

*A memorandum has not yet been finalized with the employers who were directly represented during the most recent negotiation. While this memorandum faithfully describes the terms of the settlement reached with those employers, they should contact their counsel directly with any questions.*

## **2017-2020 SAG-AFTRA INTERACTIVE MEDIA AGREEMENT MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter referred to as “SAG-AFTRA”), on the one hand, and \_\_\_\_\_ (hereinafter referred to as “Employer” or “Employers”), on the other hand.

The provisions of this Memorandum of Agreement represent modifications to the 2011-2014 AFTRA Interactive Media Agreement (“AFTRA IMA”) that shall together become the new successor SAG-AFTRA Interactive Media Agreement. As of November 8, 2017, this new agreement also will be deemed to be the successor to all predecessor Screen Actors Guild (“SAG”) Interactive Media Agreements (“SAG IMAs”), prior American Federation of Television and Radio Artists (“AFTRA”) Interactive Media Agreements, and earlier promulgated or negotiated SAG-AFTRA Interactive Media Agreements. Any and all references to the “2010-2011 Interactive Media Agreement,” “AFTRA Interactive Media Agreement,” or “predecessor agreements” in the AFTRA IMA Memorandum of Agreement, the AFTRA IMA, and including without limitation the sideletters thereto, will be deemed to include the most recent and prior SAG IMA and SAG-AFTRA Interactive Media Agreements. For clarity, contracts entered into by SAG-AFTRA with videogame producers during the pendency of the 2016/2017 SAG-AFTRA strike are not to be subsumed in or otherwise affected by this settlement.

### **1. Term**

The term of the SAG-AFTRA Interactive Media Agreement of 2017 shall be three (3) years, commencing on November 8, 2017 and terminating November 7, 2020.

*Amend introduction paragraph of the AFTRA IMA to read as follows:*

“The term of this This AGREEMENT is entered into this \_\_\_ day of \_\_\_ by and between the AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, AFL CIO (hereinafter sometimes referred to as “Union” or “AFTRA”), and (hereinafter referred to as “Employer”) shall commence on November 8, 2017 and shall terminate on November 7, 2020, by and between Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”) and signatory companies listed on Exhibit A hereto (individually referred to herein as “Employee” and collectively as “Employers”).”

### **2. Recognition**

*Amend Article I, Section 1 to read as follows:*

“This Agreement shall be referred to as the 2017-2020 SAG-AFTRA ~~2011-2014 AFTRA~~ INTERACTIVE MEDIA AGREEMENT (“Agreement”), and includes Articles I, II and III hereof.”

3. **Atmospheric Voices**

*Amend Article I, Section 3 to include the following additional definition as new subsection A and renumber existing subsections A-GG to I.3.A-HH:*

“Atmospheric Voices” – Shall have the definition as set forth in Article I, Section 19.F.2.”

4. **Employer and Performer Duties**

*Amend Article I, Section 9 heading to read as follows:*

“EMPLOYER AND PERFORMER DUTIES”

*Amend Article I, Section 9 to include a new subsection A and renumber existing subsections A-E to I.9.A.i-v:*

“A. Employer’s Duties”

*Amend Article I, Section 9.D (new Article I, Section 9.A.iv) to read as follows:*

“Employer shall notify the ~~SAG-AFTRA~~ AFTRA office no later than the time of hiring or forty-eight (48) hours in advance of the initial session, whichever is later, of the names of Performers to be used in the production of Material for Interactive Media, except where the circumstances do not allow sufficient time to give such notice. SAG-AFTRA will respond within one-business day. Failure to respond within the time provided above shall be deemed to grant clearance for the engagement of that performer for that Program. (Once SAG-AFTRA and the Employers ~~Producer~~ have mutually agreed upon an electronic system for submission for cast clearance, the above 24 hour response deadline shall only apply if the Producer utilizes the mutually agreed upon electronic system. The Employer ~~Producer~~ will bargain in good faith over the implementation of the electronic system). It shall be the duty of the Employer (to the extent Employer has not received a response ~~clearances~~ from ~~SAG-AFTRA~~ AFTRA for specific Performers) to ascertain if each Performer is a member of SAG-AFTRA in good standing by examining the SAG-AFTRA membership card of each member of the cast at the first session and to notify the local SAG-AFTRA office of the name of any person failing to present a valid paid-up membership card. Such notice shall be given to SAG-AFTRA immediately following the first session, or if the SAG-AFTRA office is closed at that time, such notice shall be given to the SAG-AFTRA offices as soon as possible on the following work day.”

*Amend Article I, Section 9 to include a new subsection B to read as follows:*

“B. Performer’s and SAG-AFTRA’s Duties”

- (i) Once an engagement is accepted, the Performer shall appear at that session, on time, ready, willing and able to perform;
- (ii) Performers shall only submit (or authorize for submission on their behalf) audition tapes that represent their own work and abilities without enhancement, unless expressly so requested by the casting executive in writing.”

