

**AMERICAN FEDERATION OF  
TELEVISION AND RADIO ARTISTS**

**(AFTRA)**



**2002-2005**

**AFTRA**

**National Code of Fair Practice For  
Non-Broadcast Industrial/Educational  
Recorded Material**

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**2002-2005  
AFTRA National Code of Fair Practice  
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This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the American Federation of Television and Radio Artists, AFL-CIO (hereinafter sometimes referred to as "Union"), and each of the persons (entities) who has affixed her/his (or its) name hereto in the space provided (hereinafter referred to as "Producer" or "Producers").

**GENERAL PROVISIONS**

**1. COVERAGE**

This agreement sets forth minimum wage scales and working conditions for all persons whose performances are utilized in any manner in the production of Non-Broadcast/Industrial/Educational programs including those who speak, act, sing or in any other manner perform as talent as such term is used and understood in the Non-Broadcast/Industrial/Educational program industry (including voice performers, narrators, commentators, singers, dancers, background actors, stuntpersons, airplane pilots and those who operate hand- or string-manipulated puppets or marionettes or speak in connection with such operation) and members of the public who participate on a testimonial or interview basis, all herein referred to as "Performers" (see Section 18. for exclusions). Such programs shall include but not be limited to non-theatrical programs (industrial programs, programs made for nonprofit religious organizations, documentary programs, sales programs, educational and training programs, public relations programs, etc., *i.e.*, programs intended for exhibition where no admission is charged). This does not include, however, programs produced for initial or primary exhibition over television, other than closed circuit television.

**2. DEFINITION OF A PROGRAM**

The term "Non-Broadcast/Industrial/Educational Recorded Material" as used herein (and hereinafter sometimes referred to as "industrial/educational programs") means and includes and has always meant and included industrial programs and other material whether recorded on or by videotape, audio tape, wire holograph, magnetic tape, soundtracks, film strips, electrical transcriptions, video or audio discs, cassettes or cartridges, or otherwise, and whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination of the foregoing, or by any other means alone or with still photographs, animated displays, phonecasting or storecasting for the purposes of instruction or education, sales promotions, amusement or entertainment at locations such as meetings, conventions, points-of-sale, public displays, churches, classrooms, seminars or any other site or location, or transmitted via voice grade telephone line (phonecasting), laser or any other photo transmission equipment. A program produced for multiple sales or multiple client usage shall be designated as a Generic Program.

Except as defined in Section 7.F. (Integration and/or Customization), a program is defined as industrial/educational material produced for one client on a single subject and released as a package. Nonetheless, if a program, though on a single subject, consists of distinct units from the standpoint of their design and intended use, then each such unit shall be considered and paid for as a separate program.

*Example A:* A package entitled "Countries of South America" which is divided into separate units such as: "Chile," "Argentina," "Brazil," *etc.*; each unit shall be paid for as a separate program.

*Example B:* A package entitled "Trouble Shooting Hydraulics" which consists of separate units such as: "Use of Gauges," "Checking Hose Connections," "System Pressures," *etc.*; shall be paid for as a single program.

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**3. COMMERCIALS FOR TELEVISION**

- A.** This agreement covers Performers employed in industrial/educational programs only and shall not apply to Performers employed in commercial spots whose employment is covered by a separate agreement known as the AFTRA Television Recorded Commercials Contract (or any agreement in modification or extension thereof or in substitution therefor). The foregoing shall apply only if Performer is recognizable.
- B.** No part of the photography or sound track of an industrial program can be used either as a "lift," "still" or otherwise as a whole or as a part of a commercial message or spot without first obtaining the written consent to such use from each Performer involved and without compensation to each Performer in accordance with the provisions of the AFTRA Television Recorded Commercials Contract (or any agreement in modification or extension thereof or in substitution therefor).

**4. WORLD'S FAIRS, ETC.**

This agreement does not apply to nor fix the terms and conditions for the making of programs to be exhibited at World Fairs, World Trade Exhibitions or the like. Should a Producer desire to make a program which is to be so exhibited the Producer will, prior to beginning production of such program, negotiate with AFTRA with respect to the terms and conditions under which the Performers are to render services in the making thereof.

**5. MINIMUM RATES, CATEGORIES**

Each program produced under this Agreement shall be designated as **Category I** or **Category II** in accordance with the following descriptions and examples. A program produced for initial exhibition on the Internet shall be considered either a Category I or Category II program under the current definitions cited below.

**A. Category I**

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 places where no admission is charged. Included are closed circuit television transmissions (such as direct broadcasts by satellites) and teleconferences. Included also are sales programs which are designed to promote products or services of the sponsor, but which will be shown on a restricted basis only.

*Examples:*

- 1. A program designed to inform salespersons of the features of automobiles sold in their dealership.
- 2. A program promoting fire prevention which does not attempt to sell a particular company's fire insurance policies.

**B. Category II**

Category II programs are intended for unrestricted exhibition to the general public. Category II programs must be designed primarily to sell specific products or services to the consuming public

- 1. at locations where the products or services are sold, or
- 2. at public places such as coliseums, railroad stations, air or bus terminals, or shopping centers.

Category II programs may be supplied free of charge to customers as a premium or inducement to purchase specific goods or services.

Category II programs may be used in all Category I areas without additional fee.

A five (5) year use limitation applies to all Category II programs.

*Examples:*

- 1. A program outlining the selling features of an automobile which is available to all consumers entering automobile dealerships.
- 2. A program promoting fire prevention which sells the benefits of a particular company's fire insurance policies and is exhibited in a shopping mall.

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3. A videocassette explaining how to build a recreation room, provided free of charge to anyone who buys a power drill.
4. A videocassette on how to cook with a Chinese wok, provided free of charge to buyers of a home videocassette recorder.

**C. Minimum Compensation, Fees Per Program**

	<u>5/1/02-10/31/03</u>		<u>11/1/03-4/30/05</u>	
	<u>Category I</u>	<u>Category II</u>	<u>Category I</u>	<u>Category II</u>
<b>1. Principal Performers</b>				
<b>a. On-Camera</b>				
<b>Day Performer (Actor or Stunt)</b>	\$423.00	\$526.00	\$440.00	\$547.00
<b>Half Day Performer</b> (4 hours only; many restrictions apply)	275.00	342.00	286.00	355.50
<b>3-Day Performer</b>	1,064.00	1,312.00	1,106.50	1,364.50
<b>Weekly Performer (5-day week)</b>	1,485.00	1,839.00	1,544.50	1,912.50
(Overnight location only, 6-day week)	1,634.00	2,023.00	1,699.50	2,104.00
<b>Choreographed Dancer, Swimmer,     Skater, etc.</b>				
Per Day: Solo/Duo	378.00	471.00	393.00	490.00
Group	316.00	396.00	328.50	412.00
3-Day: Solo/Duo	905.00	1,132.00	941.00	1,177.50
Group	760.00	949.00	790.50	987.00
Weekly: Solo/Duo	1,509.00	1,886.00	1,569.50	1,961.50
Group	1,266.00	1,582.00	1,316.50	1,645.50
<b>Singer, per day</b>				
Solo/Duo	423.00	526.00	440.00	547.00
Group	255.00	315.00	265.00	327.50
Step Out	319.00	394.00	332.00	410.00
Contractor – 50% additional				

A contractor shall be employed when singers (in a group of 3 or more) are to be employed. The contractor shall be a member of such group except in those cases where the sex of the group precludes the utilization of the contractor's singing services.

	<u>5/1/02-10/31/03</u>		<u>11/1/03-4/30/05</u>	
<b>On-Camera Narrator/Spokesperson</b>	<u>Category I</u>	<u>Category II</u>	<u>Category I</u>	<u>Category II</u>
First Day	\$769.00	\$911.00	\$800.00	\$947.50
	(\$423+346)	(\$526+385)	(\$400+360)	(\$547+400.50)
Each Additional Day	423.00	526.00	440.00	547.00

On-Camera Narrators or Spokespersons are performers who perform on camera and whose primary function is to explain, demonstrate, instruct or promote, substantially in monologue. No more than two (2) performers shall be employed as On-Camera Narrators/Spokespersons in any program produced under this Contract. However, nothing in this Agreement shall be deemed to prevent any Performer from negotiating for and/or obtaining better terms than the minimum terms provided for herein.

	<u>5/1/02-10/31/03</u>		<u>11/1/03-4/30/05</u>	
<b>b. Off-Camera</b>	<u>Category I</u>	<u>Category II</u>	<u>Category I</u>	<u>Category II</u>
<b>Day Performer (Voice Over)</b>				
First Hour	\$346.00	\$385.00	\$360.00	\$400.50
Each additional half-hour	101.00	101.00	105.00	105.00
<b>Singer, per hour</b>				
Solo/Duo	227.00	255.00	236.00	265.00
Group	151.00	171.00	157.00	178.00

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	Step Out	189.00	214.00	196.50	222.50
Contractor – 50% additional					

A contractor shall be employed when singers (in a group of 3 or more) are to be employed. The contractor shall be a member of such group except in those cases where the sex of the group precludes the utilization of the contractor's singing services.

**c. Retakes – Voice-Over Performers Only**

Retakes are limited to thirty (30) minutes in-studio time per program. Any time beyond thirty (30) minutes shall require a full session fee. In the event the entire script is re-recorded (regardless of the number of lines), the full session fee shall be paid to the Performer. If the "call back" occurs later than sixty (60) days after the original recording session, the Performer shall receive the full session fee. The partial script retake shall only be used for the purpose of script adjustments and correction of errors provided that neither the nature of the program nor the intended audience is altered.

	<u>5/1/02-10/31/03</u>		<u>11/1/03-4/30/05</u>	
	<u>Category I</u>	<u>Category II</u>	<u>Category I</u>	<u>Category II</u>
Entire Script, First Hour	\$346.00	\$385.00	\$360.00	\$400.50
Entire Script, each additional half-hour	101.00	101.00	105.00	105.00
Partial Script, within 60 days, 30-minute session	188.00	188.00	195.50	195.50

**d. Unrecorded Silent Part**

The playing of an Unrecorded Silent Part by a Performer shall be covered by and be subject to this Agreement. The definition of an Unrecorded Silent Part is the playing of individual foreground action in close shots in a specific role and/or with ad-lib dialogue indicating the action of the story, an appearance in two (2) or more scenes illustrating the story line, or the playing of an individual character identified by narration or by another character, or the playing of an individual character identified with the product. The Performer playing an Unrecorded Silent Part shall be paid as an On-Camera Day Performer.

**2. Background Actors**

	<u>5/1/02-10/31/03</u>	<u>11/1/03-4/30/05</u>
<b>a. Daily Rates</b>	<u>Category I or II</u>	<u>Category I or II</u>
<b>General Background Actor</b>	\$110.00	\$114.50
<b>Special Ability Background Actor</b> (Including Stand-in, Photo Double)	121.00	126.00
<b>Silent Bit Background Actor</b>	206.00	214.00

The rates listed above shall apply to the first ten (10) Background Actors employed per day for each industrial program produced.

This provision shall end automatically with the termination of this Agreement ("sunset clause").

**b. Weekly Rates**

The salary for Background Actors employed by the week shall be five (5) times the minimum daily rates as specifically set forth above. Background Actors employed by the week are guaranteed a minimum of five (5) consecutive days. After this minimum guarantee has been fulfilled, Producer may continue the employment on a *pro rata* basis for each non-premium day of work beyond the guaranteed week at one-fifth (1/5) of the weekly rate. However, the sixth and seventh days of work shall be

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compensated at double the daily rate.

- c. The workweek for daily Background Actors shall be the established payroll week of the Producer consisting of seven (7) consecutive calendar days starting at midnight on Saturday. The workweek and payroll week for Background Actors employed by the week shall commence with the first day of employment.
- d. The guarantee of employment for daily employees shall be one (1) day's pay for eight (8) hours. The foregoing guarantee is subject to rights of cancellation as provided in Section 24.F.

**3. Half-Day Engagement**

Half-Day Engagement, which can be utilized only once per Performer per program, is limited to the following circumstances:

- a. Rehearsal time (no photography) of four (4) consecutive hours or less provided a firm date for the subsequent workday(s) is given at the time of booking, or
- b. Day Performer roles which can be completed within four (4) hours of work time
- c. Call times (except for travel) are limited to:

- (1) Morning Call - must end by 12:00 noon.
- (2) Afternoon Call - no earlier than 1:00 p.m.
- (3) Evening Call - any four (4) consecutive hours provided work ends by midnight.

The Producer may engage the Performer for up to four (4) consecutive hours of rehearsal time or work time at no less than sixty-five percent (65%) of the Day Performer minimum scale or sixty-five percent (65%) of the Performer's *pro rata* single day rate, whichever is higher. Any travel time which causes the total workday to exceed four (4) hours shall be paid at straight time based upon the Performer's full day rate (one hundred percent [100%]).

Any extension of the half-day beyond four (4) hours is subject to the Performer's consent at the time of extension and shall be paid at no less than an additional sixty-five percent (65%), bringing the rate for the full eight (8) hours to no less than one hundred thirty percent (130%). Any overtime beyond eight (8) hours of work will then be computed at time and one-half or double time, as appropriate, on the one hundred thirty percent (130%) base rate. All required meal periods will be observed.

No half-day engagement (other than rehearsal) shall be continued for additional days unless the Performer receives at least one hundred percent (100%) for the half-day. However, if a mechanical failure (*i.e.*, camera inoperative, power loss, *etc.*) occurs within the first four (4) working hours and thereby causes a continuation on an additional day, the requirement for one hundred percent (100%) payment for the half-day shall not apply. Any extension of half-day engagement is subject to the Performer's consent at the time of extension.

For 3-Day Performers or Weekly Performers, only the half-day rehearsal rate may be used. When booked for a half-day rehearsal, the Performer's guarantee is increased by one-half day.

This provision shall **not** apply to Dancers, Background Actors, On-Camera Narrators/Spokespersons and Stunt Performers.

*Examples:*

- a. Within the studio zone, Performer is booked for a half-day of rehearsal for Monday with a firm booking for a full workday the following Thursday.

Payment due:	Monday	-	4 hours	-	65%
	Tuesday	-	no hours	-	0%
	Wednesday-		no hours	-	0%
	Thursday	-	8 hours	-	100%
	<b>Total Due:</b>				<b>165%</b>

- b. Within the studio zone, Performer is booked for a half-day of rehearsal for Monday with

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a firm booking for four (4) hours of work for the following Thursday.

Payment due:	Monday	-	4 hours	-	65%
	Tuesday	-	no hours	-	0%
	Wednesday	-	no hours	-	0%
	Thursday	-	4 hours	-	100%
	<b>Total Due:</b>				<b>165%</b>

- c.** Outside the studio zone, Performer is booked for a half-day of work for Monday. The Performer travels one (1) hour to the work site, works four (4) hours and travels one (1) hour to return.

Payment due:	Monday	-	4 hours work		65%
			2 hours travel (2/8ths of 100%)		25%
	<b>Total Due:</b>				<b>90%</b>

- d.** Same as example **c.** above except the work is not completed after four (4) hours and Performer agrees to return on Thursday. On Thursday, Performer travels one (1) hour to the work site, works two (2) hours and travels one (1) hour to return.

Payment due:	Monday	-	4 hours work		65%
			2 hours travel (2/8ths of 100%)	-	25%
			Continuation step-up fee	-	35%
	Tuesday	-	no hours	-	0%
	Wednesday	-	no hours	-	0%
	Thursday	-	2 hours work		100%
			2 hours travel (included in 8-hour day)		
	<b>Total Due:</b>				<b>255%</b>

- e.** Same as example **d.** above except Performer agrees to work an additional four (4) hours on Monday and agrees to return on the following Thursday.

Payment due:	Monday	-	1st 4 hours	-	65%
			2nd 4 hours	-	65%
			2 hours travel (2/8ths of 100%)	-	25%
	Tuesday	-	no hours	-	0%
	Wednesday	-	no hours	-	0%
	Thursday	-	2 hours work	-	100%
			2 hours travel (included in 8-hour day)		
	<b>Total Due:</b>				<b>255%</b>

**D. Off-Camera Narration**

An on-camera Performer who gives an off-camera narration other than as the character portrayed on-camera shall be paid a full additional off-camera wage for such narration.

**E. Doubling and Dubbing**

- 1. Doubling.** Any performer of any category shall be paid full additional fees applicable to each double. Principals (narrators, principals, soloists and duos) may not double without additional full principal fees. It shall not be a double if a soloist or duo speaks in character or an actor sings in character.
- 2. Dubbing.** Producer agrees that it will not "dub" the voice of Day Performers employed at a rate of \$616.00 (\$640.50 effective 11/1/03) or more per day or of 3-Day Performers or of Weekly Performers at any wage rate without such Performer's written consent, except that Producer shall have the right to dub under the following circumstances:
  - a.** When necessary to meet expeditiously the requirements of foreign exhibition or domestic exhibition in a foreign language; or
  - b.** When the Principal Performer is not available; or
  - c.** When the Principal Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the Principal Performer; or

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**d.** When the Principal Performer is physically unable to speak.

The Principal Performer agrees that under any of the conditions set forth above, Producer shall have the right to dub the voice of the Principal Performer and all instrumental, musical and other sound effects to be produced by the Principal Performer to such extent as may be required by Producer.

**F. Payment**

**1.** Payment must be mailed by Producer to the appropriate AFTRA office in the city in which the work was performed not later than thirty (30) calendar days following the day(s) of employment. All payments of compensation for the services of Performers hereunder shall be made by check to the Performer entitled thereto, as provided in this Agreement. A check voucher or statement shall accompany each check and shall contain complete information identifying the program(s), client(s), employment date(s) as well as unemployment insurance information, including employer of record, employer's address, state in which unemployment insurance is filed and state identification number.

**2. Liquidated Damages for Late Payment**

**a.** In the event Producer fails to make timely payment, as herein provided, the following cumulative liquidated damage payments shall be due and payable to the Performer for each day, beginning with the day following the date of default: \$3.00 per day up to thirty (30) days (excluding Saturdays, Sundays and holidays), to a maximum of \$90.00. Thereafter, the liquidated damages payment shall cease to accrue unless either AFTRA or the Performer gives written notice to Producer of nonpayment. In the event such notice is given and full payment, including accrued liquidated damages, is not made within twelve (12) working days thereafter, the Producer shall be liable for an immediate additional liquidated damages payment of \$75.00 plus further liquidated damage payments at the rate of \$5.00 per day from the date of the receipt of notice of nonpayment, which shall continue without limitation as to time until the delinquent payment together with all liquidated damages is fully paid. Such liquidated damages shall be in addition to any and all other remedies which AFTRA may have against Producer under this Agreement.

**b.** In the event of a claim, any undisputed sums due and payable to the Performer shall nevertheless be paid within the time periods specified in this Agreement. Failure to make timely payments shall activate the liquidated damages provision above.

**c.** Liquidated damages for late payment shall begin to accrue twelve (12) business days after the settlement of a disputed claim.

**d.** In the event Producer fails to make timely payments as required hereunder, AFTRA may, by written notice, require the payments to be sent to Performers in care of a designated AFTRA office.

**3. Social Security, Withholding, Unemployment and Disability Insurance Taxes**

All compensation paid to Performers covered by the agreement for or in connection with the making and use of Industrial/Educational programs constitutes wages and as such is subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Producer and others who assume the contractual obligation to make such payments shall also make the required payments, reports and withholding with respect to such taxes.

Employers must honor a Performer's request that taxes be withheld over a longer payroll period (*i.e.*, by a more favorable tax withholding schedule). Producer shall attach appropriate forms for this purpose to Performer's contract.

**G. Prohibition Against Crediting**

Any Performer who is engaged to perform services at scale, or under terms or conditions

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over and above the minimum scales, terms or conditions provided for in this Agreement, shall nevertheless have the protection and benefits of all other provisions and conditions set forth in this Agreement. Further, no compensation paid to a Performer for services in excess of the minimum may be credited against overtime, penalties or any other compensation due the Performer.

**6. CONTRIBUTIONS TO AFTRA HEALTH AND RETIREMENT FUNDS**

- A.** With respect to services performed under this Code (including all services such as rehearsal performed in connection therewith), the Producer shall pay to the American Federation of Television and Radio Artists Health and Retirement Funds (hereinafter referred to as the AFTRA Health and Retirement Funds), a sum equal to thirteen and thirty one-hundredths (13.30) of the gross compensation due each performer for such services. Fifteen one-hundredths per cent (0.15%) of the total contribution is specifically dedicated to the AFTRA Health Fund. The Producer's obligation to pay such sum shall apply to the performer's gross compensation, including talent agent's commission (it being understood that nothing in this Code shall be construed as requiring Producer to pay a talent agent's commission), without any deductions whatsoever, whether pursuant to oral or written contracts.

The aforesaid sum shall be used solely:

1. For the purpose of providing pension benefits for eligible performers under this Code;
2. For the purpose of providing welfare benefits for eligible performers under this Code, and at the discretion of the Trustees, for their families; and
3. For the incidental expenses connected with the establishment and administration of the AFTRA Health and Retirement Funds.

The aforesaid sum may also be used to provide occupational disability benefits to performers who suffer disability arising out of or in the course of employment in rendering services within the jurisdiction of AFTRA. The Trustees of the AFTRA Health and Retirement Funds are directed to continue such benefits to performers, whether or not eligible for other benefits of the AFTRA Health and Retirement Funds, so long as the Trustees determine in their discretion that such benefits can be provided to such performers without impairing the financial capacity of the AFTRA Health and Retirement Funds to continue or expand the existing plan of benefits.

