refuse to allow a series regular to appear on another program because another series regular appeared on the same season of that series.
  - Netflix must provide a “conflict-free window” of at least three months (and, if possible, longer) following principal photography of each season during which a series regular can commit their time to another program without having to confirm availability or schedule with Netflix.
  - Option exercise timelines have been reduced, and the ability to extend them is also reduced and made more expensive, meaning series regulars will know much sooner whether Netflix will employ them for another season of the series.
  - For the first time in any contract, there is now a deadline for starting a series regular’s services for a subsequent season of a series and/or commencing payment to them for those services: Three months after option exercise, with the ability to extend by another two months in exchange for a non-recoupable, subsequent-season episodic fee.
- ▶ Significant improvements in dubbing coverage and terms, including:
    - The Netflix Dubbing Agreement will be expanded to include the dubbing into Spanish of motion pictures produced in a language other than Spanish.
    - New vocal stress protection for dubbers will limit vocally stressful sessions to 2 hours and pay for that time at a 25% premium.
    - Subject to the vocal stress provision, effective July 1, 2023, the minimum guaranteed session length for a dubbing session will increase from two to three hours, effectively a 50% raise in dubbing minimums.
  - ▶ A reduction in the ability to move a “soft pickup” window from five days earlier or later to four days earlier or later, meaning that day and weekly performers subject to a “drop/pickup” will have more certainty around when their next day of employment will be.

We invite you to read a summary of the tentative agreement on the following pages.

These improvements are in addition to the gains we anticipate securing in AMPTP negotiations next year, including improvements to wages, residuals rates and structures, that will also apply to Netflix.



For more information, please attend the online Netflix Agreement informational meetings on Wednesday, Aug. 17, at 3 p.m. PT / 4 p.m. MT / 5 p.m. CT / 6 p.m. ET; and on Thursday, Aug. 18, at 10 a.m. PT / 11 a.m. MT / noon CT / 1 p.m. ET.

RSVP at [sagaftra.org/netflix2022](https://sagaftra.org/netflix2022). If you need additional information, email your questions to [netflix2022@sagaftra.org](mailto:netflix2022@sagaftra.org) or call (323) 634-8171.

Eligible members were sent a postcard on Wednesday, Aug. 10, with a PIN and instructions on how to vote. Go to [ivsballot.com/netflix2022](https://ivsballot.com/netflix2022) and VOTE YES before the 5 p.m. PT deadline on Wednesday, Aug. 31, 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 PT on Friday, Aug. 26, 2022, and a paper ballot package will be mailed to you.

Vote “yes” on this agreement to lock in these gains.

