



South Florida Musicians' Association

American Federation of Musicians Local 655

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Collective Bargaining Agreement

between

PTG-Florida, Inc.

and

Local 655, American Federation of Musicians

1. This agreement, made and entered into by and between PTG-Florida, Inc. (hereinafter, "PTG") and Local 655, American Federation of Musicians, (hereinafter, "Local"), for the purpose of setting wage scales and working conditions for Musicians of the Local or the Federation who are to be engaged by PTG during the three (3) year period beginning September 1, 2021 and ending August 31, 2024.
2. **UNION RECOGNITION**
 - 2.1 PTG recognizes the Local as the sole collective bargaining agent for all musicians employed by PTG for work on live theatrical productions presented by PTG in the Local's geographic jurisdiction with respect to minimum wages, hours and conditions of employment.
 - 2.2 If in the opinion of PTG any musician is not musically qualified to perform the part for which the musician has been engaged, PTG has the right to terminate the employment of such musician before the third performance of any show and is responsible for payment to the musician for only those services performed or partially performed.
 - 2.3 To the extent permitted by applicable law, nothing in this Agreement shall be construed as to interfere with any duty owed by any Musician hereunder to the AFM and Local 655 pursuant to their existing bylaws, rules, regulations and orders.
 - 2.4 The Local shall provide a list of personnel available for work within the geographic jurisdiction of the Local (see Appendix A). Within thirty (30) days following ratification, and every year thereafter for the duration of the Agreement, representatives from the Local will meet with representatives from PTG to review, amend or modify the list. If the representatives for the Local and PTG agree that an individual shall be included on the list, PTG shall use its best efforts, taking into consideration the artistic requirements of the production, scheduling

and availability, to utilize that individual when it needs to employ a musician for that instrument. If there are multiple individuals listed for an instrument, PTG shall have the right to select among them. Notwithstanding the foregoing, for good cause, PTG may amend or modify the list at any time.

3. SERVICES

- 3.1 A work week shall consist of seven (7) days, six (6) of which shall be work days and one (1) day shall be a day off. A maximum of eight (8) performances may be scheduled during the period of six (6) days.
- 3.2 Except on the first performance of a show, the maximum performance time shall be three (3) hours. Time worked in excess of three (3) hours shall be compensated at the performance overtime rate unless the overtime is due to fire, accident, strike, riot, health emergency, order of any governmental authority, or an Act of God, Nature (i.e., hurricane, power failure, lighting strike, etc.), or the public enemy.
- 3.3 There shall be a break of ten minutes per hour of rehearsal. Musicians shall not rehearse more than 90 minutes without a break. Sound checks in excess of one hour shall have a break of ten minutes per hour.
- 3.4 On the first performance of a show, the maximum performance time shall be three (3) hours and fifteen (15) minutes. Time worked in excess of three (3) hours and fifteen (15) minutes shall be paid at the applicable overtime rate.
- 3.5 Any service scheduled on the day off of an engagement shall be compensated at 150% the prorated service rate. In the event that scheduling would cause multiple premium payments to apply (3.4-day off and 7.11-holidays), only a single premium payment of the larger amount shall apply.
- 3.6 A rehearsal or dress rehearsal, not to exceed three (3) hours, may be substituted for a regular performance within the six (6) working days of an engagement.
- 3.7 After the start of a production, should there be a cancellation of the production prior to the end of the work week, the musicians shall be compensated for the entire week, unless the cancellation is due to fire, accident, strike, riot, health emergency, order of any governmental authority, or an Act of God, Nature (i.e., hurricane, power failure, lighting strike, etc.), or the public enemy.
- 3.8 A cancellation of a production must have a one (1) week written notice. Unless due to fire, accident, strike, riot, health emergency, order of any governmental authority, or an Act of God, Nature (i.e., hurricane, power failure, lighting strike, etc.), or the public enemy, if cancellation notice is less than one (1) week, the musicians engaged for that production shall be compensated for one (1) full week of the canceled production.
- 3.9 PTG or its designated representative shall be responsible for all contractual obligations set forth in this agreement.

- 3.10 There shall be no more than a 3-hour break from the end of the opening day rehearsal service until the start of the sound check. Any time past the 3-hour limit shall be compensated at 33% of the pro-rated hourly rate (rounded up to nearest whole dollar).
- 3.11 Rehearsals of up to five (5) hours in one block are permissible. If more than five (5) hours on any day, break into blocks of three (3) hours with a 1-hour break between segments is required.
- 3.12 Monday shall be the guaranteed day off. Variations from this day off may occur with four (4) weeks notice to the musicians.
- 3.13 Musicians shall be contacted and contracted for services as soon as the dates and personnel needed are known, and the Local shall be notified of these musicians simultaneously.

