

**2011-2014 AFTRA NATIONAL CODE OF FAIR PRACTICE FOR
CORPORATE/EDUCATIONAL AND NON-BROADCAST RECORDED MATERIAL
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between the **American Federation of Television and Radio Artists** (hereinafter referred to as “AFTRA or “the Union”) and _____ (hereinafter referred to as “the Producer”).

The language in this Memorandum of Agreement does not necessarily represent final contract language.

The provisions of this Memorandum of Agreement represent modifications to the **2005-2008 National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material**, and modified extension agreements, thereto. Except as specifically modified herein, the terms of such Agreement shall otherwise remain the same, subject to conforming language.

The provisions shall be effective as of the dates hereinafter set forth.

TERM OF AGREEMENT

The term of the 2011-2014 Agreement shall commence on May 1, 2011 and be effective through April 30, 2014.

1. SECTIONS 5.; 97.A. MINIMUM COMPENSATION, FEES PER PROGRAM

A two percent (2%) increase shall be effective May 1, 2011 and an additional two percent (2%) increase shall be effective November 1, 2012. These percentage increases shall apply to all compensation, ceilings, and adjustments. Allowances, liquidated damages and expense reimbursements, are not subject to such increase. (See Rate Chart on Page 8)

2. SECTION 6. CONTRIBUTIONS TO THE AFTRA HEALTH AND RETIREMENT FUNDS

Effective May 1, 2011:

- A. Contributions to the AFTRA Health & Retirement Funds shall be increased by twenty one-hundredths of a percent (.20%) for a total contribution rate of 15.50%;
- B. Establish an allocation dedicated to the AFTRA-Industry Cooperative Fund (“AICF”) in the amount of thirty one-hundredths of a percent (.30%); and
- C. Eliminate the fifteen one-hundredths of a percent (.15%) allocation that had been dedicated solely to the AFTRA Health Fund.

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3. SECTION 3. COMMERCIALS FOR TELEVISION

Modify the title of Section 3. as follows:

“~~Commercials for Television~~” to “**Commercials – Not Permitted Under this Agreement**”

4. SECTION 5. NEW MEDIA

Amend Section 5. as follows:

“...A program produced for initial exhibition on the Internet **or New Media** shall be considered either a Category I or Category II program under the current definitions cited below.”

“New Media is defined as digital, electronic, or any other type of delivery platform including, but not limited to, Programs delivered via podcasts, mobile devices (except as otherwise provided in the Phoncasting/IVR provisions of the Code), and other digital and electronic media. The term New Media is intended to be all inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown, but is not intended to supersede other existing provisions in the Code.”

5. SECTION 5.A. CATEGORY I

Amend the language in Section 5.A. as follows:

Category I programs are designed to train, inform, promote a product or perform a public relations function, and may be exhibited in classrooms, museums, libraries or other **similar locations** ~~places where no admission is charged.~~

6. SECTION 5.A. FEES PER PROGRAM

Amend Section 5.A. to reflect the following:

When an On-Camera Day Performer works multiple days on multiple Programs, (s)he shall be compensated for the number of days worked, or the number of Programs recorded, whichever is greater.

For example, an On-Camera Day Performer works three (3) days and appears on-camera in four (4) separate Programs. On each day, the Day Performer renders services in various segments of each of the four (4) Programs.

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Photography is completed for all four (4) Programs on the third day. The Day Performer shall be paid \$1,441.50 (3 x \$480.50¹) for the three (3) days' services and an additional \$480.50 for the remaining program for a total payment of \$1,992.50.

7. SECTION 5.C.2. BACKGROUND ACTORS

Retain the sunset provision wherein the rates for Background Actors shall apply to the first ten (10) Background Actors employed per day for each Non-Broadcast Program produced. This provision shall end automatically with the termination of the 2011-2014 Agreement ("sunset clause").

8. SECTION 5.C.3. HALF-DAY ENGAGEMENT

Modify the Call Time Restrictions and replace with new language as set forth below:

Call times (except for travel) are limited to:

~~Morning Call—must end by 12:00 noon.~~

~~Afternoon Call—no earlier than 1:00 p.m.~~

~~Evening Call—any four (4) consecutive hours provided work ends by midnight.~~

The Producer will use best efforts when scheduling Half-Day Engagements to take into account scheduling conflicts of the Performer.

