



American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

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SOUND RECORDING LABOR AGREEMENT SIGNATORY PACKET

June 15, 2017 - January 31, 2020 (Extended)

The Sound Recording Labor Agreement covers the recording of audio tracks intended for commercial release, either via physical product sale, download, or digital streaming provider, as well as other types of related content.

Overview and Agreement Scope

The AFM Sound Recording Labor Agreement (SRLA) covers “Musicians” (defined as: instrumentalists, leaders, contractors, copyists, orchestrators and arrangers of instrumental music, including any person who causes a computer or sequencing device, synthesizer or other musical instrument to play or produce music or sound) in connection with the recording of music tracks in the United States and Canada to be used in the production of “phonograph records” or “Covered Concert DVDs” as well as sideline (on-camera) musicians in “Traditional Music Videos”.

While the term “phonograph record” is out-of-date in standard parlance, the term is still used within the SRLA to refer to music tracks intended for consumer distribution in all formats, including vinyl, digital audio files, compact discs, digital streaming providers, and any other similar device whether now in existence or which may come into existence.

Audio tracks that are not intended for consumer sale or streaming distribution cannot utilize the SRLA. Projects with limited distribution might qualify for a lower threshold agreement; please see our companion signatory packet for “Limited Pressings and Other Low Volume Sound Recording Agreements.”

The signatory Employer should be the entity which owns and controls the copyright to the sound recording, usually the record label. The agreement contains licensing provisions for if and when recorded tracks are licensed into other media. The other half of a song’s copyright, the composition, is outside of the scope of AFM agreements.

Please note that this toolkit is for non-symphonic sound recordings. Album recordings by symphonic orchestras will be covered in a separate toolkit.

Project Checklist

As an Employer looking to record music for commercial consumer distribution, the following list is meant to guide you through the process of getting the recording under contract, filing the work and paying the Musicians. 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 SRLA 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 record label full signatory status to the SRLA. To cover only one individual project, utilize the “Single Project” Letter of Acceptance on page 4.
- ☐ **Report the Session to the AFM Local:** Prior to recording, when the Employer has advanced knowledge of a session date, it is required 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 artist with whom they will be performing.
- ☐ **Collect Paperwork:** In order to payroll the session, collect W-4s, I-9s and any other documents required for payroll, as well as any information that might be necessary to complete the B-Report Form. Familiarize yourself with the Report Form in advance so you know what types of information are required.
- ☐ **During the recording session,** the Leader should keep track of the hours worked, the song titles recorded and the instrumental parts performed by each Musician. A timecard can help gather this information during the session; a blank timecard can be found on page 17 of this packet.
- ☐ **Fill Out the B-Report Form:** After the session is complete, fill out the B-4 Report Form (available on page 15) including the calculation of wages and benefits. Assistance on this can be found later in the packet. The B-4 should be signed by both you (the Signatory of Record) as well as the Leader (the instrumental musician who leads the group in performing). It is important these signatures be included to confirm that the Leader has looked over the document to ensure that the hours and wages are reported correctly.
- ☐ **File a Copy of the B-4 with the Local:** A copy of the B-4 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-4 to Payroll:** The session report is sufficient as an invoice for payment. Once complete, the B-4 session report should be sent to payroll so checks can be issued in a timely manner. Musicians must be paid within 15 business days of the completion of the B-4 Report Form. Copies of the B-4 must be sent to the applicable Local as well as the AFM and Employers' Pension Fund. You should also retain a copy for your own records.
- ☐ **Handle Back-End Payments as Required:** In terms of residuals, additional money is not paid directly to the Musicians on a given track, but record labels must pay a small percentage of unit sales and streaming revenue to a number of funds. This is covered in detail later in the packet.

SOUND RECORDING LABOR AGREEMENT
FEBRUARY 1, 2017 – JANUARY 31, 2020 - EXTENDED

LETTER OF ACCEPTANCE

The undersigned Employer has read, understands and voluntarily agrees to comply with all of the terms and conditions of the **SOUND RECORDING LABOR AGREEMENT, SOUND RECORDING SPECIAL PAYMENTS FUND AGREEMENT AND THE SOUND RECORDING TRUST AGREEMENT** ("The Agreements") and/or summary of the American Federation of Musicians of the United States and Canada, AFL-CIO, and each and every provision of said Agreements, which are in full force and effect from **February 1, 2017 through January 31, 2020** as its own **SOUND RECORDING LABOR AGREEMENT, SOUND RECORDING SPECIAL PAYMENTS FUND AGREEMENT AND SOUND RECORDING TRUST AGREEMENT** with the American Federation of Musicians of the United States and Canada, AFL-CIO, for the full term of said Agreements. Whenever the term "Company" is used in the Sound Recording Labor Agreement and the term "First Party" is used in the Sound Recording Special Payments Fund Agreement and the Sound Recording Trust Agreement, said terms shall include the undersigned Employer. Company shall make Pension Fund contributions in accordance with the Sound Recording Labor Agreement.

EMPLOYER: _____
(Print Company Name)

PRINT NAME AND TITLE
OF AUTHORIZED OFFICER: _____

SIGNATURE OF AUTHORIZED OFFICER: _____

ADDRESS OF EMPLOYER: _____

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

DATE: _____ E-MAIL: _____

AFM USE ONLY

ACCEPTED BY THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, AFLCIO

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 Employer's 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.



SOUND RECORDING –SINGLE PROJECT SHORT FORM
LETTER OF AGREEMENT - (EXTENDED)

This Agreement between the American Federation of Musicians (herein called the “AFM”) and the Company known as _____ (herein called the “Employer”) relates to the Sound Recording project identified as _____ (Name of Artist/Project) with the recording date(s) scheduled as of _____.

1. **Terms and Conditions** (a) The Employer, with respect to the recording sessions for this project, and only this project, shall abide by and be obligated to all the terms and working conditions of the AFM Sound Recording Labor Agreement (February 1, 2017 – January 31, 2020, and the Sound Recording Special Payments Fund Agreement (February 1, 2017 – January 31, 2020) and the Sound Recording Trust Agreement (February 1, 2017 – January 31, 2020) with respect to the Sound Recordings produced under this Letter of Agreement which are hereby incorporated into this Agreement. Company shall make Pension Fund contributions in accordance with the Sound Recording Labor Agreement.

(b) If the Employer shall sell, assign, lease, license, or otherwise transfer title to or permission to use any master record produced under this Agreement for the purpose of allowing such party to manufacture Sound Recordings (or other devices reproducing sound) for sale, the Employer shall obtain from such party a separate Assumption Agreement requiring such party to comply with the terms of the Sound Recording Special Payments Fund Agreement and the Sound Recording Trust Agreement. Such Assumption Agreement shall be in the form set forth in Attachment A. The Employer further agrees to provide the AFM, the Sound Recording Special Payments Fund and the Music Performance Trust Fund, within thirty (30) days of each such sale, assignment, lease, license or other transfer of title, with an executed copy of the Assumption Agreement.

2. **Non-Precedential, Non-Citable Basis** The Parties acknowledge and agree that this Agreement shall not constitute, nor be considered as, precedent and shall not be citable by either party hereto in any forum Whatsoever for any purpose other than to enforce the terms hereof.

3. **Authorized Representative** The Parties each represent and warrant that the individual signing of this Agreement on their respective behalves are authorized to do so and that the Agreement, upon such execution, will be a valid and binding obligation of each Party and enforceable against it.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

Accepted and Agreed:

American Federation of Musicians
of the United States and Canada

Print Name of Authorized Officer

Title

Signature of Authorized Officer

Date

Accepted and Agreed:

Signatory Company

Print Name of Company

Print Name of Authorized Officer

Signature of Authorized Officer

Address

City, State, Zip

Telephone No.

Fax No.

Date

e-mail address

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

Original Sessions

Basic Regular Sessions

The standard recording session under the SRLA is called the “Basic Regular Session,” but may also be referred to colloquially as a “Master” session. For such a session, there shall be a **minimum call** session length of three (3) hours, during which no more than 15 minutes of music may be recorded.

