



**NYMF SHOWCASE AGREEMENT 2017-20**

This agreement is entered into this \_\_\_\_ day of March 31, 2017, by and between Associated Musicians of Greater New York, Local 802 AFM (Union) located at 322 West 48th Street, New York, NY 10036 and, The New York Musical Festival (Employer), located at \_\_\_\_\_.

**I. OBLIGATIONS**

Shows being performed at The New York Musical Festival (NYMF) shall provide the following to the Union no later than the first day of rehearsal:

- A. The Festival Production Signatory Page, due the second Monday of May.
- B. The Showcase Festival validation of Engagement, due by the first day of rehearsal.
- C. A copy of the production program prior to the first performance or as soon as possible.

**II. WORK SCHEDULE**

- A. There shall be a break of five (5) minutes each fifty-five (55) minutes or ten (10) minutes after each eighty - (80) minutes for each musician.
- B. Orchestra rehearsals shall be no longer than six (6) hours on any one day, except during the final week of rehearsal when the director may schedule three eight (8)- hour days, OR two ten (10) hour days.
- C. Musicians shall not rehearse more than five (5) consecutive hours without a break of at least one (1) hour.
- D. There shall be at least a twelve (12) hour rest period between the end of rehearsals or performance on one day and the beginning of rehearsals or performance on the next day.
- E. There shall be one full day off after six days of rehearsal and/ or performance.

**III. COMPENSATION**

**A. FULL PRODUCTIONS**

- 1. The minimum payment includes a maximum of 14 hours and 5 performances. For rehearsals over 14 hours, and additional performances, the musician shall compensated as follows:

Year	Percent increase	Minimum Payment	Rehearsals over 14 hours	Additional Performance Rate
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April 2017		\$646.85	\$17.15	\$81.32
May 1, 2017- April 30, 2018	3%	\$666.25	\$17.66	\$83.75
May 1, 2018- April 30, 2019	3%	\$686.24	\$18.19	\$86.27
May 1, 2019- April 30, 2020	3%	\$706.83	\$18.74	\$88.86

2. 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. First additional instrument: 12 1/2% above the applicable rates. Second and each additional instrument thereafter: 6 1/4% above the applicable rates.
3. The Music Director shall receive 200% of minimum payment of pay.
4. Nothing contained in this article shall prevent any individual from negotiating a payment in excess of minimum scale.

**B. CONCERTS AND SPECIAL EVENTS**

1. For concerts and special events inclusive of up to ten (10) hours of rehearsal and up to two (2) performances, musicians shall be paid as follows:

Year	Percent increase	Minimum Payment	Rehearsals over 10 hours	Additional Performance Rate per hour
April 2017		\$395.	\$24.69	\$24.69
May 1, 2017- April 30, 2018	3%	\$406.85	\$25.43	\$25.43
May 1, 2018- April 30, 2019	3%	\$419.05	\$26.20	\$26.20
May 1, 2019- April 30, 2020	3%	\$431.63	\$26.98	\$26.98

2. MD or conductor of these concerts shall receive a premium of 50%
3. All other terms and conditions of the Agreement covering full productions shall apply to musicians working on Concerts & Special Events, with the exceptions of Articles VII and XIII.

**C. READINGS**

1. Musician/ employees shall be paid for a six (6) day, 29 hour reading that shall not exceed twelve (12) days as follows:

Year	Percent increase	Minimum Payment
April 2017		\$300.
May 1, 2017- April 30, 2018	3%	\$309.
May 1, 2018- April 30, 2019	3%	\$318.27
May 1, 2019- April 30, 2020	3%	\$327.82

2. Overtime after eight (8) hours in a day shall be paid 1.5x the prorated hourly rate.
3. MD or conductor of these concerts shall receive a premium of 25%



4. All other terms and conditions of the Agreement covering full productions shall apply to musicians working on Concerts & Special Events, with the exceptions of Articles VII and XIII.