- B.** The AFTRA Health and Retirement Funds shall be Trust Funds and shall be administered under the AFTRA Pension and Welfare Funds Agreement and Declaration of Trust, dated November 16, 1954, which Agreement and Declaration of Trust, as Amended, is hereby ratified and confirmed, and is made a part of this Code with the same force and effect as though fully set forth herein.
- C.** The Producers and AFTRA hereby ratified and confirmed the action of the Trustees of the AFTRA Health and Retirement Funds in amending the existing Agreement and Declaration of Trust, dated November 16, 1954 to provide coverage for the benefit of AFTRA employees and employees of the AFTRA Health and Retirement Funds upon terms and conditions established by the Trustees.
- D.** Each Producer shall furnish the Trustees the information pertaining to the names, job classifications, social security numbers and wage information as may be reasonably required for the proper, low cost and efficient administration of the AFTRA Health and Retirement Funds. Producer agrees to furnish a Remittance Report and to pay to the appropriate AFTRA Health and Retirement Funds office the contribution specified in subparagraph **A.** not later than fifteen (15) days (or a later date if agreed to by AFTRA) after the date payments are due as set forth above.
- E.** These provisions of the AFTRA Health and Retirement Funds are in addition to (and not in substitution in whole or in part for) any existing pension and/or welfare funds covering any of the performers under this Agreement; and no performer shall lose, in whole or in part, any of his/her rights or privileges under such other pension and/or welfare funds by virtue of receiving or being entitled to receive benefits under the AFTRA Health and

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Retirement Funds, nor may any payment, rights, or privilege available to a performer under the AFTRA Health and Retirement Funds be credited to any payment, rights, or privilege under any other pension and/or welfare funds and vice versa. Based on the representation of advertising agencies which sign letters of adherence that none of the performers covered by this Agreement are within the coverage of any existing pension and/or welfare funds maintained by advertising agencies and/or advertisers, the provisions of this Section 6. are not intended to apply to such advertising agencies and/or advertisers.

- F.** No part of the Producer's contributions of the performer's benefits from the Health and Retirement Funds: 1) may be credited against the performer's overscale compensation or against any other benefits or emoluments whatsoever that they may be entitled to, no matter what form such other benefits or emoluments may take; or 2) are subject to any talent agency commission or other deduction.
- G.** With respect to any agreement for the services of a performer (f/s/o agreement), including services covered by the AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material, to be furnished by a "loan-out company" (*i.e.*, a corporation which is controlled by the performer and which furnishes performer's services to others under an f/s/o agreement), payments into the AFTRA Health and Retirement Funds (hereinafter "contributions") shall be governed by the following:
1. In its f/s/o agreement with the loan-out company, the Producer shall state separately the compensation applicable to services covered by the AFTRA National Code of Fair Practice for Non-Broadcast Recorded Material.
  2. If other than AFTRA covered services are involved and an amount is allocated to such other services, the Producer shall notify AFTRA of the amount allocated to the AFTRA covered services. If AFTRA disputes the amount allocated to the AFTRA covered services the parties will discuss what the appropriate allocation of such compensation shall be, giving substantial consideration in resolving the dispute to the performer's "customary salary". If, after such discussions, AFTRA does not agree on the appropriate allocation, then either party may submit the matter, as it relates to Health and Retirement contribution only, to arbitration in accordance with the provisions of this Code.
  3. Contributions shall be based on the amount the Producer pays the loan-out company for furnishing the performer's AFTRA covered services.
  4. The Producer shall have the obligation to make the contributions directly to the Funds whether the agreement is with the performer or with the performer's loan-out company.
  5. If, prior to the date on which Producer assumed the obligation to make the contributions directly to the Funds, a loan-out company has failed to make the applicable health and retirement contributions on behalf of the loaned-out performer pursuant to the provisions of any applicable AFTRA Industrial/ Educational Contract, Producer shall not be liable for such contributions if the loan-out company failed to pay such contributions more than four (4) years prior to the dates of commencement of the audit that gives rise to the claim (whether or not it is of the loan-out company's records or the borrowing producer's records). The date of commencement of the audit shall be deemed to be the date of actual audit entry, but in no event later than ninety (90) days after the date the Fund receives notice of intent to audit. In the event that the Funds conclude, based on an audit of a loan-out company's records, that there exists a claim for unpaid contributions, the Funds or the Union must give the borrowing Producer written notification of any such claim for unpaid contributions at the time that the loan-out company is notified of such claim.
  6. Claims against the Producer for Health and Retirement Contributions on behalf of performers borrowed from a loan-out company, or claims against the Producer on behalf of performers employed directly by the Producer, must be brought within four (4) years from the date of filing of the compensation remittance report covering such

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performers. Any claim for contributions not brought within the four (4) year period referred to in paragraph 5. above shall be barred.

H. Wherever the phrase "Agreement and Declaration of Trust" is used in this Agreement, the Trustees shall have the right in their discretion to construe said phrase to also mean the plural.

**7. SUPPLEMENTAL USE**

Producer may acquire the following additional exhibition rights upon payment of the amounts listed below. "Total Applicable Salary" and "Total Actual Salary" are defined as follows:

**Total Applicable Salary**

In the case of a Day Performer or a 3-Day Performer, the Total Applicable Salary shall be computed by multiplying the total number of days of the Performer's employment by the salary paid for each of such days, excluding overtime, but in the event that Performer was employed at a regular daily rate in excess of one hundred fifty percent (150%) of the applicable minimum daily rate, the amount above one hundred fifty percent (150%) is not to be included in the computation.

In the case of a Weekly Performer, the Total Applicable Salary shall be computed by multiplying the total number of weeks of the Performer's employment by the salary paid Performer for each of such weeks, excluding overtime, and adding thereto the total sum paid for additional days worked by Performer, if any, but in the event that performer was employed at a regular weekly rate in excess of one hundred fifty percent (150%) for any additional day, the amount above one hundred fifty percent (150%) is not be included in the computation.

**Total Actual Salary**

"Total Actual Salary" is defined as Total Applicable Salary without the one hundred fifty percent (150%) limitation.

	<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
<b>A. Basic Cable Television Use (Worldwide)</b>		
Three years' use	15% of Total Actual Salary	65% of Total Actual Salary

The above listed rates also include programs of ten (10) minutes or less which may be used as "fillers" on pay cable television. The three-year use period commences with the first such exhibition.

A single renewal of the use period can be obtained at the Producer's option provided the Performer receives written notice at least sixty (60) days prior to the end of the initial use period and is paid an additional fee of not less than the amount of the original fee for basic cable use. A second renewal period shall be subject to separate bargaining with the Performer at the time of such renewal and at terms not less than those listed above.

	<u>Within 90 Days</u>	<u>Beyond 90 Days</u>
<b>B. Non-Network Television (U.S. and Canada)</b>		
Unlimited Runs	75% of Total Applicable Salary	125% of Total Applicable Salary
<b>C. Theatrical Exhibition (Worldwide)</b>		
Unlimited Runs	100% of Total Applicable Salary	150% of Total Applicable Salary

**D. Foreign Television (Outside of U.S. and Canada)**

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Unlimited Television Rights outside USA and Canada	25% of Total Applicable Salary	75% of Total Applicable Salary
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**E. Internet**

5-year use period	33% of Total Applicable Salary	50% of Total Applicable Salary
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**F. Integration and/or Customization**

Integration is the inclusion of any photography and/or sound track from a program in one or more additional programs. A program is defined as industrial/education- al recorded material produced for one client on a single subject and released as a package. If a program, though on a single subject, consists of distinct units from the standpoints of their design and intended use, then each such unit shall be considered and paid for as a separate program. This foregoing definition specifically does not apply to sections of an interactive video disc program that may appear to be many programs due to the way viewers call up various sections.

Customization is the modification of a program's content, logo, or corporate ID for a different client by means of audio, video or graphics. Only Performers whose services are in the resulting new program(s) so integrated and/or so customized shall be paid. There shall be no limit to the number of programs that may be created under this Section.

Integration and/or Customization fees shall be based upon the Performer's Total Applicable Salary. Performers who revise such programs at the original session or are recalled to revise such programs shall be paid per program fees at not less than the on-camera or off-camera rates, as appropriate.

Performers whose performances are utilized in subsequent programs by means of customization or integration will be entitled to only one payment for the unlimited use of the program or parts thereof in which they were originally employed.

Payment to the Performer of the Integration/Customization fee shall entitle Producer to sell and/or rent the program to industry without additional payment (see **F.** below).

**Within 90 Days    Beyond 90 Days**

Integration and/or Customization	100% of Total Applicable Salary	100% of Total Applicable Salary
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**G. Sale and/or Rental To Industry**

Payment of the Sale/Rental to Industry fee specified in this section shall not be required if Performer has received the Integration/Customization fee for such program (see **E.** above).

Sale and/or Rental to Industry	15% of Total Applicable Salary	25% of Total Applicable Salary
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*Examples:*

- i. A program on personal hygiene distributed to hospital employees;
- ii. A program on updated tax laws distributed to accountants;
- iii. A program on a tooth whitening (bleaching) procedure distributed to dentists.

**H. Group Rights**

The rights described in Subsections **A., B., C., D., E., F.** and **G.** above may be acquired as a group within ninety (90) days of completion of principal photography by payment of two hundred percent (200%) of Total Applicable Salary.

**I. Category II Use As Supplemental**

Category II Use Rights for Category I Programs	50% of Total Applicable Salary	100% of Total Applicable Salary
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**J. Network Television**

Network television rights are available only by negotiation with and approval of AFTRA.

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Unless these rights are specifically denied by the Performer to the Producer at the time of initial hiring, the Performer shall be bound to the terms and conditions agreed to by AFTRA. Such denial of rights shall be indicated on the Performer's contract.

For the term of this Agreement "network television" shall be limited to ABC, CBS, NBC and Fox.

**K. Pay Cable Television**

Pay Cable Television rights are available only by negotiation with and approval of AFTRA. Unless these rights are specifically denied by the Performer to the Producer at the time of initial hiring, the Performer shall be bound to the terms and conditions agreed to by AFTRA. Such denial of rights shall be indicated on the Performer's contract.

**L. Sale or Rental to General Public**

Performer shall receive actual session payment plus no less than two hundred percent (200%) of scale for the number of days worked as compensation for the sale and or rental of a program to the general public (over-the-counter rights).

**M. Dancers**

Group Dancers Total Supplemental Use payment is subject to a ceiling of fifty percent (50%) of total applicable salary. Solo/Duo Dancers receive Supplemental Use payment without ceiling.

**N. Programs For Government Service**

Producer may acquire Non-Network Television Theatrical and Foreign Television rights for programs produced for government service by payment of forty percent (40%) of Performer's Total Applicable Salary within ninety (90) days of the completion of principal photography.

**O.** When any Performer's regular daily rate is three and one-half (3½) times the applicable daily minimum or more, the Performer may agree that such compensation includes the rights described above in this Section, provided that such agreement is stated in the Performer's contract.

**8. RESTRICTIONS ON USE OF PROGRAMS**

**A. Initial Primary Use**

Each program shall be designated by Producer as intended for primary initial use in either Category I or Category II as defined in Sections **5.A.** and **5.B.**

**B. Expanded Use Beyond Original Category**

1. Producer may obtain Category II use rights for a program produced for Category I use (see Section **7.I.**).
2. Producer has the right to Category I use of Category II programs without additional payment to Performers.

**9. BACKGROUND ACTOR DEFINITIONS**

**A. General Background Actor**

1. The General Background Actor rate shall be applicable for the performance of ordinary business including normal action, gestures and facial expressions portraying the functions of the background actor assignment. Ordinary business does not include work requiring additional compensation as hereinafter provided.
2. A General Background Actor required to do photographic doubling shall be paid the Special Ability Background Actor rate.

**B. Special Ability Background Actor**

1. The Special Ability rate shall be paid to Background Actors who possess special ability and who are specifically called or assigned to perform work requiring such special ability. Special ability shall include but is not necessarily limited to the following areas of special skill:

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Riding horses, driving horses, handling livestock, nonprofessional singing (excluding atmospheric singing in groups of more than 16), mouthing to playback in groups of sixteen or less, professional or collegiate type athletic sports (water polo, polo, football, basketball, baseball, tennis, golf), sports officiating, riding or handling camels or elephants, amputees, motorcycle driving, insert work and practical card dealing.

2. Nothing in this Agreement shall prevent any Special Ability Background Actor from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided.
3. Dancing and skating special ability Background Actors doing lifts, throws, catches and falls shall be graded upward in accordance with the work performed.
4. A Special Ability Background Actor assigned to do photographic doubling shall receive, in addition to the basic rate, the difference between the General Background Actor rate and the Special Ability rate.

**C. Silent Bit**

Where a Background Actor is directed to and does satisfactorily rehearse or perform pantomime of such significance that it portrays a point essential to the staging of the scene involved, such performance shall constitute a "Silent Bit."

**D. Rest Periods.**

All Background Actors shall have at least five (5) minutes rest during each hour of actual rehearsal or shooting but if the scene being rehearsed or shot is of a continuing nature such rest period may be cumulated to be not less than ten (10) minutes during each two (2) hours of such continuing rehearsal or shooting.

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**PRE-PRODUCTION / CASTING**

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**10. CASTING AND AUDITIONS**

**A. Audition Information - Disclosure of Intended Program Use**

The Employer shall inform all Performers at the time of audition whether the program is being produced for a sole client or is intended for multiple client usage or multiple sales (Generic Use).

**B.** Any audition must be scheduled by Producer for a specific time and the Performer or Performer's representative notified thereof. A call to the Performer's representative shall be deemed sufficient.

**C.** If, at either a first or second audition, the Performer is required to remain for more than one (1) hour from the time of call or arrival, whichever is later, the Performer shall be compensated for all time on said call in excess of one (1) hour, at straight time, in half (½) hour units, at the rate of one-sixteenth (1/16) of the Day Performer rate per unit.

**D.** For the third and each subsequent audition, the Performer shall be paid a minimum of one-eighth (1/8) of the Day Performer rate. For all time in excess of one (1) hour, the Performer shall be paid at straight time in half (½) hour units, at the rate of one-sixteenth (1/16) of Day Performer rate per unit.

**E.** Health and Retirement contributions shall be paid on all compensation payable to the Performer hereunder for the third and all subsequent auditions calls.

**F.** If for an audition the Performer is required to memorize lines which the Performer has been given to learn outside the studio, the Performer shall be compensated at one hour of straight time or actual time required for such audition, in half (½) hour units, whichever is greater.

**G.** If there has been no agreed salary before the auditions and if the Performer and Producer cannot agree, the salary rate at which the Performer shall be compensated for such excess time shall be one-sixteenth (1/16) of the minimum Day Performer rate per half (½) hour unit.

**H.** Mass auditions shall be prohibited. In addition, auditions shall be conducted in private.

**I.** If an audition is videotaped, it is agreed that such videotape audition shall be used only to determine the suitability of the Performer for a specific project.

**J.** When a Performer is given an audition call, the Performer shall be given complete information as to the nature of the role or roles to be cast and the nature of the performance desired and shall also be advised of unusual working conditions, work involving animals, stunts, hazardous work or conditions, improvisations or required nudity.

**K.** Performers shall be provided with scripts or storyboards at time of audition sign-in. An ample supply of scripts or storyboards shall be available at auditions. In the event there are problems with respect to the confidentiality of the material, cue cards shall be used.

**L.** Adequate seating shall be provided at all auditions.

**11. DESCRIPTION OF ROLE; PROMPTING DEVICES; SCRIPTS; AD LIB WORK**

A full and forthright description of the role to be played must be given at the time of audition or interview or, if there is no audition or interview, at the time of booking (See Section 22.). Such description should include length of Performer's role, use of unusual terminology (chemical, medical, technical, *etc.*), whether memorization is required, and whether cue cards or other prompting devices will be used.

When On-Camera Performer is required to deliver unusual terminology, Producer will make

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every effort to have a prompting device or cue cards. If the script is not made available to the Performer at least forty-eight (48) hours prior to the shooting date, Producer must have cue cards or a prompting device.

If the Performer's services will include development of a script through so-called "ad lib" work or substantial embellishment of an existing script through such work, Producer must so inform Performer or Performer's representative at the time of audition or interview.

## **12. UNION SECURITY**

Until and unless the union security provisions of the Labor Management Relations Act, 1947, as amended, are repealed or amended so as to permit a stricter union security clause, it is agreed that during the term of this Agreement, Producer will employ and maintain in employment only such persons covered by this Agreement who are members of AFTRA in good standing or those who shall make application for membership on the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this Agreement, whichever is later, and thereafter maintain such membership in good standing as a condition of employment. As used herein, the requirement of AFTRA membership means the requirement to tender uniform AFTRA initiation fees and dues.

In the event that said Act is repealed or amended so as to permit a stricter union security clause, the above provision shall be amended accordingly. The provisions of this paragraph are subject to said Act.

It is understood that it would be impossible to accurately fix the actual damages suffered by AFTRA by reason of a breach by a Producer of the provisions of this Section. It is therefore agreed that the Producer will pay to AFTRA, as liquidated damages, the sum of \$500 for each breach by the Producer of this Section. The hiring by the Producer of a Performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach.

Any breach of the provisions of this Section shall be subject to arbitration between AFTRA and the Producer.

The Producer agrees to report to AFTRA in writing within fifteen (15) business days of the first employment of a nonmember of AFTRA (or within twenty-five [25] days of the first employment of a nonmember of AFTRA on an overnight

location), giving the nonmember's name, social security number, and first date of employment. An inquiry by any Producer to AFTRA as to the first date on which a Performer has been employed in the Industry shall be answered by AFTRA, and its answer shall bind AFTRA, and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who failed to report shall be liable to AFTRA for such failure to report. The inquiry provided for in the preceding sentence may be made before, on, or one business day after the date of employment.

As used herein, the term "member in good standing" means a person who pays Union initiation fees and dues in accordance with the requirements of the National Labor Relations Act.

## **13. PROFESSIONAL RECOGNITION; PREFERENCE OF EMPLOYMENT; PRINCIPAL PERFORMERS**

- A. In recognition of the services performed by professional performers, Producer agrees that in the hiring of:
1. Day Performers, 3-Day Performers, Stunt Performers, Singers, Puppeteers, Background Actors, Dancers and Airplane and Helicopter Pilots employed by the day for work to be performed within the 300-mile, 75-mile, or 50-mile zone, as the case may be, referred to in subsection C. of this Section, and
  2. Weekly Performers (other than those whose guaranteed compensation for the

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engagement at a salary rate which is equal to at least double the minimum scale salary rate for the applicable type of employment) employed for work to be performed within the 300-mile, 75-mile, or 50-mile zone, as the case may be, referred to in subsection C. of this Section,

preference will be given to qualified professional performers in each such zone who are reasonably and readily available in such zone.

A "qualified professional performer" for the purpose of this Section is a person who has had prior employment as a Performer at least once during the period of three years prior to the date of the proposed employment.

**B.** The obligation of the Producer to give preference to qualified professional performers as defined in this Section shall require the employment of a qualified professional performer as so defined in every hiring of such a performer employed by the day and in every hiring of weekly and three-day performers (other than those excluded pursuant to subparagraph 2. of subsection A. of this Section) unless no qualified professional performer of the type required is reasonably and readily available to the Producer through the use of the present hiring practices generally and customarily followed by the industrial/educational industry in the employment of such performers. If a qualified professional performer is reasonably and readily available to the Producer for employment in the locality where the Producer's studio is based, such performer shall be deemed available regardless of the place within the 300-mile, 75-mile, or 50-mile zone, as the case may be, at which the services are to be performed.

**C.** For purposes of this Section, the preference zones shall be as follows:

Albuquerque	75 miles
Atlanta	75 miles
Baltimore	75 miles
Boston	75 miles
Chicago	300 miles
Cincinnati	75 miles
Cleveland	75 miles
Columbus / Dayton	75 miles
Dallas / Ft. Worth	75 miles
Denver	75 miles
Detroit	300 miles
Hawaii	75 miles
Houston	75 miles
Indianapolis	75 miles
Kansas City / Omaha	75 miles
Kissimmee, Florida	75 miles
Las Vegas	75 miles
Los Angeles	300 miles
Louisville	75 miles
Minneapolis/St. Paul	75 miles
Miami	75 miles
Nashville	75 miles
New Orleans	75 miles
New York	300 miles
Philadelphia	75 miles
Phoenix / Tucson	75 miles
Pittsburgh	75 miles
Portland	75 miles
Rochester	75 miles
San Francisco	300 miles
San Diego	75 miles
Seattle	75 miles

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St. Louis	75 miles
Washington D.C.	75 miles

Seventy-five (75) miles from any new AFTRA office. Fifty (50) miles from any production location site utilized by Producer in the United States.

For purposes of this Section, the above Los Angeles 300-mile zone is the area within the radius of three hundred (300) miles from the intersection of Beverly Boulevard and La Cienega Boulevard in Los Angeles, California; the above New York 300-mile zone is the area within a radius of three hundred (300) miles from Columbus Circle in New York; the above 75-mile zones are the areas within the radius of seventy-five (75) miles from the center of the designated city or the location of the AFTRA Local Office, whichever the case may be; and the 50-mile zone is the area within the radius of fifty (50) miles from such applicable production location site.

