

ASSOCIATED MUSICIANS of GREATER NEW YORK, LOCAL 802 AF of M

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**SINGLE ENGAGEMENT CLASSICAL WAGE SCALES & CONDITIONS-APPENDIX A
CLASSICAL CONCERT, CHAMBER MUSIC & RELIGIOUS SERVICE ENGAGEMENTS
EFFECTIVE SEPTEMBER 12, 2015-September 11, 2018**

APPENDIX to single engagement (CONCERT) collective bargaining agreement. Use ("W") contract forms when filing engagements for NON-signatory Employers for Classical Concert, Chamber Music & Religious Service.

	9/12/15	9/12/16	9/12/17
	to	to	to
	9/11/16	9/11/17	9/11/18
CLASSICAL CONCERT (15 or more musicians)			
PERFORMANCES: 2½ hours or less	274.00	276.00	279.00
Including principal premium	328.80	331.20	334.80
PERFORMANCE OVERTIME: 1½X in 15 minute segments or less	41.10	41.40	41.85
Including principal premium	49.32	49.68	50.22
Past midnight, 2X in 15 minute segments or less	54.80	55.20	55.80
Including principal premium	65.76	66.24	66.96
Performances beginning at midnight or later, 1½X for entire performance	411.00	414.00	418.50
Including principal premium	493.20	496.80	502.20
<i>Single works up to 3 hours may be performed at the above performance rate without payment of overtime, pursuant to past practice.</i>			
PREMIUM PAY/PRINCIPAL PLAYERS:			
Concertmaster: An additional 100% over total gross scale wages for performances and rehearsals.			
Principal Players: An additional 20% over total gross scale wages for performances and rehearsals for the following principal positions: <i>Second Violin, Viola, Cello, Bass, Flute, Oboe, Clarinet, Bassoon, French Horn, Trumpet, Trombone, Tuba, Timpani, Percussion, Harp & Keyboard.</i>			
DOUBLING: First double 20% of performance & applicable rehearsal(s). Each additional double 10% of performance and applicable rehearsal(s). Sole exclusions: <i>A, B^b & C Clarinets, A, B^b & C Trumpets, Tenor and Bass Trombones, High (F) Tuba and Tuba,</i> and instruments within each separate category of <i>Percussion, Timpani, Mallets, Drum Set-miscellaneous Percussion & Ethnic (including Latin Instruments).</i>			
REHEARSALS: Minimum call 2½ hours, maximum call 4 hours, ending no later than 7:00P.M. The last call is no later than 24 hours before the rehearsal, with a definite starting and ending time. No musician is required to remain beyond the last rehearsal call.			
2½ hour minimum call	137.50	137.50	140.00
Including principal premium	165.00	165.00	168.00
Rehearsal per hour	55.00	55.00	56.00
Including principal premium	66.00	66.00	67.20
DAY REHEARSAL OVERTIME: Overtime past last call, 1½X in 30 minute segments or less	41.25	41.25	42.00
Including principal premium	49.50	49.50	50.40
NIGHT REHEARSAL: (ending after 7:00 P.M.) Same scale, including overtime, as performance	274.00	276.00	279.00
Including principal premium	328.80	331.20	334.80
NIGHT REHEARSAL OVERTIME: 1½X in 15 minute segments or less	41.10	41.40	41.85
Including principal premium	49.32	49.68	50.22
SOUND CHECK: A sound check for one hour (1) or less may be scheduled to take place within the period from one and one-half (1½) to one-half (½) hours before the performance (including ten (10) minutes break time). Musicians are required to attend sound checks and shall be paid at the rate of one and one-half (1½) times the applicable hourly rehearsal rate. Sound checks may be scheduled only in the event that no previous rehearsal for that performance has taken place at the performance site.			
1 hour sound check, 1½X rehearsal hour rate	82.50	82.50	84.00
Including principal premium	99.00	99.00	100.80

PERSONNEL MANAGER/CONTRACTOR (15 or more musicians):

Non-playing contractor: Double gross scale wages for all scheduled services of engagement.

