

THE BROADWAY LEAGUE INC. AND
DISNEY THEATRICAL PRODUCTIONS

AND

ASSOCIATED MUSICIANS OF GREATER NEW YORK
LOCAL 802, AFM, AFL-CIO

Memorandum of Agreement
2016-2019

This Memorandum of Agreement is made as of this 11th day of May, 2016 by and among The Broadway League Inc. (“League”) and Buena Vista Theatrical Group, Ltd. D/B/A Disney Theatrical Productions (collectively, The “Coordinated Bargaining Partners”) and Associated Musicians of Greater New York Local 802, AFM, AFL-CIO (“Local 802” or “Union”). The Coordinated Bargaining Partners and the Union are parties to a collective bargaining agreement (the “Agreement”) which expired on March 6, 2016. The parties have met and bargained for the purpose of modifying and extending that Agreement, and have reached agreement on the changes set forth below, which shall be effective March 7, 2016 unless otherwise noted. In all other respects, the Agreement shall continue unchanged.

1. Term - Three (3) years effective March 7, 2016 to March 3, 2019.

2. Wages –

a. All musician wage scales shall be increased as set forth below and as reflected in the attached Exhibit A:

<u>Effective Date</u>	<u>Percentage Increase</u>
March 7, 2016	3%
March 6, 2017	3%
March 5, 2018	3%

b. The minimum rates for employees under Schedules B and C of the Agreement, both page and hourly rates, shall be increased as and as reflected in the attached Exhibit A:

<u>Effective Date</u>	<u>Percentage Increase</u>
March 7, 2016	1%
March 6, 2017	1%
March 5, 2018	2%

c. Wage scale increases shall be retroactive to March 7, 2016 for all productions running as of May 11, 2016.

3. Replace Article II, Section F with the following:

“Effective after eight (8) services, no musician may be dismissed without just cause, except that, with respect to musicians hired for the cast rehearsal period: (i) no such musician may be dismissed during that period without just cause after the second day of work and, (ii) once full orchestra rehearsals begin, in order to evaluate the ability of such musicians to work with the orchestra, no such musician may be dismissed without just cause after the first five (5) services. The parties further agree that those musicians hired for the full orchestra who were also engaged for two or fewer days during the cast rehearsal process shall be credited for those one or two services, as applicable, when calculating the eight (8) services hereunder. The Employer/Producer shall have the right to request extensions of the periods set forth above in this provision, which the Union shall not unreasonably deny. For purposes of this provision, seating calls and sound check calls shall not be deemed “services”.”

4. Revise Article III, Section E to provide that for musicians taken out-of-town for the full period to break-in a musical, the following shall apply to any payments due under this provision: if the musical has a confirmed Broadway theater for its New York City engagement as of the conclusion of the break-in period and such payments shall not exceed up to four (4) weeks’ wages at the minimum scale (without doubles or other premiums) for a side musician, up to four (4) weeks’ of pension contributions at the rate of 8% plus the applicable 0.72% surcharge under the PPA Supplemental Agreement and up to sixteen (16) weeks of health contributions.

5. Add to Article IV(1)(A) – Rehearsal Conditions the following new provisions as paragraphs (2) – (4) with the remaining paragraphs in that Article revised accordingly:

“(2) Rehearsals may be cancelled upon 24 hours’ notice without penalty for up to eight (8) rehearsals prior to official opening.

(3) In the case of a force majeure event (defined as fire, riot, labor disputes, act of God or the public enemy, and accidents of comparable magnitude), rehearsals may be cancelled by the show without penalty if notice is given to the Union and the musicians as soon as practicable following the occurrence of the force majeure event.

(4) In the case of an illness/injury of the star or the principal or featured performer, a put-in rehearsal may be cancelled by the show provided the Union and the musicians receive notice within four (4) hours following the determination that such individual has taken ill or been injured.”

