

## AFM PUBLIC RADIO AGREEMENT

February 1, 2012 – January 31, 2015

American Federation of Musicians  
of the United States and Canada  
1501 Broadway, Suite 600  
New York, NY 10036

1. In consideration of the mutual covenants herein contained and of other good and valuable considerations, the American Federation of Musicians of the United States and Canada (herein called the "Federation") agrees with the undersigned United States Employer upon the terms, conditions, provisions and covenants in the paragraphs below and in the annexed Attachments A, B, C, and D. This agreement relates only to the employment of persons in the classifications covered by this agreement in connection with the production and broadcast of national programs by public radio producers and broadcasters, the broadcast thereof by commercial stations in un-served areas, and the audio transmission thereof in schools and similar places. The performance of services by teachers and students as amateurs and by other persons in similar nonprofessional capacities are excluded from this agreement.
2. (a) The Federation shall exercise full authority in order that its locals and members shall do nothing in derogation of the terms and intent of this agreement.
  - (b) The Employer shall employ only persons in the classifications covered by this agreement for the rendition of musical services for all national programs using live music which are made in the United States.
  - (c) The Employer represents that there does not exist against it any claim of any kind arising out of musical services, and that if any valid claim is found to exist the Employer shall satisfy the same.
3. (a) The Employer shall not require, request, induce, or in any manner attempt to influence any persons in a classification covered by this agreement to play, perform or render services in a manner contrary to this agreement.
  - (b) No conduct or failure to act (with or without knowledge) by the Federation other than a statement in writing signed by a duly authorized officer thereof shall constitute a waiver by it of any provision of this agreement.
4. (a) For services rendered under this agreement, the Employer shall pay at least the minimum rates of pay and shall fully and faithfully perform and observe all other terms and conditions set forth in Attachments A, B, C, and D and in its individual agreements with the persons performing such services.
  - (b) The provisions contained in this agreement shall be deemed to be part of all individual agreements between the Employer and such persons, whether or not written into such individual agreements.
  - (c) The Employer shall enter into individual contracts with persons in classifications covered by this agreement and such contracts shall be on the blank forms not in conflict with this agreement authorized from time to time by the Federation.
5. Should any recording created under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, including but not limited to phonograph records, promos or commercial announcements, or background music for any type of sound or film program, the Employer shall enter into

and comply with all conditions required by the appropriate agreement of the American Federation of Musicians, including but not limited to, the payment of the prevailing wages and allied fringe benefits outlined therein.

6. (a) Following the execution of this agreement, the Employer shall furnish to the Federation, upon its reasonable request, a list of programs containing music made hereunder.

(b) The Employer shall respond directly to requests by the Federation for information relating to the Employer's performance of the terms, conditions and covenants of this agreement and of any individual agreement with a person covered by this agreement. Upon request by the Federation, the Employer shall promptly exhibit to it a copy of any program owned, produced, distributed, used, or the use of which has been permitted by the Employer, and if the right to do so has been purchased or otherwise acquired. The Employer shall also furnish upon request by the Federation copies of any contract of sale, rental or other distribution covering any of such programs except for contracts relating to classroom and similar distribution. The provisions of this paragraph shall survive this agreement.

7. The Employer hereby recognizes the Federation, in respect of the work covered by this agreement, as the exclusive bargaining representative of persons employed by the Employer who perform as musicians, orchestrators, music proofreaders and librarians, copyists and arrangers in connection with the making and broadcasting of programs.

8. The following provisions contained in this paragraph shall apply to services rendered hereunder in the United States and shall be included in, and whether or not so included, shall be deemed a part of all contracts calling for such services between the Employer and persons employed in a classification covered by this agreement:

“Persons who are employees of the Employer on the date of signing of this agreement or on its effective date (whichever is later), who are members of the Federation, shall be continued in their employment by the Employer only so long as they continue their membership in good standing in the Federation. All other employees in a classification covered by this agreement shall on or before the thirtieth day following the commencement of their employment or the effective date of this agreement, whichever is later, become and continue to be members in good standing of the Federation as a condition of their employment.”

The provisions of this paragraph shall not become effective unless permitted by applicable law.

9. (a) As to employees covered by this agreement who are members of the American Federation of Musicians of the United States and Canada, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any applicable law, nothing in this agreement shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians of the United States and Canada as members thereof.

(b) Any employees covered by this agreement shall be free to suspend or terminate their services by reason of any strike, ban or unfair list of the Federation and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons, firms or corporations without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding. The Employer shall not request or require any employee to work in the premises of any person, firm or corporation who is not in good standing with the Federation according to lists published by the Federation in the *International Musician* or to specific notice to the Employer to do or refrain from doing any act unless and until permitted by applicable law.

(c) All present provisions of the bylaws, rules and regulations of the Federation are made part of this

agreement as though fully set forth herein to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any applicable law. No changes in the Federation's bylaws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the provisions hereof. The Employer acknowledges its responsibility to be fully acquainted, now and for the duration of this agreement, with the present contents of the Federation's bylaws, rules and regulations.

10. (a) The following provision shall be included in, and whether or not so included, shall be deemed part of all contracts calling for recording services between the Employer and persons employed under this agreement:

This contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians of the United States and Canada or by a duly authorized agent thereof."

The above provision shall not relate to contracts on official forms prescribed by the Federation which have been entered into in conformity with the provisions of this agreement.