- D.** There shall be automatically excluded from the provisions of this Section the following:
- 1.** Members of a group which is recognized in the trade or by a significant segment of the public as a "name" specialty group;
  - 2.** A person portraying himself or herself or persons portraying themselves; the exception will apply in effect to important, famous, well-known, or unique persons or persons of special skills or abilities, who portray themselves;
  - 3.** Military or other governmental personnel, where governmental restrictions prevent use of nonmilitary or nongovernmental personnel, as the case may be, in restricted areas or in the handling of governmental property or equipment; however, the use of military or other governmental pilots or aircraft shall not be the subject of an automatic waiver, but the facts shall be presented to AFTRA and waivers will be granted in accordance with the previously established custom in the non-broadcast/industrial/educational industry;
  - 4.** Persons having special skills or abilities, or special unusual physical appearance, where such skills, abilities, or appearance are required by and are used in the production of the program, if professional Performers having such required skills or abilities or physical appearance are not reasonably or readily available to the Producer through the use of hiring practices generally and customarily followed by the motion picture industry in the employment of such Performers;
  - 5.** The first employment within the studio zone of a person with respect to whom the Producer presents in writing to AFTRA facts showing that the employee **1)** has had sufficient training and/or experience so as to qualify for a career as a professional Performer, and **2)** that such employee intends currently to pursue the career of a motion picture performer and intends to be currently available for employment in the motion picture industry;
  - 6.** Children under the age of eighteen (18);
  - 7.** The owner of special or unique vehicles or equipment, or an operator appointed by the owner, if such vehicle or equipment is not available to the Producer without employing the owner or such operator.

If a Performer is employed under one or more of the exceptions provided for in subparagraphs **1.**, **2.**, **3.**, **4.** and **5.** of this subsection **D.**, the obligation of the Producer to give preference to qualified professional performers in the cases provided in subsections **A.** and **B.** of this Section shall nevertheless be applicable to any subsequent employment of such Performer by Producer.

Producer agrees to report promptly to AFTRA each hiring under the provisions of this subsection **D.** together with the reasons why the person so employed comes within the provisions of this subsection.

A joint Producer-Union Committee shall be appointed to resolve claims arising under this Section between Producers and AFTRA. If such Committee cannot agree, the claim shall be subject to arbitration pursuant to Section **81.** hereof.

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- E.** It is expressly understood and agreed that nothing in this Section shall alter or modify Producer's exclusive right to cast any and all Performers performing services for Producer.
- F.** It is understood that it would be impossible to fix accurately the actual damages suffered by AFTRA by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that the Producer will pay to AFTRA as liquidated damages the sum of \$300.00 for each breach by the Producer of any of the provisions of this Section in the case of performers employed by the day; \$400.00 for each breach by the Producer of any of the provisions of this Section in the case of employment of three-day performers; and \$600.00 for each breach by the Producer of any of the provisions of this Section in the case of employment of freelance weekly performers. The applicable liquidated damages shall be doubled in any case of willful misrepresentation or falsification of the facts by the Producer. The hiring by a Producer of a person other than a qualified professional performer as herein defined in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. The liquidated damages provided for in this Section shall not be compounded with the liquidated damages provided for in Section 12. hereof.
- G.** All disputes under this Section shall be determined by arbitration in accordance with Section 81. hereof.

**14. PREFERENCE OF EMPLOYMENT - BACKGROUND ACTORS**

In recognition of the services rendered to Producer by Professional Background Actors who have held themselves available for employment in the industry, it is agreed that the Producer shall give preference of employment in filling calls for background actor work to Professional Background Actors.

Only in the event Professional Background Actors are unqualified, are insufficient in number or are not readily available according to the present general hiring practices to meet the employment needs of the Producer, the Producer may secure employees from any other source. Producer agrees that it or its hiring agency will notify AFTRA prior to so securing employees from other sources. If AFTRA claims that there are Professional Background Actors, qualified, sufficient in number and readily available to meet the employment needs of the Producer in accordance with the present general hiring practice of the designated agencies, the Producer may nevertheless hire persons from other sources, but AFTRA may submit the dispute to arbitration in accordance with the arbitration procedure provided herein.

Nothing herein contained shall be construed to limit in any manner the Producer's present exclusive right to cast Background Actors and reduce the number of professional Background Actors.

It is agreed that Producer shall give preference in giving call backs and making adjustments to Professional Background Actors, except as to those Background Actors who have been "established" in the scene concerned.

It is understood that it would be impossible to accurately fix the actual damages suffered by AFTRA by reason of a breach by the Producer of the provisions of this paragraph. It is therefore agreed that, in the absence of any other mutual agreement regarding liquidated damages for such breach, the claim shall be referred to the Industry-UNION STANDING COMMITTEE and its decision of such dispute shall be final and binding.

This Section is subject to the limitations of Section 1. and the modifications of Section 18. of this Agreement.

**15. HIRING OF BACKGROUND ACTORS**

- A.** No Background Actor shall be employed on account of personal favoritism.
- B.** Rotation of work shall be established to such reasonable degree as may be possible and

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practicable.

- C. No person having authority from the Producer to hire, employ, or direct the services of Background Actors shall demand or accept any fee, gift, significant services (more than normal courtesy) from a Background Actor currently rendering services, or accept other remuneration in consideration of hiring or employing any person to perform work or services as a Background Actor or permitting such person to continue in said employment.
- D. Only the Producer or its hiring agency shall perform any services in connection with the hiring or employment of Background Actors, whether for remuneration or otherwise.
- E. Persons employed as members of the casting or producing staff of the Producer will neither be engaged nor utilized as Background Actors in any programs on which they also render services.
- F. Any complaints of alleged breach of any of the provisions of this paragraph shall be resolved in accordance with the grievance arbitration procedure.

**16. UNDIRECTED SCENES, BACKGROUNDS OR PERSONS**

**A. Crowds At Public Events**

Upon specific request of the Producer, AFTRA will grant an automatic and unconditional waiver whereby the Producer may photograph long shots of the normal activities of crowds at public events numbering one thousand (1,000) or more persons. Such event must be publicized or advertised and not staged for the camera. The event must be open to the general public. The crowd so photographed shall appear only as atmospheric background except in the case of nonmilitary parades with floats. Such scenes wherein Performers, Background Actors, or photographic doubles appear may be used in photoplay only where Producer stages one or more tie-in shots using Professional Background Actors in connection with such scenes. In photography at such public events the activities constituting the event may appear incidentally to the establishment of the locale and crowds in attendance; provided that, if one or more tie-in shots using Professional Background Actors are staged by Producer in connection therewith, such event as well as the crowd in attendance may be photographed and used in long establishing shots. The foregoing limitations shall not apply to nonmilitary parades with floats.

- 1. Members of the public shall not be directed by Producer nor notified by Producer in any way that they will appear in a program. Neither reflector nor studio type lights shall be used by Producer in photographing crowds at public events, except that performers and Professional Background Actors may be highlighted. Sound recording shall not be made in connection with the photography of such public events, except for a wild or cue track.
- 2. Any person, other than a performer who receives direction from Producer, or is required by Producer to wear make-up, costumes or wardrobe, shall be a Professional Background Actor. Where performers or photographic doubles are used, all persons immediately surrounding such performers or photographic doubles must be Professional Background Actors.

**B. Undirected Scenes and Undirected Persons**

Upon specific request of Producer or its hiring agency, AFTRA will grant an automatic unconditional waiver whereby Producer may photograph the normal activities of undirected persons as follows:

- 1. Such persons may be photographed by a moving or hidden camera subject only to **3.** below;
- 2. Such persons may be photographed by a fixed, exposed camera in the following situations, subject to the limitations of **3.** below:
  - a. Long shots;

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- b. Running shots;
  - c. Certain shots of people engaged in their normal pursuits and activities which would be of production value, but which shots would be of such type or scope or in such locale as to be impractical to stage at the place of photography;
  - d. With respect to directed scenes, such waiver shall not include persons in the foreground and immediate background to the directed scene;
  - e. Any other shots made under mutually agreeable conditions between Producer and AFTRA.
3. The above provisions shall be subject to the following:
- a. Street scenes shall not be staged for the purpose of television;
  - b. Members of the public shall not receive direction from, or be cued by, Producer other than to pursue their own normal activities, nor shall they be notified that a program is being made;
  - c. Performers and Professional Background Actors employed by Producer shall not perform any business with members of the public.

**C. Industrial Operations**

Upon specific request of Producer or its hiring agency, AFTRA will grant an automatic and unconditional waiver whereby Producer may photograph actual factory production showing workers engaged in practical operation of technical and complicated machinery.

**17. WAIVERS**

The Union agrees to promptly consider a waiver of fees for very minor roles requested by the Producer, in those instances in which unusually large casts of Performers are utilized.

**18. WAIVER AS TO CERTAIN NONPROFESSIONAL PERSONS**

**A.** AFTRA waives the application of this Agreement to officers of companies for which the Producer is making industrial programs, workers in factories, farmers, trade specialists, and persons in like capacities. This also applies to permanent employees of the companies, who are regularly employed, and are not by profession entertainers, and who do not engage in entertainment or motion picture work regularly. Subject to the same qualifications, this would apply to members of fraternal organizations such as, for example, the Elks. The Producer agrees to supply AFTRA with full information about the working of this paragraph from time to time to see it is not being abused.

**B. Technical or Complicated Equipment or Machinery**

Upon request, AFTRA agrees to grant an automatic and unconditional waiver for the photography of persons actually operating technical or complicated equipment or machinery, or persons operating any leased equipment or machinery where the lessor required such rental equipment or machinery to be operated by his/her designated qualified operator.

The equipment and machinery referred to herein shall include, but not be limited to, publicly owned fire equipment and water trucks, public transportation buses, large bulldozers, and cranes or valuable antique and racing cars, etc.

**C. Armed Forces Personnel**

It is contemplated that during the term of this Agreement certain photographing of personnel of the Armed Forces within the applicable Background Actor zones would be of production value, but which photographing would be of such type or such scope or in such locale as to be impractical to stage.

AFTRA agrees to cooperate with Producer in good faith to liberally grant unconditional waivers to Producer for the photographing of such activities.

**19. NONWAIVER OF RIGHTS**

The acceptance of payment or other consideration in money, by check, or in any other form,

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by a member of AFTRA, for any work or services under this Agreement shall not be deemed a waiver by such AFTRA member nor constitute a release or discharge by him/her or such AFTRA member's rights either under this Agreement or under any agreement, for additional compensation or of his/her contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases shall be null and void to the extent provided for above unless AFTRA's prior written approval is first obtained.

**20. PRODUCTION STAFF**

- A. Persons employed as members of Producer's casting or production staff will neither be engaged nor utilized as Performers in any programs on which they also render any services on Producer's casting or production staff without the express consent of AFTRA.
- B. The only exceptions shall be the following:
  - 1. Animal handlers (appearing in a scene in which they handle animals);
  - 2. Performer/Directors, Performer/Writers, or Performer/Producers engaged in written contract as such prior to the commencement of principal photography of the program;
  - 3. In an "emergency" on location. "Emergency" is defined as a situation on location in which a member of the cast cannot perform because of unavailability for any reason.
- C. Violations of the foregoing shall require payment of liquidated damages as follows:
  - Day Performer/Background Actor .....\$300.00
  - Three-Day Performer .....\$400.00
  - Weekly Performer .....\$600.00

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

- A. 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 in accordance with applicable state and federal law, nor shall any inquiry be made with respect to a Performer's marital status, sexual orientation, national origin, creed, age or disability.
- B. Producer shall cast Principal Performers in accordance with the above policy in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American Scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, Performers with disabilities and seniors in all aspects of society. The parties agree that the Producer shall retain its exclusive creative prerogatives.

In furtherance of the foregoing, the Producer shall make good faith efforts to seek out and provide audition opportunities for women, minorities, Performers with disabilities and seniors.
- C. Consistent with the foregoing, every effort shall be made to seek out and include minorities, seniors, women and Performers with disabilities in the casting of each production thereby creating fair, equal and non-stereotyped employment opportunities.

When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications and, at the same time, to notify the Union of such specifications so that Performers with a similar disability shall be informed and given the opportunity to audition for the role starting with the first audition.

Producer agrees to equal employment opportunities (including auditions) for women and men for voice-over roles having due regard for the requirements of and suitability for such roles.
- D. When applicable, and with due regard to the safety of cast, crew and other persons, women and minorities shall be considered for stunt doubling roles and for scripted and unscripted stunts on a functional, nondiscriminatory basis.

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Producer shall make every effort to cast Performers with physical disabilities for scripted and unscripted stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of adaptive devices, *e.g.*, crutches, prostheses, etc.

Where the Stunt Performer doubles for a role which is identifiable as female and/or Black, Latin-Hispanic, Asian-Pacific or Native American, 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.

The Stunt Coordinator shall make every effort to identify and recruit qualified minority and female Stunt Performers and Stunt Performers with disabilities prior to the commencement of production.

- E. 1.** In accordance with the Americans with Disabilities Act, all facilities under the control of or used on behalf of Producer in connection with the casting or production of industrial and educational programs including but not limited to dressing rooms, lodging, studios, locations (where feasible), sets and transportation, and access thereto, shall provide reasonable accommodation for Performers with disabilities. Such facilities and access thereto, as well as transportation provided by Producer shall be suitable for the needs and requirements of any Performer whether by reason of age or disability.
- 2.** For any role in which a deaf Performer is sought or cast, Producer shall provide, during the audition and throughout the engagement, certified or qualified interpreter(s) for the deaf (*i.e.*, interpreter(s) qualified or certified in sign language or oral interpretation).
- 3.** With regard to Performers who are blind or visually impaired, Producer and such Performers shall make mutually acceptable provisions to make the script and/or sides available to the Performer in advance of auditions.
- F.** Any facility used for interviewing, casting, fittings or shooting/recording must comply with all appropriate local fire and safety codes.
- G.** In accordance with the foregoing policy, AFTRA reaffirms its policy of nondiscrimination with respect to admission to membership and rights of membership.
- H.** The parties agree to establish a procedure for reporting the engagement of minorities, women, seniors and Performers with disabilities under mutually agreed conditions.
- I.** It is agreed that quarterly meetings shall be held by Industry-Union Standing Committee to review and discuss any and all relevant data and problems arising out of the fair employment policy and its implementation by each Producer.
- The Standing Committee shall also serve as a Committee on Fair Employment Practices to consider any complaints hereunder.
- J.** Producer shall not use any information contained on INS Form I-9 to discriminate against any Performer on the basis of sex, race, age or national origin in violation of this contract or law.

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

The parties agree further that the Standing Committee shall meet to establish mutually acceptable IRCA verification procedures which will maintain such confidentiality.

Disputes relating to the provisions of this Section 21 shall first be referred to the Standing Committee and unless resolved by that Committee within ninety (90) days of the date of the meeting, the dispute shall be arbitrable.

The parties agree to meet within six (6) months from the date of the ratification of this Agreement to further discuss the establishment of a procedure for reportage to AFTRA in accordance with Section 21.H.

**22. ENGAGEMENT OF PERFORMERS**

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**A. Advance Information; Category; Use; Hazards, Smoke, Stunts And Animals**

1. Performer or Performer's Representative shall be told at the time of audition or interview, or at the time of hiring whether the employment is to be as a Principal Performer or as a Background Actor. The Performer shall also be informed of the Category (I or II) of the program and the scope of supplemental use, if any, to the extent known by Producer (See Section 7.).
2. Performer or Performer's Representative shall be notified in advance of any hazardous work, stunts or work with animals.

All Performers shall be notified prior to date of hiring if work in artificially or mechanically created smoke is involved. If a Performer is not notified, the Performer may refuse to perform in smoke and will be paid a session fee or the Performer's guarantee, whichever is greater.

Producer will comply with all federal and state laws and regulations applicable to the use of substances for the creation of smoke.

**B. Contract Forms**

A standard employment contract in the form of **Exhibit 1** to this Agreement shall be used for all engagements of Performers, and no changes, alterations or additions may be made in such form except such changes as are more favorable to the Performer and as to which change both Performer and Producer have given written approval on the contract. It shall be the responsibility of the Producer to fill in all blanks in such form before it is signed by the Performer. Any additional terms for an overscale Performer must be set forth in the place provided and must be initialed by the Producer. All employment of Performers in industrial programs shall be under one of the forms of hiring specified herein. In the event Producer hires a category of employee not specifically referred to herein, but who is clearly a Performer, as recognized by the Industry, such form of hiring shall be negotiated with AFTRA.

This shall not preclude the use of integrated contract member report forms which have been approved by the Union office.

**C. Delivery Of Contract**

Producer shall deliver a copy of the employment contract to the Performer not later than the first day such Performer shall render services. At the time of such delivery, Producer shall provide an extra copy to be retained by Performer. Liquidated damages for failure to deliver the contract within the period specified shall be paid to Performer in the amount of \$2.50 per day up to thirty (30) days (excluding Saturdays, Sundays, and Holidays which Producer observes) to a maximum of \$75.00.

**D. Filing Of Contract Copies**

The Producer shall promptly file copies of all employment contracts with the appropriate AFTRA office.

**E. W-4 Forms**

Producer shall deliver to Performer a W-4 form for completion and signature at the time of delivery of the employment contract. A W-4 form or an alternative IRS form with appropriate tax information for withholding purposes will be included in the standard union employment contract form, **Exhibit 1**.

**F. Nudity**

The Producer's representative will notify the Performer (or his/her representative) of any nudity or sex acts expected in the role (if known by the Producer at the time) prior to the interview or audition.

During any production involving nudity or sex scenes, the set shall be closed to all persons having no business in connection with the production. No still photography of nudity or sex acts will be authorized by the Producer to be made without the consent of the Performer.

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The appearance of a Performer in a nude or sex scene or doubling of a performer in such a scene shall be conditioned upon Performer's prior written consent. Such consent may be obtained by letter or other writing prior to a commitment or written contract being made or executed. If a Performer has agreed to appear in such scenes and then withdraws consent, Producer shall have the right to double, but consent may not be withdrawn as to film or tape already photographed.

**G. Other Services Not Included**

No service of the Performer is contracted for except as specified in this collective bargaining agreement. This paragraph is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement by an individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree upon, subject only to the requirement that it shall not be in conflict with this collective bargaining agreement. Producer shall not require a Performer to include such services as part of his/her employment under this Agreement but must bargain separately.

**23. INDIVIDUAL VOICE AND PHOTOGRAPHIC TESTS**

**A.** A Performer may be given an individual voice or photographic test without compensation, subject to the following limitations:

1. The Performer's services may not be required for more than one hour, including waiting time. If more than one (1) hour is required, the Performer shall be paid for all excess time in hourly units at not less than scale.
2. The Performer may not be required to learn lines outside the studio for the test.
3. The results of the Performer's services may be used only for the purpose of testing the individual voice or photography of the Performer, unless the Performer gives written consent. If so, the use of such material shall be subject to all of the provisions of this Agreement.

**B.** This Section permits the making of individual tests only, not mass (or group) tests, or audition films.

**C.** This Section does not apply to fittings, wardrobe or makeup tests. Such fittings and tests are subject to Sections **41.** and **42.** hereof.

**24. ENGAGEMENT AND CANCELLATION**

**A.** The Performer (Day, 3-Day, Weekly) shall be considered definitely engaged in any of the following events:

1. When a written notice of acceptance is received by Performer.
2. When a contract signed by Producer is received by Performer, or when a contract unsigned by Producer is received by Performer, executed and returned as delivered.
3. When a script is given to Performer to prepare for the role.
4. When Performer is fitted, other than for wardrobe tests.
5. When Performer is actually called and agrees to report.

**B. Oral Agreements (Day Performers Only)**

A Day Performer shall be considered definitely engaged when the Day Performer is actually called by the Producer and agrees to report on the commencement date for which the call is given; however, until noon of the day preceding such commencement date, either the Producer or the Performer may cancel such employment. If the Producer is unable to reach the Performer personally, either by telephone or otherwise, notice of such cancellation may be given to the Performer by telegraph, in which event the time when such telegram is given by the Producer to the telegraph company, addressed to the Performer at his address last known to the Producer, shall be the time of such cancellation.

**C.** Neither auditions nor interviews shall constitute an engagement.

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- D.** When a Performer is engaged and not used for any reason other than the Performer's default, illness or other incapacity, such Performer shall be entitled to a day's pay or such Performer's guarantee, whichever is greater. If the Performer who is selected is unavailable when called to render actual services, such Performer shall not be entitled to such payment.

A Performer who is replaced in a program for reasons other than such Performer's default, illness or other incapacity, after commencement of such Performer's services pursuant to engagement and before the completion of engagement, shall receive such Performer's guarantee, or a day's pay in addition to payment for services rendered to that time, whichever is greater.

**E. Notification - Overnight Locations**

Performer shall be notified by the Producer at the time of engagement whether the engagement requires overnight location work and, if so, the approximate time and duration of such location work to the extent such information is then known.

**F. Background Actors - Cancellation of Calls**

- 1.** The Producer shall have the right to cancel any call for any of the following reasons beyond its control:

- a.** Illness in principal cast;
- b.** Fire, flood or other similar catastrophe;
- c.** Governmental regulations or order issued due to a national emergency.

In the event of any such cancellation, the Background Actor so canceled shall receive a one-half ( $\frac{1}{2}$ ) check, except as provided in subparagraphs **4.** and **5.** below.

