

# **Pamphlet B and Short Engagement Touring Theatrical Musicals**

March 12, 2012 – March 11, 2016



UNITY • HARMONY • ARTISTRY

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**Pamphlet B - Touring Theatrical Musicals**

**March 12, 2012 – March 11, 2016**

**PREAMBLE:**

This Agreement is entered into by and between The Broadway League, Inc. (hereafter the "League") on behalf of each of its members who is engaged as a principal in producing a legitimate first class commercial theatrical production, including bus and truck, in an out of town theatre (hereafter "Producer," "Employer" or "Company"), Buena Vista Theatrical Group, Ltd. d/b/a Disney Theatrical Productions (hereinafter "Disney," Employer or "Company"), with the League and Disney collectively referred to as the Coordinated Bargaining Partners, and the American Federation of Musicians of the United States and Canada (hereafter "AFM," "Federation" or the "Union").

**UNION RECOGNITION:**

The Union is recognized as the exclusive bargaining representative for all employees employed by each Company in the performance of touring theatrical musical shows as instrumental Musicians, conductors, assistant conductors, arrangers, orchestrators, copyists and librarians (hereinafter collectively referred to as "Musicians"). Every such touring theatrical musical show performed by any Company during the period of the Agreement shall employ Musicians in accordance with the terms and conditions of employment contained herein.

Upon request of the AFM, the League shall supply a list of the names and addresses of its members at least once a year.

**TERM:**

This agreement shall be effective retroactive from March 12, 2012 – March 11, 2016.

**RULE 1: WEEKLY SALARY AND OUT OF TOWN LIVING EXPENSES**

A. Instrumentalists, conductors, assistant conductors, and librarians will be paid not less than the minimum compensations hereinafter set forth, and the working and travel conditions herein shall apply.

**B. SALARY**

	<b>03/12/12</b>	<b>03/11/13</b>	<b>03/10/14</b>	<b>03/9/15</b>
Sideman	\$1,189.70	\$1,224.35	\$1,259.00	\$1,293.65
Ass't Conductor	\$1,487.11	\$1,530.42	\$1,573.73	\$1,617.04
Conductor	\$1,844.05	\$1,897.76	\$1,951.47	\$2,005.18

C. OUT OF TOWN LIVING EXPENSE

1. For all engagements in San Francisco and New York, and for engagements of less than four weeks in Boston, Chicago, Los Angeles, Philadelphia, Toronto and Washington, D.C:

<b>Effective Date</b>	<b>Per Diem</b>
9/26/11	\$896/week (\$128 per diem)
10/1/12	\$910/week (\$130 per diem)
9/30/13	\$924/week (\$132per diem)
9/29/14	\$938/week (\$134/ per diem)

2. For all engagements not covered in 1. above:

<b>Effective Date</b>	<b>Per Diem</b>
9/26/11	\$854/week (\$122 per diem)
10/1/12	\$868/week (\$124 per diem)
9/30/13	\$882/week (\$126 per diem)
9/29/14	\$896/week (\$128 per diem)

3. Effective as of September 30, 2015, the foregoing rates shall match the changes, if any, to the out of town living expense rates negotiated with Actors' Equity Association.
4. Should an engagement in Boston, Chicago, Los Angeles, Philadelphia, Toronto or Washington, D.C. that is scheduled for four weeks or longer run for less than four weeks, the rates in 1. will apply retroactively to the first day in that city.
5. **ADJUSTMENTS TO PER DIEM.** Employer may request adjustments of the applicable per diem payments based on lodging and meals supplied by said Employer. Such request must be made in writing to the AFM President's Office at least two (2) weeks prior to the engagement. Permission for said adjustments will not be unreasonably withheld.
6. **PER DIEM ATTRIBUTABLE AS LODGING.** If the IRS allowance (provided for purposes of determining the excludability of reimbursable expenses from an Employer's compensation) that is attributable to lodging is equal to or in excess of the contracted per diem, all of said per diem shall be characterized as attributable to lodging. To the extent that the contract per diem exceeds the IRS allowance attributable to lodging, the

excess amount shall be characterized as reimbursements for meals and incidental expenses.

D. CANADIAN/US WAGE DIFFERENTIAL

Members of Canadian Orchestras, when performing in the United States, shall be paid the differential between United States and Canadian currency up to, but not exceeding 10%. In the instance of tours outside the United States and Canada, a Canadian Musician shall have the option to be paid in the currency of the country in which the engagement is taking place.

E. KEYBOARDS & MODULES

1. On shows which opened on or after January 4, 2000, any Musician operating one (1) or two (2) electronic keyboard instruments (including modules or other connecting devices) or one (1) electronic keyboard instrument and one (1) acoustic keyboard instrument (including modules or other connecting devices) shall receive a premium of 25% of the basic Side-person's scale. If three (3) or more such instruments are operated, an additional 17½% of the basic Side-person's scale shall be paid.
2. The premium for the Conductor shall be based on Sideperson's scale.
3. Other than the foregoing premium(s) there shall be no doubling premium(s) paid regardless of electronic or acoustic keyboard instruments operated by the Musician.

F. MOVE DURING COURSE OF SHOW AND COSTUME PAY

In the event a Musician is required to move during the course of a show from the pit to another part of the theatre, including the auditorium or the stage, or, as to productions opening after August 7, 2006, is required to perform in costume, the Musician shall be paid a move/costume charge each performance as follows:

Sidemusician	\$14
Ass't Conductor	\$17
Conductor	\$20

G. MUSIC PREPARATION

Musician doing music preparation work in New York shall be paid according to music-prep standards negotiated between Local 802, AFM and the Coordinated Bargaining Partners; Musician doing music preparation work elsewhere shall receive the governing Local Rates where such music preparation is done.

H. LIBRARIAN

1. A Playing Musician acting as a librarian (music custodian) shall be paid an additional sum equal to  $\frac{1}{4}$  of the minimum Sideperson salary in any work week in which the services of a librarian were actually performed on one or more days at the request of the Producer, Conductor or Company Manager.

2. Librarian Premium:

<b>3/12/12</b>	<b>3/11/13</b>	<b>3/10/14</b>	<b>3/9/15</b>
\$297.43	\$306.09	\$314.75	\$323.41

I. DOUBLES

1. Musician who is required to carry a double or doubles on tour shall be paid extra as follows: (see Appendix A for Doubling Definitions; see Appendix B for Doubling computations):

For 1<sup>st</sup> double--20% of minimum weekly salary

For 2<sup>nd</sup> double--15% of minimum weekly salary

For 3<sup>rd</sup> double & subsequent double(s)--8.5% of minimum weekly salary

(Above doubling includes rehearsals)

2. The Conductor and Assistant Conductor doubles are computed on a Side person base salary.

J. PERFORMANCE TIMES

1. Performances commencing at 11:00 AM or later shall be part of the musicians' weekly contractual salary provided that there are no more than 2 services in a day. The foregoing shall also apply to a children's show commencing before 11:00 AM.

2. On any day in which there are 3 services, one of which is a performance commencing before 1:00 PM, Musicians shall be compensated  $\frac{2}{8}$ th the Musicians' salary for the third service.

3. Any performance commencing at 11 PM or later (or 11:30 in Las Vegas, Reno, Tahoe and Atlantic City) shall be counted as an extra performance and shall be paid at  $\frac{2}{8}$  of the musicians' weekly contractual salary.

**K. INSTRUMENT RENTAL & REPAIR**

Where the producer requires a Musician to provide his/her own keyboard, electronic (e.g. synthesizers, amplifiers and loud speakers) or percussion instruments, the producer shall pay to the Musician a negotiated, fair rental therefore. In addition, the producer shall reimburse the Musician for the actual, pre-approved cost of repairing or fixing any such instruments and/or their cases when damages occur during the course of a tour.

**RULE 2: WORK-WEEK**

A. The foregoing weekly compensations are for eight (8) performances or less, per week of six (6) days. ("Work-week" is defined: from and including Monday to and through Sunday; a full day means 24 consecutive hours, in addition to the regular rest period allowed at close of each working day.) SEE RULES 11B and 16 A & S.

B. LENGTH OF PERFORMANCE. Each performance or rehearsal if used as a service shall not exceed three (3) hours without the payment of overtime compensation as follows:

**OVERTIME:**

	<b>3/12/12</b>	<b>3/11/13</b>	<b>3/10/14</b>	<b>3/9/15</b>
Sideman	\$26.37	\$27.14	\$27.91	\$28.68
Ass't Conductor	\$33.17	\$34.14	\$35.11	\$36.08
Conductor	\$39.11	\$40.25	\$41.39	\$42.53

(The above scales are per ½ hour or fraction thereof.)

1. Time of performance is computed based on posted call times. Musicians are required to be present at the theatre fifteen (15) minutes prior to curtain. The performance shall be construed to have ended with the last music played after last curtain, at conductor's final cutoff.
2. There shall be no pyramiding of overtime.

**C. ADDITIONAL PERFORMANCES**

Additional performances in any week shall be paid for at the rate of two-eighths (2/8<sup>ths</sup>) of the player's weekly salary.

D. HEALTH AND SAFETY

1. The Employer shall make best efforts to provide a safe workplace, and shall continue to comply with all applicable health and safety laws and regulations. Conditions or effects which could, depending on the circumstances, be hazardous, (by way of example only: pyrotechnics, smoke, fog and haze, excessive sound levels, temperature) and which are within the production's control will be addressed as expeditiously as possible as set forth below. Additionally, although it is not the venue owner or operator, the Employer will make best efforts to address venue related issues in the same fashion.
2. No later than 30 days before the production's first paid public performance in its first venue, the Employer will send the Federation by e-mail a memo describing, in as much detail as possible, all then known (a) substances and/or chemicals that will be used to create smoke, fog, and/or haze effects in the production, accompanied by their Material Safety Data Sheets; (b) venues in which the production is expected to perform; (c) locations in the theaters in which the musicians will be expected to perform, if not in the orchestra pit; (d) potential hazards concerning sound; (e) any other potential safety and health hazards; and (f) the Employer's proposed solutions, if any.
3. No later than 14 days following the date of this e-mail, the Federation may request a meeting, which shall be promptly held, between the Federation's Director of Touring Division or other designated representative, the Federation's designated production shop steward, the conductor, the general manager, the stage manager, and the appropriate technical representative (e.g. sound engineer representative/technical director) to review any matters the parties wish to raise concerning safety or health. The objective of the meeting is to discuss what, if any, resolution is appropriate for each matter raised.
4. The Federation may also request a meeting, which shall be promptly held, during any point in the run of the show at a venue, involving a shop steward, conductor, stage manager, and/or company manager to review any safety or health matters related to the production, or in connection with the venue.
5. In the event any safety and health matter is not resolved to the Federation's satisfaction, the Federation President (or his designee for that purpose) may request a meeting of the Safety and Health Committee, which shall be comprised of [Director, Labor Relations of the League, Vice President, Labor Relations, Disney Theatricals], the Federation's President or his designee, and any other persons each may wish to include on the

committee. The committee shall review the issue(s) and information presented, and may agree to consult with third parties to review the situation with costs of such consultation to be borne equally by the parties. The Committee may investigate and recommend to the Employer the implementation of appropriate remedial techniques or devices that have been successfully utilized in other circumstances, or make use of other techniques or devices should unique conditions of a production so require. The Committee shall use best efforts to resolve the situation.

6. In the event the foregoing process does not result in an agreement between the Employer and the Federation concerning any safety and health matter, the dispute shall be resolved as follows:
  - a. At the Federation's request, the dispute shall be submitted to an arbitrator from among a panel of five mutually selected arbitrators who is available for a hearing at the earliest date mutually agreeable to the parties. The fees of the arbitrator shall be shared equally by the Employer and the Federation.
  - b. Hearings in pre-tour disputes shall be scheduled as promptly as possible in order to maximize the possibility of an award issuing before the first paid public performance. When the parties agree, hearings in venue related disputes shall be conducted by conference call. Failing agreement, either party may request the arbitrator to conduct the hearing by conference call.
  - c. In deciding what, if any, solution to adopt, the arbitrator shall take into account factors including, but not limited to: (i) the severity of the safety and health conditions; (ii) the impact of the solution on musicians generally; (iii) the cost of the prospective solutions (both compared to one another and as compared to the overall cost of the production); (iv) any industry standards/experience that may be applicable; (v) any applicable health and safety laws or regulations; and (vi) in a venue-related dispute, the efforts made by the Employer to have the venue address the condition(s).
  - d. The arbitrator may not order any remedy that alters audience seating, the number of instruments, the scenic elements of the production (other than smoke, fog, pyrotechnics that enter the orchestra performing areas) or structural features of the theatres.
  - e. The arbitrator's decision on the issue shall be final and binding on all parties. (The Federation, League, Producer, and Musicians engaged under Pamphlet B).

7. The Producer shall use best efforts to inform the venue of the need to provide heating and air-conditioning sufficient to insure comfortable healthful temperatures at all times and in all places in which Musicians are required to perform. Alleged violations of this Paragraph are not subject to the Grievance and Arbitration provisions of this Rule or Rule 21.
8. The Joint Safety and Health Committee shall meet upon request of either party to review their experience under this provision.

**RULE 3: REHEARSAL RATES (2-HOUR MINIMUM CALL)**

**A. DAY REHEARSAL**

	3/12/12	3/11/13	3/10/14	3/9/15
Sid musician	\$53.00	\$54.54	\$56.08	\$57.62
Ass't. Conductor	\$70.66	\$72.72	\$74.78	\$76.84
Conductor	\$82.14	\$84.53	\$86.92	\$89.31

[Time after 2 hours pro-rata per ½ hour or fraction thereof]

**B. NIGHT REHEARSAL**

1. Night rehearsals prior to first paid public performance are paid at day rate, as noted in (A) above.
2. Night rehearsals (6:00 pm or later) after the first paid public performance:

	3/12/12	3/11/13	3/10/14	3/9/15
Sid musician	\$79.47	\$81.78	\$84.09	\$86.40
Ass't Conductor	\$106.01	\$109.10	\$112.19	\$115.28
Conductor	\$123.23	\$126.82	\$130.41	\$134.00

[Time after 2 hours pro-rata per ½ hour or fraction thereof]

3. If Musician participates in any night rehearsal which extends after midnight, all time after midnight shall be paid at the overtime rate of \$79.31 (as of 3/12/11; \$81.62 as of 3/11/13; \$83.93 as of 3/10/14; and \$86.24 as of 3/9/15), per ½ hour or fraction, of Musicians' night rehearsal rate.
4. Such overtime shall be paid whether or not the time consumed previous to midnight in rehearsing equaled the allowed rehearsal hours.