4. CARTAGE

- 4.1 If PTG provides the instruments, there shall be no cartage. If the instruments are provided by the musician, the following round trip charge will prevail:

Instrument	Cartage Fee
Accordion, Contra Bassoon, Contra Bass Clarinet, Keyboard, Baritone Sax (If in addition to 2 nd instrument), Bass Sax, Tuba	\$15
Cimbasso	\$15
Harp	\$75
Organ (Non-portable; ex: Hammond B-3)	\$100
String Bass	\$20
Amplifier	\$25
PA System	\$75
Percussion	Cartage Fee
Bells, Crotales (Set)	\$15
Bongos (pair with stand)	\$10
Chimes-Full set	\$50
<i>Chimes-Individual chime note & stand</i>	\$10
<i>Chimes-Each Additional chime note</i>	\$5
Congas	\$20 pair
Concert Bass Drum	\$20
Drums-Club date kit (trap set)	\$40 first 5 pc; \$5 ea addl drum
Drums-electronic (mallet keyboard)	\$30
Gong	\$15
Marimba	\$40
Steel Drums (1 st)	\$10
<i>Steel Drums (Each add'l)</i>	\$10
Timbales	\$10 pair
Timpani (1 st)	\$30
<i>Timpani (Each add'l)</i>	\$30
Vibraphone, Xylophone (Full)	\$30
Xylophone (Pit)	\$20
Misc individual drums (snare, field, tom tom, etc)	\$5 each
Percussion "box" of miscellaneous percussion instruments or hardware (not	First free; each additional \$15

included above). A "box" should have a volume of approximately 3 cubic feet/5000 cubic inches. (eg: a case of similar size to a medium/large suitcase)	
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- 4.2 For a move by the musician (not stagehand) within the same venue for the same engagement, there shall be an additional 50% surcharge (use Local 655 as minimums).
- 4.3 PTG carries liability coverage and it is effective only if PTG is deemed negligent for the loss. PTG believes the musicians should also carry their own instrument insurance to assure proper and adequate coverage.

5. WORKING CONDITIONS

- 5.1 PTG agrees to use all due influence with the venues used, to provide a safe and secure parking area, free of charge to the musicians employed, if available, in the rear of the theater, providing that the musicians appear thirty (30) minutes prior to the prescribed downbeat of the production.
- 5.2 PTG agrees to use all due influence with the venues used, to provide a safe and secure band room, or locked storage room for the safekeeping of valuables and musical instruments and for use by the musicians during the run of any show and/or rehearsal.
- 5.3 Musicians hired for a production shall be given first right of refusal for any return engagements of said production, provided that the musician is on the hiring list in Appendix A, as amended

6. ELECTRONIC MEDIA

- 6.1 PTG agrees that no performance shall be recorded, reproduced or transmitted from the place of performance, in any manner or by means whatsoever, in the absence of a specific agreement with the AFM relating to the permitting of such recording and/or transmission.
- 6.2 PTG shall be permitted to use a two (2) minute recorded portion of each production as a "News Spot" on a local television or radio broadcast only. If such "News Spot" is used as a commercial announcement between regular programming, as a jingle, recorded locally, the musicians shall be compensated in accordance with the wages and working conditions of the current television and radio commercial agreement of the AFM.

7. COMPENSATION: SCALE WAGES / PENSION/ PAYROLLING

- 7.1 In the Wage Scales below; "1st Year" shall be the period of time starting September 1, 2021 and ending on August 31, 2022. "2nd Year" shall be the period of time starting September 1, 2022 and ending on August 31, 2023. "3rd Year" shall be the period of time starting September 1, 2023 and ending on August 31, 2024.

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
weekly	\$1206.96	\$1237.13	\$1280.43
per service	\$150.87	\$154.64	\$160.05

