



South Florida Musicians Association

american federation of musicians local 655

404 SE 15 Street, Fort Lauderdale, FL 33316

Phone: 954/527-4458

www.afm655.org info@afm655.org

MUSICIAN'S UNION LOCAL #655
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 #655 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 local broadcasts.
3. To the extent permitted by applicable law, all musicians who are members in good standing of the American Federation of Musicians, hereinafter called the Federation, when their employment commences hereunder shall be continued in such employment only so long as they remain members in good standing of the Federation. All other musicians covered by this Agreement shall become and remain members in good standing of the Federation on or after the thirtieth day following the commencement of their employment or the effective date of this Agreement, whichever is later.
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 or 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 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



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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 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 Local #655, 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.



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13. Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Producer, an amount equal to 10.9% of wages earned by said musicians.

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 # 655

COMPANY

AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA

(ADDRESS)

(PHONE)

BY: _____
(SIGNATURE)

BY: _____
(SIGNATURE)

BY: _____
(NAME AND TITLE - PRINT)

BY: _____
(NAME AND TITLE - PRINT)



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LOCAL BROADCAST MEDIA AGREEMENT (NON SYMPHONIC)
WAGES, SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS

ADDENDUM A

LOCAL RADIO

A.) Rates and Conditions

(i) **Live Pickup**

\$10 per broadcast

(ii) **Studio Recording**

\$10 per broadcast plus the appropriate live engagement rate for the time in the studio
All other terms and rates for live pickup to apply.

B.) Leader or Single Musician - Double Scale

C.) Contractor – Double Scale

A contractor may be required by the Local if the orchestra consists of seven (7) or more musicians. In the event the Local does not require a contractor, one should be designated anyway in case the program must be upgraded to the National rates.

D.) Other Conditions

(i) Doubling -- 1st Double 15% and 10% each thereafter

(ii) Multiple Parts -- When a musician plays multiple parts for purposes of overdubbing, as distinguished from doubles and the playing of those instruments comprising the exceptions to the doubling provision, he will be paid the total payments that would have been made if different musicians had been used for each part.

(iii) Cartage – per Local Wage Scales

(iv) Rest Periods – per Local Wage Scales

(v) Holidays – per Local Wage Scales

(vi) Premium Time – N/A

E.) Employers Pension Contribution

(i) Effective June 1, 2010: 10.4% of all wages earned.

(ii) Effective April 1, 2011: 10.9% of all wages earned.

F.) Health and Welfare – N/A

G.) Payment for a Second or Subsequent showing of any program produced under this Agreement within the jurisdiction of Local 655 shall be at \$10 per sidemusician with double for leader and double for contractor, if applicable.



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LOCAL BROADCAST MEDIA AGREEMENT (NON SYMPHONIC) **WAGES, SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS**

ADDENDUM A

LOCAL TELEVISION

A.) Base Wages

<p>i. Live Pickup (a) \$20, provided that a local contract is filed for the live engagement, and that local scale wages be paid for the live engagement. Rate includes two broadcasts within a period of 30 days.</p>	<p>ii. Studio Recording (a) One hour airtime plus one-half hour rehearsal/soundcheck immediately preceding show taping: \$125. Rate includes two broadcasts within a period of 30 days. (b) Rehearsals ending no later than 90 minutes prior to start of soundcheck/show taping: \$43.60/hour</p>
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(iii) Rehearsals at times other than defined in A (i) and A (ii): current Local 655 Wage Scale rate for casual engagement

B.) Other Premiums and Conditions

(i) Leader or Single Musician - Double Scale

(ii) Doubling -- 1st Double 15% and 10% each thereafter

(iii) Multiple Parts -- When a musician plays multiple parts for purposes of overdubbing, as distinguished from doubles and the playing of those instruments comprising the exceptions to the doubling provision, musician will be paid the total payments that would have been made if different musicians had been used for each part.

(iv) Cartage – per Local Wage Scales

(v) Holidays – per Local Wage Scales

(vi) Overtime:

Rehearsal Overtime: \$16.40 per 15-minute unit

Broadcast Overtime: \$32.80 per 15-minute unit

C.) Employers Pension Contribution

(i) Effective June 1, 2010: 10.4% of all wages earned.

(ii) Effective April 1, 2011: 10.9% of all wages earned.

D.) Payment for a Third or Subsequent showing of any program produced under this Agreement within the jurisdiction of Local 655 shall be at \$75 per sidemusician, per broadcast, plus applicable premiums and pension contributions as specified in Sections B and C above.