In unity,



Fran Drescher  
President



Duncan Crabtree-Ireland  
National Executive Director & Chief Negotiator

# Summary of the Tentative 2022 SAG-AFTRA Netflix Agreement

## 1. SCOPE, TERM AND RELATIONSHIP TO OTHER AGREEMENTS

- a. **Relationship to the 2019 Netflix Agreement:** Except as provided below, the terms of the 2019 Netflix Agreement shall continue in effect under the 2022 Netflix Tentative Agreement (“Tentative Agreement”). As a reminder, the 2019 Netflix Agreement applies to scripted, dramatic episodic and feature-length productions made by Netflix Studios LLC, including the dubbing into English of productions initially recorded in a foreign language.
- b. **Relationship to the Alliance of Motion Picture and Television Producers Agreements:** Except as modified by either the Tentative Agreement or the 2019 Netflix Agreement, the terms of the Codified Basic Agreement and Television Agreement (both of which are negotiated between SAG-AFTRA and the AMPTP) are incorporated into the Netflix Agreement. Any new terms negotiated with the AMPTP in the upcoming cycle of bargaining will also automatically apply to the Netflix Agreement except where the Netflix Agreement contains conflicting terms. This includes, for example, any wage increases and increases to benefit fund contribution rate increases negotiated with the AMPTP.
- c. **Netflix as a Member of the AMPTP:** Netflix has joined the AMPTP and while the Netflix Agreement will survive Netflix’s membership in the AMPTP, future negotiations with Netflix will occur concurrently with AMPTP negotiations as follows:
  - i. **Netflix to Join the Multi-Employer Bargaining Unit:** Per the Tentative Agreement, SAG-AFTRA will consent to Netflix becoming a member of the multi-employer bargaining unit that the AMPTP represents. As such, Netflix will have the option to participate as part of the AMPTP in the upcoming round of AMPTP negotiations that will take place in 2023 and thereafter.
  - ii. **“No Strike” Clause:** The No Strike clause in the Netflix Agreement shall continue in effect only through the expiration of the current AMPTP agreements, i.e., June 30, 2023. That means that it will be legally possible to strike Netflix at the same time that the other AMPTP companies may legally be struck and that Netflix will be legally able to implement a “lockout” at the same time that the other AMPTP companies may do so. When successor agreements are reached with the AMPTP, any No Strike clause agreed to with the AMPTP will be incorporated into the 2022 Netflix Agreement.
  - iii. **Term of the 2022 Netflix Agreement and Future Bargaining:** The term of the 2022 Netflix Agreement will continue through the expiration of the next round of AMPTP agreements (if historical patterns hold, that means June 30, 2026). Beginning with the 2026 round of negotiations, negotiations for successor Netflix Agreements will take place concurrently with AMPTP negotiations.

## 2. SERIES REGULAR EXCLUSIVITY

- a. **Effective Date:** The changes to the “exclusivity” terms applicable to series regulars will go into effect for contracts entered into on or after 90 days following notice to Netflix that SAG-AFTRA has ratified the tentative agreement.
- b. **Exclusivity Money Break:** Under the 2019 Netflix Agreement, series regulars making at least \$40,000 per episode or per week may “bargain freely” on the subject of exclusivity. That means that the minimum terms of the collective bargaining agreement, which require that a series regular retain the right to do certain other work in addition to working on the series on which they are a regular, do not apply to series regulars who make at or above that amount. Such series regulars may therefore agree to greater exclusivity and have lesser ability to do

other work. Under this agreement, that figure would increase to \$65,000 for a half-hour program and \$70,000 for an hour program, which means that many more series regulars will benefit from the exclusivity limitations in the Tentative Agreement.

- c. Permitted Appearances:** Subject to conditions referenced below, a series regular under the 2019 Netflix Agreement who is paid less than the Exclusivity Money Break must retain the right to do at least 8 guest star appearances in each 13-week period and that up to 5 total of those 8 appearances may be in a continuing role or roles. Under the Tentative Agreement, a series regular paid less than the new, higher Exclusivity Money Break must retain the ability, subject to conditions, to do:
- i. Unlimited guest star appearances:** This includes an unlimited number of continuing roles provided that such continuing roles may not include more than 6 episodes on the same season of a series or miniseries.
  - ii. Second Position Series Regular or Miniseries Lead:** In addition, a series regular must retain the ability to take either one second-position series regular role or one second-position leading role in a miniseries each calendar year.
- d. Conditions on Permitted Appearances:** The Permitted Appearances referenced above are subject to conditions that would change under the Tentative Agreement.
- i. Netflix Retains First Position Rights:** Except as provided under the “Conflict Free Window” provisions below, Netflix remains in “first position,” which means that Netflix must approve the Permitted Appearance and the series regular must confirm availability and scheduling with Netflix before accepting it. Netflix may only exercise its first-position rights, however, for legitimate, work-related reasons. This provision is the same as in the 2019 Netflix Agreement.
  - ii. No “Substantially Similar” Role:** The Tentative Agreement retains the requirement that allows Netflix to deny a Permitted Appearance if it is a “substantially similar” role, but adds language clarifying that “common, general traits shared between two roles,” are not sufficient to establish substantial similarity and that the genre, setting, theme, plot, premise and identifiable detailed characteristics and storylines of the character must be considered in making that determination.
  - iii. No Irreversible Changes to Appearance:** The Tentative Agreement retains the prohibition on voluntary changes to the series regular’s appearance that are not readily reversible, e.g., temporary hair dye is acceptable, but cutting hair is not.
  - iv. Same Series Condition Removed:** The Tentative Agreement removes the prohibition that no two series regulars on the same Netflix series may appear on the same other series in the same season.
  - v. Promotional Condition Narrowed:** The Tentative Agreement narrows Netflix’s ability to refuse to allow a series regular to appear in promotional materials for their Permitted Appearance. Under the Tentative Agreement, the series regular would have the right to appear in such promotional materials provided that their name and/or likeness does not appear either alone or more prominently than any other performer in any key art or in any photography or soundtrack reused in the promotional materials.
  - vi. Competing Platform Condition Removed:** The 2019 Netflix Agreement gave Netflix the ability to refuse a Permitted Appearance if the program was for pay television, a streaming platform, a linear channel that has the right to exhibit the program on a streaming platform prior to or within 30 days of the initial airing, or an unknown channel, market or platform. The Tentative Agreement removes this provision altogether.
  - vii. Cooperation Requirement Retained:** The Tentative Agreement retains the requirements that Netflix not use any of the foregoing restrictions as a basis for automatically refusing a Permitted Appearance, must instead work cooperatively to allow the performer to accept the Permitted Appearance whenever possible and must maintain records of such requests and Netflix’s response that the Union may review.

