



American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

TINO GAGLIARDI
OFFICE OF THE PRESIDENT
1501 Broadway, Ninth Floor
New York, NY 10036

NATIONAL PUBLIC TELEVISION AGREEMENT SIGNATORY PACKET

May 26, 2022 - May 25, 2025

The AFM National Public Television Agreement covers programming produced for public television broadcast, as well as audiovisual content produced for schools and similar places.

Overview and Agreement Scope

The AFM National Public Television Agreement covers “Musicians” (defined as: instrumentalists, leaders, contractors, arrangers, orchestrators, copyists, production musicians and librarians) engaged for the production of public television programming or in producing programs for educational usage in schools, whether captured live or recorded for later broadcast. The agreement also contains provisions covering productions that are made for Streaming.

A public television Employer has the option to score an episodic, dramatic, or documentary series under either this Agreement or the AFM Basic Television Motion Picture Agreement (“TV Film”), provided the selection is made no later than 30 days prior to the first scoring session.

The signatory Employer should be the entity which owns and controls the program, usually the producer of the show. This is often times separate from the network on which the show airs.

Project Checklist

As an Employer looking to record a television program, the following list is meant to guide you through the process of getting the recording under contract, filing the work, paying the Musicians and handling subsequent payments for additional usage of the program. Note that if you use a music contractor, they can take care of many of these steps for you:

- Confirm Signatory Status:** In order for recording work to be covered, you must have signed an AFM “Letter of Acceptance” to the agreement in advance of not only the session, but also in advance of hiring the Musicians. If you are unsure of your signatory status, contact the Federation. If you are not a signatory, submitting the Letter of Acceptance on page 3 will grant you full signatory status to the National Public Television Agreement for all programming you produce for broadcast. To cover only one individual program, utilize the “Single Project” Letter of Acceptance on page 4.
- Report the Session to the AFM Local:** Prior to recording, it is always beneficial to send advanced notice of the session to the AFM Local Union office whose jurisdiction in which the recording is taking place. To find the appropriate Local, visit the AFM website and click “About” and then “Locals”, where you can search by location.
- Put out the Call to the Musicians:** Once you are signatory and the session is reported, you may call the Musicians you intend to hire. Musicians will need to know the location, time and length of the session, the scale they will be working under, and the title of the program on which they are performing.
- Collect Paperwork:** In order to payroll the session, collect W-4s, I-9s and any other documents required for payroll, as well as any information that might be necessary to complete the B-Report Form. Familiarize yourself with the Report Form in advance so you know what types of information are required.
- During the rehearsals and taping session(s),** the Leader (the instrumental musician who leads the group in performing) should keep track of the hours worked and the instrumental parts performed by each Musician.
- Fill Out the B-Report Form:** After the session is complete, fill out the B-8 Report Form (available on page 12) including the calculation of wages and benefits. Assistance on this can be found later in the packet. The B-8 should be signed by both you (the Signatory of Record) as well as the Leader. It is important these signatures be included to confirm that the Leader has looked over the document to ensure that the hours and wages are reported correctly.
- Submit the B-8 to Payroll:** The session report is sufficient as an invoice for payment. Once complete, the B-8 session report should be sent to payroll so checks can be issued in a timely manner. Musicians must be paid within 15 business days of the session. Copies of the B-8 must be sent to the applicable Local as well as the AFM and Employers’ Pension Fund. You should also retain a copy for your own records.
- Handle Residual Payments as Required:** The original session payment under this agreement covers a certain number of “national releases,” depending on which table’s rates were utilized (more about this on page 5). Any further broadcast, whether domestic or foreign, will require an additional payment. More information on residuals can also be found later in this packet.

**NATIONAL PUBLIC TELEVISION AGREEMENT
MAY 26TH, 2022 – MAY 25TH, 2025**

LETTER OF ACCEPTANCE

The undersigned Employer has read, understands and voluntarily accepts and adopts the National Public Television Agreement (“Agreement”) (and, if applicable, the summary of such Agreement) of the American Federation of Musicians of the United States and Canada, AFL-CIO (“AFM”), and each and every provision of said Agreement, which is in full force and effect from May 26, 2022 through May 25, 2025, inclusive, and hereby incorporates such Agreement provisions as its own National Public Television Agreement with the AFM, for the full term of said Agreement. Whenever the term “Employer” is used in said Agreement, said term shall include the undersigned Employer.

EMPLOYER: _____
(Print Company Name)

PRINT NAME AND TITLE
OF AUTHORIZED OFFICER: _____

SIGNATURE OF AUTHORIZED
OFFICER _____

ADDRESS OF EMPLOYER: _____

EMPLOYER: (_____) _____ (_____) _____
(Phone) (Fax)

DATE: _____ E-MAIL: _____

| AFM USE ONLY | |
|---|----------------|
| ACCEPTED BY THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, AFL-CIO | |
| SIGNATURE OF AUTHORIZED OFFICER: | _____ |
| PRINT NAME AND TITLE OF AUTHORIZED OFFICER: | _____ _____ |
| DATE: | _____ |

Unincorporated Employers please note: If pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) are made on behalf of any employee who is also an owner or part-owner of the Employer, Fund rules require that the Employer must be incorporated and that a valid certificate of incorporation must be submitted to the Fund promptly upon signing this acceptance letter.

