



Professional Musicians of Arizona
Local 586, A.F. of M.
American Federation of Musicians of the US & Canada

Effective July 1, 2017

Minimum Wage Scales

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DUES

- A. Every member shall pay dues in advance. Quarterly payments are due on January 1st, April 1st, July 1st and October 1st for the ensuing quarters. However, dues for an entire year in advance shall be paid by each member in good standing not later than the last day of the first quarter.
- B. Members are required to pay dues during the first month of the quarter. Failure to do so imposes a fine of \$1.00; if not paid during the quarter's second month, another \$1.00; during the third month of the quarter, another \$1.00 is assessed and the member becomes delinquent.
- C. A member delinquent for non-payment of dues must pay \$5.00 reinstatement plus all back dues and assessments.
- D. Members who are delinquent in dues for more than six (6) months (two quarters) shall be dropped from membership. Dropped members must reinstate per Article II, Sec. 7.
- E. Dues are payable as follows (yearly increases are due to an AFM assessment passed by the delegates to the AFM Convention June, 2003)

2017

Regular Members

Payable January* yearly – only during the first quarter of the year	\$150.00
Quarterly, if paid 1 st month* of quarter	\$42.50

Life Members

Payable January* yearly – only during the first quarter of the year	\$90.00
Quarterly, if paid 1 st month* of quarter	\$27.50

Federation Life Members

Payable January* yearly – only during the first quarter of the year	\$134.00
Quarterly, if paid 1 st month* of quarter	\$38.50

Inactive Life Member

Payable January* yearly – only during the first quarter of the year	\$75.00
Quarterly, if paid 1 st month* of quarter	\$23.75

Conditional Disabled Members

Payable January* yearly – only during the first quarter of the year	\$120.00
Quarterly, if paid 1 st month* of quarter	\$35.00

* A \$1.00 per month service fee will be due if payment is rendered later than this schedule.

Legal Status of Musicians: Employee vs. Independent Contractor – “What’s It All About?”

By **Leonard Leibowitz**, AFM-SSD counsel, Reprinted from December 2001 issue of the *International Musician*

At some point in their careers, most musicians will face the issue of their legal status; that is, are they “employees” or “Independent Contractors”? The issue is not unique to musicians, but it is endemic in the performing arts and entertainment fields. Unless one is employed year-round by a single employer, e.g. a major symphony orchestra, virtually every musician is a freelancer, working for numerous employers for periods of time as short as one night, or as long as years, in the case of a hit Broadway show.

Because freelance employment resembles independent contracting in many ways, it is not always clear which is which. Would-be employers are far better off economically dealing with Independent Contractors rather than employees. They often try to treat freelance employees as Independent Contractors, if they can get away with it. And because certain features of Independent Contractor status are attractive in the short term to many musicians, they are happy to accept such treatment. To further complicate matters, there is no single, uniform legal definition of terms. Even when the same definition is used, each state, and sometimes various agencies within each state, has the ability to make its own determination of the applicability of the definition to each case!

In a probably vain attempt to clarify some of this mess, I shall try to walk you through the general terms, definitions, issues and differences, and what they mean to you.

First, some definitions and distinctions: The primary distinction between employee and independent Contractor is, as you would imagine, that used by the Internal Revenue Service (IRS), and is often referred to as the “control test.”

Quoting from a recent IRS letter dealing with the issue, the test was set forth as follows:

Generally, the relationship of employer and employee exists when the Person for whom the services are performed has the right to control and direct the individual who performs the services not only as to the results to be accomplished by the work, but also as to the details and means by which the result is accomplished. That is, an employee is subject to the will and control of the employer not only as to what shall be done, but also as to how it shall be done. In this connection, it is not necessary that the employer actually direct or control the manner in which services are performed; it is sufficient if he or she has the right to do so. In general, if an individual is subject to the control or direction of another merely as to the result to be accomplished and not as to the means and methods for accomplishing the result, he is an Independent Contractor.

And, from that same letter:

If the relationship of an employer and employee exists, the designation or description of the parties as anything other than that of employer and employee is immaterial. Thus, if an employer/employee relationship exists, the designation of the employee as ... an Independent Contractor must be disregarded.

Thus, employers requiring musicians to sign contracts in which they “admit” to being an Independent Contractor does not alone determine their legal status.