Currently, the basic scale wage for an instrumentalist (called a “Side Musician”) for a minimum call session is **\$434.21**. This may also be referred to as “minimum call” or the “basic rate.”

Subsequent continuous regular sessions may be arranged if the Musicians have been notified and consented before the end of the preceding session and as long as there is a 30 minute rest period between the two sessions.

A session, once called, shall not be cancelled, postponed, or otherwise rescheduled less than 7 days prior to the date of the session. In the event of an emergency, this may occur upon shorter notice with the consent of the Office of the President of the Federation.

Special Sessions

All sessions called are assumed to be Regular Sessions, unless a Musician is notified when they are engaged that the call is for a “Special Session.” The minimum call length for a Special Session is 1½ hours, during which not more than 7½ minutes of music and not more than two (2) tracks may be recorded. For a Special Session, the basic rate is currently **\$286.59**.

Overtime and Rest Periods

Overtime for Regular Sessions are paid in half-hour units, with each half-hour unit paying an additional **\$144.74**; note that this rate is double time, not time-and-a-half. For each half-hour unit of overtime, an additional five (5) minutes of music may be recorded. Alternatively, a single quarter-hour unit of overtime may be paid at a rate of **\$72.37** in order to complete the recording of a given selection. In such an instance, there is no additional “minutes of music” allowance.

Overtime for a Special Session may only be used to complete the track(s) for which the session was called. The first one-half hour of overtime shall be paid in quarter-hour units at the Special Session rate (straight time); currently this rate is **\$95.53** for the half-hour (or **\$47.77** for a quarter-hour). Overtime *beyond* half an hour (so, a Special Session that exceeds two (2) hours) is paid in quarter-hour units at double the *Regular* Session rates, meaning such overtime periods would use the overtime rates listed in the preceding paragraph.

During each Regular Session, there shall be two (2) 10-minute rest periods and during each Special Session, there shall be one (1) 10-minute rest period. No rest period shall commence sooner than 30 minutes following the start of a session, provided that all scheduled Musicians are present. In addition, there shall be one (1) 5-minute rest period during each hour of overtime, which cannot be called during the first half-hour of overtime.

Premiums

Each session must employ a Leader, who shall be paid double Side Musician scale. When hired, a Contractor shall be paid double Side Musician scale. In the event that a session employs 12 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. No Leader is required on sessions consisting of only the performance of a recognized self-contained group.

Doubling occurs when an instrumentalist switches between instruments during a recording. An instrumentalist who doubles shall be paid not less than an additional 20% 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-4 Report Form and each part is subject to re-use payments, as well as an additional Health and Welfare amount of \$22.00 (see more on Health and Welfare on the next page).

Premium time at 150% of the basic or overtime rates shall be paid for all work performed (i) between midnight and 8:00 a.m., (ii) after 1:00 p.m. on Saturdays when it is the sixth consecutive day of work for the Employer, or (iii) on Sundays. The Saturday and Sunday provisions, however, do not apply to show album recordings, location recordings, or Royalty Artists unless they are working at the express request of the Employer.

Premium time for **holidays** at 200% of the basic or overtime rates shall be paid on the following holidays (on the date federally observed): In the United States – New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. In Canada – New Year’s Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Labor Day, Thanksgiving, and Christmas.

Sweetening

Sometimes a session may be called to add additional content to tracks which have already been recorded. The agreement officially refers to this concept as **sweetening**, defined as “instrumental performances added to music recorded at a previous session.”

Such a session is not bound to the same “length of final product” limitations as regular sessions, because you may, for example, only be recording a minute’s worth of string content for a rock track that is already five minutes in length. So, rather than have a limitation on the amount of final product in a sweetening session, the limitation is on the number of tracks, which the agreement calls **sides**, a term that dates back to vinyl. A regular basic session fee for a sweetening session covers the recording of four (4) tracks or sides. Recording for additional songs will require overtime at a rate of half an hour of overtime per additional track.

Cartage

If the Musician is required to bring heavy instruments to a recording session, they shall be paid for **cartage**. If the Musician must take public transportation as the only practicable manner of transportation, cartage bills should be paid as submitted. If private transportation is taken, then the cartage fee shall be \$17.00 for the smaller grouping of instruments (accordion, tuba, drums, marimba, chimes, vibraphone, all amplifiers, baritone saxophone, bass saxophone, cello, contrabassoon and contra bass clarinet) and \$35.00 for the larger grouping (harp, timpani, keyboard and string bass).

The musician shall also be paid the \$17.00 cartage fee if they are asked to bring three or more instruments in separate cases, excluding harmonicas, flutes (including recorders) and clarinets (other than bass clarinets and contra bass clarinets). Cartage is not a scale wage and is not subject to pension or reuse.

Pension

For all scale wage payments made under this Agreement in the United States, the Employer shall contribute an amount equal to **14.09%** of those scale wages to the American Federation of Musicians and Employer’s

Pension Fund. This amount is inclusive of all updates to the Fund's Rehabilitation Plan. In Canada, where the Musicians' Pension Fund of Canada does not require Rehabilitation Plan payments, the current pension percentage is **11.75%**. All of the wages discussed previously in the packet, with the exception of cartage, are considered scale wages.

Health and Welfare

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

Currently, for the first service by a Musician for an Employer in a given day, the required health and welfare contribution is **\$28.00**. For each subsequent service on the same day, the required health and welfare contribution is **\$22.00**.

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

Electronic Press Kits (EPKs)

Employers are permitted to capture audiovisual footage of sessions for no additional payment in order to produce electronic press kits (EPKs). However, the Employer is not permitted to use a complete tune or more than two (2) minutes from a single tune in an EPK. In that event, the Employer shall pay the on-camera musicians according to the terms and conditions of the Exhibit on Traditional Music Videos, covered later in this packet.

Sampling

In the event that an Employer licenses a covered recording for the purposes of sampling, payments are required to be made to the Sound Recording Special Payments Fund (SRSPF). Payments are generally just a flat fee for each song that is sampled (\$400 for the first sample, \$250 for the second and each subsequent sample) unless the new song generates more than \$25,000 in revenue. For more information, please visit the [Distributions](#) page on the SRSPF's website.

Large Ensembles

Discounts are available for non-symphonic sessions where the ensemble of musicians present exceeds 35 musicians. For such a session, there is a 15% discount on scale wages per musician. In the event that the size of the ensemble exceeds 60 musicians, then there shall be a further 15% discount on scale wages per musician. These discounts shall not apply to theme park sessions, low-budget recordings, Broadway or other theatrical cast albums, or soundtrack releases for content scored under other agreements. The discounts also shall not apply to any new use of the material owed pursuant to any other Federation agreement.

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.

Advance Notice of Sessions and Contract Information

Whenever the Employer has prior knowledge of a session, it must give advance notice to the Federation Local in whose jurisdiction the session is taking place.

Low-Budget Recordings

Application in Advance

When employing Musicians under the terms and conditions of the SRLA's Exhibit D on Low-Budget Recordings, the Employer must provide the Federation with a copy of the producer's approved, detailed budget no fewer than 72 hours in advance of the first session for the project. A checklist application is provided on page 19 of this toolkit.

These terms and conditions apply to all recorded projects, other than soundtrack albums and cast albums, made within a total budget of **\$99,000**. If the project contains fewer than 12 tracks, the budget must be prorated (*i.e.* a low-budget project to produce only two tracks must be made within a total budget of \$16,500).

Rates

As opposed to the full, Regular Basic Session rates provided on page 5 of this toolkit, the session rate for a 3-hour Low-Budget recording session is **\$243.93**. All other contract provisions apply as referenced throughout this toolkit; however, if two (2) or fewer musicians are performing at a low-budget session, the services of a leader shall not be required.

