



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

TELEVISION VIDEOTAPE AGREEMENT SIGNATORY PACKET

December 27, 2020 - December 24, 2023

The Television Videotape Agreement covers the production of audiovisual programs in which the work of Musicians is recorded simultaneous to the visual product, as in variety shows, talk shows, award shows, news, and sports.

Overview and Agreement Scope

The AFM Television Videotape Agreement covers “Musicians” (defined as: instrumentalists, leaders, contractors, arrangers, orchestrators, copyists, production musicians and librarians) engaged to produce network television broadcasting or in producing programs for syndication, whether live or recorded for later broadcast. The agreement also contains a side letter covering stylistically similar productions made for Streaming.

The agreement covers productions that are performed live or “as live,” such as news, sports, variety shows, game shows, talk shows and award shows. It does not cover programs of the type traditionally produced under the AFM Basic Television Motion Picture Agreement, which would be programs with a narrative structure and underscoring. However, for historical reasons, the Television Videotape Agreement does cover scoring for daytime serials (soap operas).

The signatory Employer should be the entity which owns and controls the program, usually the producer of the show. This is often distinct 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 Television Videotape 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 17) 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 (the instrumental musician who leads the group in performing). 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-4 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 the first network broadcast of the program. Any subsequent broadcast, whether domestic or foreign, will require an additional payment. More information on residuals can be found later in this packet.

**TELEVISION VIDEOTAPE AGREEMENT
DECEMBER 27TH, 2020 – DECEMBER 24TH, 2023**

LETTER OF ACCEPTANCE

The undersigned Employer has read, understands and voluntarily accepts and adopts the Television Videotape 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 December 27th, 2020, through December 24th, 2023, inclusive, and hereby incorporates such Agreement provisions as its own Television Videotape 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
<p>ACCEPTED BY THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, AFL-CIO</p> <p>SIGNATURE OF AUTHORIZED OFFICER: _____</p> <p>PRINT NAME AND TITLE OF AUTHORIZED OFFICER: _____ _____</p> <p>DATE: _____</p>

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.

**TELEVISION VIDEOTAPE AGREEMENT
DECEMBER 27TH, 2020 – DECEMBER 24TH, 2023**

**SINGLE PROJECT
LETTER OF ACCEPTANCE**

The undersigned Employer has read, understands and voluntarily accepts and adopts the Television Videotape 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 December 27th, 2020, through December 24th, 2023, inclusive, and hereby incorporates such Agreement provisions as its own Television Videotape 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 Adherence is applicable only to

the _____ show.

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
<p>ACCEPTED BY THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, AFL-CIO</p> <p>SIGNATURE OF AUTHORIZED OFFICER: _____</p> <p>PRINT NAME AND TITLE OF AUTHORIZED OFFICER: _____ _____</p> <p>DATE: _____</p>

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

Basic Rates (Air Rate and Minimum Rehearsal Hours)

The minimum scale wage compensation (“Minimum Call”) for Instrumental Musicians under the Videotape Agreement consists of two components: the **air rate** and a minimum number of **rehearsal hours**. These amounts are themselves determined by two factors: the length of the program and how often it airs. While the number of required rehearsal hours will vary, the rehearsal hour rate is consistent across the entire Agreement; it is currently **\$83.40**.

“Strip Variety Shows” air three to five times during a week, the term “strip” referring to the program appearing as a strip in the same timeslot across a weekly programming schedule. Programs that do not air this often (such as weekly programs and one-off specials) are simply referred to as “Variety Programs (other than strips).”

The Agreement covers “Variety Programs (other than strips)” first, so this guide will start there.

Basic Rates for Variety Programs (other than strips):

Program Length	Air Rate	Minimum Rehearsal	Minimum Call
30 minutes	\$115.10	2 hours, same day	\$281.90
60 minutes	\$144.25	4 hours, same day	\$477.85
90 minutes	\$215.30	6 hours, at least 4 on the final day	\$715.70
Beyond 90, for each additional 15 minutes of program length:	Add \$36.00 to above	Add 1 hour to above, remains 4 on final day	

Taking a 90-minute program above as an example, the minimum payment that a musician must receive for appearing on a program of this length consists of the air rate of \$215.30 (which covers 90 minutes of working time, usually the taping period) and six (6) hours of rehearsal paid at the hourly rate of \$83.40 per hour; *four (4) of these rehearsal hours must take place on the final day of taping.*

For example, a guest band appearing on *Saturday Night Live* will generally have a rehearsal on Thursday before the Saturday dress rehearsal and live broadcast. The four-hour final day minimum requires that if the band were not asked to rehearse on Saturday, they would still have to be paid for four hours of rehearsal on that day, in addition to the air rate which covers the show’s taping.

For programs longer than 90 minutes, use the final row of the chart above to determine the proper calculation of required hours and air rate (the scale summary provided within this packet and on the AFM website lists programs longer than 90 minutes, so you can check your math...) A two-hour show would have to add \$36.00 twice to the \$215.30 air rate, yielding a two-hour air rate of \$287.30. This program would also require a minimum of 8 rehearsal hours at a rate of \$83.40 per hour. This results in a minimum call of $\$287.30 + \$83.40 \times 8 = \mathbf{\$954.50}$.

Sometimes a printed minimum call may differ from this internal calculation by a nickel or two; this is caused by rounding issues when wage increases go into effect. *Always use the printed minimum call as a minimum payment for a given program.* Printed minimum calls for programs 90 minutes or shorter indicate that the AFM and Networks have agreed that that is the correct rate. Scale summary rates for programs longer than 90 minutes are always extrapolated from calculations.

Programs that air three or more times per week are called “strip variety shows” and may also be referred to as “other programs” within the Agreement and on the Report Form. While the payment structure is similar, the air rates and minimum rehearsal hours are different. As mentioned above, the rate for rehearsal hours is consistent throughout the contract.

Basic Rates for Strip Variety Shows which air 5 days per week:

Program Length	Air Rate	Minimum Rehearsal	Minimum Call
30 minutes	\$146.75	1 hr. in 3-hr. span	\$230.10
60 minutes	\$175.50	2 hrs. in 4-hr. span	\$342.35
90 minutes	\$263.25	2 hrs. in 5-hr. span	\$430.05
Beyond 90, for each additional 15 minutes of program length:	Add \$43.90 to above		

Basic Rates for Strip Variety Shows which air 4 days per week:

Program Length	Air Rate	Minimum Rehearsal	Minimum Call
30 minutes	\$161.45	1 hr. in 3-hr. span	\$244.80
60 minutes	\$193.95	2 hrs. in 4-hr. span	\$360.75
90 minutes	\$290.60	2 hrs. in 5-hr. span	\$457.40
Beyond 90, for each additional 15 minutes of program length:	Add \$49.85 to above		

Basic Rates for Strip Variety Shows which air 3 days per week:

Program Length	Air Rate	Minimum Rehearsal	Minimum Call
30 minutes	\$180.95	1 hr. in 3-hr. span	\$264.40
60 minutes	\$216.55	2 hrs. in 4-hr. span	\$383.35
90 minutes	\$322.85	2 hrs. in 5-hr. span	\$489.65
Beyond 90, for each additional 15 minutes of program length:	Add \$56.50 to above		

For any strip variety program in which 15 or more musicians are in the orchestra, any 2-hour rehearsal guarantee shall be adjusted to a 1½ -hour rehearsal guarantee.

