

SINGLE ENGAGEMENT (CONCERT/OPERA/BALLET) COLLECTIVE BARGAINING AGREEMENT



Associated Musicians of Greater New York
 Local 802, A.F. of M. • 322 West 48th St., New York, NY 10036
 (212) 245-4802



ENGAGEMENT INFORMATION - PLEASE PRINT CLEARLY

CONTRACTOR CARD NO.		CONTRACTOR NAME		EMPLOYER NAME		ORCHESTRA OR GROUP NAME	
CONTRACTOR ADDRESS				EMPLOYER ADDRESS		EMPLOYER ID # OR SOC. SEC. #	
CITY STATE ZIP		CONTRACTOR PHONE NO.		CITY STATE ZIP		EMPLOYER PHONE NO.	
BOROUGH (CHECK ONE)		FOR UNION USE ONLY:					
<input type="checkbox"/> 1 NYC <input type="checkbox"/> 2 Bklyn <input type="checkbox"/> 3 Queens <input type="checkbox"/> 4 Bronx <input type="checkbox"/> 5 S.I. <input type="checkbox"/> 6 Nas/Suf <input type="checkbox"/> 8 Out of Town		<input type="checkbox"/> 30 <input type="checkbox"/> 31 <input type="checkbox"/> 35 <input type="checkbox"/> 39					
DATE (M/D/Y)	LOCATION OF SERVICES (CITY/STATE IF OUT OF TOWN)			NO. OF REHEARSALS	HOURS OF REHEARSAL	START TIME	\$ MILEAGE PER MUS.

- The undersigned Employer agrees, when employing musicians, to the working conditions, wages, and health and pension benefit contributions, as provided for in the attached document.
- Employer shall deduct from the wages of each Employee work dues (three and one half percent (3.5%) of his/her gross scale compensation) and shall remit same to Local 802 ("Union") within twenty (20) business days after the engagement for which such payments are due, provided that such deductions shall be authorized by the Employee in writing on a form provided by and filed with the Union. Performance contracts, and all health and pension contributions shall be remitted to the Union at the same time.
- All payments to musicians must be paid no later than twelve (12) business days after the performance(s). Upon request by the Union, the Employer shall either make advance payment or post an appropriate bond.
- 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 a specific written Agreement with the Union or the American Federation of Musicians (the "AFM") relating to and permitting such recording, reproduction or transmission.
- To the extent permitted by applicable law, the Constitution, Bylaws, Rules and Regulations of the AFM and the Union will be adhered to and the parties acknowledge that they are, and have the obligation to be, fully acquainted therewith.
- Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list, order or requirement of the Union or the AFM and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this Agreement notwithstanding, to the extent permitted by applicable law.
- Representatives of the AFM local in whose jurisdiction the musicians shall perform hereunder shall have access to the place of performance (except a private residence) for the purpose of conferring with the musicians.
- All Employees covered by this Agreement must be members in good standing of the Union. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act of 1947, all Employees who are members of the Union when their employment commences hereunder shall continue in such employment only as long as they continue such membership in good standing. All other Employees covered by this Agreement, on or before the thirtieth day following the commencement of their employment, or on the effective date of this Agreement, whichever is later, shall become and continue to be members in good standing of the Union. The foregoing shall be effective only as permitted by applicable law.
- All disputes, differences or controversies which may arise between the parties to this Agreement shall first be discussed by the Employer and the musician/employee(s) and/or a representative of the Union. Should the grievance not be settled, the dispute shall be reduced to writing and submitted to the Union's Executive Board. If the parties still fail to resolve the dispute, it may be submitted by either party to the American Arbitration Association (the "AAA") under the AAA's rules of Voluntary Labor Arbitration, with the costs to be shared equally by the parties. The decision of the arbitrator shall be final and binding.
- All musician/employees are covered under the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") and the Musicians Local 802 Health Benefits Plan ("HBP"). Accordingly, the Employer agrees, when employing musicians, to be bound by and hereby accepts the terms and conditions of: (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time; and (2) the Agreement and Declaration of Trust, dated April 22, 1954, establishing the HBP (and all plans, rules and policies thereunder) as amended or may be amended from time to time (collectively, the "Trusts"). The Employer specifically acknowledges said Trusts, the terms of which are incorporated by reference herein and made a part hereof.

Pension and health benefit contributions shall be made by checks or money orders, payable to the AFM-EPF and the HBP, respectively. Within twenty (20) business days following every engagement where it employs musicians, the checks or money orders, together with a completed copy of the attached remittance form (or a form containing the identical information), will be delivered to the Union, which will deliver them to the AFM-EPF and the HBP. The Employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by, the AFM-EPF and/or the HBP (including, without limitation, liquidated damages, attorney's fees and court costs).

The Employer also agrees to provide all information which the AFM-EPF and HBP may require and to permit the AFM-EPF and/or HBP to conduct (at their own expense) an audit of its payroll and wage records to determine the accuracy of contributions made.

THE TRUST AGREEMENTS ARE AVAILABLE AT THE FUNDS' OFFICES UPON WRITTEN REQUEST FROM THE EMPLOYER.

The Employer acknowledges that when he/she performs as a leader, soloist or cooperative group member, he/she cannot make contributions to the AFM-EPF or HBP on his/her behalf unless he/she is incorporated and the corporation makes the contribution for his/her performance in its capacity as Employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF and/or HBP must be submitted with this Agreement, if it has not been previously submitted.

This statement is accurate in all respects, has been executed by an authorized representative of the Employer, and shall remain in effect unless and until revoked in writing by the undersigned and such revocation has been received by the Union, the AFM-EPF and the HBP.

FOR THE UNION:



BY: _____

SIGNATURE



DATE

FOR THE EMPLOYER:



PRINT NAME: _____

SIGN NAME: _____



TITLE

DATE