**NATIONAL PUBLIC TELEVISION AGREEMENT
MAY 26TH, 2022 – MAY 25TH, 2025**

**SINGLE PROJECT
LETTER OF ACCEPTANCE**

The undersigned Employer has read, understands and voluntarily accepts and adopts the National Public Television Agreement (“Agreement”) (and, if applicable, the summary of such Agreement) of the American Federation of Musicians of the United States and Canada, AFL-CIO (“AFM”), and each and every provision of said Agreement, which is in full force and effect from May 26, 2022 through May 25, 2025, inclusive, and hereby incorporates such Agreement provisions as its own National Public Television Agreement with the AFM, for the full period of pre-production, production, and post production of the below referenced single project title. Whenever the term “Employer” is used in said Agreement, said term shall include the undersigned Employer. It is also understood that this Letter of Acceptance is applicable only to:

PROJECT TITLE _____ EFFECTIVE DATES _____

EMPLOYER: _____
(Print Company Name)

PRINT NAME AND TITLE
OF AUTHORIZED OFFICER: _____

SIGNATURE OF AUTHORIZED
OFFICER _____

ADDRESS OF EMPLOYER: _____

EMPLOYER: () _____ () _____
(Phone) (Fax)

DATE: _____ E-MAIL: _____

| AFM USE ONLY | |
|---|----------------|
| ACCEPTED BY THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, AFL-CIO | |
| SIGNATURE OF AUTHORIZED OFFICER: | _____ |
| PRINT NAME AND TITLE OF AUTHORIZED OFFICER: | _____ _____ |
| DATE: | _____ |

Unincorporated Employers please note: If pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) are made on behalf of any employee who is also an owner or part-owner of the Employer, Fund rules require that the Employer must be incorporated and that a valid certificate of incorporation must be submitted to the Fund promptly upon signing this acceptance letter.

Original Sessions

National Releases

Public television does not air programming in the same manner as network television or cable television. The Public Broadcasting Service (PBS) is a program distributor that provides television content and related services to its member stations. Each member station is given wide latitude in how it schedules its content, in order to preserve localism, though there is a “common carriage” policy requiring stations to clear national prime time programs on a common schedule to allow for more effective marketing.

However, that latitude means that an individual program might not necessarily air on member networks at the same time. As a result, broadcasts under this Agreement are structured under what are called “national releases.” A national release is defined as unlimited broadcast use on any member station for a period of seven (7) consecutive days.

This results in two different release patterns and wage structures: “Table 1” wages, payment of which permits a single national release, and “Table 2” wages, which permits four (4) national releases in a three (3)-year time period (five (5) years for documentaries). Table 2, occasionally referred to as “4-over-3,” is the more common pattern.

Under both tables, the minimum required payment is the rate for **air time**, which depends on the broadcast length of the program. Unlike network television, there are no minimum required rehearsal hours. However, any working time that is beyond the air time must be paid at the **rehearsal rate**. For example, capture of a 2-hour live performance that is filmed and then edited down to produce a 30-minute program would pay the 30-minute air time rate, plus 90 minutes at the rehearsal rate.

For any individual day of work, the **minimum call payment** is equal to the air time rate for a 30-minute program, even if the day is only for rehearsal.

Table 1 Wages

The following grid lists the wages for **air time** under Table 1 for the term of this agreement, as well as the **rehearsal rate** per 15 minutes. If the program is longer than 90 minutes, add the additional air time for each additional 15 of program length to the 90-minute program rate:

| | May 26, 2022 | May 26, 2023 | May 26, 2024 |
|---|---------------------|---------------------|---------------------|
| 30-minute program | \$157.87 | \$162.61 | \$167.49 |
| 60-minute program | \$203.52 | \$209.62 | \$215.91 |
| 90-minute program | \$305.16 | \$314.31 | \$323.74 |
| Air time for each additional 15 minutes of program length | \$50.88 | \$52.40 | \$53.98 |
| Rehearsal rate / 15 mins | \$15.63 | \$16.10 | \$16.58 |
| Makeup & Costuming | \$74.04 | \$76.26 | \$78.55 |

For the payment of these wages, plus any required premiums and other considerations listed in the rest of this packet, the Producer is entitled one (1) national release of seven (7) consecutive days.

Table 1 is also utilized for audiovisual projects produced for educational distribution in which there is no television broadcast.

Table 2 Wages

Like the previous grid, the following grid lists the wages for **air time** and **rehearsal** under Table 2 for the term of this agreement. For the payment of these wages, plus any required premiums and other considerations listed in the rest of this packet, the Employer is entitled to four (4) national releases over a three (3)-year time period (five (5) years if the program is a documentary):

| | May 26, 2022 | May 26, 2023 | May 26, 2024 |
|---|--------------|--------------|--------------|
| 30-minute program | \$210.03 | \$216.33 | \$222.82 |
| 60-minute program | \$271.33 | \$279.47 | \$287.85 |
| 90-minute program | \$406.91 | \$419.12 | \$431.69 |
| Air time for each additional 15 minutes of program length | \$67.85 | \$69.89 | \$71.98 |
| Rehearsal rate / 15 mins | \$20.65 | \$21.27 | \$21.91 |
| Makeup & Costuming | \$98.21 | \$101.15 | \$104.19 |

Additional Considerations

Each session must employ a Leader, who shall be paid double Side Musician scale. When hired, a Contractor shall also be paid double Side Musician scale. In the event that a session employs 10 or more Musicians (including Side Musicians and the Leader), a Contractor shall be required. Any Single Musician performing alone shall also be paid double Side Musician scale.