5. **Minimum Scale for Principal Performers**

*Amend Article I, Section 19 to increase the wage rates by three percent (3%), effective on the first Sunday after ratification (November 12, 2017) and an additional three percent (3%) on the first Sunday after the first anniversary of the ratification (November 11, 2018) and an additional three percent (3%) on the first Sunday after the second anniversary of the ratification (November 10, 2019).*

*See attached new Schedule B for wage table.*

6. **Limited Integration**

*Amend Article I, Section 19.C to add the following new subsection 2:*

“2. Employer may elect to utilize a Limited Integration of a Principal Performers work in any Interactive Program of a particular franchise (i.e., if Limited Integration is paid, the material may be used in any or all Programs of that particular franchise). In the event the Employer elects to pay such a Limited Integration, for each such 300 lines bought out, the Limited Integration payment shall be the then current applicable scale rate. Thus, as an example, if the Employer elects to buyout 600 lines for Limited Integration, then the amount of the Limited Integration payment would be twice the then applicable scale rate. Any such Limited Integration payments may be applied to any subsequent Integration buyout under 19.C.1.B.”

7. **Additional Compensation**

*Amend Article I, Section 19 to add the following new subsection E and renumber existing subsections I.9.E-F:*

“E. The Employer will pay each Principal Performer who works on and whose work is included in a covered Interactive Program based upon the following schedule of recording sessions worked:

Number of Principal Performer Recording Sessions Worked by Performer on a Program	Incremental Additional Compensation Amount for Performer	Aggregate Additional Compensation 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

This Additional Compensation payment shall be paid no later than the release date for the Program reported in the trades or traditional media. Overscale compensation may be credited against these Additional Compensation payments. Such Additional Compensation payments are subject to H&R Plans contributions up to the ceiling contained in Section I.34.A. Additional Compensation payments are excluded from Total Applicable Base Compensation.

Interactive Programs comprised of 10 or fewer sessions by all Principal Performers in the aggregate shall not be subject to foregoing Additional Compensation.

8. **Health and Retirement Funds**

*Amend Article I, Section 34 heading to read as follows:*

**“SAG-AFTRA HEALTH PLAN AND AFTRA ~~HEALTH AND~~ RETIREMENT FUNDS”**

*Amend Article I, Section 34 to read as follows:*

“A. With respect to services performed under this Agreement (including all services such as rehearsal performed in connection therewith but not including Liquidated Damages imposed on Employer), the Employer shall pay to the SAG-AFTRA Health Plan and AFTRA Health and Retirements Funds (the “H&R Funds”) a sum equal to ~~fifteen percent (15%)~~ sixteen percent (16%) of the gross compensation due each Performer for such services without any deductions whatsoever, whether pursuant to oral or written contracts, including talent agent’s commission, if any.

On an employer-by-employer basis, contributions will be made only to the AFTRA Retirement Funds, provided that such agreement does not trigger withdrawal liability with withdrawal from the SAG Pension Plan for that particular employer. If any employer would be subject to withdrawal liability as a result of contributions being directed under this provision, the parties will make arrangements so that such employer will not trigger a complete withdrawal from the SAG Pension Plan.

No Employer Producer shall be obligated to make H&R Funds contributions on behalf of any individual performer on gross compensation in excess of \$125,000 for covered services paid by that Employer Producer per Program franchise in a calendar year.”

9. **Prompting Devices; Description of Role; Scripts**

*Amend Article II, Section 8.A to read as follows:*

“A. A full and forthright description of the role to be played must be given at the time of audition or interview or, if none, at the time of booking. To the extent known at the time of the booking, such description should include the code name of the Program, whether the Program is based upon previously published intellectual property (including any film, television program, novel, play, videogame or other work), whether the actor is being asked to reprise a role from a prior Program, the description of genre (as one or more of: 1) Fighting/Shooter; 2) RPG; 3) Simulation/Racing/Sports; or 4) Puzzle/Casual/Kids & Family/Strategy); length of Performer’s role, use of unusual terminology, use of profanity, content of sexual or violent nature, racial slurs, whether stunts will be required, whether memorization is required, and whether cue cards or other prompting devices will be used. This information may be provided verbally to the performer or his or her agent and made subject to a non-disclosure agreement.”

10. **Vocal Stress**

*Amend Article II, Section 9 to include the following:*

“The parties have agreed to more proactive cooperation in the establishment of “best practices” to protect performers’ voices. The parties have discussed how to communicate to directors those practices and how to impress upon the performers their ability to voice concerns both prior to and during recording sessions.

In the event of a ruling from a governmental body, including but not limited to Cal-OSHA, the parties agree to reopen the agreement to address working conditions to address the impact of such a ruling only.”

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11. **Stunts**

*Amend Article II, Section 28.C.1.a to include the following:*

“The issue regarding the requirement for qualified individuals being present on set for planning, set up, and performance of stunts shall be referred to the Industry Cooperative Committee.”