C. SPECIAL NEED REHEARSAL

One (1) hour minimum call prior to "Half-hour" of an evening performance, occasioned by "fix" or transposition or score adjustment.

	3/12/12	3/11/13	3/10/14	3/9/15
Sidemician	\$26.48	\$27.25	\$28.02	\$28.79
Ass't Conductor	\$35.35	\$36.38	\$37.41	\$38.44
Conductor	\$41.07	\$42.27	\$43.47	\$44.67

D. "SOUND CHECK" REHEARSAL

[One (1) hour minimum call prior to "Half-hour" of an evening performance.] Any Musician required to perform at a sound check rehearsal shall be paid at the rates set forth below:

First Hour:

	3/12/12	3/11/13	3/10/14	3/9/15
Sidemician	\$23.29	\$23.97	\$24.65	\$25.33
Ass't Conductor	\$27.94	\$28.75	\$29.56	\$30.37
Conductor	\$34.92	\$35.94	\$36.96	\$37.98

First half-hour (or portion thereof) beyond First Hour:

	3/12/12	3/11/13	3/10/14	3/9/15
Sidemician	\$11.64	\$11.98	\$12.32	\$12.66
Ass't Conductor	\$13.98	\$14.39	\$14.80	\$15.21
Conductor	\$17.47	\$17.98	\$18.49	\$19.00

Second half-hour (or portion thereof) beyond First Hour:

	3/12/12	3/11/13	3/10/14	3/9/15
Sidemician	\$13.98	\$14.39	\$14.80	\$15.21
Ass't Conductor	\$16.77	\$17.26	\$17.75	\$18.24
Conductor	\$20.95	\$21.56	\$22.17	\$22.78

E. Effective August 19, 2002, a solo rehearsal pianist shall be paid the applicable rehearsal rate for Assistant Conductor.

F. CAST REHEARSAL PERIOD

Regardless of location, Musicians engaged to render services during the cast rehearsal process (up to and including the week prior to the first week the cast is on-stage in the

theater) shall receive the following base weekly salary for up to 40 hours of work in a given work week.

	<b>3/12/12</b>	<b>3/11/13</b>	<b>3/10/14</b>	<b>3/9/15</b>
Sidemuician	\$1,189.70	\$1,224.35	\$1,259.00	\$1,293.65
Ass't Conductor	\$1,487.11	\$1,530.42	\$1,573.73	\$1,617.04
Conductor	\$1,844.05	\$1,897.76	\$1,951.47	\$2,005.18

Overtime for any work beyond 40 hours in the week shall be paid at the rate of time and one half the hourly rate.

#### G. TECHNICAL REHEARSAL PERIOD

During the week of the first paid public performance and the week prior thereto, musicians engaged to render service in cast rehearsals, technical rehearsals, run-throughs, dress rehearsals, orchestra rehearsals and/or performances, etc. shall receive the weekly salary set forth in F. above for up to 40 hours of work in a given work week. Overtime for any time worked beyond 40 hours in the work week shall be paid at the rate of time and one half the hourly rate.

#### H. PER DIEM DURING REHEARSAL PERIODS

Per Diem shall not be paid to a musician during the cast or technical rehearsal periods unless the musician is rendering services more than 50 miles away from his/her home.

#### I. BREAKS DURING REHEARSAL PERIODS

There shall be a recess of one and one-half hours after a period of not more than five consecutive hours of rehearsal and/or performance combined. In addition, there shall be a break of five minutes after each 55 minutes of rehearsal or 10 minutes after each 80 minutes of rehearsal for each Musician. These break requirements are also applicable during technical rehearsals except for the last three days prior to the first preview. However, during that period, Producer shall use best efforts to comply with these requirements.

\*NOTE: The percentage calculations for "doubling" (see RULE 1-I.) also apply to above rates for doubling during rehearsals.

### **RULE 4: PENSION & HEALTH BENEFIT PLANS**

A. Employer agrees to contribute an amount equivalent to 11% of the minimum weekly salary (including doubles, but excluding rehearsal, overtime, vacation and/or any other payment or premium to which Musician may become entitled

under this Agreement) of each Musician to The American Federation of Musicians and Employers' Pension Fund (AFM-EPW for Canadian AFM members). Effective March 12, 2012, Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund ("the Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, which is incorporated herein by reference. Although the Employer's contribution rate shall remain at 11%, the Employer shall, pursuant to the rehabilitation plan, contribute at the rate of 11.99%. The additional .99% shall apply only to the extent required by the current Rehabilitation Plan. Contributions shall be remitted as set forth in Rule 29B.

- B. Effective March 12, 2012, for each Musician the Employer agrees to contribute \$126 weekly to the Musicians Local 802 Health Benefits Plan (HBP). Each contract anniversary date thereafter, the actuary shall determine whether any additional contribution is necessary to maintain current qualification levels under the HBP. If an increase is required, such increase may be up to \$5.00 per week, but in no event shall there be an increase greater than a maximum of \$5.00 per week in any one contract year. The contributions shall be made payable to the Local 802 HBP and shall be mailed to the Federation Touring Division (pursuant to Rule 29(B)), which shall forward those checks to the Plan Administrator. When taking receipt of such contributions, the Federation indemnifies, and holds the Employer harmless, for any liability arising out of the failure of the Federation to remit such amounts to the Funds, or failure to do so in a timely fashion.
- C. With respect to any show that originates or performs in a city other than New York City, and the AFM local in such other city (Los Angeles, Las Vegas e.g.) maintains a Health Benefit Plan and/or a Hospitalization Plan, the Employer agrees to make its contribution(s) to that particular Plan(s) on behalf of those Musicians who are members of the local. (see Appendix C) Any Musician who is a member of Local 10-208 shall have the same rights as a Musician who is not a member of a Local Union with a Health Benefits Plan and/or Hospitalization Plan, as set forth in Rule 4.D.

Effective March 12, 2012, a Musician may direct their Employer to withhold 1% of said Musician's wages to be remitted on an after-tax basis to the Musicians Local 802 Health Benefits Plan, or, where the Employer makes contributions to the Health Benefit Plan and/or Hospitalization Plan of another local pursuant to Rule 4.C, to that local's Health Benefit Plan and/or Hospitalization Plan in addition to the Employer's contribution due hereunder. The applicability of this provision is contingent upon the approval of the applicable Health Benefits Plan and/or Hospitalization Plan.

- D Any Musician who is not a member of a Local Union with a Health Benefits Plan or a Hospitalization Plan shall be entitled at his/her option either to be paid directly an amount of money equal to the applicable Employer contribution(s) or to direct his/her Employer to send the contribution(s) to the Local Union Plan(s) that he/she designates.
- E CANADIAN MUSICIANS: Furthermore, when a touring show utilizes Canadian Musicians, the applicable Health Benefits Plan contribution shall be paid directly to each Canadian Musician as an increment to salary and not to the fund.

**RULE 5: SICK PAY**

A musician shall earn one (1) day of paid sick leave after six (6) weeks of employment commencing with the first day of rehearsal (or four (4) weeks after the Musician joins the tour after the conclusion of the rehearsal period prior to the first public performance) and one (1) day thereafter for each eighteen (18) weeks of employment.

Up to three (3) days of unused sick leave shall be carried over from one tour year to the next. Any unused sick leave in excess of three (3) days that cannot be carried over shall be paid at fifty percent (50%) of the Musician's rate of pay.

**RULE 6: LOAD IN/LOAD OUT PAY**

Any keyboard player or percussionist who, at the request of the Producer, Conductor, or Company Manager, actually performs load in and/or load out duties on a single engagement shall be paid \$30 for each such service for each engagement on the tour in which those services are performed with a minimum payment of \$70 and a maximum payment of \$90 for each engagement.

**RULE 7: HOLIDAY PERFORMANCES**

In addition to a Musician's weekly contractual salary, holiday pay for Thanksgiving and Christmas will be paid at the rate of 1/16<sup>th</sup> of a Musician's weekly contractual salary for one (1) performance; if two (2) performances are rendered, 3/32<sup>nds</sup> of the weekly contractual salary shall be paid.

**Holiday Rate**

**(One Performance)**

	3/12/12	3/11/13	3/10/14	3/9/15
Sidemician	\$74.36	\$76.53	\$78.70	\$80.87
Ass't Conductor	\$92.95	\$95.66	\$98.37	\$101.08
Conductor	\$115.26	\$118.62	\$121.98	\$125.34

**(Two Performances)**

	3/12/12	3/11/13	3/10/14	3/9/15
Sideman	\$111.54	\$114.79	\$118.04	\$121.29
Ass't Conductor	\$139.42	\$143.48	\$147.54	\$151.60
Conductor	\$172.88	\$177.92	\$182.96	\$188.00

Note: Above tables are based on weekly minimum salary. Contractual salaries that exceed minimum should be computed separately.

**RULE 8: LAYOFFS**

- A. If a layoff of one day or more occurs between end of rehearsals, (if at a place other than the first play-date) and the beginning of a tour, and if during such layoff the Musician remains at a place other than the first play-date, the following rates shall be paid:

	3/12/12	3/11/13	3/10/14	3/9/15
Sideman	\$59.54	\$61.27	\$63.00	\$64.73
Ass't Conductor	\$72.29	\$74.40	\$76.51	\$78.62
Conductor	\$85.05	\$87.53	\$90.01	\$92.49

- B. During each such layoff day, the Company may, at its discretion, call a touch-up rehearsal of three (3) hours or less. The Musician will not engage in other employment during such layoff day without the consent of the Company. (SEE RULE 16B for conditions applicable when Musician is traveling during such interim layoff.)
- C. If Musician is required to be away from home, Musician will receive, in addition to rates paid during such layoff, out-of-town living expenses on a pro-rata basis.

**RULE 9: MORE FAVORABLE CONDITIONS**

The provisions of the Pamphlet do not preclude any Musician negotiating for and being paid wages and conditions more favorable than the minimum scales set forth herein.

**RULE 10: TERMINATION AND CLOSING NOTICE**

A. (1.) A Musician initially employed is considered to be in probation during twenty-one consecutive days, commencing with the first public performance of the show. He/she may be terminated at any time during his probation period by being paid one (1) week's wages plus transportation back to the place where he/she joined the show.

(2.) If after the expiration of a musicians' probationary period a musician's employment is terminated, notice of termination may be served, subject to the following procedures:

- a. Where the basis for the termination is insubordination, dishonesty, drunkenness, substance abuse, or any similar basis warranting summary dismissal, no notice or opportunity to correct shall be required, and the musician may be terminated. Notice of termination shall be sent to the Federation immediately. Within one (1) week of the notice of termination the Federation may demand a meeting with the Producer, or Producer's representative, and/or the Conductor, where appropriate, for the purpose of reviewing the matter. Such meeting shall be held as promptly as possible after the notice of termination is given, but in no even later than one week after demand for such meeting is made. If the Federation does not request a meeting within the timeframe provided for above, such right shall be deemed waived.
- b. In all other circumstances where a musician's employment is terminated, the Musician must have received a written warning of at least two (2) weeks prior to serving the notice of proposed termination, outlining the issues concerning his/her performance/employment, which warning must also be served upon the Federation.
  - i. Such written warning may be in the form of "notes" which are reduced to writing;
  - ii. The written warning (which may be or include "notes") shall be over the signature of the Producer, Director, Musical Director, Company Manager or other person with authority to terminate employment.
  - iii. Where termination is based, in whole or in part, on the individual's musicianship/artistic performance as a musician, notice of termination may not be served unless the Producer, Director, Musical Director, Musical Supervisor (and/or his designee) or other person with authority to terminate employment has seen the

Musician in performance within one month prior to the date of the notice of proposed termination.

- iv. The written warning shall specifically recite that the Musician has two (2) weeks to correct his alleged failures or deficiencies or he may be terminated. In the discretion of the Producer or the Producer's representative, musician's employment may be terminated after such two (2) week period, and the producer may serve upon the musician, with a copy to the federation, a notice of proposed termination.
  - v. Within one (1) week after the service of the notice of proposed termination, the Federation may demand a meeting with the Producer, or Producer's representative, and/or the Conductor, where appropriate, for the purpose of reviewing the matter. Such a meeting shall be held as promptly as possible after the notice of proposed termination is given, but in no event later than one (1) week after demand for such meeting is made. If the Federation does not request a meeting within the timeframe provided for above, such right shall be deemed waived.
- c. At the conclusion of this process outlined in this provision, the Musician may be terminated in the discretion of the Producer subject to the provisions of Rules 10B, 10C and 10D.
- B. NOTICE OF TERMINATION—If a Musician's employment continues beyond the twenty-one day period of probation, either the Company or the Musician is obliged to give three (3) weeks' written notice of termination thereafter.
- C. NOTICE OF TERMINATION AFTER ONE YEAR—Once a Musician has been employed on any engagement continuously for one (1) year, the Company and the Musician are both obliged to give four (4) weeks' written notice of termination.
- D. NOTICE OF TERMINATION TO AFM—In the event of a notice by either party, the Company agrees to notify the AFM President's Office.
- E. CLOSING NOTICE—Notwithstanding the above, the Company is obliged to give the Musician one (1) week's notice of a closing of the show, or payment in lieu thereof.
- F. LAYOFF DUE TO LOCAL MINIMUMS—Use of Local Musicians: See Rule 18C.

**RULE 11: PAYMENT / MINIMUM NUMBER OF SERVICES**

- A. The Company shall be entitled to use up to eight (8) services (performance or rehearsal) during any six (6) days out of seven (7) days of tour, for which a full week's wages will be paid.
- B. OPENING AND CLOSING WEEKS—Notwithstanding 11A, during the opening and closing week of a tour or the week prior to or following a layoff, the Musicians will be paid one-eighth (1/8<sup>th</sup>) of salary for each service (performance or rehearsal) rendered during such partial week. In addition, Musicians will receive 1/7<sup>th</sup> out-of town living expenses for each day.