Additional Rehearsal Conditions

In addition to the rehearsal hour information already provided above, the following conditions apply to rehearsals held prior to the date of broadcast (or, if a program is taped in advance, the date of the completion of videotaping):

There is a minimum call of two (2) hours of rehearsal on a call prior to the final taping date in situations where there is no videotaping or pre-recording. If there is videotaping or pre-recording, then the minimum call is three (3) hours.

On such a prior day, if more than one (1) hour (excluding a meal break) elapses between the end of a session and the start of a second session, such second session shall be a minimum of two (2) consecutive hours,

provided that overtime premiums are not required if the time is not actually worked. This provision does not apply if either of the sessions contains no actual rehearsal but is limited to the use of tapes or records without the orchestra being physically present.

Common 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 7 or more Musicians (including Side Musicians and the Leader), a Contractor is required. When an orchestra consists of 7-14 Musicians, the Contractor may be either playing (meaning they are one of the instrumentalists) or non-playing. In this case, a Playing Contractor shall be paid double Side Musician scale; a Non-Playing Contractor shall be paid 150% of Side Musician scale. When an orchestra consists of 15 or more Musicians, a Non-Playing Contractor is required; that Contractor shall be paid double Side Musician scale.

Any Single Musician performing alone shall also be paid double Side Musician scale. There is an exception for 5-day per week daytime serials which employ a Single Musician, whom shall be paid at a rate of 125% of scale.

Doubling occurs when an instrumentalist switches between instruments during a recording. Generally speaking, an instrumentalist who doubles shall be paid an additional 25% of scale wages for the first such double and an additional 10% for each double beyond the first.

However, for *programs other than strip variety shows*, the doubling calculation is paid according to a fixed formula of rehearsal hours, rather than actual rehearsal hours worked. The fixed formula bases doubles as the above percentages based on the air rate for a program plus two (2) rehearsal hours for each 15 minutes of program length:

Program Length	Fixed Formula	First Double (25%)	Additional Doubles (10%)
30 minutes	Air Rate + 4 hours	\$112.25	\$44.90
60 minutes	Air Rate + 8 hours	\$202.90	\$81.15
90 minutes	Air Rate + 12 hours	\$304.05	\$121.65
120 minutes	Air Rate + 16 hours	\$405.45	\$162.20

Doubling 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 more than one Musician. 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 \$10.00 for the smaller grouping of instruments (timpani, string bass, tuba, drums, amplifiers, baritone saxophone, bass saxophone, cello, contrabass clarinet and contra bassoon) and \$40.00 for the larger grouping (harp and electric piano). 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 8:00 a.m. and midnight. For all work between midnight and 8:00 a.m., the premium rate is also 150%. However, if both premiums are incurred (i.e., work is beyond 8 hours and also after midnight), then the premium rate is 200%.

A 200% premium rate shall also apply on the following holidays in the United States: New Year's Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving and Christmas Day. The Agreement also provides for 200% of scale on the following holidays in Canada: New Year's Day, Good Friday, Labour Day, Dominion Day and Christmas Day. Please note that Canadian productions do not utilize this agreement for network television (that agreement is bargained between the CFM and CBC), so these premiums would only be incurred by American productions taping in Canada.

The additional payment for make-up and/or costuming is \$20.00. Like cartage, this is not a scale wage. In no event shall a Musician be called for make-up or costuming more than one (1) hour prior to rehearsal or recording.

A session, once called, cannot be cancelled or postponed within four (4) days 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.

A **meal break** of at least one (1) hour must be taken before six (6) consecutive hours of work elapses, otherwise a meal penalty shall be paid, equal to two (2) hours at the applicable rehearsal rate (in addition to the straight time rehearsal rate for the time still being worked) for each additional half-hour delay.

A **rest period** or intermission of ten (10) minutes per hour away from the stand shall be given on all engagements. Consecutive rest periods cannot be combined and no rest period can be given within the first 30 minutes of a session, provided that all Musicians are present at the commencement of such a session. A 50% penalty shall be imposed, in 15-minute increments, for rest periods not taken, except in the case of taping live or airing live.

If the Employer requires a Musician to travel out of town, the Employer will reimburse such Musician for all reasonable and necessary travel expenses, including the cost of a hotel if required to stay overnight.

Music Preparation

There are four services covered under the classification of Music Preparation: arranging, orchestrating, copying and librarian work. The work of composing 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.

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 and costuming, 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. Currently, the day rate health & welfare contribution per Musician is **\$35.00**.

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.

Radio Simulcasts

If a program is broadcast simultaneously over radio and television ("simulcast"), the Musicians performing shall receive, in addition to the television payment, **\$29.15** for a half-hour program, **\$38.50** for a one-hour program and, on longer programs, **\$9.35** for each additional half hour.

Incomplete Tracks

An "incomplete track" is a previously recorded sound recording without the vocals utilized on a television performance such that the artist can sing to the backing track (or, a live band in conjunction with the backing track). This may also be referred to as "live to track."

If a self-contained group (i.e., a band that has not hired any additional musicians to perform with them) performs to their own sound recordings, no further payment is required beyond the rates for the television broadcast itself.

If incomplete tracks are utilized in situations not involving a self-contained group, then payments are required. The Musicians whose performances are embodied on the track (including music preparation) must be paid minimum call for the program on which the track is used. In addition, the Musicians who are on site shall be paid an additional two (2) hours of rehearsal for the first incomplete track used and one (1) additional hour for each additional track. These payments to the on-site Musicians are not required if the track is used due to a unique musical sound that cannot be reproduced live in studio.

If a self-contained group performs to an incomplete track that utilizes Musicians who are not in the group, no payments are required to the group, but the Musicians on the track shall still receive minimum call for the program, as in the paragraph above.

Needle Drop and Use of Pre-Recordings in Rehearsals

If pre-recordings are used during rehearsals within the jurisdiction of the Local in which the pre-recordings were made, the Instrumentalists and Leaders on the pre-recordings shall be deemed present at those rehearsals

and shall be paid in accordance with the applicable scale wage and conditions prescribed by the Agreement during such rehearsals.

For each day the pre-recordings are used at rehearsals outside the jurisdiction of the Local where the pre-recordings were made (i.e., a country music artist solicits and pre-recorded track in Nashville and uses that track to rehearse for an award show in Los Angeles), Musicians on the pre-recording shall be paid four (4) hours rehearsal for each day of such usage.