- 2.** The Producer shall be entitled to hold and use such Background Actors for four (4) hours only to the extent herein provided. For each additional two (2) hours or fraction thereof, the Background Actor shall receive a one-quarter ( $\frac{1}{4}$ ) check. Background Actors held pursuant to this paragraph for more than eight (8) hours, excluding the meal break, shall be entitled to regular overtime rates.
- 3.** During the time which the Background Actor is so held, Producer has the privilege of putting Background Actors into costume, rehearsing or making other use of their services. If, however, any recording or photography is done, whether still pictures or otherwise, Background Actors shall be paid the agreed daily wage.
- 4.** If any Background Actor be notified of such cancellation before 6:00 p.m. of the work day previous to the work date specified in such call, or be otherwise employed on the same work date by the same production company, at a rate equal to or higher than the rate applicable to such Background Actor as specified in such canceled call, the Background Actor shall not be entitled to such one-half ( $\frac{1}{2}$ ) check.
- 5.** If the Background Actor's second work assignment shall be for a time to commence less than four (4) hours after the time of his/her canceled call, the Background Actor shall receive in lieu of the one-half ( $\frac{1}{2}$ ) check an allowance for the cancellation of the call on a straight time hourly basis, computed in thirty (30) minute units from the time of the first call to the time of his/her second call. Overtime, if any, on the second work assignment shall be computed without reference to the first call. If the second work assignment shall be for a time to commence more than four (4) hours after the time of his/her canceled call, the Background Actor shall receive the one-half ( $\frac{1}{2}$ ) check. Overtime, if any, shall be computed without reference to his/her first call.
- 6.** If a Background Actor has not been notified as contemplated by subparagraph (4) above, then notice must be posted at the hour designated for the call stating set will not work.
- 7.** Nothing herein contained shall enlarge Producer's right to cancel calls.

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**WORKING CONDITIONS**

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**25. REQUIRED RECORDS AND REPORTS**

**A. Producers**

1. Producer shall maintain adequate records showing each program produced and delivered by it hereunder, the name of the client for whom it was made, the names of Performers employed therein, the amount of wages paid, the date of the Performer's services, the date of delivery and the number of programs for which payment is required.
2. Producer shall furnish to AFTRA and to the AFTRA Health and Retirement Funds office a Remittance Report/Production Report, in the form attached hereto and marked **Exhibit 2** within twelve (12) working days after the completion of the Performer's services in the program. Not later than thirty (30) days after the completion of the Performer's service, the Producer shall give to AFTRA a copy of the Remittance Report/Production Report containing the following additional information:
  - a. The production number or any other appropriate identification of the program or programs delivered;
  - b. The number of programs delivered and the date of delivery.

**B. Producers, Purchasers, Assignees and Transferees**

Each Producer and each purchaser, assignee and transferee of a program produced under this Agreement shall maintain adequate records showing each program delivered to it, the date of delivery, the name of the advertiser, the names of the Performers appearing therein and payments made. In case of grievances or disputes arising under this Agreement, such Producer and such purchaser, assignee or transferee will make available to AFTRA on reasonable notice all such records.

**C. Loan-Outs**

Producer shall give AFTRA advance written notice whenever a Performer is borrowed from a domestic nonsignatory company.

**D. Verification And Auditing**

Producer shall be required to furnish to AFTRA on reasonable notice records to verify the accuracy of payments to Performers.

**E. Notice of Production**

If AFTRA has reason to believe that a Producer is evading the terms and conditions applicable to production, then, on written request from AFTRA, Producer shall supply reasonably in advance of production, information available regarding location(s), date and time of production, for whom such production is taking place (*i.e.*, agency and/or client), the number of Performers expected to be used, and other pertinent data.

**F. Production Time Reports**

1. It shall be required custom and practice to proffer a Production Time Report ("the report") to all Performers at the end of each day, which report may include other Performer(s) in the program(s) working that day, and which reflects time in and out, meal periods, hairdress, travel, *etc.*, for such Performer(s). Such report shall not be offered in blank but shall, in all cases, be filled in by Producer in ink. The Performer(s) shall initial or sign such report in ink. The Performer(s) may object to the accuracy of the information contained in the report. The signing or initialing of the report by the Performer(s) shall not preclude the Performer(s) from filing a timely claim.
2. If a Member Report is used in lieu of contracts for Singers, a Production Time Report

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shall not be required in such case. A copy of the report for the previous week shall be sent to AFTRA no later than twelve (12) business days after the date of production.

3. In the event of repeated breach after written notice from AFTRA, liquidated damages in the amount of \$150.00 shall be payable to AFTRA for each breach thereafter. A breach is the failure to file a production time report.
4. In the event of a negotiated stunt adjustment, the amount of such adjustment shall be indicated on the Stunt Performer's Production Time Report and initialed by both the Stunt Performer and the person authorized to negotiate such adjustment. The stunt adjustment may be inserted on the contract and initialed by both parties when the contract includes the Production Time Report.

**26. ADMISSION TO PREMISES**

Any authorized representative of AFTRA shall be admitted to the premises of the Producer, or where the employment takes place, at any reasonable time to check the performance by the Producer of this contract subject to product security or clearance restrictions, and such checking shall be done so as not to interfere with the conduct of Producer and AFTRA.

**27. MEMBER REPORTS**

Producer agrees to initial an AFTRA Member Report at the time of performance. Such report shall contain such information regarding the Performer's employment as AFTRA shall determine appropriate. It is understood that the duty and responsibility of filling out and filing the Member Report is that of the Performer, or of the Contractor in the case of Group Singers, the Producer being required only to initial the executed form.

Producer shall furnish AFTRA written reports, under the same cover as checks for performers' services, specifying: the type of recorded material produced; the name of the sponsor in case of custom-built materials; time of recording; name, if any, of the recorded material; length and number of stories or productions; advertising agencies, if any; name of performers; complete time in rehearsal and recording; and gross fees; and shall notify AFTRA of the names of all employers who used the Producer's studio facilities for the purpose of making non-broadcast recorded material productions at least twenty-four (24) hours in advance of each recording session.

Standard report forms shall be promulgated by AFTRA by agreement with representatives of the non-broadcast recorded material industry. The same shall apply to other reports required by this Agreement.

**28. CONSECUTIVE EMPLOYMENT**

- A. Employment of an on-camera Performer shall be for consecutive days from the beginning of the Performer's employment until completion of Performer's principal photography subject to recall for retakes, added scenes, soundtrack, process shots, trick shots or transparencies. If the Performer is recalled for any such purposes, the Performer shall be paid for the day(s) spent in performing such services. Consecutive employment shall not apply between a half-day rehearsal and subsequent completion of the engagement provided firm advance booking dates are given. (See Section 55. for retakes and added scenes.) However, consecutive employment for Day Performers shall be subject to the following exceptions:

If at the time of original employment the Day Performer is given in writing firm advance booking dates, compensation need not be given for such intervening time period. Day Performers may be converted to a weekly employment basis, if appropriately notified by Producer, for the second employment period. In such case the subsequent start date may be "on or after," thus allowing the Producer twenty-four (24) hours leeway.

- B. Singers, Stunt Performers, Pilots and Background Actors employed on a daily basis shall not be entitled to consecutive employment unless portraying a role.

**C. Spillover**

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If Producer elects to terminate and recall Performer (as above) and the shooting schedule exceeds the Performer's guaranteed employment period, any added days shall be subject to the Performer's availability but when Performer is otherwise employed, Performer will cooperate to the fullest extent.

**29. CONVERSION TO WEEKLY BASIS**

At any time whatsoever, either before or after the Day Performer commences work, the Producer shall have the option of converting such engagement to a weekly engagement at the weekly salary specified at the time the engagement was entered into, if such a weekly salary was so specified. Such conversion may be made at any time but shall be effective only for a period commencing with the effective date of the notice of conversion. Notice of conversion by the Producer must be in writing and may be given to the Performer personally or by telegraphing or mailing the same to the address furnished the Producer by the Performer. If the notice is delivered personally to the Performer by noon or if a telegraphic notice is delivered to the telegraph office by noon, then the conversion shall be effective commencing with that day; if notice is delivered personally to the Performer or to the telegraph office after noon, or if sent by mail, then in each of the instances last mentioned the conversion shall be effective on the Performer's next work day.

**30. HOURS PER DAY**

The salary agreed upon shall be compensation in full to the Day Performer for eight (8) hours of work, but such compensation, if otherwise due, shall be paid to the Performer even though eight (8) hours of work is not required of the Performer by the Producer. If the Performer is working at midnight of any day, then the Performer's hours of work for such day shall be computed until the Performer has been dismissed subsequent to midnight.

**31. MEAL PERIODS**

**A.** Allowable meal periods shall not be counted as work time for any purpose. The Performer's first meal period shall commence within six (6) hours following the time of the Performer's first call for the day; succeeding meal periods of the same Performer shall commence within six (6) hours after the end of the preceding meal period. A meal period shall not be less than one-half (½) hour nor more than one (1) hour in length. If upon the expiration of such six (6) hour period the camera is in the actual course of photography, it shall not be a violation to complete such "take." If on location or while traveling to or from location the delay is not due to any fault or negligence of the Producer or its agents or persons employed by it to render catering service by contract, or if delay is caused by common carriers such as railroads, there shall be no penalty for violation of the above provisions. If the caterer is chosen carefully, and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no penalty for the violation; but if such delay shall continue beyond one-half (½) hour, work shall cease, and the time intervening between such cessation of work and the meal period shall be work time. If, on location and after commencement of work time, the company is given a reasonable breakfast without deducting the time spent in eating breakfast from work time, then the first meal period may be six (6) hours after such breakfast. Where Producer intends to provide such a breakfast on location, that fact shall be stated in the call and the meal shall be a reasonable breakfast served not later than 9 A.M.

If, by reason of a long makeup, wardrobe or hairdress period of a Performer, application of the rule would require calling a meal period for such Performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such Performer before the time for the Performer's set call, it being understood that no deduction shall be made from work time for such period; it is further understood, however, that such Performer shall be given a meal period within six hours from the time such food is made available to the Performer.

**B.** The following amounts shall be paid to Background Actors for meal period violations:

- 1.** For the first half-hour or fraction thereof — \$7.50 per Background Actor.

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2. For the second half-hour or fraction thereof — \$10.00 per Background Actor.
  3. For the third half-hour and each additional half-hour or fraction thereof — \$12.50 per Background Actor.
- C. The following amounts shall be paid to Principal Performers for meal period violations:
1. For the first half-hour or fraction thereof — \$25.00 per Performer.
  2. For the second half-hour or fraction thereof — \$35.00 per Performer.
  3. For the third half-hour and each additional half-hour or fraction thereof — \$50.00 per Performer.
- D. Meals must be provided on all locations. All Performers shall be entitled to a basic \$56.00 per diem meal allowance on overnight locations. The Producer shall have the right to deduct from the per diem meal allowance the following amounts for each meal furnished:

Breakfast: \$11.00                  Lunch: \$16.00                  Dinner: \$29.00

**E. Meals**

Whenever Producer supplies meals or other food or beverages to the cast or crew, or provides money in lieu thereof, the same shall be furnished to all Performers. Regarding beverages, this provision is applicable only in those situations where the Producer supplies beverages to the cast and crew and is not applicable where isolated groups may supply their own beverages (*e.g.*, prop truck with cooler for beverages). When meals are served to Performers, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by the Producer until the Performers are given the opportunity to get in line for the actual feeding of Performers. "Meals" means an adequate, well- balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to Performers by Producer shall not constitute a meal period. Meals supplied by the Producer shall not be deducted from the Performer's wages but may be deducted from per diem.

**32. OVERTIME**

**A. Principals**

1. The Performer's day, for overtime purposes, is computed from time of first call to dismissal, excluding meal periods. See Section **38.** for Stunt Performer overtime involving stunt adjustment.
2. **Day Performers.** Overtime for Day Performers is paid in hourly units at time and one-half for the ninth and tenth hours or work time, and at double time thereafter each day, except that Day Performers engaged at more than \$835.50 (\$869.00 effective 11/1/03) per day shall receive time and one-half instead of double time after the tenth hour.
3. **3-Day Performers and Weekly Performers.** Overtime for 3-Day Performers and Weekly Performers is paid in hourly units at time and one-half for the ninth and tenth hours of work time, and at double time thereafter.
4. **Overtime Ceilings.** Overtime for all above categories shall be subject to the following "ceilings":

	<u>5/1/02-10/31/03</u>	<u>11/1/03-4/30/05</u>
Day Performer		
Maximum base	\$835.50	\$869.00
Time and one half	165.50	172.00
3-Day Performer		
Maximum base	\$2,506.50	\$2,607.00
Time and one half	156.50	163.00
Double time	209.00	217.50
Weekly Performer*		
Maximum base	\$2,785.00	\$2,896.50
Time and one half	104.50	108.50



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the control of Producer with respect to or affecting the return of such Background Actors from location. Where the penalty is excused the Background Actor shall receive all applicable overtime. AFTRA will not claim any breach of contract resulting from the violation of the sixteen (16) hour rule unless the penalty above prescribed is incurred and is not paid.

**33. REST PERIOD**

**A. Daily Rest Period**

**1. Studio Call**

Any Performer on studio call is entitled to a twelve (12) consecutive hour rest period from the time of dismissal until first call for the next day, whether for makeup, wardrobe, hair- dress, or any other purpose.

**2. Location**

- a. Nearby Location. The rest period may be reduced from twelve (12) to ten (10) hours as often as once every fourth consecutive day, when exterior photography is required on the day before and the day following such reduced rest period.
- b. Overnight Location. No reduction in the twelve (12) hour rest period is permitted except when Performer arrives at place of lodging after 9 p.m. on the first day of an engagement, a ten (10) hour rest period shall apply.

**B. Weekly Rest Period**

The Performer shall be entitled to a rest period of fifty-eight (58) consecutive hours (thirty-six [36] consecutive hours if on an overnight location) once each week.

- C. The Performer may waive the rest period without AFTRA's consent, but if the Performer does so, such Performer shall be entitled to premium pay in the amount of \$835.50 (\$869.00 effective 11/1/03) or one day's pay, whichever is the lesser sum.
- D. All Background Actors shall have at least five (5) minutes rest during each hour of actual rehearsal and shooting; but, if the scene being rehearsed or shot is of a continuing nature, such rest period may be cumulated to be not less than ten (10) minutes during each two (2) hours of such continuing rehearsal or shooting period.

**34. PREMIUM RATES**

On-Camera Principal Performers and Background Actors shall receive double time for the sixth and seventh day of work in a workweek, rather than for Saturdays and Sundays. For work on the sixth and seventh day, a Performer whose rate is \$835.50 (\$869.00 effective 11/1/03) per day or less shall receive double the amount the Performer would receive for a weekday. A Performer whose rate is more than \$835.50 (\$869.00 effective 11/1/03) per day shall receive one and one-half (1½) times what the Performer would receive for a workday. Overtime shall be paid at the same rate as for the first eight (8) hours if premium pay is received. If the Performer does not work, the Performer shall not be paid.

A Weekly Performer guaranteed \$2,785.00 (\$2896.50 effective 11/1/03) or less per week shall receive four (4) hours additional overtime for an overnight location sixth day, whether worked or not, to be computed in accordance with Section 32.A.4. A Weekly Performer guaranteed more than \$2,785.00 (\$2896.50 effective 11/1/03) per week may have overnight location sixth days included in the workweek without adjustment of the basic weekly rate.

All Voice-over Performers shall be paid double time in hourly units for Saturday/ Sunday work.

All Background Actors shall receive one (1) day's pay at straight time for a day not worked on a distant location.

**35. WORK ON HOLIDAYS**

- A.** A Performer who works on any of the following holidays:

New Year's Day

July Fourth (Independence Day)

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Martin Luther King, Jr.'s Birthday	Labor Day
Washington's Birthday (Presidents' Day)	Thanksgiving Day
Memorial Day	Christmas Day

shall receive double what the Performer would receive for a week day. Whenever any of said holidays falls on a Sunday, such holiday for all purposes herein shall be deemed to fall on the Monday next succeeding. If the Performer works on the day before and the day after one of the above holidays, but not the holiday itself, such Performer shall be paid a prorated day's pay at straight time for the holiday, if working on an overnight location.

- B.** If a Performer is required to spend any of the above mentioned holidays on an overnight location and does not work, the Performer shall receive a day's pay at straight time.
- C.** Overtime on holidays shall be paid at the same rate as for the first eight (8) hours (double time, not a multiple of double time).

**36. REHEARSAL TIME**

- A.** The reading of lines, acting, singing or dancing, in preparation for the Performer's performance, in the presence and under the supervision of a representative of Producer, constitutes a rehearsal. Rehearsals shall be counted as work time.
- B.** Auditions, tests, makeup and wardrobe tests do not constitute rehearsals.
- C.** AFTRA agrees to grant waivers freely for the training of a Performer in a particular skill such as horseback riding, fencing, *etc.* Compensation, if any, shall be agreed to between the Performer and the Producer, subject to the approval of AFTRA.
- D.** Tests, auditions, fittings, publicity stills, preproduction stills, prerecordings, or training under subsection C. above, after the booking but before the starting date of such employment, shall not start the employment period of such Performer. Compensation, if any, for any of such services shall be paid as otherwise provided herein.

**37. WEATHER PERMITTING CALLS**

Weather permitting calls are allowable for Day Performers, subject to the following limitations and conditions:

- A.** Weather permitting calls shall not be issued for stages in studios.
- B.** Weather permitting calls can be issued only for the Performer's first work day on the program.
- C.** A Performer receiving two (2) times minimum scale per day or less shall be paid a half ( $\frac{1}{2}$ ) check upon the cancellation of any weather permitting call. This check shall entitle the Producer to hold the Performer for up to four (4) hours. The Performer shall receive a half ( $\frac{1}{2}$ ) check for each additional four (4) hours, or portion thereof, during which Performer is held by Producer. During the waiting period Producer has the privilege of putting Performers into costumes, rehearsing, or making other such use of their services. If, however, any recording or photographing is done, whether still pictures or otherwise, the Performer shall be paid the agreed daily wage.
- D.** Weather permitting calls may not be issued to a Performer after the commencement of photography, and the fact that a weather permitting call or calls have been issued before the commencement of photography shall not cause the consecutive employment provisions of these rules to come into effect.
- E.** At the time of acceptance by a Performer of a weather permitting call, the Performer shall advise Producer of any possible conflict for immediately subsequent days.
- F. Weather Permitting Calls For Background Actors**

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1. When the scheduled photography is canceled by Producer because of weather conditions, Background Actors reporting pursuant to a "weather permitting" call shall be paid one-half (½) day's pay, which shall entitle Producer to hold the Background Actor for not exceeding four (4) hours. The Background Actor shall receive another one-half (½) check if held for an additional four (4) hours or fraction thereof; after eight (8) hours (excluding one meal break), overtime commences in one-tenth (1/10) hour units.
2. During this time, Producer may costume, rehearse or otherwise use the Background Actor on the specified photoplay, except for recording or photographing, still or otherwise, of such Background Actor.
3. If the Background Actor is used for such recording or photographing, the Background Actor shall receive one (1) day's pay.
4. The Background Actor may cancel a weather permitting call previously accepted by notifying the agency which issued the call prior to 7:30 p.m. or the closing time of such agency, whichever is the earlier, unless the Background Actor has been established in the picture.
5. "Weather permitting" calls shall not be issued for stages in studios, nor shall a "weather permitting" call back be issued to any Background Actor after the Background Actor has been established.
6. When a weather permitting call is given, Producer must specify that the Background Actor is to work 1) if it is raining, 2) if it is cloudy, or 3) if the sun is shining; provided that if any other special type of weather is a condition precedent to the Background Actor working, the same may be specified, but must be described sufficiently so as to be capable of understanding by the Background Actor.
7. Producer agrees not to request Background Actors to call in the early morning hours of the following day for a possible weather permitting call.

### **38. STUNT ADJUSTMENT**

Unless otherwise bargained for at the time of the engagement, a Performer not called as a Stunt Performer shall receive an adjustment of not less than the Stunt Performer's daily minimum when the Performer performs a stunt on any day. In no event shall the Performer ever receive less than the Stunt Performer's daily minimum on the day the Performer does the stunt. Overtime compensation shall be based on the Performer's aggregate compensation for such day, except for travel time which shall be based upon the basic day's pay without the adjustment.

### **39. TREATMENT OF ANIMALS**

The Producers confirm and reiterate their commitment to the principle that animals should be humanely treated during the production of industrial/educational programs.

Any issue relating to this subject may be referred to the Industry-Union Standing Committee under Section **85**. this Agreement.

### **40. WORK TIME - DEFINITION AND EXCEPTIONS**

- A. For the purpose of ascertaining and computing hours of work, rest period, and overtime, the period from the time the Performer is required to and does report as directed, until the time such Performer is finally dismissed for the day shall constitute work time, continuously and without interruption, except as follows:
  1. Allowable meal periods, as provided by Section **31**.;
  2. Casting or audition calls, as provided by Section **10**.;
  3. Individual voice and photographic tests, as provided by Section **23**.;
  4. Fittings, as provided by Section **41**.;
  5. Story, song and production conferences, to the extent provided by Section **46**.;

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6. Study of lines or script, to the extent provided by Section 47.;
  7. Interviews for publicity purposes, as provided by Section 50.;
  8. Publicity stills, to the extent provided by Section 51.;
  9. Makeup, hairdress and/or wardrobe, to the extent provided by Section 41.;
  10. Travel time, to the extent provided by Section 56.
- B.** After the Performer has been employed, and after the starting date of such employment, none of the provisions of subsection A shall break the continuous employment of such Performer.
- C.** Any period during which the Performer fails or refuses or is unable because of disability to render services, and any period during which the Performer, at Performer's own request, is excused from rendering services, shall not be work time for any purpose.

**41. MAKEUP, HAIRDRESS, WARDROBE FITTING CALLS (OTHER THAN TESTS)**

At all wardrobe fittings time sheets will be provided to be signed by the Performer indicating time in and out.

**A. Day Performers**

**1. On a Day Prior to Employment.**

Day Performer shall receive one (1) hour minimum pay for each makeup, hairdress or wardrobe fitting call on a day prior to the commencement of employment. Additional time is paid for in fifteen (15) minute units. Day Performers receiving more than double scale per day shall not be entitled to receive any compensation for such calls.

**2. On Day of Employment.**

Such calls for Day Performers on a work day are work time and are part of Performer's continuous day unless four (4) or more hours intervene between the end of the fitting and the beginning of the work call. In such case, the Day Performer shall be paid in accordance with paragraph **A.1.** above.