**RULE 12: AFM APPROVAL OF TOUR CONTRACTS**

- A. The employment of a Musician for services on tour shall not be considered valid unless and until the AFM tour contract is submitted to and approved by the AFM President's Office.
- B. ITINERARIES— Prior to the commencement of any tour, the Producer shall provide the Federation with the name of the production and the tour itinerary, specifying both commencing date and closing date, if available.
- C. TERMINATION NOTICE—If no closing date is given in the contract or in the itinerary, the Musicians shall be entitled to one (1) week's termination notice of a closing of the show.

**RULE 13: CHANGE OF SCHEDULE**

The Company shall give at least twelve (12) hours' advance notice of any unscheduled or added service. Such notice shall be posted in a location convenient to the Musicians and shall state the location and time of the services to be rendered. If the engagement is to be in the same city for three (3) or more days, then the foregoing twelve (12) hour provision shall become twenty-four (24) hours. The AFM Tour Department will be notified of any emergency which necessitates a change in the twelve (12) hour or twenty-four (24)-hour provision.

**RULE 14: VACATION PAY**

- A. No vacation pay will be payable for any tour of less than four (4) weeks.
- B. Commencing with the fifth (5<sup>th</sup>) week of any tour, vacation pay will be paid to each Musician at the rate of 3½% of minimum weekly salary for Sideperson, Assistant Conductor or Conductor as the case may be.

C. **VACATION ACCRUAL**—A Musician shall be entitled to one (1) week vacation after completing six (6) months of cumulative service on any engagement; and, upon completing each additional six (6) months of cumulative service on that engagement, the Musicians shall be entitled to one (1) additional week vacation. Cumulative service shall include any period of time during which a Musician is involuntarily laid off pursuant to Rule 18 and on an involuntary leave of absence (e.g., disability) so long as any such layoff does not exceed six (6) months; cumulative service shall not include time off when a Musician is granted a voluntary leave of absence. The foregoing provision shall be subject to the following rules:

1. Before any Musician may commence a vacation, he/she must provide the Company written notice thirty (30) days in advance of the start of that vacation.
2. In addition, with respect to traveling orchestras of ten (10) or fewer Musicians, only one (1) Musician may be on vacation at any time. With respect to traveling orchestras of eleven (11) or more Musicians, only one (1) Musician per section and only one (1) leader or principal player and a maximum of two (2) Musicians may be on vacation at the same time.
3. Each Musician shall make every effort to schedule his/her vacation during engagements in a large city where a replacement is likely to be available. (In all cases the replacement's cost of transportation, if any, and pay shall be the Employer's responsibility).
4. During a foreign tour, a Musician may not take a vacation. (For purposes of determining eligibility for vacation pay, the Musician will receive credit for the time he/she spends on a foreign tour).

#### **RULE 15: BEREAVEMENT LEAVE**

Musicians shall be entitled to take up to three days of paid leave (one-eighth of a week's salary for each performance missed under this rule) in each employment year to attend the funeral(s) of a member of Musician's immediate family (spouses and spousal equivalents, domestic partners, parents, children, siblings, in-laws, grandparents and grandchildren). Musicians earning a weekly salary in excess of \$3000 shall be paid one-eighth of \$3000 for each performance missed under this Rule. The replacement Musician's cost of transportation, if any, and pay shall be the Producer's responsibility

**RULE 16: TOUR TRAVEL / PERFORMANCE CONDITIONS**

**A. DAYS OFF**

1. The manager agrees that after opening, there will be one (1) day off in each week free of performances and rehearsals. Such days off in each week shall be no further apart than twelve (12) consecutive performance days. For any performance beyond twelve (12) consecutive performance days without a day off, each Musician shall be paid  $2/8^{\text{ths}}$  of his/her weekly salary for each such performance. Travel to the next playing date, if necessary, will not constitute a breach of this paragraph requiring extra payment.

In addition, there shall be two (2) days free of rehearsal, performance and travel in every twenty-eight (28) days commencing with the first public paid performance of the tour. These two (2) free days shall not be in the same work-week. Management may require the Musician to travel on one of these free days by paying the Musician the following sum: \$100.00 for the first such event and \$100.00 for each subsequent event until the Musician receives a day free from all services and travel

2. **SERVICES ON ALL SEVEN DAYS IN WORK WEEK**—In any workweek after opening where work is required on all seven days, rehearsals (including rehearsals involving single Musicians) which occur on the first non-performance day of that workweek will be compensated at time and one half.

3. When a production changes its performance schedule to nine (9) performances in one week and seven (7) performances in a contiguous week, no additional compensation will be required for the ninth performance so long as: (i) the Musicians receive one day off (i.e., no services or travel) between the two weeks; (ii) on the first day after the second week there are no musical services, but travel shall be permitted; (iii) in the seven performance week, there shall be a cap of three orchestra rehearsals, one of which may be a sound check rehearsal (this cap shall not include rehearsals using only rehearsal pianists); and (iv) in the nine performance week, there shall be a cap of one orchestra rehearsal, which may be a sound check rehearsal (this cap shall not include rehearsals using only rehearsal pianists).

**B. BEFORE FIRST SERVICE AND AFTER LAST SERVICE**—Subject to the provisions of Rule 16Q, when the Company transports the Musician before the first service of a tour and after the final service of a tour, the Musicians will be paid at the rate of  $1/7^{\text{th}}$  of his/her weekly out-of town expenses, provided such travel days fall outside of the week contracted and paid for.

**C. ROUTE SHEETS**—The Company shall furnish the AFM and the Musicians' contractor/steward a route sheet (itinerary) that shall contain places of performances, mileage between cities and estimated hours of travel. Said itinerary

route sheet shall be submitted prior to the commencement of the tour. Subsequently developing itinerary route sheets shall be submitted to AFM and the contractor/steward as bookings are arranged. The Company Manager or his/her representative shall travel with the Company on the bus at all times.

- D. COMPANY ROUTING—The Musician shall travel with the Company by such routes as the Manager may direct.
- E. ALL TRANSPORTATION EMPLOYER-PROVIDED—All transportation shall be provided to the Musician, including transportation back to the city of origin, or to his/her home city if different from city of origin, the Musician having specified his/her home city to the Employer prior to his/her employment.
1. Should any performance be lost through unavoidable delays in travel, said lost performance shall be compensated for as though having been played.
  2. The Musicians may not travel by other means of transportation to designated engagements without Employer's permission, and the Company shall be under no liability for transportation payments in the event the Musician chooses to travel at a time or by a means other than that provided by the Company.
  3. Company Managers will provide each Musician the opportunity, upon seven days advance notice to the Company, to travel on the crew flight, provided that (i) the Musician waives any night travel and turnaround/swing/rest period provisions, and (ii) there is no additional cost to the Employer.
- F. EXCLUDED FROM TRAVEL TIME—Travel time shall not include time lost due to accidents on the road or other unforeseeable conditions, or time lost by inspections at state border crossings, or by going through Customs at International Borders.
- G. MEAL STOP—Within the first 4-hour travel period there shall be a meal stop of not less than one (1) hour. However, if arrival at the hotel can be reasonably made within the first five (5) hours, no meal stop will be required. After this first stop, meal stops shall occur at reasonable intervals not to exceed five (5) hours. If, however, the trip does not commence until after 12 noon, the first meal stop need not occur for five (5) hours. Actual time utilized for meal stops shall not be counted as part of travel time.
- H. NO MEAL STOP PENALTY—Failure to provide the required meal stop within travel period will result in the following penalty, per Musician, per hour or less.

3/12/12	3/11/13	3/10/14	3/9/15
\$21.62	\$22.25	\$22.88	\$23.51

- I. NIGHT TRAVEL—Night travel shall be deemed to be travel between the hours of 10:00 p.m. and 6:00 a.m. and shall be only by railroad Pullman sleeper accommodations except on application to AFM. Permission will not be unreasonably withheld for night travel by air. Application may be by telephone, facsimile or letter and after consultation with the Company. The confirmation form from AFM, if granted, must be in writing.
- J. REHEARSALS UPON ARRIVAL—The Musician shall not be required to rehearse until three (3) hours after arrival at hotel, except where additional local Musicians are required, or for cast or Musician replacements. When transportation is directly to the Musician's hotel and travel time does not exceed three (3) hours from point of departure, two (2) hours shall comprise the aforesaid rest period. If the foregoing 3-hour (or 2-hour) rest period is shortened by reason of late arrival, and if no local rehearsal, cast or Musician replacement is involved, the Musician shall be paid the sum of \$16.38 per hour or fraction, for each shortening.
- K. NO MEAL ON ARRIVAL PENALTY—There shall be no less than one (1) hour between the end of the previous performance (or arrival in town) and "half-hour". But, if a previous performance (or arrival in town) is less than one and one-half (1½) hours prior to "half-hour", the manager will arrange to serve a hot meal in the theatre at the expense of the management. If there is less than one (1) hour prior to "half-hour", then the manager shall pay the Musician \$10.00 in addition to the meal. In the event that such meal is not served by the Management, each Musician will be paid the following in lieu of food:

<b>3/12/12</b>	<b>3/11/13</b>	<b>3/10/14</b>	<b>3/9/15</b>
\$21.62	\$22.25	\$22.88	\$23.51

- L. BAGGAGE—The manager will reimburse the Musician for expenses incurred in transportation of personal luggage up to a maximum of fifteen dollars (\$15) for the tour. In addition the Manager shall either pick up the Musician's bulky instruments (not hand-carried) and transfer them to and from the station or theatre in the city of origin, or will reimburse the Musician for such transportation anywhere in the originating city up to \$15.60 each way. Such payments shall be made in the week said expense is incurred by the Musician.
- M. TRANSPORTATION OF BAGGAGE—The cost of baggage transportation not to exceed 200 pounds shall be borne by the manager. The cost of bulky instruments' transportation without limit as to weight, shall be borne by the Manager. (See BULKY INSTRUMENT Definition, Appendix A)
- N. WARDROBE TRUNKS—Producer shall not be required to transport Musicians' wardrobe trunk on tours on which a majority of the engagements are one week or less. However, Producer agrees to transport at least two (2) full size suitcases plus

two (2) pieces of hand luggage that fit in over-head luggage rack. On tours on which the majority of engagements are greater than one week, the Producer agrees to transport the Musician's trunk to his/her hotel during any stop of more than seven days provided the Musician elects to stay in official company housing or resides within 10 miles of the theatre.

O. AIR TRANSPORTATION (Applicable to tours within Continental United States and Canada).

1. The Musician shall not be compelled to travel by air without his/her written consent. Such written consent must be obtained by the time of hiring, and shall be binding for the duration of the Musician's employment.
2. If air travel is consented to by the Musician, it must be on FAA certified and scheduled first-class airlines, including chartered flights on such airlines and not on non-scheduled or private airlines.
3. . The Company may limit to 100 pounds the amount of baggage the musician may transport on the plane as checked baggage (50 pounds per bag for two bags). Any cost resulting from baggage being greater than 50 pounds per bag shall be borne by the musician. The cost of transporting the musician's instruments shall be borne by the Company.

If the Company limits baggage as set forth above, it shall provide one or more containers with a capacity of at least 100 pounds, or 300 pounds for National Tours with a majority of engagements of more than one week, for each musician's additional belongings, to be transported separately.

4. The Company agrees to reimburse the Musician for the premium cost of air travel insurance up to the amount of \$150,000, purchased by the Musician. In the event of a delay in travel, if the Musician is traveling other than first class, the Company agrees to pay such costs as are normally charged for by the airline for first-class passengers.

P. SHOW CLOSING AWAY FROM POINT OF ORGANIZATION—Should the Musician not return immediately to the Point of Organization or to his/her home city, the Company shall nevertheless be obligated to pay to the Musician the cost of transportation UNLESS the Company is able, by means of Group Transportation to effect a cost saving in the transportation of the entire orchestra (other than Musician going to his/her home city, different from the Point of Organization) and cast, in which event the Musician shall be obligated to accept such transportation in lieu of payment, or waive such payment.

Q. RETURN TO POINT OF ORGANIZATION—On the day of return to Point of Organization or Place of Engagement, Producer will pay Musician out-of-town expense money as follows:

1. If Musician arrives at the destination terminal at or before 2:00 p.m. (local time), Musician will receive ten percent (10%) of daily expense money reimbursements;
2. If a Musician arrives after 2:00 p.m., Musician will receive fifty percent (50%) of daily expense money reimbursement.
3. At the close of show the Producer will reimburse each Musician who is traveling with the Company for actual expenses up to a maximum of \$35.00 for ground transportation to return to his/her point of origination.

R. MUSICIAN’S NON-ACCEPTANCE OF EMPLOYER’S TRANSPORTATION  
In the event the Musician chooses not to accept the offered transportation by bus, the manager will pay the Musician tour expense money in lieu of all other transportation responsibility.

S. FIVE PERFORMANCES WITHIN THREE CONSECUTIVE DAYS—No more than five performances shall be given in any three consecutive days, unless the Musician is paid 2/8<sup>ths</sup> of his/her weekly salary for any performances in excess of five (5) in said three (3) consecutive days; and if six (6) performances are given in three days and two (2) or more performances are given on the following day, the Musician shall be paid 2/8<sup>ths</sup> of his/her weekly salary for each such performance. Six (6) performances may be given in three (3) consecutive days, provided one of these days is a day free of travel, and further this three (3) day period be followed by another day free of travel. These days off shall not be in addition to those required under Rule 15A.

T. RAIL TRANSPORTATION

1. DAY COACH LIMITS—Day coach transportation for the Company is limited to ten (10) hours. Night transportation shall include individual first-class sleeping accommodations. If the train schedule requires transportation in excess of ten (10) hours or extends after 10:00 p.m., the Musician shall be provided with a roomette or other first-class sleeping accommodation.
2. UNAVAILABILITY OF PULLMAN ACCOMMODATIONS—Should the Manager present satisfactory proof to AFM that Pullman sleeping accommodations were unobtainable, the Manager shall pay the Musician an amount equal to the cost of individual first-class sleeping accommodations only, excluding taxes and other excess charges. Failure to so provide shall obligate the Manager to pay the difference between the total cost of first-class

Pullman transportation, including first-class sleeping accommodations, taxes and other excess charges, and the amount of coach transportation.

