

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

B. Phonograph records recorded by symphonic orchestras

In the case of phonograph records recorded by symphonic orchestras:

- (1) There shall be a minimum call Basic Session of 3 hours or 4 hours, determined in accordance with subparagraph (2) below, during which the playing time shall not exceed an average of 40 minutes for each hour with an average rest period of 20 minutes for each hour. The intermission shall be divided by the contractor so as not to interrupt proper recording of symphonic works subject to (4) below.
- (2) The basic session shall be three hours unless the Company by notice prior to any session elects a four hour basic session, provided that no more than one such four hour session may be called for any day. Unless such notice is given, the session shall be deemed to be a three hour session. No more than an average of seven and one-half minutes of finished recorded music may be made from each one-half hour segment of a recording session (including all overtime periods), and for this purpose multiple sessions devoted to the same composition shall be considered one session, so that the seven and one-half minutes of finished recorded music may be averaged out of each such session.
- (3) Except as provided in subsection (8), below, overtime shall be paid for in units of one-half hour or final fraction thereof. During one unit of overtime, the playing time shall not exceed 20 minutes.

Notwithstanding the above, overtime may be paid for one one-quarter hour unit if such time is used only to complete the music recorded within the permissible limits of the foregoing provisions; provided that if such additional time is no more than 5 minutes, it may be paid for at 15 minutes straight time.

- (4) No musician shall be required to work for more than sixty consecutive minutes without a rest period of at least 10 minutes. However, in order to complete a “take” a five minute grace period with regard to the 60 consecutive minutes shall be allowed. This paragraph (4) does not apply to location recordings where the work performed runs longer than 60 consecutive minutes.
- (5) No additional payment shall be due the orchestra for the rerecording of solo cadenzas outside session time by the original orchestral musician, provided that the cadenza was originally recorded at the full orchestra session or during a live performance for which the cadenzas are to be patched or rerecorded and that the musician(s) performing the solo cadenzas is/are paid.
- (6)(a) All members of the symphony orchestra, whether called to the engagement or not, shall be paid for at least the first two (2) hours of the basic session call \$325.27 effective April 3, 2023, \$335.02 effective February 5 2024, and \$345.07 effective February 3 2025) and shall not be called or required to attend if they are not scheduled to perform.

(b) *Reduced Orchestra Sessions*

A reduced orchestra session is defined as a recording session of orchestral music which, as performed in public by the orchestra, uses at least 25 but not more than 65 players, with a similar number called for the recording session. If the music has not been publicly performed by the orchestra, it must be so scheduled at the time of the recording.

Members of the symphony orchestra shall be paid for those reduced orchestra sessions to which they are called but no member shall be paid for fewer reduced orchestra sessions than two-thirds of an equalization number computed in accordance with the following sentence.

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

The “equalization number” is the greatest number of reduced orchestra sessions played by any string player other than the 8 string players who the Company at its discretion exempts from this analysis.

In order to utilize the equalization rules in any year a Company must satisfy the following conditions:

- (i) The Company must call, or commit to, a base number of non-reduced orchestra sessions at least equal to the average number of such sessions called by that Company with all domestic symphony orchestras for the years 1979, 1980 and 1981, but in no event shall this base number be less than 6; and
 - (ii) The Company must guarantee at least 4 reduced orchestra sessions in that year, or 6 reduced orchestra sessions in 2 years.
- (7) The minimum pay, per side musician, for a basic session (Column A or B), for a unit of regular overtime before the completion of six (6) hours of work (seven (7) hours in the case of a four hour session) in any day (Column C or E – 1½ time) and for a unit of premium overtime after the completion of such six (6) or seven (7) hours of work in any day (Column D – double time), shall be as follows:

	A	B	C	D	E
Effective	“Basic Session Rate” 3 Hour Session	“Basic Session Rate” 4 Hour Session	½-Hour Unit of “Regular Overtime” (1½ time)	½-Hour Unit of “Premium Overtime” (double time)	¼-Hour Unit of “Regular Overtime” (1½ time pay)
April 3, 2023	\$487.90	\$650.54	\$121.97	\$162.64	\$60.98
February 5 2024	\$502.53	\$670.06	\$125.63	\$167.50	\$62.81
February 3 2025	\$517.61	\$690.16	\$129.40	\$172.53	\$64.70