9. SECTION 7.E. SUPPLEMENTAL USE - INTERNET

Eliminate Section 7.E, Supplemental Use - Internet, and reletter the remaining subsections.

10. SECTION 10. CASTING AND AUDITIONS

Producer shall encourage the use of Audition Sign-in Sheets for all scheduled auditions. (A copy of the Sign-in Sheet can be found on Page 7)

11. SECTION 12. UNION SECURITY

The Liquidated Damages assessed for a breach of this Section has been reduced from \$500.00 to \$320.00 per breach.

¹ in this example, \$480.50 represents the Category I Day Performer Rate, effective April 1, 2011. The concept applies to all current fees in both Category I and II.

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12. SECTION 13. PROFESSIONAL RECOGNITION; PREFERENCE OF EMPLOYMENT; PRINCIPAL PERFORMERS

Amend Section 13.D. to exclude from this section fashion models who are hired for a print shoot and are incidentally recorded for a Non-Broadcast program at the same time. This exclusion would not apply to fashion models initially hired to work on a Non-Broadcast program.

13. SECTION 21. POLICY OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION/DIVERSITY

A. Amend Section 21.A. as follows:

The parties hereto reaffirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of Performers on the basis of sex, race, color, creed, national origin, age, ~~or~~ disability, **gender identity or sexual orientation** in accordance with applicable state and federal law, nor shall any inquiry be made with respect to a Performer's marital status, **gender identity**, sexual orientation, national origin, creed, age or disability.

B. Amend the 3rd paragraph of Section 21.D. as follows:

Where the Stunt Performer doubles for a role which is identifiable as female and/or Black, Latin-Hispanic, Asian-Pacific ~~or~~ Native American, **or Middle Eastern** and the race and/or sex of the double is also identifiable, Producer shall make every effort to cast qualified persons of the same sex and/or race involved.

C. Amend the first two (2) paragraphs of Section 21.J. as follows:

Producer shall not use any **documented** information ~~contained on~~ **obtained in connection with the** INS Form I-9, **or its successor**, to discriminate against any Performer on the basis of sex, race, age ~~or~~ national origin, **or disability** in violation of this contract or law.

To that end, **information on the** INS Form I-9 ~~information~~, **or its successor**, which is protected by equal employment laws or by this contract shall be maintained in confidence.

D. Producers shall be encouraged to include language in audition breakdowns that encourages diversity in casting.

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14. SECTION 56. TRAVEL

Provide for any time intervening between the completion of a performer's work on any day and the commencement of travel shall be computed as travel time.

15. SECTION 70. TITLE OF AGREEMENT

Amend to provide for a new Title, as follows:

The 2011-2014 National Code of Fair Practice for Corporate/Educational and Non-Broadcast Recorded Material

16. SECTION 97.A.3. INTERACTIVE VOICE RECORDING (IVR)/PHONE PROMPT SYSTEMS

Eliminate the Sunset Clause as it relates to this Provision.

17. SECTION 97.A.4. PHONECASTING

Eliminate the Sunset Clause as it relates to this Provision.

18. SECTION 97.A.5. STORECASTING

Amend Section 97.A.5 as follows:

“The Producer, notwithstanding the number of messages recorded during a session for a single client, may acquire rights for Storecasting (~~i.e., announcements similar to commercial messages of the type broadcast on radio or television~~) which are amplified and made accessible to the general public at public places of business, by payment of not less than the amounts set forth below.”

19. RESTRUCTURING AND SIMPLIFICATION OF THE AGREEMENT

In order to streamline the contract and make it more “user friendly”, both parties have agreed to meet during the term of the contract to discuss and implement changes by updating/clarifying outdated language and amending existing language to more adequately reflect the current business practices. Both parties understand that such changes may include the addition or elimination of producer obligations or performer protections. The parties will establish a mutually agreeable procedure to implement this agreement.

20. EMPLOYMENT CONTRACT ADDITIONAL INFORMATION

The Standard Employment Contract will be amended to include the performer’s work city, work state and e-mail address. It has been agreed that the e-mail address

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shall be marked “optional”, shall not be a condition of employment, and may be the performer’s agent’s email address. Additionally, all information shall be kept confidential and used for employment purposes only.