(b) Any contract in existence at the termination of this agreement (whether such termination is caused by expiration, breach, or otherwise), made and entered into by the Employer for the employment of and rendition of services by members of the Federation, or other persons employed in a classification covered by this agreement, shall not impose any obligation on the part of members of the Federation to render further musical services for the Employer on work covered by this agreement unless this agreement is renewed or a new one entered into permitting the same. In the event this contract is not renewed or a new one is not entered into prior to or immediately upon the expiration of this agreement, such members may, at their option, render services to any others without obligation or liability to the Employer.

11 This agreement shall be personal to the Employer and shall not be transferable or assignable by operation of law or otherwise, without the consent in writing of the Federation. Without such consent, the Employer shall not transfer or assign any individual contract (or part thereof) for the performance of services of any member of the Federation or any other person employed in a classification covered by this agreement or give anyone else control over such contract or such services.

Nevertheless, if the foregoing is violated and services are thereafter performed by such members of the Federation, or other person, or if the transferee or assignee does any acts which the Employer is permitted to do under this agreement, the obligations and duties imposed by this agreement shall be binding upon the transferee or assignee.

12. In the event that the Employer shall sell, transfer, assign or otherwise dispose of rights in the programs under this agreement, it shall continue to be responsible for all the obligations and commitments undertaken in this agreement with respect to such programs unless the Federation consents to the assumption of those obligations and commitment by the assignee or transferee, such consent will not be unreasonably withheld. Employer agrees to give notice to the Federation within thirty (30) days after each such sale, assignment or transfer.

13. During the term of this Agreement, and in accordance with the terms of an individual and voluntary written authorization and direction for deduction of work dues, the Employer agrees to deduct from the wages of each employee covered by this Agreement the percentage established as dues by the AFM Local ("Local") in whose jurisdiction the original recording takes place which amount shall be deducted and remitted to the "Local" of the Federation.

Deductions shall be made from each payment of wages to the employee. All money withheld by the Employer shall be remitted to the AFM "Local" along with the appropriate AFM approved B Report Form and the other payments and documentation required to be filed.

14. The Federation, at its option, may terminate this agreement at any time after a transfer or any interest which controls the Employer or in the event that the Employer or any interest which controls it or any subsidiary of either, make or deal with programs covered by this agreement without having in effect a collectively bargained agreement with the Federation covering the same.

15. The parties mutually affirm their policy of non-discrimination. The Employer affirms its policy that no employee shall be discriminated against in employment hereunder, because of race, color, creed, sex, national origin, age or handicap provided the employee is qualified and has the physical ability to perform the work required hereunder. The Federation affirms its policy of non-discrimination with respect to admission to membership and rights of membership.

16. The Employer's right to employ persons under the terms of this agreement shall commence as of February 1, 2012, and shall terminate at midnight on January 31, 2015

**ATTACHMENT A****Minimum Wages and Other Working Conditions****I****Instrumentalists, Leaders and Contractors**

(A) Instrumentalists, leaders and contractors shall be paid at not less than the rates set forth below and the conditions therein set forth shall apply to their employment:

(1) For the wage payments set forth in B1, B2 and B3 below, the Employer is granted the right (a) to make unlimited public and educational broadcast use of the program in the United States and Canada during the period of three (3) years over each station immediately following the first broadcast of the program, five (5) years if the program is a documentary, (herein called "Initial Broadcast Cycle"), and (b) to make unlimited audio transmission use of the program.

(2) If performances covered by this Agreement are compensated under the terms of an existing Master Agreement with a hall, festival, symphony, or presenter at the full AFM National scale, the Employer may have the recording uses permitted by such an Agreement without additional payment, or the Employer may at its election upgrade such payment to the National level.

(3) Provisions regarding the Broadcast use of the program after the Initial Release and/or Initial Broadcast Cycle in the United States and Canada, and abroad, are covered in III (A) and (B) below.

**(B) BASIC RATES:**

**(1) Air Time  
without rehearsal**

	2/1/12	2/1/13	2/1/14
One-half hour program	\$103.20	\$105.52	\$108.16
One-hour program	\$126.53	\$129.38	\$132.61
One and one-half hour program	\$184.79	\$188.95	\$193.67
Programs in excess of one and one-half hours for each 15 minutes of such excess	\$33.62	\$34.38	\$35.24
Rehearsals:			
Each 15 minutes or fraction thereof	\$12.02	\$12.29	\$12.60
Minimum call on any day not less than	\$103.20	\$105.52	\$108.16
Single Musicians	Double Above Rates		
Contractors	Double Above Rates		
Leaders	Double Above Rates		

With regard to the regular extended length programs consisting of multiple free standing segments such as "Performance Today", "Morning Edition" or "All Things Considered" for the purpose of computing scale wages for this type of studio production, each recorded segment within a free standing program segment shall be based on the free standing program segment length as indicated in A I (B) (1). However, in no event will payment for such finished product be less than the one (1) hour program rates.

## (2) Concerts, Festivals, etc.

For the live or post-concert performance broadcast, unlimited releases (broadcast) over three (3) years shall be paid as follows:

2/1/12	2/1/13	2/1/14
\$91.04	\$93.09	\$95.42

per instrumentalist

Extra rehearsals (when required by Employer or someone acting on behalf of the Employer)

2/1/12	2/1/13	2/1/14
\$11.98	\$12.25	\$12.56

Leaders, contractors and single musicians get double rate except that single performers at festivals will receive instrumentalist rate.

Musicians shall be paid no less than the minimum scale paid to chorus members for any opera performance recorded for radio broadcast.

