

SINGLE ENGAGEMENT CLASSICAL WAGE SCALES & CONDITIONS – APPENDIX A

CLASSICAL CONCERT, CHAMBER MUSIC & RELIGIOUS SERVICE ENGAGEMENTS

EFFECTIVE SEPTEMBER 12, 2023 through SEPTEMBER 11, 2024

APPENDIX to single engagement (CONCERT) collective bargaining agreement. Use ("W") contract forms when filing engagements for NON-signatory Employers for the following categories:

CLASSICAL CONCERT (15 or more musicians)

	9/12/23 - 9/11/24
PERFORMANCES: 2 ½ hours or less	\$ 333.91
Including principal premium	\$ 400.69
PERFORMANCE OVERTIME: 1½ X in 15-minute segments or less	\$ 50.09
Including principal premium	\$ 60.10
Past midnight, 2 X in 15-minute segments or less	\$ 66.78
Including principal premium	\$ 80.14
Performances beginning at midnight or later, 1½ X for entire performance	\$ 500.87
Including principal premium	\$ 601.04

Single works up to three (3) hours may be performed at the above performance rate without payment of overtime, pursuant to past practice.

PREMIUM PAY/PRINCIPAL PLAYERS:

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

Principal Players: An additional 20% over gross scale wages for performances and rehearsals for the following principal positions: *Second Violin, Viola, Cello, Bass, Flute, Oboe, Clarinet, Bassoon, French Horn, Trumpet, Trombone, Tuba, Timpani, Percussion, Harp & Keyboard.*

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

REHEARSALS: Minimum call 2½ hours, maximum call 4 hours, ending no later than 7:00PM. 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.

	9/12/23 - 9/11/24
2 ½ hour minimum call	\$ 167.78
Including principal premium	\$ 201.34
Rehearsal per hour	\$ 67.11
Including principal premium	\$ 80.54
DAY REHEARSAL OVERTIME: Overtime past last call, 1½ X in 30-minute segments or less	\$ 50.33
Including principal premium	\$ 60.40
NIGHT REHEARSAL: (ending after 7:00 PM) Same scale, including overtime, as performance	\$ 333.91
Including principal premium	\$ 400.69
NIGHT REHEARSAL OVERTIME: 1½ X in 15-minute segments or less	\$ 50.09
Including principal premium	\$ 60.10

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) 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.

	9/12/23 - 9/11/24
1 hour sound check, 1½ X rehearsal hour rate	\$ 100.67
Including principal premium	\$ 120.80

PERSONNEL MANAGER/CONTRACTOR:

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

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 gross scale wages for performance(s) and rehearsal(s) to any musician who is the sole player on a part.

	9/12/23 - 9/11/24
PERFORMANCES: 2 ½ hours or less	\$ 373.98
Including principal premium	\$ 448.78
REHEARSALS: 2 ½ hour minimum call	\$ 187.92
Including principal premium	\$ 225.50
Rehearsal per hour	\$ 75.17
Including principal premium	\$ 90.20
Sound check	\$ 112.75
Including principal premium	\$ 135.30

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)

	9/12/23 - 9/11/24
2 religious services or 1 religious service with or without rehearsal on the same day within 3 hours	\$ 333.91
2 religious services with or without rehearsal on the same day within 4 hours	\$ 445.21
RELIGIOUS SERVICE OVERTIME: 1 ½ X in 30-minute segments or less	\$ 83.48
REHEARSALS: (ending no later than 7:00 PM) minimum call of 2 hours:	\$ 134.23
Rehearsal per hour	\$ 67.11

REHEARSAL OVERTIME: 1 ½ X in 30-minute segments	\$ 50.33
NIGHT REHEARSALS: (ending after 7:00 PM) Paid as a service	\$ 333.91

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: Premiums do not apply to a religious service.

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

	9/12/23 - 9/11/24
PENSION CONTRIBUTIONS: To be paid on total gross scale wages (which include performances, overtime, rehearsals, mileage, doubling and all premiums).	17.99%
17.99% as per AFM-EPF rehabilitation plan.	
	9/12/23 - 9/11/24
HEALTH BENEFITS CONTRIBUTIONS: Per musician each performance	\$84.00*
PLUS per musician each rehearsal	\$31.50*

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

Weekly Performance Cap: Per engagement (based on 7 consecutive days)

	9/12/23 – 9/11/24
	\$228.00*

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.

In the event that the Trustees of the Local 802 Health Benefits Fund Increase the eligibility level of either Plan A or Plan B during the term of this Agreement, the Employer agrees to increase its contribution amount by the same percentage as the said increase in the eligibility level. The Employer's contributions shall be remitted to the Local 802 HBF no later than ten (10) business days after the date of each payment to Musician and shall be accompanied by whatever documents or information may be required by the Trustees of the Fund.

CARTAGE: Where there is more than one (1) service in a day and where there is a secure place for instrument 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.

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

	9/12/23 - 9/11/24
Cello, Bass & Contrabass Clarinet, Contrabassoon & Tuba	\$ 29.94
String Bass	\$ 49.04

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:

	9/12/23 - 9/11/24
Per Round trip: First 25 miles from Columbus Circle	\$16.00
Each additional 25 miles or less	\$11.00

Mileage must be paid even if transportation is provided.

CONGESTION PRICING REIMBURSEMENT: If a congestion pricing plan is subsequently enacted in New York City, the Employer shall reimburse musicians for half the cost of any such congestion pricing upon presentation of a receipt, provided, however, that a cap on any such reimbursement for any such congestion pricing will be \$10.00 (ten dollars and zero cents) per trip per eligible musician.

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 three (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 ten (10) minutes away from the stand. No rehearsal can begin with more than a ten (10) minute break.

(3) **Performances:** Breaks in performance may be no less than twenty (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 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 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 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 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: Local 802 Musicians Health Fund ("Local 802 Musicians Health Fund") 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 scale gross, 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) **CONGESTION PRICING REIMBURSEMENT:** If a congestion pricing plan is subsequently enacted in New York City, the Employer shall reimburse musicians for half the cost of any such congestion pricing upon presentation of a receipt, provided, however, that a cap on any such reimbursement for any such congestion pricing will be \$10.00 (ten dollars and zero cents) per trip per eligible musician.

(6) **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.

(7) **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.