CLARIFICATIONS

1. The Industry clarified an unlimited number of messages may be recorded for a single client in a single session for the minimum fee under the Phonecasting and Storecasting provisions.
2. It was reconfirmed that Audio Commercials **may not** be produced under this Agreement.
3. If only the voice-over portion of a Program is rerecorded into another language, it does not create a Separate Program for on-camera performers.
4. Conform Sections 97.A.1&2 to Sections 5.A&B with regard to definitions and examples.
5. Background Actors are not due Supplemental Use payments.

IN WITNESS THEREOF, the parties to this Memorandum of Agreement this ____ day of _____, 2_____.

Company: _____

By: _____

Date

Print name and Title

American Federation of Television and Radio Artists

By: _____

Date

Kim Roberts Hedgpeth
National Executive Director

AFTRA CORPORATE/EDUCATIONAL AND NON-BROADCAST AUDITION REPORT

| | |
|--|--|
| TO BE COMPLETED BY CASTING DIRECTOR | <input type="checkbox"/> CATEGORY I <input type="checkbox"/> CATEGORY II |
|--|--|

| | | | |
|--|---|--|---------------|
| <input checked="" type="checkbox"/> WHERE APPLICABLE | <input type="checkbox"/> ON-CAMERA DAY PERFORMER <input type="checkbox"/> OFF-CAMERA <input type="checkbox"/> SINGER/DANCER <input type="checkbox"/> ON-CAMERA NARRATOR/SPOKESPERSON <input type="checkbox"/> BACKGROUND ACTOR | AUDIO PROGRAMS: <input type="checkbox"/> PRINCIPAL PERFORMER <input type="checkbox"/> SINGER <input type="checkbox"/> NON-PRINCIPAL PERFORMER <input type="checkbox"/> 3 MINUTES PRINCIPAL PERFORMER <input type="checkbox"/> PHONECASTING/IVR <input type="checkbox"/> STORECASTING | AUDITION DATE |
|--|---|--|---------------|

| | | |
|------------------------------------|--|---|
| <u>CASTING REPRESENTATIVE NAME</u> | <u>PROGRAM TITLE - NAME & NUMBER</u> | Person to whom correspondence concerning this form shall be sent: _____ (Name & Phone Number) |
|------------------------------------|--|---|

| | | | |
|--------------------------------|---------------------------|-------------------|------------------------|
| <u>SIGNATORY EMPLOYER NAME</u> | <u>PRODUCTION COMPANY</u> | <u>JOB NUMBER</u> | <u>PRODUCT/SERVICE</u> |
|--------------------------------|---------------------------|-------------------|------------------------|

TO BE COMPLETED BY PERFORMERS

| NAME (PRINT) | PERFORMER ID # | AGENT (PRINT) | ACTUAL CALL | TIME IN | TIME OUT | INIT. | CIRCLE INTERVIEW NUMBER | SEX <input checked="" type="checkbox"/> | | AGE <input checked="" type="checkbox"/> | | ETHNICITY <input checked="" type="checkbox"/> | | | | | PWD <input checked="" type="checkbox"/> |
|--------------|----------------|---------------|-------------|---------|----------|-------|-------------------------|---|---|---|-----|---|---|---|----|----|---|
| | | | | | | | | M | F | 40+ | -40 | AP | B | C | LH | NA | |
| | | | | | | | 1st 2nd 3rd 4th | | | | | | | | | | |
| | | | | | | | 1st 2nd 3rd 4th | | | | | | | | | | |
| | | | | | | | 1st 2nd 3rd 4th | | | | | | | | | | |
| | | | | | | | 1st 2nd 3rd 4th | | | | | | | | | | |
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| | | | | | | | 1st 2nd 3rd 4th | | | | | | | | | | |
| | | | | | | | 1st 2nd 3rd 4th | | | | | | | | | | |

AUTHORIZED REPRESENTATIVE SIGNATURE:

The use of this Form is at the option of the Employer. The only reason for requesting information on ethnicity, sex, age, and disability is for the talent unions to monitor applicant flow. The furnishing of such information is on a VOLUNTARY basis. The Authorized Representative's signature on this form shall not constitute a verification of the information supplied by performers.

