

DEMONSTRATION RECORDING SCALE

Demonstration recordings cannot be sold or mastered unless full Sound Recording (Master) scale is paid, contracts are executed and the proper signatory agreement is signed.

At any recording session, music can only be recorded for one signatory company/project.

Demonstration contracts and payment cannot be fully processed without the original contract being signed by a representative of the Producer/Employer.

Except as set herein, other conditions are the same as contained in the American Federation of Musicians Sound Recording Labor Agreement.

Effective: 2/1/2004

Cartage \$12.00//No wage increase

Expires: 1/31/2005

HEALTH & WELFARE (H&W): \$19.00 H&W should be added to the scales listed below for each musician, contractor, orchestrator, arranger & copyist for first original service and \$15.50 for each additional service that day for the same project.

PENSION: Employer contributions to the AFM & EP Fund will be 10% of gross scale wages, including overtime and doubling. Pension contributions are not calculated on H&W and cartage.

Single Musician One Hour Session Scale

	Leader
Basic Scale (no overtime allowed)	98.50

2 Hour Session Scale

	Sidemusician	Leader
Basic Scale	98.50	197.00
1/2 Hour Overtime	36.94	73.88

3 Hour Session Scale

	Sidemusician	Leader
Basic Scale	147.75	295.50
1/2 Hour Overtime	36.94	73.88

PREMIUM SESSION (150% of Regular Scale)

All work done between midnight and 8:00am, after 1:00pm on Saturdays if 6th consecutive day of work for Company, and on Sundays.

	Sidemusician	Leader
1 Hour Basic Scale (no overtime allowed)	---	147.75
2 Hour Basic Scale	147.75	295.50
3 Hour Basic Scale	221.63	443.26
1/2 Hour Overtime	55.41	110.82

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DOUBLE TIME

Two times the basic session and overtime rates for all hours of recording on any of the following **holidays**:
 New Year's Day (Jan. 1st), President's Day, Memorial Day, Independence Day (July 4th), Labor Day,
 Thanksgiving Day and Christmas Day (Dec. 25th). (EACH OF THESE HOLIDAYS SHALL BE OBSERVED THE DAY ON
 WHICH IT IS OBSERVED BY EMPLOYEES OF THE UNITED STATES GOVERNMENT.)

	Sidemusician	Leader
1 Hour Basic Scale (no overtime allowed)	---	197.00
2 Hour Basic Scale	197.00	394.00
3 Hour Basic Scale	295.50	591.00
1/2 Hour Overtime	73.88	147.76

DOUBLES: 20% of scale for the first double and an additional 15% for each double thereafter. Percentages are figured on sideman basic session scale, including overtime, but not including H&W or cartage.

DOUBLES REQUESTED, BUT NOT USED: A special fee of \$6.00 shall be paid for each additional instrument requiring a doubling fee which the musician is directed to bring to the engagement if such instrument is not actually used.

CARTAGE: Harp, Timpani, Keyboard, String Bass -- **\$30.00** each; Accordion, Tuba, Drums, Marimba, Chimes, Vibraphone, all Amplifiers, Baritone Saxophone, Bass Saxophone, Cello, Contrabassoon, Contra Bass Clarinet --

\$12.00 each. Cartage may be billed once for each project per day.

MINIMUM SESSION CALL (TRACKING and/or OVERDUBS): When **two or more musicians** are engaged for employment, there shall be a minimum call of two hours required, with one musician to be paid as leader. When a **single musician** is engaged for employment, there shall be a minimum call of one hour, with the single musician to be paid as leader.

TRACKING AND/OR MULTIPLE PARTS: Multiple parts (including when a musician plays the same part to create the sound of additional instruments) must be paid the total of all payments which would otherwise have been payable had separate musicians been used for these parts. If only one musician is used, he/she shall be paid leader's scale.

DISMISSAL AND OVERTIME: Musicians shall be dismissed upon completion of performances for which they have been engaged whether or not the full session has expired. Musicians may record at any time during the session for which they have been engaged. No musician shall be required to remain longer than one-half hour overtime unless a longer time requirement was specified at the time he/she accepted the engagement. If the leader does not have overtime and overtime is performed by a sidemusician, the first sideman listed on the time card will receive leader pay for the overtime unless a musician is designated to receive the leader overtime pay.

LEADERS AND CONTRACTORS: The leader and contractor shall receive not less than double the applicable sidemusician's scale. At each session one person shall be designated as leader but in the event only one person performs the musical service at the session, only that person can be designated as leader. The contractor may be one of the sidemusicians at the session. **If 12** or more musicians are employed there must be a contractor.

NOTIFICATION AND CONTRACT INFORMATION: It is the responsibility of the recording company to give prior notification to this Local of any recording session. The Company, or its authorized agent, shall announce the name of the signatory employer at the time of the calling of the session. It is the leader and/or contractor's responsibility to file time cards and contracts (B-5 Report Form) with the Local within 72 hours of a session. If a session is called to add to existing musical tracks, the Company will provide Local 257 with dates, places and contract numbers of prior sessions. It is also the Company's responsibility to notify this Local of any change in title of a song listed on a contract filed with Local 257.

CANCELLATION: A session, once called, shall not be canceled, postponed or rescheduled less than **7 days** prior to the date of the session. In the event of an emergency, a session may be canceled, postponed or rescheduled upon shorter notice with the consent of the Office of the President, Local 257, who must, in any event, be notified.

PAYMENT: All payments to the musician(s) and pension fund for any kind of recording or taped music must be made through the Local Union Office. Payments are due within 30 days from date of recording. Delinquent payments may be subject to penalties, which will be assessed according to the terms set forth in the Sound Recording Labor Agreement. Issue individual checks to each musician for his/her scale wages, H&W and cartage. Issue another check payable to the AFM & EP Fund for the **total** pension contribution.

Send all checks and contracts to the Local Union Office.

Nashville Association of Musicians/AFM Local 257 • PO Box 120399, Nashville, TN 37212