

MUSIC PREPARATION SERVICES

**GENERAL WORKING CONDITIONS AND PRICE LIST
(NON-SYMPHONIC)**

For

**ARRANGERS
ORCHESTRATORS
COPYISTS
LIBRARIANS
PROOFREADERS
ELECTRONIC PROGRAMMERS**

of the

**ASSOCIATED MUSICIANS
OF GREATER NEW YORK**

LOCAL 802

**American Federation of Musicians
Affiliated with the AFL-CIO**

Copyist Rates Effective Jan.1, 2009, Orchestration Rates Effective March 7, 2023

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(NON-SYMPHONIC)**

for

All categories not covered by trade agreements

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MUSIC PREPARATION SERVICES

GENERAL WORKING CONDITIONS AND PRICE LIST (NON-SYMPHONIC)

SECTION I.

Terms, Conditions, Provisions and Covenants

- A. This agreement shall cover and relate to members of Local 802, AFM rendering music preparation services for the category "Local 802 General Price List (Live Performance)."
- B. The Employer represents that there does not exist against it any claim of any kind arising out of musical services, and that if any valid claim is found to exist, the Employer shall satisfy the same.
- C. The Employer shall enter into individual contracts with persons in the above-mentioned classifications.
- D. A contract or proof of payment for all music preparation services rendered under the Local 802 General Price List (Live Performance) must be filed with either the American Federation of Musicians or Local 802 before engaging any members of the American Federation of Musicians.
- E. The Employer and/or Producer, or any party representing a Producer or musical production, shall, in addition to signing a contract in advance of the work to be done, upon demand of the Union, deposit with the Music Preparation Department of Local 802 sufficient sums at such times as the Union may deem proper to cover all charges for services to be rendered by music preparation personnel. Music preparation services shall at no time exceed the amount on deposit at Local 802. The Supervisor of the Music Preparation Department of Local 802 shall determine the amount of the bond.
- F. For services rendered the Employer shall pay at least the minimum rates of pay and shall fully and faithfully perform and observe all other terms and conditions set forth in this schedule. Said Employer and/or Producer shall be responsible for all payments due to all music preparation musicians.
- G. All bills are due and payable (in U.S. dollars only) upon delivery unless otherwise agreed to in writing but, in all instances, payments must be made within two (2) weeks from date of delivery. For late payments made during the next ten (10) calendar days, two percent (2%) of the total amount due shall be added as a late payment penalty; an additional one percent (1%) shall be added if payment is made during the ensuing twenty (20) calendar days; and an additional one percent (1%) shall be added for each additional thirty (30) calendar days or fraction thereof the payment is made thereafter.
- H. All music preparation musicians shall be considered employees. The Employer shall make all the necessary deductions related thereto.
- I. If arrangements, orchestrations and parts (or any portion thereof) resulting from music preparation services previously provided under the Local 802 General Price List are used in a category other than "Live Performance" as covered by the General Price List either by the Employer or with his/her authorization, a first time new use payment shall be made in full at the applicable AFM or Local 802 rate to all music preparation musicians who rendered such original services.
- J. The services purchased hereunder shall be limited in use to the preparation of graphic representations of music, written or printed on paper. If electronic means are used in the preparation of such material, music preparation personnel shall retain all rights to all electronic information pertaining thereto and shall be compensated for subsequent uses of such electronic information as provided herein or pursuant to applicable Local 802 or AFM wage scales and conditions.
- K. The Employer/Producer shall assume the responsibility for notification of a new use and shall immediately notify Local 802 of such new use.
- L. The substance and intent of the aforesaid paragraphs shall be incorporated in all agreements in which the Employer/Producer shall grant any rights to use any of the music preparation services provided herein.
- M. All rules and regulations of the Constitution and Bylaws of Local 802 and the AFM shall apply.

SECTION II.