Playing contractor: Double gross scale wages for all scheduled services of engagement in addition to performing wages.

Leader: In the event there is no Concertmaster, a playing musician other than the contractor shall receive 100% additional over total gross scale wages.

CHAMBER MUSIC (14 or fewer musicians)

9/12/15 to 9/11/16	9/12/16 to 9/11/17	9/12/17 to 9/11/18
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PERFORMANCES: 12% above the gross classical concert & rehearsal scale. Principal pay & doubling must be paid in addition to chamber music premiums.

PREMIUM PAY/PRINCIPAL PLAYERS: An additional 20% over total gross scale wages for performance(s) and rehearsal(s) to any musician who is the sole player on a part.

PERFORMANCES: 2½ hours or less	306.88	309.12	312.48
Including principal premium	368.26	370.94	374.98
REHEARSALS: 2½ hour minimum call	154.00	154.00	156.80
Including principal premium	184.80	184.80	188.16
Rehearsal per hour	61.60	61.60	62.72
Including principal premium	73.92	73.92	75.26
Sound check	92.40	92.40	94.08
Including principal premium	110.88	110.88	112.90

DOUBLING AND OVERTIME: Same conditions as classical concert.

PERSONNEL MANAGER/CONTRACTOR (14 or fewer musicians):

Non-playing contractor: An additional 50% over total gross scale wages for all scheduled services of engagement.

Playing contractor: An additional 100% over total gross scale wages for all scheduled services of engagement in addition to performing wages.

RELIGIOUS SERVICE (Does NOT apply to a concert)

2 religious services or 1 religious service with or without rehearsal on the same day within 3 hours	274.00	276.00	279.00
2 religious services with or without rehearsal on the same day within 4 hours	365.33	368.00	372.00
RELIGIOUS SERVICE OVERTIME: 1½X in 30 minute segments or less	68.50	69.00	69.75
REHEARSALS: (ending no later than 7:00PM) minimum call of 2 hrs:	110.00	110.00	112.00
Rehearsal per hour	55.00	55.00	56.00
REHEARSAL OVERTIME: 1½X in 30 minute segments	41.25	41.25	42.00
NIGHT REHEARSALS: (ending after 7:00 P.M.): Paid as a service	274.00	276.00	279.00

PREMIUM PAY/HOLIDAYS: Christmas Eve, Christmas Day, Palm Sunday, Easter Eve & Easter Day; an additional 50% above all religious service scales (religious service(s), rehearsal(s) and any service/rehearsal overtime).

DOUBLING: Same conditions as classical concert.

PRINCIPAL PAY & CHAMBER MUSIC: Principal pay & chamber music premiums do not apply to a religious service.

PERSONNEL MANAGER/CONTRACTOR: For 10 musicians or less, an additional 50% over total gross scale wages for all scheduled services of engagement. More than 10 musicians, double gross scale wages for all scheduled services of engagement.

MUSIC PREPARATION SERVICES:

Payments for any music preparation services used in conjunction with engagements performed shall comply with current Local 802 Symphonic Music Preparation Services or General Working Conditions and Price List (non-symphonic), whichever is appropriate.

LIBRARIAN: Wages for a **non-playing Librarian** shall be one hundred percent (100%) of gross scale wages and shall include five (5) hours of off-site work.

Wages for a **playing Librarian** shall be one hundred percent (100%) of gross scale wages, in addition to performing wages, and shall include five (5) hours of off-site work.

Additional time beyond five (5) hours of off-site work shall be paid for in accordance with the Local 802 Symphonic Music Preparation Services General Working Conditions and Price List.

SYNTHESIZER: A **synthesizer** shall not be used to replace an acoustic instrument unless the instrument or the player of the instrument is not available and Local 802 received prior notice thereof.

VIRTUAL ORCHESTRA MACHINE: The Employer will use only live musicians for all its productions, performances and rehearsals, and shall not utilize a virtual orchestra machine or any other mechanical device except upon the express written consent of Local 802.

RECORDINGS:

A. No part of the engagement shall be recorded, reproduced or transmitted from the place of service in any manner or by any means whatsoever, in the absence of specific written agreement with Local 802 and the American Federation of Musicians relating to and permitting such recording, reproduction, or transmission.

