

# Media Agreements for Symphony, Opera and Ballet Orchestras

## National Agreements – Negotiated Between the AFM and a National Employer or Group of Employers

- SRLA – Sound Recording Labor Agreement (Agreement between the AFM and the major record companies. Many smaller labels are not at the negotiations but become signatory to the agreement. Some symphony orchestras have become signatories in order to create product for labels that are not themselves signatory.)
- NPR – National Public Radio Agreement (Agreement between the AFM and NPR. Until recently, Minnesota Public Radio was a signatory to this NPR agreement, but recently it negotiated its own agreement through its parent organization, American Public Media. The current NPR Agreement covers NPR only. Unlike the past, it does not cover concert broadcasts by orchestras with CBAs. It covers studio-produced programming and some festivals or other concert broadcasts where musicians are not covered by any CBA.)
- APM – American Public Media Agreement (new Agreement between AFM and APM covering Minnesota Public Radio (MPR). It covers studio-produced programming and some festivals or other concert broadcasts where musicians are not covered by any CBA.)
- SOBOIAA – Symphony, Opera & Ballet Orchestra Internet Audio Agreement (Agreement between the AFM and orchestra employers. This covers audio-only internet use. Audio-visual internet is covered by SOBAV.)
- SOBAV – Symphony, Opera, Ballet Audio Visual Agreement (Agreement between the AFM and orchestra employers.)
- SOBLRA – Symphony, Opera & Ballet Live Recording Agreement (Agreement between the AFM and orchestra employers.)

## National/Regional Media Agreement Negotiated between the AFM and Individual Orchestra Management

- IMA - An Integrated Media Agreement (IMA) replaces the last three agreements in the list above and covers radio broadcasts, as well. Institutions with plans for media projects have been migrating from the three S/O/B agreements to a new IMA.

## Agreements between the AFM and Individual Orchestra Management for Single Project

*(secret ballot approval of orchestra required)*

SLPA – Symphonic Limited Pressing Agreement

RNC – Radio-to-Non-Commercial Agreement – This has been largely superseded by the SOBLRA.

## Local Agreements – Language Prescribed by the AFM, but Agreements signed by Individual Orchestra Management and Local Union for Single Projects of the Following Types

*(secret ballot approval of orchestra required)*

- |                            |                                 |
|----------------------------|---------------------------------|
| Civic Projects             | Conductor Audition Videotape    |
| Grant Tape                 | Video Brochure                  |
| Personal Use Tape          | Limited Videocassette Agreement |
| Composer Personal Use Tape |                                 |

## Model Language for Local Agreements

Local Broadcast Media Agreement – boilerplate language for local media agreements

## **AFM Agreements**

*(The following agreements can be found in the AFM Electronic Media packet as well as on the AFM-SSD CD-ROM.)*

### **I. Nationally Negotiated Agreements**

#### **≈ SOUND RECORDING LABOR AGREEMENT**

This agreement covers sound recordings (CDs, digital downloads) made both in studio sessions and as location recordings. Studio sessions (services called for recording purposes only) have a 3-hour minimum and permit 15 minutes of final product per session hour. All contracted musicians receive at least 2 hours payment for each session whether called to the session or not. Location recordings (taped at live concert performance) provide payment of one session hour for each 10 minutes of final product. Recordings made under this agreement provide musicians with additional payments from the Sound Recordings Special Payments Fund over a five-year period.

#### **≈ NATIONAL PUBLIC RADIO AGREEMENT**

This agreement covers radio broadcasts of programs produced in NPR studios, and, to a limited degree, of festival or concert broadcasts where the musicians are *not* employees of an orchestra institution with a Local CBA. In those limited circumstances of covered concert broadcasts, there are two formats with different rates: broadcasts of concerts (full programs), and segmented broadcasts, where individual works are excerpted from a concert and broadcast at different times (e.g. on *Performance Today*).

#### **≈ AMERICAN PUBLIC MEDIA AGREEMENT**

APM used to sign the NPR Agreement, but in 2008 negotiated its own agreement with the Federation covering programs produced in APM studios, and, to a limited degree, festival or concert broadcasts where the musicians are *not* employees of an orchestra institution with a Local CBA. In those limited circumstances of covered concert broadcasts, there are two formats with different rates: broadcasts of concerts (full programs), and segmented broadcasts, where individual works are excerpted from a concert and broadcast at different times (e.g. on *Performance Today*).