Other Provisions

An exception is provided for **concept pieces** (where the primary focus is on the concept thereof and not on a featured artist, including children's albums) where the budget does not exceed **\$40,000**. In this case, the hourly session rate is **\$60.98** with a 2-hour minimum call. Pension and health remain the same.

For **choral recordings** (*i.e.* companion music for printed work whether sold together or separately), the 3-hour call rate is **\$202.19**. These recordings do not require payments to the Special Payments Fund (SRSPF) or Music Performance Trust Fund (MPTF).

Low-Budget Location Recordings apply to recordings of live performances made in locations other than traditional recording studios provided that the recording is made to promote an artist and that tickets to the performance are not purchased for the purpose of hearing a particular artist. The maximum budget for such a project is **\$20,000** and the hourly rate for such a recording project is **\$93.36** with a 3-hour minimum call. This minimum call shall permit the release of up to 60 minutes of music and image. Each additional increment of 7.5 minutes of final product shall require an additional **\$33.60**. Any musicians not affiliated with the featured artist (*i.e.* pick-up musicians) shall be paid **150%**.

Standard location recordings (those captured from ticketed concerts) are covered on the following page.

Location Recordings

Payment for Capture

The Employer shall give notice to the Federation and the relevant Local prior to making any recording on location during public performance. This work shall be paid at the rate of **one basic session for each day of recording**, defined as noon to the following noon, plus pension and health & welfare. An additional session payment, upon capture, is required when the same musicians perform as back-up for more than three (3) acts. Each session payment shall permit the release of up to 15 minutes of finished product.

Payment upon Release

Upon release of the location recording, the Employer shall pay for the remainder of minutes of music on the final album, at the regular hourly rate for each five (5) additional minutes of music beyond the 15 minutes already paid for at the time of capture. Pension shall be required, but additional health & welfare is not.

In advance of release, the Employer must notify any music preparation personnel involved in the tunes released so that they may submit their invoices for payment.

Concert DVDs

Concert videos (which the Agreement refers to as “Covered Concert DVDs”) for physical or digital distribution are covered under the scope of the SRLA. Scale payments pursuant to the above listed Location Recording provisions shall be made for recording or releasing soundtrack used in a Covered Concert DVD. Upon release of the video, a payment of **\$58.28** will be made to all musicians whose musical services are embodied on the sound track for each 15 minutes of music released with video component, to a maximum of five (5) such payments per musician, plus pension and one health & welfare payment. If there are more than 30 musicians receiving such payment, the release shall be subject to a 15% discount.

Symphonic Note

While terms and conditions for symphonic orchestras are covered in what will be a separate toolkit, the provisions in SRLA for Symphonic Location Recordings only apply to the recording of complete operas, symphonies and similar works performed by such orchestras during regularly scheduled performances.

In the event that a symphonic orchestra is, for example, hired to perform along with a separate featured artist, these non-symphonic provisions, covered on this page, apply.

Traditional Music Videos

Production

The SRLA defines a **Traditional Music Video** as an audiovisual product that includes an audio element produced from a master record and a visual element of the type of genre traditionally aired on television for promotional purposes, on networks like MTV, VH1, BET, CMT, etc. Increasingly, these videos are exploited digitally on platforms such as YouTube and less so on television.

Generally speaking, any video which is set to the audio from a master track that, on its own, is made available for commercial distribution would be considered a Traditional Music Video. Under this Exhibit, musicians on the audio track are not paid again for the creation of such promotional content. The Exhibit on Traditional Music Videos does, however, cover the hiring of non-royalty artist instrumentalists to appear on camera in the video's visual element.

As a result, the work is similar to sidelining in the AFM's Film Agreements.

Minimum call is a 10-hour day with a current rate of **\$390.14**. Work performed in excess of 10 hours pays at 150% in half-hour intervals. Benefits are paid according to the rates in the main section of the agreement (14.09% pension and a \$28.00 health and welfare contribution). A meal period is required to be provided, to be determined at the Producer's discretion subject to applicable state law.

This payment is due only to Musicians who are called to appear on camera in the Music Video; no further payment is owed to the Musician on the original track and no subsequent payments are due directly to the Musicians for usage of the video.

Physical Sales and Digital Exploitation

However, subsequent payments are due to the Sound Recording Special Payments Fund for physical product sales as well as from digital exploitation, much as the same is true for sales and streams of the audio tracks produced under the agreement. These payments are referenced briefly on page 14 of this toolkit; please refer to the full agreement language for specific details.

Licensing Provisions

Transfer of Rights and Assumption Agreements

When content covered under this Agreement is used for a purpose not covered by the Agreement, the obligation to pay the Musicians on the recording for use in a new medium remains with the Employer unless those obligations are transferred to another party which is utilizing the track in a new medium, usually a Licensee.

The Agreement contains negotiated boilerplate language meant to address the transfer of this obligation, called an “assumption agreement.” In the absence of an assumption agreement, the Employer would continue to be liable for subsequent uses, as discussed below and as outlined in Article 21 of the Agreement.

Full “New Use”

The default obligation for use of covered material in a new medium is referred to as a “new use,” and requires payment to those Musicians who rendered services in the recording of the track an amount equal to all payments (including pension, but not including health and welfare) that would be required under the then-effective AFM Agreement if the recording were originally made for the purpose set forth under that agreement.

For example, a recorded track is licensed to an advertising agency for use in a commercial announcement. The musicians who rendered services in the recording of the track would therefore be due payments under the then-current AFM Commercial Announcements Agreement, as if they had performed an original session under that agreement.

Note that this payment is due to those Musicians who rendered services in the recording of the covered track. This means that all Musicians who performed on a given song are due a new use, even if certain parts of the track are removed in the subsequent usage.

There are some exceptions to this provision, as listed in the following sections, depending on the type of usage. Note that there are no such exceptions for domestic commercial announcements. This section is meant to provide general guidance with regard to subsequent payment obligations. For actual implementation, including where payments should be directed (as it may be to either Musicians or a variety of funds), please refer to the full language of the Agreement.

Generally, when payments are framed as a percentage of the license fee, those payments will be made in combination to the AFM and Employers’ Pension Fund, the Sound Recording Special Payments Fund and the Music Performance Trust Fund, rather than paid as wages to the Musicians.

Use in a Video Game

For licensing into a video game, payment depends on whether the license fee is a “flat fee” or a “contingent” payment and whether the amount collected exceeds \$30,000.

For flat fee payments when the license fee is less than \$30,000, the payment is 3% of the license fee. If the license fee is \$30,000 or more, each non-royalty Musician shall be paid \$198.00 plus pension.

For contingent licenses where the fee collected in the first five quarters is under \$30,000, the payment is 3.25% of the fee collected. If the fee collected over that time span is \$30,000 or more, each non-royalty Musician shall be paid \$198.00 plus pension.

Non-Traditional Uses

Payment of 3% of the license fee shall be due for any non-traditional use, which is defined as use in (1) a digital chip used in connection with a consumer product, (2) consumer-based Internet synch licensing, or (3) audio/visual programming made for new media (excluding programming akin to traditional television programs) provided that such use is not otherwise a record or video game.

Low Fee Traditional Uses

Full “new uses” are only due in traditional media (television and motion pictures, but again, excluding commercials) if the license fee over \$7,500. If the fee is \$7,500 or less, the payment due is the greater of 7% of the license fee or \$165 plus the current SRLA pension rate.

Mobile Applications

Payment of 3% of the license fee is due for licensing to mobile applications, defined as a mobile application of any kind except for music players or any app designed for the primary purpose of playing records.

Low Fee Lifecycle and Similar Licenses

3% of the license fee is due for the licensing of tracks for \$2,500 or less into (1) personal and non-commercial life event videos, such as weddings, bar/bat mitzvahs, etc. or (2) business conferences and presentations, where such licenses do not permit such uses to be made publicly available.

Foreign Use

The provisions for foreign use (exclusively outside of the United States and Canada) make the same distinction between traditional uses and non-traditional uses above; however, commercials are included among traditional use licenses in this category.