- | | |
|--------------------|-------------------------------|
| Asian/Pacific - AP | Latino/Hispanic - LH |
| Black - B | Native American - NA |
| Caucasian - C | Performer w/ Disability - PWD |
| Other - O | |

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| <u>MINIMUM COMPENSATION, FEES PER PROGRAM</u> | <u>5/1/11 – 10/31/12</u> | | <u>11/1/12-4/30/14</u> | |
|--|--------------------------------|---------------------------|--------------------------------|---------------------------|
| <u>PRINCIPAL PERFORMERS</u> | <u>Category I</u> | <u>Category II</u> | <u>Category I</u> | <u>Category II</u> |
| On-Camera | | | | |
| Day Performer (Actor or Stunt) | \$480.50 | \$597.50 | \$490.00 | \$609.50 |
| Half Day Performer (4 hours only; many restrictions apply) | 312.50 | 388.50 | 318.50 | 396.00 |
| 3-Day Performer | 1,209.00 | 1,490.50 | 1,233.00 | 1,520.50 |
| Weekly Performer (5-day week) | 1,687.50 | 2,089.50 | 1,721.50 | 2,131.50 |
| (Overnight location only, 6-day week) | 1,857.00 | 2,298.50 | 1,894.00 | 2,344.50 |
| Choreographed Dancer, Swimmer, Skater, etc. | | | | |
| Per Day: Solo/Duo | \$429.50 | \$535.50 | \$438.00 | \$546.00 |
| Group | 359.00 | 450.50 | 366.00 | 459.50 |
| 3-Day: Solo/Duo | 1,028.00 | 1,286.00 | 1,048.50 | 1,311.50 |
| Group | 863.50 | 1,078.50 | 881.00 | 1,100.00 |
| Weekly: Solo/Duo | 1,715.00 | 2,143.00 | 1,749.50 | 2,186.00 |
| Group | 1,438.00 | 1,798.50 | 1,467.00 | 1,834.50 |
| Singer, per day | | | | |
| Solo/Duo | \$480.50 | \$597.50 | \$490.00 | \$609.50 |
| Group | 289.50 | 357.50 | 295.50 | 364.50 |
| Step Out | 363.00 | 448.50 | 370.50 | 457.50 |
| Contractor – 50% additional | | | | |
| | <u>5/1/11 – 10/31/12</u> | | <u>11/1/12-4/30/14</u> | |
| <u>ON-CAMERA NARRATOR/SPOKESPERSON</u> | <u>Category I</u> | <u>Category II</u> | <u>Category I</u> | <u>Category II</u> |
| First Day | \$873.50 | \$1,035.00 | \$891.00 | \$1,056.00 |
| Each Additional Day | 480.50 | 597.50 | 490.00 | 609.50 |
| | <u>5/1/11 – 10/31/12</u> | | <u>11/1/12-4/30/14</u> | |
| <u>OFF-CAMERA</u> | <u>Category I</u> | <u>Category II</u> | <u>Category I</u> | <u>Category II</u> |
| Day Performer (Voice Over) | | | | |
| First Hour | \$393.00 | \$437.50 | \$401.00 | \$446.50 |
| Each additional half-hour | 115.00 | 115.00 | 117.50 | 117.50 |
| Retakes, Voice over performers only | | | | |
| Entire script, first hour | 393.00 | 437.50 | 401.00 | 446.50 |
| Entire script, each additional half-hour | 115.00 | 115.00 | 117.50 | 117.50 |
| Partial Script, within 60 days, 30 minute session | 213.50 | 213.50 | 218.00 | 218.00 |
| Singer, per hour | | | | |
| Solo/Duo | \$258.00 | \$289.50 | \$263.00 | \$295.50 |
| Group | 172.00 | 194.50 | 175.50 | 198.50 |
| Step Out | 214.50 | 243.50 | 219.00 | 248.50 |
| Contractor – 50% additional | | | | |
| <u>BACKGROUND ACTORS – Daily Rates</u> | <u>5/1/11 – 10/31/12</u> | | <u>11/1/12-4/30/14</u> | |
| | <u>Category I or II</u> | | <u>Category I or II</u> | |
| General Background Actor | | \$125.00 | | \$127.50 |
| Special Ability Background Actor (Including Stand-in, Photo Double) | | 137.50 | | 140.50 |
| Silent Bit Background Actor | | 233.50 | | 238.00 |