If a commercial sound recording is used in rehearsals in place of the program's orchestra, then the Instrumentalists and Leaders engaged for the program shall be deemed present at those rehearsals and shall be paid in accordance with the applicable scale wage and conditions prescribed by the Agreement during such rehearsals. This is to prevent the use of commercial records to replace live rehearsal musicians.

In lieu of the first paragraph of this section, the Producer may elect to utilize the "Optional Needle Drop Formula" with respect to weekly variety shows and variety specials (but not for "bank acts," covered later). Under this formula, the Producer pays a high hourly recording rate in exchange for the right to utilize that recording during rehearsals. The current hourly rate for a needle drop session is **\$250.45** per hour with a three-hour minimum call. For doubling, payment is fixed regardless of session length; the first double is **\$250.45** and each subsequent double is **\$100.10**.

If an orchestra is used live during the program ("in-studio work"), it must be the same orchestra that did the pre-recording and the orchestra will be paid for in-studio work at the regular program rates. If there is no in-studio work, the needle drop formula will require a minimum of three recording hours per 30 minutes of program length.

Theme Music Sessions

Studio sessions to record theme music are covered under this Agreement. At such a session, up to three (3) minutes of product may be recorded to be used as opening and closing music for a program; no bridges or cues may be recorded.

For a 3-hour minimum call, the Side Musician wage scale for a theme session is currently **\$270.10**. Overtime may be paid in 15-minute increments at a rate of an additional **\$22.50**. Paying for overtime does not increase the amount of finished product allowed. Doubles are paid at the standard percentages under this Agreement: 25% for the first double and 10% for each subsequent double. Leader and Contractors are paid according to the references to those premiums found elsewhere in the Agreement (see page 7 of this toolkit); Single Musicians receive a 25% premium.

Themes may not be recorded for a prime-time series unless Musicians are engaged for each episode of that series.

For the payment of the session rate, theme music may be utilized for 26 weeks on a program that engages Musicians for each episode and, except for prime-time programs, 13 weeks on a program that does not. Theme music may be utilized for 26 weeks on news, commentary, public affairs, and religious shows; theme music for sports programming may be used for the sports season.

For subsequent usage in another broadcast cycle, a re-use payment of **75%** of the session wages is required; this rate was and remains 100% for theme music from any session which took place prior to November 1, 1989.

Payment of 150% of the session fee can be made in order to pre-purchase a 52-week cycle; a re-use fee of 100% of the standard session fee may then be paid for a subsequent 52-week cycle. Theme music in use for five (5) or more such 52-week cycles may pay the re-use at 75%.

Production of generic and umbrella themes is permitted with re-use payable every 13 weeks if no live musicians are employed and every 26 weeks if live musicians are employed for each program. In no case can these themes be utilized for promotional programs without appropriate payments to the Musicians. Also, if generic music used for any other purpose, including as a theme for a program, it shall be paid for in accordance with the terms of the Agreement.

Splitting the Orchestra

The Producer is not permitted to “split” the orchestra, which is to say they shall not engage Musicians in such a separate manner as to avoid paying a certain subset of Musicians in the same manner as the rest (for example, pre-recording the strings so as to not engage those players for the rest of the program).

Splitting the orchestra is only permitted under the following circumstances:

- (1) performances by self-contained groups,
- (2) guest conductors and featured instrumentalists accompanying guest artists,
- (3) orchestras from another city when called upon to perform a single production number,
- (4) instrumentalists engaged to augment the basic orchestra as required by a featured artist, and
- (5) production drummers as defined in Exhibit II of the Agreement.

Run of Show Guarantee

Musicians performing on a weekly variety show series are guaranteed at least a 13-week cycle if they perform on more than two (2) consecutive shows, except for just cause.

For strip variety shows, the requirement for such protection will be one (1) week of shows and the protection will be for 13 weeks. When such shows travel out of town, those who may augment will not be covered and those at home who do not travel are protected when the show returns.

News & Magazine Programs

Music may often be used in conjunction with pieces in news and magazine programs without additional payment to Musicians; such usage is subject to a time limitation of two (2) minutes of total music. Usage beyond two minutes shall require payment to Musicians at the 30-minute variety show rate.

In the event the music is not directly related to the story being covered or is part of the general background, payment will not be required. When the music is part of an event such as a parade or public spectacle, payment will also not be required.

Some special rules apply to the engagement of Musicians on morning shows. In these situations, the premium for work performed before 8:00 a.m. is waived and all morning shows pay at the 60-minute 5-day-per week strip variety show rate, regardless of actual program length.

Bank Acts

Bank acts are performances made for a program other than the one for which the Musician was engaged. For example, if a Musician is engaged for a strip variety show and performs an additional segment intended to be broadcast as part of a later episode, that would be considered a bank act, as the Producer is banking the segment for later use.

Bank acts must be made for a series and cannot be used in a Variety Special show. The Federation shall be given notice of such bank acts and the performances may only be exhibited during programs in which a live orchestra is engaged (i.e., the banked segments cannot be used to avoid hiring Musicians for a later episode).

Musicians performing on a bank act shall be paid for the actual hours worked on such bank act and, in addition, for a three-hour minimum call. Musicians who perform on a bank act shall be paid for the actual hours worked on such bank act and, when exhibited, will additionally receive the air rate for the program, plus an amount to equal the minimum guaranteed rehearsal hours applicable to said program.

Reuse payments for Musicians who perform on a bank act and are not engaged for the program in which the bank act is exhibited, shall be based on the air rate, plus minimum rehearsal hours required for such program. Reuse payments for Arrangers, Orchestrators and Copyists who prepare music for a bank act shall be based on actual wages earned at scale, but in no event, shall an Arranger or Orchestrator receive more than that of the Leader, nor a Copyist receive more than that of an Instrumentalist.

Scoring for Daytime Serials and Game Shows

Scoring sessions for daytime serials and non-musical game shows shall be paid at a 3-hour minimum call rate of **\$303.85**. Overtime is paid on a pro rata basis. Doubles and other premiums are paid in the same manner as in theme music sessions. Up to 15 minutes of music may be recorded at such a session. Payment of overtime does not entitle the Producer to additional final product.

Audition Programs

Producers are permitted to record “audition programs” under the terms of this Agreement; these are programs not intended for broadcast, but intended to be used to solicit sponsors for live shows and to exhibit privately to prospective clients and advertisers for the purpose of selling a show of which the audition program is a sample.

To produce such audition programs, the rates shall be 60% of those required under this Agreement. Public exhibition of the program is not permitted, nor is it permitted to license the program to any other parties.

Non-Prime Time Children’s Variety Shows

Children’s variety programs that air on Saturdays and Sundays prior to 1:00 p.m. may air four times before additional normal reuses are payable, provided that the Musicians are paid 225% of scale up front.