For payment in Commercials, payment of 4% of the license fee is due, with a minimum of \$150 and a maximum of \$3,500. In all other traditional media, the payment is 3% of the license fee, with a minimum of \$100 and a maximum of \$3,500.

For non-traditional uses, the 3% is applied the same as in the Non-Traditional Uses section above, except with a maximum of \$3,500.

Again, each of these payments is due to different funds at different times and in different manners, all of which would be too cumbersome to list in this toolkit. For more information, please consult the full terms of the SRLA’s Article 21.

Further Considerations

Waivers Prohibited

Waivers are prohibited, per Article 3 of the Agreement. The Employer shall not require a waiver or otherwise influence any person covered by the Agreement to play or perform for recordings except as permitted by the Agreement.

Monthly Reports of Releases

At the end of every calendar month, record labels are required to advise the Federation on all covered product they have released during that month and shall provide a copy of any such recording to the Federation when requested.

Tracks on Tour

The Employer is not permitted to furnish tracks without vocals to artists without prior approval of the Federation. However, upon notification to the Federation, a track without vocals may be used in a live performance which is not dramatic, symphony, opera, ballet, chamber or theatrical performance.

The Musicians on the track, if they are not participating in the live performance, shall be paid either (1) \$170 plus the current SRLA pension rate for each live performance using the track, or (2) a lump-sum payment prior to the first performance of a tour of either: \$5,000 plus pension to cover a 6-month period, or \$9,000 plus pension to cover a 12-month period.

Payment for Music Recorded by a Third Party

When a signatory record label acquires content recorded by a third party, it is the label's obligation to ensure that the Musicians on that content have been paid what would have been required by the Agreement at the time the recorded music was produced.

Use of Track in the Same Medium

Tracks may be used within the same medium (for example, on compilation or "best of" albums) without requiring subsequent payment, as long as the track in its entirety contains only the identical content of the recording originally produced from such master record (or contains the identical content except that it has been remixed or remastered or includes a translation into a different language) and is intended to be used for the same purposes as the original recording.

In all other circumstances (for example, a track is re-released with an additional string section not on the original record), payment to those Musicians who rendered services in the recording of the original record an amount equal to all payments (including pension, but excluding health and welfare) that would be required under the current SRLA that would apply if the record used were an original recording. Generally, we refer to this as "new product."

Residuals

Outside of the "new use" and "new product" situations discussed previously, residuals under this Agreement are not paid directly to Musicians, but are paid to a number of funds based on revenue from sales and streaming. You should consult the Agreement's terms for specifics; generally, payment for physical product and digital sales are due to the Sound Recording Special Payments Fund, further payment for physical product sales are due to the Music Performance Trust Fund, and payment for interactive digital streaming is due to the Pension Fund unallocated for non-major labels. Payment for non-interactive streaming is collected by SoundExchange.



DATE: _____
RECORD CO: _____
LABEL: _____
RECORD CO./LABEL REP: _____
RECORD CO. ADDRESS: _____

RECORD CO. REP. PHONE: _____

NAME OF ARTIST / GROUP: _____
One Artist or Group per Contract
NAME OF SESSION PRODUCER: _____
INDUSTRY PROJECT NO.: _____

	NO. of MINUTES	TITLE of TUNES/PIECES
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____
E. _____	_____	_____

MEMO

ORIGINAL SESSION NO. OF MUSICIANS: _____
RECORDING DATE: _____ DAY: _____
RECORDING STUDIO: _____
CITY: _____ STATE: _____
HOURS OF EMPLOYMENT: _____
MUSIC PROD. CO. NAME: _____

DUBBING, NEW USE, LIMITED PRESSING UPGRADE OR OTHER

ORIGINAL REPORT FORM NO: _____
ORIGINAL RECORDING DATE: _____

Check 1 and only 1 from each of these categories:

Production Type

Payment Type

_____ Original Session

_____ Non-Symphonic (regular)

_____ Location Recording

_____ Non-Symphonic (special)

_____ Sound Sample

_____ Symphonic (3 hrs.)

_____ Limited Pressing Upgrade

_____ Symphonic (4 hrs.)

_____ Demo Record Conversion

_____ Opera

_____ Video Promc

_____ **Ballet**

_____ **Chamber** (Chamber sessions must be approved by AFM 4 weeks prior to session.)

New Use:
_____ M.P. Soundtrack

Sampling

_____ Other _____

_____ **Low Budget Recording** (AFM must receive budget 72 hours prior to production.)

ADDITIONAL INFO

NEW USE SOURCE (e.g. Original M.P. Title):

Picture/Show

Title of New Use Release

SIGNATORY OF RECORD: _____ Address: _____

Pension Contributions To Be Paid By (if different): _____ Address: _____

The terms and conditions of the engagement covered by this Report Form include the terms and conditions of the applicable AFM Agreement in effect at the time of such engagement.

Signatory of Record's Signature: _____ Leader's Signature: _____

Print Name of Signer: _____ Phone: _____ Leader's Phone: _____

[illegible]

Include all music prep. information on this form or a continuation sheet, with copies of invoices attached.

FOR FUND USE ONLY:

TOTAL PENSION CONTRIBUTIONS:

TOTAL H&W
CONTRIBUTIONS:

Recording Date: _____ **Continuation Sheet** **RP No.** _____
 Leader: _____
 Artist/Picture: _____

LOCAL UNION NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card) LAST FIRST INITIAL (Instrument(s))	HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER ----- Marital Status & Exemptions	NO. of DBLS.	TOTAL SCALE WAGES ----- CARTAGE	PENSION	H&W WHERE APPLICABLE
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Include all music prep. information on this form or a continuation sheet, with copies of invoices attached.

FOR FUND USE ONLY:

TOTAL PENSION CONTRIBUTIONS:		
TOTAL H&W CONTRIBUTIONS:		

TIME CARD

Card # _____ of _____

Recording

Regular
☐

Special
☐

Low Budget
☐

Live/ Location
☐

Video Promo
☐

Limited Pressing
☐

Demo
☐

Single Song Overdub
☐

Other

Television Videotape

30 min.
☐

1 Hour
☐

1.5 Hours
☐

2 Hours
☐

Cable
☐

CMT
☐

National
☐

Local
☐

TV ID
☐

Movie
☐

Other

Radio

30 min.
☐

1 Hour
☐

1.5 Hours
☐

2 Hours
☐

National
☐

Local
☐

NPR
☐

Syndicated
☐

Other

Motion Pictures
☐

Movie
☐

Industrial
☐

Low Budget
☐

Other

Jingles

TV
☐

Radio
☐

Both
☐

National
☐

Local
☐

Other

Other

Company

Leader

Signatory (if different)

Contractor

Billing Address

Producer

Phone#

Production Asst.

Co. Representative

Artist/Show/Product

Email

Place of Employment (studio)

Address:

Session Date

of Sessions

Session 1		Session 2		Session 3		Leader / Contractor Requirements						
Start		Start		Start		Fill out the top of this card before musicians sign.						
End		End		End		This time card becomes a part of the AFM contract.						
						Turn in both copies of the time card to the Local immediately following the session. The second yellow copy will be forwarded to the employer with the contract billing						

Signature	Social Security#	Doubles (if any)	Doubles (not used)	Double Scale / OverScale	Cartage	Cartage Bill Included or mailed	AFM Local	Overtime in minutes	Check each session worked.		
									1	2	3
Leader					<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contractor				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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With their signature, members employed certify that the above hours are correct.

Song Titles			Length in minutes	Session #	Title	Length in minutes
Session #	Title					
Arranger			(attach bill)		Copyist	
					(attach bill)	

I, the undersigned company representative of this (these) session(s), have reviewed the work represented by this time card and submit this card in lieu of the official contract until said contract is prepared. In the event this time card documents a Demo recording session(s), I agree to the Demo language on the reverse side.

