

SHOWCASE CODE 2011-12

I. OBLIGATIONS

The Producer shall provide the following to the Union:

- A. The Producer shall complete and sign a copy of this showcase code rule book and send it to the Union.
- B. The Producer(s) shall send to the Union a list of the musicians and the instrumentation prior to the first rehearsal of musicians.
- C. The Producer(s) shall send to the Union a copy of the production program prior to the first performance or as soon as possible.
- D. The Producer shall use the contact information provided on the inside back cover of this booklet for sending in signed copies of the code, making payments and for additional information.

II. ACKNOWLEDGEMENT OF THE UNION

- A. The names of the regular orchestra members shall be included in the producer's program listings and a double asterisk (**) must be placed next to the name of each Local 802 AFM member involved in the production with the following program note: "These Musicians appear courtesy of the Associated Musicians of Greater New York, Local 802 AFM."

- B. Each program must include a biography of each Local 802 AFM member, who shall have responsibility for and final approval of all biographical material contained therein.
- C. The program must contain the Local 802 AFM logo, to be supplied by Local 802 AFM.
- D. The Producer(s) agrees that if the cast is introduced, the musicians will also be acknowledged and when possible, the conductor individually.

III. COMPENSATION

Musicians (which shall include all playing musicians, Musical Directors, orchestrators and arrangers) shall be compensated as follows, which shall be considered the minimum compensation:

- A. If the actors in a given production are provided compensation for their work with wages, health benefits and or pension, the musicians in that production shall receive no less than said actors. If health plan or pension plan contributions **ARE NOT TO BE PAID** the Producer shall write **NA** in the following blank underlined spaces meaning “not applicable.” If health plan or pension plan contributions are to be paid, the Producer shall put their initial in the following blank underlined spaces, meaning that they have agreed to the terms. And they shall carry out the following Plan requirements:

Contact Information:

Local 802, AFM
Theatre Department
322 West 48th Street
New York, NY 10036

(212)245-4802
Website: local802afm.org

The Producer(s) for the showcase entitled

_____ appearing at:
_____ (venue) shall

abide by these *Theatrical Showcase Rules & Regulations* for the duration of the showcase and until all obligations to the musicians are met.

SIGNATURE OF PRODUCER(S)/EMPLOYER(S)

Producer/EMPLOYER

Address

Local 802 Union Representative

Send to: Local 802 AFM, 322 West 48th Street, NY, NY 10036,
Attn: Theatre Department

Note: Local 802 AFM is committed to live music in musical theatre and for that reason supports Showcase productions. If any Showcase replaces or displaces musicians Local 802 reserves the right to withdraw its support from any individual production...

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HEALTH

The Employer agrees _____ to contribute into the Musicians' **Local 802 Health Fund (HF)** an amount which shall be no less than the amount of the Actors Equity health fund on behalf of all its musician/employees in order to provide health benefits for said musician/employees in accordance with the rules and regulations of the said plan.

The Employer agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Local 802 Musicians **Health Fund**, as it may be amended from time to time, which is incorporated by reference into and made a part of this Agreement.

Contributions shall be made payable to **Local 802, HF** and mailed to Local 802 AFM at 322 West 48th Street, New York, NY 10036 along with the names of covered musician/employees no later than one week (7 days) after the final performance.

PENSION

This is in compliance with the Pension Rehabilitation Plan.

The Employer agrees _____ to contribute a percentage amount equal to the contribution being made to the Actor's pension fund which shall be a percentage of each musician/employee's wages as defined in Article III A. of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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

- A. All contributions to the Fund shall be made by check payable to: **AFM-EPF (the American Federation of Musicians and Employers' Pension Fund)**. All such checks shall be accompanied by a remittance form identifying each musician 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 one week (7 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. Pension contributions include the 9% surcharge. **For example**, if pension is listed as 10.9%, this would mean that the base pension is 10% and the 0.9% is the surcharge.
- B. If the actors are compensated in a given production with transportation, meals and/or per diem, the musicians in that production shall receive no less than said actors.
- C. The Producer shall reimburse musicians for expenses incurred in connection with the production.

XIII. 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.

XIV. OTHER PRODUCTIONS

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

XV. RIGHTS RESERVED

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

production. In lieu of an employment offer the Producer/Employer may pay to the musician the equivalent of two weeks salary, plus benefits of the new production.

X. NON-DISCRIMINATION

Discrimination against any musician/employee because of race, religion, gender, 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.

XI. RULES AND REGULATIONS VIOLATIONS

- A. Neither the Producer(s) nor the Musician(s) have any right to waive any of the minimum conditions set forth in this Rules and Regulations book without the express consent of Local 802 AFM.
- B. The Union and the Employer shall meet to resolve any violation within 5 days of the incident.
- C. Absent a resolution, serious violations may result in Local 802 AFM placing the Producer on a list of defaulting producers.

XII. UNION BUSINESS REPRESENTATIVE

Union Business Representatives shall be permitted to visit the work place without in any way disrupting performances or rehearsals.

- D. Musicians may negotiate a fair rental of their instruments and additional compensation with the Showcase Producers.

IV. WORKING CONDITIONS

The Producers shall:

- 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 workplace, rest rooms and secure area for instruments.

V. 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.

VI. 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 6 hours, except during the final week of rehearsal when the director may schedule three eight-hour days.
- C. Musicians shall not rehearse more than five consecutive hours without a break of at least one-hour.
- D. There shall be at least a twelve 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.

VII. NOTICE OF CLOSING/CANCELLATIONS

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

VIII. 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 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 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.

IX. RIGHTS TO FUTURE PRODUCTIONS

In the event of any future productions (within 18 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 new

ASSOCIATED MUSICIANS OF GREATER NEW YORK



THEATRICAL SHOWCASE

RULES & REGULATIONS

322 WEST 48TH STREET • NEW YORK, NY 10036
(212) 245-4802