12. **Strike Settlement**

The strike that took place during the prior term of this contract ended with the adoption of these terms on September 20, 2017. Both sides waive all claims, grievances, contract damages and unfair labor practices with respect to struck games and confirm that replacements/crossovers were working outside the scope of the collective bargaining agreement and that Performers on struck games are acknowledged as professional performers.

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SCHEDULE A

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**SCHEDULE B**

**SAG-AFTRA SAG-AFTRA Interactive Media Agreement Wage Table**

	3%	3%
11/12/17-11/10/18	11/11/18-11/9/19	11/10/19-11/07/20

**Off-Camera Performers:**

Day Performer (up to 3 voices / 4-hour day)	\$850.25	\$875.75	\$902.00
Day Performer (1 voice / 1 hour)	\$425.25	\$438.00	\$451.00
Additional Voices (each)	\$283.50	\$292.00	\$300.75
6-10 Voices / 6-hour day	\$1,700.50	\$1,751.50	\$1,804.25

**Off-Camera Singers:**

Solo/Duo (4-hour day)	\$850.25	\$875.75	\$902.00
Hourly Rate*	\$425.25	\$438.00	\$451.00
Group Singers 3-8 (4-hour day)	\$450.25	\$463.75	\$477.75
Group Singers 9+ (4-hour day)	\$391.00	\$402.75	\$414.75
Group Hourly Rate*	\$252.00	\$259.75	\$267.50
Contractor 3-8 (4-hour day)	+50%	+50%	+50%
Contractor 9+ (4-hour day)	+100%	+100%	+100%
*Once Producer engages Singers at hourly rate, no conversion to Day Player rates.			

**Atmospheric Voices:**

Up to 20 Atmospheric Voices (4-hour day)	\$850.25	\$875.75	\$902.00
Unlimited Atmospheric Voices (4-hour day)	\$1,700.50	\$1,751.50	\$1,804.00
Up to 3 Atmospheric Voices (1 hour)	\$425.25	\$438.00	\$451.00

**On-Camera Performers:**

Day Performer (including solo/duo singers)	\$850.25	\$875.75	\$902.00
3-Day Performers (including solo/duo singers)	\$2,151.00	\$2,215.50	\$2,282.00
Weekly Performers (including solo/duo singers)	\$2,950.75	\$3,039.25	\$3,130.50
6-Day Overnight Location	\$3,245.50	\$3,342.75	\$3,443.00
Group Singers 3-8 (4-hour day)	\$806.50	\$830.75	\$855.75
Group Singers 9+ (4-hour day)	\$703.50	\$724.75	\$746.50
Contractor 3-8	+50%	+50%	+50%
Contractor 9+	+100%	+100%	+100%
<b>Step Out:</b>			
Per day –up to 15 cumulative bars	\$1,275.50	\$1,313.75	\$1,353.00
Per day – 16+ cumulative bars or detained 1 hour+	Group rate +\$850.25	Group rate +\$875.75	Group rate +\$902.00

**Dancers:**

Rehearsal Days Only	\$499.75	\$514.75	\$530.00
Work Days (no rehearsal):			
Solo/Duo	\$850.25	\$875.75	\$902.00
Group 3-8	\$745.00	\$767.25	\$790.25
Group 9+	\$651.00	\$670.50	\$690.50
Weekly Option (includes rehearsals):			
Solo/Duo	\$2,733.50	\$2,815.50	\$2,900.00
Group 3-8	\$2,505.00	\$2,580.00	\$2,657.50
Group 9+	\$2,278.50	\$2,347.00	\$2,417.50
Hazardous Work	\$76.50	\$79.00	\$81.25

**Additional Compensation\*\*:**

	Session bonus:	Aggregate paid:
1 <sup>st</sup> Session	\$75.00	\$75.00
2 <sup>nd</sup> Session	\$125.00	\$200.00
3 <sup>rd</sup> Session	\$175.00	\$375.00
4 <sup>th</sup> Session	\$175.00	\$550.00
5 <sup>th</sup> Session	\$225.00	\$775.00
6 <sup>th</sup> Session	\$225.00	\$1,000.00
7 <sup>th</sup> Session	\$275.00	\$1,275.00
8 <sup>th</sup> Session	\$275.00	\$1,550.00
9 <sup>th</sup> Session	\$275.00	\$1,825.00
10 <sup>th</sup> Session	\$275.00	\$2,100.00
**Paid to all principal performers no later than the release date of the Program. Additional compensation can be credited against over-scale salaries.		

**Background Actors:**

General Background Actors	\$145.50	\$150.00	\$154.50
Special Ability Actors and Stand-ins	\$182.50	\$188.00	\$193.75
Wet Work	\$14.25	\$14.75	\$15.25
Body Makeup, Skull Cap, Hair Goods	\$19.00	\$19.75	\$20.25