

INDUSTRIAL FILMS AGREEMENT
(NON-THEATRICAL, NON-TELEVISION)

December 1, 2005 — November 30, 2008



UNITY • HARMONY • ARTISTRY

AMERICAN FEDERATION OF MUSICIANS

**INDUSTRIAL FILMS AGREEMENT
(Non-Theatrical, Non-Television)
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AGREEMENT, made as of the date set forth below, by and between the undersigned Employer and the American Federation of Musicians of the United States and Canada (the "Federation"), as follows:

1. SCOPE OF AGREEMENT

This Agreement relates only to the employment of persons listed in the "Wage Scales, Hours of Employment and Working Conditions" attached hereto and to all conductors, featured instrumental musicians and orchestras (collectively herein called "musicians"), employed by the Employer in the United States and Canada in connection with the production of industrial motion picture (non-theatrical, non-television) films which are not to be exhibited in theatres where admission is charged or on television.

2. RECOGNITION

The Employer recognized the Federation as the exclusive collective bargaining representative of all musicians employed by the Employer.

3. UNION SHOP

It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Federation in good standing on the execution date of this union security agreement shall remain members in good standing and those who are not members on the execution date of this union security agreement shall on the 30th day following said execution date become and remain members in good standing in the Federation.

4. WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS

Wage Scales, Hours of Employment and Working Conditions for musicians shall be as set forth in the "Wage Scales, Hours of Employment and Working Conditions" attached hereto, and shall be effective as of December 1, 2005.

5. BETTER CONDITIONS

Nothing in this Agreement shall prevent any individual musician from negotiating and obtaining better conditions and terms of employment than those herein provided.

6. FEDERATION REPRESENTATIVE

The duly authorized business representative of the Federation shall be furnished a pass to the Studio. He shall be permitted to visit during working hours any portion of the Studio necessary for the proper conduct of the business of the Federation.

7. AGREEMENT TO REMAIN UNCHANGED

The basic Wage Scale, Hours of Employment and Working Conditions hereto attached shall not be changed during the life of this agreement, except as specifically provided herein.

The By-laws of the American Federation of Musicians, not relating to membership in the Federation and any amendments thereto which may be adopted during the term of this agreement which do not affect or vary the other terms and conditions of this agreement, are made part of this agreement to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any presently existing and valid state or federal law.

8. CONTRACT APPROVAL

The Employer agrees that all individual contracts covering services of members of the Federation performing services, within the scope of this agreement, will be submitted for approval to the Federation.

9. ORCHESTRA MANAGERS

Orchestra managers are to be selected by the Employer. The Employer reserves the right to remove the orchestra manager at any time for cause. Any action taken pursuant to this paragraph 9 shall be subject to the provisions of presently existing and valid law.

10. PERSONAL SERVICE CONTRACTS

The Employer agrees to enter into a personal service contract covering the employment of musicians for each picture for which the Employer requires the services of such musicians. This contract shall be executed between the Employer and the contracting member, who may be designated as orchestra manager, leader, contractor or composer.

11. USE OF LIVE MUSIC

During the term of this agreement we shall utilize live music exclusively for all films produced by or for us in which any music is used. All films produced by or for us in the United States or Canada, if scored, shall be scored in the United States or Canada, and the music recorded under the terms of this agreement.

12. SOUND TRACK REGULATIONS

A. The Employer agrees that all music sound track already recorded, or which will be recorded prior to the expiration of this agreement, will not be used at any time for any purpose whatsoever except to accompany the picture for which the music sound track was originally prepared with the following exceptions:

- (1) Music recorded for any picture may be used for any trailers advertising the same picture.
- (2) Music sound track previously recorded may be used to "stock" subsequent pictures for "sneak previews."
- (3) Radio transcription to exploit the picture, of music recorded for that picture, may be made by payment to the recording musicians of the established transcription rate, such transcriptions to be registered with the Federation.
- (4) Acetate copies of prescore recordings may be made for necessary rehearsing by artists, directors and/or for the edification of company executives only.
- (5) If any prescored musical numbers, are, for any reason, deleted from the picture for which they were designated and such deletion is done before the picture is released, the Employer shall have the right to re-register such work with the Federation for a subsequent production; the intent being that the Employer shall have the right to use all prescored numbers in one released production.

B. The Employer further agrees to register identification of picture and music sound track with the Federation.

C. It is agreed that no musicians shall be required or permitted to record music sound track for general usage or for any purpose whatsoever except as provided herein.

D. It is further agreed that all music sound track already recorded, commonly referred to a "library music sound track" will not be disposed of, sold, leased, or used for any picture or purpose except to accompany revival of the picture for which recordings were originally made.

E. It is agreed that members of the Federation will not be required or permitted to use music sound track for any purpose in violation of the terms herein provided.

F. The Employer is not restricted from continuing the established industry practice of exchanging so-called "stock shots."