General Rules for All Services

1. RULES

- a. All Arrangers, Orchestrators, Copyists, Proofreaders, Librarians and Electronic Programmers working in this jurisdiction shall be members in good standing of Local 802, AFM.
- b. All members of Local 802 and members of other locals working in this jurisdiction shall engage ONLY AFM Arrangers, Orchestrators, Copyists, Proofreaders, Librarians and Electronic Programmers. This rule applies also to any such work that must be done outside the jurisdiction of Local 802.
- c. It is a violation for any member to take credit, directly or indirectly, for any arrangement, orchestration, adaptation or other musical treatment made by another member. Whenever mention or credit is given for the above, only the name of the bona fide Arranger-Orchestrator shall be used.
- d. Accepting arranging, orchestrating, copying, transposing or any other music preparation service on contingency is strictly forbidden.
- e. (i) All music preparation personnel engaged to conduct, contract, or perform as instrumentalists are to receive the full wages as stipulated for conducting, contracting, or playing as an instrumentalist in addition to the wages due them for arranging, orchestrating, copying or library work.

(ii) All Arrangers and Orchestrators required by the Employer to attend rehearsals shall be guaranteed a minimum of a four-hour call at the hourly rate.
- f. All Arrangers, Orchestrators, Copyists, Proofreaders, Librarians and Electronic Programmers covered by this agreement must submit copies of their invoices to the Music Preparation Department within two (2) weeks after completion of work. Within two (2) weeks of receipt of payment, the three and a half percent (3 ½%) work dues on the minimum scale wages must be paid. Failure to do so is a violation of Local 802 Bylaws. Violators are subject to charges before the Trial Board.

2. USE OF INVOICE

- a. Local 802 invoices are available for the use of Arrangers, Orchestrators, Copyists, Proofreaders, Librarians and Electronic Programmers.
- b. All claims for work delivered and not paid for within two (2) weeks of submission MUST be filed with the Music Preparation Department.
- c. To ensure collection by the Union, contracts shall be on file and work must be delivered, accompanied by an itemized bill, and a copy of the bill sent to the Music Preparation Department.

3. CONDITIONS

- a. Arrangers, Orchestrators, Copyists, etc. shall be paid not less than the rates set forth below and the conditions set forth shall apply.
- b. Day rates shall prevail from 9:00 A.M. to 6:00 P.M., Mondays through Fridays.
- c. Day rates PLUS one-half (½) shall prevail from 6:00 P.M. to Midnight, Mondays through Fridays and from 9:00 A.M. to 6:00 P.M. Saturdays.
- d. Double scale shall prevail from Midnight Mondays through Fridays, from 6:00P.M. Saturdays, all day Sundays and the following legal holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- e. Overtime rates shall continue until dismissal and/or nine (9) hours have elapsed before return call.
- f. Overtime at the rate of time and one-half of the applicable rate shall be paid for work in excess either of eight (8) hours in one day or forty (40) hours at straight time in a work week.
- g. It is forbidden for a member to invest in shows for which he/she is working.

4. a. All prices specified in the following price schedules are minimum charges ONLY.
- b. In cases where work is not classified, the Executive Board of Local 802 will set the price thereof.
- c. All facilities, reproduction services and messenger services shall be supplied by the Employer or furnished by the Arranger, Orchestrator and Supervisor Copyist at cost.
- d. No office space charge or commissions shall be deducted from prevailing rates.

5. SUPERVISION

- a. In all assignments where an Orchestrator is required to do administrative or supervisory duties in addition to his/her function as Orchestrator, that orchestrator shall be designated the Supervisor Orchestrator. The duties of the Supervisor Orchestrator shall include, but are not limited to assigning work and conferring with other Orchestrators, conferring with the Conductor, Contractor, Copyist, etc. The Supervisor Orchestrator must orchestrate to an extent larger than any other single Orchestrator.
- b. The Supervisor Orchestrator shall be exclusively responsible for giving out and collecting work, supervising and/or giving instructions with regard to the assignment, and any other such duties as may be required in preparation of the music for performance.
- c. For the above-mentioned services, the Supervisor Orchestrator must receive a sum of no less than twenty-five percent (25%) over and above the total amount of monies for work coming under his/her supervision, inclusive of all work or writing done by the Supervisor Orchestrator.
- d. The additional Orchestrators shall not be required to assume the functions of the Supervisor Orchestrator.
- e. There must be program credit for the Supervisor Orchestrator and all additional Orchestrators.
- f. All engagements must have a Supervisor Copyist who is a member of Local 802.
- g. The Supervisor Copyist shall be responsible for all duties as may develop in copying the music for any engagement.
- h. For this service the Supervisor Copyist must receive a sum of no less than twenty-five percent (25%) over and above the total amount of monies for work coming under his/her supervision, inclusive of all work or copying done by the Supervisor Copyist.
- i. Additional Copyists shall not be required to assume the functions of the Supervisor Copyist.
- j. There shall be program credit for the Supervisor Copyist whenever a Production Staff is listed.
- k. The Orchestrator and Copyist Supervisors must give to the Music Preparation Department continuous reports of work done during the course of a musical production.

