

MUSICIAN'S UNION LOCAL # _____

AMERICAN FEDERATION OF MUSICIANS, AFL-CIO

LOCAL BROADCAST MEDIA AGREEMENT (NON-SYMPHONIC)

1. This Agreement is made and entered into by and between _____, hereinafter called the "Producer", and Local Union # _____ of the American Federation of Musicians of the United States and Canada, hereinafter called the "Local Union".
2. The parties hereto agree that the sole purpose of this Agreement is to establish rates and conditions for musicians employed in the production of the local broadcasts.
3. It shall be a condition of employment that all employees of the Producer covered by this Agreement who are members of the Federation in good standing on the execution date of this Union Security agreement shall remain members in good standing and those who are not members on the execution date of this Union Security agreement shall, on the thirtieth day following said execution date, become and remain members in good standing of the Federation. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after said execution date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing of the Federation. To the extent permitted by applicable law, only the services of members in good standing of the Federation shall be used for the performance of any bargaining unit work in Canada.
4. The Producer recognizes the Local Union as the sole and exclusive collective bargaining agent for all instrumental musicians, conductors, copyists, orchestrators and arrangers of instrumental music, synthesizer programmers, and those who perform similar or related services connected with local broadcasts within the jurisdiction of the Local Union.
5. The Producer shall not require, request, induce or in any manner attempt to influence any person covered by this Agreement to render services pertaining to the production for broadcast media, except under the terms of this (Local) Agreement and/or of the appropriate National Labor Agreement of the American Federation of Musicians. The Local Union shall make every effort and exercise full authority to see that its member engaged in recording activities do nothing in derogation of the terms and intent of this Agreement.
- 6A. The Producer shall give advance notice to the Local Union of all sessions called under this Agreement.
- 6B. A completed B-8 (video/live television) or B-10 (radio) Report Form shall be filed by the Producer of its designee with the Local Union and shall accompany each payment required under this Agreement for each recording session.

7. Representatives of the Local Union and/or the Federation shall not have access to the place of production for the purpose of conferring with the musicians.
8. If the Producer shall sell, assign, lease, license or otherwise transfer title to a program produced under the terms of this Agreement to any other person, firm or corporation, it shall obtain from said buyer, assignee, lessee, licensee or transferee a separate Agreement (Buyer's Assumption Agreement) made expressly for the benefit of the American Federation of Musicians as representative of the musicians involved, requiring such buyer, assignee, lessee, licensee or transferee to comply with the provisions of this Agreement. The Producer agrees to deliver to the Union an executed copy of the Buyer's Assumption Agreement within thirty (30) days after the sale, assignment, lease, license or other transfer of such program with the name and the address of the buyer, assignee, lessee, licensee, or transferee. Upon delivery of such Buyer's Assumption Agreement and on condition that the Union approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee, Producer shall not be further liable for payments required under this Agreement.
- 9A. Should the broadcast of a program produced under this Agreement emanate from any place other than from within the jurisdictional boundaries of the Local # _____, the Producer shall immediately inform the Local Union of that fact and further agrees to enter into and fulfill all conditions required by the then current National Agreement covering this type of broadcast. Payment of the then prevailing wages, benefits and payments specified in the National Agreement shall be made to all musicians who perform services in the original production of this program including all provisions for minimum calls, doubling, etc., with credit applied for the original payment.
- 9B. Except as otherwise explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the performance in any manner or by any means whatsoever, by the Producer or by any other person(s), in the absence of a specific written Agreement with the American Federation of Musicians International Office.
10. In the event that the program made under this Agreement is ever used for any purpose not explicitly set forth herein, including but not limited to conventions, sound recordings, commercial announcements, motion pictures, or videotape/live television, the Producer shall sign upon presentation and shall fulfill all conditions required by the applicable agreement of the American Federation of Musicians pertaining to such use, including but not limited to payment of all applicable wages and benefits.
11. Pursuant to the provisions of federal law, in those states where permitted, the Producer agrees to deduct the applicable work dues, based on scale wages, from the wages of each musician rendering services pursuant to this Agreement and to remit such work dues to the Union within 15 days after such deductions are made.

12. For the services rendered by the musicians covered by this Agreement in Local Broadcast Media, the Producer agrees to compensate the musician in accordance with the terms and conditions as provided in Addendum "A" which is attached and made a part hereof.
13. Producer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended from time to time providing for contributions to the AFM and Employer's Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the employer, an amount equal to 12.1% of wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of total contribution amount will not be considered when calculating future benefit payments to the fund.
14. This Agreement shall be in full force and effect for one year from _____, and, except as set forth above shall terminate automatically on midnight, _____ without notice from either party to the other.

LOCAL UNION # _____
 AMERICAN FEDERATION OF MUSICIANS
 OF THE UNITED STATES AND CANADA

COMPANY:

(ADDRESS)

By: _____
 (SIGNATURE)

(PHONE)

BY: _____
 (SIGNATURE)

 (NAME AND TITLE - PRINT)

 (NAME AND TITLE - PRINT)