G. The use of library music sound track for short subjects is prohibited.

H. No orchestra or part thereof shall be permitted to augment music recording in the same session in which the original recordings are made. The above is not intended to prohibit the Employer from making musical bridges, replacements, or other special effects, such as reverberation, where the tracks are staggered several sprocket holes or frames to give sound effects not obtainable with more musicians. It shall not be the intention of the Employer to program a recording call specifically for augmenting music tracks as a means of eliminating musicians.

I. The Employer agrees that he will not, without the prior written consent of the Federation, license, lease, lend, give, sell, utilize, or in any other way whatsoever authorize the use in whole or in part of the music sound track containing the recorded music made by members of the Federation performing on musical instruments or conducting, heretofore made or which will be made prior to the expiration of this agreement, or in connection with free television, pay television, cable television, video-tape cassettes during the life of this agreement and thereafter (for the purpose of this agreement, a cassette is considered to be any audio-visual device now known or hereafter devised containing an industrial film designed for replay on a home type television screen); except only after separate negotiations are entered upon and after a separate written agreement has been reached between the Federation and the Employer with respect to the use of such music sound track or such scenes or shots, on or in connection with the above, can such use be made, and then only upon the terms and conditions agreed upon by the Federation and the Producer in such separate agreement.

J. The Employer agrees that the substance and intent of Section "II" hereof, shall be incorporated in all agreements made by the Employer for licensing, leasing, lending, giving, selling, utilizing or other disposition of music sound track containing the recorded music made by members of the Federation, or scenes or shots containing pictures of members of the Federation performing on musical instruments or conducting.

13. 16MM. FILM

The Employer and/or its subsidiaries in the United States and/or Canada, agree not to produce, distribute, or make use of 16mm. film with music sound track produced within the United States and/or Canada, unless such music sound track is recorded by live musicians specifically for that picture. (This shall not apply to pictures produced and distributed outside of the territorial limits of the United States and Canada.)

The same wage scales and working conditions that pertain in the 35mm. motion picture field shall apply to 16mm. films. It is not the intent to impose any extra charge where 35mm. subjects are released on 16mm. film.

14. EMPLOYEES IN ARMED SERVICES

Recognizing the moral and legal responsibility to the men and women who may enter the armed services, the Employer and the Federation agree that they have a joint responsibility (subject to the then existing statutes) in the reinstatement of such employees to the positions such employees held prior to their entry into the Armed Services.

Employees temporarily holding such jobs, will be displaced by such returning employees.

15. "PROFESSIONAL" CAPACITY

The Federation and the Employer have agreed that all musicians are employed by the Producer in a "professional" capacity within the meaning of the "Fair Labor Standards Act of 1938" as amended.

16. NON-DISCRIMINATION

The parties mutually reaffirm their policy of non-discrimination. The Employer reaffirms its policy that no employee shall be discriminated against in employment hereunder, because of race, color, creed, sex, national origin or age provided the employer is qualified and has the physical ability to perform the work required hereunder by the Employer. The Federation reaffirms its policy of non-discrimination with respect to admission to membership and rights of membership.

17. CONFORMITY WITH LAW

It is understood that all of the provisions of this Agreement shall be subject to the provisions of presently existing and valid state or federal law, and that the Producer shall not be required to take any action under this agreement in conflict with any such provisions of law.

18. TERM OF AGREEMENT

This Agreement shall commence as of December 1, 2005 and shall remain in effect up to and including November 30, 2008.

19. GRIEVANCE AND ARBITRATION

A. Scope of Grievances

Any disputes or controversies of any kind between any Musician(s) or the Federation and an Employer arising out of or in connection with this Agreement (including, but not limited to, disputes concerning the meaning, interpretation, application or enforcement of the provisions set forth in this Agreement) shall be resolved exclusively through the procedure set forth in this Article.

B. Step 1—Initiation of Grievances

Within 60 calendar days after the occurrence of the event that gave rise to the grievance or after the date that the aggrieved party reasonably could have learned of that event, whichever is later, a grievance must be submitted in writing to the Employer by the Federation on its own or on behalf of the individual Musician(s) or to the Federation by the Employer. The grievance shall be submitted on a form as set forth in Exhibit C. Failure to follow the time limits specified above shall be grounds for rejecting the grievance.

C. Step 2—Resolution Meeting

Within 15 calendar days from receipt of the grievance, a representative designated by the Federation and a representative designated by the Employer shall meet to discuss the matter and attempt to resolve the dispute informally.

D. Step 3—Written Answer

If the parties are unable to resolve the dispute at that meeting, the party against whom the grievance is filed shall submit a written answer to the grievance within 15 calendar days after the resolution meeting.

E. Step 4—Demand for Arbitration

If either party to this Agreement is not satisfied with the answer or if no answer is submitted within the time limit specified, the dissatisfied party may elect to submit the dispute to arbitration by notifying both the American Arbitration Association (“AAA”) and the other party in writing within 30 calendar days after the date the answer was due. The written demand for arbitration shall include a copy of the grievance that was filed and the answer, if any.