6. MINIMUM CALL

Music preparation musicians shall be guaranteed a minimum call of four (4) hours at the applicable hourly rate.

7. TRAVEL TIME

Not less than the applicable hourly rates shall be paid when music preparation personnel are required to travel from one place of business to another to receive or deliver work, to attend orchestra performances, rehearsals, etc. This applies to both local and out-of-town work.

8. OUT-OF-TOWN

- a. All work done out-of-town or en route shall be charged for at twenty-five percent (25%) additional to prevailing rates.
- b. The Employer must guarantee all Arrangers and Orchestrators a minimum of 2x's the page rate per calendar day (in return for six hours of stand-by) plus 25% out of town and \$176.00 per diem for personal expenses**, in continental U.S.A only.

** When cost is more than above, payment shall be at least room and board plus \$15.00

- c. The Employer must guarantee all Copyists a minimum of \$258.75 per calendar day (in return for six [6] hours of stand-by) plus \$176.00 per diem for personal expenses**, in continental U.S.A. only.
 - d. On all out-of-town calls:
 - (1) There must be the wage equivalent of a two (2) day minimum guarantee.
 - (2) There must be a twelve (12) hour notice of dismissal from engagement.
 - (3) If the termination of the twelve (12) hour dismissal period occurs after 9A.M., the minimum guarantee and per diem must be paid for that day.
 - (4) No Copyist may be given notice of dismissal except by the Supervisor Copyist. Any disputes relating to this provision shall be determined by the Music Preparation Department of Local 802.
 - (5) No Orchestrator may be given notice of dismissal except by the Supervisor Orchestrator. Where there is no Supervisor Orchestrator, notice of dismissal must be given directly by the Employer.
 - e. The Employer shall provide round trip transportation. Air transportation shall be economy class on regularly scheduled airlines. Rail transportation shall be first class. Rental cars shall be provided by the Employer when the above forms of transportation do not suffice, or shall reimburse travel by personal car at a rate of forty (40) cents per mile.
 - f. Incurred expenses shall be reimbursed from point of departure to point of out-of-town employment and return to New York City.
9. For all engagements beyond the limits of greater New York, in addition to railroad fare, board and lodging, the following extra charges shall be made for both outward and return trips, when traveling by automobile:

If within twenty-five (25) miles, per person.....	\$8.16
Each additional twenty-five (25) miles or less, extra, per person.....	\$6.74

For mileage purposes, traveling distances to be computed as follows:

- a. When traveling by train, distance to be computed from the station at which trains leave Greater New York.
- b. When traveling by commercial airlines, distance to be computed from New York City to the airline terminal in the city of destination, and in the event that the engagement is in an adjacent town, the additional mileage is to be added thereto.

10. PENSION FUND (AFM&EPF) & LOCAL 802 HEALTH BENEFITS PLAN (LOCAL802 HBP)

- a. The Employer agrees to contribute an amount equivalent to 11.99% of each employee's wages as defined in the attached remittance form (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund (AFM&EPF).
- b. For each employee, the Employer agrees to contribute either \$27.50 per day or 7.5% of each employee's scale wages (whichever is higher) to the Musicians Local 802 Health Benefits Plan (Local 802 HBP). The Employer agrees to contribute an additional \$19.00 for each music preparation musician who performs services after 6 P.M.
- c. All contributions to the AFM&EP Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All contributions to the Local 802 HBP shall be made by check payable to "Local 802 HBP". All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, social security number, date(s) of engagement for which pension and health is paid, the amount of pension, and the amount of health. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Funds within thirty (30) days following rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time and by the Agreement and Declaration of Trust establishing the Local 802 Health Benefits Plan, as it may be amended from time to time, both of which are incorporated by reference into this agreement.

