

TONY N' TINA'S WEDDING AGREEMENT

Agreement made and entered into this 13th day of November, 2009 by and between Local 802, Associated Musicians of Greater New York, (hereinafter called "Union") located at 322 West 48th Street, New York, New York 10036 and Broadway Entertainment, LLC (hereinafter called ("Employer") c/o Kim and Sonny Riccardi, Producers, 569 Lakeview Dr., Coral Springs, Fl. 33071-4047 for the production of the show entitled "Tony N' Tina's Wedding" appearing at, 221 West 46th Street, New York, New York 10036.

It is agreed as follows:

1. RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all musician/employees employed by the Employer, which musician/employees shall constitute the collective bargaining unit covered by the Agreement.

The Union recognizes the Producer/Employer as the employer of all musicians who perform in the show.

2. UNION SECURITY AND DUES CHECK OFF

A. Musician/employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union no later than the thirtieth day following the beginning of employment hereunder; provided, however, that those musicians who are members of the Union as of the effective date of this Agreement shall remain members in good standing of the Union for the duration of the Agreement.

B. The Employer agrees to report to the Union within five (5) days the name, Social Security numbers and first day of employment of any new musician/employees. The Employer agrees further that upon receipt of written authorization from each musician/employee to deduct from such musician/employee's salary the amount of his Local 802 work dues and transmit same each month to Local 802 by no later than the 10th day of the following month.

C. A validation form shall constitute evidence of engagement of a musician, and a copy of the validation form shall be given to the musician and the Union. No musician shall perform unless a copy of the form is in the musician's possession prior to the first rehearsal, except if Local 802 otherwise agrees.

3. WORK WEEK

A. The workweek shall consist of at least one performance per week Monday through Sunday with one day off in each week. Musicians shall be guaranteed one performance pay per week. This guarantee of one performance pay will not apply to four (4) weeks during the calendar year, such weeks to be determined at the Employer's discretion. The Employer will provide one week's notice of such a temporary closing. Each additional performance by a musician over seven within the workweek shall be compensated at the rate of time and one-half of the musician's regular performance rates of pay.

B. All performances played on the seventh consecutive day of the work week as defined in subparagraph (A) above whether or not in excess of seven performances shall be compensated at the rate of time and one-half (1 ½) of the regular performance rate of pay for musicians. Time and one-half (1 ½) premium is to be paid to the musicians actually playing the performance regardless of whether it is the regular musician or a substitute.

C. When the Employer desires to change the show schedule, it shall inform the Theatre Department of Local 802 at the time of ordering tickets for the schedule change.

4. WAGE SCALES

A. Effective May 4, 2008, the minimum weekly wage scale is \$152.38 for one performance. Additional performances shall be on a pro-rata basis of \$152.38 per performance. Note: See section C below for wage increases.

B. The Musical Director/Conductor or Leader shall receive a minimum weekly wage scale of \$171.67 for one performance. Additional performances shall be on a pro-rata basis of \$171.67 per performance.

C. Once the agreement is ratified by the Executive Board, the musicians shall receive a five percent (5%) retroactive payment on all wages back to the effective date of the Agreement which is May 4, 2008. Thereafter the musicians scale wages shall increase by four percent (4%) effective May 4, 2009 and increased another four percent (4%) effective May 4, 2010.

D. Rehearsal and Audition Scales:

1. The minimum wage scale for rehearsal/audition musicians called by the day, shall be \$28.94 per hour for a minimum two (2) hour call, with one-fourth of the above scale for each subsequent half-hour or part thereafter, for rehearsals terminating no later than 7:00 p.m. Rehearsal overtime shall be paid at one-fourth of the above scale for each subsequent half-hour or part thereafter.

2. Orchestra rehearsals terminating no later than 7:00 p.m. shall be paid at \$24.81 per hour with a minimum two - (2) hour call. Rehearsal overtime shall be paid at one-fourth of the above scale for each subsequent half-hour or part thereafter.

3. All musicians or substitutes that play an instrument during any rehearsal must be paid for the rehearsal pursuant to this section.

D. Doubling: No member of an orchestra or stage band shall perform on more than one instrument during a performance or rehearsal unless he/she receives additional compensation as set forth herein.

1. First additional instrument: 12 ½ % above the applicable scale rates.

2. Second and each additional instrument thereafter: 6 ¼ % above the applicable scale rates (for each such instrument).

3. Serving as the Librarian on a production shall be compensated at 12 ½ % above the applicable rates.

4. The Employer shall be responsible for furnishing all keyboard instruments and percussion instruments other than trap drums. If keyboard or percussion instruments are required to be supplied by a

musician, the Employer will either furnish such instruments or pay the musician a negotiated fair rental therefore.