## (3) Segmented Broadcasting of a Previously Recorded Performance:

This section relates and applies to the audio taping of live performances, concerts, and festivals for which the Employer elects to have the initial release in the form of individual "pieces" of that recorded concert with a "piece" defined as a self-standing musical component such as an overture, dance, song, or a movement of a musical work taken from such recorded performance rather than a release of the complete concert.

The basic rate for segmented broadcast shall be as follows:

2/1/12	2/1/13	2/1/14
\$117.89	\$120.54	\$123.55

In the case of Symphony Opera and Ballet Orchestras, excerpts which contain music from programs produced under Attachment A I (B) (2), Concerts, Festivals, etc., of this agreement may be used "as pieces" in a new program produced under this agreement provided that all those rendering musical services for each original production receive an upgrade payment to the amount set forth in Attachment A I(B) (3).

For each additional broadcast release (defined as unlimited broadcasts for seven (7) consecutive days) of a "piece" after the Initial Broadcast Cycle, the Employer or someone acting on behalf of the Employer shall make additional payment to each musician who participated in the original session at the rate of \$22.50 effective 2/1/12, \$23.01 effective 2/1/13 and \$23.59 effective 2/1/14.

**(4) Broadcast of Previously Recorded Performances:**

For each additional broadcast release after the broadcast rights have expired, the Employer or someone acting on behalf of the Employer shall make additional payment for each such broadcast to each musician who participated in the original session at one-third of the regular rate as set forth in B.1 and B.2 above. A broadcast release shall mean unlimited broadcasts for seven (7) consecutive days.

**(5) Recording For The Purpose Of Insuring Technical Quality Of Broadcast Material**

A. The Employer may make one back-up recording (three in the case of Opera) of different performances of the same music solely to insure the availability and technical quality of materials to be broadcast without payment of fees in addition to those payable for a single concert performance; provided, however, that these back-up recordings or any parts thereof, shall never be used for any purpose other than substitution, in whole or in part, for the concert performance for which the concert fee is paid. All musicians who perform on any back-up recordings shall be paid for the broadcast whether or not the back-up recording or any parts thereof are substituted, in whole or in part for the performance for which the concert fee is paid.

B. The Employer may test microphone placement and sound levels for a total of thirty minutes during the last rehearsals (two in the case of symphony and three in the case of opera) before a performance which is to be recorded, or, if there are no additional rehearsals, at the performance immediately preceding a performance to be recorded.

**(6) Theme Music:**

Basic payment of \$238.33 as of 2/1/12; \$243.69 as of 2/1/13; and \$249.78 as of 2/1/14 per three-hour recording session, plus \$19.86 as of 2/1/12; \$20.31 as of 2/1/13 and \$20.82 as of 2/1/14 for each additional quarter-hour thereafter will cover continued use of theme music on programs and series for a three (3) year period irrespective of program length or number of programs for each run of the program for which such theme was produced.

In the case of continuous running programs such as "Performance Today", "Morning Edition" and "All Things Considered" where each program will utilize new production material, use for such theme will be for a period of three (3) years from the date on which the theme is recorded (anniversary date). All theme music utilized beyond the three (3) year cycle will require a one hundred percent (100%) repayment to each musician, arranger, orchestrator and copyist involved in the original production. The anniversary date of the session will determine the three (3) year cycle period.

**(7) Promos:**

No further payment is required for use of an excerpt of up to two-minutes out of any program solely for on-air promotional purposes.

- (8) No payment is required for use of up to five-minutes per half-hour, provided no full piece/tune is utilized, of "live" music on a news or magazine type program (like "All Things Considered" or "Morning Edition") or in documentary programs containing cultural news pieces, criticisms and information features on any NPR programs. If more than five minutes is broadcast or if a full piece/tune is broadcast, musicians will receive the full broadcast rate.
- (9) No further payment is required for use of an excerpt of up to 15 minutes out of any program solely for on-air fundraising two times per year.

**(C) Contractor and Leader:**

(1) If ten (10) or more sidemusicians and leaders are employed for any session a contractor shall be employed in respect of said session. The contractor may be one of the sidemusicians, but in any event the scale for any one person shall not be less than double sidemusician's scale.

(2) For studio tapings a leader must be employed regardless of the number of musicians. Scale for the leader shall not exceed double sidemusician's scale.

**(D) Doubling:**

25% extra of the basic scale for the first double, and 10% extra for each additional double. The following are NOT construed as doubling: Piano and Celeste, when latter is furnished; Drummer's regulation outfit (consisting of Bass drum, Snare drum, Pedal, Cymbals, Gongs, Wood Blocks and Small traps).

**(E) Cartage:**

Actual cartage will be paid at the following rates, except that submitted bills of any public carrier shall be paid when any of these instruments are delivered by such carrier:

	2/1/12	2/1/13	2/1/14
Harp, String Bass, Timpani and Keyboard	\$37.23 each	\$38.07 each	\$39.02 each
Tuba, Drums, Electric Guitar, Amplifiers, Baritone Saxophone, Bass Saxophone, Cello, Contra Bass Clarinet, Contra Bassoon and accordion	\$11.17 each	\$11.42 each	\$11.71 each

**(F) Time Spread:**

The "Time Spread" in any day, for rehearsal and/or recording shall not exceed eight (8) consecutive hours from time called between the hours of 7:00 a.m. and 12:00 Midnight. For all time worked in excess of the respective "Time Spread" in any day (provided such excess time is between the hours 7:00 a.m. and 12:00 Midnight), the pro rata rate plus 50% must be paid for each one-half hour or fraction thereof.

