



## American Federation of Television and Radio Artists

### **2006-2008 EXTENSION TO THE RADIO RECORDED COMMERCIALS CONTRACT MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made by and between the American Federation of Television and Radio Artists (hereinafter referred to as "AFTRA" or "Union") and the ANA-AAAA Joint Policy Committee on Broadcast Talent Union Relations (hereinafter referred to as the "JPC") acting on behalf of advertisers and advertising agencies who have authorized the JPC to act for them, a list of which has been filed with AFTRA and incorporated herein, and others who sign this Memorandum of Agreement and/or Letters of Adherence hereto, hereinafter referred to individually as "Producer".

#### **1. TERM AND EFFECTIVE DATE**

This contract shall be for a term commencing October 30, 2006 and continuing to and including October 29, 2008 and shall continue in effect thereafter until terminated by either party by 60 days notice in writing to the other. Except as otherwise specifically provided, the terms and provisions hereof shall apply to all commercials produced on or after October 30, 2006.

#### **2. COMPENSATION**

Increase all compensation 6% effective October 30, 2006. For all rates, please see Rate Chart beginning on Page 6.

#### **3. SECTION 8. WILD SPOTS – COMPENSATION AND LIMITATION**

Increase the unit weights in Section 8.I as follows:

<b><u>Market</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Birmingham, AL	1	2
Denver	3	4
Harrisburg/Lancaster/Lebanon/York	1	2
Indianapolis	2	3
Norfolk/Portsmouth/Newport News	1	2

#### **4. SECTION 65. AFTRA HEALTH AND RETIREMENT FUNDS**

Contributions to the AFTRA Health and Retirement Funds shall increase by one-half of one percent (.5%) to 14.8% effective October 30, 2006.

5. **JURISDICTION**

Amend the Contract to provide for recognition and coverage of commercials made for or designed for use in New Media, defined as digital, electronic, or any other type of delivery platform including, but not limited to, commercials delivered via podcasts, mobile phones and other digital and electronic media. The term New Media is intended to be all inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown. The term New Media does not apply to commercials on radio or the Internet, covered by **Section 16. Internet.**

6. **INTERNET USE**

a. **Internet Use of Commercials Made for Initial Use on Either Broadcast Radio or New Media**

In addition to the rights and obligations set forth in Section 16.A (Internet Use of Commercials Made for Initial Use on Broadcast Radio) and Section 23 (Editing and Dubbing) of the 2003 AFTRA Radio Recorded Commercials Contract, if the Producer wishes to obtain extended or unlimited editing rights for Internet use then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither AFTRA nor the Producers will promulgate minimum rates.

b. **Commercials Made Initially for Use on the Internet**

In order to provide for fair negotiation for the editing of commercials produced under this section, Producer shall make every effort to fully inform performers, at the time of audition and hire of the anticipated number of commercials, and the anticipated use, *e.g.*, websites, etc.

The performer's Standard Employment Contract shall note the number of commercials produced. (See Exhibit A on page 11)

In addition to the rights and obligations set forth in Section 16.B (Commercials Made for Initial Use On the Internet) and Section 23 (Editing and Dubbing) of the 2003 AFTRA Radio Recorded Commercials Contract, if the Producer wishes to obtain extended or unlimited editing rights for Internet use then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither AFTRA nor the Producers will promulgate minimum rates.

## 7. NEW MEDIA

This section applies to all commercials made for or designed for exhibition on New Media, as defined in paragraph 5 hereof.

### **a. New Media Use of Commercials Made for Initial Use on Either Broadcast Radio or the Internet**

In order to provide for fair negotiation for the use of commercials produced under this section, Producer shall make every effort to fully inform performers, at the time of negotiation for New Media use, the anticipated number of commercials, and the anticipated platforms for such use, *e.g.*, commercials exhibited in mobisodes, via cell phones, etc.

The performers' Standard Employment Contract shall note the number of commercials produced. (See Exhibit A on page 11)

The terms and conditions of Section 16.A (Internet Use of Commercials Made for Initial Use on Broadcast Radio) and Section 23 (Editing and Dubbing) of the 2003 AFTRA Radio Recorded Commercials Contract, shall apply to the New Media use of commercials made for initial use on either broadcast radio or the Internet. If the Producer wishes to obtain extended or unlimited editing rights for Internet use then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither AFTRA nor the Producers will promulgate minimum rates.