6. Add a new provision to Article VIII - Workweek as follows:

“(1) In the event a performance is cancelled due to weather or other state of emergency declared by civil authorities, and if the Union and musicians are notified of the cancellation at least four (4) hours before what would have been the scheduled start time for the affected performance, a production may revise its performance schedule to reschedule the missed performance on any day in the same week or in the subsequent two-weeks without paying the musicians scheduled to play such cancelled performance

so long as (i) the rescheduled show is at least twenty-four (24) hours from the date of cancellation and (ii) the musicians who play the rescheduled show receive the current contractual premiums due, if any, for the re-scheduled show.

(2) If the rescheduled performance is within 48 hours of the cancelled performance, then the following terms shall apply: (i) limitations on first-time substitutes in Article VIII, Section K(5)(a) will be suspended for the rescheduled performance and (ii) a musician that uses reasonably diligent efforts to find a substitute for the rescheduled performance shall not be subject to discipline in the event they are unable to find a substitute for the rescheduled performance.”

7. Add a new provision to Article VIII - Workweek as follows:

“Prior to and including the official opening and only for up to eight (8) performances, there can be a grace period of ten (10) minutes before any applicable overtime is due and payable to the musicians for the performance call.”

8. Modify Article IX, Section (E) as follows: “A ~~\$75.00~~ \$100.00 per week premium shall be paid to the first chair trumpet player of the orchestra.”

9. Add to Article XV, Section C a new paragraph 5 as follows: “The parties agree to waive the provisions of the New York City Earned Sick Time Act.”

10. Health and Safety – Modify Article XIII(I)(2)(a) as follows:

“(a) The Employer/Producer agrees to notify the Union, in writing, if smoke, fog, haze, CO₂ and/or pyrotechnics are scheduled to be used. Such notification shall be given, in writing, as soon as the Employer/Producer makes the decision to use these materials. In addition, the Employer/Producer will notify the Union in writing when the manner in which the effects are anticipated to be used in performances is established. Thereafter, the Employer/Producer will notify the Union in writing in the event that the effects are substantially modified in a way that would be reasonably anticipated to adversely affect the musicians based on where the musicians will be located in the theater during performances. If In the event the Union requests a meeting it will be scheduled within a reasonable time to discuss these issues, the parties shall meet as expeditiously as possible but no later than the one week following first paid public performance. The meeting shall include representative(s) of Local 802, representative(s) of the Employer/Producer, and representatives(s) of the League or DTP (as applicable). At this meeting, the parties will discuss any planned special effects such as smoke, fog, haze, CO₂ and/or pyrotechnics and/or any other health and safety problem that either party feels might arise in the production.

The Employer/Producer agrees that as soon as technical decisions regarding sound are made and before the orchestra pit for a new production has been set up, there shall be a meeting that includes representative(s) of Local 802, representative(s) of the Employer/Producer, and representative(s) of the League or DTP (as applicable). The Music Director/Conductor, Sound Designer, and musicians may participate at the request of either party. At such meeting the parties will discuss any changes made or

contemplated in the size and shape of the pit, sound design and related issues of amplification and potential problems with space and/or sound levels. At this meeting the parties shall attempt to forestall problems from occurring. The Union and Employer/Producer may jointly agree to engage consultants to advise them with the cost thereof shared equally by the Employer/Producer and Local 802. If the matter remains unresolved ~~forty-five (45)~~ twenty-one (21) days after official opening, the parties shall, upon the written request of the Union, invoke the procedure outlined below.”

11. Joint Labor Management Committee – Modify Article XIV(A)(4) as follows:

“A joint committee shall be appointed by the parties to ~~explore the effect of the use of electronic musical set ups in the theatre~~ meet quarterly in order to:

- (a) explore electronic music technologies as they relate to live music on Broadway;
- (b) explore the effects of electronic music technologies on the long-term success of the Broadway musical; and
- (c) address any other related concerns pertaining to live music.

The joint committee may make recommendations to the parties which the parties may implement if they jointly deem it appropriate to do so.”