In determining whether an individual is an employee or an Independent Contractor under the common law, all evidence of both control and lack of control, or autonomy, must be considered. Whether there is a right to direct or control how the worker performs the specific tasks for which he is hired, whether there is a right to direct or control how the business aspects of the worker’s activities are conducted, and how the parties perceive their relationship provide evidence of the degree of autonomy.

The consequences of the determination are always serious. If one is found to be an Independent Contractor, he will not be subject to federal or state tax withholding, and will thus receive payment without deductions. It is this aspect that attracts some musicians.

In addition, Independent Contractors are basically the owners of a business and thus they are able to take a number of tax deductions and/or exemptions that are not available to employees.

On the other hand are the following five benefits of being treated as an employee, which are not available to an Independent Contractor.

1. **Union Representation.** The national labor relations act (NLRA), and every state labor act (in states that have one) limits coverage to employees only. Thus, the protections of the NLRA, and the availability of the National Labor Relations Board to enforce them, are not there for Independent Contractors. No employer need recognize a union of Independent Contractors, and if an employer does so voluntarily, that recognition can be withdrawn at any time. Should an Independent Contractor file an unfair labor practice charge, it will be dismissed for lack of jurisdiction.
2. **Unemployment Insurance.** These out-of-work benefits are likewise limited to employees. The same is true of workers' compensation and disability benefits.
In New York (by statute) all performing artists are automatically deemed to be employees for the purposes of unemployment insurance, disability benefits, and workers' compensation. Since there are no such statutes in other states, the issue of one's status is subject to Local interpretation on an ad hoc basis.
In a recent case in Florida, a musician who worked for a number of symphony orchestras was recognized by the IRA as an employee, thereby requiring his employer to withhold taxes, but was found to be an Independent Contractor by the Florida unemployment insurance board, and therefore ineligible for benefits—the worst of all possible worlds!
3. **Pension and Health Insurance.** If an Independent Contractor is denied union representation, s/he may thereby also lose the ability to attain participation in union-sponsored pension and welfare plans paid for by employer contributions. And, although Independent Contractors may purchase health insurance and even a pension plan, they are both very expensive even if one can take a tax deduction for some of the cost.
4. **Job Security.** With the exception of the anti-discrimination laws that may provide some protection for Independent Contractors as well as employees, there is no all-encompassing job security available to equal that of a union contract. This is true whether that protection covers alleged misconduct, e.g., absenteeism, insubordination, etc. (“just cause”) or alleged musical deficiencies (“non-renewal”). Union contracts almost always provide the right to challenge a dismissal before some impartial arbitrator or other agency, and to be provided with union representation, often with legal counsel, free of charge.
5. **Fair Labor Standards Act.** Here again, the federal statute providing minimum job protections, e.g., mandatory payment of overtime, safety regulations, etc. are available only to employees.
6. **Social Security.** Employers are required to make contributions to an employee's social security account. No such contributions are made on behalf of Independent Contractors.

Other benefits of employee status, and the consequent benefits of union membership and participation in union are too numerous to mention. But the moral of the story is for musicians to think carefully about their status—where one has a choice—and to consider the longer-term advantages of employee status versus that of Independent Contractor. If you are unsure of your status, or if you are being treated as an Independent Contractor but believe that you are not, call your Local union or the AFM and seek advice.

Glossary / Definitions

Note: The base and gross scales listed in this wage scales directory are the minimum amounts per category for which AFM Local 586 musicians may agree to provide their services. Nothing herein precludes any musician(s) from negotiating for and obtaining higher wages and conditions more favorable than the minimum scales set forth herein.

Employee (base scale): A musician has an employer who:

1. Takes out federal and state withholding, and matches FICA / Medicare
2. Contributes an additional 10% of employee's base scale either to the (AFM-EPF) on behalf of the employee/musician or directly to the employee/musician if not signatory to the pension fund
3. Pays employer's share of social security taxes
4. Pays other payroll taxes (worker's compensation, unemployment, etc.).

An employee receives an IRS W-2 form at the end of the year.

Independent Contractor (gross scale): A musician who has no taxes or FICA / Medicare taken out of gross pay or paid on behalf of the musician. The Independent Contractor's wage includes the employee's wage plus the additional 10% of base scale allotted for the AFM-EPF, employer's share of social security and other payroll taxes. Independent Contractor/musician is responsible for all taxes including employer's share of social security. Independent Contractor/musician may receive an IRS form 1099 at the end of the year. *Note: protections of the National Labor Relations Act and the ability of its board to enforce them are not applicable to Independent Contractors.*

Employer: May or may not be the same as the Contractor, Leader or Purchaser. A true employer is responsible for paying the musician(s) directly, honoring all applicable tax deductions, matching the musician's FICA and Medicare and, if signatory to the AFM-EPF, making 10% of base scale contribution on the musician's behalf.