Summer Replacement Programs

Summer replacement programs, produced between April 15 and July 15 of a given year and exhibited during June, July, and August, may be produced at a rate of 80% of the regular variety program rates; however, the reuse percentage payments for reruns shall be based on what *would have been 100% of scale*.

For example, the current 60-minute weekly variety program minimum call is \$477.85. A summer replacement program would therefore carry a minimum call of $\$477.85 \times 80\% = \382.28 . The first reuse of said program would be payable at 75% of \$477.85, not 75% of \$382.28. For more on residuals, please see the next page.

Programs Produced for Foreign Broadcast Only

Programs that are produced only for broadcast outside of the United States and Canada shall be paid at 75% of the basic rates required under this Agreement. No further payment is required for continued broadcast in foreign markets of such programs.

Residuals

Domestic Reuse

Additional payment, based on a sliding percentage of original compensation, is due when a program is rebroadcast in any individual market. These rebroadcasts are referred to as “runs”. When a program is first re-aired in a given market, that constitutes the start of the “second run,” as it is the second time that program has been run in that market. If a program airs a third time in that market, payment is required for the “third run.” This may be true even if the program has aired only once in another television market.

The percentage residual payments for each run are as follows:

75% for the second and third runs,
50% for the fourth, fifth and sixth runs,
10% for the seventh run,
5% for the eighth run and each subsequent run thereafter.

A same-night West Coast rebroadcast of an award show shall pay a residual percentage of 25% instead of 75%. (Language regarding this discount may also be referred to as “one-third of the *applicable reuse rate*,” which would be 25% of original compensation, not 33.3%.)

A lower percentage is required for rebroadcast during the overnight hours (between 2:00 and 6:00 a.m.), called “special replay rates.” These runs are counted separately from the other runs. From the seventh such run and beyond, however, the percentages are the same.

The percentage residual payments for special replays are as follows:

37.5% for the second and third runs,
25% for the fourth, fifth and sixth runs,
10% for the seventh run,
5% for the eighth run and each subsequent run thereafter.

By way of example, say a Musician is paid, for ease of the example, exactly \$400 in scale wages for an appearance on a program. If that program is then rebroadcast at 3:00 a.m., the reuse due to that Musician is 37.5% of \$400, or \$150. At a later date, that program is rebroadcast in the original timeslot. Because the special replay rates are counted separately, this rebroadcast is now the second run and the reuse due to that Musician is 75% of \$400, or \$300.

Reuse payments are capped for music preparation personnel. An arranger or orchestrator shall be paid no more than 150% of the reuse payment made to the Leader and a copyist or librarian shall be paid no more than 150% of the reuse payment made to a non-doubling Side Musician.

Use of Excerpts (“Clips”)

The above reuse provisions are considered for situations when an entire program re-airs. Reuse of individual segments in another program is referred to as “excerpt use,” or more colloquially, “clips.”

The payment required for the use of clips (the “clip fee”) is equal to half of the air rate of the program in which the clip is used. For example, the current air rate for a 60-minute weekly variety show is \$144.25, so the clip fee for using a clip in such an episode would be \$72.13. Doubles do not apply, but premiums should apply for Leaders, Contractors, Orchestrators and Arrangers. The maximum clip fee payable shall be that of a two-hour program.

When excerpts from a strip variety show are utilized in an “anniversary” program, the clip fee shall be that of a 90-minute program.

A Musician is not due a clip fee if they are engaged to perform on the program within which the clip is being utilized.

Please note that complete production numbers are not considered clips and shall be payable at the minimum call for such a program. Further, a “compilation program,” a program composed entirely of clips, is subject to bargaining with the Federation.

Streaming

Payment for usage in new media of programs originally made for broadcast depends on whether the consumer pays for access to such program.

When the consumer pays (“SVOD” or Subscription Video on Demand), the Producer shall pay 1% of distributor’s gross receipts (DGR) to the Film Musicians’ Secondary Markets Fund (FMSMF). For electronic sell-through, the Producer shall pay 1.5% of 20% of DGR for the first 100,000 units and 2.9% of 20% of DGR thereafter.

For free-to-the-consumer streaming (“AVOD” or Advertising Video on Demand), beyond an initial free streaming window, the Musicians shall be paid 2% of their original session wages for each of two 26-week streaming windows. Beyond these two streaming windows, further payment of 1.2% of DGR shall be paid to the FMSMF.

For specific details on free streaming, please see the 2020 MOU.

Foreign Use

For the subsequent broadcast of programs in foreign territories, the Producer has two options under this Agreement.

The new default option (except for award shows and sports) 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, 15% for the British Isles (Area 1), 15% 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). This formula is the default for award shows and sports. The basis of initial compensation is capped at 150% of minimum call for a program 60 minutes or less and 125% of minimum call for a program in excess of 60 minutes.

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.

Further Considerations

Assumption Agreements and Transfer of Rights

When content produced under this Agreement is used in such a way that incurs an additional payment, the obligation to pay the Musicians on the program remains with the Employer unless those obligations are transferred to another party, usually a Licensee or a Buyer.

The Federation offers boilerplate language meant to address the transfer of this obligation, called an “assumption agreement.” In the absence of an assumption agreement, the original signatory company would continue to be liable for subsequent uses, even if that company does not control such uses. This is necessary in instances where, for example, the original production company does not control the broadcast of the content or does not own the copyright.

Late Payment Penalties

All payments to Musicians are due within 15 business days of their services. Reuse payments are due within 30 calendar days of the rebroadcast. Foreign area payments or the first-tier foreign distributor’s gross payments are due within 60 days of foreign broadcast. Subsequent tier payments under the foreign distributor’s gross formula are due within 60 days after such tier has been reached. Failure to make payment in a timely manner is subject to the following late penalty thresholds:

5% on 1st – 5th business day after due date

7 ½% on 6th – 10th business day after due date

10% on 11th– 15th business day after due date

15% on 16th– 30th business day after due date

25% on 31st– 50th business day after due date, with written notice

55% after the 50th business day, with written notice and 10% accruing penalties each 30 days thereafter.

Copies and Lists

At the end of each month, the Producer is required to submit to the Federation a list of all domestic and foreign broadcasts of their programs.



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

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		

(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 of the United States and Canada

AFL-CIO/CLC Affiliated

OFFICE OF THE PRESIDENT
TINO GAGLIARDI
West Coast Office
3220 Winona Avenue
Burbank, CA 91504
(818) 565-3400 • FAX (818) 565-3455
emspd@afm.org

AFM Television Videotape Agreement Buyer's Assumption Agreement

The undersigned, _____,
(insert name of buyer, licensee or distributor)

herein for convenience referred to as the 'Buyer,' hereby agrees with

_____ that all programs covered by
(insert name of Producer)

this Agreement are subject to the AFM Television Videotape Agreement of 2020, hereinafter referred to as the "Videotape Agreement" with respect to the provisions therein, relating to the payment of residuals for the use of such programs in general and in particular to the provisions of Paragraphs 8, 9 and 13 of the Videotape Agreement and the New Media Side Letters thereof relating to payments to the Film Musicians' Secondary Markets Fund ("FMSMF") on the licensing of a program to Supplemental Markets and new media, to make the payments required thereby.

