

OFFICIAL BULLETIN

Interactive Media Agreement (Video Games)

STRIKE NOTICE AND ORDER

To All Members of SAG-AFTRA

On July 20, 2024, the National Board delegated authority to the National Executive Director & Chief Negotiator, with advice and counsel of the National Interactive Media Agreement Negotiating Committee, to call a strike of all covered services under the Screen Actors Guild-American Federation of Television and Radio Artists Interactive Media Agreement, Interactive Localization Agreement, and Interactive Low Budget Agreement (hereafter, together "the IMA"). On July 25, 2024, the National Executive Director & Chief Negotiator, with the unanimous advice and counsel of the National IMA Committee, exercised that authority and instructs all SAG-AFTRA members to cease rendering all services and performing all work covered by the IMA, effective at 12:01 a.m. July 26, 2024.

Certain interactive programs, however, are not struck, and therefore not within the scope of this Strike Order. These include interactive programs approved for an Interim Interactive Media Agreement or Interim Interactive Localization Agreement, or signed to a Tiered-Budget Independent Interactive Media Agreement that are **not struck** and members are encouraged to work these programs during the strike. To find out the status of a program, and whether it is within the scope of this Strike Order, go to sagaftra.org/videogamestrike and enter the Production ID and/or Code Name into the search function. Any questions regarding this strike order, including whether a particular program is struck, may be directed to videogamestrike@sagaftra.org.

Except for interactive programs identified as non-struck at <u>sagaftra.org/videogamestrike</u>, <u>ALL SAG-AFTRA MEMBERS SHALL CEASE RENDERING ALL SERVICES AND</u>

<u>PERFORMING ALL WORK COVERED BY THE IMA (which includes work for video games and related promotional programs and trailers)</u>, including, but not limited to:

- Acting
- Singing
- Dancing
- Performing stunts and related services
- Performance capture or motion capture work
- ADR/looping
- Voice acting, including performing sound-alike voice services
- Background work
- Stand-in work
- Rehearsals and camera tests
- Auditions (including via self-tape) and generals
- Authorizing the use of your voice or likeness (which includes integration or reuse of work already performed)

- Promotional programs and trailers for struck games
- Performing on "downloadable content (DLC)," season passes, character drops, special events, and all other ancillary content connected to a struck game
- **Promotion of/publicity services for a struck game in which you have been engaged as a SAG-AFTRA performer, such as:
 - Interviews
 - Social media
 - Fan expos
 - Festivals
 - Panels
 - Launch parties
 - Reveals
 - Award shows
 - Junkets
 - Podcast appearances
 - Personal appearances that are sponsored by and/or relating to specific struck games
 - Cast appearances or signings sponsored by and/or relating to specific struck games
 - Convention panels sponsored by and/or relating to specific struck games
 - **Given the close proximity of the calling of the strike with San Diego Comic-Con ("SDCC"), the foregoing rules relating to promotion and publicity services do not apply to promotion and publicity services provided at SDCC.
- Negotiating and/or entering into and/or consenting to:
 - An agreement to perform covered services in the future
 - The creation and use of digital replicas, including through the reuse of prior work

To ensure compliance with the rule to withhold all covered services, members who are also employed in non-performing capacities should consult with SAG-AFTRA by emailing videogamestrike@sagaftra.org. To the extent prohibited under applicable law, SAG-AFTRA will not discipline members for purely non-covered work done in other non-performing capacities.

In addition to the withholding of all covered services, the following rules shall apply for the duration of the strike:

- 1. Members must not cross SAG-AFTRA picket lines to perform covered services for struck games within the scope of the strike order.
- 2. Members will not be subject to discipline for performing covered services for certain Interactive Programs that are not struck but are produced by struck companies; go to sagaftra.org/videogamestrike to identify whether a program falls into this category.
 - a. However, although you will not be subject to discipline, members may still choose to stand in solidarity with your fellow members by refusing to cross a picket line even for these games. An Employer is contractually prohibited from discriminating against you for this choice.
 - b. If you are engaged under a daily contract, you can show solidarity with your union members by not signing new contracts for the listed Interactive Programs.

- 3. Members must instruct their agent and/or other representatives to discontinue conducting negotiations on their behalf for covered services.
- 4. Members must inform SAG-AFTRA of all strikebreaking activity by emailing videogamestrike@sagaftra.org.
- 5. Members are also bound by any rules or interpretations set forth in the FAQs relating to this Strike Notice and Order. FAQs are available at sagaftra.org/videogamestrike.

NOTICE TO NON-MEMBERS: SAG-AFTRA's National Board takes seriously any action undermining the effectiveness of a strike, especially a non-member performing covered work during a strike. SAG-AFTRA's Constitution provides that "[t]he National Board has discretion to deny membership to any applicant if, in its judgment, their admission to membership would not be in the best interests of the union." Performing covered work for struck games jeopardizes your future membership in the union.

Duncan Crabtree-Ireland

National Executive Director & Chief Negotiator

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President

IMPORTANT REMINDERS TO MEMBERS:

As always, our members are bound by Global Rule One, which states that "No member shall render any services or make an agreement to perform services for any employer who has not executed a basic minimum agreement with the union, which is in full force and effect, in any jurisdiction in which there is a SAG-AFTRA national collective bargaining agreement in place. This provision applies worldwide."

In addition, any member that disregards this strike order shall be subject to discipline consistent with the SAG-AFTRA Constitution and the SAG-AFTRA Membership Rules, including but not limited to Rule 1(A), which provides,

"No member shall render any services, or make an agreement to perform services, for any employer against whom the union is conducting a strike, nor shall any member otherwise violate any strike order of the union."