For all time worked between the hours of 12:00 Midnight and 7:00 a.m., the pro rata rate plus 100% must be paid for each one-half hour or fraction thereof.

**(G) Meal Period:**

Any instrumentalist who is required to work more than five (5) consecutive hours without a break of at least one (1) hour shall be paid a penalty of one (1) hour's pay at the applicable rehearsal rate for the first hour plus one-half hour's pay at the straight time rehearsal rate for each additional hour or fraction thereof until the meal break of one hour is given or the musician is dismissed.

**(H) Rest Period:**

Rest periods of not less than ten (10) minutes per hour away from the stand shall be permitted.

(I) The immediately preceding Paragraphs (E) Cartage, (F) Time Spread, (G) Meal Period and (H) Rest Period shall not apply to the "Concerts, Festivals, etc." section provided the primary contract and performance is for a live audience rather than a recorded NPR performance.

**(J) Pre-Recordings and Phonograph Records:**

(1) If pre-recordings which are made by instrumentalists and leaders employed hereunder are used at rehearsals of a program, such instrumentalists and leaders shall be deemed present at such rehearsals and shall be paid in accordance with the applicable scale wage and conditions prescribed by this agreement during such rehearsals while such pre-recordings are in use, without being required to perform other services during such periods.

(2) If a commercial phonograph record is used in the studio at rehearsals of a program, the instrumentalists and leaders employed hereunder for such program shall be deemed present at such rehearsals and shall be paid in accordance with the applicable scale and conditions prescribed by this agreement during such rehearsals while such phonograph records are in use, without being required to perform other services during such period.

**(K) Late Payment Penalty:**

Failure to make any payment on the due dates shall require payment of an additional amount equal to five (5%) percent of the initial amount payable if such payment is made between the 16th and 30th business day (excluding intervening Saturdays, Sundays, and holidays) following the due date. Payments made between the 31st and 60th business day shall require, in lieu of the said additional amount equal to ten (10%) percent of the initial amount payable. Payments made after such 60th business days shall require, in lieu of the said additional ten (10%) percent payment, the payment of an additional amount equal to fifty (50%) percent of the initial amount payable. Such penalty payments shall not be required when Employer's failure or delay in payment results from (i) Employer's failure or delay in furnishing a W-4 form, or (ii) leader's or contractor's failure or delay in furnishing a Form B contract, or (iii) the existence of a bona fide dispute as to the amount due and payable.

**(L) Health and Welfare:**

The Employer will contribute to the lawful Health and Welfare Fund established by a Federation Local \$13.04 (\$13.33 effective 2/1/13 and \$13.66 effective 2/1/14) per day, but in no event shall the Employer contribution exceed \$65.20 (\$66.65 effective 2/1/13 and \$68.30 effective 2/1/14) in any week. For arrangers, orchestrators and copyists, the Employer will contribute \$13.04 (\$13.33 effective 2/1/13 and \$13.66 effective 2/1/14) for each show on which such arranger, orchestrator or copyist is engaged provided that if he is engaged to render services on five or more shows per week, the maximum weekly contribution shall be \$65.20 (\$66.65 effective 2/1/13 and \$68.30 effective 2/1/14) per week. With respect to any such service performed within the jurisdiction of a Federation Local where no such Fund is established, the Employer shall pay such sum to each musician.

**(M) New Devices:**

The "Moog Synthesizer", "Mellatron" and similar instruments shall not be used for the purpose of replacing performances of instrumentalists.

**(N) Webcasting:**

For the wage payments set forth in this Agreement, the Employer is granted the right (a) to simultaneously stream the program (i.e., to stream the program simultaneous to the radio broadcast in each market) only on the public radio website, and (b) to make the program(s) available for archiving or "on-demand" streaming only on the public radio website for a period of three (3) years from the date of the first broadcast or five (5) years if the program is a documentary.

**(O) Satellite Radio Commercial Channels:**

- (1) A program may be broadcast on Satellite Radio commercial channels for the applicable broadcast cycle (3 years – or 5 years if the program is a documentary) without additional payment.
- (2) Broadcasts on Satellite Radio – non-commercial channels shall be covered under B above.

**II**

**Arrangers, Orchestrators and Copyists**

The compensation and other conditions relating to arrangers, orchestrators and copyists shall be set forth in Attachment C annexed, except that if any program is not broadcast after the initial release referred to in I(A)(1), the compensation shall be 75% of such rates.

**III**

**All Classifications**

**(A) Reuse of Programs:**

(1) Following the expiration of the Initial Broadcast Cycle of any program made under I above, broadcast use of the program may be continued in the United States upon the following payment:

For a Second Broadcast Cycle of three (3) years: 100% of the compensation paid.

(2) Arrangers and orchestrators shall receive similar reuse payments based upon actual scale compensation but not in excess of the reuse payment made to the leader computed at leader's scale. Copyists shall receive similar reuse payments based upon actual scale compensation, but not in excess of the reuse payment made to the instrumentalist computed at basic scale.