Company Representative _____

Signature	Social Security#	Doubles (if any)	Doubles (not used)	Double Scale / OverScale	Cartage	Cartage Bill Included or mailed	AFM Local	Overtime in minutes	Check each session worked.		
									1	2	3
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Low Budget Worksheet - Recording Budget Estimate Form

Application must be submitted to the AFM no later than 72 hours before the first session.

PROJECT:	_____	LOW BUDGET	x	_____
ARTIST:	_____	NUMBER OF SIDES:		_____
PRODUCER:	_____	RECORDING CITY:		_____
COMPANY:	_____	START DATE:		_____

BREAKDOWN OF COSTS:

STUDIO:

TRACKING	_____	DAYS @	_____	=	_____
OVERDUBS	_____	DAYS @	_____	=	_____
MIXING	_____	DAYS @	_____	=	_____
STRINGS	_____	DAYS @	_____	=	_____
TOTAL STUDIO:					_____

ENGINEERS:

TRACKING	_____	DAYS @	_____	=	_____
OVERDUBS	_____	DAYS @	_____	=	_____
MIXING	_____	DAYS @	_____	=	_____
STRINGS	_____	DAYS @	_____	=	_____
TOTAL ENGINEERS:					_____

EQUIPMENT:

Miscellaneous Equipment Costs:	_____
Cartage:	_____
TOTAL EQUIPMENT/CARTAGE:	_____

MATERIALS:

Hard Drives:	_____
Tape:	_____
Other:	_____
TOTAL MATERIALS:	_____

MUSICIAN/UNION COSTS (AFM):

Tracking:

_____ musician(s) @	_____ sidemusician scale sessions =	_____
_____ musician(s) @	_____ leader scale sessions =	_____

Overdubs

_____ musician(s) @	_____ sidemusician scale sessions =	_____
_____ musician(s) @	_____ leader scale sessions =	_____

Strings

_____ musician(s) @	_____ sidemusician scale sessions =	_____
_____ musician(s) @	_____ leader scale sessions =	_____

Arrangements:	_____ @	_____ per chart	=	_____
Orchestrations:	_____ @	_____ per chart	=	_____
Copyist:	_____ @	_____ per chart	=	_____
Royalty Artist	_____ x	_____ # of songs	=	_____

Pension:

H&W:

TOTAL MUSICIANS COSTS:

VOCALIST(S) (AFTRA/SAG):

TRAVEL EXPENSES:

EMPLOYER PAYROLL EXPENSES:

MISCELLANEOUS:

DATE SUBMITTED:

Assumption Agreement Covering the Transfer of Rights of Product Covered
by the AFM Sound Recording Labor Agreement

1. The undersigned, _____,
[Name and address of buyer, assignee, lessee, licensee or other transferee]
herein for convenience referred to as the “Licensee”, hereby agrees with
_____, herein for convenience referred to as the
[Name of Company]

“Company”, that [Identify title, length and identification number of each Phonograph Record, Concert DVD and Traditional Music Video and album number, if applicable, covered by agreement – via an attached list - Exhibit “A”] (“covered products”) are produced from master records, containing music performed or conducted by musicians covered under one or more Sound Recording Labor Agreements.

2. **Obligations of the Licensee Under this Agreement.** The Licensee hereby assumes all of the Company’s obligations under the Sound Recording Labor Agreement with respect to the Covered Products, as follows:

- a. With respect to the use of one or more Covered Products for any purpose set forth in the Sound Recording Labor Agreement, the Licensee will comply with all of the payment, reporting, and audit requirements of the applicable Sound Recording Labor Agreement, the Sound Recording Special Payments Fund Agreement and Sound Recording Trust Agreement.
- b. With respect to the use of one or more Covered Products for a purpose not covered under the Sound Recording Labor Agreement (also known as a “new use”), the Licensee will pay to all musicians who rendered services in the recording of the Covered Record an amount equal to all payments (including, without limitation, pension contributions, but excluding health and welfare contributions) that would be required under the AFM agreement that would then apply if the recording were originally made for the purpose set forth under that agreement.

The rights of the Licensee to use such Covered Product shall be subject to and conditioned upon compliance with the terms and conditions of this paragraph 2, and the Federation (acting on behalf of any affected musician) and the Funds shall be entitled to seek injunctive relief and damages against the Licensee in the event the Licensee does not comply with the terms of this paragraph 2.

*Note: The Sound Recording Labor Agreement, Sound Recording Special Payments Fund Agreement, and the Sound Recording Trust Agreement were previously known as the Phonograph Labor Agreement, Phonograph Record Manufacturers' Special Payments Fund Agreement, and Phonograph Record Trust Agreement, respectively. All references in this Agreement to the Sound Recording Labor Agreement, Sound Recording Special Payments Fund Agreement and Recording Trust Agreement will be deemed to include references to the Phonograph Record Labor Agreement, the Phonograph Record Manufacturers' Special Payments Fund Agreement and the Phonograph Record Trust Agreement, respectively, where appropriate.

3. Limitation of Licensee's Liability. The Licensee's obligations with respect to the Covered Product set forth in paragraph 1 are limited to those obligations set forth in paragraph 2, and in no event shall the Licensee be deemed, solely as a result of having executed this assumption agreement, to have any other obligation under any Federation agreement or to be a signatory to any Federation agreement. In addition, the Licensee's obligations with respect to the Covered Product are limited to those rights actually acquired by the Licensee and only for the period it holds such rights (except to the extent that it transfers those rights to another party, in which case it shall retain liability unless it obtains an assumption agreement in substantially the same form as this assumption agreement).

Identification of Phonograph Recordings/Artists – Submit in the form of Exhibit "A" and attach hereto.

Effective Date of Transfer _____

_____ Print Name of Company	_____ Print Name of Company
By: _____ Signature of Authorized Officer	By: _____ Signature of Authorized Officer
_____ Print Name of Authorized Officer	_____ Print Name of Authorized Officer
_____ Address	_____ Address
_____ City, State, Zip code	_____ City, State, Zip code
_____ Phone Number	_____ Phone Number
_____ Date	_____ Date

Exhibit “A”

Identification of Phonograph Records, Concert DVD’s, Traditional Music Videos, covered by the AFM Assumption Agreement

[List information for each album and/or song separately]

Licensors: _____ Licensee: _____

Name of Artist/Group or Project: _____

Album Title: _____ Album # _____

Title (e.g. name of song/track)	Rec. Date	Trk Lngth	ISRC #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____

**American Federation of Musicians Sound
Recording Scales (Non-Symphonic) Effective
February 1, 2019 – January 31, 2020 - Extended**

No Recording is Permitted without the Use of a Valid AFM Recording Agreement

AFM Pension / Health and Welfare

Pension: All Sessions AFM-EP Fund contribution 14.09% of Gross Scale
(including overtime and doubling)
(Rate inclusive of Rehab 2, mandatory after 180-grace period ends 7/30/2020)
(Contributions to Canadian Pension Fund 11.75%)
(including overtime and doubling)

Health and Welfare: \$28.00 per musician for the first original service and \$22.00
for each additional service that day

Arranger/Orchestrator/Copyist: \$28.00 per service and \$22.00 each additional
service per day

*Note: No Cancellations less than seven (7) days prior to the date of the session,
except with consent of the office of the Federation President in the event of an
emergency.*

BASIC SESSION SCALES

3 Hours (15 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 4 sides		
	Scale	AFM-EP Fund
Leader / Contractor	\$868.42	\$122.36
Sideman	\$434.21	\$61.18
½ Hour O.T.	\$144.74	\$20.39
¼ Hour O.T.	\$72.37	\$10.20
1 st Double (20% of scale)	\$86.84	\$12.24
2 nd Double & each thereafter (15% of scale)	\$65.13	\$9.18

3½ Hours (20 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 5 sides		
	Scale	AFM-EP Fund
Leader / Contractor	\$1,157.90	\$163.15
Sideman	\$578.95	\$81.57
1 st Double (20% of scale)	\$115.79	\$16.31
2 nd Double & each thereafter (15% of scale)	\$86.84	\$12.24

*The 14.09% AFM-EP Fund is required under the rehabilitation plan adopted by the Board of Trustees of the AFM-EP Fund as required by law. The contribution rate to the Canadian Pension is 11.75%.