- e. **“Conflict Free Window”:** The Tentative Agreement establishes that Netflix will provide series regulars a Conflict Free Window after completion of principal photography of each season during which the series regular may accept a Permitted Appearance without first having to confirm availability or schedule with Netflix. Otherwise, the conditions on Permitted Appearances set forth above will continue to apply. The Conflict Free Window need not be the same or the same length for each series regular.
- i. **Three Month Minimum:** The Conflict Free Window must be not less than 3 consecutive months. Netflix, however, will use reasonable good faith efforts to provide a Conflict Free Window of more than 3 months and to extend Conflict Free Windows beyond 3 months whenever possible.
  - ii. **30-Day Notice:** Netflix will provide notice at least 30-days in advance of the start of the Conflict Free Window.
  - iii. **“Best Efforts” Availability:** During the Conflict Free Window, a series regular will use Best Efforts to make themselves available for work on their Netflix series, e.g., recalls for added scenes and reshoots, ADR/looping, and promotional/publicity services.
  - iv. **Short Hiatus Exception:** A Conflict Free Window need not be provided where the hiatus between the completion of principal photography for one season and the commencement of principal photography for the following season is less than 4 months.
  - v. **“Permitted Appearance” Must Be Completed:** The series regular must complete the services for their Permitted Appearance during the Conflict Free Window. Services occurring after the conclusion of the Conflict Free Window will be subject to Netflix’s first-position rights.
  - vi. **Penalty:** In the event that Netflix does not provide a series regular with a Conflict Free Window as set forth above, Netflix must pay the series regular a penalty equal to the series regular’s episodic fee for the prior season.

### 3. SERIES REGULAR OPTIONS

- a. **Effective Date:** The changes to the option terms applicable to series regulars will go into effect for contracts entered into on or after 90 days following notice to Netflix that SAG-AFTRA has ratified the tentative agreement.
- b. **Options Under the 2019 Netflix Agreement**
  - i. **Option Exercise Deadline:** Under the 2019 Netflix Agreement, Netflix must exercise its option for a series regular who makes less than \$40,000 per week or per episode within one year after completion of principal photography of the prior season, i.e., Netflix must commit to that series regular whether they will be engaged for a subsequent season of the series within that time frame.
  - ii. **Option Exercise Extension:** Under the 2019 Netflix Agreement, that one-year deadline, however, may be extended twice, each time for up to 6 months, in exchange for payment of a non-recoupable, prior season episodic fee for each extension.
  - iii. **Option Money Break:** Under the 2019 Netflix Agreement, a series regular who earns at least \$40,000 per week or per episode, however, may “bargain freely” on the subject of options, meaning that such a series regular may agree to give Netflix even more time to exercise its option.
  - iv. **Start Date Deadline:** The 2019 Netflix Agreement does not contain a deadline by which the series regular must commence employment and/or commence receiving compensation for a subsequent season regardless of their compensation level.
- c. **Options Under the Tentative Agreement**
  - i. **Option Exercise Deadline:** Under the Tentative Agreement, Netflix must exercise its option for a series