F. Selection of Arbitrator

At the time arbitration is invoked, Arbitration shall be conducted in either New York City, Chicago, or Los Angeles, or such other city which the parties agree to, with due consideration to factors such as where the grievance arose, where the parties are located, where the relevant records are located, or other factors peculiar to the case. Within seven working days the parties shall select a single arbitrator from the panel utilizing, if necessary, an alternate striking process until a single arbitrator remains who shall then become the selected arbitrator. If no arbitrator on the original panel is acceptable to either party, the parties may request a second panel and go through the same process within the same time limits set out above. No future panels may be requested by the parties after the second panel.

G. Hearing and Award

When the arbitrator has been selected, the parties shall immediately confer with him/her to determine the earliest practicable date for a hearing. Fees and expenses of the arbitrator and the proceeding itself (e.g., court reporter) shall be borne equally by the parties. The arbitrator’s award shall be rendered within 30 calendar days of the close of the hearing or 30 calendar days after submission of post-hearing briefs, where applicable. The award of the arbitrator shall constitute a final and binding resolution of the dispute with respect to all parties—the individual Musician(s), the Federation and its Locals, and the Employer. The arbitrator shall have the power and authority to issue an award that he/she may deem appropriate, but shall not have the power or authority to amend, add to or subtract from, or alter in any manner the provisions of this Agreement.

H. Extension

Any of the time limits set forth above may be extended by mutual agreement in writing.

20. RATES AND CONDITIONS

The following special rate for recording musicians for industrial films for non-theatrical, non-television exhibition and distribution, has been established:

		12/01/05
Minimum two (2) hours service per <u>side</u> musician		
		\$195.39
Overtime, per 15 minutes or fraction thereof, per musician		
		\$ 24.42
One musician playing alone, double		

Overtime must immediately follow a regular session. All hours not continuous will be charged as additional sessions.

A musician may be required to remain up to one (1) hour beyond the minimum two (2) hour call. The first one-half (1/2) hour of such “hold” period shall be paid at the basic hourly rate in fifteen (15) minute increments. The last one-half (1/2) hour of such “hold” period and any subsequent time until dismissed shall be paid at the applicable premium rate.

A. Leader

The minimum pay, per session, for leader shall be double the minimum rate of pay applicable to the sidemusician employed in the session.

B. Night Premium

Work performed between 8:00 P.M. and midnight shall be paid at twenty (20) percent additional penalty. Work performed after midnight shall be paid at double time.

C. Orchestra Manager/Contractor

If ten (10) or more recording musicians including leader are employed for any session, an orchestra manager (contractor), who is a member in good standing of the Federation, shall be employed for said session. He/she may be one of the recording musicians. It shall be the duty of the orchestra manager (contractor) to see that all musical activities conform to this agreement. He/she shall be physically present at all recording sessions during the entire engagement. The minimum pay shall be double the minimum rate of pay applicable to the non-doubling side musicians employed in the session but, in any event, the scale for any person performing both as an orchestra manager (contractor) and a recording musician shall not exceed twice such recording musician's non-doubling scale. The orchestra manager may not be required to function as a sound consultant or conductor.

D. Rest Period

Intermission of ten (10) minutes per hour away from stand must be given on all engagements, with the understanding that it means ten minutes from the time musicians leave stands until they return and are ready to play. The Employer is privileged to accumulate two rest periods.

E. Doubling Rates and Conditions for Recording Musicians

- (1) When one or more doubles are played by any instrumentalist in any one session and the overtime related thereto, for the first double, the instrumentalist who doubles shall be paid not less than 50 percent extra of the minimum rate otherwise applicable for the session and the overtime related thereto, plus an additional 20 percent extra of such minimum rate for each double beyond the first.
- (2) The following are not construed as doubling:
 - (a) piano with celeste (when furnished)
 - (b) instruments within a drummer's regulation outfit (bass drum, snare drum, pedal cymbals, gongs, sleigh bells, wood blocks, and small traps)
 - (c) xylophones with vibraharp, or bells, but only when no other instruments are played

- (d) electronic devices: If an electronic device (e.g. multiplex, divider, maestro, multiplier of octaves) is used to simulate sounds of instruments in addition to the normal sound of the instrument to which such electronic device is attached or applied, such use of the electronic device shall be treated as a double.

F. Saturdays, Sundays and Holidays

Double time scale shall prevail for work on Saturdays, Sundays and the following legal holidays. In the United States: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In Canada: New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

G. Cartage

Whenever the Producer requests a musician to bring a heavy instrument to a recording session, the Producer shall specify whether the musician shall transport such heavy instrument either by public or private transportation and public transportation shall be used if it is the only practicable manner of transportation. If a public carrier is to be used, the Producer shall have the option of designating the public carrier qualified to transport musical instruments. If the instrument is delivered by the designated public carrier, the Producer shall pay the cartage bill of the designated public carrier. If the musician chooses to use a carrier other than that designated by the Producer, the Producer shall not be liable for a cartage bill greater than the rate charged by the designated carrier.