**(B) Foreign Use of Programs:**

(1) Programs made under this agreement may be used for unlimited non-commercial non-sponsored broadcasts by means of satellite cable, recording or other means now or hereafter developed, outside the United States and Canada, upon radio stations where no admission is charged for the privilege of attending such broadcast, before, during or after transmission over radio, upon payment to each instrumentalist, leader and contractor who performed services in connection with such program of 45% of the scale pay set forth in I(B) above; or said programs may be so broadcast in the following specified areas upon payment to each of the aforesaid persons in the groups above named and the percentages of such scale pay set forth along side each area:

	<u>Foreign Area</u>	<u>Percentage</u>
Area 1	England, Scotland, Wales, Ireland and the Island of Cyprus	20%
Area 2	All European countries including Iceland, but excluding those countries in Area 1	10%
Area 3	The entire continent of Africa and adjacent islands including the Island of Madagascar	5%
Area 4	The continents of Asia and Australia, New Zealand, Japan, the East Indies and all the islands in the Pacific and Indian Oceans (except those adjacent to the continents of Africa, North America and South America)	5%
Area 5	Central America, Mexico, South America, Greenland, the Caribbean Islands and all other islands adjacent to the American continents	5%

(2) Arrangers and orchestrators shall receive the applicable percentage payment for foreign use based upon actual wages earned at scale, but in no event shall such foreign use payment exceed the foreign use payment to the leader computed at leader's scale. Copyists shall receive the applicable percentage payments for foreign use based upon actual wages earned at scale, but in no event shall such foreign use payment exceed the foreign use payment to the instrumentalists computed at scale.

(3) The rates of pay applicable to audio tapes made under this agreement and transmitted by means of satellite, cable recording or other means now or hereafter developed, for broadcast only in the foreign areas set forth above (without limit as to number of transmissions) shall be 75% of the scale pay set forth in Attachment A hereto.

(4) Where excessive rehearsal hours have resulted from mechanical difficulties and/or failure of equipment, the number of rehearsal hours to be included in the scale pay for the purpose of

determining the percentage payments due under this paragraph shall be limited as follows: for a one-half hour program -- a maximum of ten hours; for a one hour program -- a maximum of fifteen hours; for a one and one-half hour or longer program -- a maximum of twenty hours.

**(C) Payment:**

Each and every payment to be made pursuant to this agreement including but not limited to payments of contributions to the American Federation of Musicians and Employers Pension AFM-EP Fund, shall be made through the Local Union of the Federation in the jurisdiction of which the original services were performed unless other arrangements are made by such Local Union. Each such payment shall become due and payable within fifteen (15) days (excluding intervening Saturdays, Sundays and holidays) following the "accrual date" of such payments. The "accrual date" for payments for original performances shall be the date of such original performance. The "accrual date" for the payment of additional payments based on broadcasts following the first period of seven (7) days of broadcast shall be the date of first broadcast in each such subsequent permitted cycle. The "accrual date" for payment of additional payments based on foreign broadcasts shall be the date of first broadcast outside the United States and Canada. The "accrual date" for payments of contributions to the said Pension Fund shall be the same date as the accrual date of the payment on which such contribution is based, provided that the trustees of such Pension Funds may agree with contributors with respect to single monthly payments of such pension contributions.

IV

GRIEVANCE PROCEDURE

- A. A grievance is defined as a dispute over the application or interpretation of the provisions of this Agreement.
- B. Grievances, as defined in paragraph A, shall be resolved according to the following procedure.
  1. Step 1. Grievances shall be presented to the Employer within 45 calendar days after the Federation or its agent knew or reasonably should have known about the facts giving rise to the grievance; provided, however, that the mere fact of a public broadcast beyond the broadcast rights provided for under this Agreement, in and of itself, is not evidence that the Federation or its agent knew or should have known about the facts giving rise to the grievance. A representative of the employer will meet with the Federation or its agent or the employee to discuss the grievance and provide an answer within fifteen (15) calendar days after it is received. If the grievance is presented by an employee in the first instance, the Federation or its agent may be present at the Step 1 meeting (either in person or telephonically), and the employer's written decision will be copied to the employee and the Federation or its agent.
  2. Step 2. If the grievance is not resolved in Step 1, the Federation or its agent shall submit it in writing to the employer within fifteen (15) calendar days of the employer's response under Step 1. The written grievance shall set forth the provisions of the Agreement allegedly violated and the remedy requested. Within fifteen (15) calendar days after receipt of the written grievance, the employer will meet with the Federation or its agent (either in person or telephonically) to discuss the grievance. The employer will furnish the Federation or its agent with a written response to the grievance within ten (10) calendar days after the meeting.
  3. Step 3. If the grievance is not resolved in Step 2, it may be submitted to arbitration by either party. Any demand for arbitration shall be in writing and must be received by the other party within fifteen (15) calendar days after the Employer's written answer to the grievance in Step 2.
- C. The Employer and the Federation or its agent shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. Selection shall be by a flip of a coin and alternate striking.

- D. The authority of the arbitrator shall be limited to making an award relating to the interpretation of, or adherence to, the written provisions of the Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms of provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no authority to decide any other issues. The decision or award of the arbitration shall be final and binding upon all parties.
- E. The fees and expenses of the arbitrator shall be borne by the parties equally.
- F. The time limitations set forth in this Article for submitting the grievance and requesting arbitration shall be mandatory. Failure to follow any of the time limitations as set forth above shall result in the grievance being permanently barred, waived, and forfeited, and the grievance shall not be submitted to arbitration. Failure of the Employer to follow any of the time limitations in this Article shall give Federation or its agent the right to move the grievance to the next step of the grievance procedure. The time limitations provided in this Article may be extended upon mutual written agreement of the parties.