12. Modify Article XXVI, Section G as follows:

When a musician is employed for group sales or industry promotion, the musician shall be paid ~~\$110~~ \$115 (\$118 effective March 6, 2017; \$120 effective March 5, 2018) for such event for a minimum of two hours, plus a pension contribution of 10%. Overtime shall be paid in one-half hour segments at pro rata the hourly rate.

13. Modify Article V, Section F as follows:

“In the event that the Employer/Producer believes that there are demonstrable reasons for a musical production (including a revival) to be presented with an orchestra composed of fewer musicians than the minimum required for the theatre in which the production is to be presented, the Employer/Producer shall so advise the Union in writing ~~as soon as possible but in no event later than the date upon which the Orchestrator’s contract for the Broadway production is filed with the Union.~~ The production invoking special situations shall endeavor to do so as expeditiously as possible after such time as the production confirms it is opening on Broadway, has identified the theater in which it is to play and that it will need to make such application.

14. Modify Paragraph 2 of the Special Situations Procedures attached to the collective bargaining agreement as Exhibit A, as follows:

“2. Application

Notwithstanding anything to the contrary elsewhere in the Agreement, Aa production may invoke Article V Section ~~GF~~ by filing a written application (the “Application”)

with Local 802 (and the League for League productions) stating:

- a. The name of the production;
- b. The theater in which the production is expected to play; ~~and~~
- c. The anticipated instrumentation; ~~and~~
- d. The criteria upon which the Application is based.

The production invoking special situations shall endeavor to do so as expeditiously as possible after such time as the production confirms it is opening on Broadway, has identified the theater in which it is to play and that it will need to make such application. The League, Disney and Local 802 recognize the mutual goal of the completion of the procedure described herein before the first orchestra rehearsal as soon as possible.”

15. The Coordinated Bargaining Partners agree that they will not jointly or separately file a Unit Clarification Petition with the National Labor Relations Board with respect to Copyists and/or Orchestrators and Arrangers before the expiration of the term of the Collective Bargaining Agreement that immediately follows the expiration of this Agreement (i.e., not before the expiration of the term of the Collective Bargaining Agreement that commences as of March 4, 2019).

This Agreement is subject to the approval of the Local 802 Executive Board and ratification by the Local 802 members in the bargaining unit.

It is AGREED, as of May 11, 2016, by and among:


THE BROADWAY LEAGUE


Signature

Jason R Laks
Name

8/15/16
Date

ASSOCIATED MUSICIANS OF
GREATER NEW YORK, LOCAL 802,
AFM, AFL-CIO


Signature

Augustino GAGLIARDI
Name

8/8/16
Date

DISNEY THEATRICAL PRODUCTIONS


Signature

Scott R. Kardel
Name

8/22/16
Date

EXHIBIT A
RATE SHEET

3% 3% 3%

Page #	Article, Section, Schedule, etc. in Expired CBA	PERFORMANCE SALARY	Expired Rates	03/07/16-03/05/17	03/06/17-03/04/18	03/05/18-03/03/19
3	III Wage Scales, A. (1)	Side Musician	\$1,725.75	\$1,777.52	\$1,830.85	\$1,885.77
4	III Wage Scales, A. (4) - Out of Town Break-In	Out of Town Break-In - One performance on one day	\$354.32	\$364.95	\$375.90	\$387.18
4	III Wage Scales, A. (4) - Out of Town Break-In	Out of Town Break-In - Two performances on one day	\$587.96	\$605.60	\$623.77	\$642.48
REHEARSAL RATES						
Conditions Before and After Official Opening						
7	IV Rehearsal conditions, A. (6)- Picture Calls	Picture Calls 11:00 pm and after	\$184.84	\$190.39	\$196.10	\$201.98
7	IV Rehearsal conditions, A. (6)- Picture Calls OT	Overtime	\$34.65	\$35.69	\$36.76	\$37.86
Before Official Opening						
7	IV Rehearsal conditions, 1. B. (1)	Terminated not later than 6:30 pm	\$97.81	\$100.74	\$103.77	\$106.88
7	IV Rehearsal conditions, 1. B. (2)	Overtime ending by 6:30 pm	\$19.56	\$20.15	\$20.75	\$21.37
7	IV Rehearsal conditions, 1. B. (3)	One hour rehearsal before evening performance	\$58.68	\$60.44	\$62.25	\$64.12
8	IV Rehearsal conditions, 1. B. (4)	One hour rehearsal on a two performance day	\$70.77	\$72.89	\$75.08	\$77.33
8	IV Rehearsal conditions, 1. B. (5)	One hour rehearsal after an evening performance	\$68.46	\$70.51	\$72.63	\$74.81
After Official Opening						
8	IV Rehearsal conditions, 1. C. (1)	Terminating not later than 6:30 pm	\$162.52	\$167.40	\$172.42	\$177.59
8	IV Rehearsal conditions, 1. C. (2)	Overtime ending by 6:30 pm	\$32.52	\$33.50	\$34.50	\$35.54
8	IV Rehearsal conditions, 1. C. (3)	One hour rehearsal before evening performance	\$73.37	\$75.57	\$77.84	\$80.17
8	IV Rehearsal conditions, 1. C. (4)	One hour rehearsal on a two performance day	\$88.41	\$91.06	\$93.79	\$96.61
8	IV Rehearsal conditions, 1. C. (5)	One hour rehearsal after an evening performance	\$68.46	\$70.51	\$72.63	\$74.81
REHEARSAL RATES						
Rehearsal and Audition Musicians						
9	IV Rehearsal conditions, 2. A. (1)	Weekly salary for rehearsal musicians for all shows preparatory to opening	\$1,804.12	\$1,858.24	\$1,913.99	\$1,971.41
9	IV Rehearsal conditions, 2. A. (2)	Overtime after eight hours in any day or after forty hours prior to midnight, per each 15 minutes or part thereof	\$16.91	\$17.42	\$17.94	\$18.48
9	IV Rehearsal conditions, 2. A. (3)	Overtime after midnight	\$22.54	\$23.22	\$23.91	\$24.63

Day Rates

9	IV Rehearsal conditions, 2. D. (3) - Day Rates	Rehearsal Musicians employed by the day	\$139.82	\$144.01	\$148.34	\$152.79
9	IV Rehearsal conditions, 2. D. - OT beyond 8 hours in a day	Overtime beyond 8 hours in a day, per each 1/2 hour 52.43	\$52.43	\$54.01	\$55.63	\$57.29
9	IV Rehearsal conditions, 2. D. (3) - OT after midnight	Overtime after midnight	\$69.91	\$72.01	\$74.17	\$76.39

1% 1% 2%

Page # Article, Section, Schedule, etc. in Expired CBA

MUSIC PREPARATION

Expired Rates

03/07/16-03/05/17

03/06/17-03/04/18

03/05/18-03/03/19

Orchestrators and Arrangers: Section II Rules for Orchestration

50	Schedule B, Section II, Orchestration Wage Rates, (1)	10 lines or fewer	\$34.17	\$34.51	\$34.86	\$35.55
50	Schedule B, Section II, Orchestration Wage Rates, (2)	Each additional line beyond 10	\$1.86	\$1.88	\$1.90	\$1.94
50	Schedule B, Section II, Orchestration Wage Rates, (3)	Preparing a sketch for an orchestration	\$17.09	\$17.26	\$17.43	\$17.78
51	Schedule B, Section II, Orchestration Wage Rates, (4)	Adding parts to an existing score, per score page, per line	\$1.86	\$1.88	\$1.90	\$1.94
51	Schedule B, Section II, Orchestration Wage Rates, (6)(a) - 1st pg (up to 32 measures)	Transcribing a melody from voice, instrument, or mechanical device	\$111.08	\$112.19	\$113.31	\$115.58
51	Schedule B, Section II, Orchestration Wage Rates, (6)(a) - Each addt.pg (up to 32 measures)	Transcribing each additional page	\$66.65	\$67.32	\$67.99	\$69.35
51	Schedule B, Section II, Orchestration Wage Rates, (6)(b)	Transcribing lead lines from a mechanical device	\$9.84	\$9.94	\$10.04	\$10.24