BASIC SESSION SCALES continued

4 Hours (25 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 6 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,447.38	\$203.94
Sideman	\$723.69	\$101.97
1st Double (20% of scale)	\$144.74	\$20.39
2nd Double & each thereafter (15% of scale)	\$108.55	\$15.29

4 ½ Hours (30 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 7 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,736.86	\$244.72
Sideman	\$868.43	\$122.36
1st Double (20% of scale)	\$173.69	\$24.47
2nd Double & each thereafter (15% of scale)	\$130.27	\$18.36

5 Hours (35 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 8 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$2,026.34	\$285.51
Sideman	\$1,013.17	\$142.76
1st Double (20% of scale)	\$202.63	\$28.55
2nd Double & each thereafter (15% of scale)	\$151.98	\$21.41

Duties of Leaders and/or Contractors:

1. Session MUST be reported in advance
2. Contracts MUST be filled in COMPLETELY
3. The leader or contractor MUST, WITHIN 72 HOURS of the session, turn in a B-4 report form with completed W-4's and I-9's, with back up, for all personnel to the company and have the representative of the company accepting the report form initial and date it to acknowledge receipt of same. If the report forms W-4's and I-9's are mailed to the company, they must be sent by certified mail, and return receipt requested.

The Following Holidays – DOUBLE SCALE

In the United States:

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

In Canada:

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

PREMIUM RATES

One and one-half times the basic session and overtime rates shall be paid on all recordings which occur during the following times:

PREMIUM RATES APPLY: (i) Between Midnight and 8:00 AM
 (ii) After 1:00 PM on Saturdays if 6th consecutive day of work for Company and;
 (iii) On Sundays

PREMIUM RECORDING SCALES – 150% OF REGULAR SCALE

3 Hours (15 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 4 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,302.64	\$183.54
Sideman	\$651.32	\$91.77
½ Hour O.T.	\$217.11	\$30.59
¼ Hour O.T.	\$108.56	\$15.30
1st Double (20% of scale)	\$130.26	\$18.35
2nd Double & each thereafter (15% of scale)	\$97.70	\$13.77

3½ Hours (20 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 5 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,736.86	\$244.72
Sideman	\$868.43	\$122.36
1st Double (20% of scale)	\$173.69	\$24.47
2nd Double & each thereafter (15% of scale)	\$130.27	\$18.36

PREMIUM RECORDING SCALES continued

4 Hours (25 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 6 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$2,171.08	\$305.91
Sideman	\$1,085.54	\$152.95
1st Double (20% of scale)	\$217.11	\$30.59
2nd Double & each thereafter (15% of scale)	\$162.83	\$22.94

4½ Hours (30 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 7 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$2,605.30	\$367.09
Sideman	\$1,302.65	\$183.54
1st Double add (20% of scale)	\$260.53	\$36.71
2nd Double & each thereafter (15% of scale)	\$195.40	\$27.53

5 Hours (35 min. recorded music) No. Sides - Basic Unlimited, Sweeten – 8 sides		
	Scale	AFM-EP Fund
Leader/Contractor	\$3,039.52	\$428.27
Sideman	\$1,519.76	\$214.13
1st Double (20% of scale)	\$303.95	\$42.83
2nd Double & each thereafter (15% of scale)	\$227.96	\$32.12

SESSIONS WHICH INCLUDE PREMIUM TIME

9:30 PM – 12:30 AM or Saturday 10:30AM – 1:30 PM		
	Scale	AFM-EP Fund
Leader/Contractor	\$940.82	\$132.56
Sideman	\$470.41	\$66.28
1st Double (20% of scale)	\$94.08	\$13.26
2nd Double & each thereafter (15% of scale)	\$70.56	\$9.94

10:00 PM – 1:00 AM or Saturday 11:00 AM – 2:00 PM		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,013.20	\$142.76
Sideman	\$506.60	\$71.38
1st Double (20% of scale)	\$101.32	\$14.28
2nd Double & each thereafter (15% of scale)	\$75.99	\$10.71

10:30 PM – 1:30 AM or Saturday 11:30 AM – 2:30 PM		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,085.58	\$152.96
Sideman	\$542.79	\$76.48
1st Double (20% of scale)	\$108.56	\$15.30
2nd Double & each thereafter (15% of scale)	\$81.42	\$11.47

11:00 PM – 2:00 AM or Saturday 12:00 AM – 3:00 PM		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,157.96	\$163.16
Sideman	\$578.98	\$81.58
1st Double (20% of scale)	\$115.80	\$16.32
2nd Double & each thereafter (15% of scale)	\$86.85	\$12.24

11:30 PM – 2:30 AM or Saturday 12:30 AM – 3:30 PM		
	Scale	AFM-EP Fund
Leader/Contractor	\$1,230.34	\$173.35
Sideman	\$615.17	\$86.68
1st Double (20% of scale)	\$123.03	\$17.33
2nd Double & each thereafter (15% of scale)	\$92.28	\$13.00

SPECIAL SESSION SCALES

1½ Hours (7½ min. recorded music) No. Sides - 2		
	Scale	AFM-EP Fund
Leader/Contractor	\$573.18	\$80.76
Sideman	\$286.59	\$40.38
½ Hour O.T.	\$95.53	\$13.46
¼ Hour O.T.	\$47.77	\$6.73
1st Double (20% of scale)	\$57.32	\$8.08
2nd Double & each thereafter (15% of scale)	\$42.99	\$6.06

2 Hours No. Sides- 2		
	Scale	AFM-EP Fund
Leader/Contractor	\$764.24	\$107.68
Sideman	\$382.12	\$53.84
½ Hour O.T.	\$144.74*	\$20.39
¼ Hour O.T.	\$72.37*	\$10.20
1st Double (20% of scale)	\$76.42	\$10.77
2nd Double & each thereafter (15% of scale)	\$57.32	\$8.08

*Represents overtime payment beyond the first one-half hour.

2019 Rates Currently Extended Indefinitely

Regular Low Budget Recordings

	Previous Agreement	Effective 7/3/17	Effective 2/1/18	Effective 2/1/19
3-hr Min	\$223.23	\$229.93	\$236.83	\$243.93
½ hr O.T.	\$74.42	\$76.64	\$78.94	\$81.32
¼ hr O.T.	\$37.20	\$38.32	\$39.47	\$40.66

Choral Recordings

	Previous Agreement	Effective 7/3/17	Effective 2/1/18	Effective 2/1/19
3-hr Min	\$185.03	\$190.58	\$196.30	\$202.19
½ hr O.T.	\$61.68	\$63.53	\$65.43	\$67.40
¼ hr O.T.	\$30.84	\$31.76	\$32.72	\$33.70

Concept Piece Prod.

	Previous Agreement	Effective 7/3/17	Effective 2/1/18	Effective 2/1/19
2-hr. Min	\$111.63	\$114.98	\$118.43	\$121.98
½ hr O.T.	\$27.91	\$28.75	\$29.61	\$30.50

Pension

Previous Agreement	Effective 2/1/19	"Rehab 2" rate required after 7/30/2020
11.99%	12.81%	14.09%

Health and Welfare

	Previous Agreement	Effective 7/3/17	Effective 2/1/18	Effective 2/1/19
1 st Service	\$24.00	\$26.00	\$27.00	\$28.00
2 nd Service	\$19.00	\$20.00	\$21.00	\$22.00

All Leader and contractor premiums apply as well as doubling, etc.