**Attachment B**

**Pension Funds**

1. Employer shall contribute an amount equal to thirteen and one-tenths percent (13.1%) of all earnings of whatever nature covered by this agreement, computed at scale, (1) with respect to services rendered in the United States, to the American Federation of Musicians and Employers Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959; and (2) with respect to services rendered in Canada, to the Musicians Pension Fund (MPF) created pursuant to the agreement and Declaration of Trust, dated April 9, 1962.

It is understood that under the terms of said Trust Agreement the employees (in addition to musicians as therein defined) on behalf of whom contributions to the aforesaid Funds may be made by other employers include the following:

- (i) Full-time employees of the Funds themselves;
- (ii) Full-time office and clerical employees of the Federation and any of its affiliated Locals, and
- (iii) Duly elected officers and representatives of the Federation and any of its affiliated Locals.
2. "The Company agrees to be legally bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers Pension Fund as amended from time to time, which is incorporated by reference into this Agreement."
3. The Employer shall submit such reports in such form as the trustees may reasonably require and the Employer's records shall be subject to such reasonable audit by the Trustees as the Trustee may require.
4. (a) The Employer agrees that it shall furnish to the Federation, simultaneously with its delivery thereof to the Trustees copies of any and all statements submitted to such Trustees as the Trustees under said Trust Indenture.  
(b) The Employer agrees that the Federation shall have the right from time to time, upon reasonable notice to Employer without limitation to the duration of this agreement, and at all reasonable times during business hours, to have the Federation's duly authorized agents examine and audit the Employer's records and accounts concerning all transactions which are subject to payments pursuant to this Attachment "B"; such examination and audit to be made for the purpose of ascertaining what sums, if any, may be due and of verifying any statements made by the Employer pursuant to this Attachment "B". The Employer agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.
5. The Federation and said Trustees, or either of them, may enforce the provisions contained in this Attachment "B".

**Attachment C**  
**Arrangers, Orchestrators, Copyists**

Arrangers, orchestrators and copyists shall be paid not less than the rates set forth below and the conditions set forth shall apply:

**(A) Arrangers:**

- (1) Definition - Arranging is the art of preparing and adapting an already written composition for presentation in other than its original form. An arrangement shall include re-harmonization, paraphrasing, and/or development of a composition so that it fully represents the melodic, harmonic and rhythmic structure and requires no changes or additions.
- (2) Minimum Rates - Since arranging represents highly individual skills, the wages paid for arranging are left to the discretion of the persons doing the work, provided however, the wages shall never be less than provided for in paragraph B.
- (3) Credits - On any program where the leader receives name credit, arrangers and orchestrators performing services on said show shall receive similar name credit.

**(B) Orchestrators:**

- (1) Definition - 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.
- (2) Time Rates for Orchestrators - May be used on adjustments, work at rehearsals, alterations, additions and in other situations where page rates are impractical. The hourly rates for time work shall be \$52.75 as of 2/1/12, \$53.94 as of 2/1/13 and \$55.29 as of 2/1/14.
- (3) Page rates for orchestrators (subject to the rules of paragraph "(B) (4)":
  - (a) For not more than ten parts per score page:
    - (i) Orchestrating an arrangement when incomplete material is furnished, per page \$35.17 as of 2/1/12, \$35.96 as of 2/1/13 and \$36.86 as of 2/1/14.
    - (ii) When complete material is furnished, per page \$17.58 as of 2/1/12, \$17.98 as of 2/1/13 and \$18.43 as of 2/1/14.  
(COMPLETE MATERIAL shall fully represent the melodic, harmonic, and rhythmic structure, and shall require no changes or additions)
  - (b) For each additional single line part in excess of ten parts per score page, \$1.31 as of 2/1/12, \$1.34 as of 2/1/13 and \$1.37 as of 2/1/14.
  - (c) For adding parts to a score already orchestrated (regardless of who the orchestrator was), per instrument, \$ 1.76 as of 2/1/12, \$1.80 as of 2/1/13 and \$1.85 as of 2/1/14.
  - (d) For adding piano part, per score, \$3.55 as of 2/1/12, \$3.63 as of 2/1/13 and \$3.72 as of 2/1/14.
  - (e) Orchestrating the parts (without score), the combined rate for orchestrating and copying.
  - (f) For taking down a lead from voice, instrument or mechanical device, including symbols: text (one line) not to exceed one hour (with overtime units of half-hours), \$38.29 as of 2/1/12, \$39.15 as of 2/1/13 and \$40.13 as of 2/1/14.
  - (g) For scoring a piano part from a lead or melody sheet per piano page \$35.17 as of 2/1/12,

\$35.96 as of 2/1/13 and \$36.86 as of 2/1/14.

- (h) For scoring a two-line or three-line full piano part from an orchestral score (or parts) or for scoring for solo piano, accordion, harp, etc., for individual performances, per piano page, \$65.25 as of 2/1/12, \$66.72 as of 2/1/13 and \$68.39 as of 2/1/14.
  - (i) For scoring page for (choral) voices (a page consisting of four voices, including piano part, four measures per page, with come sopras being paid for) per page, \$15.33 as of 2/1/12, \$15.67 as of 2/1/13 and \$16.06 as of 2/1/14 with payment for additional voices being the same as for additional instruments.
- (4) The following rules shall apply to page rates:
- (a) A score page consists of four measures and shall be computed on the basis of a minimum of ten parts.
  - (b) Double staff and divisi parts shall count as two parts.
  - (c) A pick-up shall be computed as a full measure.
  - (d) Come sopras shall be paid for.
  - (e) Repeats shall not be used within a chorus to reduce the wage paid (but repeats, del segno and the like, which appear in the composition are permissible).
  - (f) The page rates do not include proofreading service.
  - (g) Voice and conductor parts written into a score shall be treated as instrumental parts.
  - (h) The word "piano" shall be deemed to include organ, harp, celeste, harpsichord, accordion, cimbalom, etc., when written on two staves.
- (5) The last page may be paid for on a half-page basis.