- 7.2 Individual services of three (3) hours (except as provided for in Article 3.4) in length shall be compensated at 1/8th the foregoing weekly rate. Services, but not overtime, which are less than three (3) hours in length shall be paid pro-rata.
- 7.3 Overtime shall be 150% of the applicable service rate, in fifteen (15) minute increments.
- 7.4 Any service time before 9:00 AM shall be paid at 150% of the applicable rate.
- 7.5 Conductor Wages: In the event that a local Conductor is utilized under this Agreement, his or her compensation shall be 200% of the applicable Musician scale.
- 7.6 Sound check call: One (1) hour minimum call, paid at hourly service rate if on the same day as rehearsal/opening performance.
- 7.7 Split Week (Less than eight (8) performances a week.)
- A. Six (6) or fewer performances in a work week shall be compensated at 1/8 the weekly scale times the number of performances.
- 7.8 Doubling: The rate is based on the percentage of the weekly scale.
- A. Doubling rates shall apply when any additional instruments are called for in the score, or when a musician is requested to perform on additional instruments by PTG or its designated representative.
 - B. Doubling rates shall apply when musicians are required to play and transpose cues. Each instance shall be paid at the applicable Doubling Rate. If the musician is required to play a cue transposed by a copyist, no additional payment shall be required.
- Musician who is required to play a double or doubles shall be paid extra (per week) as follows:
- 1st Double: 15% of minimum applicable service rate
 - 2nd Double and each additional Double: 10% of minimum applicable service rate
- 7.9 Principal players:
- Concertmaster
 - Principal Trumpet

Principal Trombone
Principal Horn

These positions shall receive an additional 15% for all services in any production using any to all of the foregoing positions, whether leading a section or performing as a solo instrumentalist. If all four (4) principals are utilized in the same production they shall receive an additional 10%, in lieu of the 15% listed above, for all services in that production.

- 7.9.1 A. If any musician is required to perform "onstage," the musician shall be compensated a premium of 15% of base wage.
- B. If in addition to performing onstage, a musician is required to do any or all of the following, the musician shall be compensated an additional premium of 10% of base wage: appear in costume, perform choreography, memorization of music for on stage use.
- 7.10 Keyboardists: A musician operating one or more electronic keyboard instruments (including modules or other connecting devices) shall receive a premium of twenty-five percent (25%) of basic minimum scale for the applicable service(s). The operation of more than one keyboard instrument (electronic and/or acoustic) shall not require the payment of a double pursuant to Section 7.8.
- 7.11 For any services on Thanksgiving Day, Christmas Eve, or Christmas Day, compensation will be paid at 150% of the applicable scale. For any services on New Year's Eve, compensation will be paid at 200% of the applicable scale.
- 7.12 A. Musicians residing in Miami-Dade and Monroe Counties required to travel to performance venues in Indian River, Okeechobee, Saint Lucie, Martin, Hendry and Palm Beach Counties shall be paid a transportation stipend of \$85.00 per musician per week.
- B. Musicians residing in Palm Beach, Indian River, Okeechobee, Saint Lucie, Martin, and Hendry Counties required to travel to performance venues in Miami-Dade County shall be paid a transportation stipend of \$85.00 per musician per week.
- C. Musicians required to travel to performance venues in an adjacent county shall be paid a transportation stipend of \$75.00 per musician per week.
- 7.13 AMERICAN FEDERATION OF MUSICIANS EMPLOYERS PENSION FUND (AFM-EPF)
- A. PTG agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of all musicians it employs herein at the percentages set forth in "C" below on all scale wages contained in this agreement, inclusive of all side musicians' wages, assistant conductor premiums, conductor premiums,

doubling, rehearsal rates and overtime. Accordingly, PTG agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959 establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively). Thus, PTG specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of AFM Local 655, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of that portion of PTG's payroll and wage records (at the AFM-EPF's expenses) necessary to verify the accuracy of the contributions made.

- B. PTG, or its designated payroll service, will forward pension payments, along with AFM-EPF approved remittance forms, through Local at the same time as all other payroll. PTG, or its designated payroll service, shall issue a separate check made payable to AFM-EPF for the total amount of pension contributions for each engagement.
- C. Effective September 1, 2012, PTG 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 and the rehabilitation plan adopted June 2018 (collectively the "Rehabilitation Plan"), which is incorporated herein by reference. Specifically, PTG's contribution rate during the term of this Agreement will be as follows:
 - Effective September 1, 2021, PTG's contribution rate will be 11.99%. This contribution rate shall remain at a base of 10.00% plus an additional 0.9% required by the 2010 Rehabilitation Plan and an additional 1.09% as required by the June 2018 update to the Rehabilitation Plan. The additional rehabilitation fees shall apply only to the extent required under any AFM-EPF Rehabilitation Plan and such Plan remains in effect.
 - In the event that the Rehabilitation Plan is modified by the Board of Trustees, the parties agree that PTG's contribution may change, provided that any contribution change shall be mutually agreed to by the Local and PTG.

- 7.14 PTG, or its designated payroll service, agrees to be responsible for the deducting, matching and remitting of all payroll (i.e. FICA, Unemployment, and Withholding) taxes as required by Federal and State laws for musicians for each payroll period.
- 7.15 PTG or its designated payroll service agrees to withhold the Local's prevailing rate as Work Dues from the pay of each employee who signs a written authorization for such deduction. The money so withheld will be paid over to the Local's financial officer.