- (8) The recording session will begin at the called time unless all musicians are not on stage, tuned and ready to play, in which case the session will officially begin when they are ready to play. This provision is not meant to delay the beginning of a session because a musician(s) is late to a session and shall not apply to the resumption of a session after a break, which is as always on Company time.
- (9) If a session runs over because of a technical problem beyond the producer’s control, such additional time may be paid for at straight time rates for the time actually involved provided that such runover will not be considered for the purpose of increasing the amount of finished recorded music that may be made pursuant to B(2) above.
- (10) *Rehearsal Session to Rehearse Music Not Performed in Live Concert*

The wages and working conditions for symphonic recordings are predicated upon the fact that the orchestra will usually have rehearsed numbers in its repertoire and therefore will need no rehearsals for recordings. The foregoing sentence shall not prohibit the recording in a studio session of material not previously performed in concert, provided that the following conditions shall apply to rehearsal sessions of such material: (1) the first such rehearsal is paid at the applicable locally negotiated rehearsal or service rate plus 50% of such rate, and any subsequent rehearsals are paid at the basic recording session rate; (2) the rehearsal does not take place on a regularly scheduled day off (as defined by local contract or custom); and

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

(3) the length of the rehearsal, the break time, and any other working conditions shall be governed by the local contract.

(11) *Microphone Balancing*

Except as otherwise provided with respect to location recordings, at the last performance or the last rehearsal for that performance, the balancing of microphones may take place provided that the musical services are not being directed by a recording company or a recording engineer.

(12) *Premium Rates (Symphonic):*

With respect to sessions (other than location recordings made during public performance) held:

- (i) between midnight and 8:00 a.m.
- (ii) on Saturdays or Sundays if either day is a regular day off by contract or custom (which shall not be changed during the term of this agreement), or
- (iii) on any of the holidays listed below: one and one-half (1½) times the basic session rate shall be paid for the first two hours, one and one-half (1½) times the regular overtime rate shall be paid in respect of the next four hours and one and one-half (1½) times the premium overtime rate shall be paid in respect of all recording time in excess of six (6) hours:

In the United States

New Year's Day	Labor Day
President's Day	Thanksgiving
Memorial Day	
Juneteenth	Christmas
Independence Day	

In Canada

New Year's Day	Dominion Day
Good Friday	Labor Day
Easter Monday	Thanksgiving
Victoria Day	Christmas

Each of these holidays shall be observed on the day on which it is observed by employees of the United States Government or of the Government of Canada.

(13) *Location Recordings*

The following provisions apply to the recording of complete operas, symphonies, and similar works performed by opera and symphonic orchestras during regularly scheduled performances:

(a) *General*

There is no limit on the number of performances of a work that may be recorded during a season. The orchestra shall be notified of the work to be recorded in advance of the recording and only that work may be recorded. The first recording session shall trigger a guarantee payment for one 3 hour session at the "basic session rate." Upon release, the complete work shall be paid for at the "basic session rate" on the basis of one session hour for each 10 minutes of finished product (15 minutes in the case of operas) against which the guarantee payment may be credited. (For example, a 45

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

minute symphonic work equates to 4½ hours, computed at straight time rates; a 25 minute work would be covered by the 3 hour guarantee.)

(b) *Inapplicable Symphonic Provisions*

The provisions of paragraphs (4) and (12) hereof do not apply to recordings made under this paragraph (13).

(c) *Microphone Balancing*

Balancing of microphones (without tape) will be permitted during ANY performances and rehearsals provided the rehearsal is not an extra service.

(d) *Recording “Patch” Sessions*

A recording “patch” session shall be permitted for a location symphonic or operatic recording. Within ten minutes after the Concertmaster has left the stage, the Company shall advise the musicians whether a patch session shall take place and, if so, the proposed length of that patch session. In the event that a patch session is called, the musicians shall be guaranteed a minimum call of one half hour at overtime pay calculated at the “basic session rate”. If the patch session is called for and extends beyond one half-hour, the musicians shall receive overtime pay calculated at the “basic session rate” in fifteen-minute increments. A patch session shall begin no later than forty-five (45) minutes following the Concertmaster’s exit from the stage and shall not exceed two (2) hours. Any portion of a patch session that takes place after midnight shall be paid at double the “basic session rate” in fifteen-minute increments. A two (2) hour patch session shall be permitted to patch product that has been recorded on a prior date (not to add any new product) provided that the patch session does not take place on any regularly scheduled day off (i.e. a day off established by local contract or custom) and that the patch session takes place within fourteen (14) days of the original location recording.

