American Federation
of Musicians &
Employers' Pension Fund

P. O. Box 2673
New York, NY 10117-0262
(212) 284-1200
Fax (212) 284-1300

American Federation of Musicians' and Employers Pension Fund Requirements for Approving Collective Bargaining Agreements/ Employers (amended 02/11/2026)

1. Agreement Content Requirements

A Collective Bargaining Agreement ("CBA") will not be approved if all of the following requirements have not been satisfied:

A. It has language adopting the rehabilitation plan effective 6/1/10 and any updates thereto (the "rehabilitation plan") and/or increasing the contribution rates consistent with the rehabilitation plan. (The requirement to increase the contribution rates consistent with the original version of the rehabilitation plan does not apply to agreements with new employers not contributing to the Fund as of 6/1/2010. However, future contracts must incorporate any updates that are adopted after the employer joins the Fund and provide for increases.)
B. It is signed by both the employer and the Union.
C. The contribution rate is not less than 4% or more than 20% (not including rehabilitation plan increases) unless the Board has approved otherwise.*
D. For collective bargaining agreements with the terms in effect (by agreement or operation of law) on October 15, 2009, the effective contribution rate applicable to any period of the agreement is not reduced (by agreement or otherwise) after October 16, 2009.
E. For extensions or successors to CBAs the terms of which were in effect (by agreement or operation of law) on October 15, 2009, the effective contribution rate is not lower than the effective contribution rate in effect on the last day of the expiring CBA (based on the terms of the CBA as they existed on October 15, 2009). Exclusion of one classification of musicians is considered to be reducing the contribution rate under the CBA.
F. For CBAs (and any predecessor of the CBA) first in effect after October 15, 2009 ("Post-2009 CBA") the effective contribution rate of any extension or successor (by agreement or operation of law) to that CBA, applicable to any period, is not reduced below the rate in the first Post-2009 CBA.
G. There is no language contrary to Fund rules (e.g., waiting periods, exclusion of non-union workers, etc.).
H. Contributions are based on scale wages, and scale wages are defined. *
I. The term of the agreement is defined.
J. The term of the agreement does not overlap the term of the expiring agreement without appropriate explanation.
K. The employer has provided the Fund with its address.
L. For CBAs approved during any rehabilitation plan adoption period as described in Internal Revenue Code section 432(f), and without limitation on any other requirement, the CBA does not reduce the level of contributions for any participants, suspend contributions with respect to any period of service or contain any new direct or indirect exclusion of younger or newly hired employees from participation.

2. Employer Collections/Payment History Requirements:

In the case of a renewal, successor or a new CBA, the employer and/or CBA (as applicable) will not be approved if the following requirements are not met:

A. The employer does not have significant (as determined by the Fund) past due pension contributions, unpaid late fees or unpaid other charges**.**
B. No other employer with which any of the owners (or their spouses) are affiliated is known to have significant (as determined by the Fund) past due pension contributions, unpaid late fees or unpaid other charges.
C. Neither the employer nor any other employer with which any of the owners (or their spouses) are affiliated has previously been terminated as a participating employer with the Fund (unless the Board has otherwise approved the employer's re-entry).
D. Starting 8/1/2011, new employers must pay contributions and interest for all engagements covered under the agreement and due as of the date the agreement is approved.

   *This rule does not apply in connection with non-benefit bearing contributions or contributions required to be calculated in accordance with the arbitration award of Burton Turkus.