regular who makes less than \$65,000 per week or per episode on a half-hour program or \$70,000 per week or per episode on a one-hour program within 18 months (instead of one year) beginning with commencement of principal photography for the prior season, i.e., under the Tentative Agreement the period of principal photography counts against the total amount of time that Netflix has to exercise an option, whereas under the 2019 Netflix Agreement, the clock does not even start ticking until after principal photography concludes, but the initial option period under the Tentative Agreement is six months longer.

- ii. **Option Exercise Extension:** Under the Tentative Agreement, the 18-month deadline may be extended 3 times, each time for up to 3 months, in exchange for payment of a non-recoupable, prior season episodic fee for each extension. The total extension time under the Tentative Agreement, therefore, is 9 months in exchange for 3 episodic fees as compared to 12 months in exchange for 2 episodic fees under the 2019 Netflix Agreement.
- iii. **Option Money Break:** Series regulars who earn at least \$65,000 per week or per episode for a half-hour program or \$70,000 per week or per episode for a one-hour program, however, may “bargain freely” on the subject of options, meaning that the series regular may agree to give Netflix even more time to exercise its option. That compares to a money break of \$40,000 per week or per episode under the 2019 Netflix Agreement, which means that many more series regulars will enjoy the benefits of the collectively-bargained deadlines under the Tentative Agreement.
- iv. **Start Date Deadline:** Under the Tentative Agreement, Netflix must provide a series regular earning less than the foregoing money break a start date and/or commence paying them for a subsequent season within 3 months of exercising the performer’s option. Netflix may extend that deadline once for up to 2 months in exchange for an amount equal to the series regular’s episodic fee for the subsequent season that may not be recouped. That compares to no deadline at all for any series regular under the 2019 Netflix Agreement regardless of compensation level.
- v. **Termination Process:** In the event that Netflix fails to exercise its option prior to the option exercise deadline set forth above, the option lapses and the performer is no longer obligated to render services on a subsequent season of the series. In the event that Netflix exercises its option timely, but fails to provide a start date and/or commence paying the series regular prior to the start date deadline set forth above, the series regular may serve a notice of termination upon expiration of the deadline. The series regular’s obligations to Netflix will terminate at that point unless Netflix either starts the series regular’s services on the subsequent season and/or commences paying them for the subsequent season. The option exercise period for the following season will commence, however, regardless of whether the series regular commences rendering services.

#### **4. AB-437 “CALIFORNIA LAW ACT”**

In exchange for the foregoing improvements in the area of Options and Exclusivity, the Union will either withdraw AB-437 or take steps to ensure that Netflix comes within a collective bargaining exception to the bill if it is enacted into law. If the bill becomes law and there is no collective bargaining exception that can be applied to Netflix, the Options and Exclusivity provisions will revert back to the terms of the 2019 Netflix Agreement.

#### **5. JUNETEENTH HOLIDAY**

Juneteenth will be added as a contractual holiday.

#### **6. “ALBUQUERQUE BACKGROUND ACTOR” ZONE**

The Tentative Agreement establishes an Albuquerque Background Actor zone with a 30 mile radius around

Albuquerque City Hall. The terms and conditions applicable within this zone shall be the terms and condition of Schedule X, Part I, except that:

- a. Ten Background Actors:** The first 10 background actors, including swimmers, skaters and dancers, but excluding stand-ins, shall be covered. For clarity, all stand-ins will be covered.
- b. Inapplicable Provisions:** The following provisions of Schedule X, Part I will not apply in the Albuquerque Background Actor zone:
  - i. Section 1(c),** "Scope of Schedule and Recognition - Numerical Limits"
  - ii. Section 32,** "Nearby Locations Defined"
  - iii. Section 35,** "Nearby Locations - Work Time, Travel Time"
  - iv. Section 42,** "Preference of Employment"