U. TRANSPORTATION TIME—The Company shall submit to AFM a detailed routing of any proposed tour based on the following schedule of maximum hours per each day of travel:

Double/performance day	3 hours
Single/performance day	7 hours
Non-performance day	9 hours

V. OVERTIME TRAVEL within Continental United States and Canada. If the applicable travel time set forth in Rule 16U is exceeded, the Musician shall be paid the applicable sum set forth below for each hour or any part thereof of overtime travel up to two (2) hours of overtime. No more than two (2) hours of overtime travel shall be permitted unless AFM expressly consents. Alaska shall be excluded from this provision for the purposes of computing overtime travel. For each hour or fraction thereof of overtime travel after two (2) hours, each Musician shall be paid the applicable sum set forth below:

ALL MUSICIANS:

	<b>3/12/12</b>	<b>3/11/13</b>	<b>3/10/14</b>	<b>3/9/15</b>
Overtime Travel	\$16.07	\$16.54	\$17.01	\$17.48
Overtime Travel after 2 Hours	\$21.62	\$22.25	\$22.88	\$23.51

Payments of overtime amounts due shall be included with the salary payment of the week following the week during which the overtime travel occurred.

W. COMPUTATION OF TRAVEL TIME

1. Travel time is deemed to be consecutive and all layovers, except in case of bus travel and for airline delays beyond the producer's control, shall be a part of travel time.
2. Travel time shall commence and be computed from the time the bus is scheduled to leave. The Musicians will be prompt for all bus calls and shall make their baggage and instruments available for loading at the bus at least fifteen (15) minutes prior to the scheduled departure time.
3. If a Musician or actor is responsible for a delay at any time, such delay shall not be counted as part of the travel time of the Company. The Manager may, for the convenience of the Company, schedule a second pickup, in which

event travel time shall commence from the scheduled departure time from the second pickup.

4. Computation of travel time shall end upon arrival of the bus at the first hotel of the town or destination. However, upon arrival in town or destination, the time traveled from the last hotel to the theatre in excess of thirty (30) minutes shall be counted as part of travel time of the Company.
5. When a trip is made to a restaurant after arrival at the hotel and before arrival at theatre, then the total time traveled in returning from theatre to hotel shall be used to compute this excess.

See also Rule 16G (Meal Stops), Rule 16 F (Excluded From Travel Time), Rule 16X (Comfort Stops), Rule 15 EE(Lost Travel Time).

- X. COMFORT STOPS—There shall be a minimum of one (1) 10-minute comfort stop every two (2) hours of travel unless the bus has lavatory facilities. Such 10-minute comfort stops are counted as travel time, but any time past 10 minutes shall not be counted as part of the travel time.

Y. TRANSPORTATION TO AND FROM HOTELS

1. The bus, upon arriving at its destination, will first deliver the Company to their hotels. There will be a minimum of two (2) hotels at different price ranges made available to the Musician. In every case where the theatre is situated more than one-half mile from the hotel, the Producer will either provide or pay for transportation of the Musicians to the theatre and return to the hotel after the performances. Following the last evening performance each evening, the Producer will provide transportation to the hotel.
2. The bus shall leave the theatre when all Musicians are ready to be transported to the hotels. The time of the bus departure should not be later than 45 minutes after the final curtain. If the departure of the bus is delayed past 45 minutes by the Manager, the actual time of departure of the bus shall mark the beginning of the time for the required rest period.

Z. REST PERIOD

1. There shall be an eleven (11) hour rest period between the final curtain on any one (1) night and the bus call for the next day's travel. If conditions afford the Musicians less than eleven (11) hours as prescribed, then the Company shall pay the Musicians at the rate specified below, per person per hour or any part thereof, less than eleven (11) hours, except as in 4. below.

2. Time traveled after performance from theatre to the first hotel in excess of 20 minutes shall be added to the eleven (11) hour rest period.
3. In the case of consecutive days being completely devoted to travel with no performance, there shall be an interval of at least twelve (12) hours between the termination of one day's bus journey and the beginning of the following day's bus journey. If the twelve 12-hour interval is shortened, each Musician shall be paid the following sum per hour or fraction thereof for such shortening:

ALL MUSICIANS:

	<b>3/12/12</b>	<b>3/11/13</b>	<b>3/10/14</b>	<b>3/9/15</b>
11-Hour Penalty	\$16.07	\$16.54	\$17.01	\$17.48
12-Hour Penalty	\$21.62	\$22.25	\$22.88	\$23.51

4. If Air Travel is utilized, the Manager may apply to AFM for permission to reduce the rest period up to two (2) hours should it be necessary. Such permission shall not be unreasonably withheld.
- AA. AFTER CLOSING—After closing (Rules 16A-I, 16O, 16Q and will be in effect while returning to point of origin.
- BB. USE OF PUBLIC BUS—Where a public bus is used in an emergency or under other conditions with consent of the AFM, the charter bus provisions herein, severally, shall not apply.
- CC. ROUTING—Travel shall be limited to thirty-five (35) hours per week. Thereafter, overtime travel shall be in accordance with Rule 16V.
- DD. BUS LOG—The Company Manager will keep the bus log. In Company with the Equity Deputy, the Union Steward of the Musicians will initial the log daily, indicating only that he/she is aware of the figures entered. At the end of each week, the Company Manager will give a copy of the log to the AFM Union Steward, who will file a copy with the AFM along with his/her comments.
- EE. LOST TRAVEL TIME—Time lost due to traffic violations of the bus driver or bus, refueling or altering equipment on the bus to comply with comfort and safety regulations hereinafter specified, shall be computed as travel time.

FF. COMFORT AND SAFETY

1. The bus shall be equal in comfort, condition and safety to those used by first-class long distance bus companies.
2. The bus driver shall obey all traffic regulations and speed and safety rules of cities and states. The bus shall be in good mechanical condition and shall provide the following in good working order:
  - a. Air-conditioning; thirty-four (34) inches between seats (back to back in upright position);
  - b. adjustable footrests; in buses where wheelwells protrude into foot space, Management will use best efforts not to assign affected seat to Musician on a single seat basis;
  - c. heating; toilet facilities;
  - d. cold drinking water and paper cups;
  - e. reclining seats;
  - f. separate luggage quarters;
  - g. an operative speedometer at all times. If a speedometer malfunction is not repaired within five (5) business days, AFM may require a change of bus.
3. Should there be more than 2 bus breakdowns in a one-month period, AFM shall have right to require the Management to furnish a different bus.
4. The following services will be provided at no additional cost to the Musician:
  - a. Loading and unloading baggage and instruments onto or from the bus at least once a day;
  - b. delivering the bus at least ½ hour prior to departure times for luggage loading, cleaning windshields and windows;
  - c. scenery and physical props not to be transported in same vehicle transporting the Musicians (permission to travel these in small companies shall not be unreasonably withheld by AFM). An automatic exception to this rule may be made should there be a truck breakdown. The aforesaid conditions are to be made a part of the Manager's contract with the bus Company.

**RULE 17: MUSICAL INSTRUMENT INSURANCE**

The Company will provide insurance on the Musician's instrument(s) required for the production against loss or damage. In advance of tour, Musician must provide, for the insurance company, all information describing the instrument(s) to be covered and their value.

**RULE 18: LAYOFFS**

- A. Producer may schedule a total of 10 layoff weeks without salary in the course of each year counting from the first paid public performance as provided below. No layoff may be longer than four consecutive weeks.
1. Producer may schedule a total of six layoff weeks in which musicians shall not receive Out-of-Town Living Expense (per diem), and in which musicians shall not accrue sick leave or paid vacation during any such layoff, provided the following conditions are met:
    - a. The musicians are given written notice at least four weeks in advance of the anticipated layoff;
    - b. There shall be not less than four weeks' employment immediately prior to the layoff and at least two weeks' employment immediately following the layoff.
    - c. The Producer shall have confirmed bookings of not less than 10 consecutive weeks of employment before and/or after said layoff. In counting the required 10 weeks of employment, weeks of permitted layoffs shall be disregarded and any weeks of employment occurring between two permitted layoffs may be counted to satisfy the 10 week requirement for each layoff; and
    - d. Transportation is supplied as required by (5) below.
  2. The Producer may schedule up to an additional four weeks of layoffs in the course of a year provided the following conditions are met:
    - a. Musicians are paid not less than the applicable minimum Out-of-Town Living Expense (per diem) for each week of such layoff;
    - b. Musicians are given written notice at least two weeks in advance of the anticipated lay-off;

- c. Prior to taking any such lay-off the production must have accrued no less than four weeks of employment for each such lay-off week;
  - d. In the calendar year in which any such lay-off is used, the production must provide no less than two weeks of employment for each such lay-off week;
  - e. Health contributions are made during any such lay-off; and
  - f. Vacation and sick time will continue to accrue during any such lay-off.
3. Subject to Paragraphs B and C below, in no event may the number of lay-off weeks in any given year exceed 10 weeks.
  4. If a Producer does not provide at least one week of employment following a lay-off prior to the close of the production, Producer shall pay two weeks contractual salary in lieu thereof to each musician.
  5. In the event of a lay-off, Producer shall return musician to Point of Organization or to the musician's Place of Engagement, at the musician's option, and will thereafter transport musician to the next engagement, provided, however, that a musician may choose to travel independently. On the day of return to Point of Organization or Place of Engagement, the Producer will pay musician out-of-town Expense Money in accordance with Rule 16Q.
  6. If rehearsal is required after a lay-off, the Musician will be paid the applicable scales under Rule 3.
  7. This Rule will apply to a tour playing at its own Point of Organization for six months or longer during such engagement.
- B. ILLNESS OR DEATH OF STAR—If after the production has opened, the star shall die or shall be ill and a lay-off shall be taken as a result thereof, the following rules shall govern.
1. If the lay-off shall be followed by at least one week of employment:
    - a. For the first week of the lay-off, or any part thereof, if the musician is at Point of Organization or is returned to Point of Organization and no rehearsals are held, the musician's salary may be reduced to one-eighth of minimum for the first day lost and thereafter a per diem payment of one-seventh of the amount deemed to be the Out-of-Town Living Expense set forth in Rule 1(C). Rehearsals may, however, be called, in which event the musician shall receive minimum salary for said day of rehearsal and the balance of the week.

- b. For the second and third weeks of such lay-off, or any part thereof, the applicable minimum weekly salary plus out-of-town expenses shall be paid to each Musician whether or not the Musician is called to rehearsals. Thereafter, full salary shall be paid up to the time of resuming production.
- c. If the orchestra remains out of town during the first week of the lay-off, the applicable minimum salary plus out-of-town expenses shall be paid whether rehearsals are held or not.
- d. In the event that the Producer has secured insurance upon the star or featured player whose illness has prevented the continuation of performances and the Producer becomes entitled to and is paid insurance benefits pursuant thereto, the Producer agrees to assign pro-rata share of any recovery to the Federation to the extent necessary for the payment to the Musicians of full contractual salary during any weeks for which such benefits may be paid. Any such recovery and payment shall fulfill all the Producer's obligations to the Musicians resulting from such lay-off. It is understood that this paragraph does not require the Producer to secure such insurance.

Producer agrees to send to Federation a copy of the notice of claim filed with the insurer and, in advance of accepting an offer to settle, to advise in writing of any proposed settlement and then to consult with the President of the Federation. This consultation shall not deprive the Federation of its right to employ grievance and arbitration as set forth in this agreement.

- 2. If the lay-off shall not be followed immediately by at least one week's employment, each Musician shall receive (except as provided in (3) below) at least one week's contractual salary upon closing in addition to any payments received in accordance with (1) above.
- 3. Should the Producer, within 48 hours after the beginning of any lay-off of a company caused by such illness, furnish to the Federation a certificate of a physician approved by the Producer and the Federation that such illness will prevent the star or Musician playing a starring role from playing for three weeks, or should the Producer notify the Federation that said star or actor playing a starring role has died, the Producer may close the company forthwith without notice.
- 4. Transportation—When the company is laid off, the Musicians shall have the option of receiving a round-trip ticket to the Place of Engagement or Point of Organization and back to the city where the production will re-open or remaining in the city where the lay-off occurs.

- C. Additional lay-offs (i.e., layoff that shall be in addition to the ten weeks provided for in Rule 18A above) without salary, per diem or other compensation, shall be permitted when the Company chooses to employ a local union Musician(s) instead of Pamphlet B Musician(s) during an engagement in any venue. In any such circumstance, the status of any such Pamphlet B Musician(s) shall be that of an employee on lay-off (not an employee terminated pursuant to Rule 10) who shall be recalled after that particular engagement. However, this provision shall not affect a Company's right to terminate for any other reason (e.g. discipline) pursuant to Rule 10. The notice requirements in Rule 18A(1)(a) and the transportation provisions in 18A(5) (above) shall apply to the above-described layoff provision.

**RULE 19: GENERAL PAMPHLET CONDITIONS**

- A. SURETY BOND—Upon request by the AFM, Employer shall either make advance payment or post an acceptable surety Company bond, in a principal amount equal to not less than two (2) weeks' pay plus pension fund contributions for all Musicians engaged, unless other special arrangements are agreed upon.
- B. UNION STEWARD—The Federation shall designate a union steward to represent the Musicians employed in each touring theatrical production and shall notify the Producer in writing of that designated individual.

**RULE 20: UNION SECURITY**

- A. All Musicians shall be members in good standing of the American Federation of Musicians (AFL-CIO). However, if the employment is subject to the Labor-Management Relations Act, 1947, all Musicians who are members of AFM, when their employment commences hereunder shall be continued in such employment only so long as they continue such membership in good standing.
- B. All other Musicians, on or before the 30<sup>th</sup> day following the commencement of their employment, or the effective date of this agreement whichever is later, shall become and remain members in good standing of the AFM. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.
- C. UNION EMBLEM. The Employer agrees to include the emblem of the American Federation of Musicians in the program or Playbill and to insert the following caption beneath it:



“The Musicians, Conductors, Music Preparation Personnel and Librarians employed in this production are members of the American Federation of Musicians of the United States and Canada.”

**RULE 21: BYLAWS OF THE AFM**

To the extent permitted by applicable law, nothing shall ever be construed so as to interfere with any duty owing by any Musician performing hereunder to the AFM pursuant to its Bylaws, Regulations and Orders.