**B. 3-Day Performers**

**1. On a Day Prior to Employment.**

Producer shall be entitled to two (2) hours free fitting time prior to the commencement of employment for each three days of employment of a 3-Day Performer. Additional time is paid as in paragraph **A.1.** above.

**2. On Day of Employment.**

Such calls for a 3-Day Performer on a work day are work calls and are part of the 3-Day Performer's continuous day unless four (4) or more hours intervene between the end of the fitting and the beginning of the work call. In such case, the 3-Day Performer shall be paid in accordance with paragraph **B.1.** above.

**C. Weekly Performers**

**1. On a Day Prior to Employment.**

Producer shall be entitled to four (4) hours free fitting time prior to the commencement of employment for each week's employment of a Weekly Performer. Additional time shall be paid as in paragraph **A.1.** above.

**2. On Day of Employment.**

Such calls for a Weekly Performer are work calls and are part of the Performer's continuous work day unless four (4) or more hours intervene between the end of the fitting and the beginning of the work call. In such case, the Weekly Performer shall be paid in accordance with paragraph **C.1.** above.

**D. Background Actors - Costume Fittings**

Background Actors fitted at a place designated by Producer shall be paid as follows:

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1. If on a day prior to the work call, a quarter ( $\frac{1}{4}$ ) check for two (2) hours' time; additional time shall be paid for at the hourly rate in units of thirty (30) minutes.
2. If the fitting call is on the same day as the work call, straight time computed in units of thirty (30) minutes; provided, however, if on the same day four (4) hours or more intervene between the work call and the fitting, payment shall be made as though the fitting occurred on a day prior. If less time than four (4) hours intervenes from the termination of the fitting to time of work call, all intervening time is work time.
3. Where Producer requires a Background Actor to bring wardrobe, personal accessories, pets, automobiles, *etc.*, to a costume fitting, the Background Actor shall be compensated at one-half ( $\frac{1}{2}$ ) the applicable daily allowance for such item(s).  
A Background Actor who has been fitted shall be paid not less than a full day's agreed wages if not given employment in the production for which the Background Actor was fitted. The rate of fittings shall be based on the classification in which the Background Actor is employed on the first day of employment on which the Background Actor is required to wear the costume for which the Background Actor is so fitted.

**42. WARDROBE TESTS AND MAKEUP TESTS**

- A. If a Performer is given a wardrobe or makeup test and not used in the program for which tested, the Performer shall receive one-half ( $\frac{1}{2}$ ) day's pay for each day on which such test is given.
- B. If a Performer is given a makeup or wardrobe test and is used in the program for which tested, the Performer shall be paid as follows:
  1. Tests on the same day the Performer works.  
Time spent in tests on the same day the Performer works shall be work time and part of the Performer's continuous day, as are fittings.
  2. Tests on a day prior to work.  
When a Performer is given a makeup or wardrobe test on a day prior to the day on which the Performer works, Performer shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Any Performer receiving more than two (2) times minimum scale per program per day shall not be entitled to any compensation for such tests.

**43. DAMAGED OR LOST WARDROBE**

Wardrobe supplied by the On-Camera Performer, which is damaged or lost in the course of employment, shall be repaired or replaced at the expense of Producer, provided notice of such damage or loss is given Producer within a reasonable time.

**44. WARDROBE ALLOWANCE**

- A. If, at Producer's request, Performer provides personal wardrobe, an allowance will be paid by Producer for each outfit:

Evening wear	\$29.00 per costume change for each two (2) days
All other wardrobe	\$19.00 per costume change for each two (2) days
- B. Definition of Wardrobe Change. A single wardrobe change shall consist of at least one additional clothing item worn above the waist (such as a blouse or shirt) and at least one additional clothing item worn below the waist (such as slacks or skirt) unless only one (1) such area is visible to the camera. If so, one (1) additional item in the visible area shall be considered a change. Items such as dresses, gowns, overcoats, *etc.*, shall be considered a change by themselves unless always worn as part of a single outfit. Further, each item of clothing shall be counted only once in determining the total number of changes even though the item may be used in more than one outfit. No additional fees shall be charged for mixing and matching wardrobe items. For example, if outfit #1 is a blue blazer and tan slacks and outfit #2 is a gray suit, use of the blazer and suit pants to create a third outfit shall not require an additional fee. Accessories such as scarves, ties, and jewelry

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shall not be counted as items of clothing for this purpose.

- C. When a Background Actor reports in the specified wardrobe and in addition brings one or more complete changes of wardrobe as requested by Producer, excluding the types of wardrobe described in subsection D., the Background Actor shall be entitled to an allowance of \$17.00 per day for the first such change and \$6.00 per day for each additional change, whether utilized or not, during the term of this Agreement, provided, however, that such allowance shall not be applicable to wardrobe furnished for and used on an overnight location.
- D. A General Background Actor who is required to and does furnish formal attire, a fur, a national dress costume, a white Palm Beach or tropical suit, a uniform or period wardrobe shall be paid an allowance of \$28.00 per day for the maintenance of each such type of wardrobe furnished at the request of Producer.
- E. **WARDROBE REMOVAL.** A Background Actor shall be dismissed as soon as wardrobe or property has been turned in. Whenever a Background Actor turns in wardrobe or property on time for which the Background Actor is not otherwise compensated, the Background Actor shall be paid for such time on the basis of time and one-half (1½) his/her regular hourly rate for that day after eight (8) hours worked and double time his/her regular hourly rate for that day after ten (10) hours worked, computed in units of one-tenth (1/10) hours. The words "wardrobe furnished" shall be stamped on the Background Actor's voucher whenever this is the case.
- F. Where a Background Actor utilizes public transportation, such Background Actor will not be required to report or be dismissed in dress, period or other extraordinary and unique wardrobe.
- G. When out of season wardrobe is required, Producer shall provide a private place for Background Actors to change clothes.

**45. BODY MAKEUP, SKULL CAP, HAIR GOODS, HAIRCUT**

- A. A Background Actor who is directed to and does have body makeup or oil applied to more than fifty percent (50%) of his/her body and/or is required to and does wear a rubber skull cap, and/or who is required to and does wear hair goods affixed with spirit gum (specified as wigs, beards, sideburns, mustaches or goatees) and/or who at the time of employment is required to and does wear his own natural, full-grown beard, as a condition of employment, shall be entitled to additional compensation of \$19.50 (\$20.50 effective 11/1/03) per day. Where a Background Actor is required to and does furnish his/her own hairpiece, the Background Actor shall be paid additional compensation of \$19.50 (\$20.50 effective 11/1/03) per day.
- B. It is also understood and agreed that any woman Background Actor required to have body makeup applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any Background Actor, whether a man or woman, required to have body makeup applied to his/her full arms and legs shall be entitled to such additional compensation therefor.
- C. Where a Background Actor's hair is required to be cut in connection with a call, Producer shall provide advance notice of such haircut at the time of booking. Such haircut may not take place earlier than two (2) working days before the work call. If advance notice is not given at the time of booking, the Background Actor may refuse the call without prejudice and shall not be entitled to compensation.

**46. STORY, SONG, AND PRODUCTION CONFERENCES**

Story, song, and production conferences on any day on which the Performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the continuous employment of Performers.

**47. STUDY OF LINES OR SCRIPT**

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Study of lines or script, except during the period between reporting and dismissal, shall not be counted as work time for any purpose.

**48. SCRIPT LINES / OMNIES**

The Producer agrees that all script line parts shall be played by Performers hired directly as such, and not by Background Actors adjusted on the set, except where a Performer has been hired to play the part and for any reason is unavailable or unable to portray the part properly. Except as above provided, no Background Actor hired as such may be employed for script lines on location; and no Background Actor hired as such may be employed for script lines for work at the studio on the same day as the day on which the individual was hired as a Background Actor.

Script lines are defined as lines which are preplanned or preconceived and which are not deliberately omitted from the script for the purpose of evading these provisions.

The basic Background Actor wage for the particular call includes, if required, the speaking of atmospheric words commonly known in the industry as "omnies."

**49. UPGRADE OF BACKGROUND ACTORS (NON-SCRIPT LINES ONLY)**

A Background Actor hired as such may speak non-script lines, in which case the Background Actor shall be signed off as a Background Actor and employed as a Day Performer and shall receive payment as a Day Performer from the beginning of such day. The Performer so adjusted may be signed off as a Day Performer and re-employed in the same photoplay to perform Background Actor work, but not in the same role for which the Performer was adjusted. If such a person is again adjusted to perform Day Performer services in a different role in the same photoplay, such Performer shall not be entitled to consecutive days of employment between the time when such Performer is first signed off as a Day Performer and the time when the Performer is again adjusted. If a Background Actor has been adjusted to perform Day Performer work, the Producer may retake the scene with a different Day Performer, without any penalty of failure to recall such Background Actor. A Background Actor adjusted for non-script lines shall not be entitled to Day Performer pay for any day or days before such Performer was adjusted. If the Background Actor is called back for the next day and Producer intends that the Background Actor shall revert to the rate at which the Background Actor was originally hired, the Background Actor must be notified of such intention at the time of the call back.

Non-script lines are defined as lines which are not preplanned or preconceived and which are not deliberately omitted from the script for the purpose of evading these provisions.

**50. PUBLICITY INTERVIEWS**

Time spent by the Performer in publicity interviews, whether on a day the Performer works or otherwise, shall not be counted as work time for any purpose, but the Performer shall be under no obligation to report for such interviews.

**51. PUBLICITY STILLS**

If the Producer desires the services of the Performer in making publicity stills, the Performer agrees to render such services. Performer must receive a day's pay at not less than the minimum daily rate for any day spent solely in taking publicity stills. Use of such stills is strictly limited to publicity of the program itself not for general client brochures, magazine advertisements, *etc.*, which are unrelated to the program.

**52. PREPRODUCTION STILLS**

Preproduction stills, including rehearsals therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a Performer; such Performer shall be paid for the day or days on which Performer renders services in connection with preproduction stills.

**53. TOURS AND PERSONAL APPEARANCES**

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Tours and personal appearances made in connection with employment hereunder shall be in accordance with the following:

- A. Nearby Locations. Performer shall be paid one-half (½) day's pay pro rata for up to four (4) hours' time. If over four (4) hours time is required, the performer shall be paid a prorated day's pay.
- B. Overnight Locations. Performer shall be paid a prorated day's pay.
- C. When the Performer is required to travel, all transportation shall be provided and reasonable expenses shall be paid.
- D. Producer shall cooperate to see that the Performers receive adequate meal periods and rest periods when on tours and personal appearances.

**54. PRERECORDINGS**

Prerecordings, including rehearsals therefor, after employment but before the starting date of such employment, shall not start the consecutive days of employment of a Performer; such Performer shall be paid for the day or days on which such Performer renders services in connection with prerecordings.

**55. RETAKES, ADDED SCENES, ETC.**

As an exception to the consecutive employment requirements of Section 28. of this Agreement, compensation for services in connection with retakes, added scenes, sound track (including looping), process shots, transparencies, trick shots, trailers, unfinished photography, changes in foreign versions, shall be paid only for the days on which the Performer is actually so employed subject to individual Performer's availability. If such services are commenced within three (3) months after the prior termination of employment, compensation therefor shall be at the daily rate originally agreed upon, except in case of conversion from Day Performer to the weekly basis, in which event the compensation shall be prorated on the weekly rate originally agreed upon.

As an exception to the above, a Weekly Performer may be recalled to loop (record sound track) after completion of principal photography at one-half (½) day's pay pro rata (one-tenth [1/10] of the Performer's weekly base rate) for a four (4) hour looping session. If the session exceeds four (4) hours, a full day's pay pro rata (one-fifth [1/5] of the Performer's weekly base rate) shall be payable.

**56. TRAVEL**

All time spent in travel shall be paid at straight time in hourly units, subject to the exceptions noted below. The time intervening between the end of work and the beginning of travel, or the end of travel and the beginning of work, shall be considered work time. Overtime caused by travel to and from location is computed at straight time in hourly units, except that on days when services are rendered, such time shall be calculated in quarter-hour units. There shall be no compounding of payment for travel and work.

**A. Nearby Location**

A nearby location is one to which the Performer travels and returns on the same day. The Performer may be asked to report to the Producer's studio or a location within a studio zone as defined herein. Work time shall begin at the time of reporting or the call time, whichever is later.

When asked to report other than at the Producer's studio or at a location within a studio zone, work time shall begin as though the Performer had reported there and end as though the Performer had returned there and the driver only shall be paid at the maximum rate per mile which the Internal Revenue Code and Regulations provide without being reportable as income.

Any Performer required to work at night in the New York metropolitan area and not dismissed by 9:30 P.M. will be provided transportation by Producer to Grand Central

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Station, Penn Station or the Port Authority Bus Terminal, unless such place of dismissal is in Manhattan within a zone bordered by 34th Street on the south, 59th Street on the north, and Third and Eighth Avenues on the east and west, respectively.

When Background Actors are required to work at night and are not dismissed in time to permit their return to their homes by public service transportation, transportation must be provided by the employer.

**B. Overnight Location**

An overnight location is one at which the Performer is given lodging for one or more nights. Transportation supplied by the Producer may be coach provided no other cast, crew or production personnel fly in any other class. Bus and railroad transportation is acceptable if no other means is available. If a Performer is required to drive his/her own car, the Performer shall receive the maximum rate per mile, which the Internal Revenue Code and Regulations provide without being reportable as income.

Should a Performer elect to use any form of transportation other than that provided by the Producer, the Performer shall be reimbursed an amount equal to what the Producer would have paid, and the hours spent in travel shall be counted as though the Performer had used the Producer's form of transportation.

Producer shall provide meals, meal periods and reasonable lodging on overnight locations.

When traveling on a legal holiday or on the sixth and seventh day of work, Performer shall receive time and one-half (not double-time), in hourly units.

On a day when services are rendered, travel to or from a sublocation or place of lodging shall be considered travel time. The time intervening between the end of work and the beginning of travel, or the end of travel and the beginning of work shall be considered work time.

**1. Travel to Overnight Location**

Day Performers	<i>Payment Due</i>
A day with no services rendered:	
Performer departs before noon	8 hours
After noon but before 6:00 p.m.	4 hours minimum or actual time in hourly units up to 8 hours maximum
After 6:00 p.m.	Actual time up to a maximum of 8 hours in hourly units
A day with services rendered	Overtime caused by travel payable at straight time in quarter-hour units

**2. Travel from Overnight Location**

Day Performers	
No services rendered	8 hours
Services rendered	Overtime caused by travel payable at straight time in quarter-hour units

**3. Travel to and from Overnight Location**

3-Day and Weekly Performers  
Whenever a 3-Day Performer or a Weekly Performer travels to or from an overnight location, such Performer shall receive a full day's pay each for the day of departure and for the day of return.

**C.** A Performer shall be dismissed at the place of reporting, not a subsequent location.

**D.** The provisions of this Section shall apply whenever the Performer is required to travel to any site more than twenty-five (25) miles from the center of the studio zone established for the city in which the Performer resides or to which the Performer is most proximate at the time of the engagement regardless of whether such site is within the studio zone of another city.

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**E.** Nothing in this Section shall be deemed to break the consecutive employment of a Performer.

**F. Studio Zones**

1. In Los Angeles, the studio zone is defined as any place within thirty (30) miles of the intersection of Beverly Boulevard and La Cienega Boulevard. Performers may be required to report anywhere within such Los Angeles studio zone provided that when the place of reporting is other than the Producer's studio, Performers shall be paid at the maximum rate per mile which the Internal Revenue Code and Regulations provide without being reportable as income, computed from the studio to the place of reporting and from the place of reporting back to the studio. In the event that the street parking in the area within a reasonable distance of such place of reporting within the Los Angeles studio zone is restricted by law or ordinance, or that free parking facilities are otherwise not available within a reasonable distance of such place of reporting, then the Producer shall make arrangements so that Performer so required to report may park within a reasonable distance thereof, at no expense to such Performer.
2. In New York City, the studio zone is defined as any place within a radius of twelve (12) miles from Columbus Circle. Courtesy transportation or reimbursement will be provided at the end of public transportation to call location.
3. In Chicago, the studio zone is defined as the area from the western shore of Lake Michigan within forty-five (45) miles of the intersection of State and Madison Streets.
4. In Detroit, the studio zone is defined as the area within thirty-five (35) miles of intersection of Woodward Avenue and Grand Boulevard. The pickup zone is the area within city boundaries.
5. In San Francisco, the studio zone is defined as the area within fifty (50) miles of the intersection of Powell and Market Streets.
6. In Phoenix, the studio zone is defined as the area within twenty-five (25) miles of the center of the city.
7. In Tucson, the studio zone is defined as the area within twenty-five (25) miles of the center of the city.
8. In all other AFTRA cities, equivalent studio zones to those above shall be designated by the Local and Producers located therein. AFTRA shall promptly notify Producer organizations of any locally agreed upon studio zones.
9. When Performers are required to report anywhere within thirty (30) miles of the center of the studio zone established for such Local, other than the Producer's studio, such Performers shall be paid at the maximum rate per mile which the Internal Revenue Code and Regulations provide without being reportable as income, computed from the studio to the place of reporting and from the place of reporting back to the studio. Only the driver shall be paid, not the passengers.

**57. FLIGHT INSURANCE**

- A.** When a Performer is requested by Producer to travel by plane, producer shall pay the Performer an additional fee of \$10.00 for flight insurance, if purchased by Performer.
- B.** When Producer requests a Performer to fly by a noncommercial or nonscheduled carrier, Producer shall obtain a short-term insurance policy for the Performer providing insurance equal to the amount available for \$10.00 on a commercial carrier. Notwithstanding anything herein to the contrary, the maximum insurance required under this Section shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

**58. EXPENSES**

When a Performer specifically is required by the Producer to spend money in connection

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with services under this Agreement, Producer shall provide an advance for such expenditures. Upon completion of all work and prior to any additional reimbursement, the Performer shall submit to Producer an itemized report of expenses incurred at Producer's direction in connection with travel to and from locations, such as cab fares or mileage to and from air terminals and parking. All pertinent receipts and bills shall be attached to the report as substantiation of such expenditures if they exceed the minimum per diem meal and travel allowance as provided for elsewhere in this Agreement. In the event that Performer cannot provide such substantiation, Producer shall provide reimbursement at the applicable minimum allowances.

Producer shall reimburse the Performer for such expenses within two (2) weeks from the date the Performer presents such substantiation.

**59. DRESSING ROOMS / TELEPHONE**

- A.** Producer shall provide clean and accessible dressing rooms and toilet facilities in studios and on locations. Such dressing rooms shall be provided with adequate locks or Producer shall provide facilities for checking normal personal belongings.
- B.** Chairs shall be available for all Performers in the dressing rooms, on the stage, and on location.
- C.** Dressing rooms shall be clean and in repair and Producer shall designate a person responsible to implement the foregoing. Adequate space and reasonable privacy shall be provided for ward-robe changes for each Performer. Heaters or fans shall be provided as needed in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical, legal limitations or location practicalities, the matter shall be discussed with AFTRA. Waivers shall not be unreasonably withheld under such circumstances.
- D.** Whenever a Performer is required by Producer to make a change of wardrobe on the set, Producer shall provide suitable facilities affording privacy for such purpose.
- E.** When Performers are not performing before the camera, they shall be provided with a reasonable temperature-controlled area. When campers, buses, automobiles, or other means of transportation, or rented facilities at the location are used as shelters, such shelters shall be available and easily accessible to Performers at all times.
- F.** Producer shall maintain a working telephone within a reasonable distance on all locations where practical. Performers shall have the opportunity to use a telephone when it is available for such use so long as production or work is neither interfered with nor delayed.

**60. SANITARY PROVISIONS**

- A.** Water Supply. Every set or location shall be supplied with pure drinking water. Common drinking cups are prohibited.
- B.** Seats and Cots. Every employer shall provide an adequate number of suitable seats on sets or location, for all Performers. On every set or location a cot of a type suitable for use as a stretcher, or a stretcher, shall be provided.
- C.** Locker Rooms. Adequate provisions shall be made for the proper and safe keeping of the clothing of Performers during working hours. An adequate number of clothes racks shall be provided on sets or on locations where Performers are employed. If a locker is not provided on sets or locations during time of employment of Performers, a responsible party shall be put in charge of any clothing or property belonging to Performers.
- D.** Toilet and Washing Facilities on Location. Adequate toilet facilities shall be provided for all Performers, and toilets shall be kept in a clean and sanitary condition. The seats of these toilets shall be screened in each one and in front. Toilet paper must be provided. Sanitary napkins will be obtainable. Toilet facilities must be arranged during the production of swimming sequences. Washing facilities must be provided and either paper

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or individual towels supplied. Common towels will not be permitted. Soap must be provided. Appropriate time and facilities for cleanup will be afforded all Performers before departing each location.

- E.** Climatic Protection. Reasonable protection shall be afforded Performers on all sets and locations against severe climatic conditions such as heat, cold, rain and snow. Reasonable protection shall also be afforded Performers who are required to wear out of season wardrobe.
- F.** Violation of any of the provisions of this paragraph shall entitle all Performers employed on the set or location involved to receive such amount of additional compensation as may be assessed by decision of the Industry-Union Standing Committee.