**(C) Copyists:**

- (1) Applicability - The minimum rates set forth in this Attachment C shall apply as follows.
- (2) Time rates for copyists - May be used only on pasting, cutting, production lines, and in other situations where page rates are impractical. The hourly rate for time shall be \$31.03 as of 2/1/12, \$31.73 as of 2/1/13 and \$32.52 as of 2/1/14.

## **PAGE RATES FOR COPYING**

Page rates for copyists shall be as follows (subject to the rules set forth in paragraph C (4):

### **INSTRUMENTAL PARTS:**

	2/1/12	2/1/13	2/1/14
1. a. Single stave parts (single rotation)	\$ 5.69	\$5.82	\$ 5.97
b. Single stave – parts chорded	\$11.32	\$11.57	\$11.86
2. a. Double stave parts-chorded (Piano, Harp, Organ, Celeste, etc.)	\$11.32	\$11.57	\$11.86
b. + Vocal Cue	\$14.18	\$14.50	\$14.86
3. a. Rhythm piano parts (chord symbols + bass line)	\$ 9.27	\$9.48	\$ 9.72
b. + Vocal Cue	\$12.15	\$12.42	\$12.73
4. Piano-vocal (3 staves with lyrics)	\$16.88	\$17.26	\$17.69
5. Lead sheet (melody + lyrics one set)	\$28.19	\$28.82	\$29.54
6. a. Single voice (line + lyrics one set)	\$11.32	\$11.57	\$11.86
b. Foreign language lyrics, extra per page	\$ 2.56	\$ 2.62	\$ 2.69
7. a. Choir parts with lyrics (one set)	\$24.33	\$24.88	\$25.50
b. Foreign language lyrics, extra per page	\$ 4.12	\$ 4.21	\$ 4.32

### **CONDUCTOR PARTS**

8. a. Conductor, piano-conductor, production, control, etc. (two staves only)	\$31.61	\$32.32	\$33.13
b. Constructing chорded piano or conductor part (when no piano in score)	\$57.14	\$58.43	\$59.89
c. Conductor's lead sheet (single stave) no words or lyrics	\$22.53	\$23.04	\$23.62

**ADDING LYRICS OR WORDS**

(per set, per page)

	2/1/12	2/1/13	2/1/14
9. a. Single stave parts	\$2.84	\$2.90	\$2.97
b. Multiple stave parts	\$2.84	\$2.90	\$2.97
c. Foreign language	Double Above Rates		

**NUMBERING BARS** (per page)

	2/1/12	2/1/13	2/1/14
10. B &W	\$1.26	\$1.29	\$1.32
Repro	\$2.31	\$2.36	\$2.42

**CHORD SYMBOLS**

(when added, per page)

11. a. Single stave parts B &W	\$2.84	\$2.90	\$2.97
Repro	\$5.59	\$5.72	\$5.86
b. Multiple stave parts B &W	\$1.42	\$1.45	\$1.49
Repro	\$2.91	\$2.98	\$3.05
12. Any part for solo performance	+50%		
13. Special Routines	+50%		
14. Symphony Rate	+50%		
15. Transposition	+50%		
16. Master copy of reproduction (all parts not listed)	Double Part Price		

**TIME WORK**

	2/1/12	2/1/13	2/1/14
17. a. From 9:00 am to 6:00 pm	\$31.03	\$31.73	\$32.52
b. From 6:00 pm to 9:00 am (time and 1/2)	\$46.55	\$47.60	\$48.78
c. Sundays and holidays (double time)	\$62.06	\$63.46	\$65.04

**ADDING SYMBOLS**

(other than chord symbols) for Electronic Instruments or Devices

18. a. Single stave parts	\$2.84	\$2.90	\$2.97
b. Multiple stave parts	\$1.54	\$1.57	\$1.61

## (3) The following rules shall apply to Page Rates:

- (a) For duplicating orchestra and band scores (note for note), the minimum rate shall be one-half of the orchestrating rate for scoring same.
- (b) For remaking a score from regular parts, the minimum rate shall be one-third of the orchestrating rate for scoring same.
- (c) Modulations, new introductions, ending and interpolations from piano shall be paid for at orchestrating rates.
- (d) Symphony, opera, cantata, ballet or any other standard or classical music (copies, transcriptions, extractions) shall be paid for at one-half more than the rates listed.
- (e) Special routine work (writing only) where two or more scores or orchestral parts must be used or referred to in extracting the parts shall be paid for at fifty (50%) percent more than the rates listed, provided, however, that no extra charge shall be made for transposition.
- (f) The contracting copyist shall be designated as a supervisor copyist and he shall be paid for his services 25% more than the listed rates for the work with respect to which he acts (including copying done by him) when the services of more than one copyist are necessary to complete the work assignment.
- (g) When two or more copyists are required to split scores for the convenience of the Employer, each copyist shall be paid at page and half-page rates for the section copied by him, but not less than the applicable hourly rate.
- (h) Rates for copying do not include any proofreading services. Proofreading if required by the Employer, shall be paid for at the rate of \$45.07 as of 2/1/12, \$46.08 as of 2/1/13 and \$47.23 as of 2/1/14 per hour with no minimum call to be applicable to such rate.
  - (i) Divisi parts will be paid for on a pro rata basis.
  - (j) Editing shall be paid for at the copying rate plus 50%.
  - (k) Rates shall be computed on the basis of ten stave paper except that parts requiring three or more braced staves shall be written on twelve staves paper, unless impractical.
  - (l) Rates shall be computed on page and half-page rates except that the first page shall be paid in full rather than pro-rated.
  - (m) An average of four measures per stave shall be secured, if possible, and two staves of the first page (or any following pages, if necessary) shall be used for titles or other written items.
- (n) The copyist who prepared the original part shall be paid the listed rate for any reproductions thereof by any mechanical means whatsoever except where a master copy was previously paid for at the rate listed.

