



# American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

RAYMOND M. HAIR, JR.  
OFFICE OF THE PRESIDENT  
1501 Broadway, Ninth Floor  
New York, NY 10036

## COMMERCIAL ANNOUNCEMENTS AGREEMENT SIGNATORY PACKET

December 5, 2019 - March 31, 2020 (Indefinitely Extended)

**The Commercial Announcements Agreement covers the recording of audio tracks, as well as on-camera work by musicians, for use in content produced for the purpose of advertising a product or service.**

### **Overview and Agreement Scope**

The AFM Commercial Announcements Agreement (CAA) covers “Musicians” (defined as: instrumentalists, leaders, contractors, conductors, arrangers, orchestrators, music proofreaders, librarians, copyists, sideline (on-camera) musicians, and any person who, in exercising musical skills, utilizes a synthesizer or other electronic device to produce music) in connection with the recording of music tracks in the United States to be used in the production of commercial announcements.

Commercial announcements include advertisements in media such as television, radio, Internet and non-broadcast locations such as in movie theatres, kiosks and sports stadiums. Musicians are paid for both their “session work,” in-studio time spent to record the music tracks, as well as for “cycles,” actual usage of the tracks in a commercial in a given medium.

The signatory Employer should be the entity which controls the selection and broadcast of usage cycles and patterns, usually the advertising agency, but occasionally the product itself. Production companies can cover session work, but in that case should sign an assumption agreement to transfer the rights for future cycle payments.

## **Project Checklist**

As an Employer looking to record music for a commercial campaign, 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 future use of the commercial. 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 CAA 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 your company full signatory status to the CAA. To cover only one individual commercial project, 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 advertiser and product.
- ☐ **Collect Paperwork:** 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 recording session,** 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-6 Report Form (available on page 12) including the calculation of wages and benefits. Assistance on this can be found later in the packet. The B-6 should be signed by both you (the Signatory of Record) as well as the Leader. It is important these signatures be included to confirm that the Leader has looked over the document to ensure that the hours and wages are reported correctly.
- ☐ **File a Copy of the B-6 with the Local:** A copy of the B-6 Report Form should be filed with the Local of jurisdiction as soon as possible. This way, the Local is aware that payment is due and can assist in catching any errors before it's too late.
- ☐ **Submit the B-6 to Payroll:** The session report is sufficient as an invoice for payment. Once complete, the B-6 session report should be sent to payroll so checks can be issued in a timely manner and filed with the applicable Local. Musicians must be paid within 15 business days of the session. A copy of the B-6 should also be filed with the AFM and Employers' Pension Fund. You should also retain a copy for your own records.
- ☐ **Handle Cycle Payments as Required:** Usage of the commercial in any medium requires a “cycle” payment and payments for such cycles are also due to Musicians within 15 business days of the start of said cycle. More information on cycles can be found later in this packet.

**COMMERCIAL ANNOUNCEMENTS AGREEMENT**  
**(JUNE 5, 2014 THROUGH JUNE 4, 2017)**

**EXTENDED THROUGH MARCH 31, 2020**  
**EXTENDED THROUGH AND INCLUDING JUNE 29, 2020**  
**EXTENDED INDEFINITELY**

**LETTER OF ACCEPTANCE**

The undersigned Employer, a party signatory to the **June 5, 2014 through June 4, 2017 COMMERCIAL ANNOUNCEMENTS AGREEMENT and/ or SUMMARY** of the American Federation of Musicians of the United States and Canada, AFL-CIO, extended through and including December 4, 2019, and extended through and including March 31, 2020, **herby agrees that all terms and conditions of that agreement and its extensions will remain in full force through and including June 29, 2020.** Whenever the term "Employer" is used in the Commercial 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: \_\_\_\_\_

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

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

**COMMERCIAL ANNOUNCEMENTS AGREEMENT**  
**(JUNE 5, 2014 THROUGH JUNE 4, 2017)**

**EXTENDED THROUGH MARCH 31, 2020**  
**EXTENDED THROUGH AND INCLUDING JUNE 29, 2020**  
**EXTENDED INDEFINITELY**

***SINGLE PROJECT LETTER OF ACCEPTANCE***

The undersigned Employer agrees that the Project Title identified below will be governed by the terms and conditions set forth in the Commercial Announcements Agreement of the American Federation of Musicians ("AFM") and The Joint Policy Committee, LLC ("JPC") in effect as of June 5, 2014, and as extended from time to time through and including June 29, 2020. Whenever the term "Employer" is used in the Commercial Announcements Agreement, said term shall refer and be applicable to the undersigned Employer.