Doubling occurs when an instrumentalist switches between instruments during a recording. An instrumentalist who doubles shall be paid not less than an additional 25% of scale wages for the first such double and an additional 10% for each double beyond the first.

However, this is not the same as performing **multiple parts** (or “overdubbing”), which is recording one instrumental part, then recording another instrumental part over that same part, such that the tracks are layered in a way that could only have been performed in real time by two Musicians. If a Musician performs multiple parts, they shall be paid the total of all payments which would otherwise have been payable had separate Musicians been used for those parts. These parts shall be listed as separate lines on the B-8 Report Form.

If the Musician is required to bring heavy instruments to a recording session, they shall be paid for **cartage**. If the Musician must take public transportation as the only practicable manner of transportation, cartage bills should be paid as submitted. If private transportation is taken, then the cartage fee shall be \$30.00 for the smaller grouping of instruments (drums, vibraphone, electric guitar, amplifiers, baritone saxophone, bass saxophone, cello, contrabass clarinet and contra bassoon) and \$50.00 for the larger grouping (harp, harpsichord, timpani, string bass and tuba). Cartage is not a scale wage and is not subject to pension or reuse.

Premium time of 150% of base scale shall be paid for all work performed beyond the “Time Spread,” meaning 8 hours after the time of the initial call, provided this time is between 7:00 a.m. and midnight. For all time worked between the hours of midnight and 7:00 a.m., the rate is 200% of base scale. There are no holiday premiums under this Agreement.

A session, once called, cannot be cancelled or postponed within 72 hours of the call. In the event of an emergency, an engagement may be cancelled or postponed on shorter notice with the consent of the Office of the President of the Federation.

Music Preparation

There are four services covered under the classification of Music Preparation: arranging, orchestrating, copying and librarian work. The work of composers is not covered under AFM agreements.

Arranging is the art of preparing and adapting an already written composition for presentation in other than its original form. It includes reharmonization, paraphrasing and/or development of a composition so that it fully represents the melodic, harmonic and rhythmic structure and requires no changes or additions.

Orchestrating is the labor of scoring the various voices and/or instruments of an arrangement without changing or adding to the melodies, counter-melodies, harmonies and rhythms.

Copying is the labor of writing out each instrument part on sheet music for the conductor's score and for each individual musician such that Musicians can perform their own part.

Librarians may also be employed in order to keep sheet music organized.

Music Preparation services are generally paid by the page of output rather than by time spent working. The standard score page is considered to have 10 lines with 4 bars each. Additional payment is required if pages contain more lines than 10. These rates can be found in the associated music preparation chart.

Arrangers may negotiate their own rates, as the skill is highly specialized, but in no case shall such a rate be less than the calculated scale rate for orchestration.

Theme Music Sessions

Sessions called to produce theme, title, background, continuity or similar off-camera program music, irrespective of program length, will pay a session fee to cover that studio time. Usage rights in each program are the same as those under Table 2.

| | May 26, 2022 | May 26, 2023 | May 26, 2024 |
|----------------------------|---------------------|---------------------|---------------------|
| 3-hour recording session | \$427.07 | \$436.79 | \$449.90 |
| Each 15 minutes thereafter | \$35.34 | \$36.40 | \$37.49 |

Pledge Programming

Programs produced for pledge purposes have different broadcast cycles than the standards under Table 1 and Table 2. For the payment of the wages under Table 2, programming produced for pledge purposes are entitled to eight (8) national releases over 25 months, in lieu of the usual pattern of 4-over-3. For such an initial cycle, Musicians must be advised that the Employer is electing this alternative pattern at the time of employment.

Extended Initial Broadcast Cycles

Under Table 2, payment of an additional **15%** of the initial wages at the time of employment entitles the Employer to extend the first national release to 14 consecutive days instead of seven. In addition, up-front payment of an additional **50%** of the initial wages entitles the Employer to a fifth and sixth national release during an extended period of five years (seven for documentaries).

For pledge programming, rights to a ninth and tenth national release may be acquired at any time during the 25-month broadcast period for the payment of an additional **25%** of the initial wages.

Pension Contributions

For all scale wage payments made under this Agreement, the Employer shall contribute an amount equal to 12.1% of those scale wages to the American Federation of Musicians and Employer's Pension Fund. This amount is inclusive of all updates to the Fund's Rehabilitation Plan. All of the wages discussed previously in the packet, with the exception of cartage, are considered scale wages.

Health & Welfare Contributions

Payment of health & welfare contributions are required for all musical services under this Agreement at the specified day rate. This day rate is per service, so if an instrumental musician were to also provide a music preparation service on the same day (for example, if one of the performing musicians at an evening concert has, earlier in the day, also copied the sheet music from which the band is performing), they shall be entitled to the day rate for each service.

As of May 26, 2022, the day rate for health & welfare under this agreement is **\$30.00** per day. In the second year of the contract, as of May 26, 2023, that rate increases to **\$35.00** per day.

In the third year of the contract, as of May 26, 2024, the potential of an increase to \$40.00 per day is contingent on the AFM having previously bargained such an increase into the AFM Television Videotape Agreement. Should such an increase not have occurred, then the day rate in this agreement shall remain \$35.00.

For all services, there is a maximum contribution amount per week that an individual musician may receive, equal to five times the day rate.