It is expressly understood and agreed that the rights of Buyer to exhibit or license the exhibition of such programs in any market that may require residual payments for use of such programs therein shall be subject to and conditioned upon the applicable payment and corresponding documentation as provided in the Videotape Agreement, and it is agreed that the Federation or the FMSMF shall be entitled to seek injunctive relief and damages against Buyer in the event such payments are not made.

Buyer shall be liable to make the payments described above but only based upon rights actually acquired by Buyer and only for the period it holds such rights.

The undersigned Buyer agrees to keep or have access to complete records showing the income derived from the distribution of the program in any market that may require residual payments for use of such program therein, within the entire territory for which Buyer is granted such rights, and the Federation and/or FMSMF shall have the right at all reasonable times to inspect such records. The undersigned shall give the Federation prompt written notice of the date on which each program covered hereby is released in Supplemental Markets. An inadvertent failure to comply with said requirement of notice shall not constitute a default by the undersigned hereunder, provided such default is cured promptly after notice thereof from the Federation. Nothing herein shall relieve the Buyer from payment or reporting obligations (including those to the Federation) required elsewhere in the Videotape Agreement.

Buyer further agrees that in the event of a sale, transfer, license or assignment of the distribution rights to the covered program, Buyer shall obtain from the purchaser, transferee, licensee or assignee an Assumption Agreement covering the rights disposed of in the form set forth herein, and shall provide an executed copy of such Assumption Agreement to the Federation. Upon delivery of such Assumption Agreement,

Buyer shall not be further liable to the Federation or the FMSMF for the keeping of any records related to or the payments required based upon the rights covered under the Assumption Agreement for the exhibition of the program in any market that may require residual payments for use of such program therein, and both the Federation and the FMSMF agree to look exclusively to the purchaser, transferee, licensee or assignee executing such Assumption Agreement for the keeping of such books or records and for making the payments attributable to the rights acquired. In the event Buyer fails to deliver such Assumption Agreement, it shall continue to be liable for the keeping of records and for the residual payments in connection with the exploitation of the program in markets that may require residual payments for use of such program therein.

NAME OF TELEVISION VIDEOTAPE PROGRAM:

ACCEPTED AND AGREED TO:
BUYER:

ACCEPTED AND AGREED TO:
PRODUCER:

Company Name

Company Name

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Address

Address

Address

Address

Date

Date

ACCEPTED AND AGREED TO:
AMERICAN FEDERATION OF MUSICIANS

Authorized Signature

Print Name and Title

Date

AMERICAN FEDERATION OF MUSICIANS

SUMMARY OF SCALES AND CONDITIONS

TELEVISION VIDEOTAPE AGREEMENT

(Network and Syndicated)

December 27, 2020 – December 24th, 2023

 THE PROPER CURRENT AFM AGREEMENT MUST BE SIGNED BY THE RESPONSIBLE EMPLOYER/ PRODUCER BEFORE ANY SERVICES CAN BE PERFORMED/RENDERED BY MEMBERS OF THE FEDERATION. ALL ENGAGEMENTS MUST BE REPORTED TO THE LOCAL IN WHOSE JURISDICTION THE WORK WILL BE PERFORMED BEFORE CALLING MUSICIANS FOR A SESSION.

THIS IS ONLY A GENERAL SUMMARY OF THE SCALES AND CONDITIONS OF EMPLOYMENT.

WEEKLY VARIETY PROGRAMS, VARIETY SPECIALS

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
½ HOUR SHOW AIR RATE:	110.65	112.85	115.10
(Including 2 hrs. rehearsal, same day):	270.95	276.35	281.90
1 HOUR SHOW AIR RATE:	138.65	141.40	144.25
(Including 4 hrs. rehearsal, same day):	459.30	468.50	477.85
1½ HOUR SHOW AIR RATE:	206.95	211.10	215.30
(Including 6 hrs. rehearsal w/ min. 4 hrs. last day):	687.90	701.65	715.70
2 HOUR SHOW AIR RATE:	276.15	281.70	287.30
(Including 8 hrs. rehearsal w/ min. 4 hrs. last day):	917.35	935.70	954.50
2½ HOUR SHOW AIR RATE:	345.35	352.30	359.30
(Including 10 hrs. rehearsal w/ min. 4 hrs. last day):	1146.85	1169.80	1193.30
3 HOUR SHOW AIR RATE:	414.55	422.90	431.30
(Including 12 hrs. rehearsal w/ min. 4 hrs. last day):	1376.45	1403.90	1432.10
3 1/2 HOUR SHOW AIR RATE:	483.75	493.50	503.30
(Including 14 hrs. rehearsal w/ min. 4 hrs. last day):	1605.85	1638.00	1670.90
Additional air rate per 15 minutes: (Add 1 hr. rehearsal to each 15 min. air rate)	34.60	35.30	36.00
ADDITIONAL REHEARSAL HOURS:	80.15	81.75	83.40
Each 15 minutes or fraction, rehearsal:	20.05	20.45	20.85

DOUBLES (Variety Shows – Fixed Formula listed below x 25% first double and 10% each additional double)

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
½ HOUR SHOW: Air rate plus 4 hrs. rehearsal:			
1 st double	107.85	110.00	112.25
Each additional double	43.15	44.00	44.90
1 HOUR SHOW: Air rate plus 8 hrs. rehearsal:			
1 st double	195.00	198.85	202.90
Each additional double	78.00	79.55	81.15

SUMMARY OF SCALES AND CONDITIONS
 Network & Syndicated Videotape
 December 27, 2020 – December 24, 2023

1½ HOUR SHOW: Air rate plus 12 hrs. rehearsal:			
1 st double	292.20	298.05	304.05
Each additional double	116.90	119.25	121.65
2 HOUR SHOW: Air rate plus 16 hrs. rehearsal:			
1 st double	389.65	397.45	405.45
Each additional double	155.85	159.00	162.20
2½ HOUR SHOW: Air rate plus 20 hrs. rehearsal:			
1 st double	487.10	496.85	506.85
Each additional double	194.85	198.75	202.75
3 HOUR SHOW: Air rate plus 24 hrs. rehearsal:			
1 st double	584.55	596.25	608.25
Each additional double	233.85	238.50	243.30
3½ HOUR SHOW: Air rate plus 28 hrs. rehearsal:			
1 st double	682.00	695.65	709.65
Each additional double	272.80	278.25	283.85

OTHER PROGRAMS, INCLUDING STRIP VARIETY SHOWS BROADCASTING 5, 4, & 3 DAYS PER WEEK

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
<u>REHEARSAL:</u> Per hour	80.15	81.75	83.40
15 minute segments after 1 hr. min. call	20.05	20.45	20.85

Adjust the two hour guaranteed rehearsal to one and one-half (1 ½) hours if fifteen or more musicians are in the Orchestra.