Purchaser: Obtains the musician's services through a Leader or Contractor. In most cases, the Purchaser pays an amount in full to the Contractor/Leader who then pays the musician directly. The Purchaser in some cases may also act as the Contractor or employer and is responsible for paying the musician(s) directly.

Contractor: May hire musicians as either employees or Independent Contractors and pay the musicians directly or the Contractor may also hire musicians on behalf of a purchaser who may act as an employer. Contractor may be a playing or a non-playing Contractor. A playing Contractor is paid at least the minimum Side Person scale plus any applicable contracting fees. If fifteen (15) or more musicians (including Leader) are employed for an engagement, a Contractor must be employed for said engagement.

Leader: Each engagement must have a Leader in charge that is present throughout the engagement. A Leader is responsible for the musicians, the music they play, clock hours and proper observance of "break times", audience interaction and direct dealing with Purchasers and/or Contractors who may have engaged the Leader's services. Leaders may also be Contractors who are paid at least the minimum Side Person scale plus applicable contracting fees.

Side Person: Musician other than the Leader who is hired to play an engagement. A Side Person receives at least the minimum Side Person's scale.

American Federation of Musicians – Employers' Pension Funds (AFM-EPF): A federally regulated pension fund which is allowed to accept contributions on behalf of musicians **ONLY** from the following sources: employers who are signatory to the funds; signatory payroll services; Personal service corporations ("S" corps) which are self-

incorporated by musicians and, as "S" corps, have become signatory to the AFM-EPF for purposes of making contributions to the musician's retirement pension.

Minimum Wage Scales – General Rules

- A. No member shall solicit, or in any manner express himself to the effect that he/she desires or will accept any engagement for less than the stipulated price adopted by the Association.
- B. Members are strictly forbidden to make any inducements when furnishing music or to donate or refund any part of their pay for any engagement, or in any way offer an inducement to secure business that is at variance with the object of the Constitution and Bylaws.
- C. A Leader or Contractor shall provide only the number of performers contracted for, and paid according to the Minimum Wage Scales. Violation of this will cause members to be called before the Board of Directors for disciplinary action.
- D. Members shall not be called on to be ready to play more than fifteen (15) minutes before the contracted start time of the engagement.
- E. Under no circumstances shall any member volunteer his/her services without the permission of the Board of Directors. Any member of this Association who belongs to a fraternal organization that may play therein with any other member of the fraternal organization, at closed sessions only.
- F. Application for the voluntary services of members for any benefit whatsoever must be made in writing by the parties for whom the benefit is intended or the committees or organizations having charge of the same. In no case shall any application made by a member of this Association, in the interest of such an organization or benefit, be received or considered.
- G. It shall be deemed an offense for a member to take an engagement and send a substitute without the consent of the person who engaged him/her, except in case of emergency.
- H. It shall not be considered an emergency when a member sends a substitute to an engagement and accepts an engagement paying more money.
- I. Any contractor or leader must allow a member to send a capable substitute to an engagement, if circumstances require it. Should said contractor or leader object, an appeal can be made to the President, who shall have the power to arbitrate accordingly.
- J. A member who violates this section shall pay a fine determined by the Board of Directors.
- K. Before sending out of the jurisdiction for musicians, leaders must apply to the Board of Directors to see if competent musicians cannot be procured at home. Any violation of this provision shall subject the offender to a fine of not less than \$50.00 or more than \$200.00.
- L. Every side musician has the right to know the amount of the wage and the terms of payment before the engagement begins.
- M. Unless mutually agreed to in writing before the engagement, the leader shall be subject to a fine in the amount of 10% of scale, to be added to the wages if wages have not been paid within forty-eight (48) hours after the engagement.