SOUND RECORDING LABOR AGREEMENT
February 1, 2017 – January 31, 2020

II. 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 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.
- (2) *Credits* – Unless barred by a legal obligation undertaken by an arranger, he shall receive name credit on all seven inch “pop single” records and on all tapes and cartridges in respect of which the number of arrangers used is six or less. Unless the arranger requests he not be given credit and if no legal obligation undertaken by him prevents the use of his name by the Company, the arranger shall receive name credit on all albums. Such credit may appear either on the record label or jacket, or on the tape or cartridge label or package.
- (3) *Minimum Rates* – Since arranging represents highly individual creative skills, the wages paid for arranging are left to the discretion of the person doing the work, provided, however, that the wages shall never be less than provided for in paragraph B(3). Arranging shall be paid for in addition to orchestrating where the same person performs the work of the two classifications. Payment for making and orchestrating an arrangement shall cover both the minimum for arranging and orchestrating.

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 only on takedowns, adjustments, alterations, additions and in other situations where page rates are impractical. The hourly rates for time work shall be \$53.19 effective July 3, 2017, \$54.79 effective February 1, 2018, and \$56.43 effective February 1, 2019.
 - (3) *Page rates for orchestrators* [subject to the rules of paragraph B(4)]
 - (a) For not more than ten lines per score page:
 - (i) Orchestrating an arrangement when incomplete material is furnished, per page: \$33.38 effective July 3, 2017, \$34.38 effective February 1, 2018, and \$35.41 effective February 1, 2019.
 - (ii) Revoicing a score: \$16.82 effective July 3, 2017, \$17.32 effective February 1, 2018, and \$17.84 effective February 1, 2019.
 - (b) For each additional single line in excess of ten lines per score page: \$1.47 effective July 3, 2017, \$1.51 effective February 1, 2018, and \$1.56 effective February 1, 2019.
 - (c) For adding lines to a score already orchestrated (other than revoicing a score) when performed by the original orchestrator, per score page, per
-

SOUND RECORDING LABOR AGREEMENT
February 1, 2017 – January 31, 2020

line: \$1.61 effective July 3, 2017, \$1.66 effective February 1, 2018, and \$1.71 effective February 1, 2019. Any other orchestrator will be paid in accordance with (a)(ii), above.

- (d) For adding piano part: in accordance with (a)(ii), above.
 - (e) Orchestrating the parts (without score): the combined rate for orchestrating and copying.
 - (f) For scoring a piano part from a lead or melody sheet, per piano page: \$33.38 effective July 3, 2017, \$34.38 effective February 1, 2018, and \$35.41 effective February 1, 2019.
 - (g) 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: \$62.10 effective July 3, 2017, \$63.96 effective February 1, 2018, and \$65.88 effective February 1, 2019.
 - (h) For scoring for (choral) voices (a page to consist of not more than four voices, which may include a piano part, with come sopras being paid for): \$14.64 effective July 3, 2017, \$15.05 effective February 1, 2018 and \$15.50 effective February 1, 2019. Each additional voice: \$1.47 effective July 3, 2017, \$1.51 effective February 1, 2018, and \$1.56 effective February 1, 2019.
 - (i) For transcribing a melody from voice, instrument or mechanical device, including chords, symbols and lyrics (1 staff):
 - 1st page (up to 32 measures).....: \$46.36 effective July 3, 2017, \$47.75 effective February 1, 2018, and \$49.18 effective February 1, 2019.
 - Each additional page (up to 32 measures).....: \$33.11 effective July 3, 2017, \$34.10 effective February 1, 2018, and \$35.12 effective February 1, 2019.
 - (j) Exact transcription of all parts of a composition from a mechanical device, and recreating the orchestration:
 - Per score page: double orchestration scale.
- (4) The following rules shall apply to page rates:
- (a) A score page consists of four bars and shall be computed on the basis of a minimum of ten lines.
 - (b) Piano and other multiple-staff parts.
 - (i) "Piano" refers to the pianoforte and to other keyboard instruments commonly written on 2 lines, such as celeste, organ, accordion, etc.
 - (ii) Piano parts where all notes are written out count as 4 lines.
 - (iii) Piano parts constructed only of guitar and bass parts count as 2 lines.
 - (iv) Harp parts, if more than 50% of the measures are fully written out, count as 3 lines; otherwise 2 lines.
-

SOUND RECORDING LABOR AGREEMENT
February 1, 2017 – January 31, 2020

- (v) Organ parts written on 3 staves count as 5 lines.
- (c) Each line of a divisi part shall count as one line.
- (d) A pick-up shall be computed as a full measure.
- (e) Come sopras shall be paid for.
- (f) 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).
- (g) The last page may be paid for on a half-page basis.
- (h) The page rates do not include proofreading service.
- (i) Voice and conductor lines written into a score shall be treated as instrumental lines.
- (j) Synthesizers, and other devices
 - (i) Patch and controller information for each part shall count as an additional line.
 - (ii) Where “layering” of instrumental voices occurs, an extra line per voice shall be charged.

C. Copyists

- (1) Time rates for copyists may be used only on pasting, cutting, production lines, and in other situations where page rates are impractical. The hourly rates for time work shall be \$27.44 effective July 3, 2017, \$28.26 effective February 1, 2018, and \$29.11 effective February 1, 2019.
- (2) **Page rates for copyists shall be as follows** [subject to the rules set forth in paragraph C(3)]:

INSTRUMENTAL PARTS

	Effective	7/3/17	2/1/18	2/1/19
1.	a. Single stave parts: single notation	5.52	5.69	5.86
	b. Single stave parts: chorded and/or divisi (Chorded: guitar, banjo, vibraphone and similar parts) (Divisi: When more than 50% of page)	9.52	9.81	10.10
2.	a. Double stave parts: chorded piano, organ, harp, celeste, etc.	9.52	9.81	10.10
	b. Rhythm piano parts: chord symbols and bass line	7.27	7.49	7.71

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3.	a. Piano with vocal melody cued (no lyrics–full chords)	12.43	12.80	13.18
	b. Rhythm piano with vocal melody cued (no lyrics–chord symbols)	9.79	10.08	10.38
	c. Piano with orchestral cues (Piano-Conductor)	15.18	15.64	16.11

	Effective	7/3/17	2/1/18	2/1/19
4.	a. Piano-Vocal: 3 staves with lyrics (one set) and full chords	14.49	14.92	15.37
	b. Rhythm Piano-Vocal: 3 staves with lyrics (one set) and chord symbols	11.72	12.07	12.43
	c. Piano Vocal and orchestral cues with lyrics (Piano Conductor)	16.24	16.73	17.23

5.	Lead sheet: single melody line with lyrics (one set) and chord symbols	21.73	22.38	23.05
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6.	Concert score parts where transposition is necessary (no additional charge to be made for transposition)	8.22	8.47	8.72
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VOCAL PARTS

	Effective	7/3/17	2/1/18	2/1/19
7.	a. Single voice line with lyrics (one set)	8.22	8.47	8.72
	b. Foreign language lyrics, extra per page	1.97	2.03	2.09

8.	a. Choir parts with lyrics (one set)	24.65	25.39	26.15
	b. Foreign language lyrics, extra per page	1.47	1.51	1.56

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CONDUCTOR PARTS

(Piano-Conductor), Production Control, etc. (one or more staves)

	Effective	7/3/17	2/1/18	2/1/19
9.	a. Lead lines with notated instrumental cues	30.15	31.05	32.60
	b. (+) Harmonically complete	40.89	42.12	43.38
	c. (+) NOTE: If 12 stave paper is used in this category, not more than 3 braced systems per page shall be allowed.			
10.	Adding lyrics (or words) per set, per page:			
	a. Single stave parts	1.97	2.03	2.09
	b. Multiple stave parts	1.47	1.51	1.56
	c. Foreign language	3.06	3.15	3.24
11.	Numbering bars, per page (no charge for normal use of rehearsal letter)	0.87	0.90	0.93
12.	Chord symbols (when added, per page):			
	a. Single stave parts	1.97	2.03	2.09
	b. Multiple stave parts	0.87	0.90	0.93
13.	a. Single stave part for SOLO PERFORMANCE			50% additional
	b. Solo piano, classical, concert, symphonic or similar parts	16.24	16.73	17.23
14.	MASTER COPY FOR REPRODUCTION: Copying or extracting parts to be duplicated by any process	Double all applicable rates (except items 5, 8a and b, 9a and b above which shall be paid at the single rate).		
15.	Adding symbols (other than chord symbols) for Electronic Instruments or Devices:			
	a. Single stave parts	3.20	3.30	3.40
	b. Multiple stave parts	1.60	1.65	1.70

