



# American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

TINO GAGLIARDI  
OFFICE OF THE PRESIDENT  
1501 Broadway, Ninth Floor  
New York, NY 10036

# TELEVISION VIDEOTAPE AGREEMENT SIGNATORY PACKET

May 23, 2025 – May 24, 2028

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

## Overview and Agreement Scope

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

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

The signatory Employer should be the entity which owns and controls the program, usually the producer of the show. This is often distinct from the network on which the show airs.

## **Project Checklist**

As an Employer looking to record a television program, the following list is meant to guide you through the process of getting the recording under contract, filing the work, paying the Musicians and handling subsequent payments for additional usage of the program. Note that if you use a music contractor, they can take care of many of these steps for you:

- ☐ **Confirm Signatory Status:** In order for recording work to be covered, you must have signed an AFM “Letter of Acceptance” to the agreement in advance of not only the session, but also in advance of hiring the Musicians. If you are unsure of your signatory status, contact the Federation. If you are not a signatory, submitting the Letter of Acceptance on page 3 will grant you full signatory status to the Television Videotape Agreement for all programming you produce for broadcast. To cover only one individual program, utilize the “Single Project” Letter of Acceptance on page 4.
- ☐ **Report the Session to the AFM Local:** Prior to recording, it is always beneficial to send advanced notice of the session to the AFM Local Union office whose jurisdiction in which the recording is taking place. To find the appropriate Local, visit the AFM website and click “About” and then “Locals”, where you can search by location.
- ☐ **Put out the Call to the Musicians:** Once you are signatory and the session is reported, you may call the Musicians you intend to hire. Musicians will need to know the location, time and length of the session, the scale they will be working under, and the title of the program on which they are performing.
- ☐ **Collect Paperwork:** In order to payroll the session, collect W-4s, I-9s and any other documents required for payroll, as well as any information that might be necessary to complete the B-Report Form. Familiarize yourself with the Report Form in advance so you know what types of information are required.
- ☐ **During the rehearsals and taping session(s),** the Leader (the instrumental musician who leads the group in performing) should keep track of the hours worked and the instrumental parts performed by each Musician.
- ☐ **Fill Out the B-Report Form:** After the session is complete, fill out the B-8 Report Form (available on page 18) including the calculation of wages and benefits. Assistance on this can be found later in the packet. The B-8 should be signed by both you (the Signatory of Record) as well as the Leader (the instrumental musician who leads the group in performing). It is important these signatures be included to confirm that the Leader has looked over the document to ensure that the hours and wages are reported correctly.
- ☐ **Submit the B-8 to Payroll:** The session report is sufficient as an invoice for payment. Once complete, the B-8 session report should be sent to payroll so checks can be issued in a timely manner. Musicians must be paid within 15 business days of the session. Copies of the B-8 must be sent to the applicable Local as well as the AFM and Employers’ Pension Fund. You should also retain a copy for your own records.
- ☐ **Handle Residual Payments as Required:** The original session payment under this agreement covers the first network broadcast of the program. Any subsequent broadcast, whether domestic or foreign, will require an additional payment. More information on residuals can be found later in this packet.

**TELEVISION VIDEOTAPE AGREEMENT  
MAY 23RD, 2025 – MAY 24TH, 2028**

**LETTER OF ACCEPTANCE**

The undersigned Employer has read, understands and voluntarily accepts and adopts the Television Videotape Agreement ("Agreement") (and, if applicable, the summary of such Agreement) of the American Federation of Musicians of the United States and Canada, AFL-CIO ("AFM"), and each and every provision of said Agreement, which is in full force and effect from May 23rd, 2025, through May 24th, 2028, inclusive, and hereby incorporates such Agreement provisions as its own Television Videotape Agreement with the AFM, for the full term of said Agreement. Whenever the term "Employer" is used in said Agreement, said term shall include the undersigned Employer.

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

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

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

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

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

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

<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.

