



SAG·AFTRA®

2017 INTERACTIVE MEDIA
(VIDEO GAME) AGREEMENT

Referendum Booklet



October 17, 2017

Dear SAG-AFTRA Member,

The National Board recently voted to approve the tentative agreement reached for a successor to the Interactive Media (Video Game) Agreement, ending a strike against 11 video game companies that began on October 21, 2016.

We are proud to present the result to you for your ratification, and we urge you to VOTE YES.

The agreement, which combines the legacy SAG and AFTRA Interactive Media Agreements into a single SAG-AFTRA contract, provides for wage increases of 3 percent each year, a half percent increase to the benefit fund contribution rate and a three-year term.

It also resolved two points of contention we had with the employers: transparency and secondary compensation.

As part of the agreement, SAG-AFTRA performers are eligible for a new bonus structure that provides an additional payment based upon the number of sessions worked on each game, beginning with a \$75 payment on the first session and totaling \$2,100 after ten sessions worked.

This new payment increases minimum compensation for principal performers between 9 and 25 percent, depending on the number of sessions worked on a game, and establishes the principle of an additional payment due based on performers' contribution to the game.

The terms also include significant improvements in the area of transparency. Our performers in this area routinely work without knowing what game they are working on or what role they are playing. Our committee fought to require that new information be provided to allow our members to make better informed decisions about which roles to accept and to empower them and their representatives to bargain for fair compensation. The new provisions require the following additional items of information to be provided:

- Code name of project
- Whether the game is based on previously published intellectual property (such as films, television programs, novels, plays or other games)

- Whether the performer is reprising a prior role
- Which of four designated genres the game corresponds to
- Whether the performer will be required to use unusual terminology, profanity or racial slurs
- Whether there will be content of a sexual or violent nature and
- Whether stunts will be required.

The deal also contains an employer commitment to continue working with SAG-AFTRA on the issue of vocal stress during the term of the successor agreement. Vocal stress is an issue of deep concern to our members and the Negotiating Committee engaged in extensive education and advocacy with employers on this point throughout the negotiations, successfully engaging employers in the ongoing efforts to reduce the incidence of vocal injury in this area of work.

The new agreement also contains a limited integration provision, which reduces integration fees to a scale payment when employers repurpose 300 lines or less from a prior game into a new game or games in the same franchise. The integration fee provision otherwise provides for a 125 percent or 135 percent of scale payment based on the performers total work for the prior game and has been only infrequently utilized.

The new deal also contains terms related to the administration of the agreement, particularly as relates to waiver and cast clearance issues.

Importantly, the agreement does not include several proposals sought by management, including a provision that would have fined performers for being late or distracted at session, another that would have required agents to submit performers for low-paying “atmospheric voice” sessions or face fines and a possible revocation of their union franchise and another that would have allowed employers to use their permanent staff to do covered work outside of the collective bargaining agreement.

If you have any questions regarding the agreement, please email: videogames@sagaftra.org or call (323)549-6815. Ballots – whether submitted online or by mail – must be received by 5:00 p.m. PST on Tuesday, Nov. 7, 2017.

On behalf of the SAG-AFTRA National Board of Directors and the Interactive Negotiating Committee, we are pleased to recommend you VOTE YES to ratify the 2017 SAG-AFTRA Interactive Media (Video Game) Agreement.

In unity,



Gabrielle Carteris
President



Keythe Farley
National Chair,
Interactive Negotiating Committee



Ray Rodriguez
Interactive Chief Negotiator/
Chief Contracts Officer

MEMBER INFORMATIONAL MEETINGS

Los Angeles –

Wednesday, Oct. 25, 2017, 7-9 p.m. (PDT)

James Cagney Boardroom

SAG-AFTRA Plaza

5757 Wilshire Blvd.

Los Angeles, CA 90036

Parking will be validated.

New York –

Wednesday, Oct. 25, 2017, 7-9 p.m. (EDT)

Multi-Purpose Room

SAG-AFTRA

1900 Broadway, 5th Floor

New York, NY 10023

For those in locals outside of Los Angeles and New York: If you are interested in attending one of these meetings via webinar, please contact your local office by the end of the day on Monday, Oct. 23, 2017.

Please Note: All meeting information subject to change. Check sagaftra.org and watch your email for notices with information about meetings in your area.