E. Nothing contained in this article shall prevent any individual from negotiating a wage in excess of minimum scale.

5. VACATION

A. The Employer shall pay the sum of four percent (4%) of the weekly gross salary as vacation pay to each musician/employee during the term of this Agreement.

B. Each employee shall have the right to choose the time of his/her vacation. Two weeks written notice must be submitted to the producer prior to taking a vacation of one week or more.

6. HEALTH BENEFITS

A. The Employer agrees to contribute into the Musicians' **Local 802 Health Plan (HP)** an amount consistent with the schedule in Section (D) of this Article on behalf of all its musician/employees in order to provide health benefits for said musicians in accordance with the rules and regulations of the said plan and shall be contributed on behalf of musicians for earned sick days when absent due to illness.

B. The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Health Benefits Plan (HP) Local 802 and the Trustees of the Musicians' Local 802 Health Plan Fund, as amended.

C. Contributions shall be in accordance with the following schedule of dates and amounts, and mailed to Local 802 AFM at 322 West 48th Street, New York, NY 10036 along with the names of covered musician/employees.

D. Effective November 13, 2009, the contribution shall be \$29.00 per performance or rehearsal and capped at \$70.00 per musician/employee per week. Effective November 13, 2010, the contribution shall be \$35.00 per performance and capped at \$80.00 per musician/employee per week.

7. SICK LEAVE

A. Paid time off for sick days shall be accumulated at the rate of one performance for every 48 performances worked by the musician. Unused sick days may be accumulated by the musician for use in successive years of this contract up to a maximum of three (3) sick days in the musician's sick bank at any time. Unused sick days will not be paid out to the musician upon his or her separation from employment.

B. The musician shall be responsible for notifying the employer of any illness requiring him/her to be absent from work. The Union will use its best efforts to ensure that the musician obtains a substitute for each performance missed because of his or her illness and that the performance is staffed to cover any such absences from work.

8. PENSION

A. The Employer agrees to contribute an amount equivalent to nine percent (9%) and increased to ten percent (10%) effective May 4, 2010 of each musician/employee's wages as defined in Article 4 and Article 5 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

B. All contributions to the Fund shall be made by check payable to **AFM-EPF** (American Federation of Musicians and Employers' Pension Fund.) All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the 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.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

9. WITHHOLDINGS

All musician/employees are to be considered as employees for the purposes of Social Security, unemployment insurance, workers' compensation and all other withholding and insurance benefits under current law.

10. NOTICE OF CLOSING

Musician/employees shall receive one- week (7 days) notice of closing or layoff. The Union shall receive written notice of closing or layoff. If a production has a temporary layoff due to poor business, musician/employees shall be guaranteed at least two weeks employment upon reopening. This article does not apply to the temporary closings for the four weeks per calendar year as set forth in Article 4 of this Agreement.

11. IDENTITY WITH PRODUCT

All musician/employees are hired for the run of the show. In the event a musician leaves the show or is justifiably dismissed; another musician playing the same instruments(s) who will also have run of the show will fill his/her position. In the event of a cast album, taping for radio or television broadcast, or radio/television commercials, the members of the current orchestra shall be offered employment provided that their instruments are utilized in any such activity. All recordings, tapings or other electronic media uses shall be paid for at the appropriate Local 802 or AFM scales for such uses. In the event that the show moves to another theater or to Broadway, the regular members of the orchestra last engaged, shall be offered employment if their instruments are utilized in the new production.

12. SUBSTITUTION

Musician/employees may substitute another musician acceptable to the Employer from a pool of up to five (5) substitutes, which shall be maintained by the musician/employee. From the beginning of the Agreement through December 31, 2003, the musicians shall be allowed to substitute on an as needed basis. Thereafter, substitution shall not exceed 50% of performances within each period of 13 weeks (26 consecutive performances) unless a musician who is replaced by a substitute is ill, on vacation or on leave of absence.

13. NO DISCRIMINATION

Discrimination against any musician/employee because of race, religion, sex, ethnic background, political affiliation, age, affectional preference or union activity is prohibited under this Agreement.

14. DISMISSAL

The Employer shall have the right to dismiss musician employees for just cause. Any dispute over dismissal shall be subject to the grievance procedure provided in Article 15 herein.