- 7.16 The Local agrees to indemnify and to hold and save PTG harmless from any and all liability, responsibility or damage arising out of or reliance upon the authorization and notification provided for in this paragraph, and assumes full responsibility for the disposition of the funds so deducted when turned over to the Financial Secretary of the Local.

8. SUBSTITUTIONS

- 8.1 Musicians engaged to perform for the run of a show (regulars) must have approval of the Employer or its designated representative (i.e. Local Contractor) before a substitute can be engaged.
- 8.2 Substitutes shall be selected from a pool of musicians previously agreed upon by regular musicians and the Local Contractor. A substitute is required to audit at least one performance prior to the date of substitution.
- 8.3 A substitute, once engaged, shall be payrolled and compensated at the pro-rated weekly scale in place of the regular.
- 8.4 On shows of one (1) week length or less, no substitutes are permissible unless under extraordinary circumstances as determined by the Employer or its designated representative (i.e. Local Contractor).
- 8.5 On shows in excess of one (1) week length, a regular musician must perform at least 75% of scheduled performances unless approved by the Employer or its designated representative (i.e. Local Contractor).
- 8.6 Substitutes are permitted on a first come basis, but only under extraordinary circumstances as determined by the Employer or its designated representative (i.e. Local Contractor) can 50% or more of any section (reeds, brass, strings or rhythm) be substitutes on any given performance.

9. GRIEVANCE AND ARBITRATION

- A. A grievance is defined as any and all disputes between parties.
- B. Upon presentation of a written description of and a possible remedy of the dispute, by one party to the other, the parties (or their designee) shall convene (within thirty (30) days of the postmarked letter) at the office of PTG to attempt to adjust the grievance. If no written resolution is achieved within thirty (30) days of this meeting, the party initiating the grievance may submit the grievance to arbitration before the American Arbitration Association (AAA).
- C. The Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) shall apply.
- D. The Arbitrator's decision shall be final and binding.
- E. The administrative costs (re: arbitrator's fee and expenses) of the arbitration shall be borne equally by the parties.

10. ANTI-DISCRIMINATION

PTG shall not discriminate against any musician by reason of race, creed, color, sex, sexual orientation, or national origin and agrees to comply with all Federal, State and Local laws in regard to anti-discriminatory practices.

11. UNION ACCESS

Representatives of the Local shall have access to services hereunder, for the purpose of conferring with the musicians, provided there is no interference with performances or rehearsals and provided prior arrangements have been made with PTG.

12. UNION STEWARD

PTG recognizes the right of the Local to designate one musician from each production as a steward on such production, to handle such union business as may from time to time be delegated to them by the Local. PTG will not discriminate against the stewards for the proper performance of Local duties, but such duties shall not interfere with the stewards' proper performance of their employment.

13. NO STRIKES - NO LOCKOUTS

During the term of this agreement there shall be no lockouts, strikes, sympathy strikes, stoppages, slow downs, picketing, or interference with or interruption, of the conduct of PTG's business of any kind whatsoever.

14. PROGRAM LISTING

Subject to existing space limitations and to the extent that the process is within the control of the Employer, each regular Local musician shall be afforded credit in the show's program.

15. NOTIFICATION

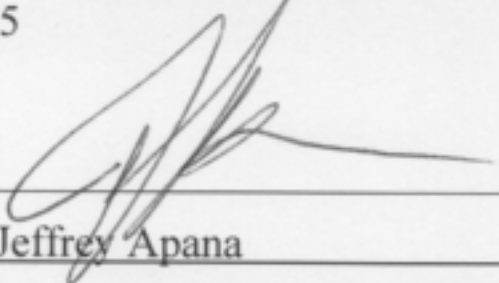
When such seasonal information becomes available to it, PTG will provide the Local with the following information:

- a. the production(s) that it is expecting to present in a season,
- b. the engagement weeks such productions are expected to run,
- c. the facility(ies) in which such productions are expected to be presented,
and
- d. the proposed instrumentation that is expected to be filled by PTG for such productions.

PTG will use best efforts to provide this information to the Local when it shares it with its contractor/designated representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives who are the undersigned signatories, with the Agreement this date, 17 February, 2022.

South Florida Musicians' Assn, AFM
Local 655

BY: 
PRINT: Jeffrey Apana
TITLE: Secretary-Treasurer
DATE: 2/17/22

PTG- Florida, Inc.

BY: Susie Krajsa
PRINT: Susie Krajsa
TITLE: President
DATE: 2.24.2022