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- (3) The following rules shall apply to page rates:
- (a) For duplicating orchestra and band scores (note for note), the minimum rate shall be seventy-five (75%) per cent of the orchestrating rate for scoring same.
 - (b) For remaking a score from regular parts, the minimum rate shall be seventy-five (75%) per cent of the orchestrating rate for scoring same.
 - (c) Modulations, new introductions, endings and interpolations from piano shall be paid for at orchestrating rates.
 - (d) Symphony, opera, cantata, oratorio, ballet or any other standard or classical music (copies, transcriptions, extractions) shall be paid for at forty (40%) per cent 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 constructing overtures, selections, finales, etc., shall be paid for at fifty (50%) per cent more than the rates listed, provided that if such work requires a transposition of parts, for the parts so transposed, there shall be an extra charge of 50% of the listed rates.
 - (f) When the services of more than one copyist are necessary to complete the work assignment, the contracting copyist shall be designated as a supervisor copyist and shall be paid for such services 25% more than the listed rates for the work which he or she supervises (which will be deemed to include copying done by him or her if the additional copyist(s) perform more than one-third of the copying on such assignment).
 - (g) When two or more copyists are required to split scores for the convenience of the Company, 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 Company, shall be paid for at the rate of \$37.88 effective July 3, 2017, \$39.02 effective February 1, 2018, and \$40.19 effective February 1, 2019 per hour, with no minimum call to be applicable to such rate.
 - (i) Editing shall be paid for at the copying rate plus 50%.
 - (j) 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 stave paper, unless impractical.
 - (k) Rates shall be computed on page and half-page rates except that the first page shall be paid in full rather than prorated.
 - (l) An average of four bars 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.
 - (m) 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.
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- (n) All paper and necessary working material shall be supplied by the Company or furnished by the copyist at cost.
- (o) Transposition of all parts shall be paid for at fifty (50%) percent more than the listed rates.
- (p) Use of rehearsal letters every two, three or four bars or to circumvent payment for numbering shall not be deemed normal use.

D. Health and Welfare Fund Contributions

For each arranger and orchestrator the Company will contribute to any existing lawful Health and Welfare Fund of any Federation Local and commencing thirty days after notice in writing to any such lawful Fund as may be established hereafter by any other Federation Local, for each original composition as to which services are performed on non-symphonic records performed within the jurisdiction of such Federation Local by each arranger and orchestrator covered by this agreement: effective July 3, 2017, the Company shall contribute \$26.00 for the first original service and \$20.00 for each additional service that day, effective February 1, 2018, the Company shall contribute \$27.00 for each original service and \$21.00 for each additional service that day, and effective February 1, 2019, the Company shall contribute \$28.00 for each original service and \$22.00 for each additional service that day. For each copyist the Company will contribute to any existing lawful Health and Welfare Fund of any Federation Local and commencing thirty days after notice in writing to any such lawful Fund as may be established hereafter by any other Federation Local, for work on non-symphonic records performed within the jurisdiction of such Federation Local by each copyist covered by this agreement: effective July 3, 2017 the Company shall contribute \$26.00 for the first original service and \$20.00 for each additional service that day, effective February 1, 2018, the Company shall contribute \$27.00 for each original service and \$21.00 for each additional service that day, and effective February 1, 2019, the Company shall contribute \$28.00 for each original service and \$22.00 for each additional service that day.

- (a) With respect to those members of any such Local Union who are participants in that Health and Welfare Plan the plan shall credit each of their accounts with the applicable payment;
 - (b) With respect to those musicians who are participants in another Local Union's Health and Welfare Plan, the plan which receives the Company's contribution shall transmit to the participant's plan(s) an amount of money equal to the Company's contributions for all such musicians;
 - (c) With respect to those musicians who do not participate in any Local Union's Health and Welfare Plan and who perform original services within the jurisdiction of a Local having such a plan, the Company shall make the appropriate payment directly to each such musician. In the event that payments were inadvertently made to the wrong party, the employer shall not be held liable nor obligated to make additional payments; and
 - (d) With respect to any such original service performed within the jurisdiction of a Local Union where no such Fund is established, and the musicians performing any such original service participate in another Local Union's Health and Welfare Plan, the Company shall send the Health and Welfare contributions to the Local Union in whose jurisdiction such original service was performed and that Local Union will transmit the contributions and
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crediting information to the appropriate Local Union's Health and Welfare Plan.

- (e) With respect to any such original service performed within the jurisdiction of a Federation Local where no such Fund is established, and the musicians do not participate in any Local Union's Health and Welfare Plan, the Company shall pay to each such musician said aforementioned amounts.

No such Health and Welfare Fund contribution whether paid to any Fund or paid directly to a musician shall be the basis for computing the applicable AFM-EP contribution or any other payments under this agreement such as doubling, overtime, premium time pay, etc.

E. General Rules Applicable to Arrangers, Orchestrators, Copyists and Librarians

- (1) The arranger or orchestrator shall deliver to the copyist 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, 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 use other than phonograph records shall be paid for hereunder when first used for phonograph records. Arrangements, orchestrations and parts made initially for phonograph records shall not be used in any other field either by the Company or with its authorization unless the rate applicable to such 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) In cases where an hourly rate is applicable the minimum call shall be four hours.
 - (5) Orchestrators and copyists shall receive the following premium rates:
 - (a) For work from 6:00 p.m. to 12 midnight, the listed rate plus one-half.
 - (b) For work on Saturdays from 9:00 a.m. to 6:00 p.m., the listed rate plus one-half.
 - (c) For work in excess of eight hours in one day and until midnight, the listed rate plus one-half.
 - (d) For work from 12 midnight until dismissed, and after 6:00 p.m. on Saturdays, double the listed rates.
 - (e) For work performed on the same job at anytime following a call-back less than eight hours after prior dismissal during premium pay hours, double the listed rates.
 - (f) For work 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.
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Each of these holidays shall be observed on the day on which it is observed by employees of the United States Government or of the Government of Canada.

- (6)(a) If the Company requests an orchestrator or copyist to work in a city other than the one in which he resides, work done out of town or en route shall be paid for at the listed rate plus 25%. In the case of an orchestrator, the Company shall guarantee a minimum of \$70.00 per day plus \$50.00 for personal expenses. In the case of a copyist, the Company shall guarantee a minimum of \$55.00 per day plus \$50.00 for personal expenses. In addition, when such orchestrator or copyist is required to remain overnight, the Company will reimburse the musician for the reasonable cost of a hotel room.
- (b) Round-trip first class transportation, with sleeper for overnight travel, shall be furnished by the Company.
- (7) Pick up and messenger service will be paid for by the Company.
- (8) The rates specified herein relate to arranging, orchestrating and copying services of every nature as utilized in connection with phonograph records and no other rates shall be applied for any such services.
- (9) Copyists who are required by the Company to attend recording sessions shall be paid at the page rate or at the hourly rate, whichever is higher.
- (10) Any covered librarian who is required by the Company to attend a recording session shall be paid at the side musician's rate.
- (11) The Leader or arranger shall collect and return musical parts and scores to the Company representatives at the end of each recording session, provided however, that the Company shall not be liable for the leader's or arranger's failure to collect such parts and scores if it did not interfere with his efforts to do so.

F. Electronic Data

If a computer is used to create electronic data, the Company may elect to obtain the disc (or other device hereinafter referred to as "disc") on which the data is stored for no additional charge. If the Company exercises its right to do so and the disc contains a reproducible musical performance and the disc thereafter is used as an additional musical performance on a phonograph record, an additional payment shall be made to the musician(s) in accordance with the applicable terms and conditions of this agreement.