### **b. Commercials Made Initially for Use in New Media**

In order to provide for fair negotiation for the use of commercials produced under this section, Producer shall make every effort to fully inform performers, at the time of audition and hire, the anticipated number of commercials, and the anticipated platforms for such use, *e.g.*, commercials in mobisodes, commercials delivered via cell phones, etc.

The performer's Standard Employment Contract shall note the number of commercials produced. (See Exhibit A on page 11)

In addition to the rights and obligations set forth in Section 16.B (Commercials Made for Initial Use On the Internet) and Section 23 (Editing and Dubbing) of the 2003 AFTRA Radio Recorded Commercials Contract, if the Producer wishes to obtain extended or unlimited editing rights for new media use then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither AFTRA nor the Producers will promulgate minimum rates.

8. **COMMERCIALS MADE FOR INITIAL USE ON THE INTERNET OR IN NEW MEDIA**

Producer may bargain freely at any time for use and editing rights for commercials made for initial use on the Internet or in New Media. If, however, the Producer bargains only for Internet rights or New Media rights (but not both) and subsequently wishes to obtain rights for the other platform, then the provision of the contract as set forth in Section 16.A of the 2003 AFTRA Radio Recorded Commercials Contract (Internet Use of Commercials Made For Initial Use on Broadcast Radio) shall apply.

9. **NEW MEDIA COMMITTEE**

The parties will set up a bilateral committee which will consider unforeseen situations pertaining to the production and use of commercials for New Media, and the applications of new technology to existing media campaigns (*e.g.*, Visible World).

These unforeseen situations will be reviewed on a case-by-case basis and the bilateral committee will, in good faith, and operating on a unit vote basis, reach prompt decisions on these applications.

The committee has the authority to make prompt decisions and, if it agrees, to issue waivers no later than one week following submission by the JPC.

The JPC agrees to make every effort to consolidate requests for rulings and waivers of a similar type into a single request.

10. **WAIVER ALLOWING 8-WEEK USE CYCLE IN INTERNET AND/OR NEW MEDIA**

The Joint National Board of SAG and AFTRA has granted a one-year waiver of the AFTRA Radio Recorded Commercials Contract to allow producers, subject to consent of the performer, the right to move broadcast commercials over to the Internet and/or to New Media for an 8-week cycle of use for which the performer will be compensated in the amount of not less than the applicable session fee for use on the Internet or New Media (use in both platforms requires two separate payments). In the event of use beyond the initial 8-week period, the performer shall be paid not less than 300% of the applicable session fee for one additional year of use and a further 300% of the applicable session fee if the total period of use exceeds 14 months (use in both platforms requires two separate payments). This final one-year period of use will be limited by any applicable Maximum Period of Use limitations.

Not later than 12 working days after the Producer employs the performer for a New Media commercial, the Producer shall file with the Union a copy of the employment agreement.

This waiver may be renewed by the Joint Board, at its discretion, or by a committee authorized with such authority by the Joint Board.

11. **CONSULTANT**

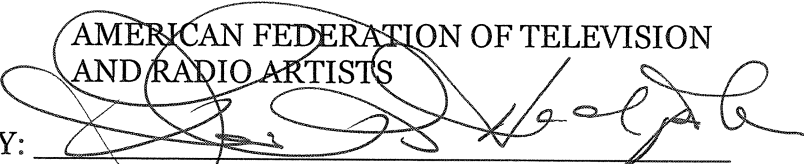
The three consultants initially identified by the unions and the JPC will be interviewed in a joint meeting to determine whether or not both parties can agree upon one single consultant.

If not possible, each party will select one consultant who will be instructed to work together to produce a single uniform study in an unbiased manner. If at any time the two consultants cannot agree on some point or approach in the study, they are encouraged to meet collectively with both parties to express their objections. If it is determined that the consultants cannot work together, each consultant will continue work on the study to produce separate independent reports. Funding will be provided for by the various available fund sources currently existing and the JPC will not independently be required to make any contributions therefore.

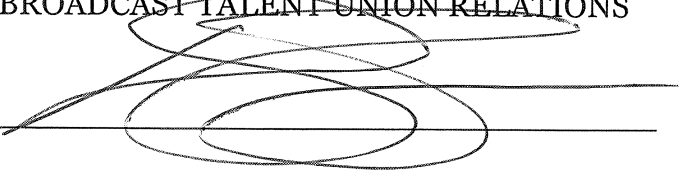
12. **STANDARD ENGAGEMENT CONTRACT**

Amend **Exhibit A, Standard Engagement Contract for Radio Commercials** to provide for check boxes where performer can deny Internet use and/or New Media Use of a commercial.