PROJECT TITLE: \_\_\_\_\_ PROJECT RECORDING DATE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_  
(Print Company Name)

PRINT NAME AND TITLE  
OF AUTHORIZED OFFICER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICER: \_\_\_\_\_

ADDRESS OF EMPLOYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYER: (\_\_\_\_\_) (\_\_\_\_\_) (\_\_\_\_\_) \_\_\_\_\_  
(Phone) (Fax)

DATE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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

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## Original Sessions

### *Standard Recording Rates*

For a recording session, there shall be a minimum call session length of one (1) hour, during which no more than three (3) music tracks may be recorded, the total length of which may not exceed three (3) minutes in the aggregate. Only commercials advertising the products of a single advertiser may be made during any one session. Any overtime must be continuous, during which one additional one-minute music track may be recorded for each 20 minutes of such overtime.

Currently, the basic scale wage for an instrumentalist (called a “Side Musician”) for a minimum call session is **\$133.01**. Each 20 minutes of overtime shall pay an additional one-third of the one-hour session fee (**\$44.34**).

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

**Doubling** occurs when an instrumentalist switches between instruments during a recording. An instrumentalist who doubles shall be paid not less than an additional 30% of scale wages for the first such double and an additional 15% for each double beyond the first.

However, this is not the same as performing **multiple parts** (or “overdubbing”), which is recording one instrumental part, then recording another instrumental part over that same part, such that the tracks are layered in a way that could only have been performed in real time by two Musicians. If a Musician performs multiple parts, they shall be paid the total of all payments which would otherwise have been payable had separate Musicians been used for those parts. These parts shall be listed as separate lines on the B-6 Report Form and each part is subject to re-use payments. The performance of multiple parts is common in the industry.

If the Musician is required to bring heavy instruments (or, three or more 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 \$25.00 for the smaller grouping of instruments (tuba, all drums, all amps, baritone sax, bass sax, cello, accordion, cordovox and contra-bass clarinet) and \$50.00 for the larger grouping (harp, keyboard, timpani, string bass, marimba, chimes and vibraphone).

**Premium time** of 200% base scale shall be paid for all work performed (i) between midnight and 8:00 a.m., (ii) on Sundays, and (iii) on the following holidays (on the date federally observed): New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

A session, once called, cannot be cancelled or postponed without the consent of the Office of the President of the Federation.

With regards to **public service announcements** (a commercial which is intended to serve the public interest and which is furnished to stations for broadcast in time donated by the stations), the Employer must give 10 days’ notice to the Federation, containing sufficient information for the Federation to confirm that such announcement is a PSA. All Musicians recording for a PSA shall be paid the appropriate base scale wage for the session, but acceptance of such employment shall be deemed to constitute a waiver of re-use payments for the life of the PSA.

### ***Sideline Musicians (On-Camera Work)***

Musicians who appear on camera in the filming of a commercial announcement shall be paid the **sidelining scale** of **\$224.81**. The sidelining work day is defined as an 8-hour minimum call. The standard Leader and Contractor requirements also apply, however a Single Musician performing alone shall receive a scale wage of **\$261.40** rather than double scale. Beyond 8 hours, overtime is paid at time-and-one-half, in 15-minute increments.

In the event that audio is captured from the performance of a Sideline Musician, they shall be paid not less than one recording session in addition to the applicable sideline scale, with the exception of “leak throughs” (which is recording of Sideline Musicians not intended for direct recording). If a Sideline Musician is required to “pre-score” their part, such that they mime to the recording during their on-camera performance, such recording shall be paid for at the recording scale for not less than the one-hour minimum call in addition to the applicable sideline scale.

As with the Standard Recording Rates, **doubling** pays an additional 30% for the first double and an additional 15% for each subsequent double performed in the process of sidelining.

For usage payment cycles, Sideline Musicians are entitled to the same use and re-use payments as instrumentalists on audio recording sessions.

Other provisions for Sideline Musicians track those that the Federation has bargained in its Film agreements.

### ***Music Preparation***

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

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

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

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

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

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

Arrangers may negotiate their own rates, as the skill is highly specialized, but in no case shall such a rate be less than the calculated scale rate for orchestration. Arrangers and orchestrators may also not be paid less than Leader/Contractor scale for a session. Copyists and Librarians may not be paid less than Side Musician scale.