** When cost is more than above, payment shall be at least room and board plus \$15.00

SECTION III Rules For Orchestration

1. a. The prices specified herein are minimum charges, and members of Local 802 and the AFM in all their engagements and transactions must strictly observe and conform to the following price schedules and their requirements.
 - b. Although the terms "Arrange, Arranger and Arrangement" have been used loosely to describe any and all forms of orchestration, for purposes of clarity, it is hereinafter established that the art of arranging, including as it does, the creative work of harmonic, melodic and contrapuntal nature, belongs to the province of creative work; and the following prices and conditions are based solely upon the labor of orchestration.
 - c. Prices quoted refer to Orchestration only and must not be interpreted as to include Arranging (reharmonization, paraphrasing, development, etc.). Prices for Arranging are left to the discretion of the person doing the work, provided, however, that the price charged shall never be less than the minimum for orchestrating the same.
2. Orchestrating is defined as the art of scoring the various voices of already written composition in complete form. A composition is considered complete when it fully represents the melodic, contrapuntal, harmonic and rhythmic structure.
3. A complete score for extraction is one in which all parts appear exactly as they will be copied, with the following exceptions:
 - a. Normal come sopras. (Come sopras which involve continued references from page to page for the insertion of short passages are not to be considered "normal".)
 - b. Col passages where no transposition is involved, i.e., unisons requiring the copying of identical notes.
 - c. Piano parts to be constructed by combining exact copy of Guitar part for the right hand and exact copy of the Bass part for the left hand.
 - d. Bass parts to be extracted from the Piano part by copying the left hand exactly as written.
4. A score page is to consist of four (4) measures and shall be computed on the basis of a minimum of five (5) parts or less.
5. A pickup shall be computed as a full measure.
6. Divisi parts shall count as two parts.
7. Come Sopras shall be paid for.
8. It shall be a violation to make repeats within a chorus in order to circumvent the price. (Repeats, Dal Segno, etc., which appear in the composition shall be allowed.)
9. Last page to be computed on half-page basis.
10. The orchestrating prices are exclusive of proofreading.
11. Voice and Conductor parts written into a score shall be computed as instrumental parts.
12. Each set of lyrics shall count as an additional line.
13. PIANO PARTS
 - a. "Piano" refers to the pianoforte and to other keyboard instruments commonly written on two (2) lines, such as celeste, organ, accordian, etc.
 - b. Piano parts where all notes are written out count as four (4) lines.
 - c. Piano parts constructed of only guitar and bass parts count as two (2) lines.
 - d. Harp parts, if fully written out, count as three (3) lines; otherwise two (2) lines.
 - e. Organ parts, if more than 50% of the measures are written on three (3) staves, count as five (5) lines.

14. SYNTHESIZERS, MIDI AND SEQUENCERS

- a. Synthesizers, requiring as they do patch and controller information, count as four (4) lines for a double-staff part and two (2) lines for a single-staff part.
 - b. All controllers which make no sounds themselves, but which control multiple synthesizers, shall count as an extra line.
 - c. Where "MIDI-through" connections are made and where "layering" of instruments occurs, an extra line shall likewise be charged, except where a line is already charged for a controller.
 - d. The term "writing" may mean notation via pencil and paper or computer, but it may also mean recording a sequence of notes directly into a sequencer. Any time a permanent compilation of sounds is assembled, by whatever means, an arrangement and an orchestration have been created, and must be charged accordingly. Therefore, any playing musician inputting notes into a sequencer must submit a separate invoice for the orchestration.
 - e. Each track of a sequence counts as one (1) line, except for two-handed keyboard playing, which counts as two (2) lines.
- 15.** In cases of complex and/or compound meter, or where sixteenth notes or shorter note values are used extensively, double the page rate shall prevail.
- 16.** Orchestrating in the parts (without score) to be paid not less than the combined price of Orchestrating and Copying.