DOUBLES: First double – 25%
 Each additional double – 10% based on:
 ½ HOUR SHOW – air rate plus actual rehearsal up to 4 hours.
 1 HOUR SHOW – air rate plus actual rehearsal up to 8 hours.
 1½ HOUR SHOW – air rate plus actual rehearsal up to 12 hours.

5 DAYS PER WEEK:

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
½ HOUR SHOW AIR RATE:	141.05	143.85	146.75
(Including 1 hr. rehearsal within 3 hr. span):	221.20	225.60	230.10
1 HOUR SHOW AIR RATE:	168.70	172.05	175.50
(Including 2 hrs. rehearsal within 4 hr. span):	329.05	335.65	342.35
1½ HOUR SHOW AIR RATE:	253.05	258.10	263.25
(Including 2 hrs. rehearsal within 5 hr. span):	413.35	421.65	430.05
Additional air rate per 15 min:	42.20	43.05	43.90

4 DAYS PER WEEK:

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
½ HOUR SHOW AIR RATE:	155.20	158.30	161.45
(Including 1 hr. rehearsal within 3 hr. span):	235.35	240.00	244.80
1 HOUR SHOW AIR RATE:	186.40	190.15	193.95
(Including 2 hrs. rehearsal within 4 hr. span):	346.75	353.70	360.75

SUMMARY OF SCALES AND CONDITIONS
 Network & Syndicated Videotape
 December 27, 2020 – December 24, 2023

1½ HOUR SHOW AIR RATE:	279.35	284.95	290.60
(Including 2 hrs. rehearsal within 5 hr. span):	439.65	448.45	457.40
Additional air rate per 15 min:	47.90	48.85	49.85
<u>3 DAYS PER WEEK:</u>	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
½ HOUR SHOW AIR RATE:	173.90	177.40	180.95
(Including 1 hr. rehearsal within 3 hr. span):	254.10	259.20	264.40
1 HOUR SHOW AIR RATE:	208.15	212.30	216.55
(Including 2 hrs. rehearsal within 4 hr. span):	368.50	375.85	383.35
1½ HOUR SHOW AIR RATE:	310.30	316.50	322.85
(Including 2 hrs. rehearsal within 5 hr. span):	470.65	480.05	489.65
Additional air rate per 15 min:	54.30	55.40	56.50

GENERAL INFORMATION ON ALL PROGRAMS

FRINGE BENEFITS: AFM – EP FUND (Pension):12.1% - Effective 8/1/2018
 H & W FUND – 12/27/20: \$30.00 12/26/21: \$30.00 12/25/22: \$35.00
 Per service, per day, per episode

MAKE-UP & COSTUMING: \$20.00

PRODUCTION MUSICIANS: 12/27/20 - \$80.15 12/26/21 - \$81.75 12/25/22 – \$83.40
 Hourly rehearsal rate with 2 hour minimum call, pro rate per ½ hour overtime after minimum call.

MUSIC SOUND CONSULTANT: 12/27/20 - \$80.15 12/26/21 - \$81.75 12/25/22 – \$83.40

<u>RADIO SIMULCASTS:</u>		<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
½ hour program:		29.15	29.15	29.15
1 hour program:		38.50	38.50	38.50
Longer programs: (each additional half hour)		9.35	9.35	9.35

HOLIDAYS: Premium pay of 200% (New Years, Thanksgiving, Memorial Day, Christmas, Labor Day & President’s Day)

CONTRACTORS: 1 – 6 musicians (incl. the Leader) - no contractor required
 7 – 14 musicians (incl. the Leader) - playing 200%
 7-14 musicians (incl. the Leader) - non-playing 150%
 15 musicians & up (incl. the Leader) -non-playing 200%

PREMIUM TIME SPAN: a) For all work performed beyond an eight (8) hour time spread in any day, between the hours of 8:00 AM and 12 midnight, payment shall be at the rate of time and one-half (150%) computed in 15 minute segments.
 b) For all work between 12 midnight and 8:00 AM payment shall be at the rate of time and one-half (150%) computed in 15 minute segments.

SUMMARY OF SCALES AND CONDITIONS

Network & Syndicated Videotape

December 27, 2020 – December 24, 2023

- c) For all work beyond an eight (8) hour time spread on any day between the hours of 12 midnight and 8:00 AM payment shall be the rate of double time (200%) computed in 15 minute segments.

CARTAGE:

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/27/22</u>
Harp, Electric Piano:	40.00	40.00	40.00
Timpani and other Instruments	10.00	10.00	10.00

Whenever Producer requests a musician to bring a heavy instrument to a recording session, Producer shall specify method of transportation either by public carrier or private transportation. Public transportation shall be used if it is the only practicable manner of transportation. Producer shall have the option of designating the public carrier qualified to transport musical instruments. Producer shall pay the cartage bill of the designated carrier. If the musician chooses to use a carrier other than that designated by Producer, the Producer shall not be liable for a cartage bill greater than the rate charged by the designated carrier.

LATE PAYMENT PENALTIES:

Payment is due within 15 business days. The following late penalty schedule shall apply when payment is received:

- 5%..... on 1st – 5th business day after due date
- 7 ½%..... on 6th – 10th business day after due date
- 10%..... on 11th– 15th business day after due date
- 15%..... on 16th– 30th business day after due date
- 25%..... on 31st– 50th business day after due date, with notice
- 55%..... After 50th business day, with notice and 10% accruing penalties each 30 days thereafter.

BANK ACTS:

Under the Agreement we will be notified of all Bank Act sessions; they will be made only for a particular series; there must be a live orchestra on every show where Bank Acts are exhibited (unless waived by the Federation); musicians not working on a show on which Bank Acts are exhibited guaranteed air rate plus minimum rehearsal time and re-use percentage computed on air rate plus minimum rehearsal time. (On one-hour shows this would mean air rate plus 4 hour rehearsal.)

RUN OF SHOW GUARANTEE:

Musicians performing on a weekly variety show series guaranteed at least 13-week cycle if he/she performs on more than two (2) consecutive shows unless he/she fails to appear for a session.

Run of Show Guarantee will now apply to musicians working strip variety shows. The requirement for such protection will be one week of shows and the protection will be for 13 weeks. When such shows travel out to town those who may augment will not be covered and those at home who may not travel are protected when the show returns home.

THEMES:

- a) Restricted to program openings and closings (no bridges or cues). Limitation of 3 minutes of finished product.
- b) Basic scale for side musicians,

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
per 3 hour session:	259.60	264.80	270.10
Overtime per quarter hour:	21.60	22.05	22.50
- c) Themes will not be recorded for prime time series unless musicians are employed for each episode of the series.