**TELEVISION VIDEOTAPE AGREEMENT**  
**MAY 23<sup>RD</sup>, 2025 – MAY 24<sup>TH</sup>, 2028**

**SINGLE PROJECT**  
**LETTER OF ACCEPTANCE**

The undersigned Employer has read, understands and voluntarily accepts and adopts the Television Videotape Agreement ("Agreement") (and, if applicable, the summary of such Agreement) of the American Federation of Musicians of the United States and Canada, AFL-CIO ("AFM"), and each and every provision of said Agreement, which is in full force and effect from May 23, 2025 through May 24, 2028, inclusive, and hereby incorporates such Agreement provisions as its own Television Videotape Agreement with the AFM, for the full period of pre-production, production, and post production of the below referenced single project title. Whenever the term "Employer" is used in said Agreement, said term shall include the undersigned Employer. It is also understood that this Letter of Adherence is applicable only to

the \_\_\_\_\_ show.

☐ One-Time Program

☐ Series

If One-Time Program,  
Tape 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: \_\_\_\_\_

**AFM USE ONLY**

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.

## Original Sessions

Please note that the rates included within this toolkit are in effect from May 25, 2025 through and including May 23, 2026. There will be a 4% increase effective May 24, 2026.

### ***Basic Rates (Air Rate and Minimum Rehearsal Hours)***

The minimum scale wage compensation (“Minimum Call”) for Instrumental Musicians under the Videotape Agreement consists of two components: the **air rate** and a minimum number of **rehearsal hours**. These amounts are themselves determined by two factors: the length of the program and how often it airs. While the number of required rehearsal hours will vary, the rehearsal hour rate is consistent across the entire Agreement; it is currently **\$90.20**.

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

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

#### **Basic Rates for Variety Programs (other than strips):**

<b>Program Length</b>	<b>Air Rate</b>	<b>Minimum Rehearsal</b>	<b>Minimum Call</b>
30 minutes	\$124.50	2 hours, same day	<b>\$304.85</b>
60 minutes	\$156.05	4 hours, same day	<b>\$516.80</b>
90 minutes	\$232.85	6 hours, at least 4 on the final day	<b>\$774.00</b>
Beyond 90, for each additional 15 minutes of program length:	Add \$38.95 to above	Add 1 hour to above, remains 4 on final day	

Taking a 90-minute program above as an example, the minimum payment that a musician must receive for appearing on a program of this length consists of the air rate of \$232.85 (which covers 90 minutes of working time, usually the taping period) and six (6) hours of rehearsal paid at the hourly rate of \$90.20 per hour; *four (4) of these rehearsal hours must take place on the final day of taping.*

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

For programs longer than 90 minutes, use the final row of the chart above to determine the proper calculation of required hours and air rate (the scale summary provided within this packet and on the AFM website lists programs longer than 90 minutes, so you can check your math...) A two-hour show would have to add \$38.95 twice to the \$232.85 air rate, yielding a two-hour air rate of **\$310.75**. This program would also require a minimum of 8 rehearsal hours at a rate of \$90.20 per hour. This results in a minimum call of  $\$310.75 + \$90.20 \times 8 = \mathbf{\$1,032.35}$ .

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

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

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

<b>Program Length</b>	<b>Air Rate</b>	<b>Minimum Rehearsal</b>	<b>Minimum Call</b>
30 minutes	\$158.70	1 hr. in 3-hr. span	<b>\$248.85</b>
60 minutes	\$189.80	2 hrs. in 4-hr. span	<b>\$370.25</b>
90 minutes	\$284.70	2 hrs. in 5-hr. span	<b>\$465.10</b>
Beyond 90, for each additional 15 minutes of program length:	Add \$47.45 to above		

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

<b>Program Length</b>	<b>Air Rate</b>	<b>Minimum Rehearsal</b>	<b>Minimum Call</b>
30 minutes	\$174.60	1 hr. in 3-hr. span	<b>\$264.75</b>
60 minutes	\$209.75	2 hrs. in 4-hr. span	<b>\$390.15</b>
90 minutes	\$314.25	2 hrs. in 5-hr. span	<b>\$494.65</b>
Beyond 90, for each additional 15 minutes of program length:	Add \$53.90 to above		