**RULE 22: GRIEVANCE AND ARBITRATION**

Section 1. A grievance is hereby defined as a dispute between the Union and a Producer signatory to the Agreement, or any employee covered by this Agreement, concerning the interpretation, application or administration of any provision of this Agreement. Any grievance that may arise under this Agreement shall be handled in the following manner:

STEP 1. The grievance shall be initiated, in writing, by the Union or an employee, or by Producer. If the grievance is initiated by an employee, it shall be submitted to the President of the Union as set forth below. The grievance shall be discussed between a representative of the Union and a representative of the Producer involved who has the authority to act.

Any grievance which is filed by the Union with the Producer involved more than ninety (90) calendar days after the date on which the reason for the grievance occurred shall be considered untimely and shall not be processed. Any grievance which is brought by any employee covered by this Agreement must be submitted, in writing, to the President of the Union within forty-five (45) calendar days after the date on which the reason for the grievance occurred, and unless such grievance is timely filed, in writing, with the President of the Union within forty-five (45) calendar days after the date on which the reason for the grievance occurred, it shall be considered untimely and shall not be processed.

STEP 2. Should any grievance not be resolved in STEP 1, then the grievance may be submitted by the Union, the Producer, or both, to a permanent Grievance Committee, consisting of three (3) members appointed by The League or Disney, and three (3) members appointed by the Union. The Grievance Committee shall meet when requested by the Union, the League/Disney or a Producer involved in a grievance.

It shall be the function of the Grievance Committee to attempt to resolve any dispute involving the application, interpretation, or administration of any provision of the Agreement which is presented to it by a request to meet. Any decision made by the Grievance Committee shall be permanently recorded, final and binding on both parties and uniformly applied by the Union and all Producers subject to this Agreement.

STEP 3. In the event the committee cannot resolve a grievance within forty-eight (48) hours from the beginning of its meeting thereon, either the Producer involved in the dispute or the Union, (but only the Producer involved or the Union) may submit the matter to arbitration by written notice to the other party. Within seven (7) calendar days after said notice of arbitration is given, the Producer involved and the Union shall attempt to appoint a mutually acceptable arbitrator to hear and determine the dispute. If either the Producer involved or the Union fails or refuses to cooperate in appointing an arbitrator within said seven (7) calendar day period, or if the parties are unable to agree upon an arbitrator within said period, either the Producer involved or the Union may apply to the American Arbitration Association, hereinafter called AAA, for a list of seven (7) arbitrators. The arbitrator shall be chosen from said list within seven (7) calendar days after receipt of said list by each party alternately striking names until one (1) name remains. The arbitrator so chosen shall hear and determine the dispute thirty (30) days from the date of his/her appointment, if possible, and the parties shall cooperate in every way necessary to assist the arbitrator in facilitating the disposition of the matter.

It is understood and agreed that if either the Producer or the Union fails or refuses to cooperate in selecting an arbitrator from the list submitted by the AAA in strict compliance with the procedure set forth above, the other party may unilaterally select an arbitrator from said list, and, provided that written notice of such selection and the date, time and place of hearing is given to the refusing party, said arbitrator, even though unilaterally selected, is hereby granted the authority to hear and determine the dispute and his/her decision shall be final and binding as if both parties had participated fully as allowed hereunder whether or not one of them fails to do so.

Section 2. The fee and expense of any arbitration proceeding shall be shared equally by the Producer involved and the Union and the arbitrator's decision shall be final and binding on all parties.

Section 3. It is understood and agreed that in the event the arbitrator decides that the Producer involved or the Union has violated any of the provisions of this Agreement, the arbitrator may prescribe any relief which he deems appropriate, including damages and injunctive relief or a cease and desist or other nature. Either party may seek appropriate judicial relief to enforce the ruling of the arbitrator.

**RULE 23: ACCESS OF AFM REPRESENTATIVES**

Representatives of the AFM local in whose jurisdiction the Musicians shall perform hereunder, shall have access to the place of performance for the purpose of conferring with the Musicians.

**RULE 24: LOCAL MINIMUMS**

- A. Upon expiration of any local agreement in effect on January 29, 1992 where there is an existing minimum number of musicians contained therein, the Local Union may continue to set minimums in collective bargaining provided that those minimums shall not exceed sixteen (16) Local Union Musicians for Pamphlet B Touring Theatrical Musicals, subject to Paragraphs B. - E. below.
- B. For engagements of one (1) week or less, local minimums will not apply to tours that are traveling under Pamphlet B except that when local augmentation is required, local Musicians shall be employed.
- C. For engagements of more than one (1) week and up to six (6) weeks, no local agreement shall require the engagement of more local musicians than called for by the specific Pamphlet B production, minus up to five (5) Musicians traveling under this Agreement.
- D. For engagements of more than six (6) weeks, no local agreement shall require the engagement of more local musicians than called for by the specific Pamphlet B production, minus up to three (3) Musicians traveling under this Agreement.
- E. The Federation President or his/her designee, in consultation with the producer, shall establish whether the Musicians are an integral part of the show and, if so, the show shall be classified as a self-contained unit, e.g., "Bring in Da Noise, Bring in Da Funk" and "Best Little Whorehouse in Texas". In each case, local minimums shall not apply. In the event that agreement cannot be reached on this matter, the parties shall submit the dispute to final and binding expedited arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. (The Parties to this Agreement shall name two mutually agreeable individuals as arbitrators with the further provision that all hearings shall be held and decisions rendered by the arbitrator no more than thirty (30) days after the parties have failed to reach an agreement). In applying this provision, the Federation President and/or his/her designated representative shall determine on a case by case basis whether to grant requests from a Producer to count (i) a Musician(s) playing a special, unique instrument(s) (e.g., African percussion or Asian flute), and/or (ii) to deem one or more Musicians, but not the entire complement of Musicians, to be an integral part of the show (i.e., that the Musician(s) constitute a self-contained sub unit), and thus to count such

Musician(s) as a credit against any local union minimum that would apply to subparagraph C or D above. The Federation President shall act expeditiously on any such request and shall not unreasonably withhold approval. The decision of the Federation President shall be subject to the final and binding expedited arbitration provision set forth in subparagraph C above.

- F. The provisions of Paragraphs C and D above have been entered into on an experimental basis and, after review by the parties of the experience hereunder, shall be subject to negotiations between the parties in the next round of bargaining.

## **RULE 25: ELECTRONIC MEDIA**

A. Except as provided for in Sections B and C below, no performance or rehearsal during the tour shall be recorded, reproduced or transmitted from the place of performance in any manner or by any means whatsoever, in the absence of a prior written agreement with the AFM specifically relating to and permitting such recording, reproduction or transmission.

B. Portions of a performance and/or rehearsal may be filmed, or recorded for a news or magazine type program provided that no more than three (3) minutes of said performance or rehearsal shall be broadcast in any thirty (30) minute period. The time in which such performance or rehearsal is recorded shall be limited to one-half hour. No other use shall be made of such recordings or photographs.

### **C. CAPTURE/RECORDING AND USE FOR PROMOTIONAL AND PUBLICITY PURPOSES AND MEDIA FEE**

1. CAPTURE: The following capture by the producer is encompassed by the media payment described below and/or consistent with current practice:
  - (a) Unlimited capture of the entirety or any portion of performances, promotional or publicity events.
  - (b) Prior to official opening, capture of rehearsals, an average of a half-day per week, up to 3 days in any one week. After official opening, capture of rehearsals up to 3 full days or 6 half-days per year. A half-day is up to four contiguous hours.
  - (c) In accordance with current practice, interviews and capture of other non-performance footage shall be voluntary and shall not require payment.
  - (d) All capture requires 24 hours notice to the orchestra and AFM. This does not affect existing substitution rights.

- (e) These rights and limitations to capture footage apply to the Producer (or third party hired directly by the Producer to do so on its behalf) and not to outside companies. Outside companies will follow and agree to be bound by the existing news rules, as provided in Rule 25 B set forth above, for capture covered by this agreement.
  - (f) Producer's goal in any and all promotion and publicity, including use of captured material, is to portray the show, including the musicians, in the most favorable light. Producer will provide footage and permit its use consistent with that intent.
2. USE: The following uses are encompassed by the media payment and/or consistent with current practice:
- (a) Material captured under this agreement and material captured previously may be used for promotional and publicity purposes only. Such material may not be used for purposes of discipline; teaching or as a replacement for rehearsal. However, these materials may be viewed by producer and creative teams (including stage manager, dance captain), for use in perpetuity for any AFM production by that original producer (as that term is understood and applied in the Industry).
  - (b) Subject to the time limits set forth in sub-paragraph d below, captured material may be used for promotional and publicity purposes:
    - (i) in news, current affairs, documentary, informational, talk (including B-roll use without interview) and entertainment programs, opening night specials and for promoting the Tony Awards;
    - (ii) through the following delivery platforms and any substantially similar delivery platforms currently available and as they evolve: broadcast and cable television, websites (including third-party hosting sites and pages on which tickets are sold), podcasts, wallpaper, video e-blasts, presenter displays to promote tours, mobile marketing, movie trailers, "bonus material" on DVD, video billboards, in-flight video, in-house hotel video, educational video, tour bus videos, sales kiosk videos, in-store videos, lobby loops, groups sales videos and corporate videos.
  - (c) Producer may request that a musician perform new material for webisodes and mobisodes and shall pay according to the appropriate rehearsal schedule. All other material used, e.g., B roll from performances, rehearsals or interviews shall be a permitted promotional use and require no additional payment.

- (d) (i) For broadcast and cable (including documentaries for broadcast and cable) up to 15 minutes of captured footage of rehearsals and performances may be used per distribution point at any one time and the producer may change or authorize the change of this footage as often as the producer may wish, as long as no distribution point contains more than 15 minutes of this captured footage. Episodes of a television program or an individual show website are examples of distribution points. There is no restriction on the use of other captured material (e.g., non-performance activities and interviews) on broadcast and cable.
- (ii) For all other delivery platforms, e.g., websites, mobile phones, “industrial” uses and other outlets, up to 15 minutes of captured footage of dress rehearsals and performances may be used at any one time (individual website defined as entire site, not page) and the producer may change or authorize the change of this footage as often as the producer may wish, as long as no distribution point contains more than 15 minutes of this captured footage. Other than for dress rehearsals and performances, there is no restriction on the use of captured material in any of these delivery platforms for promotional or publicity purposes.
- (e) Subject to the time limits set forth in sub-paragraph d above, an entire number or scene may be used.
- (f) Cast albums. The media payment includes the use of cast album beds for any promotional purpose (as described above), including underscore for TV or radio commercials of the show or the theatrical industry (except as otherwise provided in paragraph 3(h) below.
- (g) The original producer may use captured materials in perpetuity for any AFM production produced by that producer. If the original producer licenses the show for production under an AFM agreement, that producer may not license the captured materials for promotional and publicity purposes for that production until the union receives notice and reaches agreement as to an additional payment to each musician for the license of such captured materials.
- (h) Captured material may not be used to promote a non-AFM production. Captured material used on out of town presenter websites that promote the entire season and also feature material promoting non-AFM productions shall indicate the musicians in the captured materials are represented by AFM.

- (i) AFM, the League, Disney and non-profit entities that promote the theatrical industry (e.g., ATW, TDF, NYC & co. and similar travel and tourism bureaus) may obtain and use captured material from any production (including closed productions) for purposes of promoting and branding AFM, the League, Disney and the industry.
- (j) If the captured material is being used to promote or publicize a different production, the production it represents will be identified.

### 3. USES FOR WHICH PAYMENT CONTINUES TO BE REQUIRED

- (a) Live TV promotional or publicity performance, Tony Awards Ceremony, Thanksgiving Day Parade, Today Show, etc. shall be paid pursuant to the applicable AFM agreement(s). Similarly, if Broadway on Broadway (BOB) or Broadway Under the Stars are televised, they shall be paid under the applicable AFM agreement(s), as they have in the past. Such materials may also be used by producer pursuant to paragraphs 2) b and 2) d above.
- (b) Performances on reality programs if that performance is covered by a collective bargaining agreement for that reality program. No payment for promotional use of captured material from a running production under an AFM agreement.
- (c) Documentaries/“making of” shows by outside production companies, except for use of material as permitted in 2) b and 2) d above.
- (d) Broadcast of entire show in any medium.
- (e) Music videos and infomercials, except no payment for use of material as permitted in 2) b and 2) d above.
- (f) A producer who receives revenue in exchange for allowing captured material to be used shall negotiate appropriate compensation with AFM.
- (g) For new and additional performances – live television performances, rehearsal of new material for live promotional events and recording cast albums, any applicable AFM rates shall apply, (e.g., AFM Videotape Agreement for Network Television performances). Also, where the vocals are wiped from a music track for use of the instrumental to accompany live performances of actors in another media, payment would be due for this incomplete track pursuant to any applicable AFM agreement.
- (h) Musicians shall be paid the appropriate session and use fees for television and radio commercials as per the AFM Commercial Announcement Agreement in the event 1) the musician appears on camera for a

commercial (even if cast album tracks are used); 2) b-roll or other captured material is used to create a commercial without a recording session; and/or 3) if a separate session is called to create a radio or television commercial and the musician(s) play at the recording session. Commercials may thereafter be utilized as promotional material in other media subject to paragraphs 2) b and 2) d above without additional payment.

4. MISCELLANEOUS:

- (a) No material captured under this agreement may be used during any work stoppage or labor dispute as part of a live performance. This prohibition shall survive this and any successor agreement, and any violation thereof is acknowledged to cause irreparable harm.
- (b) The League, Disney and AFM will establish a Joint Media Committee (“Committee”):
  - (i) The Committee will have six members: three appointed by AFM and three by the League/Disney.
  - (ii) The Committee shall meet as needed at the call of AFM or the League/Disney.
  - (iii) The Committee shall hear and determine disputes regarding coverage, administration or alleged breaches of the media agreement, and such other related matters as are brought before the Committee.
  - (iv) AFM and League/Disney members shall each vote as a block, and a majority shall be required to render a decision.
  - (v) If the Committee renders a decision it shall be binding on the parties. If the Committee is unable to render a decision the matter may be referred to arbitration in accordance with the grievance procedure, it being understood that any time limitations shall be suspended once the Committee mechanism has been invoked.
- (c) These provisions concerning media use for promotional purposes (“media terms”) shall survive expiration of the collective bargaining agreement and continue for as long as the current media terms with Equity are in effect. If the Equity media terms are no longer in effect and/or the Equity media fee ceases, the media fee in paragraph 5) below shall also cease, and the terms governing media use for promotional purposes in the 2005 – 2009 CBA shall be restored until this CBA expires. In the event the

League/Disney and Equity consider changes to their media terms, the League/Disney shall notify AFM for the purpose of reopening these media terms. The reopener will terminate if Equity and the League/Disney fail to modify their media terms. It is understood that the parties do not intend for the reopener to apply to changes in Equity media terms linked to or based on agreements reached concerning other provisions of the League/Disney/Equity agreement. There shall be no strike or lockout in connection with this reopener.

