

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

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### SYMPHONY/BALLET/OPERA TOUR & RUN-OUT GUIDELINES-APPENDIX C\*

Use ("W") contract forms when filing engagements for NON-signatory Employers  
*\*all provisions, including classification of a tour or run-out, are subject to final approval by Local 802 AFM*

#### CLASSIFICATIONS

- TOUR:** Generally, three (3) or more cities outside of NYC (some exceptions may apply).  
**RUN-OUT:** Generally, less than three (3) cities outside of NYC (some exceptions may apply).

#### GUIDELINES

Except as modified in the following guidelines, all terms and conditions of the Local 802 Single Engagement Classical Concert/Ballet/Opera Wage Scales and Conditions (whichever is applicable) shall apply:

- Tour Arrangements:** At such time as a possible tour is under serious consideration, management will meet with Local 802 to discuss all tentative arrangements then under consideration. Management will meet with Local 802 as often as necessary, but no less than monthly to discuss all contemplated tour arrangements with respect to travel, concerts and rehearsals until the tour arrangements are finalized. **All provisions are subject to negotiation and final approval by Local 802 after full disclosure has been made to Local 802 of all tour arrangements.**
- Wages/Daily Minimum:** Employees shall receive a daily tour wage at the prevailing performance rate in accordance with the Local 802 Single Engagement Classical/Concert/Ballet/Opera Wage Scales and Conditions (whichever is applicable) for each day of a tour including travel days, including day of departure and day of return.
- Pre-tour Rehearsals:** Musicians shall receive rehearsal wages in accordance with the prevailing Local 802 Single Engagement Classical/Concert/Ballet/Opera Wage Scales and Conditions (whichever is applicable).
- Higher Scale to Prevail:** If the scales and conditions of the AFM local in whose jurisdiction the rehearsals and/or performances are played are higher than the contracted tour wages, the musicians touring shall be paid those higher wages and conditions. ("Conditions are deemed to include but not be limited to: minimum rehearsal rates, higher doubling rates, higher librarian scale, higher scale for first-chair players") Local work rules shall not apply to the touring conditions in this document.
- Basic Services in a Tour Week:** Eight (8)
- Extra Services:** If services beyond the basic number are scheduled, the Musicians will receive additional compensation to be mutually agreed upon by Local 802 and Management.
- Day Off:** The Employer shall schedule no more than six (6) consecutive days without a day off (midnight to midnight). Except as otherwise provided herein, there shall be no service (travel, rehearsal, sound check, performance) on a day off. If travel must occur on the day off, Musicians will be paid additional compensation to be mutually agreed upon by Local 802 and Management. If more than six (6) consecutive days without a day off are proposed, Local 802 and Management shall arrive at a mutually agreed upon solution.
- Per Diem:** Per diem shall be paid for each day of domestic tours at the GSA meal rates or \$75.00 per day, whichever is higher. For all foreign tours, per-diem for travel days to and from the touring country shall be paid at meal only State Department rates for New York City, pro-rated based on times of departure and return. Per diem shall be paid at the applicable State Department meal and incidental rates for all other foreign tour days, provided,

however, that per diem shall be set at the time of management's completion of tour negotiations with the presenter and Local 802 shall be notified of the per diem rates when tour negotiations with the presenter are complete.

9. **Hotel:** Single occupancy, First Class hotels shall be provided by the Employer. Domestic hotels normally used shall be Hyatt, Westin, Hilton, Sheraton, Ramada, Best Western, Radisson, Hampton Inns or the equivalent. In the event that there is no First Class hotel in the concert locale, management will make best efforts to provide appropriate accommodations.

10. **Service and Travel Conditions:** The Employer shall schedule tours in accordance with the following conditions, each of which shall apply to a twenty-four hour calendar day (midnight to midnight) which includes travel:

- A. One performance or rehearsal and a maximum of six (6) hours of inter-city travel or two services (i.e. rehearsal of no more than one hour in length and a performance) with a maximum of three (3) hours inter-city travel. For purposes of this paragraph, inter-city travel time shall be measured from the time the Musician is required to arrive at the appropriate departure site to the time of arrival at the destination (e.g. hotel, hall, venue, etc).
- B. For tours that involve international flights of more than five (5) hours north-south or 3 or more time zones east-west, there shall be no service within twenty-four (24) hours of tour arrival.
- C. There shall be an eleven (11) hour turnaround time between the end of the last service of the day and the beginning of the next call.
- D. After any travel on bus, train, or airplane, the orchestra must arrive at a hotel for a four (4) hour minimum stay before next service.

11. **Performances:** Two and one-half (2½ hour maximum per performance before overtime commences.

**Rehearsals:** Three (3) hour maximum on foreign tours before overtime commences.

Two and one-half (2 ½) hour maximum on domestic tours before overtime commences.

12. **Overtime:** Shall be paid at one and one-half (1 ½) times the hourly equivalent of the daily tour wage rate measured in 15-minute increments, for performance or rehearsal time in excess of above.

13. **Double Performances:** There may be one (1) double performance day for a tour of not less than seven (7) to thirteen (13) days. An additional double performance day is allowable for a tour of fourteen (14) to twenty (20) days. There shall be no travel on a double performance day.