- N. No member shall replace another member, who may have lost his/her position for taking reasonable and proper precautions to insure payment of wages for rightfully demanding his/her back wages for upholding any of the Bylaws of this Association.
- O. Any member who hires other members and receives pay for the same, but refuses to pay those s/he has hired, shall be expelled from the Association.
- P. No money shall be deducted from any member's wage for the use of uniforms or commissions of any kind.
- Q. Any member who presents him/herself at any engagement in an intoxicated condition shall be fined \$50.00 for the first offense, and \$100.00 for the second, and his/her services can be dispensed without further notice, at the discretion of the leader or manager.
- R. Whenever any member of the Association has not been paid her/his just salary by any proprietor, manager, agent, or employer, s/he shall, within thirty (30) days, notify the Secretary-Treasurer of the Association with the full statement in writing, which must be signed by the members entering such complaint, and the matter shall be placed before the Board of Directors. If the claim is considered a just one, the name of the Defrauding party shall be placed upon the Defaulters List; and the Secretary-Treasurer shall immediately notify the Secretary of the American Federation of Musicians. Every member of this Association, after notification from the Secretary-Treasurer, shall refuse to perform in any place on the Defaulter's List.
- S. If any member contracts any engagement which the Secretary-Treasurer or the Board of Directors consider the pay doubtful or insecure, and said member neglects to secure the money or an equally sufficient guarantee in advance, which shall have been approved by the Secretary-Treasurer or the Board, that member shall be guilty of a breach of fair dealing. No official recognition of any claim for unpaid services for said engagement will be received, recognized, or prosecuted in any manner whatsoever and such leaders or contractors shall be held personally responsible to the musicians engaged for the money due them.
- T. In all weekly engagements, salaries may be demanded at the expiration of the week, and members shall not allow the payment of salaries to be delayed more than forty-eight (48) hours beyond the expiration of one (1) week.
- U. When the Association collects money from persons who have defaulted, the leader or contractor shall furnish the Secretary-Treasurer with a list of all members employed, the amounts due each, and such information as may be necessary. The Secretary-Treasurer shall pay the members to whom the money is due.
- V. Any member who furnishes privileged information to anyone who is not a member of the Federation, regarding Minimum Wage Scales, Directory, Constitution and Bylaws, or information relative to any action of this Association shall, upon conviction, be fined not less than \$25.00 nor more than \$100.00. This information is deemed to be privileged when it is so declared at a membership meeting or Board of Directors meeting upon motion made and carried. Any written material declared privileged shall thereupon be marked "Privileged" and distributed to the membership as such.
- W. Any member who uses disrespectful or vulgar language, acts in a disrespectful or disorderly manner at any meeting of the Association, Board of Directors, or in the Hall or headquarters of the Association, shall be punished as the Board of Directors may determine.
- X. Any member who shall be instrumental, directly or indirectly, in engaging musicians, or bringing them into this jurisdiction from other cities, to fill engagements which can be filled locally, shall be guilty of a breach of good faith and fair dealing.

- Y. No member shall contribute to or from, solicit, or accept money or any other thing of value to or from any other member in connection with his/her obtaining or retaining employment, except duly authorized fees for such employment may be paid when a member acts as leader or contractor.
- Z. Sitting in by a member in good stand, in any performing orchestra, is permissible for the purpose of auditioning, and must be with the permission of the leader of the orchestra and the management.
- AA. The wages contained in these minimum wage scales shall in all cases refer to one establishment or locality and to one person, only, unless otherwise provided.
- BB. It is recommended that the union sign be on display at all jobs.
- CC. Steady Engagements -
1. A steady engagement is an engagement occurring at the same establishment for the same employer, on the same one or more days or nights per week, for two or more consecutive weeks.
 2. Day to day employment on steady engagements is positively prohibited. The amount of notice to terminate a steady engagement must be written on the face of the contract to be enforceable by the executive board. Any member desiring to terminate his/her services as a Side Person on a steady engagement must give notice to the Leader consistent with the amount of notice on the Leader's contract with the employer. The Leader must give the Side Person the same amount of notice as is written in the Leader/Employer contract.
 3. Six-day week: All musicians, including Leaders, playing on any and all steady engagements or combination of steady engagements, shall play only six (6) days and/or nights each week on these respective steady engagements.
 4. Members playing on steady engagements have the right to work or the right not to work on their seventh (7th) day or night, providing it is not in conflict with Section 8, and is based on casual single engagement scale. Intent: this means that a musician working on a steady job or jobs has the right to work or the right not to work on his/her seventh day or night. However, if she does work on the seventh day or night, it has to be with the following provisions:
 - a. It cannot be for the same employer or in the same establishment of his/her steady job or jobs.
 - b. The minimum wage for the seventh day or night must be based on single engagement scale.
 - c. One week's notice must be given and received in order to terminate engagement of regular substitutes. Members substituting under six-day week provisions must substitute for one entire day or night.
 - d. Orchestra Leaders shall be held responsible for carrying out the provisions of the six-day week law. Any infraction of the above rules shall be considered a breach of good faith and fair dealing.
- DD. Members engaging substitutes are responsible for substitute's salary, whether said member collects salary or not.
- EE. Members cannot be called upon to appear for duty an unreasonable length of time before their services are required. More than fifteen (15) minutes before their services are required is hereby declared to be an unreasonable length of time.