15. GRIEVANCE AND ARBITRATION PROCEDURE

All disputes involving a claim of violation of this Contract (hereinafter referred to as a "grievance") shall be resolved in the following manner:

A. Such grievance shall be discussed by the Union and the Employer.

B. In the event that the grievance is not resolved within 30 days after it has first been presented, either the Employer or the Union may submit the matter to arbitration before a mutually agreeable third party. In the event the Employer and Union are unable to agree upon a third party, the demand for arbitration shall be submitted to the American Arbitration Association in New York City and conducted pursuant to the Voluntary Labor Arbitration rules of the Association.

C. The decision of the arbitrator shall be final and binding upon the parties and their members. In the event of a dismissal or other disciplinary action which causes a musician to lose wages or his/her chair, the arbitrator shall award full back wages and reinstatement if it is determined that such disciplinary action was not justified by either just cause or artistic reasons. The cost of any arbitration shall be borne equally by the parties.

D. In the event of a dismissal for artistic reasons the musician employee shall continue in his/her chair unless the dispute is settled in favor of the Employer.

16. UNION BUSINESS REPRESENTATIVE

Union Business Representatives shall be permitted to visit the theatre to monitor contract enforcement provided, however, that they shall not interfere in any way with a performance or rehearsal, and provided further that Union Representatives shall be neatly attired and shall observe the civilities and decorum of the occasion.

17. NO STRIKES - NO LOCKOUTS

The Union agrees not to conduct, cause or permit any strike or picketing against the Employer, during the term of this Agreement, except for failure to pay wages when due or Health Benefits and Pension contributions within ten (10) days after such health benefits and pension contributions become due. The Union agrees to give a written notice of a strike seven days in advance if such an event occurs. The Employer agrees not to lock out musician employees during the term of this Agreement.

18. UNION CONSTITUTION AND BYLAWS

The Constitution, Bylaws, rules and regulations of Local 802 and the American Federation of Musicians are hereby incorporated and made a part of this Agreement as if specifically set forth herein but only to the extent that such Constitution, Bylaws, rules and regulations are not contrary to or in violation of any provisions of this Agreement or law.

19. LOCKER ROOMS

Employer shall make best efforts to provide and maintain in a safe and sanitary condition a secure locker room or dressing room and storage for instruments.

20. INVESTORS

The Employer will not engage any musician as an instrumentalist, conductor, leader, contractor, and/or personnel manager, arranger, copyist or librarian, if such musician invests in the production. The Employer further agrees that it will not permit any such investment through or under the name of a corporation or other business entity and/or agent, nominee or member of the family of any musician employed hereunder.

21. POSTING BOND

Employer shall post with the Union a bond or a letter of credit equal to one week's wages, pension and health benefits for the orchestra within one (1) week of the effective date of this contract.

22. MINIMUMS

There shall be no required minimum number of musician/employees for any production. However, once a show begins orchestra rehearsals, the instrumentation may not be reduced. There shall be no use whatsoever of any virtual orchestra machine.

23. MUSIC PREPARATION

Hereafter, all orchestration, copying and other music preparation services for the show shall be compensated paid for according to the scales of the Local 802 General Price List for music preparation. All music so prepared shall not be used for any recorded or electronic medium without payment of the appropriate AFM or Local 802 scales for such uses.

24. SUCCESSORS AND ASSIGNS

In the event the Employer sells transfers or assigns his/her business prior to the termination of this Agreement, this Agreement shall be applicable and binding upon the Employer's transferees, successors and assigns and both the Employer and any transferees, successors and assigns. No such assignment or transfer shall be made unless the assignee accepts this agreement in full.

25. SEPARABILITY

In the event that one or more clauses or terms of this Agreement are found to be in violation of the law, all remaining clauses and terms shall remain in full force and effect.

26. ACKNOWLEDGMENT OF THE UNION

A. The Employer agrees to insert the following line into the program: "The Musicians employed in this production are members of the Associated Musicians of Greater New York, Local 802 of the American Federation of Musicians" and to include the logo of Local 802 when possible.

B. The names of the regular orchestra members will be included in the Playbill listing in a type no smaller than that afforded the understudies' listing or immediately preceding the "Who's Who in the Cast."

27. DURATION

The duration of this Agreement shall be November 13, 2009 through May 3, 2011. If, during the term of the Agreement, the production moves to a facility larger than a 225-seat capacity this Agreement shall be renegotiated. The Employer agrees to notify the Union prior to said change.

Sixty days prior to the termination date of this Agreement either party may contact the other for the purpose of negotiating a new agreement.

28. RATIFICATION

Once this Agreement is fully executed it will be subject to the ratification of the Local 802 Executive Board and the orchestra. The Employer will be notified of said ratification.

For Local 802, AFM:

For the Employer:

Mary Landolfi, President

Broadway Entertainment, L.L.C.

Date: _____

Date: _____