**61. REPORTING OF INJURIES / SAFETY**

- A.** The Producer agrees to notify AFTRA in the event a Performer is hospitalized as the result of an accident during the course of his/her employment.
- B.** A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances during which hazardous action or work under hazardous conditions is planned. Such person will have visible identification. Producer will provide readily accessible first aid equipment necessary to administer such medical assistance. In such circumstances, transportation to the nearest emergency medical facility providing emergency services shall be readily available. When such action or work is planned on location, the production company shall determine the nearest emergency medical facilities and capabilities thereof and communication therewith and assure that transportation to such facilities is readily available at all times during the performance of such work. The transportation vehicle referred to above shall be capable of accommodating a stretcher and first aid equipment. The parties agree to recommend that the Industry-wide Labor/Management Safety Committee develop appropriate guidelines as to first aid equipment and visible identification for the aforementioned person qualified to administer medical assistance on an emergency basis.
- C.** The Producer shall obtain copies of all safety guidelines issued by the Industry- Wide Labor/Management Safety Committee. Copies of such guidelines shall be available at the offices of AFTRA. AFTRA agrees to cooperate in disseminating such guidelines to Producers as they are formulated during the term of this Agreement

**62. EMPLOYMENT OF MINORS**

- A.** The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:
  - 1.** The performance environment is proper for the minor;
  - 2.** The conditions of employment are not detrimental to the health, education and morals of the minor. The term "morals," as used herein, shall conform to the definition set forth in the penal code of the state in which the Performer's employment is taking place.

It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of production, with due regard to the age of the minor. As used in this Section, the term "parent" shall be deemed to include "guardian."
- B.** The term "minor" as used herein means any Performer under the age of eighteen (18) years, except that it shall not include any such Performer if:
  - 1.** The Performer has satisfied the compulsory education laws of the state governing the Performer's employment; or
  - 2.** The Performer is married; or
  - 3.** The Performer is a member of the Armed Forces; or
  - 4.** The Performer is legally emancipated.

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**C. Meals**

Whenever Producer supplies meals or other food or beverages to the cast or crew, or provides money in lieu thereof, the same shall be furnished to all minors. Regarding beverages, this provision is applicable only in those situations where the Producer supplies beverages to the cast and crew and is not applicable where isolated groups may supply their own beverages (*e.g.*, prop truck with cooler for beverages). When meals are served to minors, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by the Producer until the minors are given the opportunity to get in line for the actual feeding of minors. "Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to minors by Producer shall not constitute a meal period. Meals supplied by the Producer shall not be deducted from the minors' wages but may be deducted from *per diem*.

**D. Interviews, Tests and Fittings**

Calls for interviews, tests and fittings for minors shall not take place at any time during which the minor would otherwise be attending school, and shall be completed prior to 7:00 P.M. Two (2) adults shall be present at all times during any such session and the minor shall not be removed from reasonable immediate proximity of the parent.

Casting directors, or other representatives of the Producer, shall consciously and consistently make every reasonable effort to safeguard the minor's health, well-being and dignity during these sessions and shall not engage in any behavior which will embarrass, discredit, disconcert or otherwise compromise the dignity and mental attitude of the minor.

Any facility used for interviews, tests or fittings must comply with local fire and safety codes. Maximum legal capacity for each facility must be prominently posted.

**E. Engagement**

1. Producer shall advise the parent of the minor of the terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.) to the extent they are known, at the time of hiring.
2. Prior to the first date of engagement, the parent shall obtain, complete and submit to the Producer or producer's representative the appropriate documents required by state and local law related to the employment of the minor.
3. Upon employment of any minor in any areas outside of California, Producer shall notify the AFTRA Local office by telephone where such employment will take place. The AFTRA Local office will acknowledge to the Producer in writing receipt of the information.

**F. Supervision**

1. The parent must be present at all times while a minor is working, and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent will not interfere with the production. Parent will not bring other minors not engaged by Producer to the studio or location.
2. The parent will accompany the minor to wardrobe, makeup, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult Performer or by minors of opposite sex.
3. No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes he or she is to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be required to perform in such situation regardless of the validity of the minor's belief.
4. When a producer engages a minor, the producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent of the name of such individual.

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5. A guardian, as that term is used in this Section, must be at least eighteen (18) years of age and have the written permission of the minor's parent(s) to act as guardian.
6. When a minor is required to travel to and from a location, the Producer shall provide the minor's parent with the same transportation, lodging, meals and per diem allowance provided to the minor.
7. Whenever federal, state or local laws so require, a qualified child care person (*e.g.*, LPN, RN or Social Worker) shall be present on the set during the work day.

**G. Unusual Physical, Athletic or Acrobatic Ability**

1. A minor may be asked to perform unusual physical, athletic or acrobatic activity or stunts, provided the minor and the parent represent that the minor is fully capable of performing such activity and the parent grants prior written consent thereto.
2. If the nature of the activity so requires, a person qualified by training and/or experience with respect to the activity involved will be present at the time of production.
3. Producer will supply any equipment needed and/or requested for safety reasons.
4. The Producer shall obtain copies of all safety guidelines issued by the Industry-wide Labor/Management Safety Committee.

**H. Working Hours**

1. Minors' maximum hours of work shall be as outlined below. (Does not include meal time.)

<i>Age of Minor</i>	<i>Maximum Hours of Work</i>	<i>End of Day</i>
0 - 5 years	6.00	7:00 p.m.
6 - 11 years	8.00	8:00 p.m. on school days 10:00 p.m. on non-school days
12 - 17 years	9.00	10:00 p.m. on school days 12:30 a.m. on non-school days

**2. Work Hours and Rest Time**

- a. The work day for minors shall begin no earlier than 7:00 a.m. for studio productions (6:00 a.m. for location productions) and shall end no later than the time specified above.
- b. Maximum work time for a minor shall not exceed that provided by the laws of the state governing his or her employment, but in no event shall exceed the maximum hours of work stated above. Work time shall not include meal time but shall include mandatory hourly five (5) minute breaks.
3. Producer shall make every effort to adjust minor's call time so that minor need not spend unnecessary hours waiting on set.
4. If a minor is at a location, the minor must leave the location as soon as reasonably possible following the end of the minor's working day.

**I. Play Area**

Producer will provide a safe and secure place for minors to rest and play.

**J. Child Labor Laws**

1. Producer agrees to determine and comply with all applicable child labor laws governing the employment of the minor, and, if one is readily available, shall keep a summary of said laws in the production office.
2. Any provision of this Section which is inconsistent with or less restrictive than any other child labor law or regulation in applicable state or other jurisdiction shall be deemed modified to comply with such laws or regulations.

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**K. Inconsistent Terms**

The provisions of this Section shall prevail over any inconsistent and less restrictive terms contained in any other Section of this Agreement which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such Sections.

**63. EMPLOYMENT OF STUNT PERFORMERS / DRIVING GUIDELINES / HAZARDOUS WORK (INCLUDING WET, SNOW AND SMOKE WORK)**

- A.** Where scripted or unscripted stunts or other hazardous activity are required of the Performer by Producer, an individual qualified by training and/or experience in the planning, setting up and performance of the type of stunt involved shall be engaged and present on the set. No Performer shall be requested to perform a stunt without the opportunity for prior consultation by the Performer with such individual.

The foregoing provisions of this Section shall not apply to a Stunt Performer who both plans and performs a stunt which does not involve other Performers, provided such Stunt Performer is qualified to plan and perform the stunt in question.

- B.** No Performer shall be requested to work with an animal which a reasonable person would regard as dangerous in the circumstances unless an animal handler or trainer qualified by training and/or experience is present.

- C.** No Performer shall be rigged with any type of explosive charges of any nature whatsoever without the use of a qualified special effects person.

- D.** The Performer's consent shall be a requisite precondition to performing stunts or other hazardous activity. The Performer's consent shall be limited to the stunt or hazardous activity described to the Performer at the time consent was given.

Production companies shall send copies of insurance reports or assistant director's reports concerning accident, which take place during production to the appropriate offices of AFTRA and to Producer.

- E.** The Performer shall have a reasonable time to become familiar with any mechanical device and/or equipment used in conjunction with the stunt.

- F.** All reasonable requests and requirements for safety equipment in connection with the performance of stunts shall be complied with by producer or Producer's representatives on the set or location.

- G.** Equipment provided by Producer, for example autos, cycles, wagons, *etc.*, shall be in suitable repair for the safe and proper performance of the stunt.

- H.** In the event stunt work is required by Producer beyond that which was agreed to by the Stunt Performer, the Stunt Performer shall have the right to negotiate additional compensation for the additional work required.

**I. Stunt Driving Guidelines**

When any of the following conditions occur, a vehicle driver shall qualify as Stunt Performer:

1. When any or all wheels leave the driving surface;
2. When tire traction is broken, *i.e.*, skids, slides, *etc.*;
3. Impaired Vision - when the driver's vision is substantially impaired by:
  - a. Dust or smoke;
  - b. Spray (when driving through water, mud, *etc.*);
  - c. Blinding lights;
  - d. Restrictive covering of the windshield;
  - e. Any other condition restricting the driver's normal vision;
4. If the speed of the vehicle is greater than normally safe for the condition of the driving surface, or when other conditions such as obstacles or difficulty of terrain

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exist or off-road driving other than normal low-speed driving for which the vehicle was designed occurs;

5. When any aircraft, fixed-wing or helicopter, is flown in close proximity to the vehicle creating hazardous driving conditions;
  6. When an on-camera Performer is doubled because the level of driving skill requires a professional driver, the driver double shall qualify as a stunt Performer. This would also apply to doubling of passengers for the safety of the on-camera Principal Performer;
  7. Whenever high speed or close proximity of any vehicle(s) creates conditions dangerous to the driver, passengers, film crew, other people, or the vehicle;
  8. When working in close proximity to pyrotechnics or explosives;
  9. When driving in other than the driver's seat or blind driving in any form.
- J.** Performer shall be given a fifteen (15) minute break away from the area of smoke or dust during each hour in which he/she is required to work in smoke or dust.
- K.** It shall be the responsibility of the Producer to provide Performers protection from sunburn, frostbite and extremes of temperature.
- L.** The Producer shall obtain copies of all safety guidelines issued by the Industry- wide Labor/Management Safety Committee.

**M. Work of an Unusual or Hazardous Nature**

The Producer shall notify the Performer at the time of the call of the nature of the work when Performers are required to do night work, "wet" work, work in air- borne dust or debris created by Producer, work in smoke created by Producer, or work of a rough or dangerous nature. When a Performer is not so notified, the Performer shall have the right to refuse such work and receive a half (½) check or compensation for actual time worked, whichever is greater. Failure to notify a Performer of the nature of such work shall not, however, limit Producer's right to require that Performer do other work, in lieu thereof, if such other work exists.

A Performer who is hired at scale, and who thereafter accepts hazardous work, shall be entitled to additional compensation, and the amount of additional compensation shall be agreed to between the Performer and the Producer, or Producer's representative, prior to the performance of such work. A Performer will not be discriminated against for refusing to accept hazardous work.

Producer will not deliberately hire anyone but Professional Background Actors, hired in accordance with this Agreement, to perform hazardous background work. No stunt performer hired as such may be employed for recognized background work on location except for bona fide emergencies not within the contemplation of Producer, and no stunt performer hired as such may be employed for recognized background work at the studio on the day the performer was employed as a stunt performer on the same production.

Upon written request from AFTRA, Producer will submit to the AFTRA representative a report indicating whether any stunt performers have been employed on a particular program. Upon the written request of AFTRA, Producer will also furnish a copy of the script involved and make the program available to AFTRA for viewing.

For violations of this Paragraph, the following liquidated damages shall apply:

1. \$215.00 for the first violation.
2. \$350.00 for the second and each succeeding violation.

These liquidated damages shall not apply if there is a bona fide dispute as to whether the work is "background work" or "stunt work."

The foregoing schedules shall be applicable on a per person per day basis.

When hazardous work or stunt work is contemplated, Producer shall have available medical and/or first aid assistance at the studio and on location. First aid kits shall always be available on studio sets and locations.

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**N. Wet, Snow and Smoke Work**

A Background Actor required to get wet or to work in snow or smoke shall receive additional compensation of \$15.00 (\$15.50 effective 11/1/03) per day. The Background Actor may refuse to get wet or to work in snow or smoke unless such additional adjustment is previously agreed upon. A Background Actor shall not be entitled to such adjustment if the Background Actor is wearing swimming or surfing gear required for the scene or is wearing appropriate snow apparel or working in smoke on a set where crowd work waivers are employed.

A Background Actor not notified at the time of booking that wet, snow or smoke work is involved may refuse to perform in wet, snow or smoke and will receive a half (½) day's pay, or payment for actual time worked, whichever is greater.

When Background Actors are required to get wet or to work in snow, Producer will provide a private place to change into dry clothing for meal periods and at dismissal. A bus is not acceptable as a place to change wardrobe unless equipped with appropriate changing areas.

**64. EMPLOYMENT OF DANCERS / SWIMMERS / SKATERS**

**A. Definition**

Dancers, Swimmers, Skaters, professionally trained, doing choreographed routines requiring rehearsals, such as ballet, chorus dancing, modern dance, tap dancing, jazz dancing, acrobatic dancing, exhibition level dancing, or skating, shall be employed as Choreographed Dancers.

**B. Working Conditions**

- 1. Standard Floors.** Floors for Choreographed Dancers must be resilient, flexible and level in accordance with industry standards. Industry standards generally provide for two inches (2") of air space beneath wood flooring or three inches (3") or four inches (4") of padding under battleship linoleum laid over a concrete or wood-on-concrete floor. Floor surfaces must be clean and free of splinters, wax, nails, *etc.* Floors should be swept and mopped at least daily with a germ-killing solution. If Producer requires dancing on surfaces which do not meet the foregoing general standards, such work shall be deemed to be "hazardous work" and shall be subject to all the provisions of this Agreement concerning hazardous work and Performers' safety. In all instances dancing on concrete shall be deemed hazardous.
- 2. Unusual Work Conditions.** If Producer requires dancing in inclement weather, in dust, smoke, and/or fog, or in out-of-season clothing or in costuming which by virtue of its fit or nature may subject the Dancer to physical injury or health hazard, it shall be deemed to be "hazardous work" and shall be subject to all the hazardous work provisions of the agreement.
- 3. Warm-up Space.** Adequate space must be provided to permit all Dancers to warm-up (perform limbering exercises) thirty (30) minutes prior to dancing.
- 4. Breaks.** Dancers will have at least ten (10) minutes rest during each hour of actual rehearsal or shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer's discretion, Dancers may continue until a total of ninety (90) minutes has elapsed, after which time a twenty (20) minute break must be called.
- 5. Temperature.** Stage or rehearsal area temperature for Choreographed Dancers must not fall below seventy-five (75) degrees. Air ventilation (circulation) shall be provided at all times but air conditioning is not acceptable unless strictly regulated to prevent drafts.
- 6. Meal Periods.** Dancers cannot be required to dance or skate within thirty (30) minutes following a meal. Swimmers cannot be required to go into the water within thirty (30) minutes following a meal. If Producer does not provide meal service and Dancer must leave the premises or location to eat, an additional fifteen (15) minutes must be allowed both before and after the meal break to permit the Dancer to change

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clothes. Such fifteen (15) minute period may be included in the thirty (30) minute waiting period following a meal.

- 7. Emergency Treatment.** Producer will use best efforts to have a doctor qualified to treat Dancers on call in case of an emergency and will notify the deputy elected by Dancers of the doctor's name and phone number.
- 8. Hazardous Activity.** The compensation payable to a Dancer for hazardous activity shall be \$69.50 (\$72.50 effective 11/1/03) per day, with a minimum of \$107.00 (\$111.50 effective 11/1/03) if only one day's services are rendered.
- 9. "Wire Flying."** "Wire Flying" shall in all instances be considered "hazardous."
- 10. Footwear.** Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced and rubbered.
- 11. Footwear Allowance.** Any Dancer who is directed to and reports with personal footwear shall be paid an allowance of \$10.70 a day for each pair of shoes utilized in the performance.

## **65. EMPLOYMENT OF SINGERS**

### **A. Sound Recordings**

There shall be separate bargaining at the time of employment between a Singer and Producer for the use of soundtrack on any type of sound recording including but not limited to CDs, cassette tapes, etc.; otherwise such rights may not be acquired. Singers' contracts for sound recordings shall contain a separate clause to be initialed at the time of employment providing for the use of soundtrack on records, CD or tape recordings to be not less than the AFTRA rate contained in the AFTRA Sound Recordings Code.

### **B. Five-Minute Breaks**

Singers shall be given a five (5) minute rest period in each hour of recording.

### **C. Availability for Recall after Employment**

The Producer may not agree with any Singer that the Singer will hold himself/herself available for any day after the termination of an original period of employment (which may be as short as one [1] day) unless the Producer agrees at the same time to employ the Singer for such day. It is agreed, however, that the Singer may be recalled by the Producer and will report, at any time prior to the completion of production of the program for which the Singer was originally employed on the same terms and conditions (except as to the original term of employment), provided that the Singer is not then otherwise employed.

### **D. Contractors**

Where Producer relies on a Singer to contribute services in addition to singing in connection with assembling a group of three or more Singers and such Singer performs the services of a contractor, such Singer shall be paid the applicable contractor rate for such services. The foregoing shall not be applicable to three (3) or more Singers who are an established group or act.

## **66. EMPLOYMENT OF OFF-CAMERA PERFORMERS**

The following provisions of the On-Camera Performers Working Conditions sections, modified as stated below, shall apply to the employment of Performers off-camera:

### **10. Casting and Auditions**

**23. Individual Voice and Photographic Tests** - Modified to provide that the Performer's services shall not be required for more than thirty (30) minutes including waiting time.

**24. Engagement and Cancellation** - Modified as follows: Performers called for off-camera sessions shall receive definite calls for designated sessions such as 10:00 a.m. to 12:00 noon, or 10:00 a.m. to 4:00 p.m. The call may not be extended unless agreed to by the Performer.

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**31. Meal Periods**

**33. Rest Period**

**34. Premium Rates**

**35. Work on Holidays**

**36. Rehearsal Time**

**40. Work Time - Definitions and Exceptions**

**46. Story, Song, and Production Conferences**

**47. Study of Lines or Script**

**50. Publicity Interviews**

**51. Publicity Stills**

**56. Travel** - Modified to provide that the Performer employed to render services off camera shall be paid for traveling on the same basis as though the Performer were employed to render services on camera.

**57. Flight Insurance**

**58. Expenses**

**59. Dressing Rooms / Telephone**

**62. Employment of Minors**

**63. Employment of Stunt Performers / Driving Guidelines / Hazardous Work  
(Including Wet, Snow and Smoke Work)**

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**GENERAL LEGAL  
PROVISIONS**

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**67. TERM OF AGREEMENT**

The term of this Agreement shall commence on May 1, 2002, and be effective through April 30, 2005. In the event either party has not served appropriate timely notice of termination for the expiration date above, the agreement shall be extended on a day-to-day basis until sixty (60) days after either party serves written notice of termination on the other.

**68. RECOGNITION AND SCOPE OF AGREEMENT**

AFTRA is recognized by Producer as the exclusive collective bargaining agent for Principal Performers and Background Actors in the production of industrial/educational programs (hereinafter referred to as "programs") within the United States of America. The term "Performer" means those persons covered by the terms of this Agreement as defined in Section 1. hereof.

The terms and conditions of this Agreement apply to programs produced by Producer in the United States, which includes its commonwealths and possessions, and to programs for which Producer engages Performers within such territorial areas wherever such programs are made.

**69. NO STRIKE; NO LOCKOUT**

**A.** Provided the Producer complies with this Agreement, AFTRA will not strike against the Producer, as to performers covered by this Agreement in the field covered by this Agreement. To the extent AFTRA has agreed not to strike, it will order its members to perform their contracts with the Producer. This and the following paragraphs shall apply only to Producers who sign this Agreement. Producer and AFTRA agree that there will be no stoppage of work pending arbitration and award, and parties agree that all awards rendered will be binding upon them.

**B. Rights and Duties of AFTRA Members and Producers**

- 1.** If, after the expiration or other termination of the effective term of this Agreement, AFTRA shall call a strike against any Producer, then each respective contract of members of AFTRA with such Producer shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such member of AFTRA shall incur no liability for breach of his or her respective contract by respecting such strike call, provided such member shall promptly, upon the termination of such strike, and on the demand of the Producer, perform as hereinafter in this paragraph provided, and the member shall be deemed to have agreed as follows:
  - a.** That as to any program which is in production at the time any such strike is commenced, if the member has a contract to do such program, or if the member is under contract which permits him or her to be assigned to act in such program and has been so assigned, he or she will, after the termination of such strike and upon the request of the Producer, report to the Producer and perform services in such program at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike;
  - b.** That the member will immediately, after the termination of such strike and upon the request of the Producer, execute a new contract on the same terms and conditions which were in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including option, equivalent to the unexpired term of the contract which was in effect when strike was commenced;
  - c.** That the member will, in lieu of **b.**, after the termination of such strike, at the

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option of the Producer, and upon its demand, execute an agreement in writing with the Producer extending the term or the period of such personal service contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

If the member shall fail to perform the foregoing, or if the member shall fail actually to finish services in the program mentioned in **a.**, as provided in **a.** (except by reason of the member's death, physical disability, or default by the Producer), then the waiver of liability by the Producer heretofore given shall be null and void.

The member further agrees that the statute of limitations as a defense to any action by the Producer against the member for failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the member asserts any claim or defense by reason of the expiration of time during which the member can be required to perform services by virtue of any statute (such as the seven-year statute) which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Producer is ineffective thereupon, and the statute of limitations as to the Producer's rights is waived by the member automatically.

