

**SINGLE ENGAGEMENT CLASSICAL WAGE SCALES & CONDITIONS -
APPENDIX B
BALLET AND OPERA ENGAGEMENTS**

EFFECTIVE MAY 1, 2020 through APRIL 30, 2023
APPENDIX to single engagement (BALLET/OPERA) collective bargaining agreement.
Use ("W") contract forms when filing engagements for NON-signatory Employers.

	5/1/20 to 4/30/21	5/1/21 to 4/30/22	5/1/22 to 4/30/23
PERFORMANCES: 5-7	\$1,974.00	\$1,974.00	\$2,043.09
performances and/or dress rehearsal per week within 6 consecutive days			
Including principal premium	\$2,467.50	\$2,467.50	\$2,553.86
Pro-Rata for 3 hours or less	\$282.00	\$282.00	\$291.87
Including principal premium	\$352.50	\$352.50	\$364.84
Additional performance(s) and/or dress rehearsal(s) beyond 7 in a week or beyond 2 in a day:			
1½x performance rate	\$423.00	\$423.00	\$437.81
Including principal premium	\$528.75	\$528.75	\$547.26
PERFORMANCE OVERTIME:			
1½x in 15-minute segments or less:	\$35.25	\$35.25	\$36.48
Including principal premium	\$44.06	\$44.06	\$45.60
Overtime past midnight: 2x in 15- minute segments or less	\$47.00	\$47.00	\$48.65
Including principal premium	\$58.75	\$58.75	\$60.81
Three services in one day: Last service paid at 1½x appropriate rate.			

PREMIUM PAY/PRINCIPAL PLAYERS

Concertmaster: An additional 100% over gross scale wages for performances and rehearsals.

Principal players: An additional 25% over gross scale wages for performances and rehearsals for the following principal positions: *Associate Concertmaster, Second Violin, Viola, Cello, String Bass, Flute, Oboe, Clarinet, Bassoon, French Horn, Trumpet, Trombone, Tuba; Timpani, Percussion, Harp, Piano, Keyboard or Celesta.*

DOUBLING: First double **20%** of performance salary and applicable rehearsal(s). Each additional double **10%** (Rehearsal(s) and Performance(s)). Sole exclusions: *A, Bb & C Clarinets; A, Bb & C Trumpets, Tenor & Bass Trombones, High (F) Tuba & Tuba* and instruments within each separate category of percussion (*Timpani, Mallets, Drum Set-miscellaneous percussion & Latin instruments*).

REHEARSALS: Minimum call two and one-half (2½) hours, maximum call four (4) hours, ending no later than 7:00P.M. The last call is no later than twenty-four (24) hours before the rehearsal, with a definite starting and ending time. No musician is required to remain beyond the last rehearsal call.

	5/1/20 to 4/30/21	5/1/21 to 4/30/22	5/1/22 to 4/30/23
2½ hour minimum call	\$140.00	\$140.00	\$144.90
Including principal premium	\$175.00	\$175.00	\$181.13
Rehearsal scale per hour	\$56.00	\$56.00	\$57.96
Including principal premium	\$70.00	\$70.00	\$72.45

DAY REHEARSAL OVERTIME:	\$42.00	\$42.00	\$43.47
Overtime past last call, 1½x in 30 minute segments			
Including principal premium	\$52.50	\$52.50	\$54.34
NIGHT REHEARSAL:			
(ending after 7:00 P.M.)	\$282.00	\$282.00	\$291.87
Same rate as pro rata performance			
Including principal premium	\$352.50	\$352.50	\$364.84
NIGHT REHEARSAL OVERTIME:			
1½X in 15-minute segments or less	\$35.25	\$35.25	\$36.48
Including principal premium	\$44.06	\$44.06	\$45.60

DRESS REHEARSAL: A dress rehearsal is defined as (1) the last orchestra rehearsal in the pit before a performance of a ballet or opera or (2) any orchestra rehearsals with any dancers of a ballet or singers of an opera during which the curtain is raised and there is a call for the stage crew. Rest breaks may occur between acts, provided they add up to the equivalent of at least 10 minutes per hour.