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

<b>Program Length</b>	<b>Air Rate</b>	<b>Minimum Rehearsal</b>	<b>Minimum Call</b>
30 minutes	\$195.70	1 hr. in 3-hr. span	<b>\$285.95</b>
60 minutes	\$234.20	2 hrs. in 4-hr. span	<b>\$414.60</b>
90 minutes	\$349.20	2 hrs. in 5-hr. span	<b>\$529.55</b>
Beyond 90, for each additional 15 minutes of program length:	Add \$61.10 to above		

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

***Additional Rehearsal Conditions***

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

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

On such a prior day, if more than one (1) hour (excluding a meal break) elapses between the end of a session and the start of a second session, such second session shall be a minimum of two (2) consecutive hours, provided that overtime premiums are not required if the time is not actually worked. This provision does not

apply if either of the sessions contains no actual rehearsal but is limited to the use of tapes or records without the orchestra being physically present.

### **Common Considerations**

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

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

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

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

<b>Program Length</b>	<b>Fixed Formula</b>	<b>First Double (25%)</b>	<b>Additional Doubles (10%)</b>
30 minutes	Air Rate + 4 hours	\$121.35	\$48.55
60 minutes	Air Rate + 8 hours	\$219.40	\$87.75
90 minutes	Air Rate + 12 hours	\$328.80	\$131.55
120 minutes	Air Rate + 16 hours	\$438.50	\$175.40

Doubling is not the same as performing **multiple parts** (or “overdubbing”), which is recording one instrumental part, then recording another instrumental part over that same part, such that the tracks are layered in a way that could only have been performed in real time by more than one Musician. If a Musician performs multiple parts, they shall be paid the total of all payments which would otherwise have been payable had separate Musicians been used for those parts. These parts shall be listed as separate lines on the B-8 Report Form.

If the Musician is required to bring heavy instruments to a recording session, they shall be paid for **cartage**. If the Musician must take public transportation as the only practicable manner of transportation, cartage bills should be paid as submitted. If private transportation is taken, then the cartage fee shall be **\$10.00** for the smaller grouping of instruments (timpani, string bass, tuba, drums, amplifiers, baritone saxophone, bass saxophone, cello, contrabass clarinet and contra bassoon) and **\$40.00** for the larger grouping (harp and electric piano). Cartage is not a scale wage and is not subject to pension or reuse.

**Premium time** of 150% of base scale shall be paid for all work performed beyond the “Time Spread,” meaning 8 hours after the time of the initial call, provided this time is between 8:00 a.m. and midnight. For all work between midnight and 8:00 a.m., the premium rate is also 150%. However, if both premiums are incurred (i.e., work is beyond 8 hours and also after midnight), then the premium rate is 200%.

A 200% premium rate shall also apply on the following holidays in the United States: New Year’s Day, Presidents’ Day, Memorial Day, Juneteenth, Labor Day, Thanksgiving and Christmas Day. The Agreement also

provides for 200% of scale on the following holidays in Canada: New Year's Day, Good Friday, Labour Day, Canada Day and Christmas Day. Please note that Canadian productions do not utilize this agreement for network television (that agreement is bargained between the AFM and Canadian Broadcasting Corporation), so these premiums would only be incurred by American productions taping in Canada.

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

A session, once called, cannot be cancelled or postponed within four (4) days of the call. In the event of an emergency, an engagement may be cancelled or postponed on shorter notice with the consent of the Office of the President of the Federation. In the event of force majeure within the four-day window, a Musician is entitled to 50% of their guaranteed compensation.

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

A **rest period** or intermission of ten (10) minutes per hour away from the stand shall be given on all engagements. There shall be no combination of more than two (2) rest periods and no rest period can be given within the first 30 minutes of a session, provided that all Musicians are present at the commencement of such a session. A 50% penalty shall be imposed, in 15-minute increments, for rest periods not taken, except in the case of taping live or airing live.