SUMMARY OF SCALES AND CONDITIONS

Network & Syndicated Videotape

December 27, 2020 – December 24, 2023

- d) Theme music may be utilized for 26 weeks on a program series engaging live musicians for each episode and, except for primetime programs, 13 weeks when no live musicians are engaged; provided that on a program series in the category of news, commentary, public affairs, and religious shows such theme music may be utilized for 26 weeks, and on sports show series such theme music may be utilized for the particular sports season.
- e) Theme music utilized beyond the cycles outlines in paragraph (d) above will require a 100% repayment to each musician, arranger, orchestrator and copyist involved in the original production. Theme music produced after November 1, 1989 and utilized beyond the cycles outlined above will require a seventy-five percent (75%) repayment to each musician, arranger, orchestrator and copyist involved in the original production. Optional formula for 26 week cycle themes – 150% up front payment = 52 week cycle and 100% of scale for subsequent 52 week cycle. Theme music in use for five or more consecutive 52-week cycles may be renewed thereafter at 75% of scale.
- d) Production of generic and umbrella themes are permitted with re-use payable every 13 weeks if no live musicians are employed and every 26 weeks if live musicians are employed for each program. In no case can these themes be utilized for promotional programs without appropriate payments to the musicians. Also, if used for any other purpose, including as a theme for a program series, it shall be paid for in accordance with the terms of the agreement.

CALLS:

- a) The contractor or leader shall be furnished with a rehearsal schedule at least 24 hours before first rehearsal.
- b) Musicians will be notified prior to first day of rehearsal the starting and finishing time of each day's call.
- c) For specials (i.e. all shows other than strips or weekly series shows) - The starting time of a call for a day of air (live) or the last day of taping may not be changed (i.e., delayed or advanced) after 12 noon of the prior day, if the change is for more than two hours. On all other rehearsal days, no such change of more than two hours may be made prior to 12 noon of the second day.
- d) For all strips and weekly series shows – The starting time of a call for a day of air (live) or the last day of taping may not be changed (i.e. delayed or advanced) after 6:00 PM of the prior day, if the change is for more than two hours. On all other rehearsal days, no such change of more than two hours may be made prior to 6:00 PM of the second prior day.
- e) If more than one hour (excluding a meal period of not more than 1 hour) elapses between the end of any session and the beginning of all following sessions on the same day a minimum of 2 hours will be guaranteed and paid for such latter sessions.

MEAL PERIOD

ONE HOUR MEAL BREAK to be given by the conclusion of the sixth (6th) hour.

PENALTY:

Penalty at the application rehearsal rate as follows:

6 – 6 ½ hours with no meal break = 2 hours at applicable rehearsal rate plus ½ hour at straight time for each add'l. ½ hour delay.

SUMMARY OF SCALES AND CONDITIONS

Network & Syndicated Videotape

December 27, 2020 – December 24, 2023

USE OF INCOMPLETE RECORD TRACKS:

- a) Where self-contained groups appear on a program, phonograph recordings and incomplete tracks of such recording of them may be used by them without restriction or additional payment.
- b) Where incomplete tracks are used in situations not involving self-contained groups, the following payments will be required:
 - (i.) The recording and music prep. musicians who made the original recording, the air rate plus min. guar. rehearsal.
 - (ii.) The “in-studio” orchestra, an add’l. 2 hours’ rehearsal pay for the 1st track used and one add’l. hour for each add’l. track; provided, however, that the add’l. rehearsal pay obligation shall not apply if the unique musical sounds produced by a group cannot effectively be reproduced by the “in-studio” orchestra.
- c) Where a self-contained group uses a track which contains musicians other than the group itself, payments in accordance with (b), above, shall be made except that the group itself shall be treated under (a), above.

ELECTRONIC MULTI-TRACKING:

a) Three hour minimum call:	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
Single musician per hour:	320.80	327.20	333.75
Two or more musicians per hour:	280.70	286.30	292.05

- b) The foregoing rates include all electronic and acoustical doubles and all overdubs.
- c) Variety Programs, Strip Variety Programs and Awards Shows, including themes for these types of programs, are exempted from this provision.
- d) For theme music under this provision the foregoing rates will apply with all other terms and conditions applicable under the theme provisions.
- e) For music scored for daytime serials under this provision there will be a limit of one (1) minute of finished music for each hour of the session subject to the foregoing rates with all other terms and conditions remaining the same.

USE OF PRE-RECORDING ON LOCATION:

Whenever pre-recordings are used on location, members of the orchestra making the pre-recordings will be paid four (4) hours rehearsal pay for each day of such use. The companies are to furnish contractors with the on-location production schedule.

NON-PRIME TIME CHILDREN’S VARIETY SHOWS:

These programs will be restricted to airing on Saturdays and Sundays prior to 1:00 PM and if musicians are paid up-front, 225% of scale, this will permit four exhibitions of the programs before additional normal re-uses are payable.

AUDITION PROGRAMS:

The rates for audition programs shall be sixty percent (60%) of the scale pay set forth in exhibits I, II and III.

Under no circumstances shall the producer exhibit such audition programs publicly on television, in theatres, or in any other manner except privately to prospective clients and advertisers for the purpose of selling a show of which the audition program is a sample.

OPTIONAL NEEDLE DROP PACKAGE:

For weekly variety shows and variety specials (but not for bank acts), Producer may take advantage of the following rates and conditions, provided the local is notified in advance of the call:

SUMMARY OF SCALES AND CONDITIONS

Network & Syndicated Videotape

December 27, 2020 – December 24, 2023

- a) Basic pre-recording session scale: \$240.70 effective 12/27/20, \$245.50 effective 12/26/21, and \$250.45 effective 12/25/22 per hour, three hour minimum. All existing premium pay provisions will apply.
- b) Producer will have unlimited use of these pre-recordings for the program for which they are made.
- c) If an orchestra is used live or being videotaped (in studio work), it must be the same orchestra that did the pre-recording and will be paid for this work at the regular program rates.
- d) If no in-studio work is performed there will be a minimum number of hours of pre-recordings as follows:
 - ½ hour program – 3 hours
 - 1 hour program – 6 hours
 - 1½ hour program – 9 hours
- e) Doubling: \$240.70 effective 12/27/20, \$245.50 effective 12/26/21, and \$250.45 effective 12/25/22 for first double; \$96.25 effective 12/27/20, \$98.15 effective 12/26/21, and \$100.10 effective 12/25/22 for each double thereafter.

USE OF MUSIC IN NEWS AND MAGAZINE PROGRAMS:

- a) Can only be used with the picture with which originally scored.
- b) Total music in any one segment not to exceed 2 minutes. If more than 2 minutes used, the half-hour other program air rate shall be paid to the musicians.
- c) In the event the music is not directly related to the story being covered or is part of the general background, payment will not be required.
- d) When the music is part of an event such as a parade, sport presentation of other public spectacle, payment will also not be required.
- e) The companies must give the Federation prior notice of any recordings scheduled to take place for magazine shows and may not tape complete performances.