All paid-up SAG-AFTRA members in good standing are urged to attend this important informational meeting. This meeting is only open to paid-up SAG-AFTRA members in good standing, no guests are allowed. Parents/ guardians of performers under 18 years old are welcome. No RSVP necessary.

You must show your SAG-AFTRA membership card or digital card on the app (paid thru Oct. 31, 2017) for admittance.

If you are unable to attend and have questions regarding the tentative agreement, please email videogames@sagaftra.org or call (323)549-6815.

**Summary of the Tentative Agreement for a Successor to the AFTRA
Interactive Media Agreement**

1. Term: Three years from date of ratification.
2. Wages: Increase minimums by 3% per year commencing upon ratification.
3. SAG-AFTRA Health Plan & AFTRA Retirement Fund: Increase the contribution rate by .5% (to 16%) effective upon ratification. All contributions under this successor Interactive Media Agreement (hereafter, "Agreement") will be made to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund unless that would subject an employer to withdrawal liability, in which case it may continue to make retirement/pension contributions to the SAG Pension Plan.
4. Single Interactive Media Agreement: This Agreement shall be the successor to the 2011-2014 AFTRA Interactive Media Agreement and all predecessor Interactive Media Agreements. The video game contracts negotiated by SAG-AFTRA during the pendency of the strike, however, shall not be subsumed in or otherwise affected by this Agreement.
5. "Additional Compensation" Session Bonus: The following payments shall be due no later than the release date of the program based on the number of sessions worked by a principal performer on that program. The payments may be credited against overscale compensation, are subject to benefit fund contributions up to the ceiling and shall be excluded from overtime calculations. Interactive programs requiring 10 or fewer sessions shall not be subject to this provision. Certain programs produced by soundhouse signatories pursuant to agreements already bid and negotiated will also be excluded from the application of this provision and the parties shall agree upon a list of these exempted titles.

Number of Principal Performer Recording Sessions Worked by a Performer on a Program	Incremental Additional Compensation Amount for Performer	Aggregate Additional Compensation Payment for Performer
1 Session	\$75	\$75
2 Sessions	\$125	\$200
3 Sessions	\$175	\$375
4 Sessions	\$175	\$550
5 Sessions	\$225	\$775
6 Sessions	\$225	\$1000
7 Sessions	\$275	\$1275
8 Sessions	\$275	\$1550
9 Sessions	\$275	\$1825
10 Sessions	\$275	\$2100
11 Sessions or more	\$0	\$2100

6. Transparency: The employer is obligated to provide a full and forthright description of the role at the time of booking, which shall now include, to the extent known, the following additional information, which may be provided verbally to performer or his or her agent and made subject to a non-disclosure agreement:
 - a. The code name of the program
 - b. Whether the program is based upon previously published intellectual property
 - c. Whether the performer is being asked to reprise a role from a prior game
 - d. The genre of the game as either (i) Fighting/Shooter, (ii) Role Playing Game, (iii) Simulation/Racing/Sports or (iv) Puzzle/Casual/Kids & Family/Strategy
 - e. Whether the performer will be required to use profanity or racial slurs
 - f. Whether there will be content of a sexual or violent nature
 - g. Whether stunts will be required
7. Vocal Stress: The parties have agreed to work together during the term of this Agreement to develop and disseminate best practices for protecting performers' voices. The parties agree that in the event of a ruling from a governmental body on the subject of vocal stress, they will reopen the Agreement for the sole purpose of addressing that ruling.
8. Stunt Coordinators: The Cooperative Committee shall address compliance with the contractual requirement to have qualified individuals present on set for planning, setting up and performing stunts.
9. Limited Integration: A producer may utilize a "limited integration" of up to 300 lines from one program in a franchise into another program or programs in the same franchise upon the payment of not less than the then-applicable scale rate for each such limited integration of up to 300 lines. Any such payment may be applied against any subsequent Integration Buyout under 19.C.1.B.
10. Performer/Guild Duties: Create a new section 9.B that provides that once an engagement is accepted, the performer shall appear on time, ready, willing and able to perform and that performers shall only submit audition tapes that represent their own work and abilities without enhancement.
11. Cast Clearance: If SAG-AFTRA does not respond to cast clearance requests within one business day, the performer shall be deemed cleared to work, provided that once SAG-AFTRA and the Producers have agreed upon an electronic cast clearance system, the foregoing shall apply only if the Producer uses the agreed-upon electronic system.
12. Strike Settlement: Both sides waive any claims, grievances, contract damages and unfair labor practices arising with respect to struck titles.