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

## ***Music Preparation***

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

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

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

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

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

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

Arrangers may negotiate their own rates, as the skill is highly specialized, but in no case shall such a rate be less than the calculated scale rate for orchestration.



Note that under this Agreement, it is mandatory that Music Preparation personnel confirm and sign their invoices for payment, to confirm that their work product has been accurately reflected.

### ***Pension Contributions***

For all scale wage payments made under this Agreement, the Employer shall contribute an amount equal to 12.1% of those scale wages to the American Federation of Musicians and Employer's Pension Fund. This amount is inclusive of all updates to the Fund's Rehabilitation Plan. All of the wages discussed previously in the packet, with the exception of cartage and costuming, are considered scale wages.

### ***Health & Welfare Contributions***

Payment of health & welfare contributions are required for all musical services under this Agreement at the specified day rate. This day rate is per service, so if an instrumental musician were to also provide a music preparation service on the same day (for example, if one of the performing musicians at an evening concert has, earlier in the day, also copied the sheet music from which the band is performing), they shall be entitled to the day rate for each service. Currently, the day rate health & welfare contribution per Musician is **\$40.00**. This rate will increase in the out years of the contract (\$45 in year two, \$50 in year three).

**New in 2026:** Effective one year after notice of ratification, for any new programs or new seasons of programs, an additional **2%** of scale wages will be paid as health & welfare contributions on domestic residuals. This is covered on page 14.

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

### ***Work Dues Checkoff***

**New in 2025:** This new contract introduces Work Dues checkoff for original session payments which will need to be implemented no later than February 23, 2026. The applicable work dues percentage should be deducted directly from the paycheck of those musicians who've provided written authorization to do so. The written authorization form is included on page 20 of this packet. The amount to be deducted shall be the percentage and/or dollar amount specified in the approved Local Union Bylaws. If there is a change to the percentage and/or dollar amount to be deducted, the Local Union will notify the Producer.

Within ten (10) days after the end of each month, the Producer shall remit to the Local Union, by check or electronic payment, drawn to the order of the Local Union, the total amount of all deductions made during the month for all such employees. The Producer shall also supply the Local Union with a report detailing the names of the employees on whose account such deductions were made, their respective wages during that month, and the total amount of deductions for each employee during that month.

## ***Radio Simulcasts***

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

## ***Incomplete Tracks***

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

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

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

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

## ***Needle Drop and Use of Pre-Recordings in Rehearsals***

If pre-recordings are used during rehearsals within the jurisdiction of the Local in which the pre-recordings were made, the Instrumentalists and Leaders on the pre-recordings shall be deemed present at those rehearsals and shall be paid in accordance with the applicable scale wage and conditions prescribed by the Agreement during such rehearsals.

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

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

In lieu of the first paragraph of this section, the Producer may elect to utilize the “Optional Needle Drop Formula” with respect to weekly variety shows and variety specials (but not for “bank acts,” covered later). Under this formula, the Producer pays a high hourly recording rate in exchange for the right to utilize that recording during rehearsals.

**New in 2025:** The hourly rate for a needle drop session now depends on the number of musicians employed for the program. The standard rate is **\$257.95** per hour with a three-hour minimum call. For doubling, payment is fixed regardless of session length; the first double is **\$257.95** and each subsequent double is **\$103.10**.

For orchestras with 26-40 musicians employed, there is a 5% discount on the above rates. For orchestras with 41 or more musicians, the discount is 10%.

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

### ***Theme Music Sessions***

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

For a 3-hour minimum call, the Side Musician wage scale for a theme session is currently **\$292.10**. Overtime may be paid in 15-minute increments at a rate of an additional **\$24.35**. Paying for overtime does not increase the amount of finished product allowed. Doubles are paid at the standard percentages under this Agreement: 25% for the first double and 10% for each subsequent double. Leader and Contractors are paid according to the references to those premiums found elsewhere in the Agreement (see page 7 of this toolkit); Single Musicians receive a 25% premium.