Harp, String Bass, Keyboards, Timpani - \$30

Tuba, Drums, all heavy or bulky amplifiers, Baritone Saxophone, Cello, Bass Saxophone, Contra Bass Clarinet, Contra Bass Bassoon, Accordion, Baritone Horn and Contra Bass Trombone - \$12.00 each

H. Electronic Instruments

Electronic instruments may not be used for the purpose of displacing sections of traditional musical instruments. However, electronic instruments may be used creatively for the unusual sound these instruments are capable of producing. Such instruments may also be used by a musician(s) in connection with an established performance.

I. Dismissal

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.

21. ADVANCE NOTICE

No musician shall be required to remain longer than one hour overtime unless a longer time requirement was specified at the time he/she accepted the engagement.

22. CANCELLATION

A session, once called, shall not be canceled, postponed, or otherwise rescheduled less than 96 hours prior to the date of the session. In the event of an emergency, a session may be canceled, postponed or otherwise rescheduled upon shorter notice with the consent of the office of the Federation President.

23. PAYMENT

(a) Payment to instrumental musicians

The Employer shall make the payments set forth in this Agreement to each leader, contractor, and sidemusician employed at a recording session, through such agency or agencies of the Federation as may be designated from time to time by the Federation, within 15 days (excluding Saturdays, Sundays and holidays) after the date of the session.

(b) Payment to arrangers, orchestrators, or copyists

The Employer shall make payment to arrangers, orchestrators, or copyists for work performed under the terms of this agreement, through such agency or agencies of the Federation as may be designated from time to time by the Federation, within 15 days (excluding Saturdays, Sundays and holidays) after the date of receipt of their completed billings and all necessary and completed W-4 forms.

(c) If the Employer fails to make such payment within the time limits set forth in 11 (1) or 11 (2) above, it shall be required to pay a delinquent payment penalty, in addition to the amount shown to be due and unpaid pursuant to Federation form of contract, to the individual musician to whom it is due and unpaid in either of the following amounts:

- (1) A penalty of 5% of the above-mentioned amount due and unpaid if the delinquent payment is made within 15 days (excluding Saturdays, Sundays and holidays) after the date payment was due.
- (2) A penalty of 10% of the above-mentioned amount due and unpaid (excluding the 5% penalty above) if the delinquent payment is made between the 31st and 60th business days (excluding Saturdays, Sundays and holidays) after the payment was due.
- (3) Payments made after such 60th business day shall require in lieu of the said additional 10% payment the payment of an additional

amount equal to 50% (fifty percent) of the initial amount payable plus an additional 10% payment for each thirty days after the 60th day in which payment is not made. Such 50% (fifty percent) payment shall not be required unless notice has been given between the 30th and 60th business days referred to therein that the Employer is delinquent.

- (4) The above delinquent payment penalties shall not apply to payments which have not been made by the Company by reason of:
- (i) The employee's failure or delay in furnishing a W-4 form:
or
 - (ii) The musician's failure to furnish appropriate documentation to enable the producer to complete the I-9 form (provided that a musicians' failure to provide such documentation shall not excuse late payment to any other musician engaged for the same session.)
 - (iii) The musician's failure to provide the Producer with the correct address to which payment should be sent. (If a payment is returned to the Producer, the Producer will contact the Local to ascertain the musician's correct address and thereafter, the payment will be forwarded to such address).
 - (iv) The existence of a bona fide dispute as to the amount due and payable notice of which shall be filed within five business days following receipt of bills with the local of the Federation in whose jurisdiction the work was performed.
 - (v) In the event of a bona fide dispute, only that portion of the total payroll under dispute will be exempt from delinquent payment penalties and the company agrees to see that the balance (the amounts not under dispute) will not be withheld pending adjudication of the dispute.
 - (vi) Emergencies beyond the control of the Company.
 - (vii) Where the Company inadvertently makes a less than full payment and presentation of the claim for the remainder is deliberately delayed in an attempt to collect a penalty.

24. SIDELINE MUSICIANS

SCALE

		<u>12/01/05</u>
minimum pay for 8 hours: One person alone		\$197.58
		\$232.84
OVERTIME (after 8 work hours) Per 15 minutes One person alone		\$ 9.26
		\$ 10.92

All work must be consecutive (except that a one hour meal period, deductible from work time, will be allowed in nine hours).

Night Premium: For hours between 12:00 midnight and 1:00 A.M. - 10% additional per hour
For hours between 1:00 A.M. and 6:00 A.M. - 20% additional per hour

Interviews: \$31.04 allowance for 1 1/2 hour interview

Fittings: \$41.38 allowance for two hours

Wardrobe allowance: \$15.00 allowance for tuxedo or white tie and tails

Wardrobe Change: \$5.00 for first change and \$7.50 for two or more changes.