On cycle payments, arrangers and orchestrators shall be paid the same as Leaders; copyists and librarians shall be paid the same as Side Musicians.

## *Claiming Spots*

When you look at the B-6 report form, you will notice towards the upper left a section that asks for “Lowest Number of Reported Hours Worked” as well as “Number of Announcements Claimed”.

For every 20 minutes of session time in an original session, you are allowed to “claim” one (1) commercial announcement spot, which must then be listed in the grid below, to a maximum of eight (8). This means that for a minimum call one-hour session, three (3) spots may be claimed.

The maximum number of announcements that can be claimed on an individual session report must comport with the lowest number of hours worked by any single Musician on the report. If five musicians worked for two hours, but a sixth musician only worked for 1:20, then a maximum of four (4) spots can be claimed on the session.

For Music Preparation minimums, an Employer may claim up to three (3) spots on a session report. If more than three (3) spots must be claimed, Music Preparation personnel shall receive additional payments equivalent to the overtime paid to Musicians (either at double or single scale, depending on the service).

A single payment for the initial use cycle in television and radio (see page 9) covers the first cycle of all spots claimed on the session report.

## *Pension Contributions*

For all scale wage payments made under this Agreement, the Employer shall contribute an amount equal to 18.15% of those scale wages to the American Federation of Musicians and Employer’s Pension Fund.

## *Health & Welfare Contributions*

Health and welfare contributions are required on all payments made under the CAA, including residuals, at a rate of 6% of scale wages.

For original session work, there is an additional day rate of \$26.00 that is added to the 6% contribution for each Musician, up to a maximum of two such \$26.00 payments on a given session. If a Musician performs three or more parts, as defined earlier under “multiple parts,” the third and each subsequent line on the report would not be subject to the \$26.00 payment.

For example, a Musician appears as a Leader and Orchestrator on a contract and, as an instrumentalist, plays piano and guitar, that Musician will appear on three lines on the session report: the first as Leader/Piano, the second as the guitarist and the third as the Orchestrator. Minimum call scale wages for these lines would be \$266.02, \$133.01 and \$266.02 respectively. The health contributions per line would be paid as follows:

Leader/Piano =  $(\$266.02 \times 6\%) + \$26.00 = \$15.96 + \$26.00 = \mathbf{\$41.96}$

Guitar =  $(\$133.01 \times 6\%) + \$26.00 = \$7.98 + \$26.00 = \mathbf{\$33.98}$

Orchestrator =  $(\$266.02 \times 6\%) = \mathbf{\$15.96}$

Note that, regardless of what order you list the lines in, the Musician’s total contributions will come to the same sum, though it is standard to list Leader and Contractor first, then Side Musicians, then Music Preparation.

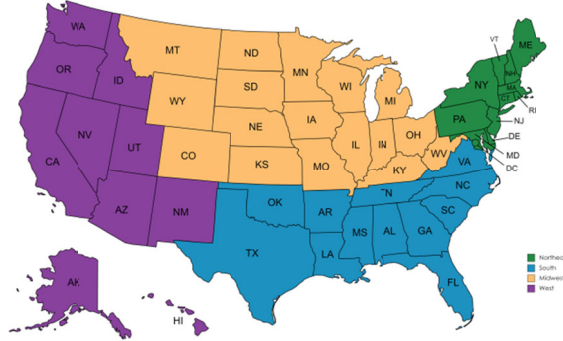
For Musicians who are members of either Local 802 New York or Local 47 Los Angeles, health contributions should be made payable to their respective health funds. If they are not members of either Local, health contributions should be paid to the Musician as an additional, non-pensionable wage.

## **Regional and Local Commercials**

In the event that a session is called for a Regional Commercial Announcement or Local Commercial Announcement, Musicians must be notified of the option selected at the time of the session call. Unlimited copy and video changes within the basic framework of the original commercial shall be permitted under these parameters.

### ***Regional for National Advertisers***

A regional commercial announcement is an advertisement for a product or service that is broadcast within one of the market areas defined in the map below (Northeast, South, Midwest and West). These regions exclude the metropolitan areas of New York, Los Angeles and Chicago, which count as their own regions as a separate grouping.



If the Musician accepts the call, the session fee shall be 200% of the applicable standard session fee, however, this fee also includes 13 weeks of unlimited use of the commercial in one medium. 13-week re-use cycles are paid at 100% of the applicable standard session fees.