- (d) Producers who have previously negotiated separate understandings or buyouts shall preserve such additional rights secured under such understandings or buyouts.
- (e) Dramatic productions with music may elect to use this media agreement or continue to operate under the provisions set forth in the current collective bargaining agreement. Any such election shall be retroactive to the first service for which the media payment would have been due.
- (f) The Producers recognize the value of musicians' contribution to the production and will consider including live musicians in captured footage used to promote the production, it being understood that the decision shall be exclusive to the Producer.
- (g) Where the Producer elects not to produce a cast album and records material from the sound board or by other means that is essentially a cast album and thereafter provides such material to a theatrical rental house for its use, each musician shall receive a one time fee of five hundred dollars. For music copying, including supervision, an aggregate payment of one thousand dollars shall be made to be divided proportionately among the copyists who performed services for the production. This is not intended to effect musicians' rights to payment otherwise due in the event a cast album equivalent is created through such means and sold as a cast album.
- (h) The Producer shall facilitate the union's recordkeeping by providing access to payroll records in the event that future payments are required for the use of captured material.

5. MEDIA FEE:

- (a) The media fee set forth below shall be in lieu of any payments heretofore required by the CBA for the use of captured material in accordance with the limitations and purposes set forth herein.
- (b) The media fee shall be two (2) percent of the applicable minimum scale for a side musician exclusive of any other premiums such as doubles. The

media fee shall be paid to each musician chair commencing with the first full orchestra rehearsal and for the duration of the show.

(c) No payment shall be required for orchestrators.

**RULE 26: NO STRIKE/NO LOCKOUT**

- A. The union, its agents and/or the Musicians covered by this Agreement shall not instigate, promote, sponsor, support, engage in or condone any strike, slowdown, sympathy strike, or full or partial work stoppage against any Employer. In the event that any Musician and/or group of Musicians covered by this Agreement engages in any activity prohibited by this Rule, the Union agrees upon written notification by the Employer or the League, to take all reasonable actions to stop such activity and to cause such Musician or group of Musicians to cease such activity and to resume work immediately. The Employer shall have the right to discipline any Musician who violates this Rule.
- B. The Employer agrees not to engage in any lockout during the term of this Agreement.
- C. Thirty (30) days before the first scheduled service in any city for each show employing Pamphlet B Musicians or as soon thereafter as it knows that notice is required, the Federation shall notify the League/Disney in writing (with a copy to the Producer) of: (i) any existing labor dispute (e.g. strike, work stoppage, picketing) or (ii) any potential labor dispute of which the Federation is aware between a local union and the Employer for the venue in which the Pamphlet B engagement is scheduled to take place.

**RULE 27: ANTI DISCRIMINATION**

The Company and the Federation agree to comply with all federal and state, and Canadian anti-discrimination laws to extent applicable.

**RULE 28: AFM/FEDERATION**

"AF of M", and "Federation" when used herein refer to the American Federation of Musicians of the United States and Canada, which the Company recognizes hereunder as the exclusive bargaining agent for persons employed as instrumental Musicians, conductors, assistant conductors, arrangers, orchestrators, copyists, and librarians.

**RULE 29: AFM & EP FUND CONTRIBUTIONS AND REGULATIONS  
APPLICABLE TO ALL OF THE FOREGOING ENGAGEMENTS**

- A. With respect to all services covered by this Pamphlet, a pension contribution is required in accordance with the detailed provisions set forth in RULE 4.

- B. Employer shall transmit all Pension, Health and Welfare payments and Work Dues through the Federation's Touring Division which shall be responsible for forwarding those payments to the AFM-EP Fund, applicable Health and Welfare Funds, and Work Dues together with the appropriate forms prescribed by the funds properly filled out.
- C. It shall be the duty of the Employer to transmit such contributions as aforesaid within fourteen (14) calendar days after the close of each week of an engagement.
- D. The Employer shall cause the filing of, with the aforesaid AFM & EP Fund and the appropriately assigned Welfare Fund at least ten (10) days before a tour is to be started or an engagement is to be played, whichever is earlier, a copy of the contract or contracts covering complete tour contracted, a copy of each statement required to be submitted to each local union in whose jurisdiction an engagement is to be played, and a tour itinerary. The contract or statements, for purposes of reporting to the AFM & EP Fund and appropriately assigned Welfare Fund(s), shall contain a listing of the names of each member for whom pension contributions shall be paid, his/her Social Security number, his/her local union membership and the scale wage to be paid. For members of locals in Canada, there shall be substituted for the Social Security number, a Canadian Social Insurance number.
- E. The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, and by the agreement and Declaration of Trust, dated April 9, 1962, as amended, relating to the AFM & EP Fund and appropriately assigned Welfare Fund.

**RULE 30: DUES CHECK-OFF**

The Employer agrees to and will deduct from the wages of each Musician covered by this agreement, for and on account of union membership those dues known as Work Dues in such amounts as are uniformly required by the Union of all its members; provided, however, that no deduction shall be made unless Musician shall have signed a written authorization of the deductions, which shall not be irrevocable for a period of more than one (1) year or beyond the termination of this agreement, whichever occurs sooner. It is agreed that the Union will advise the Employer of the dues to be deducted prior to the start of the engagement. Within fifteen (15) days after such deductions are made, the Employer shall remit to the Union the total amount of all deductions made, together with a statement of the names of the Musicians on whose account the deductions were made. The Union shall be responsible for apportioning and remitting any and all such dues received from the Employer to its affiliated local unions in whose jurisdiction services under this agreement were performed.

**RULE 31: INDIVIDUAL EMPLOYMENT CONTRACTS**

- A. In addition to employment of Musicians under terms and conditions as set forth herein, it is agreed that Producer and Musicians may enter into individual contracts. A copy of said contract is exhibited herein and, promptly upon being signed by an individual Musician, that contract shall be filed by the Employer with the Federation’s Touring Division. The parties to an individual employment contract shall not agree to any individual term or condition that would violate any minimum requirement of the collective bargaining agreement.
- B. The Standard Form Individual Employment Contract (Addendum 1 to the collective bargaining agreement standard form) shall include spaces wherein the Producer shall insert the applicable dollar figure for the weekly minimum and out-of-town living expenses provided under the collective bargaining agreement.
- C. A copy of said contract is exhibited herein and must be filed with and approved by AFM.

**RULE 32: OVERSEAS RIDER**

Employment of Musicians on overseas engagements is subject to terms and conditions set forth in Overseas Rider, same exhibited herein and to be filed with and approved by AFM.

**RULE 33: COMMITTEE**

A Contact Administration Committee consisting of two (2) representatives of each party shall be established for the purpose of incorporating the provisions of this negotiation into a collective bargaining agreement and making whatever other language changes that may be agreed upon to help insure that the parties can most effectively understand and apply its provisions.

**American Federation of Musicians  
Full Pamphlet B  
Individual Employment Contract**

1. This Agreement is entered into the \_\_\_\_\_ day in the year \_\_\_\_\_, between the undersigned Producer and \_\_\_\_\_ Musician for the production of:

\_\_\_\_\_  
rehearsal to begin on or about \_\_\_\_\_, the opening date shall be on or about:\_\_\_\_\_.

2. This Agreement is subject to and incorporates all terms and conditions of *Pamphlet B - Touring Theatrical Musicals*, the Collective Bargaining Agreement between the American Federation of Musicians and The Broadway League and Buena Vista Theatrical Group, Ltd. d/b/a Disney Theatrical Productions; effective March 12, 2012 or its successor Agreement, and binds the undersigned Producer/Production Company to its terms for the duration of said Agreement.

3. For the basic services rendered as stipulated in Pamphlet B, the Producer/Productions Company agrees to compensate you as follows:

- a. Weekly Salary:\$\_\_\_\_\_(including \_\_\_\_\_doubles).
- b. Per Diem: \$\_\_\_\_\_per day when performing away from the production's city of origin.

**MINIMUMS**

Salary

	<b>03/12/12</b>	<b>03/11/13</b>	<b>03/10/14</b>	<b>03/9/15</b>
Sidemician	\$1,189.70	\$1,224.35	\$1,259.00	\$1,293.65
Ass't Conductor	\$1,487.11	\$1,530.42	\$1,573.73	\$1,617.04
Conductor	\$1,844.05	\$1,897.76	\$1,951.47	\$2,005.18

Out of Town Living Expense

For all engagements in San Francisco and New York, and for engagements of less than four weeks in Boston, Chicago, Los Angeles, Philadelphia, Toronto and Washington, D.C:

<b>Effective Date</b>	<b>Per Diem</b>
9/26/11	\$896/week (\$128 per diem)
10/1/12	\$910/week (\$130 per diem)
9/30/13	\$924/week (\$132per diem)
9/29/14	\$938/week (\$134/ per diem)

For all engagements not covered above:

<b>Effective Date</b>	<b>Per Diem</b>
9/26/11	\$854/week (\$122 per diem)
10/1/12	\$868/week (\$124 per diem)
9/30/13	\$882/week (\$126 per diem)
9/29/14	\$896/week (\$128 per diem)

(see Rule 1.C of Pamphlet B for full details)

4. Additional terms:

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Accepted:

Employee

Employer

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

SSN \_\_\_\_\_

FID/FEIN \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PAMPHLET B - APPROVED RIDER FOR OVERSEAS TOURS**

MUSICIAN \_\_\_\_\_ DATE \_\_\_\_\_

PRODUCTION \_\_\_\_\_

1. Musician agrees to accept, and Producer agrees to pay up to the equivalent of \$ \_\_\_\_\_ in local currency as part of the Musician's compensation. Should the Musician request, Producer will arrange for banking in the United States a portion of the Musician's salary agreed upon between Musician and Producer.

The calculation of the amount to be paid the Musician in local currency will be based on the bank rate on the day payment is made. No later than five (5) days prior to the production's final performance in the foreign country, the Producer will ensure that the Musician has an opportunity to convert local currency monies to American dollars.

2. The Producer agrees that he/she will take all necessary steps to facilitate the Musician's obtaining all passports and visas, and necessary inoculations and pay all costs of obtaining same except the cost of passports; and will obtain and pay for any and all working permits, labor permits, entrance fees, foreign union initiation fees and dues, if any and any and all other charges of a similar nature which might be placed upon the Musician by reason of Musician's rehearsal and/or performance outside of the United States or Canada. If the Musician is unable to obtain a work permit, visa or passport twenty-one (21) business days after written notification (copy to AFM) of the overseas engagement from the Producer, the Producer has a right to terminate the contract.

3. TRANSPORTATION

(A) The Musician agrees to travel by air transportation. Air travel must be on government-regulated airlines and scheduled first-class airlines, including chartered flights on such airlines and not on non-scheduled or private airlines. Producer shall provide, at no cost to the Musician, round-trip transportation.

(B) In a multi-class trip, first-class, Business Class, or Tourist (Economy) Class are acceptable.

(C) All rail transportation must be first class. Night travel must include provision of sleeper accommodations. However, travel on the so-called bullet train in Japan may be reserved seat class.

- (D) Motor coach must be first-class as defined by the custom in that country, and subject to the Bus Rules of the applicable AFM Agreement to the extent the custom in that country allows.
- (E) Night Travel. For international travel, Rules 16I and 16U shall be waived.
- (F) Travel Hours. Restrictions on travel hours, per Rules 16F, 16G and 16H shall be waived. It is agreed that the Musician, upon arrival, will be immediately transported to his/her lodging. The Musician's twelve (12) hour rest period shall be extended by no fewer than two (2) times the amount of time over the hours provided in Rule 16Z (1-4). In no event shall such rest period be fewer than twenty-four (24) hours. In the event the production requires a rehearsal, photo or press call which will invade this rest period, it is agreed that this call will not be made until 24 hours from the time of arrival at the Musician's hotel. The first call will be no more than four (4) hours in length followed by a twelve (12) hour rest period thereafter. The Musician will be entitled to one additional vacation day (to be used in accordance with Rule 14, Vacation Pay) in the event of such a call.
- (G) The Producer will submit to the AFM a schedule of the route and type of transportation and name of "Carrier" prior to the Company's departure from the United States/Canada, and will keep the AFM informed of any changes or additions to the itinerary.
4. When the Producer secures lodging for the Musician which is not within safe and reasonable walking distance (not more than one-quarter [ $\frac{1}{4}$ ] mile) of the theatre and where no public transportation (not including private vehicles for hire) operates at the hours necessary for the Musician to get to and from the theatre, the Producer must provide transportation. Such transportation must enable the Musician to arrive at the theatre no earlier than one-half ( $\frac{1}{2}$ ) hour before the scheduled curtain and to leave the theatre within one-half ( $\frac{1}{2}$ ) hour of the final curtain.
5. The producer agrees to purchase Travel Insurance in the amount of \$150,000.00 for each Musician.
6. **BAGGAGE.**
- (A) The Producer is responsible for transporting the Musician's luggage per the Collective Bargaining Agreement (Pamphlet B) provisions, except that when traveling by air, the Musicians agrees to carry baggage not to exceed the amount permitted to be carried without charge by the airline's Published International Tariff. In the event the Musician's baggage exceeds this amount, the Musician agrees to be responsible for payment for transporting excess

baggage. Rehearsal clothes and make-up kits shall not be included in this limitation, but may be traveled with the scenery.

In the event that the tour requires travel from one climate to another which necessitates a change in clothing, or if the tour extends beyond six (6) months, the Producer agrees that, upon sufficient notice from the Musician, Producer will arrange and pay for the Musician's exchange of clothing by air freight between New York City or the Musician's place of residence and place where the Company is playing. Such exchange will be effected at one time for all Musicians desirous of such exchange.