## **7. HIGH BUDGET SVOD RESIDUALS FOR STUNT COORDINATORS**

For the first time under any agreement, stunt coordinators will be paid a fixed residual for the continued exhibition on Netflix of a high budget SVOD ("Subscription Video on Demand," aka "streaming") program produced under the Netflix Agreement, subject to the following:

- a. Effective Date:** This provision will become effective beginning 90 days after the Union provides notice of ratification to Netflix.
- b. Day Player Rate:** The day player rate in effect at the time of employment will be used in lieu of "total actual compensation to a ceiling" for the calculation of residuals for stunt coordinators who do not perform any on camera stunts. Stunt coordinators who perform on camera stunts will receive residuals in connection with the stunt, but will not also receive residuals as a stunt coordinator.

## **8. NETFLIX DUBBING AGREEMENT**

- a. Inclusion of Spanish-Language Dubbing:** Effective 90 days after the Union gives notice of ratification to Netflix, the scope of the Netflix Dubbing Agreement will be expanded to include the dubbing into Spanish of motion pictures produced in a language other than Spanish.
- b. Minimum Session Length:** Effective July 1, 2023, the minimum dubbing session length will increase from 2 to 3 hours, except for vocally-stressful sessions (see below). This means that the minimum compensation a performer can receive for a dubbing session will increase by 50%. The hourly rate due for dubbing will continue to increase annually by the general wage increase applicable to the 2023 AMPTP contracts.
- c. Vocal Stress:** Dubbing performers work on vocally stressful sessions will be limited to two hours, but paid at a 25% premium, i.e., such performers will be paid for not less than 2½ hours for a vocally stressful session that may not exceed 2 hours. Vocally-stressful work is defined as "yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural voice textures, extensive whispering, high-pitched vocal sounds, or any other voice/sound that is difficult/challenging for the performer to deliver."

## **9. EXTENSION OF NETFLIX ANIMATION AMENDMENT**

The Netflix Animation Amendment, which applies the terms of the Television Animation Agreement to Netflix with certain improvements, will be extended through September 30, 2022.

## 10. CONSECUTIVE EMPLOYMENT

- a. Modification to Drop/Pickups:** The 2019 Netflix Agreement allows Netflix to drop and pick up a day performer on an episodic series without paying for the intervening days up to 3 times per episode (as opposed to once per episode under the AMPTP agreements) provided that: (1) There are at least 10 days between the drop and the pick up (as opposed to 14 days under the AMPTP agreements) and (2) A “soft pick-up date” is provided at the time of the performer’s original employment (as opposed to a “firm pick-up date” under the AMPTP agreements). Unlike a “firm pick-up date,” a “soft pick-up date” may be moved, subject to the performer’s professional availability, up to 5 days earlier or up to 5 days later. The 2019 Netflix Agreement also allows drop/pick-ups on the same basis for weekly performers on episodic series up to twice per episode (as compared to no drop/pick-ups for weekly performers under the AMPTP agreements). The Tentative Agreement would modify those provisions as follows:
- i. Reduction of Soft-Pick Up Timeframe:** The “soft pick-up” date may only be moved up to 4 days earlier or up to 4 days later.
  - ii. Extension to Miniseries:** The ability to use drop/pick-ups as modified will be extended to miniseries.
- b. Modifications for “Modified Deal Performers”:** The 2019 Netflix Agreement introduced the “Modified Deal Performer” concept by which a performer on an episodic series can be engaged to render not more than 10 days of services within a production period of not more than 30 days, per episode, without any payment for intervening days, provided that the performer is guaranteed at least \$20,000 per episode, subject to the general wage increase (now, \$21,538).
- i. Scheduling of “Modified Deal Performer” Work Days:** There is an ambiguity, however, as to when the performer’s work days need to be scheduled. The Tentative Agreement resolves that ambiguity by providing that the work days within the first 30 days after engagement must be scheduled at the time of engagement. Thereafter, work days must be scheduled at least 14 days in advance. Any work days not scheduled sufficiently in advance will be subject to the performer’s professional availability and mutual agreement between the performer and Netflix.
  - ii. Extension to Miniseries:** The Tentative Agreement extends the ability to engage performers as “Modified Deal Performers” to miniseries.
- c. “Modified Guest Performer”:** The Tentative Agreement establishes a “Modified Guest Performer” concept that works like the “Modified Deal Performer” except that the performer is guaranteed at least \$14,000 per episode, subject to the general increase, in exchange for not more than 8 days of services within a production period of not more than 23 days per episode. Work days within the first 23 days after engagement must be scheduled at the time of engagement. Thereafter, work days must be scheduled at least 14 days in advance. Any work days not scheduled sufficiently in advance will be subject to the performer’s professional availability and mutual agreement between the performer and Netflix. Performers may be engaged as “Modified Guest Performers” on episodic series and miniseries.