While this may look more expensive than the standard rates at first, keep in mind that these spots allow unlimited changes to the copy and video.

### ***Regional for Regional Advertisers***

For regional advertisers, the regional areas include the metropolitan areas (so Los Angeles is in the West region). Session fees are the same as for national commercials, except (i) if three versions of the same arrangement are recorded (e.g. a 60-second, 30-second and 10-second version), it shall be deemed that three spots have been recorded, however, applicable payment shall be for only one commercial and (ii) if three versions of the same composition are recorded in different arrangements (e.g. a rock version, a country version and a pop version), it shall be deemed that three spots have been recorded.

### ***Local for National Advertisers***

A local commercial announcement is one broadcast within a single television market, excluding New York, Los Angeles and Chicago. A basic session fee covers music recorded for two spots in one medium (TV or radio) and one year of unlimited use. Subsequent years pay an additional 100% of the basic session fee.

### ***Local for Local Advertisers***

AFM Local Unions are permitted to establish the base scale for local commercial announcements by local advertisers. Such one-hour session fees shall include three commercials and covers 18 months of use in one medium.



## **Usage Cycles**

### ***Initial Use on Television and Radio***

For the payment of an “**initial use**” fee, a commercial may be aired on either television or radio for a **13-week cycle**. In this instance, the initial use fee covers all of the spots that were claimed on the session report. All other cycle payments are paid per spot. Currently, the initial use fee for a side musician without doubles is **\$37.69**. As with session payments, Leaders, Contractors, Single Musicians performing alone, Arrangers and Orchestrators are paid double this fee. 18.15% pension and 6% health contributions apply.

### ***Re-Use on Television and Radio***

The first additional broadcast after the expiration of the initial cycle and in the same broadcast medium shall start a new 13-week cycle. This cycle requires a **re-use fee**. Currently, the re-use fee for a side musician without doubles is **\$99.76**, which is equivalent to 75% of the minimum-call session payment.

There are other types of usage which requires payment of a usage fee in the same amount. A **conversion** (usage of the spot in a new medium, let’s say a radio spot later used in a television commercial) would require the same fee to commence a 13-week cycle. **Dubbing**, covered under “Edits” on page 10, also pays the same rate.

Radio cycles may also be paid as an 8-week cycle at a rate of **\$79.81** (which is 60% of the minimum-call session payment).

If a spot has been out of use for 2 years, a new original session payment under current session rates is required.

### ***Use on the Internet***

Usage on the Internet, however, is governed by a different set of rates and are always paid “per spot,” even if it is an initial use. The Employer has the option of releasing a spot on the Internet for cycles of either 8 weeks, 26 weeks, or 52 weeks. The current scale wage for a side musician without doubles under each cycle length is, **\$104.56**, **\$209.12** and **\$313.68** respectively.

### ***Non-Broadcast Use***

Non-broadcast usage (i.e. the ads you see in a movie theatre before the previews, during commercial breaks in the stadium while at a sporting event, at a kiosk in a store, etc.) can be paid in 8-week, 52-week and 104-week cycles, with side musician scales of **\$37.91**, **\$99.76** and **\$149.63** respectively.

### ***Foreign Use***

Usage outside of the United States, its territories and possession, Canada and Mexico, payment of a foreign use cycle is required. The payment may be made for either a 1-year or 2-year cycle. The Employer may elect to pay for usage either within Europe (including the U.K.) or outside of Europe for a side musician fee of **\$83.12** for a 1-year cycle. For worldwide usage, the fee is **\$133.01**. For 2 years, the fee is 150% of the one-year fee, so the Europe or non-Europe fee is **\$124.68** and the worldwide fee is **\$199.52**.

### ***Single All-Platform Payment***

The Employer may also elect to pay for all possibly platforms (TV, radio, Internet, non-broadcast and foreign worldwide) simultaneously for a 52-week cycle. Side musician scale without doubles for such initial usage is **\$1,301.78**. Re-use for a subsequent 52-week cycle is **\$976.34**. This payment is not necessarily meant to be a discount on a la carte payment of cycles, but is designed to provide simplicity in paperwork filing and usage tracking.

## **Edits**

### ***Dubbing***

**Dubbing** occurs when a music track is lifted from one commercial spot and is then used in another commercial spot in the same medium (as opposed to a conversion, which is when the spot is used in a separate medium). This is highly common; just think of how many brands have a musical “tag” that gets used in every single commercial for that brand. The tag was only recorded once, but is then dubbed into each successive commercial for that brand.