Wardrobe Removal: Whenever a sideline musician turns in wardrobe or property on time which he/she is not otherwise compensated, he/she shall be paid a wardrobe allowance of thirty minutes at the regular hourly rate for that day. If more than one-half hour is required, he/she shall be paid for such excess time in units of 15 minutes.

Cancellation of calls: Calls may be canceled for any of the following reasons only:

1. Illness in principal cast
2. Fire, flood or other similar catastrophe
3. Governmental regulations or other issues due to a national emergency.

In the event of a cancellation, the musician so canceled shall be entitled to a one-half check, EXCEPT if the musician is notified of the cancellation before 6:00 P.M. of the day previous to the work date by the same or any other producer, HE/SHE SHALL NOT BE ENTITLED TO SUCH ONE-HALF CHECK.

Orchestra Manager: If ten (10) or more sideline musicians (including leader) are employed, an orchestra manager is required for such call. He/she may be one of the sideline musicians and in that event he/she shall receive double scale.

It shall be the duty of the orchestra manager to see that all musical activities conform to Federation rules and regulations which do not contravene any valid law. The orchestra manager shall be physically present at all times that the sideline musicians engaged by him/her are working during the entire engagement.

Doubling: 25% for the first double, 10% for each additional double.

Travel time: \$19.78 per hour (between 6:00 A.M. and 6:00 P.M.)

Meals: Meal periods shall not be less than one-half hour nor more than one hour. Not more than one meal period shall be deducted from work time of call, and subsequent meal period not later than six (6) hours after termination of preceding meal period.

Silent Bit: When directed to do special business (portrayal of an essential story point in pantomime, in a 4-shot or less), or a pantomime special business with actors to convey an essential story point in a close shot, such performance shall constitute a silent bit. Compensation for the day shall not be less than \$265.47 or prevailing rate in Los Angeles for such work, whichever is greater.

Recording by Sideline Musicians: Except for "leak through", if a sideline musician records he/she shall be paid for a minimum of one recording session in addition to 100% of the sideline scale.

25. ORCHESTRATOR

A. Definitions

(1) Orchestrating is defined as the art of assigning, by writing in the form of an orchestra score, the various voices of an already written composition complete in form. A composition is considered complete in form when it fully represents the melodic, harmonic and rhythmic structure.

(2) Prices quoted in this Section refer to orchestration only and must not be interpreted to include or apply to creative contribution such as reharmonization, paraphrasing or development of a composition already complete in form.

(3) Any alteration of or addition to the structure of a composition is defined as arranging. The price charged shall be subject to individual negotiations, but shall be in addition to the orchestrator scale.

(4) Sketching is an additional service and the payment therefor shall be subject to individual negotiations between the Producer and the musician.

B. Recordings

Orchestrators will not be required to attend recording sessions. If the orchestrator is specifically requested by the head of the music department to attend or assist in the scoring session, thereby expediting the recording process, the orchestrator shall be paid not less than recording musician scale. If more than two orchestrators are so requested, only two may be paid under this provision, and the remaining orchestrators will be paid under the provisions of Paragraph 15(b)(15).

C. Meals

(1) Intervals Between Meals

The first meal period shall be called not later than six (6) hours after reporting for work and subsequent meal periods shall be called not later than six (6) hours after the expiration of the next previous meal period.

(2) Penalty for Delayed Meals

Straight time allowance at the scheduled Regular Basic Hourly Rate for length of delay. Minimum allowance: one-half (½) hour.

D. Vocal Or Instrumental Orchestration Rates

A score page shall consist of four (4) bars; rates shall be computed on page and half-page rates, except that the first page shall be paid in full rather than prorated. The last page of a score shall be computed at not less than a half-page rate.

E. Page Rates

A score page shall consist of four (4) bars; come sopras to eight (8) measures to be counted in the space of one (1) bar.

	12/01/05
(a) Not more than 13 lines	\$ 26.14
(b) Not more than 20 lines of which two (2) only may be double stave part	33.60
(c) (1) Not more than 25 lines (2) Not more than 30 lines (3) Not more than 35 lines (4) Not more than 40 lines (5) Not more than 45 lines (6) Not more than 50 lines (7) More than 50 lines	37.62 41.69 45.82 49.88 54.76 58.38 60.32
(d) Piano part taken from voice	41.85
(e) Taking down melody and making lead sheet	21.02
Exact transcription of all parts of a composition from a mechanical device, and creating or recreating orchestration for a score page -- time-and-one-half applicable orchestration scale.	
(f) Conductor's part, from score	21.02
(g) Timing pictures, if requested to attend recording sessions, per hour	41.85
(h) Adding lines to an existing score per line - per page	4.31
Divisi parts: Count as one (1) line per instrument.	
Double stave parts: Count as two (2) lines.	