## 11. “FRANCHISE PROJECTS”

- a. Definition:** Franchise Project refers to a production—whether a theatrical film, SVOD feature, episodic series or miniseries—that is based on or related to an existing production that was produced under the Netflix Agreement.
- b. Reuse of Photography:** Consent for reuse of photography or soundtrack from one Franchise Project into another project in the same franchise may be obtained at the time of engagement. The minimum payment

for such reuse shall be the day player rate at the time of use. Consent for reuse of nude photography or “blooper” material, however, must be obtained separately and not at the time of engagement. This provision shall apply only prospectively and may not supersede the terms of a personal service agreement.

- c. Consecutive Employment:** In the event that a performer is engaged on multiple Franchise Projects simultaneously and is due payment for an intervening day (aka, “Hold Day”) pursuant to consecutive employment requirements for more than one Franchise Project, the performer shall nevertheless be paid only a single Hold Day, at the highest applicable rate. In the event that a performer is engaged on multiple Franchise Projects simultaneously and works one one project on a day and is held on another project on that same day, the performer shall only be due payment for the project that the performer worked on and not the Hold Day, provided that the guarantee for the project on which the performer was held has been satisfied.

## **12. PRODUCTION TIME REPORTS**

Netflix may mark Production Time Reports (aka, “Exhibit Gs”) to denote whether a performer was photographed (“P”) or not photographed (“NP”) on a given day. A performer’s initial or signature on the Production Time Report shall not constitute agreement with or acceptance of that notation. Furthermore, the Production Time Report form shall be amended to provide a checkbox next to the performer’s signature to allow the performer to indicate that they dispute some or all of the information contained on the Production Time Report.

## **13. SECURITY DEPOSITS AND FINANCIAL ASSURANCES**

In light of Netflix’s status as a Qualified Distributor/Qualified Residuals Payor, SAG-AFTRA will refund the \$1,000,000 rolling deposit Netflix provided pursuant to section 6.a of the 2019 Netflix Agreement and that section will be deleted.

## **14. SCHEDULE F EPISODIC CONTRACTS**

The parties agree that an agreement to engage a performer under Schedule F for multiple episodes may be memorialized in a single document. (For clarity, the performers compensation may not be aggregated across multiple episodes to satisfy the Schedule F minimum).

## **15. MID-TERM MEETINGS AND INITIATIVES**

- a. Digital Doubles:** With the AMPTP’s permission, Netflix will participate in any meetings between the Union and the AMPTP to discuss the digital scanning of performers and background actors.
- b. Dubbing Diversity, Equity & Inclusion Training Programs:** Netflix will partner with the SAG-AFTRA Diversity Advisory Committee to create a series of workshops to teach performers from underrepresented groups how to work in live action dubbing in a recording studio with Industry professionals.
- c. Reproductive Health Care Access:** Netflix agrees to help facilitate an industrywide discussion on addressing the challenges posed to reproductive health care access for SAG-AFTRA-represented performers on or before September 1, 2022.
- d. Union Discussion Items:** Netflix agrees to meet with SAG-AFTRA on or before November 1, 2022 to discuss outstanding Union discussion items, including issues pertaining to singer contractor and conversion reports.