(B) The Company will provide insurance on the Musician's instrument(s) required for the production against loss or damage.

7. Producer shall be responsible for arranging lodging in a first class hotel. A first class hotel shall be defined as one which provides valet services, and in which each room has a private telephone and bathroom. When such arrangements are made by the Producer, the Producer agrees that the cost to the Musician in the first year of the Production Contract shall in no event exceed Thirty-Five Dollars (\$35.00) per day if the Musician's salary is under \$1,400.00 for each subsequent year of the Contract, the per diem cap will increase by One Dollar (\$1.00) per year and the salary cap by Twenty-Five Dollars (\$25.00) per year. It is understood that Musicians who earn in excess of \$1,400.00 (or cut-off for that year) who choose to stay at the hotel chosen by the Producer will not be charged a higher rate than that charged the other Musicians. However, when the Musicians are in Japan, the Producer shall provide lodging in a first class hotel at no cost to the Musician.

8. RETURN TRANSPORTATION.

(A) The Producer will provide the Musician with return transportation pursuant to Rule 16P of Pamphlet B—Touring Theatrical Musicals. If the Musician elects to return at a time or means other than that provided by the Producer, the Musician understands that reimbursement for the Musician's transportation will be \$\_\_\_\_\_ which is the value of the return ticket.

(B) Should the return transportation which is provided by the Producer at the termination of the engagement be delayed, the Producer shall be obligated to pay out-of-town expense money for the first four (4) days until transportation is provided for the return of the Musician to Point of Organization or place of engagement. Should such departure be later delayed more than the four (4) days provided above, the Musician shall be compensated for the balance of the time at the rate of one-seventh (1/7) per day of the Musician's contractual salary plus out-of-town expenses.

9. It is contemplated that this engagement of the \_\_\_\_\_ Company shall be for \_\_\_\_\_ weeks overseas.

After the term of the employment stipulated above (or after twenty (20) weeks, whichever is earlier), the Musician may give four (4) weeks' notice of termination of his/her Personal Services Agreement. The Producer agrees to provide at no cost return transportation to the United States/Canada upon termination. The Musician shall not be responsible for the cost of the fare of the Musician's successor. Company closing, as per Rule 10E of the Collective Bargaining Agreement, shall be at least one (1) week.

10. Performance times shall not be limited by Rule 2A if they are scheduled according to the custom of the host country, provided that the Musicians' rest period and break periods are maintained. A change in schedule of performances may be given in writing seven days in advance of schedule change in accordance with the custom of the host country.
11. All other terms and conditions of the *AFM Individual Employment Contract* and the rules of *Pamphlet B - Touring Theatrical Shows* not specifically modified herein remain in full force and effect.
12. The Musician agrees not to bring, pack or purchase overseas any materials that might be illegal or deemed morally offensive or dangerous in the host country. This applies to personal as well as Company luggage, boxes and equipment. Enforcement of this Paragraph 12 is expressly conditioned on the Producer's ability to specify in sufficient detail how each foreign country defines potentially illegal materials.

AGREED:

PRODUCTION COMPANY:

\_\_\_\_\_  
Musician

\_\_\_\_\_  
Producer (must sign first)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Production

\_\_\_\_\_  
Date

**Three Copies:      Copy 1 – Musician / Copy 2 – Employer / Copy 3 – AFM**

**Side Letters**

**Side Letter 1:**

During negotiations for the 2001-2005 Pamphlet B Agreement, the parties agreed to amend Rule 24. By these changes to Rule 24, the parties intended to modify only local union hiring requirements (e.g., minimums, allocations, seat requirements, etc.) in local collective bargaining agreements for Pamphlet B engagements as specified in the Pamphlet B agreement. These changes were not intended to, and did not, in any other way alter the relationship between the AFM, Local Unions, the Employers and/or local employers.

The changes to Rule 24 shall apply only to any local union hiring requirements contained in local collective bargaining agreements upon ratification of the Pamphlet B Agreement that (i) have expired as of April 24, 2002, or (ii) for those local agreements that expire after ratification of the Pamphlet B Agreement, upon the expiration of such local agreements.

Any local agreement requiring the engagement of fewer local musicians than would be required under application of Rule 24 shall not be superseded by Rule 24.

**Side Letter 2:**

This side letter confirms that when a Musician is granted an unpaid leave of absence, the decision whether a proposed substitute is acceptable will continue to be made by the Music Director.

**Side Letter 3:**

This confirms that producers represented by The Broadway League/Disney and AFM share a strong mutual interest in preventing “pirating” or any other unlawful use of captured materials, and that those producers have taken and will continue to take appropriate action to advance that interest.

**Side Letter 4:**

This side letter acknowledges the potential for statutory royalties, such as the Digital Millennium Copyright Act.

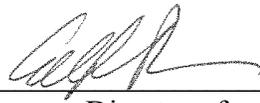
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Pamphlet B – Touring Theatrical Musicals

The foregoing terms and conditions are agreed to, effective March 12, 2012, and expiring March 11, 2016.

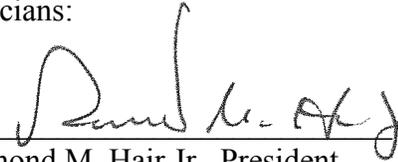
Agreed to:

For The Broadway League

By:   
Seth Popper, Director of  
Labor Relations  
The Broadway League

729 Seventh Ave  
New York, NY 10019  
United States of America

For the American Federation of  
Musicians:

By:   
Raymond M. Hair Jr., President  
American Federation of Musicians  
Suite 600  
1501 Broadway

Also Agreed to:

For Disney Theatrical Productions, Inc.

By:   
Robert Johnson  
Senior Vice President, Labor Relations  
Buena Vista Theatrical Group Ltd. d/b/a  
Disney Theatrical Productions, Inc.  
New Amsterdam Theatre  
214 West 42nd Street  
New York, NY 10036

## **APPENDIX A: Definitions**

**WORKWEEK:** A Week means from and including Monday to and through Sunday, and a full day means at least 24 consecutive hours, in addition to the regular period of rest allowed at the close of each working day.

**DOUBLING:** The following instrument combinations within the noted respective groups' categories are NOT construed as doubling:

- a. Organ and Celeste (when furnished).
- b. Piano and Celeste (when furnished).
- c. Saxophone family (except Soprano, Baritone and Bass Saxophone ).
- d. Drummer's outfit consisting of bass drum, snare drum, cymbals, gongs, piatti, woodblock, temple blocks, small traps, doorbell, firebell, chenylls, cowbell, sleighbells, whistle, all then used as part of a standard outfit.
- e. Mallet Instruments including xylophone, vibraharp, marimba, chimes, soprano bells, glockenspiel, or any other diatonic set.
- f. Tympani set.
- g. Latin instruments: Timbales, conga drums, bongos, claves, maracas, guiro, quipada de burro, cabaza, boobams, tumba.
- h. Any two (2) instruments are considered a double, other than those listed above.
- i. A Conductor who also plays instrument(s) during a performance shall be paid Conductor's scale plus 20% of Sideperson scale for first double, and 15% of Sideperson scale for 2nd double, and 8 ½% of Sideperson's scale for third and subsequent doubles.
- j. for synthesizer premium/doubling see RULE 1 E.

**PRO RATA:** Pro rata factor is the number 8, derived from the 8 service week. Musician's weekly salary divided by 8 determines a single unit of pro rata. The term "150% pro rata" where used refers to a sum reached by dividing the Musician's weekly salary by 8 and then adding 1/2 of that resulting figure.

**BULKY INSTRUMENTS:** include piano, organ and its appurtenances, harp, tympani, percussion instruments and cases, string bass and case, cello, tuba, bass saxophone, contrabassoon, amplifying equipment and speakers, Celeste, harmonium, cymbalom.

**WORK STOPPAGE OR JOB ACTION:** The Federation will inform each leader/contractor that no independent sit-downs, work stoppage, or job actions instigated by the Musician(s) during a tour will be condoned or supported unless solely and specifically ordered by the President's Office of the AFM, in writing.

**APPENDIX B:**

**Federation Locals Which Have Established Health and Welfare Funds**

**LOCAL**

**FUND NAME**

AFM Local 802  
322 West 48th Street  
New York, New York 10036

Musicians' Local 802  
Health Benefits Plan

AFM Local 47  
P.O. Box 38928  
817 North Vine Street  
Hollywood, CA 90038

Musicians' Union of Local 47  
And Employers' Health  
and Welfare Fund

AFM Local 369  
P.O. Box 7467  
Las Vegas, NV 89125

H.E.R.E.I.U. Welfare Fund

**PAMPHLET B –  
SHORT ENGAGEMENT TOURING AGREEMENT  
March 12, 2012 – March 11, 2016**

Tours qualifying under this Short Engagement Touring Agreement (“AFM SET Agreement”) as set forth below, shall utilize the terms and conditions set forth herein.

Except as otherwise specifically set forth in this AFT SET Agreement, all terms and provisions of the full Pamphlet B Agreement, including but not limited to Rule 24 (“Local Minimums”) and Rule 25 (“Electronic Media”), shall apply whether or not such rules are specifically referenced in this AFM SET Agreement. This AFM SET Agreement replaces the Alternative Touring Agreement, except for those shows for which the Alternative Touring Agreement terms are grandfathered per Paragraph Q below.

**A. Qualification** - If the majority of a tour’s engagements in a Booking Season are one week or less, National Tours shall qualify for this AFM SET Agreement. However, if a production is touring under the Actors’ Equity Full Production Agreement, then the full Pamphlet B Agreement terms shall apply, subject to the provisions of Paragraph C below.

**B. Governing Rules** - Rules governing performance schedule, travel, layoff, transportation, baggage, housing and per diem for AFM SET Agreement tours shall be as set forth in D - G below, and shall include and be updated to include any changes negotiated in the successors to the Short Engagement Touring collective bargaining agreement between Actors’ Equity Association and the League (the “AEA SET Agreement”). Notwithstanding the foregoing, for tours which are governed by the Tiered Tours section of the Actors’ Equity Full Production Agreement, the Equity Tiered Tours rules for performance schedule, travel, layoff, transportation, baggage, housing and per diem shall apply for musicians if the tour is qualified as a SET tour under this AFM SET Agreement.

**C. Rule 24 of Pamphlet B Agreement** - When playing a venue that is within the scope of Rule 24 of the Pamphlet B Agreement, musicians shall be paid the minimum scale required under full Pamphlet B commencing with the 33<sup>rd</sup> performance in such venue.

**D. Performances** – Rules governing performances and days off during performances for AFM SET Agreement tours shall comply with those set forth in the AEA SET Agreement as set forth below:

1. For purposes of determining the performance schedule, the Producer shall demarcate the production’s itinerary in periods of four weeks of performances (not including lay-off weeks). The first and last itinerary periods may be up to six weeks of performances.

2. The producer may schedule up to 32 performances in a four-week performance period, not including lay-off weeks, without additional payment. This schedule may include up to nine performances in a week. At the beginning and end of the tour, there may be a six-week performance period in which the Producer may schedule up to 48 performances. The following shall apply:

(i) There may be no more than two consecutive nine-performance weeks, irrespective of performance period demarcations. Performance weeks interrupted by a lay-off will not be considered consecutive;

(ii) Between two consecutive nine-performance weeks there shall be a 24-hour rest period;

(iii) There shall be no more than two nine-performance weeks in a four-week period or three nine-performance weeks in a six-week period;

(iv) After the first paid public performance, If there are fewer than 32 performances in a four-week period (or 48 in a six-week period), a rehearsal may be scheduled in place of a performance without additional compensation, provided that all rest period and days off requirements have been met, up to 32 (or 48, when applicable) performances/rehearsals. The length of each such rehearsal shall be limited to the running time of the performance plus half-hour which it replaces and shall be in addition to all rehearsal otherwise permitted.

(v) Any number of performances given in a week in which salary is pro-rated due to a partial week of lay-off per by Paragraph E.7. below shall count as eight performances for such week in the applicable four- or six-week performance period;

(vi) The first week of performances shall not be considered part of a performance period unless the first performance of that week is on or before Wednesday matinee; and,

(vii) The closing week may be considered part of a performance period if salaries for the week are not pro-rated.

3. If more than 32 (or 48, when applicable) performances are scheduled in a four- (or six-, when applicable) week period, each musician shall receive an additional 3/16<sup>ths</sup> of contractual salary for each performance in excess of 32 (or 48, when applicable).

4. The Producer may alter the performance schedule upon not less than one week's written notice, provided that the scheduled day off is not altered with less than two weeks' notice.

5. Curtain time may be modified by up to one hour at any time with no notice.

6. In any circumstance in which there are more than nine performances in a week, compensation under this AFM SET Agreement shall be two-eighths (2/8ths) of the musician weekly salary for each such performance.

7. If a production plays a 33<sup>rd</sup> (or 49<sup>th</sup>, when applicable) or greater performance in a performance period that is also the tenth performance in a work week, each musician shall receive an additional 5/16<sup>ths</sup> of contractual salary.

8. Under no circumstances shall a production play more than 34 performances in a four week period, nor more than 50 performances in a six-week period.

9. In the week of the first paid public performance, if the first paid public performance is on any night but Monday, payment to the musicians for that part of the week in which the first public performance occurs shall be for such number of performances as the Actors receive.

10. If more than eight performances are given in any week in a four- (or six-, when applicable) week period in which 32 (or 48, when applicable) performances are scheduled, no additional compensation shall be due for such additional performances, subject to the requirements of (a), (b), (e), (f) and 0 above.

11. Six performances may be given in any three consecutive calendar day period without additional payment under the following conditions:

- (i) There shall be no travel or rehearsal (except sound check or emergency rehearsal) on any of the three days;
- (ii) The sixth performance shall be followed by a 12-hour rest period, not a standard 11-hour rest period;
- (iii) The day following the sixth performance shall be either a one-performance day with no call prior to 6:00 p.m. or a day off on which there may be travel; and,
- (iv) In any circumstance in which there are more than seven (7) performances in any four consecutive calendar day period, compensation under this AFM SET Agreement shall be two-eighths (2/8<sup>th</sup>) of the musician's weekly salary for each such performance.