(e) *Discs That Include More Than One Work*

For discs with more than one work included on them, the following rules shall apply. These rules govern any currently pending disputes as well as apply to any prospective situations in which more than one work is involved. These rules shall apply irrespective of whether the works are recorded during the same concert program performance(s) or from different programs. It is the understanding and intent of the parties that administration of these provisions will not result in a payment to musicians of more money than is required by the existing provisions of the agreement, i.e., 1 hour of payment for each 10 minutes of finished product (15 minutes for opera).

(1) In advance of the location recording, the record company shall identify in writing the works intended to be recorded and included in the final product. The Company may later change any work that has not been recorded without penalty, and it may also add additional material to the planned disc at a later date without penalty. The Company is responsible for any additional payments if the additional work changes the length of the final product in such a way that an additional payment would be due.

(2) For the first such work recorded musicians shall receive a payment equivalent to 3 hours of session time, as it does in the case when a single work comprises the disc.

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

- (3) For each subsequent work recorded musicians shall receive a payment equivalent to 2 hours of session time, provided however that the maximum amount of the payment shall not exceed the payment that would be due under the location recording provisions of the Sound Recording Labor Agreement as determined by the length of the planned final disc (1 session hour for each 10 minutes of finished product – 15 minutes in the case of operas – with half-hour increments; thus, for example, a 55 minute disc would be equate to 5.5 hours computed at straight time rates). Once the maximum payment has been reached, no further payments are due the musicians for material recorded.
- (4) In the case of a recording which also includes material not performed by the orchestra, the musicians will be paid only for that amount of material which constitutes their performance on the disc.
- (5) Non-playing Members of the orchestra receive 2/3 of whatever payment is received by playing members. If they play in some pieces but not others, they receive a 3 hour payment for the first piece in which they play, a 2 hour payment for any subsequent piece in which they play, and 2/3 of the appropriate payment for any pieces in which they do not play. However, in no case shall they receive an amount greater than that due a member who played on the entire disc.
- (6) Extra players and substitutes who play in only some of the works involved are paid only for those works in which they perform. They are paid 3 hours for the first work in which they perform, and 2 hours for any additional work in which they perform. However, in no case shall they receive an amount greater than that due a member who played on the entire disc.

(14) *Opera*

The following discounts from symphonic rates apply to the recording of operatic works by opera orchestras other than as provided in (13) above:

- (a) 15% if 3, 4 or 5 sessions are called.
- (b) 20% if 6 or more sessions are called.

(15) *Premiere Recordings*

The following terms shall apply for premiere recordings of symphonic and operatic works written specifically for symphony or opera orchestras (but not music written as film soundtrack), by contemporary domestic composers. For the purpose of this provision “premiere” means repertoire previously unreleased on the commercial market at the time the commitment to record is made; and “contemporary” means a composer living in the second half of the 20th Century.

1. A two hour symphonic or operatic recording session may be called if it is coupled with either a three or four hour session on the same day. Payment for such a two hour session shall be pro rata at the regular symphonic hourly rate.
2. After the last performance and before a recording session, a rehearsal or rehearsals may be called, and the rates and terms for such rehearsals shall be governed by the orchestra’s collective bargaining agreement with the Local. No recording will take place at these rehearsals but this does not prohibit the balancing of microphones during the last rehearsal of each work. Requests for waivers on balancing of microphones at other performances and rehearsals will be considered by the Federation and approval will not be unreasonably withheld.

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

3. A two hour recording “patch” session will be permitted for a location symphonic or operatic recording, with rates pro rata of the three or four hour session.