2. The automatic suspension provision of this Section shall not affect the Producer's right to sue any individual Performer for breach of contract arising during the period of such strike, unless such Performer shall have complied with his or her obligations under the provisions of this Section.
3. The provisions of this Section shall be deemed included in all contracts between Performers and Producer which are now in effect and all such contracts which shall be entered into during the effective term of this collective bargaining agreement.
4. AFTRA agrees that it will take such affirmative action as may be necessary and lawful in order to require its members to perform their respective obligations under the provisions of this Section.
5. Notwithstanding the expiration or other termination of the effective term of this collective bargaining agreement, by termination or otherwise, the provisions of this Section shall be and remain in full force and effect for a period of seven (7) years following the termination of any such strike, unless this covenant be sooner terminated by the written consent of Producer and AFTRA.

**C. Right to Respect Picket Lines**

The Company or Producer will not discriminate against any individual AFTRA Performer for refusal to cross a lawful picket line which is established at the premises of the Company or Producer as the result of a lawful strike, authorized by responsible officers having the right to do so (at the appropriate local, national or international level) of any member union of the AFL-CIO which has a collective bargaining agreement or is negotiating a collective bargaining agreement with the Company or Producer.

**70. TITLE OF AGREEMENT**

This agreement shall be known as the **2002-2005 AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material.**

**71. AFTRA'S ARTICLES AND BYLAWS**

AFTRA agrees that if there is anything in its Articles of Incorporation or its Bylaws which will prevent it from performing its obligations hereunder, it will take proper steps to amend such Articles or Bylaws so as to correct any such defect, and AFTRA further agrees that during the term of this Agreement it will not adopt any code for Performers or any amendment to its Articles or Bylaws which will be in conflict with its obligations under this Agreement. AFTRA states that its Bylaws provide that each of its members is bound by the provisions of this Agreement.

**72. SEPARATE AGREEMENT AS TO EACH PRODUCER**

- A. This agreement is a separate agreement as to each Producer, and is not joint and several,

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and shall be construed as a separate agreement between AFTRA and each Producer signatory hereto.

- B.** This agreement may be executed in any number of counterpart originals, each counterpart to have the same effect as an original, or by letter accepting all terms and conditions hereof.
- C.** This Agreement shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like shall succeed to, or become entitled to, a substantial part of the production business of any signatory. Each Producer agrees that its signature to this Agreement shall likewise bind subsidiary and controlled companies engaged in the production of programs to terms of this Agreement.

**73. EXISTING CONTRACTS MODIFIED**

Each Producer agrees, for the benefit of AFTRA and all performers employed by any Producer, directly or indirectly, that existing contracts with all performers are hereby modified in accordance herewith, but no terms and conditions now had by any such performers which are more favorable to such performers than the terms and conditions herein specified, shall be deemed so modified. If there are any other contracts between or among the Producers to this Agreement or with AFTRA or any members of AFTRA, which require performers to work under terms and conditions less favorable to such performers than this Agreement, then notwithstanding any such contracts, it is agreed that this Agreement shall, nevertheless, apply for the benefit of all such Performers and of AFTRA.

**74. PURPOSES OF CODIFICATION; SAVING CLAUSE; TITLE**

- A.** The purpose of this Codified Agreement is to present in a more convenient and usable form the effective provisions contained in the 1990-1993 AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material as modified by the agreement in 1993 without in any manner changing the intent or meaning of said provisions.
- B.** In the event that AFTRA or any Producer shall discover that any effective provision contained in the foregoing Agreement has been unintentionally omitted from this codification, such party may request its inclusion herein; AFTRA and the Producer agree to discuss promptly the request and if they determine that the provision was unintentionally omitted then the parties agree to include such provision in this codification.

**75. RULES OF CONSTRUCTION**

- A.** The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning, and not strictly for or against AFTRA or the Producer. Unless otherwise specifically defined herein, the terms used shall be given their common meaning in the non-broadcast/industrial/educational recorded material industry.
- B.** The heading of sections or subsections and the index are not a part of this Agreement and shall not be construed as altering the meaning of the text of this Agreement.
- C.** If any portion of this Agreement shall be held illegal, such portion shall be ineffective; but, if such portion is a major provision of this Agreement, either party may thereupon terminate this Agreement on ninety (90) days written notice to the other party.

**76. SERVICE OF NOTICE**

Any notice which either party may desire to serve upon the other may be served personally upon a corporate officer of such party, or by registered mail, postage prepaid, addressed to such party at its principal place of business.

**77. FINANCIAL ASSURANCES**

AFTRA may, in its discretion, require financial assurances in the form of a bond, cash deposit, certified checks or in any other appropriate form, where it appears to AFTRA to be necessary for the protection of the Performers employed by Producer.

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**78. RIGHT TO TERMINATE; UNFAIR LIST**

Nothing in this Agreement shall preclude the right of AFTRA to terminate this Agreement and declare a Producer unfair when such Producer, knowingly and intentionally, breaches its obligations under this Agreement; such as, by way of example and not by way of limitation, where a Producer fails to pay compensation owing to Performers employed by it where there is no *bona fide* controversy as to the obligation owing.

**79. LIMITATION ON LIABILITY**

Nothing in this Section shall enlarge the liability of AFTRA, its officers, directors, agents, and members, this Section being an additional limitation thereon. AFTRA will not be held liable for unauthorized acts of its officers, agents, directors or members; neither AFTRA nor its offices, directors, agents or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slowdown, or work stoppage unless the same be authorized by AFTRA in accordance with its Bylaws, but the foregoing exemption of this sentence shall not apply unless AFTRA, upon request from the Producer affected thereby, shall proclaim promptly and publicly that such strike, slowdown or work stoppage is unauthorized, and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Producer affected, with disciplinary proceedings in accordance with its Bylaws against the participants in such unauthorized action.

**80. RECOGNITION, RULES AND REGULATIONS**

The bargaining unit is a national unit. Said bargaining unit is without prejudice to either party. Producer recognizes AFTRA as the exclusive collective bargaining agent for all Performers and agrees that during the term of this Agreement all Performers employed or otherwise engaged for industrial/educational programs directly or indirectly or through agents or representatives will become members of AFTRA in good standing.

Producer further recognizes that members of AFTRA must abide by AFTRA's Constitution and Bylaws, Rules and Orders, and obligations thereof, and that the engagement is subject to such rules. AFTRA agrees it has no present rule, requirement or obligation upon its members, and during the term of this Agreement will make no future rule, requirement or obligation which is in derogation of this Agreement. AFTRA agrees not to impose unreasonable entrance fees or dues upon its members.

**81. ARBITRATION**

- A. All disputes and controversies of every kind and nature whatsoever between any Producer and AFTRA or between any Producer and any Performer arising out of or in connection with this Agreement, and any contract or engagement (whether overscale or not and whether at the minimum terms and conditions of this Agreement or better) in the field covered by this Agreement as to the existence, validity, construction, meaning, interpretation, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Agreement and/or such contract or engagement, shall be submitted to arbitration in accordance with the following procedure:
- B. The parties shall agree to the use of a predetermined list of single arbitrators in random order. If an arbitrator is not available for more than twenty-one (21) days, another random selection shall be made. Until such time as the parties have agreed upon a panel of single arbitrators for use in any area in which AFTRA maintains an office, the following provisions shall be applicable to the selection of arbitrators. AFTRA, acting on its own behalf or on behalf of any person employed under this Agreement, or the producer concerned, may demand such arbitration in writing. The parties shall thereupon endeavor to agree upon a single qualified arbitrator acceptable to them both. If agreement cannot be reached within ten (10) days, the American Arbitration Association shall appoint an arbitrator.
- C. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrator. The arbitration award shall be made within seven (7) days after the close of the submission of evidence, shall be final and binding upon all parties to the Proceeding, and judgment upon such award may be

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entered by any party in the highest court of the forum, state or federal, having jurisdiction.

- D.** The word "Producer" as used in this Agreement includes any third person to whom a program has been sold, assigned, transferred, loaned or otherwise disposed of. Any Producer including such third party "Producer" may file with AFTRA the name and address of an available person in New York City or Los Angeles, upon whom service of a demand for arbitration and other notices and papers under this paragraph may be made. If such name and address is not on file with AFTRA, or if although on file the named person is not available, the Producer irrevocably appoints the Secretary of the American Arbitration Association as Producer's agent to accept service and receive all notices, demands for arbitration and service of process in actions on the award in any suit by AFTRA or AFTRA members. Producer further agrees that such notices, demands for arbitration and other process or papers may be served on the foregoing persons by registered mail sent to their last known address with the same force and effect as if the same had been personally served.
- E.** The parties agree that the provisions of this paragraph shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute which arises during the period of this Agreement and which is therefore arbitrable as set forth above. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute survive the termination or expiration of this Agreement.
- F.** AFTRA shall be an *ex officio* party to all arbitration proceedings hereunder in which any Performer is involved and may do anything which a Performer named in such proceedings might do. Copies of all notices, demands, and other papers filed by any party in arbitration proceedings and copies of all motions, actions or proceedings in court following the award, shall be promptly filed with AFTRA.
- G.** Nothing herein contained shall be deemed to give the arbitrator(s) the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.
- H.** It is the policy of AFTRA not to process unduly late claims.

**82. LOAN OUTS / AUDITS / ADHERENCE TO HEALTH AND RETIREMENT PLANS**

(See Section 6. **Contributions to AFTRA Health and Retirement Funds.**)

**83. AGENCY FEES**

All compensation paid to Background Actors employed by Producer through any agency shall be net to the Background Actor, except for such deductions or withholdings as may from time to time be provided by law or by this Agreement; it being agreed that the Producer and not the Background Actor shall bear the agency fee for obtaining employment, and that the Background Actor shall not be required by Producer to pay such agency fee directly or indirectly.

**84. TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT**

- A.** Upon the sale, transfer, assignment or other disposition by Producer of any program produced by it hereunder, the Producer shall not be responsible to AFTRA or to any AFTRA members for any payments thereafter due with respect to the use of such programs or for a breach or violation of this Agreement by such transferees, if AFTRA approves the financial responsibility of such transferee in writing, and if the Producer in its agreement with such transferee has included a provision substantially in the following form:

" \_\_\_\_\_ (name of transferee) hereby agrees with \_\_\_\_\_ (name of Producer) that all programs covered by this Agreement are subject to the **2002-2005 AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/ Educational Recorded Material**. The said transferee hereby agrees expressly for the benefit of AFTRA and its members affected thereby to make all payments of fees as provided in said Contract and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to AFTRA Health and

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Retirement Funds required under the provisions of said Contract with respect to any and all such payments and to comply with the provisions of said Contract with respect to the use of such program and required records and reports. It is expressly understood and agreed that the rights of transferee to use such program shall be subject to and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Contract and AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made."

The Producer agrees to give written notice by mail, to AFTRA of each sale, transfer, assignment or other disposition of any program which is subject to this Agreement, within thirty (30) days after the consummation of each sale, *etc.*, and such notice shall specify the name and address of the purchaser, transferee or assignee, and to deliver to AFTRA a copy of the agreement with the purchaser, transferee or assignee.

- B.** Where a Producer produces a program hereunder for a client signatory to this Agreement or a Letter of Adherence hereto:
- 1.** The client shall guarantee payment of the applicable daily base pay or fee for such program;
  - 2.** The client shall make all payments of fees and otherwise comply with this Agreement with respect to such program;
  - 3.** The Producer shall not be responsible to AFTRA or any AFTRA members for any payments of fees or for any breach or violation of this Agreement by the client; and
  - 4.** The agreement set forth in subsection **A.** of this Section need not be obtained

**85. INDUSTRY-UNION STANDING COMMITTEE**

The Standing Committee shall consist of five (5) Industry representatives and five (5) Union representatives. Three (3) Industry and three (3) Union representatives may act as the Committee. The Committee shall meet from time to time upon request of either party and may establish such regular meetings as it deems proper. The Committee shall have the following functions:

- A.** To discuss, investigate and make recommendations as to the solution of problems arising in the construction, interpretation and administration of this Agreement and as to any abuses or grievances, which arise during the term hereof affecting Performer-Producer relationships generally and for which no remedy is provided hereunder;
- B.** To make every effort to prevent and remedy abuses arising under this Agreement to eliminate tensions; to promote cooperation and to assist in a mutual understanding of the problems of employer and employee;
- C.** To discuss, investigate and make recommendations with respect to any and all other matters affecting the operation and application of this Agreement and which will aid in promoting harmonious Performer-Producer relationships;
- D.** To consider any cases of inequity brought to its attention arising out of contracts for the performance by the Performer of additional services other than in programs or the method of contracting therefore;
- E.** To review, revise and promulgate report forms and other records appropriate to carry out the purposes and provisions of this Agreement;
- F.** To arrange the provisions of this Agreement to place them in a more functional and convenient order;
- G.** To study the problems of implementation in connection with insuring against liability arising out of injuries to persons or property during performance;
- H.** To study and investigate problems arising out of independent casting agencies; and
- I.** To resolve any disputes over Background Actor sanitary provisions on set or location.

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**86. CONTRACT INCORPORATED IN PERFORMERS' INDIVIDUAL CONTRACTS**

- A. The applicable provisions of this Agreement shall be deemed incorporated in the individual contract of employment between Producer and each Performer. Every contract (whether written or oral) between Producers under this Agreement and any Performer shall be deemed to contain the following clauses:

"Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto:

1. That they are bound by all the terms and provisions of the AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material.
2. That should there be any inconsistency between said contract and the valid rules and regulations enacted by AFTRA not in derogation thereof, the said AFTRA Code of Fair Practice shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in said contract which are more favorable to members of AFTRA than the terms, compensation and conditions provided for in said AFTRA Code of Fair Practice.
3. If the term of this contract is of longer duration than the term of the AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material between AFTRA and the Producer, this contract shall be modified to conform to any agreements or modifications negotiated or agreed to in said AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material, and the existence of this contract shall not prevent the performer from engaging in any strike or obeying any of the lawful rules and regulations of AFTRA without penalty by way of damage or otherwise, subject to mutual cancellation or termination of this contract without penalty on either side.
4. That the Performer is a member of AFTRA in good standing subject to and in accordance with Section 12. of this Agreement and is subject to the rules and regulations of AFTRA.
5. That the Performer is covered by the provisions governing AFTRA Health and Retirement Funds.
6. All disputes and controversies of every kind and nature arising out of or in connection with this Agreement shall be determined by arbitration in accordance with the procedure and provisions in Section 81. of the AFTRA National Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material."

- B. No waiver by any Performer of any terms of this Agreement shall be requested of the Performer or become effective unless the consent of AFTRA is first obtained. Such consent may be oral, but AFTRA agrees that all oral waivers will be confirmed in writing by it. Whenever the Producer is entitled to a waiver, AFTRA agrees to issue the same without cost.

**87. INDEMNIFICATION**

- A. Subject to the provisions of subsections E., F. and G. hereof, in the event any other member of the cast, production staff, crew or any other person, firm or corporation shall suffer injury to his or her person and/or property, of any kind whatsoever by reason of, or as a result of, the performance by any Performer or Stunt Performer (hereinafter in this paragraph called "Performer") of a stunt or act in the course and scope of employment under this Collective Bargaining Agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the Performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the Performer may for any cause at any time sustain or incur an injury by reason of such performance. In the event legal action is taken against the Performer, either jointly with the Producer or alone, the Producer shall at its own cost and expense and without undue delay provide the defense of the Performer in all such litigation.
- B. In any instance where a Stunt Coordinator is engaged pursuant to the requirements of this

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Agreement, the Stunt Coordinator acting in the course and scope of the Coordinator's employment shall be entitled to indemnification in the same manner and to the same extent as a Principal Performer or Stunt Performer pursuant to A. above, subject to the following:

1. The indemnification of a Stunt Coordinator shall be provided only by the production house or such other party who directly engages the Stunt Coordinator.
  2. Nothing herein contained shall be construed or used by any party as a basis for asserting whether or not Stunt Coordinators perform services covered by this Agreement.
- C. In the event any legal action in the courts or before Administrative Agencies results by reason of or as a result of, any material or action of a Performer included in a program in the scope and course of employment under this Collective Bargaining Agreement, under the direction and control of the Producer, Producer shall at all times indemnify and save the Performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the Performer may for any cause at any time sustain by reason of such performance. In the event legal action, in the courts or administratively is taken against the Performer either jointly with the Producer or alone, Producer shall at its own cost and expense and without undue delay provide the defense of the Performer in all such litigation.
- D. The indemnity provided for in subsections A., B. and C. above shall be limited to actions of the Performer taken pursuant to the direction, control or request of the Producer or the Producer's designee, or material provided to the Performer by the Producer or his designee. The Performer shall similarly indemnify the Producer against any liability, loss, damages and costs, including reasonable counsel fees, which the Producer may at any time sustain or incur by reason of action taken by the Performer contrary to the direction of the Producer or outside the course and scope of employment or by reason of any fraudulent material provided by the Performer.
- E. The indemnitee shall notify the indemnitor promptly in writing in case knowledge shall come to the indemnitee of any claim or litigation arising out of such performance and thereafter deliver to the indemnitor every demand, notice, summons, complaint or other process received by the indemnitee or indemnitee's representative relating thereto.
- F. The indemnitor shall have the right to assume full and complete control of the defense of any claim or action. The indemnitee shall cooperate fully in the defense so provided by indemnitor of such claim or action, and upon the indemnitor's request, shall attend hearings and trial and, whenever possible, assist in 1) securing and giving evidence; and 2) obtaining the attendance of witnesses at such hearings and trials.
- G. The indemnitee shall not make any settlement or compromises of any such claim or litigation without the prior written consent of the indemnitor. Any settlement or compromise by the indemnitee without indemnitor's prior consent of any such claim or litigation shall nullify indemnitor's obligation under subsections A., B. or C. above.
- H. If the indemnitee has reason to believe that any indemnitor does not have financial resources sufficient to cover its indemnity under this Agreement, then the indemnitee may require that insurance be provided so as to cover any reasonable liability which the indemnitor may incur. When the indemnitee is a Performer, AFTRA may act on the Performer's behalf in making a reasonable determination of financial responsibility.
- I. Nothing herein contained shall be construed to: 1) deprive indemnitor of any lawful defense to such claim or action including the defense that such claim arose by reason of indemnitee's acts outside the scope of the indemnitee's employment; or 2) expand Producer's liability to any person under the applicable Worker's Compensation Law.

**88. PRODUCER, AFTRA AND PERFORMER RESPONSIBILITY**

- A. It shall be the responsibility of the Producer faithfully to perform all its obligations hereunder, including but not limited to the employment of Performers, Professional

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Recognition - Preference of Employment provisions, Union Security provisions, prompt payment of the rates as herein provided, and the prompt and timely payments of the appropriate use fees.

The Producer agrees that:

1. It will not enter into any agreement with or employ any performer for programs covered herein, upon terms and conditions less favorable to the Performer than those set forth in this Agreement.
  2. No waiver by any Performer of any provisions of this Agreement shall be effective unless the written consent of AFTRA to such waiver is first obtained.
  3. Nothing in this Agreement shall be deemed to prevent any Performer from negotiating for and/or obtaining better terms than the minimum terms provided for herein.
  4. The acceptance of payment or other consideration in money, by check, or in any other form, by a member of AFTRA, for any work or services under this Agreement, shall not be deemed a waiver by such AFTRA member, nor constitute a release or discharge by the Performer of such AFTRA member's rights either under this Agreement, or under any agreement for additional compensation or contractual rights. Releases, discharges, notations on checks, cancellations, *etc.*, and similar devices which may operate as waivers or releases shall be null and void as far as any AFTRA member is concerned unless AFTRA's prior written approval is first obtained.
  5. Producer shall notify the 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 non-broadcast recorded material, except where the circumstances do not allow sufficient time to give such notice. It shall be the duty of the Producer to ascertain if each performer is a member of AFTRA in good standing by examining the AFTRA membership card of each member of the cast at the first session and to notify the local AFTRA office of the name of any person failing to present a valid paid-up membership card. Such notice shall be given to AFTRA immediately following the first session, or if the AFTRA office is closed at the time, such notice shall be given to the AFTRA office as soon as possible on the following work day.
  6. It is the essence hereof that a Producer will not evade, circumvent or violate, or seek to evade, circumvent or violate this Agreement or any part thereof either directly or indirectly, nor will the Producer knowingly permit such evasion, circumvention or violation by any controlled, allied or affiliated firm, corporation or person.
- B.** It shall be the responsibility of AFTRA faithfully to observe its obligations under this Agreement, to encourage observance by its members, and to take appropriate disciplinary action against any member who knowingly or willfully violates this Agreement and the terms of the member's employment agreement when charges of such violations are filed by an aggrieved Producer. In no way does the above derogate from any right which the Producer, AFTRA or the Performer may have to seek separate redress for any breach.
- AFTRA will undertake to notify and inform its franchised agents of the mutual responsibility set forth herein and to encourage their adherence thereto in their relationship with Performers and Producers.

**89. USE IN A NEW PROGRAM CREATED FOR ANOTHER FIELD OR MEDIUM - THEATRICAL MOTION PICTURES, TV PROGRAMS, COMMERCIALS, ETC.**

- A.** The rights to Producer for programs produced under this Agreement are limited to the right to use, distribute, reproduce and/or exhibit such programs initially and primarily in accordance with the definitions of Category I and II in Section 5. of this Agreement. Any supplemental use rights are limited to those described in Section 7. of this Agreement.
- B.** Producer agrees that no part of the photography or sound track of a Performer made for a program shall be used in a new program created for another field or medium (other than the industrial/educational field, see Section 7.F., Integration and/or Customization)

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without separately bargaining with the Performer and reaching an agreement regarding such use. The foregoing requirement of separate bargaining applies to use in theatrical motion pictures, commercials, television programs or use in any other field or medium. Such separate bargaining shall take place prior to the time of such proposed use, but the Performer may not agree to such use at the time of original employment. The Producer's rights to use portions of one program in another industrial/educational program (integration and/or customization use rights) are limited to those described in Section 7.F. of this Agreement.