Except as modified herein, all terms and conditions of the 2003 AFTRA Radio Recorded Commercials Contract shall remain unchanged.

AMERICAN FEDERATION OF TELEVISION  
AND RADIO ARTISTS  
BY: 

DATE: 9-11-06

ANA-AAAA JOINT POLICY COMMITTEE ON  
BROADCAST TALENT UNION RELATIONS  
BY:   
DATE: 9-13-06

**2006-2008 Extension to the**  
**AFTRA Radio Recorded Commercials Contract**  
**Schedule of Minimum Fees**

**PARAGRAPH 6. MINIMUM COMPENSATION - "SESSION FEES"**

<b><u>6.B</u></b>	Actor, Announcer, Solo, Duo	\$249.50
	Group Singer/Speaker 3-5	183.80
	6-8	162.65
	9 +	144.30
<b><u>6.G</u></b>		275.70

**PARAGRAPH 9. WILD SPOTS – 13 WEEK USE RATES**

**A. Actors, Announcers, Solos, Duos**

**1. LINEUP OF CITIES NOT INCLUDING NY, CHI OR LA**

	1 Unit	249.50
	2-25 Units, add per unit	3.67
	26 and each unit thereafter, add per unit	2.76

**2. LINEUP OF CITIES INCLUDING ONE OR MORE "MAJOR" CITY**

	New York City alone	\$373.55
	Chicago or Los Angeles alone	338.80
	Any 2 of the above alone	455.60
	All 3 of the above alone	575.70
	Additional Units, add per unit	2.76

**B. Group Singers**

**1. LINEUP OF CITIES NOT INCLUDING NY, CHI OR LA**

	<b><u>3-5</u></b>	<b><u>6-8</u></b>	<b><u>9+</u></b>
1 Unit	\$183.80	\$162.65	\$144.30
2-25 Units, add per unit	1.91	1.63	1.44
26-60 units, add per unit	1.63	1.25	1.25
61 and each unit thereafter, add per unit	0.92	0.80	0.80

**2. LINEUP OF CITIES INCLUDING ONE OR MORE "MAJOR" CITY**

	<b><u>3-5</u></b>	<b><u>6-8</u></b>	<b><u>9+</u></b>
Any 1 Major Alone	\$203.15	\$180.35	\$160.10
1-35 Units, add per unit	1.63	1.37	1.31
36 and each unit thereafter, add per unit	0.92	0.80	0.80

	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
Any 2 Majors Alone	\$242.60	\$186.15	\$165.65
1-60 Units, add per unit	1.37	1.37	1.31
61 and each unit thereafter, add per unit	0.92	0.80	0.80

	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
Any 3 Majors Alone	\$270.30	\$209.15	\$186.15
1-60 Units, add per unit	1.37	1.37	1.31
61 and each unit thereafter, add per unit	0.92	0.80	0.80

#### **PARAGRAPH 10. WILD SPOTS – 8 WEEK USE RATES**

##### **A. Base Fee (i.e. 1 unit, no "Majors")**

Actor, Announcer, Solo, Duo	\$249.50
Group Singer/Speaker 3-5	183.80
6-8	162.65
9 +	144.30

##### **B. Fees for use categories beyond the base fees above**

Actors/Announcers/Solos/Duos	80% of 13 week use fee
Group Singers – All	95% of 13 week use fee

#### **PARAGRAPH 12. DEALER COMMERCIALS**

Actor, Announcer	\$674.70
Solo, Duo	535.20
Group Singers 3-5	348.95
6-8	279.20
9+	174.50
Sound Effects Performers	176.50

#### **PARAGRAPH 13. NETWORK PROGRAM COMMERCIALS**

##### **One (1) Week's Use:**

Actor, Announcer, Solo, Duo	\$422.15
Group Singers	316.80

##### **Four (4) Weeks' Use:**

Actor, Announcer, Solo, Duo	\$684.90
Group Singers 3-5	526.70
6-8	471.00
9+	430.30

**Eight (8) Weeks' Use:**

Actor, Announcer, Solo, Duo	\$1,091.05
Group Singers 3-5	839.45
6-8	749.90
9+	672.05