The following in the aggregate will count as one (1) line of score: Bar numbers, page numbers, timings, clicks, scene cues and other supplementary information.

A "pick-up" will be computed as a full bar for orchestrators.

F. Weekly Engagements

When an Orchestrator is guaranteed by written contract not less than forty (40) out of fifty-two (52) consecutive weeks at \$1559.29 or more per week, he/she shall not be entitled to any additional compensation based upon any of the above page rates.

When an Orchestrator is called to work at the above page rates, one (1) thirty (30) minute period of free consultation time shall be allowed; however, all waiting time shall be paid for at the rate of \$41.85 per hour.

G. Miscellaneous Work

Time rates may be used only for adding parts to a score, on adjustments, work at rehearsals, take downs, alterations, additions and in other situations where page rates are impractical. The hourly rate for time work shall be \$41.85.

H. Orchestrations

(1) Musical orchestrators and copyists must be paid at the prevailing industrial film orchestrating rate for all orchestrations, or copyist rates for copying work, as the case may be, when initially used for industrial film, but with no additional compensation for any subsequent motion picture use. This also applies to orchestrations already in the possession of any orchestra or band leader, which were originally made for other than industrial film purposes. This does not apply to contracts already executed. All orchestrations already in the possession of the Producer and scored under this Agreement shall be confined to industrial film produced by the Producers.

(2) To the extent known at the time of filing of a Form B Contract or an Orchestra Manager's Report, the identity of the orchestrator(s) will be listed on each such Contract or Report. In this regard, Composers will be asked to provide Producers with such information.

26. Music Preparation

(a) Librarians shall have supervision over all Assistant Librarians, Copyists and Proofreaders employed on all engagements.

(b) When a Copyist is required to perform a Librarian's duties, he/she shall receive the applicable Librarian's daily *pro rata* rate as specified.

(c) All paper and necessary working materials shall be supplied by the employer or furnished by the employee at cost. All printing of duplicate parts shall be supplied by the employer or furnished by the employee at cost. Messenger service (pick-up and delivery) shall be paid for by the employer.

(d) Suitable chairs, tables, lighting and necessary equipment shall be made available by the Producer.

A. Copyist Page Rates

(1) A Copyist engaged to do work shall be compensated by the page and shall be guaranteed not less than \$91.55 for the engagement (it being understood that the Studio is entitled to the equivalent in service).

- (2) All work is to be computed by the page and the half-page. Such page shall be deemed to consist of ten (10) staves (lines), including the heading, and a half-page shall consist of up to five (5) staves (lines).
- (3) The page rate for all pages shall be the amounts indicated below. The half-page rates for such pages shall be at one-half ($\frac{1}{2}$) of such page rates.
- (4) All parts prepared for reproduction by any mechanical process (regardless of their usage) shall be charged for at double the listed rates.
- (5) Transposition of any part, fifty percent (50%) or more of which is transposed, fifty percent (50%) extra. The above applies whenever transpositions are required under this Agreement.
- (6) Special routine work, when two (2) or more scores, orchestral or vocal parts must be used or referred to in extracting the parts, shall be paid for at fifty percent (50%) more than the listed rates and there shall not be any charge for transposition.
- (7) Work performed by a Copyist, under the direction and control of Producer, between the hours of 6:00 a.m. and 9:00 p.m., shall be paid at the basic rate. When a Copyist is ordered by Producer to work at night and performs his/her work as directed under Producer's control, then all of such work as is performed between 9:00 p.m. and midnight shall be paid at one hundred ten percent (110%) of the basic rate; all of such work as is performed between midnight and 6:00 a.m. shall be paid at one hundred fifty percent (150%) of the basic rate until the Copyist is dismissed. There shall be no compounding in pricing the computation.
- (8) A copyist who works in excess of twelve (12) hours in a day, under the direction and control of the Producer, shall be paid at one hundred twenty-five percent (125%) of the basic rate, unless a higher premium rate applies.

<u>INSTRUMENTAL PARTS</u>	<u>Basic Rates Page 10 Lines</u> <u>Effective Dates</u>
	12/01/05
(a) Single Notation	\$ 5.13
(b) Divisi Parts (any part of which 50% or more is divisi) shall be computed at one and one-half times the basic rate	7.70
(c) Piano, banjo, guitar, harp, organ, celeste	8.76
(d) Piano with melody line cued	13.08
(e) Piano with orchestral cues on separate line, 3 brace	13.88
(f) Piano (two line part) with orchestral cues incorporated	14.83
(g) Classical, concert, symphonies or similar piano parts	14.83
(h) Writing in lyrics (each set)	2.09
(i) Writing in foreign language lyrics (consisting of 50% or more of a page) each set	2.47
(j) Rehearsal letters, lettering or numbering bars	0.82
(k) Adding harmony chord symbols to any part, at harmony changes only	1.62
(l) Song piano parts (including a single set of lyrics)	10.78
(m) Song piano parts (including a single set of lyrics and chord symbols at harmony changes only)	12.36
(n) Adding symbols, other than chord symbols, for electronic instruments or devices:	
(1) Single stave parts	2.12
(2) Multiple stave parts	1.15