#### **≈ SYMPHONY, OPERA, BALLET AUDIO-VISUAL AGREEMENT**

This agreement covers all audio-visual work (primarily Television, Home Video and audio-visual Internet) by orchestras who are signatory to this agreement. Payments for national television broadcasts have two components: an Imprint Credit which is paid for each service at which material is taped for use in the broadcast; and a First Release Payment which is based on the length of the broadcast. Imprint Credits are paid at the time of the taping and First Release Payments can be paid at the same time as the Imprint or at the time of broadcast, in which case the Imprint Credits are paid at a higher rate. A Local Oversight Committee (LOC), consisting of musicians and management, may agree to set terms and conditions for local broadcast and archival taping.

#### **≈ SYMPHONY, OPERA, BALLET INTERNET AUDIO AGREEMENT**

This agreement covers audio-only distribution of material over the Internet. The terms of individual projects to be approved by a Local Internet Oversight Committee (LIOC) consisting of musicians and management. Certain minimums are established in this agreement. This agreement is currently being used for downloading and streaming only when no physical product (i.e. CD) is produced. The Live Recording Agreement covers downloading and streaming if there is a CD produced.

#### **≈ SYMPHONY, OPERA, BALLET LIVE RECORDING AGREEMENT**

This agreement covers location recording and archival tape use for recordings that remain the property of the employer. It is not available to third parties. Although the employer may make agreements with third parties to produce or market the product, the copyright must be retained by the orchestra. Management must share all details of the “deal” with the orchestra committee. Before it can go ahead, each project

must be approved by secret ballot vote of the orchestra. Payment for these projects includes an upfront payment of 6% of weekly salary (minimum \$80) for 15,000 units: additional payments of \$10 per musician for each additional 1,000 units, revenue sharing, and a 10% AFM-EPF contribution on all wages including revenue sharing. Patch sessions are allowed using CBA overtime rates and/or SRLA patch session rates. This agreement covers the sale of CDs and downloads.

## **II. Comprehensive Agreement Negotiated by the AFM and Individual Institution**

### **≈ INTEGRATED MEDIA AGREEMENT**

Individual Symphony, Opera or Ballet institutions have the option of replacing the Internet, Live Recording, and Audio-Visual Agreements with one consolidated Agreement which includes all media previously covered by those agreements plus radio broadcast. The terms for Live Recording and Audio Internet are essentially the same as in the previous agreements described above. The IMA made significant changes in regard to television broadcast, simplifying both the rates and rights structures as well as revenue sharing calculations. For example, it does away with the separate Imprint Credit and First Release Payment, and institutes simpler per-minute rates. It provides for unlimited broadcast during a three-year period rather than four plays over three years. In addition, it sets minimum rates for national and international radio broadcast (while leaving in place any pre-existing local agreement regarding such broadcasts).

### **III. Miscellaneous Agreements**

**A. Uncompensated** – all require approval vote of the orchestra. Except where noted, all agreements are signed by management and the Local and all agreements bind management to pay penalties for abuse of these agreements.

#### **≈ CIVIC PROJECTS**

Non-commercial use of audio and/or audio-visual product to be included in civic project tapes (i.e. Chamber of Commerce videos, airport terminal promos, closed circuit hotel programs.) No more than 10 minutes taping for 2 minutes of finished product. May be recorded during a regularly called service. The orchestra name and other pertinent information must be included in the finished product.

#### **≈ GRANT TAPES**

Generally used by orchestras that do not have grant tape provisions in their CBA.

#### **≈ PERSONAL USE TAPE**

Artist tape of a specific piece for study purposes only. No duplication is allowed.

#### **≈ COMPOSER'S PERSONAL USE TAPE** *[this agreement is signed by management, Local and composer]*

Tape of the composer's work only. White noise must be added to the original tape for five seconds at ten second intervals. Once white noise is added, the composer may make as many duplicates as needed. All tapes must be labeled "Personal use only, not to be broadcast, sold, rented, duplicated or used for performances or synchronization of any kind." Displacement of musicians or violation of use requires management to pay the appropriate AFM rates including 200% of wages and allied benefits.