**Thirteen (13) Weeks' Use:**

Actor, Announcer, Solo, Duo	\$1,353.85
Group Singers 3-5	1,041.35
6-8	931.10
9+	853.00

**Thirteen (13) Weeks' Limited Use:**

**26 Uses**

Actor, Announcer, Solo, Duo	\$677.00
Group Singers 3-5	520.55
6-8	465.50
9+	425.35

**39 Uses**

Actor, Announcer, Solo, Duo	\$1,019.50
Group Singers 3-5	713.85
6-8	637.20
9+	578.90

**Thirteen (13) Weeks' Use On Across-The-Board Programs:**

Actor, Announcer, Solo, Duo	\$1,417.70
Group Singers 3-5	1,090.20
6-8	974.95
9+	893.20

**PARAGRAPH 14. REGIONAL NETWORK PROGRAM COMMERCIALS**

**Thirteen (13) Weeks' Use:**

Actor, Announcer, Solo, Duo	\$817.00
<u>Singing Groups:</u>	
In cities including 1, 2 or all of the 3 Major Cities 3-5	735.30
6-8	661.30
9+	382.95
In cities excluding the 3 Major Cities	382.95

**PARAGRAPH 15. LOCAL PROGRAM USES**

All Performers	\$271.15
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**PARAGRAPH 17. SINGLE MARKET COMMERCIALS**

Actor, Announcer Only (covers 1 <sup>st</sup> 13-week cycle)	
(60 Minute Session, per commercial)	\$171.95
Each add'l 13-week cycle	171.95
One year's pre-paid use	515.90

Singers Only (5 commercials):	
Solo, Duo	687.85
Group Singers 3-5	534.70
6-8	456.15
9 +	393.45

Additional 26 weeks' use beyond first year:	
Solo, Duo	284.35
Group Singers 3-5	220.30
6-8	184.85
9 +	156.35

**PARAGRAPH 18. DEMOS – COPY TESTS – NON-AIR COMMERCIALS**

Actor, Announcer	\$171.95
Add'l ¼-hour	43.00
Solo/Duo (up to 4 commercials)	173.50
Add'l ½-hour or commercial	43.40
Group Singers	113.45
Add'l ½-hour or commercial	28.35

**PARAGRAPH 20. FOREIGN USE**

Actor, Announcer, Solo, Duo	\$494.95
Group Singer/Speaker 3-5	287.10
6-8	198.00
9 +	158.35

**PARAGRAPH 21. CONTRACTOR FOR GROUP SINGERS**

When 3-8 singers are employed	\$85.65
When 9 or more singers are employed	137.00

## **PARAGRAPH 22. SOUND EFFECTS PERFORMERS**

A. Minimum Fee for 1 <sup>st</sup> hour	\$191.85
Each hour beyond the 1 <sup>st</sup> hour	127.90
Paid in 1/2-hour segments	63.95
C. Dealer/Sessions	213.70
D. Use fees	
Program or program and wild spot	114.20
Wild spot only	83.90
Dealer commercials	176.50
E. TV use	367.75

## **PARAGRAPH 23. EDITING AND DUBBING**

Tags	\$103.25
Tags – Local identifiable contact numbers:	
Tags 2-25	103.25
Tags 26-50	74.10
Tags 51+	40.45

## **PARAGRAPH 24. AUDITIONS**

A. Auditions in excess of 1 hour - paid in 1/2-hour units	\$26.85
B. 3rd and subsequent calls, 1st hour	53.75
Additional audition time, paid in 1/2-hour units	26.85

## **PARAGRAPH 26. AD-LIB OR CREATIVE SESSION CALLS**

Minimum fee for first hour	\$223.40
Additional half hour units	111.70

## **PARAGRAPH 32. SINGERS**

<b>32.A.3</b>	Session Fee: Solo/Duo who multi-track	\$275.70
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## **PARAGRAPH 66. PUBLIC SERVICE ANNOUNCEMENTS**

Actor, Announcer	\$564.45
Solos, Duos	586.15
Group Singers 3-5	382.15
6-8	305.70
9 +	191.15

**Health and Retirement Contribution: 14.8%**

**EXHIBIT A**

**STANDARD AFTRA EMPLOYMENT CONTRACT FOR RADIO COMMERCIALS**

Date \_\_\_\_\_, 20\_\_\_\_

Between \_\_\_\_\_, Producer, and \_\_\_\_\_  
Performer. \_\_\_\_\_

Producer engages Performer and Performer agrees to perform services for Producer in Radio Commercials as follows:

Commercial Title(s) \_\_\_\_\_ Number of \_\_\_\_\_ Number of \_\_\_\_\_ Tags \_\_\_\_\_  
and Code Number(s) \_\_\_\_\_ Commercials \_\_\_\_\_

Such commercial(s) are to be produced by \_\_\_\_\_

\_\_\_\_\_ ADVERTISING AGENCY ADDRESS  
acting as an agent for \_\_\_\_\_

\_\_\_\_\_ ADVERTISER PRODUCT(S)  
City and State in which services rendered: \_\_\_\_\_ Place of Engagement: \_\_\_\_\_

Date and Hour of Engagement: \_\_\_\_\_

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Announcer      | <input type="checkbox"/> Solo or Duo     | <input type="checkbox"/> Contractor  |
| <input type="checkbox"/> Actor, Actress | <input type="checkbox"/> Group 3-5       | <input type="checkbox"/> Sound Effects Performer                                 |
| <input type="checkbox"/> Singer         | <input type="checkbox"/> Group 6-8       | Multiple Tracking or Sweetening (for singers) <input type="checkbox"/> did occur |
| <input type="checkbox"/> Group Speaker  | <input type="checkbox"/> Group 9 or more | <input type="checkbox"/> did not occur   |
|   |  | <input type="checkbox"/> Spanish Language Translation Services Performed         |

Compensation \_\_\_\_\_ Part to be played \_\_\_\_\_

- ☐ Performer does not consent to the use of his/her services in commercials made hereunder on the Internet.  
☐ Performer does not consent to the use of his/her services in commercials made hereunder in New Media.

The standard provisions printed on the reverse side hereof are a part of this contract. If this contract provides for compensation at AFTRA minimum, no addition, changes or alterations may be made in this form other than those which are more favorable to the Performer than herein provided. If this contract provides for compensation above the AFTRA minimum, additions may be agreed to between Producer and Performer which do not conflict with the provisions of the **AFTRA Radio Recorded Commercials Contract**, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by the Performer.

Performer authorizes Producer to make all payments to which Performer may be entitled hereunder by check payable to Performer and sent to the AFTRA office nearest the city in which the commercial was made.

All notices to Producer shall be addressed as follows: \_\_\_\_\_

All notices to Performer shall be addressed as follows: \_\_\_\_\_

This contract is subject to all of the terms and conditions of the **AFTRA Radio Recorded Commercials Contract**.

Employer of Record for income tax and unemployment insurance purposes is: \_\_\_\_\_

PRODUCER (Name of Company) \_\_\_\_\_

BY \_\_\_\_\_  
SIGNATURE

PERFORMER \_\_\_\_\_  
SIGNATURE

The Performer has the right to consult with his/her representative or AFTRA before signing this contract.

Performer hereby certifies that he or she is 21 years of age or over. (If under 21 years of age, this contract must be signed below by a parent or guardian.)

I, the undersigned, hereby state that I am the \_\_\_\_\_ of the above name Performer and do hereby consent and give my permission to this agreement  
(MOTHER, FATHER, GUARDIAN)

(Signature of Parent or Guardian) \_\_\_\_\_

**SPECIAL PROVISIONS:**

Performer acknowledges that he or she has read all the terms and conditions in the Special Provisions above and hereby agrees thereto.

Performer's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

**IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY.**

## STANDARD AFTRA EMPLOYMENT CONTRACT FOR RADIO COMMERCIALS

### STANDARD PROVISIONS

1. **THEATRICAL/INDUSTRIAL USE (Strike the paragraph below if such rights are not granted by Performer)**

Producer shall have the right to the commercial(s) produced hereunder for Theatrical & Industrial use as defined and for the period permitted in the **AFTRA Radio Recorded Commercials Contract**, for which Producer shall pay Performer not less than the additional compensation therein provided.

2. **ARBITRATION**

All disputes and controversies of every kind and nature arising out of or in connection with this Contract shall be subject to arbitration as provided in Section 63 of the **AFTRA Radio Recorded Commercials Contract**.

3. **PRODUCER'S RIGHTS**

Performer acknowledges that Performer has no right, title or interest of any kind or nature whatsoever in or to the commercial(s). A role owned or created by Producer belongs to Producer and not to Performer.