SECTION IV

Minimum Rates for Orchestration (both Non-Symphonic and Symphonic)

Effective March 7, 2023

1. Not more than five lines, per score page..... \$20.66
The five line minimum will prevail for all non theatrical productions (Cabarets, Nightclubs, Club dates, Jazz clubs, Concert halls etc.).
 - a. For each additional single line part above five, up to a total of ten, add per score page..... \$ 3.42
 - b. For each additional single line part above ten, up to a total of twenty, add per score page..... \$ 2.30
 - c. For each additional single line part above twenty, add per score page..... \$ 1.73
2. **Not more than 10 lines per score page..... \$ 37.57**
The ten line minimum will prevail for all theatrical productions.
3. Adding parts to a score already orchestrated, regardless by which orchestrator, per single line part:
 - a. Up to a total of ten lines, add per line..... \$ 3.02
 - b. Above ten lines, up to a total of twenty lines, add per line..... \$ 2.02
 - c. Above twenty lines, add per line \$ 1.53
4. a. Transcribing a melody from voice, instrument, or mechanical device, including chord symbols and lyric (one staff):
 - First page (up to 32 measures)..... \$ 89.89
 - Each additional page (up to 32 measures)..... \$ 53.95
- b. Transcribing lead lines from a mechanical device, and recreating an orchestration with similar voicings, to be paid at \$5.21 per score page plus applicable orchestration scale.
- c. Exact transcription of all parts of a composition from a mechanical device, and recreating the orchestration: Double applicable orchestration scale
5. a. Reduction of an orchestral score to a two or three line complete piano part, per piano page..... \$ 71.94
- b. Reduction of an orchestration from parts to a two or three line complete piano part, per piano page: Plus 2/3 applicable orchestration scale..... \$ 65.87
6. Scoring for Solo Piano, Accordion, Harp, etc. for individual performance, per piano page..... \$ 85.60
7. Editing shall be paid for at the orchestration rate plus 50%.

TIME WORK

8. Time work may be charged only on adjustments, work at rehearsals, Introductions, Endings, Modulations, etc. Otherwise, page rates must prevail.
9. Time work to be charged at the rate of, per hour: (all non theatrical productions)
 - a. 9a.m. to 6p.m. weekdays..... \$ 66.47
 - b. 6p.m. to 12 midnight weekdays, and Saturday 9a.m. to 6p.m. \$ 99.72
 - c. After 12 midnight Monday to Friday, Saturday after 6p.m., all day Sunday and Holidays \$ 132.96
10. **Time work to be charged at 2x's the page rate, per hour for all theatrical productions.**

OVERTIME

11. a. Any member performing services must be paid time-and-one-half after eight (8) hours in any given day and, in addition, time-and-one-half must be paid after forty (40) hours of work per week.
- b. Overtime shall be computed on half-hour segments.

12. SCORING FOR VOICES AND PIANO (ONLY)

Scoring for voices is to be computed at the same rate as instrumental orchestration (one voice per line), plus an additional \$0.51 for each line of lyrics per four (4) measure score page.

SECTION V Copyists, Librarians, Proofreaders

The minimum rates and conditions for Copying, Extracting, Transposing, Proofreading, etc., set forth in this section apply to all work covered by the General Price List and include all rules of the preceding sections.