As mentioned earlier, a dub pays the same as a conversion, which pays the same as a standard re-use. In many instances, this fee may be referred to generally as a “dubbing fee,” even when the payment is not being made for a dub.

### ***Mechanical Editing***

Editing, however, occurs when a musical track is altered; this usually refers to lengthening or shortening the musical bed so that it fits into a longer or shorter spot.

Whenever a music track is mechanically shortened or lengthened to a different music track length, the Musicians whose services are utilized on the shortened or lengthened track shall be paid a dubbing fee. This provision applies to the length of the music track and bears no relationship to the length of the commercial in which said music track is incorporated.

For example, three (3) music tracks are recorded in a 2-hour session, of lengths 40 seconds, 30 seconds and 20 seconds. Since it's a 2-hour session, up to six (6) spots in the same medium may be claimed from the session, utilizing those three music tracks. If two of the three tracks are mechanically edited to lengths of 15 seconds and 10 seconds, then two dubbing fees are required, regardless of whether or not all six spots have been claimed.

In television and Internet only, if the video portion of a commercial is mechanically edited to make up to two (2) shorter or longer commercials and either (i) the music track of both versions is identical, or (ii) the music track has been re-recorded solely for purposes of timing and synchronization or has been mechanically lengthened or shortened to fit a longer or shorter version, then, with respect to the *second and each subsequent 13-week re-use cycle*, both the commercial and its other versions may be considered a *single spot* for the purpose of making cycle payments.

For example, say a 30-second TV commercial contains a 12-second music track. The video portion is edited to make a 15-second commercial. The identical 12-second music track is used in both. Starting with the second usage cycle, the :30 and :15 may be considered the same commercial, as long as they continue to air simultaneously (i.e. during the same cycle).

Furthermore, say a 30-second TV commercial contains a 20-second music track. The video portion is again edited to make a 15-second commercial and either the music track is mechanically shortened to 10 seconds to fit the new length *or* the track is re-recorded at 10 seconds to fit. Then again, starting with the second cycle, the :30 and :15 are considered the same commercial for the purposes of cycle payments. However, *the mechanical editing of the track in this instance will require a dubbing fee.*

## **Further Considerations**

### ***Assumption Agreements and Transfer of Rights***

As the signatory of record, you are responsible for all payment obligations under this agreement, including all re-use cycles. In the event that such obligation needs to be transferred to another party, an **assumption agreement** is required between both parties, in a format approved by the Federation, such that the obligations are transferred properly. The Federation offers a boilerplate form (called “Exhibit A” in the CAA) for this purpose.

No such transfer shall be effective unless and until (1) the Federation shall have received and approved an assumption agreement substantially in the form and substance set forth in Exhibit A, or (2) the transferee, in addition to executing and delivering to the Federation such assumption agreement, shall have posted a surety company bond with the Federation guaranteeing the performance by such transferee of its obligations pursuant to such assumption agreement.

A transfer which shall become effective in accordance with the foregoing shall relieve the transferor of obligations under the CAA relating to the commercial announcement so transferred.

### ***Grievance and Arbitration***

In case of dispute, the CAA contains a codified grievance and arbitration procedure.

### ***Late Payments***

All payments due under the agreement must be made within 15 business days, either from the time of the original session for recording work, or from the start of the cycle in a usage payment. In the event that payments are not made on time, late penalties become due, in an increasing percentage as time goes on. For payments made on the 16<sup>th</sup> through 30<sup>th</sup> business day, a 5% penalty is due. For payments made on the 31<sup>st</sup> through 60<sup>th</sup> business day, a 10% penalty is due. For payments made between the 61<sup>st</sup> and 90<sup>th</sup> business day, a 25% penalty is due. Penalties do not accrue beyond 25% until written notice is filed, at which point an additional 10% is charged for every 30-day period that continues to elapse.

### ***Undisputed Overpayments***

When an overpayment has been made to a Musician and there is no factual dispute over that overpayment, the overpayment may be credited against subsequent payments due to the same Musician no sooner than 10 business days after notice is given. Written notice must be given to the Musician within 90 days of the overpayment, with a copy of said notice being sent to the Local. This happens from time to time if, for example, a re-use cycle is paid for but does not air.



AMERICAN FEDERATION OF MUSICIANS REPORT FORM  
TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENTS  
RP No.

