



June 13, 2025

This memorandum provides a comprehensive explanation of the 2023-2026 Integrated Media Agreement. Please read it carefully.

The AFM recommends that you vote to ratify the new IMA.

FROM: Deborah Newmark, Director of Symphonic Electronic Media

RE: Integrated Media Agreement – Ratification Recommendation

TO: Musicians of the Sacramento Choral Society and Orchestra

Dear Member,

We are pleased to report that the American Federation of Musicians of the U.S. and Canada (“Federation”) and the Sacramento Choral Society and Orchestra have finalized a new Integrated Media Agreement (“2023-2026 IMA”). The 2023-2026 IMA is the successor to the 2019-2022 IMA, for IMA-signatory orchestras.

The agreement you are being asked to ratify is between your employer and the AFM but it is modeled on an agreement bargained over the course of nearly 18 months between the AFM and a multi-employer group known as the Employers’ Media Association (EMA). Your institution was not a part of the multi-employer group but the agreement you are ratifying is nearly identical to the one that resulted from that bargaining. This memorandum summarizes some of the most significant developments contained within the 2023-2026 IMA.

Terms of the Tentative Agreement for the 2023-2026 IMA

- Term: effective upon ratification until June 30, 2026
- TV repeater stations (defined as stations on which programming is identical, other than local news and weather within the state or states contiguous thereto) will now be treated in the same manner as radio repeater stations, allowing for broadcast on such repeater stations to be treated as local.
- Simultaneous streaming of a local TV broadcast will now be allowed so long as musicians are paid the greater of the local TV rate in the local CBA or 50% of the regional TV rate in the IMA. This change responds to the increasingly common practice of TV stations simultaneously streaming all programming and the stations’ disinclination to broadcast programs that they cannot also stream.

- A new provision will allow for the simultaneous live-streaming of a live performance to a patron who has purchased a ticket to attend a live performance but is unable to attend. Access will be made available to the ticket buyer through a single-access code or other technology that protects against unauthorized access to the live-stream. This provision does not include on-demand streaming of the program as such use would be covered under the multi-platform release payment of the IMA. Such live-streaming will be subject to Orchestra/Committee approval on a season or per project basis.
- With prior approval of the Orchestra Committee, Private Use Agreements will now be available to a wider group of artistic collaborators, to include dancers, choreographers, stage/set designers and stage directors in addition to the group currently allowed to request such recordings. In addition, an opera company or ballet company that subcontracts services from, or to a chorus that performs with, a symphonic employer will also be able to request a recording for that institution's archival, study and grant tape purposes. All sharing of these materials requires the receiver to sign an agreement outlining the permissible uses of the recording.
- A new provision expands the existing ability for co-commissioning or co-producing orchestras to share content for the purpose of promoting ticket sales by allowing up to 30 seconds of audio or audio-visual content to be used in a commercial announcement ("jingle") to promote ticket sales to performances of another non-profit symphony, opera, or ballet orchestra employer of Federation Musicians pursuant to a CBA, even where the work recorded is not a co-commission or co-production, but there is no extant commercial recording. This sharing requires the approval of the Orchestra Committees of both the Orchestras providing and using the recorded content, and, where practicable, appropriate recognition to the Orchestra providing the content.
- Volunteer Promotional provisions may now be used for educational purposes as well as promotion, provided that the content shall consist only of a single musician performing a lecture-demonstration.
- Language was added to prohibit an employer from executing a licensing agreement (pursuant to which recorded content is provided to third parties) until after the Orchestra Committee has given approval for the project. This addresses the tendency of some employers to prematurely execute licensing agreements.
- Rates for opera broadcasts continue to be subject to local negotiations, but the floor (minimum payment) for such broadcasts was adjusted to be consistent with the floor established in the Multi-Platform Release.
- When an employer pays musicians for a regional television broadcast, that content may now also be simultaneously streamed on each local television station's website without additional payment to musicians.
- Educational programming, in addition to the current Pre-K through 12 classroom-based uses will also be available to home schoolers and college undergraduates in pursuit of a degree program. Except for "Young People's Concerts" (content defined as capture of a live performance for school children) which may be streamed without such protections, distribution of educational content shall continue to be via closed-circuit, internet with

password-protected entry, internet2 or other technologies designed to protect the work for classroom educational use.

In addition, the provision that allowed for two (2) free forty-five (45) minutes or less educational projects over the life of the prior agreement has been expanded to allow for two such projects during each year of this Agreement.

- Sound Exchange. After June 30, 2024, an employer may not enter into or renew a licensing agreement with a third party which allows that Third Party Licensee to exploit the recording by entering into direct licenses with music services for digital transmissions otherwise eligible for the statutory license pursuant to 17 U.S.C. Sec. 114, unless the license between the Third Party Licensee and the Music Service Licensee (“Direct Digital Streaming License”) provides that 50% of the total royalties and other compensation payable by the Music Service Licensee in respect of the transmissions shall be paid to SoundExchange and passed on to the artists on the recording (including the Musicians as featured artists) pursuant to the provisions of 17 U.S.C. Sections 114(g)(B), (C), and (D). SoundExchange collects and distributes royalties to our musicians.
- Exhibit E. Side Letter Regarding Audio and Audio-Visual Recording with Non-Classical Featured Artists. In the 2019-2022 IMA, this provision had a sunset clause which expired on June 30, 2022. Agreement was reached to allow for the use of Exhibit E during the term of the new Agreement but to increase from one to two per year the number of projects that may be created pursuant to its provisions. In addition, the two-per-contract year may not be carried over from one year to the next.

Conclusion

We have seen in recent years how significant electronic media activity can be to our symphony orchestras and to symphonic musicians. Many orchestras made good use of electronic media during COVID lockdowns, thanks in large part to the flexibility we provided through side letters tailored to the extraordinary circumstances of the pandemic. Through our efforts at the bargaining table and the support of the musicians who work under this agreement, we have been able to preserve and strengthen the IMA for the post-COVID era, ensuring not only that our orchestra institutions will continue to benefit from the value of our recorded product but even more importantly that musicians will continue to be fairly compensated for the work of creating that product.