RULES

- a. Rates for copying or extracting do not include any proofreading service.
- b. Proofreading shall be charged for at the hourly rate.
- c. Librarians shall be paid at the hourly rate for time work.
- d. Editing shall be paid for at the copying rate plus fifty percent (50%).
- e. If a part is upgraded from Limited Use, the original copyist shall be paid the difference between the Limited Use and Basic Rates.
- f. All parts are to be written on ten (10) stave paper. Parts requiring three (3) or more staves may, if practical, be written on twelve (12) stave paper.
- g. All work shall be computed by pages and half pages except that the first page shall be paid in full rather than pro-rated. When score is split, title and three (3) lines shall be deemed one-half page.
- h. An average of four (4) measures per staff shall prevail, if possible, and two staves of the first page (or any following pages, if necessary) shall be used for titles or other written items.
- i. Where two (2) or more copyists are required to split scores for the convenience of the employer, each copyist shall charge pages and half-pages for the section copied by him/her. This amount shall not be less than the prevailing hourly rate.
- j. For special routine work where two (2) or more scores or orchestral parts must be used or referred to, fifty percent (50%) above the prevailing rate for the completed number shall be charged.
- k. Duplicating parts (recopying) to be charged at the same rate as extractions.
- l. Duplicating of orchestra and band scores (note for note) to be charged for at one-half (½) of the orchestration rate for scoring the same. If done as a master copy for reproduction, double the price.
- m. Resetting or making a score from regular parts to be charged for at two-thirds (2/3) of the orchestration rate for scoring the same. If done as a master copy for reproduction, double the price.
- n. Modulations, new introductions, endings, interpolations from piano to be paid for at the orchestration rates, plus time rates for cutting, pasting, marking, fixing, etc.
- o. Extracting and voicing a sketch score to be charged for at orchestration rate plus copying.
- p. Symphony, Opera, Cantata, Oratorio, Ballet or any other Standard or Classical music shall be charged for at the rates listed in the Local 802 Symphonic Price List.

MINIMUM RATES PER PAGE FOR COPYING, EXTRACTING, ETC. Basic Rates-Effective January 1, 2009

INSTRUMENTAL PARTS: Clefs, keys & bar numbers are included in all Instrumental Parts, Vocal Parts & Conductor Parts.

1.	a. Single stave (single line notation).....	\$ 12.64
	* b. Single stave - divisi or chorded.....	\$ 21.67
2.	a. Double or multiple stave-single instrument (piano, harp, celeste, syth., etc.).....	\$ 23.94
	b. Plus (+) vocal cue	\$ 28.46
	c. Double stave-two instruments-single line notation	\$ 21.67
	* d. Double stave-two instruments-divisi or chorded	\$ 23.94

3. a. Rhythm piano parts (chord symbols & bass line)	\$ 21.67
b. Plus (+) vocal cue	\$ 26.19
4. Piano-vocal (3 staves with lyrics)	\$ 28.46
5. Lead sheet (melody-chord symbols-lyrics [one set])	\$ 26.19

VOCAL PARTS

6. a. Single voice line-lyrics (one set)	\$ 19.43
b. Foreign language lyrics, extra per page	\$ 1.69
7. a. Choir parts with lyrics (one set)	\$ 26.19
b. Foreign language lyrics, extra per page	\$ 1.69

CONDUCTOR PARTS

8. a. Conductor, piano-conductor, production, etc. (one or more staves)	\$ 28.45
b. Constructing chorded piano-conductor part (when no piano in score)	\$ 36.35

ADDING LYRICS OR WORDS (per set, per page)

9. a. Single stave parts	\$ 3.39
b. Multiple stave parts	\$ 1.69
c. Foreign language	Double above
10. a. Numbering bars, per page	\$ 0.90
b. Clefs and/or Key Signatures (every line, per page)	\$ 0.90

CHORD SYMBOLS (when added, per page)

11. a. Single stave parts	\$ 2.04
b. Multiple stave parts	\$ 1.13

SPECIAL ELECTRONIC, CHORAL, ETC. NOTATIONS (when added per page)

12. a. Single stave parts	\$ 3.39
b. Multiple stave parts	\$ 1.69

13. **SOLO PERFORMANCE PART**..... Double part price

14. **SPECIAL ROUTINE WORK (writing only)** where two (2) or more scores or orchestral parts must be used or referred to, fifty percent (50%) above the prevailing rate for the completed number shall be charged.

15. **SYMPHONY, OPERA, CANTATA, ORATORIO, BALLET** or any other standard or classical music shall be charged for at the rates listed in the Local 802 Symphonic Price List.