(16) *Health and Welfare Fund Contributions (Symphony Musicians)*

Extra musicians, if not covered by an applicable Orchestra Health and Welfare Plan, shall be treated in accordance with the applicable provisions of I.A(6) on page 20 in the case of instrumentalists and librarians, or II.D on page 55 in the case of copyists, orchestrators and arrangers.

The Company shall not be required to make any health and welfare payment on behalf of any musician covered by an applicable Orchestra Health and Welfare Plan.

Any musician not covered by an applicable Orchestra Health and Welfare Plan but who is a member of a Local Union that maintains a lawful Health and Welfare Fund shall be treated in accordance with the applicable provision of I.A(6) on page 20 in the case of instrumentalists and librarians or II.D on page 55 in the case of copyists, orchestrators and arrangers.

The foregoing Health and Welfare Fund contribution provisions shall not apply in Canada.

(17) *Electronic Press Kits (Symphonic)*

The Company may, without any additional payment, videotape/film the musicians performing during a session; provided that in no event shall the Company include in the finished product either (i) a complete movement, ballet or composition, or (ii) any product in excess of three (3) minutes from a movement, ballet or composition. In the event that the Company fails to comply with the foregoing, the Company shall be required to compensate each musician at the rates provided for under Exhibit B Traditional Music Videos of the applicable Sound Recording Labor Agreement. The Company will provide 24 hours’ advance written notice (fax, e.g.) to the Federation and will deliver to the Federation two copies of the final EPK within fifteen (15) business days after it is released.

In the event that any product made under this provision is ever used by the Company for any purpose other than as a promotional Press Kit, the Company shall be obligated to execute an assumption agreement pertaining to such use whereby it agrees to comply with all the terms and conditions of the applicable Federation agreement(s). A Company that fails to comply with the foregoing sentence shall make the payment(s) due and owing under the applicable Federation agreement(s) plus a penalty equal to 50% of such payment(s).

Further, if the Federation believes that any Company is violating the provisions of this article, the Federation may convene a joint Federation-Industry meeting to discuss this matter.

(18) *New Use of Symphonic Recording*

Notwithstanding the provisions of Article 21, at page 7, in the event that a symphonic recording is used in a television or theatrical motion picture, the Company shall pay to all persons who were covered on the original Form B session report an amount equal to 50% of the payments (including, without limitation, pension contributions, but excluding health and welfare contributions) that would be required under the television and theatrical motion picture agreements that would then apply if the recording were originally made for a motion picture, but only if all of the following conditions are satisfied:

- (i) The motion picture must be scored entirely under the AFM Television or Theatrical Motion Picture Agreement.

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

- (ii) The symphonic recording must have been recorded two or more years before the first scoring session for the motion picture takes place.
- (iii) The material must be of a standard symphonic/opera/ballet nature (e.g., no chamber music, no recording in which the symphony performs non-symphonic repertoire).

C. Chamber Music

In lieu of the Provisions of paragraph B above, the Company may record chamber music under the following terms and conditions:

- (a) The producer shall give the Federation 4 weeks advance notice of intent to record under this provision and should the Federation claim that this provision does not apply; it shall inform the producer of that position with its reasons therefore.
- (b) There shall be a 4 hour basic session rate of \$507.23 effective April 3, 2023, \$522.45 effective February 5, 2024, and \$538.12 effective February 3, 2025, with overtime at time and one-half, in half hour segments.
- (c) 45 minutes of finished music may be taken from a 4 hour session.
- (d) One 15 minute rest period per hour.
- (e) Non-symphonic conditions and benefits apply unless otherwise provided.
- (f) Neither the recording nor its package may claim or imply that the chamber group is associated with a parent symphony orchestra except where the recorded music is performed by no more than 16 players not playing multiple parts. This restriction does not preclude biographical sketches which identify the players as members of a symphony orchestra.

If the name of the parent symphony orchestra is mentioned on the record or its package, the musicians who play shall be compensated in accordance with the symphonic provisions; if the parent name is not mentioned on the record or its package, said musicians shall be compensated in accordance with the chamber provisions.

- (g) This provision shall not be used:
 - (i) To record compositions requiring more than 24 players or compositions of less than 5 minutes duration without prior Federation approval;
 - (ii) For transferring from one medium to another (i.e., for production of soundtrack albums).