USE OF EXCEPTS ("CLIPS"):

- a) Use of excerpts containing music taken from television programs or motion picture films will require a payment, per excerpt, to all rendering a musical service on the original production equal to fifty percent (50%) of the applicable air rate of the program in which the excerpt (clip) is being utilized. There will be a maximum payment equal to the two (2) hour variety show air rate. When a clip features a musician who also renders services on a program there is no payment due for such clips.
- b) When the excerpts (clips) are utilized in a Strip Variety Program "Anniversary Show" the payment will be equal to the one and one-half hour Strip Variety Program air rate.
- c) When the excerpts (clip) consists of a complete production number, the payment shall be that of the minimum guarantee for the program in which the clip is utilized (air rate plus guaranteed rehearsal hours), with a maximum payment equal to a two (2) hour program.
- d) Under the promotional trailer provision, excerpts from prior related programs may be used to promote the new live programs.
- e) If excerpts are used on a local program, then the company will make payment of fifty percent (50%) of the excerpt rates provided for in the National Television Videotape Agreement.
- f) Compilation programs require a separate agreement with the Federation.

SUMMARY OF SCALES AND CONDITIONS

Network & Syndicated Videotape

December 27, 2020 – December 24, 2023

**SUMMER
REPLACEMENT
PROGRAMS:**

- a) Summer replacement shows played over a network, if produced between April 15th and July 15th of each year and exhibited during June, July and August, the wage rates would be eighty percent (80%) of the regular variety show program rates.
- b) If summer replacement programs are rerun at any other time the rerun percentages will be based on the full listed rates of the variety program section of the agreement.

**NON-MUSICAL
GAME SHOWS:**

	<u>12/27/20</u>	<u>12/26/21</u>	<u>12/25/22</u>
Basic 3 hr. session	292.05	297.90	303.85

Limit 15 minutes recorded music for each session. No additional music recorded during overtime. Original session payment = First 13 weeks use. Additional one hundred percent (100%) for each additional 13 weeks use.

RE-USE FORMULAS:

<u>RUN</u>	<u>PERCENTAGE</u>
2 nd	75
3 rd	75
4 th – 6 th	50 each
7 th	10
8 th + each subsequent run	5 each

See Agreement for further specific information.

For programs re-aired
between 2AM-6AM:

<u>RUN</u>	<u>PERCENTAGE</u>
2 nd	37.5
3 rd	37.5
4 th – 6 th	25
7 th	10
8 th + each subsequent run	5

**SPLITTING OF
THE ORCHESTRA:**

Company will not be permitted to split an orchestra except for use of:

- a) Self-contained groups
- b) Guest conductor and featured instrumentalist accompanying guest artist
- c) Orchestras from a city other than that from where the program is being produced when called upon to perform for a single segment production number
- d) Instrumentalists called to augment the basic orchestra as required by program featured artists
- e) Production drummers as defined in Exhibit II, Paragraph B.

**TELEVISION VIDEOTAPE AGREEMENT
EXHIBIT III: MUSIC PREPARATION SERVICES
Rates effective December 25, 2022**

ORCHESTRATORS		
Paragraph #	Rate Description	Price
B. (2)	Time Rate for Orchestrators	\$47.98
B. (3)(a)(i)	Orchestrating an arrangement, per page	\$31.98
B. (3)(a)(ii)	Revoicing a score	\$14.09
B. (3)(b)	For each additional single line part in excess of 10	\$1.22
B. (3)(c)	For adding lines to a score already orchestrated	\$1.57
B. (3)(d)	For adding piano part	\$3.23
B. (3)(e)	Orchestrating part without the score: Combined rate for orchestrating and copying.	
B. (3)(f)	Taking down a lead sheet including symbols	\$8.00
B. (3)(g)	For scoring a 2- or 3-line piano conductor part (per 4-bar unit)	\$14.86 (2 lines), \$19.73 (3 lines)
B. (3)(h)	For scoring for solo piano, harp, etc. (each 4-bar unit, 2 lines)	\$14.86
B. (3)(i)	For scoring choral voices (not more than 4 per page, which may include piano part)	\$13.83
	Each additional voice	\$1.22
COPYISTS		
Paragraph #	Rate Description	Price
C. (2)	Time Rate for Copyists	\$28.80
Page Rates (1)(a)	Single Stave Parts (single notation)	\$5.22
(1)(b)	Single Stave Parts (chorded or divisi)	\$10.47
(2)(a)	Double stave parts, chorded	\$10.47
(2)(b)	+ vocal cue	\$13.09
(3)(a)	Rhythm piano parts	\$8.62
(3)(b)	+ vocal cue	\$11.27
(4)	Piano-vocal (3 staves with lyrics)	\$15.71
(5)	Lead sheet	\$26.10
Vocal Parts (6)(a)	Single voice line & lyrics (one set)	\$10.47
(6)(b)	Foreign language lyrics, extra page	\$2.37
(7)(a)	Choir part with lyrics (one set)	\$22.55
(7)(b)	Foreign language lyrics, extra page	\$3.76

Conductor Parts (8)(a)	Conductor piano, 2 staves only	\$29.37
(8)(b)	Constructing chorded piano or conductor part (when no piano in score)	\$52.92
(8)(c)	Conductor's lead sheet (single staff)	\$20.88
Adding Lyrics (9)(a)	Single staff parts	\$2.63
(9)(b)	Multiple staff parts	\$2.63
(9)(c)	Foreign language: Double above rates	
Numbering Bars (10)	B&W	\$1.10
	Repro	\$2.20
Chord Symbols (11)(a)	Single parts, B&W	\$2.68
	Repro	\$5.37
(11)(b)	Multiple staff parts, B&W	\$1.42
	Repro	\$2.82
(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	
Time Work (17)(a)	From 9 am to 6 pm (straight time)	\$28.82
(17)(b)	From 6 pm to 9 am (time-and-a-half)	\$43.25
(17)(c)	Sundays and holidays (double time)	\$57.65
Adding Symbols for Electronic (18)(a)	Single staff parts	\$2.70
(18)(b)	Multiple staff parts	\$1.48
LIBRARIANS		
Paragraph #	Rate Description	Price
D.	Playing librarians, per hour (min. 2)	\$45.66
	Non-playing librarians, per hour (min. 2)	\$148.92
	Overtime, per hour	\$49.75
	Non-playing librarians required to work on day other than day of broadcast, per hour	\$49.75
GENERAL RULES		
Paragraph #	Rate Description	Price
E. (6)	Work in another city: Rate listed + 25%	
	Orchestrator minimum guarantee, per day	\$140.04
	Copyist minimum guarantee, per day	\$108.19