16. **TRANSPOSITION** of all parts (excluding bar numbers) + 50%

17. **LIMITED USE RATE: For non-theatrical, non reproduction material. May be applied to Single Line, divisi and Keyboard rates only**..... @50% of Basic Rates

18. **TIME WORK** – to be computed on the basis of hours and half-hours. Copyists may be employed on a time rate basis only where page rates cannot be used, such as for cutting, pasting, marking, corrections, production lines, counting of bars, etc.

HOURLY RATE FOR TIME WORK

a. From 9:00 a.m. to 6:00 p.m.	\$ 34.50
b. From 6:00 p.m. to 12:00 midnight and Saturdays from 9:00 a.m. to 6:00 p.m.	\$ 51.75
c. From midnight Monday through Friday until dismissed, Saturday from 6:00 p.m. until dismissed, Sunday and holidays	\$ 69.00
d. Overtime rates shall continue until dismissal and/or nine (9) hours has elapsed before return call.	
e. Any member performing services must be paid scale and one-half after eight (8) hours in any given day and, in addition, time and one-half must be paid after forty (40) hours of work per week.	

* Divisi or chorded: If less than 50% of a page is divisi or chorded, the price of that page shall be computed at ½ page single notation and ½ page divisi or chorded. If more than 50% of a page is divisi or chorded, the page shall be considered divisi or chorded.

**ARRANGERS, ORCHESTRATORS, COPYISTS, LIBRARIANS,
PROOFREADERS & ELECTRONIC PROGRAMMERS**

PLEASE NOTE:

1. SYMPHONIC PRICE LIST applies to music prepared for Symphonic Orchestras, Ballet Companies, Opera Companies, Chamber Groups, FOR LIVE PERFORMANCE ONLY.
2. TRADE AGREEMENTS FALL INTO TWO CATEGORIES:
 - (a) Those negotiated between Local 802 and Employers: e.g., GENERAL PRICE LIST (NON-SYMPHONIC) Musical Productions (Theatrical and Industrial), Revues, Floor Shows, Cabaret and Night-Club Acts, Dance Units, Off-Broadway, Broadway (Trade agreement with the League of American Theatres and Producers), and any live performance categories not covered by other trade agreements.
 - (b) NATIONAL AGREEMENTS: Negotiated between the American Federation of Musicians (AFM) and Employers. These include:

SOUND RECORDINGS
RADIO AND TELEVISION COMMERCIAL ANNOUNCEMENTS (JINGLES)
TELEVISION VIDEOTAPE
NON-STANDARD TELEVISION (CABLE TV, VIDEOTAPE CASSETTE. ETC.)
PUBLIC TELEVISION
THEATRICAL FILM/TV FILM

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SECTION VI

Electronic Programming

The design and preparation of electronic musical setups shall be known as Electronic Programming. In addition to the provisions set forth below, any member providing Electronic Programming services shall be compensated in accordance with all conditions in this General Price List that apply to Orchestrators, e.g., supervision, overtime, fringe benefits, expense reimbursements, out-of-town travel, etc.

(a) Production Levels

Level I: Capitalization of \$1,000,000 or more, or operating costs of more than \$250,000 per week or \$50,000 per day.

Level II: Capitalization of over \$200,000 and less than \$1,000,000, or operating costs of less than Level I but more than \$100,000 per week or \$20,000 per day.

Level III: Capitalization of less than \$200,000, or operating costs of up to \$100,000 per week or \$20,000 per day.

(b) System Design. The design or redesign of an electronic musical setup shall include the following services:

- (i) Consulting with Composer and/or Orchestrator to discuss the types of sounds and/or equipment needed.
- (ii) Demonstrating available sounds and equipment, when requested.
- (iii) Selecting and acquiring all necessary components of the electronic musical setup, when authorized by the Employer, or approving the same.
- (iv) Preparing a list and/or diagram of the electronic musical setup.
- (v) Consulting with sound designer, director, manager and/or producer regarding amplification of and monitors for the electronic musical setup.