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AUDIO ONLY PROGRAMS

| | <u>5/1/11 – 10/31/12</u> | <u>11/1/12-4/30/14</u> | | |
|--|--------------------------|------------------------|-------------------|--------------------|
| | <u>Category I</u> | <u>Category II</u> | <u>Category I</u> | <u>Category II</u> |
| Principal Performer – First Hour | \$393.00 | \$437.50 | \$401.00 | \$446.50 |
| Each additional half-hour or segment thereof | 115.00 | 115.00 | 117.50 | 117.50 |
| Retakes: Principal Performer (½-hr. session) | 213.50 | 213.50 | 218.00 | 218.00 |
| 3 Minutes: Principal Performer (½-hr. session) | 235.00 | 259.00 | 239.50 | 264.00 |
| <i>If the session exceeds 30 minutes, the fee shall revert to the session fee provided above for Principal Performers.</i> | | | | |
| <i>This 3-minute fee is available to Principal Performers only.</i> | | | | |
| Non-Principal Performer – First Hour | 177.00 | 196.50 | 180.50 | 200.50 |
| Each additional half-hour or segment thereof | 69.50 | 77.00 | 71.00 | 78.50 |
| <i>At least one Principal Performer per program must be employed to use the Non-Principal rate.</i> | | | | |
| Singers – Per Hour | | | | |
| Solo | \$258.00 | \$289.50 | \$263.00 | \$295.50 |
| Solo and Group (less than 16 bars) | 214.50 | 243.50 | 219.00 | 248.50 |
| Groups of 3 or more | 172.00 | 194.50 | 175.50 | 198.50 |
| Step-Out (Solo/Duo steps out of group) | 27.00 | 27.00 | 27.50 | 27.50 |
| <i>If out of any group a Soloist or Duo steps out and sings less than eight (8) cumulative bars or speaks up to ten (10) words, then each of the singers so stepping out or speaking words shall be paid the fee specified above, in addition to the group fee for the group called.</i> | | | | |
| Contractor – additional 50% of contract scale | | | | |

| | <u>5/1/11 – 10/31/12</u> | <u>11/1/12-4/30/14</u> |
|--|--------------------------|------------------------|
| Interactive Voice Recording (IVR)/Phone Prompt Systems and Phoningcasting | | |
| First Hour, per client | \$218.50 | \$223.00 |
| Each additional half-hour or segment thereof | 109.00 | 111.00 |
| <i>These rates permit an unlimited period of use.</i> | | |
| Storecasting | | |
| 3 months use | \$393.00 | \$401.00 |
| 6 months use | 786.00 | 802.00 |

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| <u>MISCELLANEOUS RATES</u> | <u>5/1/11 – 10/31/12</u> | <u>11/1/12-4/30/14</u> |
|--|---------------------------------|-------------------------------|
| Section 32. Overtime | | |
| • Section 32.A.2. Day Performers | \$949.50 | \$968.50 |
| • Section 32.4 Overtime Ceilings | | |
| • Day Performers | | |
| • Maximum Base | \$949.50 | \$968.50 |
| • Time and one-half | 178.00 | 181.50 |
| • 3-Day Performers | | |
| • Maximum Base | \$2,849.00 | \$2,906.00 |
| • Time and one-half | 178.00 | 181.50 |
| • Double Time | 237.50 | 242.50 |
| • Weekly Performers | | |
| • Maximum Base | \$3,165.00 | \$3,228.50 |
| • Time and one-half | 119.00 | 121.50 |
| • Double Time | 158.00 | 161.00 |
| Section 33.C Rest Period | \$949.50 | \$968.50 |
| Section 34 - Premium Rates | | |
| Day Performer | \$949.50 | \$968.50 |
| Weekly Performer | 3,165.00 | 3,228.50 |
| Section 45. Body Makeup, Skull Cap, etc. | \$22.50 | \$23.00 |
| Section 56. Travel | | |
| • Mileage Allowance (IRS maximum allowable, 51¢ per mile as of 1/1/2011) | \$.51/mile | \$.51/mile |
| Section 63.N - Wet, Snow and Smoke Work | \$17.00 | \$17.50 |
| Section 64.B.8 – Dancer Hazardous Activity | | |
| • Multiple Days – Rate Per Day | \$79.50 | \$81.00 |
| • Minimum For One Day Only | 122.00 | 124.50 |