#### **≈ CONDUCTOR'S AUDITION VIDEOTAPE** *[this agreement is signed by management, Local and conductor]*

Home video-type camera with contained microphone must be directed solely on conductor. No more than 30 minutes of taping for finished product of no more than 15 minutes and must not include any complete works or movements. It must be taped during a regular service and before release to the

conductor must be reviewed by representatives from the Local and/or orchestra committee. Penalty to management for violation of this agreement is 150% of wages and allied benefits.

### **≈ VIDEO BROCHURE**

To be used for subscription ticket sales only. Management must submit a proposal, including number of tapes (which may not exceed normal subscriber base) to be produced and roster of musicians, at least two weeks prior to taping. Written clearances from other unions/guilds who participate (IATSE, AGMA, etc.) must be attached. Taping of new product must occur during regularly scheduled services; existing product must have been paid for under an AFM agreement. No complete works or movements may be included in finished product. No more than 5 minutes of each work may be taped and no more than 1 minute of any work may be included. Music may equal half the length of the completed product. Total product limit is 20 minutes; music is therefore limited to 10 minutes maximum. Product may not be sold or broadcast.

*Note: Some orchestras and/or locals have included provisions in their CBAs or have modified the AFM agreements.*

**B. Compensated** – requires approval vote of orchestra.

### **≈ SYMPHONIC LIMITED VIDEOCASSETTE**

To be used for fundraising or special event sales. Scale is \$30 per hour with 2 ½ hour minimum call. Leader and Contractor receive 50% overscale. Doubles receive 10% for first double and 5% for each additional double. 10% AFM-EPF. Filed on a B-8 form. 150 copies to be distributed only by Employer and not to be sold or distributed through retail commercial outlets.

### **≈ SYMPHONIC LIMITED PRESSING**

Limited to 10,000 units. Session minimum call is 2 hours and the wage rate is the hourly rate of the orchestra's minimum scale (\$40 minimum), or a symphonic limited pressing rate set by the Local, if higher. AFM-EPF contribution of 10%. All contracted musicians received at least 2 hours payment for each session whether called to the session or not. Should sales exceed 10,000 units, musicians receive the difference between Limited Pressing and the SRLA and become eligible for Special Payments.

### **≈ RADIO-TO-NON-COMMERCIAL AGREEMENT**

This agreement allows radio broadcast audiotapes that have been made and paid for under an AFM agreement (payment must be equal to the prevailing NPR rate then in effect) to be used in CD product by the employer for non-commercial distribution. Each musician receives 1-symphonic session hour for the entire CD (scale based upon current scale in SRLA) or the orchestra's current radio broadcast fee, whichever is higher. 1,000 copies may be distributed in non-commercial venues. Revenue sharing begins when sales exceed 1,000 units.

## **IV. Boilerplate language**

### **≈ LOCAL BROADCAST MEDIA AGREEMENT – SYMPHONIC**

This language can be fitted to either local radio or local television broadcasts. Contracts must still be filed on a B-8 form for Television and B-10 for Radio. Scales are negotiated locally.

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**AFM Bylaws Governing Media Agreements**

The AFM Bylaws require members to work only under AFM media agreements or media agreements approved by the AFM. In general they carve the media jurisdiction out as follows: local media is subject to Local jurisdiction, and national media is subject to Federation jurisdiction.

**General Provisions Governing Media Agreements**

Art. 15, Sec. 1(a): No AFM member shall take engagements or employment...for any type of recorded product (audio and/or visual) unless the person, firm or corporation providing the engagement or employment shall have previously entered into an appropriate written agreement with, or approved in writing by, the AFM.

Art. 15, Sec. 6(a): All geographically located Locals shall have the right to establish scale wages for local commercial radio, public radio, public television, basic cable television, and videotape/live television, provided the emanating broadcast is confined to that Local’s jurisdiction.

Art. 15, Sec. 6(b): Locals may not enter into any contract or agreement with any person, firm, or corporation providing for any type of electronic media production without prior written approval from the International President’s office.

**Provision Relating Specifically to Symphonic Agreements**

Art. 14, Sec. 4(b): A Local Symphonic CBA (including, but not limited to, an interim agreement and/or a side letter of agreement) may contain provisions for the orchestra to provide electronic services (radio, television, tape, film, phonograph, etc.), provided that the International President’s office or, in Canada, the Vice-President from Canada, has approved those provisions in advance of the agreement’s submission for contract ratification. For Local Symphonic CBAs based in the USA, the International President’s office shall consult with the IEB when time constraints and circumstances permit.