1. All such bargaining shall be subject to the minimum wages and use fees provided for in the collective bargaining agreement, if any, applicable to the field in which the photography or sound track is used. If Producer is unable to find the Performer within a reasonable time, it shall notify AFTRA, and if AFTRA is unable to find the Performer within a reasonable time, Producer may reuse the photography or sound track without penalty.

If Producer fails to bargain separately with the Performer as provided above, or if Producer and the Performer bargain but are unable to reach an agreement, Producer shall be prohibited from making such use of the material. In case of violation of the foregoing, the Performer shall be entitled to damages for such unauthorized use equivalent to three (3) times the amount originally paid the Performer for the number of days of work covered by the material used. In addition, minimum use fees, if any, applicable to the field in which the material is used shall be paid. However, the Performer may, in lieu of accepting such damages, elect to arbitrate the claim or bring an individual legal action in a court of competent jurisdiction to enjoin such use and recover such damages as the court may fix in such action.

The provisions of this subsection **B.1.** shall not be applicable to unidentifiable Off-Camera Group Performers. With respect to On-Camera Performers, the provisions of this subsection **B.1.** shall apply only if the Performer is recognizable and, with respect to Stunt Performers, only if the stunt is identifiable. However, all solo and group singers shall be covered by the provisions of this subsection **B.1.**

2. If the Producer wishes to use the Performer's sound track in a simulcast, the individual Performer's contract shall contain a provision requiring additional compensation payable at the time of such simulcast. Such additional compensation shall be no less than the rates provided for in the applicable collective bargaining agreement for radio.
3. No service of the Performer is contracted for except as specified in this Collective Bargaining Agreement. This paragraph is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement by individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree, subject only to the requirement that it shall not be in conflict with this Collective Bargaining Agreement. Producer shall not require a Performer to include such services as a part of the Performer's employment under this Agreement but must bargain separately.

**90. PHOTOGRAPHY OF STAGE PERFORMANCE (INSTANT PROGRAMS)**

Producer will give AFTRA at least sixty (60) days advance notice of the employment of any Performer in a program to be made from a currently running legitimate stage play, ballet, opera, or other legitimate stage performance (all being referred to in this Section for convenience as a "play"), or a play which has closed within eight (8) weeks of the commencement of the production of such program, and which play staged substantially as presented on the legitimate stage and utilizing substantially the same cast as the play, is to be photographed as a program. Producer and AFTRA agree to meet within thirty (30) days from receipt of such notice for the purpose of negotiating the terms and conditions of such employment. If no agreement is reached with respect thereto within such sixty (60) day period, AFTRA may instruct its members to withhold services with respect to the production in such program only.

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This provision shall not apply to a program produced from a screenplay written for such program, based on such play, and photographed in a normal program manner as distinguished from a recodation, as such, of the play.

**91. NOTICES TO PERFORMERS**

All notices which the Producer desires or is required to send to a Performer shall be sent to not more than two (2) addresses which the Performer may designate, one of which shall be the address which the Performer designates for the sending of payments on the standard employment contract. The standard form contract shall provide a place for inserting the address to which notices shall be sent to Performer and to Producer. Performer and Producer shall notify each other in writing of any changes of address from those specified on the standard employment contract.

**92. CONTRACT BINDING**

With respect to programs produced within the jurisdiction of AFTRA, this Agreement shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignments or the like shall succeed to or become entitled to a substantial part of the production business of any signatory. Each Producer agrees that its signature to this Agreement shall likewise bind domestic subsidiaries and Producers engaged in the production of programs within the jurisdiction of AFTRA (including "House Agencies" of client signatories).

**93. SEPARABILITY**

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operations to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be our intent that this Agreement would have been accepted even if such invalid provisions had not been included. All terms and conditions of this Agreement are separable.

**94. UNION STANDARDS**

- A.** Producer will not engage either in the production of a program or any part thereof (including film footage or sound track) as to which one or more Principal Performers is employed by a person not signatory to this Agreement or a Letter of Adherence hereto (a "nonsignatory") or acquire an industrial/educational program or any part thereof as to which one or more Principal Performers were employed by a non-signatory, unless, in each case, the Producer determines, after reasonable investigation, that such Principal Performers have been and will be either 1) afforded the wages, hours, working conditions and other economic benefits provided in this Agreement or 2) afforded wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to such non-signatory. The Producer shall, upon written request from AFTRA, report to AFTRA the name of such non-signatory, the number of programs to be recorded and other pertinent data to enable AFTRA to administer this Agreement.
- B.** If Producer obtains an agreement substantially in the form below from such non-signatory, Producer shall be deemed to have observed the provisions of subsection **A.** of this Section.

"It is hereby agreed by \_\_\_\_\_ (name of non-signatory employer) that all Performers as defined in the 2002-2005 AFTRA Code of Fair Practice for Non-Broadcast/Industrial/Educational Recorded Material be afforded either **1)** the wages, hours, working conditions and other economic benefits provided in said Contract; or **2)** wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to \_\_\_\_\_ (name of non-signatory producer)."

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- C. In addition to any other remedies at law or under this Agreement, AFTRA reserves the right to terminate the Letter of Adherence of any Producer who fails to observe the provisions of subsection A. of this Section, unless such failure is isolated or inadvertent.
- D. The parties to this Agreement acknowledge and agree that the purpose and intent of this Section is to ensure that no Producer will be economically motivated to have an industrial or educational program or any such part thereof produced by, or to acquire an industrial or educational program or any such part thereof from, a non-signatory which incurs economic costs with respect to the employment of Principal Performers on such industrial or educational program or part thereof which are not substantially equivalent to the economic costs which would have been incurred by the Producer had it employed such Principal Performers. This Section shall be construed and enforced in accordance with such purpose and intent.

**95. EVASION OF RESPONSIBILITY**

Producer agrees it will not (for the purpose of evading performance under this Agreement):

- A. Sublet or transfer responsibility hereunder to any third person;
- B. Transfer its operations to any other place of origin, territory or locations for the purpose of defeating or evading this Agreement;
- C. Knowingly use, lease or authorize others to use such program material for any purpose or in any manner other than as permitted by this Agreement; or
- D. Use the terms of this Agreement for the purpose of defeating or evading the terms and conditions of the AFTRA National Code of Fair Practice for Commercial Recorded Broadcasting, or the AFTRA National Sustaining Radio Agreement, or the AFTRA National Code of Fair Practice for Network Television Broadcasting, or the AFTRA Television or Radio Recorded Commercials Contracts, as presently applied.

**96. UNION LABEL**

In the event any program made under this Agreement includes a union label, AFTRA shall have the right to have its label incorporated in all prints and copies.

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**AUDIO PROGRAM  
SECTION**

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**97. AUDIO PROGRAMS**

**A. Minimum Compensation, Per Program**

Recording fees shall be paid to performers on non-broadcast recorded audio material on the basis of "in-studio time" (time of recording sessions). Except where noted (recordings of three [3] minutes or less), such fees shall not relate to the length of the finished product. In all cases, a single production (one story) may be recorded in each session. Full session fees shall be paid for each additional production recorded.

**1. Category I (Audio Only)**

	<u>5/1/02–10/31/03</u>	<u>11/1/03–4/30/05</u>
<b>Principal Performer – First Hour</b>	\$346.00	\$360.00
Each additional half-hour or segment thereof	101.00	105.00
Retakes: Principal Performer (½-hr. session)	188.00	195.50
<b>3 Minutes: Principal Performer</b> (½-hr. session)	207.00	215.50
<i>If the session exceeds 30 minutes, the fee shall revert to the session fee provided above for Principal Performers. This 3-minute fee is available to Principal Performers only.</i>		
<b>Non-Principal Performer – First Hour</b>	156.00	162.00
Each additional half-hour or segment thereof	61.00	63.50
<i>At least one Principal Performer per program must be employed to use the Non-Principal rate.</i>		
<b>Singers – Per Hour</b>		
Solo	227.00	236.00
Solo and Group (less than 16 bars)	189.00	196.50
Groups of 3 or more	151.00	157.00
Contractor – additional 50% of contract scale		
<i>See subsection D. below for additional provisions</i>		

**2. Category II (Audio Only)**

Category II programs are intended for unrestricted use to the general public. Category II programs must be designed primarily to sell specific products or services to the consuming public:

- a.** At locations where the products or services are sold; or
- b.** At public places such as coliseums, railroad stations, air or bus terminals, or shopping centers.

Category II programs may be supplied free of charges to customers as a premium or inducement to purchase specific goods or services. The five (5) year maximum period of use shall not apply to this section.

	<u>5/1/02–10/31/03</u>	<u>11/1/03–4/30/05</u>
<b>Principal Performer – First Hour</b>	385.00	400.50
Each additional half-hour or segment thereof	101.00	105.00
Retakes: Principal Performer (½-hr. session)	188.00	195.50
<b>3 Minutes: Principal Performer</b> (½-hr. session)	228.00	237.00
<i>If the session exceeds 30 minutes, the fee shall revert to the session fee provided above for Principal Performers. This 3-minute fee is available to Principal Performers only.</i>		
	<u>5/1/02–10/31/03</u>	<u>11/1/03–4/30/05</u>
<b>Non-Principal Performer – First Hour</b>	\$173.00	\$180.00

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Each additional half-hour or segment thereof	68.00	70.50
<i>At least one Principal Performer per program must be employed to use the Non-Principal rate.</i>		
<b>Singers – Per Hour</b>		
Solo	255.00	265.00
Solo and Group (less than 16 bars)	214.00	222.50
Groups of 3 or more	171.00	178.00
Contractor – additional 50% of contract scale		
<i>See subsection D. below for additional provisions</i>		

**3. Interactive Voice Recording (IVR)/Phone Prompt Systems**

Interactive Voice Recording systems are designed to primarily identify companies, refer callers to correct persons or departments, and/or voice mail messages.

Interactive Voice Recording Systems may include an incidental advertising or promotional message, while the ‘on-hold caller’ hears, “Take advantage of our half-price brake service this month” or a similar message.

An incidental advertising or promotional message recorded under this provision must be recorded by the same performer at the same session.

**5/1/02–4/30/05**

First Hour, per client	\$200.00
Each additional half-hour or segment thereof	\$100.00

*These rates permit an unlimited period of use.*

This provision shall end automatically with the termination of this Agreement ("sunset clause").

**4. Phonecasting**

Recordings under this subsection are designed to be delivered through the telephone and made accessible to the general public. Such recordings include (but are not limited to):

- A. Information to consumers (e.g. drugs, financial, health, and ski conditions);
- B. Promotion of products, services or persons (e.g., campaign ads left on answering machines, etc...);
- C. Entertainment services (e.g., “Dial-a-Joke” or “Dial-a-Prayer”).

**5/1/02–4/30/05**

First Hour, per client	\$200.00
Each additional half-hour or segment thereof	\$100.00

*These rates permit an unlimited period of use.*

This provision shall end automatically with the termination of this Agreement ("sunset clause").

**5. Storecasting**

- a. The Producer, notwithstanding the number of messages recorded during a session for a single client, may acquire rights for Storecasting (*i.e.*, announcements

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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.

<b>STORECASTING</b>	<b><u>5/1/02-10/31/03</u></b>	<b><u>11/1/03-4/30/05</u></b>
3 months use	\$346.00	\$360.00
6 months use	693.00	720.50

- b.** After completion of the first six (6) months of use, subsequent use periods, not to exceed six (6) months, may be obtained by payment of not less than the current minimum session fee in effect at the time of use.

A buyout of material recorded for Storecasting may be obtained by payment of not less than three times scale (*i.e.*, 3 x \$346.00, for the period 5/1/02-10/31/03, or 3 x \$360, for the period 11/1/93-4/30/05 at the time of the session.

**6. Health and Retirement Contribution Rate - 13.30%**

**B. Retakes**

Retakes are limited to thirty (30) minutes in-studio time per program and any time beyond thirty (30) minutes shall require a full session fee. In the event the entire script is re-recorded (regardless of the number of lines), the full session fee shall be paid. If such "call back" occurs later than sixty (60) days after the original recording session, the performer shall receive the full session fee.

**C. Non-Principal Performers**

- 1.** Non-Principal Performer may perform no more than fifteen (15) lines. A line shall consist of not more than ten (10) words and part of a line shall be considered a line.
- 2.** A Non-Principal Performer may perform in two (2) roles for the minimum in **A.1.** or **A.2.** above for the one hour session provided that the total number of lines in the two (2) roles do not exceed fifteen (15). Time beyond sixty (60) minutes shall be paid at the indicated rate for each contiguous thirty (30) minute segment or part thereof.
- 3.** An additional fee equal to no less than the first hour session fee as specified in **A.1.** and **A.2.** above shall be paid the Non-Principal Performer in each of the following cases:
  - a.** If the two roles exceed fifteen (15) lines;
  - b.** If the performer performs in more than two (2) roles: a separate fee for each additional role.
- 4.** At least one (1) performer shall be paid under the basic rates for Principal Performers in order to qualify another performer as a Non-Principal Performer. The Producer shall advise the performer prior to actual engagement if such performer is to be classified as a Non-Principal Performer.

**D. Singers**

- 1.** Singers shall be paid on a per hour basis, as set forth in subsection **A.** above.
- 2.** There must be a rest period of five (5) minutes in each one (1) hour of rehearsal, whether coaching or orchestra.
- 3.** 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 \$23.50 (\$24.50 effective 11/1/03) in addition to the group fee for the group called.
- 4.** For every singing group of three (3) or more, there shall be a Contractor who shall perform any service commonly associated with the services of a Contractor or Leader, such as but not limited to contacting singers or correcting vocal parts, arranging auditions or rehearsals or other similar or supervisory duties. The Contractor shall be appointed before the session. The Contractor shall be a member of

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such group except in those cases where the sex of the group precludes the utilization of the Contractor's singing services. The Contractor shall be present at all times during the session, and all requests from the Producer relating to matters covered by this Code shall be made through the Contractor. It shall be the Contractor's responsibility to request a five minute rest period during each hour of work. The Contractor shall also prepare and file with AFTRA, for all members of the group, the Member Report. The fifty percent (50%) additional compensation due Contractors shall be added to all other fees due for the session.

5. Any individual member of a singing group, who auditions for non-broadcast recorded material, shall, in the event that said group is accepted for the non- broadcast recorded material, be considered to be a member of said group and hired to perform on the material when recorded by the group, except for justifiable cause.

**E. Use of Material Where Admission Is Charged**

1. The Producer shall give advance notice to AFTRA prior to use of recorded material provided for in this Agreement at any place where admission is charged. In the event Producer is aware prior to production that such use is intended, Producer will notify AFTRA in advance of any services performed by any performer.
2. The use or production of such material shall be subject to the consent of the Performer and such terms and conditions as are agreed upon between AFTRA and the Producer.

**F. Doubles**

Any Performer of any category shall be paid full additional fees applicable to each double. Principals (narrators, principals, soloists and duos) may not double without additional full principal fees. Non-Principal Performers are restricted in doubling as provided in subsection C. It shall not be a double if a soloist or duo speaks in character or an actor sings in character.

**G. Editing and Dubbing**

Except as provided in this paragraph, Producer agrees that without AFTRA's consent previously obtained in writing no mechanical reproduction will be made by the Producer except from an actual "live" performance by Performers, and Producer further agrees not to make any re-recordings by any means whatsoever of previously recorded performances or part thereof. Recorded material (or parts thereof) used for processing or making duplicate records from masters are not prohibited.

**H. Remakes**

Performers called back other than for a retake will be paid the full applicable fee provided for elsewhere in this Code.

**I. Supplemental Exhibition**

In the event Producer desires to acquire distribution rights for any material produced under this Section of this Code for sale to the general public, such rights shall be the subject of prior negotiations with AFTRA.

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NON-BROADCAST/INDUSTRIAL/EDUCATIONAL RECORDED MATERIAL**

IN WITNESS WHEREOF, the parties have executed this instrument as of May 1, 2002.

Accepted and Agreed:

**PRODUCER** \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**

By \_\_\_\_\_  
Gregory J. Hessinger  
National Executive Director

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STANDARD EMPLOYMENT CONTRACT  
NON-BROADCAST/INDUSTRIAL/EDUCATIONAL RECORDED MATERIAL**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, Producer, and \_\_\_\_\_, Performer.

1. **SERVICES.** Producer engages Performer and Performer agrees to perform services in a program tentatively entitled \_\_\_\_\_ to portray the role of \_\_\_\_\_ to be produced on behalf of \_\_\_\_\_ (client).

2. **CATEGORY.** Indicate the initial, primary use of the program.  
 Category I (Industrial/Educational)       Category II (point of purchase - includes Category I)

3. **NUMBER OF CLIENTS.** Indicate the number of clients for which the program will be used.  
 Single Client       Multiple Clients

4. **TERM.** Performer's employment shall be for the continuous period commencing \_\_\_\_\_, 20\_\_\_\_, and continuing until completion of photography and recodation of said role. **Exception** (for Day Performers Only): Performer may be dismissed and recalled without payment for intervening period provided Performer is given a firm recall date at time of engagement. If applicable, Performer's firm recall date is \_\_\_\_\_, 20\_\_\_\_.

5. **COMPENSATION. Producer employs Performer as:**  
 On-Camera       Off-Camera       On-Camera Narrator/Spokesperson  
 Day Performer       1/2-Day Performer (restricted terms)       Singer, Solo/Duo       General Background Actor  
 3-Day Performer       Dancer, Solo/Duo       Singer, Group       Special Ability Background Actor  
 Weekly Performer       Dancer, Group       Singer, Step Out       Silent Bit Background Actor

at the salary of: On-Camera \$ \_\_\_\_\_ per  Day  3-Days  Week  
Off-Camera \$ \_\_\_\_\_ for the first hour, \$ \_\_\_\_\_ for each additional half-hour.

Producer must mail payment not later than thirty (30) calendar days after employment.

6. **OVERTIME.** All overtime rates MUST be computed on Performer's full contractual rate, up to permitted ceilings (NO CREDITING). Straight time is 1/8th of Day Performer's Rate, 1/24th of 3-Day Performer's Rate, 1/40th of Weekly Performer's Rate. **Time-and-one-half rate:** Payable per hour (1½ x straight time rate). **Double time rate:** Payable per hour (2 x straight time rate). See Section 32 of Basic Contract for details of Weekly and 3-Day Performer time-and-one-half and double time rates per hour.

7. **WEEKLY CONVERSION RATE.** See Section 29 of Basic Contract for details (Day Performers and 3-Day Performers only). The Performer's weekly conversion rate is \$ \_\_\_\_\_ per week.

8. **PAYMENT ADDRESS.** Performer's payment shall be sent to appropriate AFTRA office in city nearest recording site.

9. **ADDITIONAL COMPENSATION FOR SUPPLEMENTAL USE.** Producer may acquire the following supplemental use rights by the payment of the indicated amounts. (Check appropriate items below.) See Section 7 of Basic Contract for details of payment.

	<u>Within 90 Days</u> <u>(Total Applicable Salary)</u>	<u>Beyond 90 Days</u> <u>(Total Applicable Salary)</u>
<input type="checkbox"/> A. Basic Cable Television, 3 years Basic Cable Television Supplemental Use rights are a % of total <b>actual</b> salary	15%	65%
<input type="checkbox"/> B. Non-Network television, unlimited runs	75%	125%
<input type="checkbox"/> C. Theatrical Exhibition, unlimited runs	100%	150%
<input type="checkbox"/> D. Foreign Television, unlimited runs outside U.S. and Canada	25%	75%
<input type="checkbox"/> E. Internet	33%	50%
<input type="checkbox"/> F. Integration and/or Customization	100%	100%
<input type="checkbox"/> G. Sale and/or Rental to Industry	15%	25%
<input type="checkbox"/> H. "Package" Rights to A, B, C, D, E, F and G. above	200%	Not available
<input type="checkbox"/> I. Category II (point of purchase of Category I program only)	50%	100%
<input type="checkbox"/> J. Network Television (available only by prior negotiation with and approval of AFTRA)		
<input type="checkbox"/> K. Pay Cable Television (available only by prior negotiation with and approval of AFTRA)		
<input type="checkbox"/> M. Group Dancers, (See Basic Contract, Section 7.M for payment provisions)		
<input type="checkbox"/> N. Program for Government Service only	40%	Not available
<input type="checkbox"/> Performer does <b>not</b> consent to the use of his/her services made hereunder for Network Television.		
<input type="checkbox"/> Performer does <b>not</b> consent to the use of his/her services made hereunder for Pay Cable Television.		

10. **SALE AND/OR RENTAL OF PROGRAMS TO THE GENERAL PUBLIC.** Producer may acquire said rights only by prior negotiation with and approval of AFTRA. Performer does **not** consent to the use of his/her services made hereunder for sale and/or rental or programs to the general public.

11. **WARDROBE.** If **Principal Performer** furnishes own wardrobe, the following fees shall apply for each two-day period or portion thereof: Ordinary Wardrobe \$ \_\_\_\_\_ (\$19 minimum); Evening or Formal Wear \$ \_\_\_\_\_ (\$29 minimum). For **Background Actors'** wardrobe fees, please see Section 44.C. and 44.D. of the Basic Contract.

12. **SPECIAL PROVISIONS.**

13. **GENERAL.** All terms and conditions of the current AFTRA Non-Broadcast/Industrial/Educational Recorded Materials Contract (Basic Contract) shall be applicable to such employment.

Producer \_\_\_\_\_ Signature \_\_\_\_\_ Performer \_\_\_\_\_ Signature (if minor, parent's or guardian's signature)

by \_\_\_\_\_ Name and Title \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

NOTE: PERFORMER MUST COMPLETE W-4 FORM ATTACHED.

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