DATE: \_\_\_\_\_  
ADVERTISER: \_\_\_\_\_  
PRODUCT: \_\_\_\_\_  
ADVERTISING AGENCY: \_\_\_\_\_  
AGENCY REP.: \_\_\_\_\_  
AGENCY ADDRESS: \_\_\_\_\_  
AGENCY REP. PHONE: \_\_\_\_\_

Recording Date: \_\_\_\_\_ No. of Musicians: \_\_\_\_\_  
Recording Studio: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Hours of Employment: \_\_\_\_\_  
Music Prod. Co. Name: \_\_\_\_\_  
RE-USE, DUBBING, NEW USE OR OTHER  
Original Report Form No.: \_\_\_\_\_  
Original Recording Date: \_\_\_\_\_

(a) LOWEST No. OF REPORTED HRS. WK'D: \_\_\_\_\_  
(b) No. OF ANNOUNCEMENTS CLAIMED: \_\_\_\_\_

One announcement may be claimed for every 20 minutes reported in (a) above, subject to a maximum of 8 announcements for synthesizer-only sessions.

IDENTIFICATION Titles and Code Nos. (Include track length for original sessions only.) When identification changes give prior and new.

	Original (or Prior) Identification	TRK LGTH	New Identification
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____
F.	_____	_____	_____
G.	_____	_____	_____

First Air Date: \_\_\_\_\_  
Cycle Dates Being Paid: \_\_\_\_\_

PAYMENTS NOT MADE ON A TIMELY BASIS ARE SUBJECT TO THE LATE PAYMENTS PROVISION OF THE AFM TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENTS AGREEMENT.  
ORIGINAL SESSION AFM Local No.: \_\_\_\_\_

SIGNATORY OF RECORD

FOR SESSION PAYMENTS (e.g. Music Prod. Co., Agency): \_\_\_\_\_ Address: \_\_\_\_\_  
Pension Contributions To Be Paid By (if different): \_\_\_\_\_

FOR ALL OTHER PAYMENTS (e.g. Agency): \_\_\_\_\_ 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 AFM Commercial Announcements 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: \_\_\_\_\_

LOCAL UNION NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card) LAST                      FIRST INIT. (Instrument(s)) (LDR)	SOCIAL SECURITY NUMBER	HRS. WK'D	NO. OF DBL PER SESS	SPOT ID by letter above	ID of SPOT PER DBL	(1) WAGES ----- CARTAGE	PENSION	H&W WHERE APPLICABLE
-----									
-----									
-----									
-----									
-----									
-----									
-----	(ARR)								
-----	(ORC)								
-----	(COPY)								
TOTAL PENSION CONTRIBUTIONS									
TOTAL H & W CONTRIBUTIONS									

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

**AMERICAN FEDERATION OF MUSICIANS REPORT FORM  
TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENTS  
Continuation Sheet**

Recording Date: \_\_\_\_\_

Report Form No. \_\_\_\_\_

Leader's Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

[illegible]

(1) Insert X if wages being paid are overscale.  
**FOR FUND USE ONLY:**

TOTAL PENSION CONTRIBUTIONS:

TOTAL H&W CONTRIBUTIONS:

**EXHIBIT A**  
**American Federation of Musicians Assumption Agreement Form**

The undersigned Transferee of music tracks recorded for the advertiser and product identified below under the jurisdiction of the American Federation of Musicians, including but not limited to the music tracks included in the commercial announcement(s) identified below, acknowledges to the undersigned Transferor that such music tracks and the use thereof is/are subject to the terms and conditions of the applicable American Federation of Musicians Television and Radio Commercial Announcements Agreement. Transferee thereby agrees expressly for the benefit of the American Federation of Musicians ("Federation") and of the persons covered by such Agreement with respect to such music tracks, to abide by and perform the provisions of said Agreement and, without limitation of the foregoing, to make the payments for the use and re-use of said music tracks required thereby. It is expressly agreed that the Federation in its own behalf and if behalf of the persons covered by said Agreement, in addition to any other rights and remedies available to it in the event of breach of this Agreement by the undersigned, shall be entitled to injunctive relief for the enforcement of this Agreement.