B. In the event a recording is made in the absence of such a prior written agreement or such recorded music is used for any purpose other than provided for in a written agreement without the prior written consent of Local 802 and the American Federation of Musicians, the Employer shall pay all musicians who performed the engagement, and/or any music preparation personnel who performed services used in the making of such recording, two hundred percent (200%) of the applicable wage scale and fringe benefits provided for in the applicable American Federation of Musicians agreement, per each infraction, within one week of notice to the Employer by Local 802 of the infraction.

C. An Employer may request from the Local 802 Concert Department the right to make up to 3 grant application recordings per concert season upon becoming signatory to the Grant Application Recording Agreement. All such requests shall require two (2) weeks advance notice to Local 802 by the Employer.

D. An Employer may request from the Local 802 Concert Department the right to make an archival recording upon becoming signatory to the Archival Recording Agreement. All such requests shall require two (2) weeks advance notice to Local 802 by the Employer.

THE FOLLOWING CONDITIONS APPLY TO CLASSICAL CONCERT, CHAMBER MUSIC AND RELIGIOUS SERVICE ENGAGEMENTS

	9/12/15	9/12/16	9/12/17
	to	to	to
	9/11/16	9/11/17	9/11/18

PENSION CONTRIBUTIONS: To be paid on total gross scale wages (which include performances, overtime, rehearsals, mileage, doubling and all premiums).

16.35%	16.35%	16.35%
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The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%.

HEALTH BENEFITS CONTRIBUTIONS: Per musician each performance 51.00 52.00 53.00
 PLUS per musician each rehearsal 17.00 17.50 18.00

*Contribution rates may increase if the eligibility rates for Plan A or B increase.

Weekly Performance Cap: Per engagement (based on 7 consecutive days) with increases July 1, each year.

July 1, 2015 – June 30, 2016	135.00
July 1, 2016 – June 30, 2017	135.00
July 1, 2017 – Sept 11, 2018	135.00

CARTAGE: Where there is more than 1 service in a day and where there is a secure place for instrument storage, only 1 round trip will be paid for except where the time between services exceeds 5 hours, and where the musician actually transports an instrument(s) between services.

For transporting eligible instrument(s) per round trip each session for the following:

Cello, Bass & Contrabass Clarinet, Contrabassoon & Tuba	23.50	24.00	25.00
String Bass	39.00	40.00	41.00

ACTUAL COST OF CARTAGE: Timpani, Harpsichord, Harp, Xylophone, Vibraphone, Marimba, Bass Drum, Celesta, & other comparably bulky instruments.

MILEAGE: For Nassau & Suffolk Counties & beyond Local 802's jurisdiction:

Per round trip: First 25 miles from Columbus Circle	16.00	16.00	16.00
Each additional 25 miles or less	11.00	11.00	11.00

Mileage must be paid even if transportation is provided.

SERVICE CONDITIONS:

Definition of Service: For the purpose of the Single Engagement Concert Agreement the term "service" shall be defined as including rehearsal, sound check or performance.

Rehearsals:

Each rehearsal must be called with a definite starting and ending time. No musician is required to remain after the last call (no less than 24 hours notice). However, musicians asked to remain longer than the last call, and who elect to remain, shall be paid 1½ times the rate(s) applicable to that rehearsal for any and all time over the last rehearsal call.

Rest Breaks:

- (1). **Rehearsals:** Five (5) minutes for each one-half (½) hour of a rehearsal shall be set aside for breaks; there shall be at least 25 minutes break in a 2½ hour rehearsal and 30 minutes break in a 3-hour rehearsal. No rehearsal shall end with a break without the approval of a majority of the Orchestra. No break at the beginning of a rehearsal shall exceed ten (10) minutes.
- (2). **Breaks Generally (Including Rehearsals):** Musicians shall not be required to rehearse without a break for more than 75 minutes; provided, however, that musicians may be required to play for up to 1½ hours without a break if the performance time of a movement exceeds 1¼ hours. No break shall be for less than 10 minutes away from the stand. No rehearsal can begin with more than a 10 minutes break.
- (3). **Performances:** Breaks in performance may be no less than 20 minutes.