For Musicians who are members of either Local 802 New York or Local 47 Los Angeles, health contributions should be made payable to their respective health funds. If they are not a member of either Local, health contributions should be paid to the Musician as an additional, non-pensionable wage.

With respect to Symphony, Opera or Ballet orchestras whose members are provided health and welfare benefits under their Master Contract, the contributions required by this section of the Agreement shall instead be made to the Pension Fund on behalf of each Musician.

Subsequent Payments

Domestic Reuse

Additional payments are required when a program is rebroadcast outside of the allowed number of national releases from the initial or previous cycle, whether that means broadcast after the three-year window has expired or if there is an additional national release within the broadcast window.

Since Table 1 permits only one single national release, reuse under this provision permits a second national release, unlimited broadcast during a seven-day period within two years after the initial national release, for a payment of the difference between Table 2 and Table 1.

For a subsequent broadcast cycle of three years (five for a documentary) of a program produced under Table 2, the reuse payment is **75%** of the initial compensation.

Pledge Programming Usage

In the event that a subsequent broadcast cycle is utilized for pledge purposes (whether the original broadcast cycle was for pledge purposes or not), a new pledge cycle allowing eight releases over 25 months may be acquired for payment of a sliding scale residual, depending on which broadcast cycle the program would be in:

| | |
|------------------------|------------------------------------|
| Second Broadcast Cycle | 50% of initial compensation |
| Third | 40% |
| Fourth | 35% |
| Fifth and subsequent | 25% |

Reuse for Music Preparation Personnel

Since music preparation is paid per page, compensation for original work for music preparation might be a significant wage item in comparison to payments made to instrumentalists.

For reuse purposes, since payments are structured as a percentage of initial compensation, there is a cap on the reuse compensation paid to music preparation personnel. An arranger or orchestrator may not be paid more in reuse than the amount of the reuse paid to the Leader without doubles. A copyist may not be paid more in reuse than the amount of reuse paid to a side musician without doubles.

Foreign Use

For broadcast of the program in foreign territories, the Employer now has three options under this Agreement.

The new default option is referred to as the “Distributor’s Foreign Gross Formula.” Under this provision, the Employer pays an additional percentage of the initial compensation when certain thresholds are crossed with regards to the gross revenues received from foreign distribution.

15% of the initial scale pay is due within 60 days of the first foreign telecast. An additional **10%** is due when foreign gross exceeds \$7,000 for a 30-minute program, \$13,000 for a 60-minute program, or \$18,000 for a program longer than one hour. An additional **10%** is due when foreign gross exceeds \$10,000, \$18,000, or \$24,000, respectively. After the second 10% payment, no further sums shall be payable for foreign telecasts.

Alternatively, the Employer may pay a single percentage of initial compensation under the “Foreign Area Formula,” depending on the territories in which the program is exhibited: **45%** for worldwide distribution, **20%** for the British Isles (Area 1), **10%** for the rest of Europe (Area 2), **5%** for Africa (Area 3), **5%** for Asia, Australia and Oceania (Area 4), and **5%** for Mexico, Central and South America (Area 5).

The third option, “Distributor’s Foreign Gross Receipts Formula,” allows an aggregate payment equal to **3.6% of foreign gross receipts** to be paid for all distribution.

New Media

No further payment is required for the exhibition of a public television program in new media, provided that the program is made available free to the consumer.

If the consumer pays for access to the content, the Employer shall pay **1% of Distributor’s Gross** on a twice per year basis. If the program is sold directly to the consumer (“Electronic Sell-Through”), payment shall be **1.5% of 20% of Distributor’s Gross** for the first 100,000 units and **2.9% of 20%** thereafter.

Clip Use

The agreement contains a table of clip rates that shall be paid under one of the following three circumstances:

1. A clip from a PBS program is licensed into another PBS program.
2. A clip from a PBS program is licensed into a program produced under another AFM agreement, unless that agreement contains a rate for such clip usage.
3. A clip from a program produced under another AFM agreement is licensed into a PBS program, except clips from content produced under the AFM’s Film agreements must utilize the clip provisions contained therein.

Payment of clip rates are separate from the wages paid to the Musicians performing new content in the program and entitle the Employer to six national releases over five years (seven for documentaries) or eight national releases in 25 months for pledge programming. Note that this means that a program consisting entirely of clips would have a different broadcast pattern than regular programming produced under Tables 1 or 2.

The clip fees are based on the total content for an individual Musician in the aggregate from a single source and are paid as follows:

| | |
|-----------------|-----------------------------------|
| 0:20 or less | \$53 per side musician |
| 0:21 – 0:30 | \$66.25 per side musician |
| 0:31 – 1:00 | \$88.50 per side musician |
| 1:01 – 2:00 | \$132.50 per side musician |
| 2:01 and longer | 85% of the show rate |

Note that complete production numbers must also pay 85% of the show rate, even if the full song is less than two minutes in length.

Pension and doubles as well as the Leader and Contractor premiums must also be paid on the clip fees. Arrangers and orchestrators shall receive fees equal to those of the Leader and Contractor, while copyists, proofreaders and librarians shall receive fees equal to those of the side musicians.

As mentioned above, the payments are in the aggregate from a single program; if a Musician played on a 10-second clip from one program and another 15-second clip from the same program, that Musician would be owed the 25-second clip rate of \$66.25 for the usage of those clips and not two separate \$53 clip fees. However, if the clips were from two separate programs, the Musician would be owed two separate \$53 clip fees.