Advertiser/Product \_\_\_\_\_

Effective Date of Transfer \_\_\_\_\_

**Transferor**

**Transferee**

\_\_\_\_\_  
Print Name of Transferor

\_\_\_\_\_  
Print Name of Transferee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

By \_\_\_\_\_  
Signature of Authorized Officer

By \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
APPROVED ON THE BEHALF OF THE AMERICAN FEDERATION OF MUSICIANS

By \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Identification of Commercial Announcements:

TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENTS AGREEMENT

OCTOBER 17, 2004 – OCTOBER 16, 2007

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**EXHIBIT C**  
**AFM-AAAA/ANA**  
**Television and Radio Commercial Announcements Agreement**  
**Grievance Form**

To: \_\_\_\_\_

From: \_\_\_\_\_

\_\_\_\_\_ hereby files a grievance  
(Grievant)

against \_\_\_\_\_ pursuant to  
(Name of Party)

Section \_\_\_\_\_ of the Agreement. AFM Report Form # \_\_\_\_\_ (attach copy)

Nature of claim:

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(Briefly describe above the action taken which allegedly violates the Agreement. State the date(s) and location where that action took place; the name of the individual(s) who took such action; and the specific provision(s) of the Agreement that allegedly were violated.)

Nature of remedy or relief requested:

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Dated:

\_\_\_\_\_  
(Grievant's signature and address)

Resolution, if any: \_\_\_\_\_



THE JOINT POLICY  
COMMITTEE, LLC



## AFM Commercial Announcements Agreement Wage Summary Effective December 5, 2019 through March 31, 2020 (Extended)

**AFM SESSION FEES:** Agreement extended through and including June 29, 2020 and automatically every 60 days thereafter unless terminated by either party with 30 days notice.

Solo- Leader Arranger Cont- Orch	Copyist Side Musician w/ no doubles	Copyist Side Musician w/ 1 double (+30%)	Copyist Side Musician w/ 2 doubles (+45%)	Copyist Side Musician w/ 3 doubles (+60%)	Copyist Side Musician w/ 4 doubles (+75%)
<b>1:00</b>					
266.02	133.01	172.91	192.86	212.82	232.77
<b>1:20</b>					
354.70	177.35	230.56	257.16	283.76	310.36
<b>1:40</b>					
443.38	221.69	288.20	321.45	354.70	387.96
<b>2:00</b>					
532.06	266.03	345.84	385.74	425.65	465.55
<b>2:20</b>					
620.74	310.37	403.48	450.04	496.59	543.15
<b>2:40</b>					
709.42	354.71	461.12	514.33	567.54	620.74
<b>3:00</b>					
798.10	399.05	518.77	578.62	638.48	698.34

Sideline-Musician\*\*/8:00 workday (\*\*One Sideline-Musician performing alone, rate is \$261.40 for an 8-hour workday)

449.62	224.81	292.25	325.97	359.70	393.42
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Premium rates apply Sundays and Holidays, and between Midnight and 8am on weekdays. Contractor is required if 10+ Side Musicians & a Leader (11 total) are employed. **Wages paid to Arranger, Orchestrator and Copyist may not be less than scale. In some cases music preparation wages may be more than scale, but are not considered over-scale for pension and health contributions.**

H&W is 6% on all scale (not over-scale) wages. For session only, add \$26 for each of the 1<sup>st</sup> two lines, per performer, per report. Pension is 18.15% on all scale (not over-scale) wages.

Cartage is \$25.00 for small instruments, drums, and amps, \$50 for harp, keys, timpani, string bass, chimes, marimba and vibes.

**REUSE FEES:** Effective 12/5/19 through 3/31/20 (5 month extension of 2014 agreement w/ .5% raise in wages only)

Solo- Leader Arranger Cont- Orch	Copyist Side Musician w/ no doubles	Copyist Side Musician w/ 1 double (+30%)	Copyist Side Musician w/ 2 doubles (+45%)	Copyist Side Musician w/ 3 doubles (+60%)	Copyist Side Musician w/ 4 doubles (+75%)
<b>Initial Use Fee (Covers 1<sup>st</sup> 13-Week Cycle for all spots claimed at original session)</b>					
75.38	37.69	49.00	54.65	60.30	65.96
<b>13-Week Re Use, Dubbing, Conversion for TV or Radio (Rates are "Per Spot")</b>					
199.52	99.76	129.69	144.65	159.62	174.58
<b>8-Week Re Use, Audio/Radio only (Rates are "Per Spot")</b>					
159.62	79.81	103.75	115.72	127.70	139.67