PERSONAL LEAVE:	Musicians who have been engaged for a series of Concerts will be granted leave for illness or childbirth.
AUDITIONS:	Unless expressly agreed otherwise by the Local 802 and the Employer, auditions shall not be a condition of employment for musicians covered by this Agreement at any time during its term.
CANCELLATION:	At least 7 days notice of cancellation of any service must be given or full payment thereof is immediately due.
DISMISSAL:	No musician, once engaged, shall be discharged except for just cause.
RUNOUTS:	Negotiated on a case by case basis; contact the Concert Department.
TOURS:	Negotiated on a case by case basis; contact the Concert Department.

WHEN FILING ENGAGEMENTS, THE FOLLOWING SECTION IS APPLICABLE TO PERSONNEL MANAGERS /CONTRACTORS

NON-SIGNATORY STATUS: When filing engagements for Employers that are not signatory to a separately negotiated collective bargaining agreement with Local 802, a "W" contract form signed by the Employer and accompanied by an initialed copy of the Classical Concert Wage Scales and Conditions must be filed with the Local 802 Concert Department prior to the engagement.

LEGIT 802 INC.: Upon filing a ("W") contract form with the Local 802 Concert Department, Employers may utilize LEGIT 802 INC., Local 802's Paymaster Payroll Service.

ELECTRONIC FILING: All contract information should be filed electronically.

LATE PAYMENT PENALTY: All payments, including benefit contributions must be paid no later than ten (10) business days after the end of a service set. No late payment penalty shall be due on payments made within two (2) business days thereafter. For any payments made during the next ten (10) calendar days, two percent (2%) of the total amount due shall be added as a late payment penalty; an additional one percent (1%) shall be added if payment is made during the ensuing twenty (20) calendar days; and an additional one percent (1%) shall be added for each additional thirty (30) calendar days or fraction thereof the payment is made thereafter.

PAYMENT OF BENEFITS: Pension, Health Benefits Plan contributions and Work Dues payments must be paid with 3 separate checks (as indicated below) and forwarded to LOCAL 802 c/o THE CONCERT DEPARTMENT for distribution to the individual funds.

(1). **PENSION:** Paid by the Employer to: American Federation of Musicians Employers' Pension Fund ("AFM/EPF") no later than 10 business days after the end of a service set for which such contributions are payable and shall be accompanied by whatever documentation or information may be required by the Trustees of the Fund.

(2) **HEALTH BENEFITS FUND:** Paid by the Employer to: Musicians' Local 802 Health Benefits Fund ("Local 802 HBF") no later than 10 business days after the end of a service set for which such contributions are payable and shall be accompanied by whatever documents or information may be required by the Trustees of the Fund.

(3). **WORK DUES:** 3.5% of total gross scale wages, withheld by the Employer and paid to: Local 802 Work Dues no later than 10 business days after the end of a service set for which such contributions are payable. Contractor/personnel manager needs a signed "Work Dues Check-Off" card & W-4 (IRS) form for each musician. For Federal, State & City income & payroll taxes, unemployment insurance, FICA, Worker's compensation & disability, cards and forms are available at the Concert Department.

(4). **MILEAGE:** A taxable wage that is added to gross scale wages, therefore affecting work dues and pension payments that are calculated on gross payments.

(5). **CARTAGE:** Allowance for Cello, Bass & Contrabass Clarinet, Contrabassoon, Tuba and String Bass is a taxable income that is considered part of wages by the Internal Revenue Service. It does not appear on the gross scale column of the contract, and does not affect work dues and pension.

Reimbursement for instruments that qualify for actual cost cartage is non-taxable and not considered part of wages by the Internal Revenue Service.

(6). **BOND:** A bond for the total gross wages, including pension & health benefits contributions *plus* 18% Payroll Taxes (Certified Check) must be posted with the Concert Department prior to the Engagement unless such requirement is waived by the Supervisor. Any overage will be refunded.