- (o) All paper and necessary working material shall be supplied by the Employer or furnished by the copyist at cost.
- (p) Transposition of all parts shall be paid for at fifty (50%) percent more than the listed rates.
- (q) Use of rehearsal letters every two, three or four measures or to circumvent payment for numbering shall not be deemed normal use.

**(D) Librarians:**

Librarians required to do arranging, orchestrating and/or copying music shall be paid page rate respectively for such arranging, orchestrating and/or copying, in addition to their regular salary.

For all hours worked between 12:00 Midnight and 7:00 A.M., 50% additional to the classified rate shall be paid.

Playing librarians shall receive for their services as librarians \$\$49.55 as of 2/1/12, \$50.66 as of 2/1/13 and \$51.93 as of 2/1/14.

Non-playing librarians shall receive for their services as librarians a minimum for two hours service or less \$161.74 as of 2/1/12, \$165.38 as of 2/1/13 and \$169.51 as of 2/1/14.

Overtime, above the minimum two-hour call, shall be paid for at rate per hour or fraction thereof \$54.06 as of 2/1/12, \$55.28 as of 2/1/13 and \$56.66 as of 2/1/14.

Non-playing librarians required to work on day other than day of broadcast, per hour \$54.06 as of 2/1/12, \$55.28 as of 2/1/13 and \$56.66 as of 2/1/14.

**(E) General rules applicable to Arrangers, Orchestrators and Copyists:**

(1) The Arranger or Orchestrator shall deliver to the Copyists a full score. A full score is a visual representation of parts to be performed by instruments and/or voice of a musical ensemble systematically placed on a series of staves, one above the other, and in which no other than two instruments are combined on a single staff. Abbreviations by come sopra and/or col indications within the same score may be used.

(2) Arrangements, orchestrations and parts previously made for a use other than on taped radio programs shall be paid for hereunder when first used for a taped radio program produced under Attachment A I (B) (1) at the rates indicated under Attachment C, (A) Arranger, (B) Orchestrators, (C) Copyists and (D) Librarians. In the case of arrangements, orchestrations and copied parts previously made for a use other than on taped radio programs and subsequently used in the production of programs under Attachment A I B (2), each arranger and orchestrator shall be paid for at two (2) times the leader's scale and copyist and librarian shall be paid three (3) times the basic sidemusician scale. Arrangements, orchestrations and parts made initially for taped radio programs shall not be used in any other field either by the Employer or with its authorization unless the rate applicable to such other purposes is paid.

(3) Arrangers, Orchestrators and Copyists shall stamp the first and last pages of all arrangements and scores and the first page of all parts with their official, union stamp. Card number, local and year must be written on deshon master copy.

(4) Minimum pay for any job assignment shall be no less than the equivalent of a four (4) hour call at the applicable hourly rate.

(5) Orchestrators and Copyists shall receive the following premium rates:

- (a) For work from 6:00 p.m. to 9:00 a.m., the listed rate plus one-half.
- (b) For work performed on the same job at any time following a call back less than eight hours after prior dismissal during premium pay hours, the listed rate plus one-half.
- (c) For work in excess of eight hours in one day, the listed rate plus one-half.
- (d) For work in the U.S. on Sundays and the following holidays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, double the listed rate.

(6) (a) If the Employer requests an orchestrator or copyist to work in a city other than the one in which he resides or in his normal working environs, in which he is customarily employed, such work shall be paid for at the listed rate plus twenty-five percent (+25%). In the case of an orchestrator, the Employer shall guarantee a minimum of \$279.42 as of 2/1/12, \$285.71 as of 2/1/13 and \$292.85 as of 2/1/14 plus \$155.39 as of 2/1/12, \$158.89 as of 2/1/13 and \$162.86 as of 2/1/14 for personal expenses.

In the case of a copyist, the Employer shall guarantee a minimum of \$262.30 as of 2/1/12, \$268.20 as of 2/1/13 and \$274.91 as of 2/1/14 plus \$155.39 as of 2/1/12, \$158.89 as of 2/1/13 and \$162.86 as of 2/1/14.

(b) Round-trip first-class transportation, with sleeper for overnight travel, shall be furnished by the Employer. Airplane coach is considered first-class transportation.

(7) Payments for music preparation are due not later than twenty-one working days following submission of W-4 forms and bills for services rendered. If payment is made more than twenty-one but not more than sixty working days after it is due, a five percent (5%) penalty must be paid. If payment is made more than sixty (60) working days after it is due, a ten percent (10%) penalty, in lieu of 5% penalty, must be paid. The foregoing penalties are inapplicable if the failure to make payment within the periods set forth above is the result of a bona fide dispute as to the right to, or amount of, compensation.