If there are more than 20 Musicians on a single clip, a 10% discount on the clip fees may be applied.

Radio Simulcasts

The Employer shall have the right to simulcast a public television program on public radio for the payment of an additional fee above the initial compensation. That fee is **\$92.11** as of May 26, 2022, then **\$94.88** in the second year of the agreement term and **\$97.72** in the third year. Commercial radio stations may also carry the simulcasts on a sustaining basis when no public radio stations are available to carry the program.

Supplemental Markets

The Agreement also contains specific sets of provisions for when programs are sold into “supplemental markets,” which are defined as “cassettes, pay-type CATV, or Pay Television” as well as “In-Flight.” “Cassettes” refer to any audiovisual device designed for replay on a home device, so it would include all home video types from VHS up through DVDs, Blu-Rays and any future technology designed for a similar purpose. Dubbing an English-language program into a non-English language to air on a free television broadcast station which primarily broadcasts in a language other than English is also considered a supplemental market.

The historical standard payment for supplemental markets has been the “tiered formula,” in which a percentage of a certain base amount (as established by the length of the program) is paid once gross receipts from supplemental market distribution has reached certain tiers.

However, a number of optional formulas also exist for payments based on Distributor’s Gross Receipts for sales into specific markets. These formulas include the “Optional Cassette Formula,” the “Optional Basic Cable and In-Flight Formula” and the “Optional Pay TV Formula.”

The finer details of supplemental markets payments are too numerous to list in this toolkit. Please refer to the Local of jurisdiction or to the AFM for additional questions you may have on this topic.



**AMERICAN FEDERATION OF MUSICIANS REPORT FORM
FOR ALL VIDEOTAPE/LIVE TELEVISION/CABLE TV/PUBLIC TV**

RPNo.

Date: _____
 Name of Program: _____
 Title or Show No.: _____
 Guest Stars: _____
 Producer: _____
 Producer's Address: _____

 Network: _____ Station: _____
 Tape Date: _____ Air Date: _____
 Re-use Date: _____ Program Length: _____

ORIGINAL SESSION AFM Local No.: _____
 Recording Date: _____ No. of Musicians: _____
 Recording Studio: _____
 City: _____ State: _____
 Hours of Employment: _____

RE-USE, NEW USE OR OTHER
 Original Report Form No.: _____
 Original Recording Date: _____

Check 1 and only 1 from each of these three columns.

| Payment Type | Medium | Rates |
|--|--|---|
| <input type="checkbox"/> Original Production | <input type="checkbox"/> Videotape (Comm'l Network) | <input type="checkbox"/> Domestic (Nat'l) |
| <input type="checkbox"/> Re-Use | <input type="checkbox"/> Videotape (Comm'l Synd) | <input type="checkbox"/> Foreign |
| <input type="checkbox"/> Supp. Mkt. | <input type="checkbox"/> Cable (Non-Standard Pay TV) | <input type="checkbox"/> Local |
| <input type="checkbox"/> Upgrade | <input type="checkbox"/> Basic Cable | <input type="checkbox"/> Audition |
| <input type="checkbox"/> Excerpt Use | <input type="checkbox"/> TNN | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> New Use | <input type="checkbox"/> Public TV | |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> TV Station I.D.'s | |
| | <input type="checkbox"/> Telethon | |
| | <input type="checkbox"/> Videocassette Release | |
| | <input type="checkbox"/> In-Flight | |
| | <input type="checkbox"/> Other: _____ | |

| Additional Info | Check Here If |
|---|--|
| <input type="checkbox"/> Theme | <input type="checkbox"/> Compilation |
| <input type="checkbox"/> Variety Shows | <input type="checkbox"/> Clip Use |
| <input type="checkbox"/> Other Program: _____ | <input type="checkbox"/> Needle Drop: _____ Hrs. |
| <input type="checkbox"/> Award Show | <input type="checkbox"/> Late Payment Incl. |
| <input type="checkbox"/> Anniversary Show | <input type="checkbox"/> Excerpt Use Bank |
| <input type="checkbox"/> Daytime Serial | <input type="checkbox"/> Act |
| <input type="checkbox"/> Game Show | |

MEMO

SIGNATORY OF RECORD
FOR SESSION PAYMENTS: _____ Address: _____
 Pension Contributions To Be Paid By (if different): _____

FOR ALL OTHER PAYMENTS: _____ Address: _____
 Pension Contributions To Be Paid By (if different): _____
The terms and conditions of the engagement covered by this Report Form include the terms and conditions of the applicable AFM Agreement in effect at the time of such engagement.
 Signatory of Record's Signature: _____ Leader's Signature: _____
 Print Name of Signer: _____ Phone: _____ Leader's Phone: _____

| REHEARSALS/PRE-RECORD/TAPE USE | | | | |
|--------------------------------|-------|--------|-------|------|
| Date | Start | Dism'd | Hours | Span |
| | | | | |
| | | | | |
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PAY SCHEDULE