14. **Visas:** The management shall have responsibility to clear bonds, visas, passports, work permits and the like, to enable Musician(s) to enter the country in which the music is to be performed, provided that the Musician(s) accurately and completely provide the Employer or its designated representative all required information/documentation by the date set forth by the Employer for receipt of such data. The Employer shall bring all necessary props, musical instruments and related equipment into the country and to remain therein for the full time required. In the event that a Musician who accurately, completely and timely submitted all information required for visas, work permits and the like is barred from entering or remaining in a country where the orchestra is to perform due to the Employer's negligence, the Musician shall be paid wages as if he had performed all services on the tour in that country. If a Musician is barred from entering or remaining in a performance country because the Musician did not submit accurately and completely all information required for visas, work permits and the like, then the Musician shall not be entitled to any wage payment from that time through the earlier of the conclusion of the tour or such date that the Musician returns to the tour and performs his first service, except that if the failure to submit the required documentation was inadvertent and caused by an unforeseeable reason the Musician will not be penalized. In any event, the Musician's expenses for waiting to join the tour or traveling home will be paid by the Employer.

15. **Insurance:** Management will provide group instrument insurance for those Musicians who advise the Employer, in writing, at least four (4) weeks prior to the tour departure date that their instruments are not covered by the Musicians' own insurance policies.

16. **Health and Safety Issues:**
  1. The Employer shall provide sound shields.
  2. No fog machines/smoke-producing devices shall be employed without consultation and consent of Local 802 prior to their use.
  3. Non-smoking hotel rooms shall be guaranteed if requested.
  4. Full backstage lighting shall be provided until orchestra is completely on stage.
17. **Instrument Cartage:**
  1. Pick-up location of trunks shall be centrally located, sheltered and secure.
  2. There shall be adequate time allotted to pick up instruments, to be mutually agreed upon with Local 802.
18. **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.
19. **Electronic Filing:** All contract information should be filed electronically.

**RUN-OUT GUIDELINES**

*All provisions are subject to negotiation and final approval by Local 802 after full disclosure has been made to Local 802 of all run-out arrangements.*

Except as modified in the following guidelines, all terms and conditions of the Local 802 Single Engagement Classical Concert/Ballet/Opera Wage Scales and Conditions (whichever is applicable) shall apply:

1. **Higher Scale to Prevail:** If the scales and conditions of the AFM local in whose jurisdiction the rehearsals and/or performances are played are higher than the contracted tour wages, the musicians touring shall be paid those higher wages and conditions. ( "Conditions are deemed to include but not be limited to: minimum rehearsal rates, higher doubling rates, higher librarian scale, higher scale for first-chair players") Local work rules shall not apply to the touring conditions in this document.

2. **Per Diem:** \$75.00 daily (or the GSA meal rates, whichever is higher).

<b>DEPARTURE:</b>			
before 10 am	Breakfast	\$15.00	
1 pm	Lunch	\$22.50	
6 pm	Dinner	\$37.50	
 <b>RETURNING to New York (time of arrival):</b>			
before 10 am	Breakfast	\$15.00	\$15.00
1 pm	Lunch	\$22.50	\$20.00
6 pm	Dinner	\$37.50	\$30.00
after 6 pm	Full per diem	\$75.00	\$65.00

*No penalty for returning to New York after the concert unless there is more than four (4) hours traveling time in which case the musician receives hotel room or \$50.00 additional effective September 12, 2006 \$65.00.*

3. **Hotel Room:** First Class Single Occupancy
4. **Air Travel:** \$20.00--for travel time per one-half (½) hour scheduled air time, each way including layovers.
5. **Airport Transportation:** If no transportation is provided, twenty-five dollars (\$25.00) for each trip to and from an airport.

6. **Other Travel:** Compensation for ground travel:  
**Mileage:** Twelve dollars (\$12.00) for the first twenty-five (25) miles.  
Nine dollars (\$9.00) for each additional twenty-five (25) miles or less.  
*Mileage must be paid even if transportation is provided.*  
Mileage is a taxable wage that is added to gross scale wages, therefore affecting work dues payments and pension contributions that are calculated on gross payments.

The above mileage shall also apply for all travel in excess of twenty-five (25) miles (one-way) between the hotel/motel and performance/rehearsal venue.

7. **Service and Travel Conditions:** The Employer shall schedule run-outs in accordance with the following conditions, each of which shall apply to a twenty-four hour calendar day (midnight to midnight) which includes travel:

- A. One performance or rehearsal and a maximum of six (6) hours of inter-city travel or two services (i.e. rehearsal of no more than one hour in length and a performance) with a maximum of three (3) hours inter-city travel. For purposes of this paragraph, inter-city travel time shall be measured from the time the Musician is required to arrive at the appropriate departure site to the time of arrival at the destination (e.g. hotel, hall, venue, etc).
- B. There shall be an eleven (11) hour turnaround time between the end of the last service of the day and the beginning of the next call.
- C. After any travel on bus, train, or airplane, the orchestra must arrive at a hotel for a four (4) hour minimum stay before next service.

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

To be paid whether or not transportation is provided and is a taxable income and 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 payments and pension contributions.

**Concert:** See wage scales and conditions for rates.

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.

**Ballet/Opera:** See wage scales and conditions for rates.

Allowance for Cello, Bass & Contrabass Clarinet, Bassoon & Contrabassoon, Baritone Sax, 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.

9. **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.

10. **Electronic Filing:** All contract information should be filed electronically.