Rates for Copying Page Rates

54	Schedule C, C. Rates for Copying, (1) Page rates, (a)	Single-line parts	\$16.10	\$16.26	\$16.42	\$16.75
54	Schedule C, C. Rates for Copying, (1) Page rates, (b)	Double-line parts	\$32.20	\$32.52	\$32.85	\$33.50
54	Schedule C, C. Rates for Copying, (1) Page rates, (c)	Piano- vocal	\$38.81	\$39.20	\$39.59	\$40.38

Page #	Schedule C, C. Rates for Copying, (1) Page rates, (d)	Piano-conductor	\$43.99	\$44.43	\$44.87	\$45.77
Hourly Rates						
54	Schedule C, C. Rates for Copying, (1) hourly rates, (a)	Library Rate	\$38.81	\$39.20	\$39.59	\$40.38
54	Schedule C, C. Rates for Copying, (1) hourly rates, (b)	Copying-Editing Rate	\$58.08	\$58.66	\$59.25	\$60.43
Page #	Article, Section, Schedule, etc. in Expired CBA	SCHEDULE A RATES	Expired Rates	03/07/16-03/05/17	03/06/17-03/04/18	03/05/18-03/03/19
40	Schedule A - On Stage	On Stage Premium	\$83.89	\$86.41	\$89.00	\$91.67
40	Schedule A - In Costume	In Costume Premium	\$55.94	\$57.62	\$59.35	\$61.13
40	Schedule A - Choreography	Choreography	\$55.94	\$57.62	\$59.35	\$61.13
40	Schedule A - Body Paint	Body Paint	\$81.10	\$83.53	\$86.04	\$88.62
MUSIC PREPARATION MATERIALS AND FACILITIES						
44	Schedule B, Section I, (4) Materials and Facilities, (a)	Facilities Fee (Orchestrators / Arrangers)	\$208.14	\$210.22	\$210.22	Rent Guidelines Increases
56	Schedule C, F. Materials and Facilities, (1)	Facilities Fee (Copyists)	\$208.14	\$210.22	\$210.22	Rent Guidelines Increases
Page #	Article, Section, Schedule, etc. in Expired CBA	OTHER	Expired Rates	03/07/16-03/05/17	03/06/17-03/04/18	03/05/18-03/03/19
4	III Wage Scales, A. (4) - Weekly	Musician Out of Town Break-In expense money (per week)	\$1,201.98	\$1,238.04	\$1,275.18	\$1,313.44
4	III Wage Scales, A. (4) - Daily	Musician Out of Town Break-In expense money (per day)	\$171.71	\$176.86	\$182.17	\$187.63
3	III Wage Scales, A. (2) - Instrument Maintenance	Instrument Maintenance	\$50.00	\$50.00	\$50.00	\$50.00
4	III Wage Scales, A. (3) - Instrument Maintenance for Harpists (if supplying own harp)	Instrument Maintenance Harpists supplying their own instruments	\$100.00	\$100.00	\$100.00	\$100.00
4	IX Doubling. E. First Chair Trumpet Premium	First Chair Trumpet	\$75.00	\$100.00	\$100.00	\$100.00
46-47	Schedule B, Section I, (9) Out of Town, (c)	Orchestrators and Arrangers - Out of Town expenses	\$203.21	\$205.24	\$207.29	\$211.44
30	XXVI G. Group Sales and Industry Promotions	Group Sales/Industry Promotions	\$110.00	\$115.00	\$118.00	\$120.00