- FF. Each engagement must have a Leader in charge. Any member filling the role of Leader in the absence of the regular orchestra Leader must receive the Sub Leaders salary. Check with Secretary-Treasurer's office for this figure if in doubt.
- GG. Sub-Leaders:
1. On all engagements where a member is engaged to take charge and where the orchestra Leader is not personally employed on same, but is engaged in filling another engagement in a separate and distinct place of business or resort, as the case may be, s/he must receive the Sub Leader's salary. Check with the Secretary-Treasurer's office for this figure if in doubt.
 2. On all engagements during which one performer plays the entire engagement alone, that performer shall receive Leader's wages except as provided in Section 1: Single Engagements; and Section 2: Class "A" and Class "B" establishments.
- HH. On all engagements taking place outside a forty-nine (49) miles one way limit, the Leader or Contractor must pay each musician a Travel Premium. The distance is computed from the Arizona State Highway Road Map, from city hall to city hall. Nothing in the Section shall prohibit the musician from negotiating a higher premium.
- II. In any case where there are two wages in conflict with each other, the higher wage must prevail. In any case where the nature of the engagement (in so far as the wage to be charged therefore) is in question, the matter shall be submitted to the Secretary-Treasurer or the Board of Directors.
- JJ. No member shall take or furnish for any engagement more or less Side Persons than are actually engaged and paid for according to minimum wage scales.
- KK. Devices (other than the standard musical instruments): Where there is dancing: when electronic devices or other devices that add to the performance sound of the engagement, are used by the contracted performer or performer(s), the following regulation will be enforced:
1. A single performer will charge and collect from the employer an additional sum amounting to one-half of one Side Person's salary, over and above the minimum wage scale of a single performer, for the number of hours worked.
 2. Where more than one musician is performing as contracted, the Contractor will charge and collect from the employer an additional sum amounting to one-half of one Side Person's salary of the minimum wage scale for the number of hours worked.
 3. The additional sum, as named in paragraph (1) and (2), must be written as a separate item on the contract.
 4. Whenever a musician performs on a bass reproduction instrument (e.g. keyboard bass or foot pedal bass) while simultaneously performing on a primary instrument (e.g. piano, keyboards or guitar), thus physically producing the work output of two separate musicians, that musician will charge and collect from the employer an additional sum amounting to one-half of one Side Person's minimum wage salary for the hours worked.
- LL. Health and safety: all places in which members are to rehearse or perform shall be required to meet the applicable guidelines for health and safety established by the United States Occupational Safety and Health Administration (OSHA).

- MM. Minimum Rates: The wage scales and conditions set forth herein, including all employer-paid fringe benefits not prohibited by law, are the minimum amounts for which members may render musical services. Nothing herein, however, shall be construed as prohibiting any member from obtaining higher wages or better conditions from an employed or Contractor. Tips shall not be construed as wages on the engagement. The hours of an engagement, including any additional time, must be consecutive.
- NN. All Gross and Base scales (with the exception of MPF, Section 5E) shall be rounded up to the next even dollar following any changes.