<u>VOCAL PARTS</u>	Basic Rates Page 10 Lines
	12/01/05
(a) Single voice line with single set of lyrics	\$ 7.25
(b) Choir parts with single set of lyrics	9.78
(c) Choir parts with double set of lyrics	11.91

<u>CONDUCTOR PARTS</u>	Basic Rate Page 10 Lines
	12/01/05
(a) Single melody line only worded instrumental cues	\$ 8.76
(b) Lead lines with notated instrumental cues (single or double staff)	11.48
(c) From orchestral sketch or condensed score (if reference to score is required for this classification, Section (d), shall apply)	13.70
(d) Constructed from score - harmonically complete	16.06

B. Copying Parts From Sketch Or Score

(1) Definitions

(a) Full Score: A visual representation of parts to be performed by instruments and/or voice of a musical ensemble systematically placed on a series of staves, one above the other, and in which none other than two (2) identical instruments are combined on a single staff.

(b) Condensed Score: A visual representation of a composition or arrangement in condensed form, when not more than four (4) instruments are combined on a single staff and remain on the same staff throughout.

(c) Sketch: A visual representation of a composition in condensed form wherein either more than four (4) instruments are notated on a single staff, or two (2) or more instruments do not remain on the same staff

throughout, but fully setting forth the melodic, harmonic and rhythmic structure in such a manner that the Copyist may understand what was intended.

(d) Copying parts from a condensed score shall be charged for at basic page rates (including fifty percent (50%) extra for parts transposed) plus fifty percent (50%) additional for only those parts that are extracted from staves combining three (3) or more instruments.

(e) Copying parts from a sketch shall be charged for at basic page rates (including fifty percent (50%) extra for transposition) plus fifty percent (50%) additional overall.

C. Proofreader

(1) With respect to proofreaders employed on a daily or weekly rate, after working on an overtime rate, eight (8) rest hours shall elapse before resuming single scales. When called back before the expiration of the eight (8) hour rest period and when intervening time between dismissal and recall is four (4) hours or less, then such intervening time and succeeding consecutive work hours shall be paid at the applicable overtime rate as though there had been no time off. If the intervening time between dismissal and recall is more than four (4) but less than eight (8) hours, such person shall be paid at the applicable overtime rate for all succeeding work time.

(2) Day Calls

		PER HOUR Effective Dates
		12/01/05
(1)	Eight (8) hours minimum call, commencing between 8:00 a.m. and midnight	\$ 19.67
(2)	For any hours (in the minimum call) occurring after midnight	26.29
(3)	Overtime after eight (8) hours on day calls, per hour or fraction thereof	29.51

(3) Night Calls

		12/01/05
(1)	Six (6) hours minimum call, commencing between midnight and 8:00 a.m.	\$157.59
(2)	Overtime after six (6) hours, per hour or fraction thereof	29.55

(4) Weekly Rates

	12/01/05
(1) Engagements of one (1) week, of forty (40) working hours in five (5) or less days between hours of 8:00 a.m. and midnight, not exceeding eight (8) hours in any day, time computed from time called to time dismissed, per week	\$748.35
(2) Overtime, per hour or fraction thereof to midnight	18.71
(3) Overtime after midnight, per hour or fraction thereof	28.07

(5) Paragraphs 48 and 49 shall be applicable to proofreaders.

(6) If an orchestrator is employed to proofread, he/she shall be paid at the orchestrator's rate. If a copyist is employed to proofread, he/she shall be paid at the copyist's rate.

D. Miscellaneous

When a copyist is engaged on work by the page and is required to cut, paste or render similar service, such service and/or waiting time after copyist reports for work to be paid for at the rate of \$22.02 per hour in periods of not less than fifteen (15) minutes.

E. Meals (for daily and weekly employees only)

(1) Intervals Between Meals

The first meal period shall be called not later than six (6) hours after reporting for work and subsequent meal periods shall be called not later than six (6) hours after the expiration of the next previous meal period.

(2) Penalty for Delayed Meals

Straight time allowance at the scheduled Regular Basic Hourly Rate for length of delay. Minimum allowance: one-half (½) hour.

F. Librarians

(1). Employees in charge of the Music Library, supervisor of Copyists, clerical, and research work in connection with all musical requirements, etc., are classed as Librarians, and shall receive not less than \$882.11 per five (5) day week of forty-three and two-tenths (43.2) cumulative hours, overtime at straight time. Minimum call: On any day other than

the day of a recording session, there shall not be less than a three (3) hour call at the existing hourly rate.