The foregoing services shall be compensated by payment of a Design Fee based on the number of MIDI controllers, as follows:

Production Level I: \$1680 per controller

Production Level II: \$ 840 per controller

Production Level III: \$ 210 per controller

(c) Programming. The creation, installation and maintenance of "software" components of an electronic musical setup shall include the following services:

- (i) Programming the Synthesizer/MIDI (Musical Instrument Digital Interface) system.
- (ii) Creating, selecting and/or assembling banks of sounds for use in the system.
- (iii) "Mapping" sounds and automating system (not including sequencing, if any).
- (iv) Documenting and backing up all data and maintaining the documentation and backups in a safe and secure condition.
- (v) Training musicians for performance on the system.
- (vi) Attending rehearsals or performances to note necessary program and/or "map" changes.
- (vii) Making any required changes in the sounds, "maps" or other "software" components of the system.

The foregoing services shall be compensated at the rate of:

Production Level I: \$63 per hour or part thereof.

Production Level II: \$47.25 per hour or part thereof.

Production Level III: \$31.50 per hour or part thereof.

All sounds (e.g., patches, presets, effects processors or combinations thereof) created, selected and/or assembled for use within the musical score or musical fabric of any performance shall be subject to the approval of the original orchestrator, if practicable, or if not practicable, of the orchestrator in charge of the project, if any.

(d) Sequencing. Creating and/or inputting sequences for live performance shall be compensated by payment of wages and benefits set forth for single-musician recording sessions in the following agreements in force at the time:

Production Level I: AFM Sound Recording Labor Agreement, Regular Session

Production Level II: AFM Sound Recording Labor Agreement, Special Session

Production Level III: Local 802 Limited Pressing Recording Agreement

(e) Hardware Installation. The installation and maintenance of “hardware” components of an electronic musical setup shall include the following services:

- (i) Setting up system for use in rehearsals and performance.
- (ii) Making repairs and adjustments to the physical components of an electronic musical setup, when possible.
- (iii) Ordering repairs to and replacement of physical components of the system, with approval of Employer.

The foregoing services shall be compensated at the rate of:

- Production Level I: \$42 per hour or part thereof.
- Production Level II: \$31.50 per hour or part thereof.
- Production Level III: \$21 per hour or part thereof.

(f) System Maintenance. The individual who performs and/or supervises the services listed in Paragraph **(c)** above, or his/her designee, shall remain available for consultation and further work on the electronic musical setup for no less than the following periods:

Production Level I: Run of production or 8 weeks following completion of project, whichever is greater.

Production Level II: Run of production or 4 weeks following completion of project, whichever is greater.

Production Level III: Run of production or 2 weeks following completion of project, whichever is greater.

During these periods, a minimum of 2 hours employment per week, to be compensated at the appropriate rate set forth in paragraph **(c)** herein, shall be guaranteed to said individual, with any additional time required to be compensated at the applicable rate.

(g) Further Work and Additional Use

- (i) If any element (other than sequencing) of the electronic musical setup is utilized by another employer or in another production, the Electronic Programmer shall receive:
 - (A) If the new employer or production is at the same or higher production level (as defined in paragraph **(a)** above), ½ of the Design Fee set forth in paragraph **(b)** above appropriate to the new project.
 - (B) If the new employer or production is at a lower production level, the full Design Fee set forth in paragraph **(b)** above appropriate to the new project.
- (ii) If sequencing created for an electronic musical setup is utilized by another employer or in another production, the individual(s) who created such sequencing shall be compensated by the payment of ½ of the amount set forth in paragraph **(d)** above appropriate for such employer or production.
- (iii) If additional services are required in connection with an additional production or by another employer, they shall be compensated by payment of the appropriate payments set forth above.

(h) Alteration, Duplication and Transmission

- (i) No Employer, or its successor, assign or licensee, may alter or make substitutions for any element of an electronic musical setup, including but not limited to the equipment, programs, “maps” or other data pertaining thereto, without the consent of the Electronic Programmer, but such Employer may permit the original Orchestrator or orchestrator in charge to make minor alterations or substitutions, in which case the Programmer shall be advised of all such changes.
- (ii) The Employer shall not duplicate or transmit any element of an electronic musical setup, including but not limited to the programs, “maps” or other data pertaining thereto, nor shall the Employer permit anyone to duplicate or transmit said element, without the consent of the Electronic Programmer.