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

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

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

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

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

### ***Splitting the Orchestra***

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

Splitting the orchestra is only permitted under the following circumstances:

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

### ***Run of Show Guarantee***

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

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

### ***News & Magazine Programs***

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

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

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

### ***Bank Acts***

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

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

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

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

### ***Scoring for Daytime Serials and Game Shows***

Underscoring sessions for daytime serials and strip game shows shall be paid at a 3-hour minimum call rate of **\$286.50** and non-musical game shows shall be paid at a 3-hour minimum call rate of **\$328.60**. Overtime is paid on a pro rata basis. Doubles and other premiums are paid in the same manner as in theme music sessions. Up to 15 minutes of music may be recorded at such a session. Payment of overtime does not entitle the Producer to additional final product.

### ***Audition Programs***

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

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

### ***Non-Prime Time Children’s Variety Shows***

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

### ***Summer Replacement Programs***

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

For example, the current 60-minute weekly variety program minimum call is \$516.80. A summer replacement program would therefore carry a minimum call of  $\$516.80 \times 80\% = \$413.44$ . The first reuse of said program would be payable at 75% of \$516.80, not 75% of \$413.44. For more on residuals, please see the next page.

### ***Programs Produced for Foreign Broadcast Only***

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

## **Residuals**

### ***Domestic Reuse***

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

The percentage residual payments for each run are as follows:

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

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

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

The percentage residual payments for special replays are as follows:

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

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

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

### ***Health & Welfare Contributions on Reuse***

**New in 2026:** For any program or new season of a series that commences principal photography on or after May 23, 2026, an additional 2% on reuse wages is due. When the Producer pays a reuse, the musician shall also receive a payment of 2% of the reuse wage amount as a health and welfare contribution. This 2% contribution will be subject to a cap based on program length, with maximum pay-outs tied to the following per-episode wage payments: \$25,000 for 30-minute programs, \$35,000 for 60-minute programs, \$33,000 for 90-minute programs, and \$40,000 for programs exceeding 90 minutes. Please note that these caps are not a typo and are in alignment with similar caps in SAG-AFTRA’s agreement, where increases were recently bargained in the 30- and 60-minute program caps, but not the 90-minute or longer caps.

This contribution payment shall be made to the Fund or directly to the musician as provided on the B report form. With respect to musicians who are members of Federation Locals 47 (Los Angeles) and 802 (New



York), and any other Local which hereafter establishes a Health and Welfare Plan and notifies Industry, Health and Welfare payments for musicians rendering services under this Agreement shall be sent to the plan of the local union in which the individual musician is a member, regardless of the place where the musician performed the services. With respect to all other musicians, Health and Welfare payment for musicians rendering services under this Agreement shall be paid to each musician, regardless of the place where the musician performed the service. Payments should be made no later than 30 days after the reuse payment has been made.

### ***Use of Excerpts (“Clips”)***

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

The payment required for the use of clips (the “clip fee”) is equal to half of the air rate of the program in which the clip is used. For example, the current air rate for a 60-minute weekly variety show is **\$156.05**, so the clip fee for using a clip in such an episode would be **\$78.03**. Instrumental doubles do not apply, but double scale premiums should apply for Leaders, Contractors, Orchestrators and Arrangers. The maximum clip fee payable shall be that of a two-hour program.

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

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

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

### ***Streaming***

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

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

**New in 2025:** For free-to-the-consumer streaming (“AVOD” or Advertising Video on Demand), beyond an initial free streaming window, the Musicians shall be paid 3.5% of their original session wages for each of two 26-week streaming windows. Beyond these two streaming windows, further payment of 1.2% of DGR shall be paid to the FMSMF.

Additionally, when clips of programs (as opposed to the program as a whole) are made available via free streaming, the greater of either the aforementioned AVOD payment or a specific set of Clip Fees are due. For specific details on free streaming payments, please see the 2020 and 2025 MOUs, bearing in mind the above rate increase.