	5/1/20 to 4/30/21	5/1/21 to 4/30/22	5/1/22 to 4/30/23
Dress rehearsal same rate & conditions as performance	\$282.00	\$282.00	\$291.87
Including principal premium	\$352.50	\$352.50	\$364.84

SOUND CHECK: A sound check for one (1) hour or less may be scheduled to take place within the period from one and one-half (1½) to one-half (½) hour 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, 1½ rehearsal hour rate	\$84.00	\$84.00	\$86.94
Including principal premium	\$105.00	\$105.00	\$108.68
ON STAGE MUSICIANS:	\$80.00	\$80.00	\$80.00
Per performance an additional			

CHAMBER MUSIC (12 or fewer musicians)

CHAMBER MUSIC PERFORMANCE: Additional payment to each musician per performance shall vary according to the seating capacity of the Auditorium:

- up to 500 seats 20% of pro rata performance rate
- 501 to 1500 seats 55% of pro rata performance rate
- 1501 to 2500 seats 95% of pro rata performance rate
- 2501 and over 150% of pro rata performance rate

PREMIUM PAY/PRINCIPAL PLAYERS: An additional 25% over gross scale wages for performance(s) and rehearsal(s) to any musician who is the sole player on a part.

CHAMBER MUSIC REHEARSAL: All musicians to receive 25% premium pay.

PERSONNEL MANAGER/CONTRACTOR: 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.

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 fifty percent (50%) 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. Dance performances shall be performed with live music except those ballets in which a unique recorded musical performance is an integral part of the ballet or the sound of the music cannot be produced by an orchestra. In the event that unusual circumstances exist which are not covered by the aforesaid exceptions, at its sole discretion the Executive Board may grant additional exceptions.

B. 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.

C. 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.

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.

	5/1/20 to 4/30/21	5/1/21 to 4/30/22	5/1/22 to 4/30/23
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PENSION CONTRIBUTIONS: To be paid on total gross scale wages (which include performances, overtime, rehearsals, mileage, doubling and all premiums):	19.18% *	19.18% *	19.18% *
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* This rate is inclusive of the AFM & EPF Supplemental Contribution required by the Rehabilitation Plan

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 19.18%, such rate of contribution to be reviewed by the AFM-EPF as of June 6, 2018.

	5/1/20 to 4/30/21	5/1/21 to 4/30/22	5/1/22 to 4/30/23
HEALTH BENEFITS FUND:			
Per musician each performance	\$55.00	\$59.13*	\$60.20*
PLUS per musician each rehearsal	\$20.00	\$21.50*	\$22.58*
Weekly <u>performance</u> maximum per engagement (based on 7 consecutive days)	\$200.00	\$215.00	\$215.00

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

**Inclusive of the 7.5% increase mandated by the Local 802 Musician's Health Fund Recovery Plan A effective for the coverage period beginning March 1, 2021.*

The Employer agrees to be bound by 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 part of this Agreement.

CARTAGE: When 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 except where the time between services exceeds 5 hours, and the musician actually transports his/her instrument(s) between services.

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

	5/1/20 to 4/30/21	5/1/21 to 4/30/22	5/1/22 to 4/30/23
Cello, Bass & Contrabass Clarinet, Bassoon & Contrabassoon, Baritone Sax and Tuba	\$27.30	\$28.15	\$29.00
Double Bass	\$44.80	\$46.15	\$47.50

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

MILEAGE: 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 Ballet & Opera 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-minute break.

(3). Breaks in performance may be no less than 20 minutes.

(4). **Number of Services and Cumulative Time of Services Per Day:** There shall be no more than 2 services in any one day pertaining to the same program, and in no event shall more than 6 hours of rehearsal of the same program be required in any 1 day.

(5). **Services Beyond Six (6) Consecutive Days:** Any service taking place on a 7th consecutive day or beyond must be paid at 1½ x.

PERSONAL LEAVE: Musicians who have been engaged for a series of ballet/opera performances will be granted leave for illness or childbirth.

AUDITIONS: Unless expressly agreed otherwise by 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 seven (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 contracts 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 Ballet/Opera 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 to musicians, must be made 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 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.

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.

HEALTH BENEFITS PLAN:

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.

WORK DUES:

3.5% of total gross scale, withheld by the Employer and paid to: ("Local 802") no later than 10 business days after the end of a service set for which such contributions are payable. Contractor needs a signed "Work Dues Check Off" card & W4 (IRS) form for each musician (for Federal, State & City income & payroll taxes, unemployment insurance, FICA, workman's compensation & disability). Cards and forms are available at the Concert Department.

MILEAGE:

A taxable wage that is added to gross scale wages, therefore affecting work dues and pension payments that are calculated on gross payments.

CARTAGE:

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.

BOND:

A bond for the total gross wages, including pension and 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.