Air & Min. Reh. \$ _____ Meal Pen.: _____
 Add. Reh./Pre-Rec.: _____ Wrdrbe./Make-up: _____
 Use of Track: _____ Mult. Spon.: _____
 Span: _____ Total Base: _____

| LOCAL UNION NO. CARD NO. | EMPLOYEE'S NAME (As on Social Security Card) | | | HOME ADDRESS (Give Street, City & State) | SOCIAL SECURITY NUMBER | NO. of DBLS | WAGES (1) | PENSION | H&W WHERE APPLICABLE |
|-----------------------------|---|-------|-----------------------------------|---|------------------------|-------------|-----------|---------|----------------------|
| | LAST | FIRST | INIT. (Instrument(s)) (LDR) | | | | CARTAGE | | |
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(1) Insert overscale wages being paid.
 Include all music prep. information on this form or a continuation sheet, with copies of invoices attached.
FOR FUND USE ONLY:

| | |
|-----------------------------|--|
| TOTAL PENSION CONTRIBUTIONS | |
| TOTAL H & W CONTRIBUTIONS | |

AMERICAN FEDERATION OF MUSICIANS REPORT FORM FOR ALL VIDEOTAPE/LIVE TELEVISION/CABLE TV/PUBLIC TV Continuation Sheet

Program Name: _____

Recording Date: _____

Report Form No.: _____

Page: ___ of ___

Leader's Name: _____

| LOCAL UNION NO. ----- CARD NO. | EMPLOYEE'S NAME (As on Social Security Card) | | | HOME ADDRESS (Give Street, City & State) | SOCIAL SECURITY NUMBER | NO. of DBLS | WAGES (1) | PENSION | H&W WHERE APPLICABLE |
|--------------------------------------|---|-------|--------------------------|---|------------------------|-----------------------------|------------------|---------|----------------------|
| | LAST | FIRST | INIT. (Instrument(s)) | | | | ----- CARTAGE | | |
| ----- | | | | | | | ----- | | |
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| | | | | | | TOTAL PENSION CONTRIBUTIONS | | | |
| | | | | | | TOTAL H & W CONTRIBUTIONS | | | |

(1) Insert overscale wages being paid.
Include all music prep. information on this form or a continuation sheet, with copies of invoices attached.
FOR FUND USE ONLY:

NATIONAL PUBLIC TELEVISION AGREEMENT

May 26, 2022 – May 25, 2025

SUMMARY

For the rates provided in **Table 1**, Producer is entitled to one (1) national release consisting of seven consecutive days. Producer may make unlimited use of the program during this release.

For the rates provided in **Table 2**, Producer is entitled to four (4) national releases during the period of three years (five years if the program is a documentary), consisting of seven consecutive days for each release. Producer may make unlimited use of the program during each individual release. Furthermore, Producer has the option of paying an additional 50% **at the time of original employment**, entitling Producer to two (2) additional releases and extending the exhibition period by two years or the option of electing a first release period of (14) consecutive days by paying 15% extra at the time of the original employment. With respect to pledge programs, Producer may elect a release pattern of eight (8) releases over 25 months or four (4) releases over three (3) years (5 years if the program is a documentary). If this pledge release pattern is elected, a ninth (9th) and tenth (10th) release over twenty-five (25) months may be obtained at any time within the twenty-five (25) month cycle for the payment of 25% of the wages set forth in Table 2.

| Air Time w/o rehearsal | Table 1 | | | Table 2 | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | <u>05/26/22</u> | <u>05/26/23</u> | <u>05/26/24</u> | <u>05/26/22</u> | <u>05/26/23</u> | <u>05/26/24</u> |
| One 1/2 hour program | \$157.87 | \$162.61 | \$167.49 | \$210.03 | \$216.33 | \$222.82 |
| One hour program | 203.52 | 209.62 | 215.91 | 271.33 | 279.47 | 287.85 |
| One and 1/2 hour program | 305.16 | 314.31 | 323.74 | 406.91 | 419.12 | 431.69 |
| Programs in excess of one and 1/2 hour for each 15 minutes of such excess | 50.88 | 52.40 | 53.98 | 67.85 | 69.89 | 71.98 |
| Rehearsals - Each 15 minutes or fraction thereof | 15.63 | 16.10 | 16.58 | 20.65 | 21.27 | 21.91 |
| Minimum call on any day may NOT be less than | 157.87 | 162.61 | 167.49 | 210.03 | 216.33 | 222.82 |

Leaders, Contractors and single performers

DOUBLE INSTRUMENTALISTS RATE

Doubling 25% extra of the basic scale for the first double, and 10% extra for each additional double thereafter

Premium Time: After 8 consecutive hours in 1 day: time-and-one-half (1½X);
After midnight: time-and-one-half (1½X); If both, then double time (2X)

| | <u>05/26/22</u> | <u>05/26/23</u> | <u>05/26/24</u> |
|---|----------------------------|-----------------|-----------------|
| Theme Music (3 hr. min.)..... | \$424.07 | \$436.79 | \$449.90 |
| Theme Music - Each additional quarter-hr..... | 35.34 | 36.40 | 37.49 |
| Health & Welfare (per day)..... | 30.00 | 35.00 | * |
| Health & Welfare (5 day max.) | 150.00 | 175.00 | * |
| Radio Simulcasts | 92.11 | 94.88 | 97.72 |
| Pension Fund Contribution..... | 12.1% inclusive of Rehab 2 | | |

* **H&W in Year 3** increases to \$40.00 only if such rate has been previously increased in TV Videotape.