(2) A Music Librarian is not permitted to perform the duties of any other classification of work enumerated in this schedule. A Music Librarian is authorized to act as contractor for the employment of Copyists on behalf of the Producer. When two (2) or fewer Copyists are engaged, a Librarian is permitted to do copying work.

All copying work performed by librarians under the terms of this Agreement, at the direction of the Producer, shall be paid for at the applicable rates, but with no minimum guarantee.

(3) When a Librarian is employed and the services of an Assistant are required, such Assistant shall receive not less than \$544.28 per five day week of forty-three and two-tenths (43.2) cumulative hours overtime at straight time.

(4) An Assistant Music Librarian is directly responsible to the Music Librarian.

(5) In addition to assisting the Music Librarian, the Assistant Music Librarian may perform any of the other duties set forth in this schedule. All rates and regulations enumerated herein must be observed.

(6) In connection with any so-called "package deal," the following shall apply:

(7) The Music Librarian employed shall be paid twenty-five percent (25%) as a surcharge of the cost of music preparation (copying and proofreading), only if said music preparation is done under his/her supervision.

(8) A Music Librarian employed for the recording session shall be paid \$236.36 for not to exceed eight (8) consecutive hours, excluding meal periods, on the day of such recording session. Such Music Librarian may do any emergency copying or make any corrections to music, on the set or the scoring stage. Overtime after eight (8) consecutive hours, excluding meal periods, shall be computed in one-half ($\frac{1}{2}$) hour units at the rate of \$22.17 per each half hour.

(9) Page rates shall apply for all copying on this type of operation, excluding copying as provided in subparagraph (b) above.

(10) When a Supervising Copyist (a copyist who secures the services of other copyists) is employed, he/she shall be paid the said twenty-five percent (25%) surcharge of the cost of music preparation (including copying done by him/her) when the services of more than one copyist are necessary to complete the work assignment. The Supervising Copyist may also be the Music Librarian.

G. Night Premiums

Work time shall be paid for according to the following schedule:

<u>Hours Worked Between</u>	<u>Night Premium Rate</u>
Midnight and 1:00 a.m.	110% of hourly rate*
1:00 a.m. and 6:00 a.m.	120% of hourly rate*

*hourly rate = weekly salary divided by 43.2

27. PENSION WELFARE FUNDS

1. Employer shall contribute an amount equal to twelve percent (12%) of all earnings of whatever nature covered by this agreement, computed at scale, (a) with respect to services rendered in the United States, to the American Federation of Musicians and Employers Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959; and (b) with respect to services rendered in the Dominion of Canada, to the American Federation of Musicians and Employers Pension Plan Welfare Fund (Canada), created pursuant to agreement and Declaration of Trust dated April 9, 1962.

It is understood that, under the terms of said trust agreements, the employees (in addition to musicians as therein defined) on behalf of whom contributions to the aforesaid Funds may be made by other employers include the following:

- (i) full-time employees of the Funds themselves
- (ii) full-time office and clerical employees of the Federation and any of its affiliated Locals and,
- (iii) duly elected officers and representatives of the Federation and of any of its affiliated Locals.

2. The Employer shall submit such reports in such form as the trustees may reasonably require and the Employer's records shall be subject to such reasonable audit by the trustees as the trustees may require.

3. The Company shall make such payments to such place as the trustees of the Funds may designate, upon the filing of the Form B contract.

4. (i) The Employer agrees that it shall furnish to the Federation, simultaneously with its delivery thereof to the trustees, copies of any and all statements submitted to such trustees under said trust indenture.

(ii) The Employer agrees that the Federation shall have the right from time to time, upon reasonable notice to Employer, without limitation to the duration of this agreement and at all reasonable times during business hours, to have the Federation's duly authorized agents examine and audit the Employer's

records and accounts concerning all transactions which are subject to payments pursuant to this Exhibit "A"; such examination and audit to be made for the purpose of ascertaining what sums, if any, may be due and of verifying any statements made by the Employer pursuant to this "Exhibit "A." The Employer agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.

5. The Federation and said trustees or either of them, may enforce the provisions contained in this Exhibit "A."

28. HEALTH AND WELFARE FUND CONTRIBUTION (NON-SYMPHONIC)

The Company will contribute to the lawful Health and Welfare Fund presently established by any Federation Local and commencing thirty days after notice in writing, the Company will contribute to any other lawful Health and Welfare Fund established by any other Federation Local, the sum of \$21.00 effective December 1, 2005 for each original service performed within the jurisdiction of such Federation Local by each musician covered by this agreement.

With respect to any such original service performed within the jurisdiction of a Federation Local where no such Fund is established, the Company shall pay to each such musician said sum of \$21.00 effective December 1, 2005. In the case of arrangers, orchestrators and copyists, an original service will be considered as a calendar day.

No such health and Welfare Fund contribution whether paid to any Fund or paid directly to a musician shall be the basis for computing the applicable AFM-EP contribution or any other payments under this agreement such as doubling, overtime, premium time pay, etc.