## ***Foreign Use***

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

The new default option (except for award shows and sports) is referred to as the “Distributor’s Foreign Gross Formula.” Under this provision, the Employer pays an additional percentage of the initial compensation when certain thresholds are crossed with regards to the gross revenues received from foreign distribution. 15% of the initial scale pay is due within 60 days of the first foreign telecast. An additional 10% is due when foreign gross exceeds \$7,000 for a 30-minute program, \$13,000 for a 60-minute program, or \$18,000 for a program longer than one hour. An additional 10% is due when foreign gross exceeds \$10,000, \$18,000, or \$24,000, respectively. After the second 10% payment, no further sums shall be payable for foreign telecasts.

Alternatively, the Employer may pay a single percentage of initial compensation under the “Foreign Area Formula,” depending on the territories in which the program is exhibited: 45% for worldwide distribution, 15% for the British Isles (Area 1), 15% for the rest of Europe (Area 2), 5% for Africa (Area 3), 5% for Asia, Australia and Oceania (Area 4), and 5% for Mexico, Central and South America (Area 5). This formula is the default for award shows and sports. The basis of initial compensation is capped at 150% of minimum call for a program 60 minutes or less and 125% of minimum call for a program in excess of 60 minutes.

## ***Supplemental Markets***

The Agreement also contains specific sets of provisions for when programs are sold into “supplemental markets,” which are defined as “cassettes, pay-type CATV, or Pay Television” as well as “In-Flight.” “Cassettes” refer to any audiovisual device designed for replay on a home device, so it would include all home video types from VHS up through DVDs, Blu-Rays and any future technology designed for a similar purpose. Dubbing an English-language program into a non-English language to air on a free television broadcast station which primarily broadcasts in a language other than English is also considered a supplemental market.

The historical standard payment for supplemental markets has been the “tiered formula,” in which a percentage of a certain base amount (as established by the length of the program) is paid once gross receipts from supplemental market distribution has reached certain tiers.

However, a number of optional formulas also exist for payments based on Distributor’s Gross Receipts for sales into specific markets. These formulas include the “Optional Cassette Formula,” the “Optional Basic Cable and In-Flight Formula” and the “Optional Pay TV Formula.”

The finer details of supplemental markets payments are too numerous to list in this toolkit. Please refer to the Local of jurisdiction or to the AFM for additional questions you may have on this topic.



## **Further Considerations**

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

When content produced under this Agreement is used in such a way that incurs an additional payment, the obligation to pay the Musicians on the program remains with the Employer unless those obligations are transferred to another party, usually a Licensee or a Buyer. The Producer should give notice within 30 days after each such sale, assignment, or transfer.

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

### ***Grievance & Arbitration***

**New in 2025:** If a dispute arises between a Producer and the Federation or a Musician over interpretation of the Agreement, the dispute must follow the following grievance and arbitration procedure:

First, a written grievance must be filed within 45 days of when the issue was or should have been known. Then, both sides must meet within 45 days to try to resolve it informally. If they can’t, either side can request arbitration by sending written notice to the other party and the American Arbitration Association (AAA). This must be done within 45 days after the meeting or within six (6) months of the original grievance, whichever is later. If these deadlines are missed, the claim is waived. Arbitration will take place in New York or Los Angeles with an arbitrator chosen under AAA rules.

### ***Late Payment Penalties***

All payments to Musicians are due within 15 business days of their services. Reuse payments are due within 45 calendar days of the rebroadcast. Foreign area payments or the first-tier foreign distributor’s gross payments are due within 60 days of foreign broadcast. Subsequent tier payments under the foreign distributor’s gross formula are due within 60 days after such tier has been reached. Failure to make payment in a timely manner is subject to a late payment penalty.

**New in 2025:** A penalty of \$5 per day up to a maximum of \$150 (30 days) will be due. Not before the 31<sup>st</sup> day, if the Federation provides written notice to the Producer that they are delinquent, the \$5 per day penalty will continue accruing until payment is made.

### ***Copies and Lists***

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