Contracts

- A. Contracts on all steady engagements shall be approved through the Secretary - Treasurer's office, and shall not be for a period longer than one year.
- B. A contract must be filed by a leader or leader-employer for each and every engagement. "Filing" means depositing the same, completely filled out with the data called for in a contract supplied and/or approved by the Association, with the Secretary - Treasurer prior to such engagement. Failure to do so will subject leaders or contractors to a late filing fee of \$5.00 - \$100.00. Such assessment shall be made by the Board of Directors in its sole discretion, after notice and hearing to the member charged with failure to timely file such contract or statement.
- C. When anyone is in default of payment to members of the Association, either for musical services or breach of contract, the President, Vice- President, or the Secretary - Treasurer of the Association shall have full power to pursue financial remedies and, if necessary, withdraw members of the Association from the engagement involved.
- D. When a change of leader is made during the fulfillment of a contract, the new leader shall draw up a new contract with the management.
- E. On any steady engagement, when New Year's Eve falls on a regular working day as contracted, there shall be no increase in price unless so stated in the written contract. If New Year's Eve falls on an off day according to the written contract, the prices as stated in Minimum Wage Scales shall and must prevail. All contractors making new contracts on Steady Engagements, which will include New Year's Eve, are obligated to notify the employer of this condition.
- F. Any member, after notifying the Secretary - Treasurer in person that s/he has made a written contract, when s/he has not made such a contract, but makes such statement with the intent to hold such engagement for her/himself or others, and thus close the door to legitimate competition, shall be fined not less than \$50.00.
- G. A written contract signed by both parties and filed by either with the Secretary - Treasurer, can only be abrogated on terms satisfactory to the party other than the one desiring the release. Should the party desiring the release break his/her contract without making satisfactory terms with the other party, the Board of Directors shall, upon presentation of proper evidence, enforce the contract or impose a fine of not less than \$10.00 nor more than \$100.00 upon said party.
- H. Contractors or leaders must notify the Secretary - Treasurer when unable to collect claims. Unless this action is taken within thirty (30) days from the time services were rendered, the leader or contractor shall be responsible for all claims.

- I. This Association reserves the right to withhold any action it may legally take against purchasers of music or to otherwise aid a leader-employer where such leader- employer files a statement in lieu of a contract form approved by the Association.
- J. Contractors negotiating with musicians outside the jurisdiction (non-members of this Local) to fill any engagement must not give inducements other than the engagement to be filled.

Leaders / Contractors Attention

- A. Where continuous playing is required without an intermission, each musician must leave the stand and take a rest period of not less than fifteen (15) minutes in each hour.
- B. Note-auditions: Prior to auditions, the Leader must report the engagement to the Secretary and secure permission to play the audition. Members playing alone must do likewise.
- C. Time:
 - (1) Time cannot be applied from one day to another.
 - (2) Performance time cannot be used as rehearsal time.
- D. All 3 percent work dues must be paid within 72 hours following completion of the engagement, if a single engagement; if a steady engagement, within 72 hours following the payday of each week. However, any member who has not been in default in the payment of work dues for a continuous period of six months prior to the date of any payment required hereunder is due, may elect to be billed monthly for such dues, and shall pay such account within ten (10) days after billing. On all scale classifications, the Leader, upon presentation of the proper dues authorization card, shall deduct the 3% work dues from the Side Person and pay it to the Local; or each member himself must pay such work dues to the Secretary within 72 hours after such engagement. Work dues shall be paid by a Leader-employer on himself for any engagement s/he has played.
- E. Failure of Leaders to notify the Secretary within 48 hours when they are placed on notice shall be deemed a violation.
- F. In case the purchaser of the musicians' services refuses to withhold federal and state income and social security taxes and assume the unemployment taxes, it becomes the responsibility of the Leader or Contractor to do so. In such cases, the Leader or Contractor is advised to establish required records and comply with the various tax laws since in all likelihood, s/he will be held responsible for employers' taxes. A pension fund contribution of an amount to be determined by the Board of Directors shall be made for each musician and in addition to the above-mentioned surcharges.
- G. The amount of notice to terminate a steady engagement must be written upon the face of the contract to be enforceable by the executive board. Any member desiring to terminate his/her services as a Side Person on a steady engagement must give notice to the Leader consistent with the amount of notice on the Leader's contract with the employer. The Leader must notify the member engaged as Side Person with the same amount of notice the Leader and the employer have signed into the contract.
- H. All Leaders engaging musicians shall be held responsible for the good standing of the musicians they engage.