Cartage: The Producer shall pay to the musician for actual cartage, at the following rates, only for those instruments listed below which the Producer orders to be brought to the recording session, except that if the designated instrument is delivered by a Public Carrier, the Producer shall pay the submitted bill of such carrier.

| | |
|---------|--|
| \$50.00 | Harp, harpsichord, timpani, string bass and tuba |
| \$30.00 | Drums, vibraphone, electric guitar, amplifiers, baritone saxophone, bass saxophone, cello, contra bass clarinet and contra bassoon |

Non-Variety Programs: With respect to episodic, dramatic, non-dramatic & documentary series or programs, Producer may elect to utilize the terms and conditions of the Television Film Agreement.

Music Preparation: Arrangers scale is negotiable, but may not be less than Orchestrator scale. Copyist's scale is negotiable, but may not be less than Music Preparation rates. Invoices must be filled out, and all Music Preparation wages should go on the performance report contract form. Otherwise, it will be difficult to collect benefits and residual payments.

Reuses: 75% of total scale, including rehearsal, if paid for under Table 2. (*If paid under Table 1, the upgrade payment is applicable, (for one re-use only)*). Pension 12.1% (No health benefits payment on reuses.)

Any subsequent broadcast cycle utilized for pledge purposes, of eight releases over 25 months, shall be paid at the following percentages:

| | |
|---------------------------------------|--------------------|
| 2 nd Cycle | 50% of total scale |
| 3 rd Cycle | 40% of total scale |
| 4 th Cycle | 35% of total scale |
| 5 th and subsequent cycles | 25% of total scale |

Internet Streaming:

Programs or any portion thereof may be made available on the Internet, mobile devices (such as cell phones or PDAs), and any other new media platform known or similar in nature to those known as of the date of ratification. A percentage of Distributor's Gross is due if the consumer pays. For all other New Media uses, there shall be no additional payment required.

Clip Use: Payment of clip rates entitles the Producer to 6 national releases over 5 years (7 years for documentaries,) or 8 national releases over 25 months for pledge shows. Clips are paid as follows:

| | |
|----------------------|----------------------------|
| 0:20 or less | \$53 per side musician |
| 0:21 – 0:30 | \$66.25 per side musician |
| 0:31 – 0:60 | \$88.50 per side musician |
| 1:01 – 2:00 | \$132.50 per side musician |
| 2:00 – entire number | 85% of show rate |

Pension, doubles, leader and contractor fees must be paid on the clip use payments.

Arrangers and orchestrators shall receive clip fees at the leader/contractor rate.

Copyists, proofreaders and librarians shall receive clip payments at the side musician rate.

If there are more than 20 musicians on a single clip, a 10% discount on the above rate applies.

The amount of music a particular musician plays on across clips from a single program may be aggregated.

Foreign Use:

Default payment is "Distributor's Foreign Gross Formula," requiring 15% of Foreign Residual Base (the initial scale pay) for such program not later than 60 days after first foreign telecast, then up to 2 potential additional 10% of Foreign Residual Base payments when Foreign Gross exceeds certain thresholds depending on program length.

Producer may continue to utilize the "Foreign Area Formula" as well. A payment of 45% of scale pay permits worldwide release. Area-specific payments include 20% for British Isles, 10% for the rest of Europe, 5% for Africa, 5% for Asia, Australia and Oceania, and 5% for Mexico, Central and South America.

"Distributor's Foreign Gross Receipts Formula" may also be utilized for an aggregate payment of 3.6% DGR.

Exhibit C, Section (B) (2) (Time Rates for Orchestrators):

| Year 1 | Year 2 | Year 3 |
|---------|---------|---------|
| \$57.11 | \$58.82 | \$60.58 |

Exhibit C, Section (B) (3) (Page Rates for Orchestrators):

| Exhibit C (B) (3) Page Rates for Orchestrators | Year 1 | Year 2 | Year 3 |
|---|---------------|---------------|---------------|
| (a)(1) incomplete material furnished | \$38.13 | \$39.27 | \$40.45 |
| (a)(2) complete material furnished | \$19.16 | \$19.73 | \$20.32 |
| (b) additional single lines in excess of 10 | \$1.52 | \$1.56 | \$1.61 |
| (c) adding parts, per score page & instrument | \$2.06 | \$2.12 | \$2.19 |
| (d) adding piano parts, per score page | \$3.94 | \$4.06 | \$4.18 |
| (f) taking down a lead from voice | \$41.33 | \$42.57 | \$43.85 |
| (g) piano part, per score page | \$38.13 | \$39.27 | \$40.45 |
| (h) full piano part, etc. | \$70.53 | \$72.65 | \$74.83 |
| (i) scoring page for choral voices, per page | \$16.66 | \$17.16 | \$17.68 |

Exhibit C, Section (C) (2) (Time Rates for Copyists):

| Year 1 | Year 2 | Year 3 |
|---------|---------|---------|
| \$33.77 | \$34.78 | \$35.83 |