8-Week Non Broadcast Use (Rates are "Per Spot")					
75.82	37.91	49.28	54.97	60.66	66.34
52-Week (1 Year) Non Broadcast Use (Rates are "Per Spot")					
199.52	99.76	129.69	144.65	159.62	174.58
104-Week (2 Year) Non Broadcast Use (Rates are "Per Spot")					
299.26	149.63	194.52	216.96	239.41	\$261.85
52-Week (1 Year) Foreign Use in Europe or outside of Europe (Rates are "Per Spot")					
166.24	83.12	108.06	120.52	132.99	145.46
52-Week (1 Year) Foreign Worldwide Use (Rates are "Per Spot")					
266.02	133.01	172.91	192.86	212.82	232.77

**REUSE FEES (Continued):** Effective 12/5/19 through 3/31/20

Solo- Leader Arranger Cont- Orch	Copyist Side Musician w/ no doubles	Copyist Side Musician w/ 1 double (+30%)	Copyist Side Musician w/ 2 doubles (+45%)	Copyist Side Musician w/ 3 doubles (+60%)	Copyist Side Musician w/ 4 doubles (+75%)
8-Week Internet/New Media Re Use (Rates are "Per Spot")					
209.12	104.56	135.93	151.61	167.30	182.98
26-Week Internet/New Media Re Use (Rates are "Per Spot")					
418.24	209.12	271.86	303.22	334.59	365.96
52-Week Internet/New Media Re Use (Rates are "Per Spot")					
627.36	313.68	407.78	454.84	501.89	548.94
52-Week Initial Use, All Media (TV, Radio, Internet, Non-Broadcast & Foreign WW) (Covers 1 <sup>st</sup> 52 Week cycle for each spot, rates are "Per Spot")					
2,603.56	1,301.78	1,692.31	1,887.58	2,082.85	2,278.12
52-Week Re Use, All Media (TV, Radio, Internet, Non-Broadcast & Foreign WW) (Covers each 52 Week cycle beyond the All Media Initial Use, rates are "Per Spot")					
1,952.68	976.34	1,269.24	1,415.69	1,562.14	1,708.60
104-Week (2 Year) Foreign Use in Europe or Outside of Europe (Rates are "Per Spot")					
249.38	124.69	162.10	180.80	199.50	218.21
104-Week (2 Years) Foreign Worldwide Use (Rates are "Per Spot")					
399.04	199.52	259.38	289.30	319.23	349.16

# Commercial Announcements Agreement Music Preparation Scales

\*please note that all references to page numbers and sections are based on that last printed book\*

P. 51-52, 1.B.Orchestrators	Rate:
(1) Per Score Page:	23.04
(2) Additional Single Line:	1.26
(4) Scoring Piano Part:	23.04
(5) Scoring Full Piano Part:	42.88
(6) With come sopras:	10.22
(6) each additional voice:	0.96
(8) Time Rates:	34.93

P. 52-54, 2.Copyists B. Page Rates	Original	Repro
1. a. Single Stave Parts	4.20	8.67
1. b. Single Stave Parts-Chorded	7.24	14.49
2. a. Double Stave Parts-Chorded	7.24	17.79
2. b. + vocal cue	10.12	20.54
3. a. Rhythm piano parts	5.55	14.40
3. b. + vocal cue	7.53	17.22
4. Piano-vocal	11.09	22.32
5. Lead Sheet	---	16.55
6. a. Single voice line + lyrics	6.21	14.41
6. b. Foreign language lyrics	1.69	3.46
7. a. Choir parts with lyrics	18.62	---
7. b. Foreign language lyrics	2.69	---
8. a. Conductor, piano-conductor, production, control, etc.	23.86	---
8. b. Constructing chorded piano-conductor part	32.07	---
9. a. Single Stave Parts	2.13	4.20
9. b. Multiple stave parts	2.13	4.20
9. c. Foreign Language	(double the above)	
10. Numbering bars	0.71	1.45
11. a. Single stave parts	2.13	4.20
11. b. Multiple stave parts	1.06	2.13
12. a. Single stave parts	2.19	
12. b. Multiple stave parts	1.29	
13. Any part for solo performance	+50%	
14. Special routines	+50%	
15. Symphony rate	+33.3%	
16. Transposition	+50%	
17. Master copy for reproduction	Double	
18. Hourly rate for straight time	28.94	

## P. 55, 2. Copyists, C. Rules Applying to Page Rates

(viii) Rates for proofreading= 26.10/hour