- I. Vocalists who are non-members must not be provided free with orchestra. Vocalists must be paid the prevailing wage.
- J. Fifteen (15) musicians (including Leader) are employed for an engagement, a Contractor (playing or non-playing) shall be employed for said engagement.
- K. The gross scale always prevails, except when the purchaser is an employer and assumes the payment of all employer's taxes and pension fund contributions, and issues individual paychecks. In such cases, the base scale prevails, plus the 10% (ten percent) of base scale AFM-EPF contribution (except MPF engagement) and should be indicated in the proper place on the contract. If the employer is signatory to the AFM-EPF, then the additional 10% (ten percent) of base scale shall be paid to the fund on the musician's behalf. If, however, the employer is not signatory to the AFM-EPF, then the additional 10% (ten percent) of base scale shall be paid directly to the musician.
- L. In cases where the Contractor / Leader is an employer (with a Federal Employer ID Number) and assumes the payment of all employer's taxes and the pension fund contributions and issues individual employee checks, then the purchaser shall be billed the gross scale (plus the applicable surcharges, contracting and other fees) and the musician is to be paid the gross scale, plus the 10% (ten percent) of base scale, AFM-EPF contribution, and any applicable surcharges. If, however, the employer is not signatory to the AFM-EPF, then the additional 10% (ten percent) of base scale shall be paid directly to the musician.
- M. When the Contractor / Leader is not acting as an employer and is not assuming responsibility for withholding, employer's taxes and AFM-EPF contribution, the musician shall be paid the full gross scale which is 29% above base scale, and already includes the 10% of base scale AFM-EPF contribution, plus any applicable surcharges.

Leaders / Contractors Surcharge Schedule
Except for MPF Engagements, Section 5(E)

- A. Leader / Contractor always charges purchaser the gross scale plus any premiums for each musician hired. If Leader / Contractor is paying musician as an Independent Contractor, the full gross scale is paid to the musician. If Leader / Contractor is not signatory to the AFM-EPF participation agreement, and is hiring musician as an employee, the musician is to be paid an additional 10% (ten percent) of base scale, and the Leader / Contractor assumes all employer responsibilities for withholding and payroll taxes. If the Leader / Contractor is a signatory to the AFM-EPF or utilizes a payroll service which is signatory to the AFM-EPF then the Leader / Contractor will pay the musician the base scale and remit 10% (ten percent) as a pension contribution.
- B. If the purchaser of the music assumes the responsibility for and pays all employers taxes, then the purchaser pays the base scale plus an additional 10% (ten percent) of base scale to the AFM-EPF.
- C. If said purchaser is not signatory to the AFM-EPF, then the purchaser pays the additional 10% (ten percent) of base scale directly to the musician.
- D. If the purchaser, Leader or Contractor does not pay all the employers taxes or AFM-EPF contributions, then the musician shall be paid the gross scale, which includes the 10% (ten percent) of base scale, directly to the musician.

- E. Gross scales include base scale, employers' tax surcharge of thirty percent (30%), which includes an AFM-EPF contribution of an additional 10% (ten percent) of base scale, except for MPF engagements.

Doubling

To be added to Sections 3 (Single Show Scale) and 4 (Theatrical Productions)

- A. Strings. When a musician plays one or more doubles during any session or rehearsal, or during any unit of overtime, or both, s/he shall be paid an additional 20% of the Section player's minimum rate applicable for the basic session and the overtime related thereto, and an additional 15% of such rate for every double thereafter.
- B. Percussion doubles including drum set are defined by categories. A player shall be paid for a maximum of eight (8) percussion doubles. Percussion doubles are listed below.
1. Drum Set – also includes cowbell and wood block as standard equipment.
 2. Mallet Instrument Category – Orchestra Bells and Xylophone are one double if played in addition to another doubling category.
 3. Marimba
 4. Xylophone
 5. Chimes
 6. Timpani
 7. Percussion instruments category: Anvil, Bamboo Wind Chimes, Bell Plate, Bird Whistles, Brass Wind Chimes, Bulb Horn, Concert Snare Drum, Cricket Clicker, Cymbals, Duck Call, Field Drums, Fight Gong, Fire Bell, Glass Wind Chimes, Gong or Tam Tam (Up to a 25" diameter), Jingle Sticks, Piatti Cymbals, Piccolo Snare Drum, Pop Gun, Ratchet, Slap Stick, Sleigh Bells, Slide Whistle, Tabor, Tambourine, Temple Blocks, Tom tom (except if part of a drum set), Triangle, Wash Board, Wood Block (except if part of a drum set).
 8. Latin Instrument Category: A-Go-Go Bells, Bongos, Cabasas, Castanets, Cencerro (Latin Cowbell), Chocalho (Shakers), Claves, Conga Drums, Cuica, Guirro (Scratcher), Jawbone (Quijada), Maracas, Maraca Sticks, Pandierro, Puelli Sticks, Reco Reco, Sand Blocks, Timbales, Vibraslap.
 9. Boo bams.
 10. Steel Drums
 11. Tabla
 12. Cymbalom, etc.
- All additional percussion instruments not listed in these categories shall each constitute a separate double.
- C. Any second instrument is a double with the following exceptions of instruments within each respective group:
1. Organ, Celeste, piano (when furnished)
 2. Standard drum sets and traps consisting of: bass drum, snare drum, cymbals, gong, piatti, small traps and tom toms when used as part of a standard outfit.
 3. When one or more mallet instrument is called for and furnished, this is one double. When not furnished, each mallet instrument is to be a double.
 4. Latin rhythm instruments: any Latin instrument including triangle, tambourine and castanets when used in less than eight bars in connection with any other instrument, or used in other than a rhythm pattern.
 5. Fretted instruments: performance on two instruments within group (1) below, or performance on any instrument in Group (1) together with any instrument in Group (2) below, shall be treated as doubling. Performance of two or more instruments within group (2) below shall not be treated as doubling:
 - a. Group (1): 6-string rhythm guitar, 6-string electric guitar, "combo" guitar (rhythm and electric combined), 6-string (steel) round-hole guitar, 6-string (nylon) classical guitar, 12-acoustic guitar, and 12-string electric guitar.
 - b. Group (2): 6-string bass guitar, tenor banjo, 5-string banjo, mandolin, ukulele, and sitar.