12. In any circumstance in which there are more than two performances commencing in one calendar day, full Pamphlet B Rule 1.J.2 shall apply.

#### **E. Layoffs**

1. Based on an itinerary for the applicable Booking Season (defined as the 52 week period beginning with the first paid public performance) provided by Producer to the AFM, Producer may lay-off musicians for the number of weeks equivalent to 25% of the total number of weeks in that Booking Season (inclusive of all layoff weeks), rounded to the nearest week, where no salary, Per Diem or benefits will be due. Up to four additional weeks of lay-off may be taken with full Per Diem paid to each musician, a

Health contribution made on behalf of each musician, and the musician shall accrue sick leave and vacation leave for each such week of lay-off.

2. No single lay-off shall be longer than four weeks.
3. Four weeks' notice must be given to each musician prior to a lay-off, and if such notice is not provided, such lay-off weeks shall be part of the four additional layoff weeks in Paragraph E.1. above for which full Per Diem and applicable benefits shall be due. If such four additional lay-off weeks have already been used, full salary, per diem and benefits shall be due.
4. However, in case of a lost booking (which the Producer shall document to the AFM upon request), only two weeks notice shall be required, and:
  - (a) When the lay-off is within the permitted 25%, no compensation, Per Diem or benefits shall be due; and
  - (b) When the lay-off is not within the permitted 25%, Per Diem, Health, sick and vacation leave accrual shall be due.
5. In the event of a lay-off, Producer shall return musician to Place of Residence or to the musician's Place of Engagement, at the musician's option, and will thereafter transport musician to the next engagement, provided, however, that a musician may choose to travel independently. If musician chooses to travel independently, Producer shall not be required to reimburse musician's transportation costs.
6. On the day of return to Place of Residence or Place of Engagement, the Producer will pay Per Diem (per Paragraph F. below) as follows:
  - (a) If musician arrives at the destination terminal at or before 4:00 p.m. (local time), musician will receive 20% of the full daily Per Diem;
  - (b) If musician arrives after 4:00 p.m., Musician will receive 45% of the full daily Per Diem.
7. Up to four times per Booking Season, the Producer may extend a full-week of lay-off by an additional half-week. Such additional half-week of lay-off shall count as a half-week towards the lay-off weeks provided for in Paragraph E.1 above. In such week, the musician shall be paid no less than one-eighth of contractual salary per performance, but in no event less than four-eighths of contractual salary for the week. A full week's Health contribution shall be made for the week on behalf of the musician. Any split-week engagement that follows a half-week of layoff in the same week shall not then be followed by a layoff week.

**F. Housing and Per Diem**

1. The Producer will provide double or single occupancy housing accommodations, at musician's option, and at no cost to the musician, when musician is more than 50 miles

from musician's Place of Residence. All hotels must be comparable to a AAA double diamond hotel, or better.

2. When the musician is required to be more than 50 miles away from the musician's Place of Residence, musician shall receive a Per Diem payment.

(a) If the musician elects not to accept the Producer-provided housing, the Per Diem shall be \$86.00.

(b) If the musician elects to accept the Producer-provided single-occupancy housing, the Per Diem shall be as follows:

Effective Date	Single Occupancy Per Diem Rate
June 4, 2012	\$42.00
January 21, 2013	\$47.00
June 3, 2013	\$48.00
June 2, 2014	\$49.00
June 8, 2015	\$50.00

(c) If the musician elects to accept the Producer provided double-occupancy housing, the Per Diem shall be as follows:

Effective Date	Double Occupancy Per Diem Rate
June 4, 2013	\$52.00
January 21, 2013	\$65.00
June 3, 2013	\$66.00
June 2, 2014	\$67.00
June 8, 2015	\$68.00

The Per Diem rates in (b) and (c) above shall be capped at the then-current IRS 'high-cost locality' per diem rate.

**G. Transportation and Baggage**

1. Travel Hours. The Producer shall submit to the AFM a detailed routing of any proposed tour based on the following schedule of maximum hours and mileage per each day of travel:

Double performance days	3 hours
Single performance days	7 hours
Non-performance days	10 hours *

\*Note: for every 13 performance weeks (or part thereof) of itinerary, one 12 hour travel day may be scheduled on non-performance days; these 12-hour travel days may occur at any time during the itinerary (not just one per 13-performance week segment). The Producer shall give 48 hours' notice of a travel day in excess of 10 hours except in the case of circumstances outside the Producer's control, such as a lost booking.

(a) Travel time shall be limited to 40 hours per week. Thereafter, overtime travel shall be in accordance with the overtime rules of this AFM SET Agreement set forth below.

(b) For all tours, if air travel is utilized, the overnight rest period prior to the travel call may be reduced up to two hours should it be necessary. However, if such reduction of the rest period is taken, there shall be a reduction of one and one-half hours in allowed travel time on one performance or non-performance days for each one hour the rest period is reduced.

(c) For Alaska and Hawaii, restrictions on travel hours shall be waived. It is agreed that Musician, upon arrival, will be immediately transported to his lodging.

(d) Musicians shall execute an AFM/League Short Engagement Touring Contract Overseas Rider prior to traveling outside North America.

(e) Overtime Travel. Travel overtime may be calculated in half-hour segments (and paid at one half the hourly rate per half hour or part thereof).

(f) Overtime travel on a two performance day shall be paid at double overtime which may be calculated in half-hour segments. Payment of any overtime due shall be included with the salary payment of the week following the week during which the overtime travel occurs.

(g) After closing, all provisions of this section will be in full force and effect while returning to Place of Engagement or Place of Residence.

## 2. Baggage.

(a) The cost of baggage transportation not to exceed 200 pounds shall be borne by the Producer.

(b) The Producer may limit the amount of baggage the Musician may transport on the plane as checked baggage to one bag of up to 50 pounds. Any cost resulting from baggage being greater than 50 pounds for one bag shall be borne by the Musician.

(c) The Producer may provide one or more containers with a capacity of at least 150 pounds for each Musician's additional belongings, to be transported separately. These containers will be delivered to the theatre at each location, if possible. Otherwise, the Musicians will be provided access to these containers no less frequently than at the beginning and again at the end of each engagement and in no event shall a musician be without access to containers for more than 21 days.

(d) The Producer will reimburse the Musician for actual expenses incurred up to \$40 each way in the transportation of personal luggage from the Musician's apartment to the pick-up point and, at the conclusion of Musician's engagement, from the drop-off point to Musician's residence.

(e) The Producer agrees to transport at least one full-sized suitcase, plus carry-on luggage, which fits in overhead luggage racks (subject to airline restrictions on carry-on hand luggage).

(f) When a Musician is permitted, and elects, to travel on Musician's own, Producer shall have no responsibility regarding transporting Musician's carry-on and checked baggage, or for any costs associated with the transportation of said baggage, under this Rule.

## H. Salaries

1. The minimum weekly salary for Side Musicians, Assistant Conductors and Conductors working under the terms of this AFM SET Agreement for eight (8) performances or less per week of (6) days shall be:

	March 12, 2012	March 11, 2013	March 10, 2014	March 9, 2015
Sideman	\$ 850.00	\$ 865.00	\$ 880.00	\$ 900.00
Ass't Conductor	\$1,062.50	\$1,081.25	\$1,100.00	\$1,125.00
Conductor	\$1,317.50	\$1,340.75	\$1,364.00	\$1,395.00

2. Overage Participation and Recoupment

All Musicians will be entitled to participate in the Producer's share of Overage, defined and calculated as set forth in the AEA SET Agreement, including any increases negotiated in the successor to the current AEA SET Agreement (that is, said musicians shall individually receive the same amount of money received by actors individually pursuant to the AEA SET Agreement).

Musicians shall receive Overage participation, if any, no later than the regular payday in the week following the end of each fourth week of performances.

3. Rehearsal Rates

- a. All rates are hourly, payable in half-hour increments. The minimum hourly Rehearsal Rates shall be as follows, with a minimum 2-hour call (except for Sound Check rehearsals):

	March 12, 2012	March 11, 2013	March 10, 2014	March 9, 2015
Sideman	\$20.00	\$20.60	\$21.20	\$21.80
Ass't Conductor	\$26.60	\$27.40	\$28.20	\$29.00
Conductor	\$31.00	\$31.93	\$32.86	\$33.79

b. The minimum hourly rate for a Sound Check rehearsal shall be as follows, with a minimum one (1) hour call, and overtime to be paid in 15 minute increments:

	March 12, 2012	March 11, 2013	March 10, 2014	March 9, 2015
Sidemician	\$20.00	\$20.60	\$21.20	\$21.80
Ass't Conductor	\$26.60	\$27.40	\$28.20	\$29.00
Conductor	\$31.00	\$31.93	\$32.86	\$33.79

4. Cast Rehearsal Period

a. The base weekly salary for Sidemicians, Assistant Conductors and Conductors for cast and technical rehearsal periods shall be the minimum weekly salary set forth in Paragraph H.1. above. Overtime during such periods shall be computed at time-and-a-half of 1/40<sup>th</sup> of such weekly salary.

**I. Health & Welfare** - Effective March 12, 2012, the weekly health contribution for tours produced under this AFMSET Agreement shall be \$123 per week.

Each contract anniversary date thereafter,, the actuary shall determine whether any additional contribution is necessary to maintain current qualification levels under the Musicians' Local 802 Health Benefits Plan. If an increase is required, such increase may be up to \$5.00 per week, but in no event shall there be an increase greater than a maximum of \$5.00 per week in any one contract year.

Effective March 12, 2012, a Musician may direct their Employer to withhold 1% of said musician's wages to be remitted on an after-tax basis to the Musicians Local 802 Health Benefits Plan, or, where the Employer makes contributions to the Health Benefit Plan and/or a Hospitalization Plan of another local pursuant to Rule 4.C of the full Pamphlet B Agreement, to that local's Health Benefit Plan and/or Hospitalization Plan, in addition to the Employer's contribution due hereunder. The applicability of this provision is contingent upon the approval of the applicable Health Benefits Plan and/or Hospitalization Plan.

**J. Pension**

The pension provisions of Pamphlet B shall continue to apply to tours under the AFM SET Agreement, based on the applicable minimum salary(s) set forth herein.

**K. Vacation**

	March 12, 2012	March 11, 2013	March 10, 2014	March 9, 2015
Sidemician	\$15.00	\$20.00	\$25.00	\$30.00
Ass't Conductor	\$18.75	\$25.00	\$31.25	\$37.50
Conductor	\$23.25	\$31.00	\$38.75	\$46.50

**L. Doubles** – the following doubles shall be paid as a percentage of minimum weekly salary:

	March 12, 2012	March 11, 2013	March 10, 2014	March 9, 2015
1 <sup>st</sup> Double	15%	15%	15%	15%
2 <sup>nd</sup> Double	10%	10%	10%	10%
3 <sup>rd</sup> Double	5.5%	6%	6.5%	7%

No further payment is required for additional doubles beyond three (3).

**M. Holiday Performances –**

In addition to a Musician’s weekly contractual salary, holiday pay for Thanksgiving, Christmas, July 4 and Labor Day will be paid at the rate of 1/16<sup>th</sup> of a Musician’s weekly contractual salary pursuant to this AFM SET Agreement for one (1) performance; if two (2) performances are rendered, 3/32<sup>nds</sup> of the AFM SET Agreement weekly contractual salary shall be paid, as follows:

**ONE PERFORMANCE**

	March 12, 2012	March 11, 2013	March 10, 2014	March 9, 2015
Sideman	\$53.13	\$54.72	\$56.31	\$57.90
Ass’t Conductor	\$66.41	\$68.40	\$70.39	\$72.38
Conductor	\$82.34	\$84.81	\$87.28	\$89.75

**TWO PERFORMANCES**

	March 12, 2012	March 11, 2013	March 10, 2014	March 9, 2015
Sideman	\$79.69	\$82.08	\$84.47	\$86.86
Ass’t Conductor	\$99.61	\$102.60	\$105.59	\$108.58
Conductor	\$123.52	\$127.22	\$130.93	\$134.64

**N. Librarian**

A Musician acting as a librarian (music custodian) shall be paid an additional 25% of the minimum weekly Sideman salary under this AFM SET Agreement.

**O. 24-Hour Period of Rest**

There shall be two 24-hour rest periods (free from rehearsal, performance and travel) every 28 days commencing from the first paid public performance of the tour. This shall be defined as any consecutive 24 hours without a call for travel, rehearsal or performance. These two days of 24-hour rest shall not be in the same week.

1. For any failure to provide such 24-hour rest period due to unforeseen circumstances or circumstances beyond the Producer’s control, the Musicians shall receive one hour of travel overtime for each hour so invaded, up to a cap of \$50 per occurrence.

2. Where such travel delays or other unforeseen circumstances cause invasion of a 24-hour rest period, Producer may change the time of the next day's call to provide the Musician with such rest period.

3. If the Producer plans travel that results in less than a 24-hour rest period, such that the Producer fails to provide either of the two required 24-hour rest periods in a 28 day period,

(a) For the first such occurrence in a 28 day period, Musicians shall receive \$50, and

(b) For the second such occurrence in the same 28 day period, Musicians shall receive \$150.

4. For each week of lay-off in any 28-day period, one fewer 24-hour rest period need be provided the Musicians (without regard as to whether any payment is due for such lay-off under Paragraph E).

**P. Most Favored Nations Side Letter**

The "most favored nations" side letter referred to in the prior Alternative Touring Agreement shall be maintained and is attached hereto.

**Q. Effect of AFM SET Agreement on Tours Currently out on ATA Tier rates**

1. Tier Rates B and C: For tours currently out on ATA Tier rates for Tier B and Tier C, all terms and conditions are grandfathered for the duration of the tour, except that effective March 12, 2012, the Musicians shall receive the Health contribution, vacation pay and sound check pay provided for under the AFM SET Agreement.

2. Tier Rates D, E, F: For tours currently out on ATA Tier rates for Tier D, E and F, effective March 12, 2012, the AFM SET Agreement rates, terms and conditions shall apply

## **SIDE LETTER**

Should the Federation agree with any Non-League/Non-Disney producer(s) to terms and conditions of employment for musicians on touring theatrical productions that are, in the aggregate, more favorable than those contained in this agreement, League producers/Disney may utilize such terms and conditions of employment as well.

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