Exhibit C, Section (C) (3) (Page Rates for Copying):

| | Year 1 | Year 2 | Year 3 |
|--|---------------|---------------|---------------|
| INSTRUMENTAL PARTS: | B & W | B & W | B & W |
| 1. a. Single stave parts (single notation) | \$6.24 | \$6.43 | \$6.62 |
| b. Single stave parts-chorded | \$12.21 | \$12.58 | \$12.95 |
| 2. a. Double stave parts-chorded (piano, harp, organ, celeste, etc.) | \$12.21 | \$12.58 | \$12.95 |
| b. + vocal cue | \$15.42 | \$15.89 | \$16.36 |
| 3. a. Rhythm piano parts (chord symbols + bass line) | \$10.15 | \$10.46 | \$10.77 |
| b. + vocal cue | \$13.07 | \$13.47 | \$13.87 |
| 4. Piano-vocal (3 staves with lyrics) (Piano cued & Lyric rate) | \$18.26 | \$18.81 | \$19.38 |
| 5. Lead sheet (melody + chord symbols + lyric one set) | \$30.39 | \$31.30 | \$32.24 |

| VOCAL PARTS: | Year 1 | Year 2 | Year 3 |
|---|---------------|---------------|---------------|
| 6. a. Single voice line + lyrics | \$12.21 | \$12.58 | \$12.95 |
| b. Foreign language lyrics – extra per page | \$2.70 | \$2.79 | \$2.87 |
| 7. a. Choir parts with lyrics (1 set) | \$26.26 | \$27.05 | \$27.86 |
| b. Foreign language lyrics – extra per page | \$4.42 | \$4.55 | \$4.69 |

| CONDUCTOR PARTS: | Year 1 | Year 2 | Year 3 |
|---|---------------|---------------|---------------|
| 8. a. Conductor, piano-conductor production, control, etc. (Two staves only) | \$34.25 | \$35.28 | \$36.33 |
| b. Foreign language lyrics – extra page | \$61.65 | \$63.50 | \$65.41 |
| c. Conductor’s lead sheet (single staff) no words or lyrics | \$24.44 | \$25.17 | \$25.93 |

| ADDING LYRICS OR WORDS (per set, per page) | Year 1 | Year 2 | Year 3 |
|---|--------------------|---------------|---------------|
| 9. a. Single staff parts | \$2.91 | \$3.00 | \$3.09 |
| b. Multiple staff parts | \$2.91 | \$3.00 | \$3.09 |
| c. Foreign language | Double Above Rates | | |

| | | | |
|--|-------------------|---------------|---------------|
| 10. NUMBERING BARS (per page) | Year 1 | Year 2 | Year 3 |
| B&W | \$1.39 | \$1.44 | \$1.48 |
| Repro | \$2.79 | \$2.87 | \$2.96 |
| 11. CHORD SYMBOLS (when added, per page) | Year 1 | Year 2 | Year 3 |
| a. Single staff parts B&W | \$2.91 | \$3.00 | \$3.09 |
| Repro | \$5.81 | \$5.99 | \$6.17 |
| b. Multiple staff parts B&W | \$1.50 | \$1.54 | \$1.59 |
| Repro | \$3.01 | \$3.10 | \$3.19 |
| 12. Any part for solo performance | +50% | | |
| 13. Special routines | +50% | | |
| 14. Symphony rate | +50% | | |
| 15. Transposition | +50% | | |
| 16. Master copy for reproduction (all parts not listed) | Double part price | | |
| 17. Time Work | Year 1 | Year 2 | Year 3 |
| a. From 9:00 am to 6:00 pm (Straight time) | \$33.77 | \$34.78 | \$35.83 |
| b. From 6:00 pm to 9:00 am (Time and ½) | \$49.97 | \$51.47 | \$53.01 |
| c. Sundays and holidays | \$67.10 | \$69.11 | \$71.19 |

| | | | |
|--|---------------|---------------|---------------|
| 18. Adding symbols (other than chord symbols) for Electronic Instruments or Devices | Year 1 | Year 2 | Year 3 |
| a. Single staff parts | \$2.91 | \$3.00 | \$3.09 |
| b. Multiple staff parts | \$1.71 | \$1.76 | \$1.81 |

Exhibit C, Section (C) (3) (h) (Proofreading):

| Year 1 | Year 2 | Year 3 |
|---------------|---------------|---------------|
| \$48.66 | \$50.12 | \$51.62 |

Exhibit C, Section (D) (Playing Librarians, per hour, minimum two hours):

| Year 1 | Year 2 | Year 3 |
|---------------|---------------|---------------|
| \$53.55 | \$55.16 | \$56.81 |

Exhibit C, Section (D) (Non-playing Librarians):

| | | | |
|---|---------------|---------------|---------------|
| Non-playing librarians shall receive for their services as librarians a minimum for 2 hours service or less | Year 1 | Year 2 | Year 3 |
| | \$175.08 | \$180.34 | \$185.75 |
| Overtime, above the minimum two hour call, shall be paid for at the rate per hour or fraction thereof | \$58.47 | \$60.22 | \$62.03 |
| Non-playing librarians required to work on day other than day of broadcast, per hour | \$58.47 | \$60.22 | \$62.03 |

Exhibit C, Section (E) (6) (a) (Guaranteed minimum for orchestrator out of town work):

| | | | |
|----------------------|---------------|---------------|---------------|
| | Year 1 | Year 2 | Year 3 |
| Minimum Wage per day | \$301.70 | \$310.76 | \$320.08 |
| Expenses | \$167.74 | \$172.77 | \$177.96 |

Exhibit C, Section (E) (6) (a) (Guaranteed minimum for copyist out of town work):

| | | | |
|----------------------|---------------|---------------|---------------|
| | Year 1 | Year 2 | Year 3 |
| Minimum Wage per day | \$282.73 | \$291.22 | \$299.95 |
| Expenses | \$167.74 | \$172.77 | \$177.96 |