#### IV. WORKING CONDITIONS

- A. Provide a safe and comfortable workplace for the musicians.
- B. Use their best efforts to maintain the temperature in the workplace at 65-75 degrees Fahrenheit.
- C. Provide adequate equipment, supplies, and seating.
- D. Provide adequate lighting for each musician at all times.
- E. Instruments provided by the participants shall be tuned and properly maintained.
- F. Provide a sanitary area, rest rooms, and secure area for instruments.

#### V. NOTICE OF CLOSING/CANCELLATIONS

- A. The first rehearsal or performance may be delayed without penalty with twenty-four hours notice.
- B. Cancellation of rehearsals or performances shall be paid as scheduled.

#### VI. SUBSTITUTION

In the event that a musician has a conflict with a rehearsal or performance date, the musician shall inform the conductor as soon as possible and assist in finding a suitable replacement for that rehearsal or performance.

#### VII. RIGHTS TO FUTURE PRODUCTIONS

In the event of any future productions (within 12 months of the showcase) in Local 802's jurisdiction, the musicians last engaged shall be offered employment if their instruments or position are utilized in the production. In lieu of an employment offer the Producer/Employer may pay to the musician the equivalent of two weeks rate of pay, plus benefits of the new production.

#### VIII. 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.

#### IX. RECORDING



No part of any production shall be recorded, reproduced or transmitted in any manner whatsoever from the place of performance or any other location unless there is a specific written agreement with Local 802 or the American Federation of Musicians (AFM) relating to and permitting such recording, reproduction or transmission, except for the following (B-Roll footage) uses:

- A. Press Reels: The Showcase may use clips of up to a total of three (3) minutes of performance and/or rehearsal footage (of which no continuous sequence shall exceed thirty (30) seconds) for each production included on the Press Reel.
- B. New and Current Affairs Programs: The Showcase/Producer may use clips for up to three (3) minutes in total time on each show so long as the film or tape does not contain an entire number.
- C. Entertainment Talk Shows: The Showcase may use clips for up to three (3) minutes as part of an interview so long as the film or tape does not contain an entire number.
- D. Advertising: The Showcase shall be permitted to cut (or lift) one (1) commercial from B-roll footage.

#### X. ACKNOWLEDGEMENT 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."
- C. The Employer agrees that if the cast is introduced, the musicians will also be acknowledged and when possible, the conductor individually.

#### XI. NON-DISCRIMINATION

Discrimination against any musician/ employee because of race, religion, gender, sex, ethnic background, political affiliation, age, sexual orientation, marital status, disability, union activity or any other factor protected by New York City, New York State or federal law is prohibited under this Agreement.

#### XII. MINIMUMS

There shall be no required minimum number of musicians for the Showcase production. However, Local 802 shall have the sole right to determine whether an individual is correctly classified as a musician. If there is a decision to be made between musicians who may also be an



actor or vice versa, the unions shall work this out amongst themselves. There shall be no use whatsoever of any virtual orchestra machine.

XIII. OTHER PRODUCTIONS

In the event the Producer of a NYMF production or its successor, mounts another commercial production of this show within the Union's jurisdiction, the Producer shall contact Local 802 AFM.

XIV. DURATION

The duration of this Agreement shall be May 1, 2017 through April 30, 2020 except for Article XV RIGHTS TO OTHER PRODUCTIONS which shall remain in effect for twelve (12) months following the end of this showcase. Sixty (60) days prior to the termination date of *this* Agreement either party may contact the other for the purpose of negotiating a new agreement.

XV. RATIFICATION

This agreement is subject to approval by the Local 802 Executive Board. The Employer will be notified of said approval.

XVI. RIGHTS RESERVED

Local 802 AFM reserves the rights to re-evaluate, amend and modify these Rules and Regulations as it may deem appropriate.

XVII. RATIFICATION

This agreement is subject to approval by the Local 802 Executive Board. The Employer will be notified of said approval.

FOR LOCAL 802:

FOR EMPLOYER:

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\_\_\_\_\_

Augustino Gagliardi

Name: \_\_\_\_\_

President, Local 802 AFM

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_