- D. Electronic devices: if an electronic device is used to simulate sounds of instruments in addition to the normal sound of the instruments to which such electronic device is attached or applied, such as the use of the electronic device shall be treated as a double.

Cartage

To be added to Sections 1 (Single Engagements), 3 (Single Show Scale), 4 (Theatrical Productions) & 5 (Concerts), with the exception of MPF Engagements, Section 5(E)

Cartage shall be paid to each location as follows:

- A. **\$31** – harp, complete PE system (up to 8 channel mixing board), pair of timpani
- B. **\$16** – portable keyboard with amplifier, drum set, single timpano, marimba, xylophone, chimes, orchestra bells, steel drums, set of congas, concert bass drum
- C. **\$11**– individual amplifier, keyboard with no amplifier, accordion, string bass, cello, contra bassoon, contra bass clarinet, tuba, bass sax, contra-bass clarinet, contra-bassoon, cello, baritone sax, bass saxophone, contra bass saxophone, tuba.

Principal Players

- A. To be added to **Section 1 (SINGLE ENGAGEMENTS), Section 3 (Single Show Scale), Section 4 (Theatrical Productions) & Section 5 (Concerts)**, with the exception of MPF engagements, **Section 5(E)**.

B. **Premium for Principal Positions**

When **less than 25 musicians** are employed, scale for the following positions shall be the stated percentage of side-musician's scale, and the over time related thereto. **Split books in woodwinds do not apply.**

125%

Concertmaster	1 st Chair Oboe (if not in Reed 1)
1 st Chair Viola	1 st Chair Bassoon (if not in Reed 1)
1 st Chair Cello	1 st Chair Percussion
1st chair Trumpet	Rhythm Section Piano or Keyboard
1st chair Trombone	Rhythm Section Bass
1st chair Horn	Rhythm Section Guitar
1st chair Woodwind or Reed 1	Rhythm Section Drum Set
1 st Chair Flute (if not in Reed 1)	
1 st Chair Clarinet (if not in Reed 1)	

C. **Premium for Principal Positions**

When **25 or more musicians** are employed, scale for the following positions shall be the stated percentage of side-musician's scale, and the over time related thereto. **Split books in woodwinds do not apply.**

150% - Concertmaster

125% - Remaining listed positions:

2 nd chair 1 st Violin	1 st chair Horn
1 st chair 2 nd Violin	1 st chair Trumpet
1 st chair Viola	1 st chair Trombone
1 st chair Cello	1 st chair Tuba

1st chair Bass
1st chair Flute
1st chair Oboe
1st chair Clarinet
1st chair Bassoon
1st chair Saxophone

1st chair Timpani
1st chair Percussion
1st chair Trap Drum Set
1st chair Harp
1st chair Piano or Keyboards

Costumes / Special Attire

To be added to all scale classifications when applicable

- A. Musicians required to wear any special costume other than normal casual wear, business attire or tuxedo, shall be paid an additional **\$16** per performance.

Strolling

- A. Unless a musician or group is engaged for strolling only, strolling in excess of 20 minutes on any engagement shall require the payment of **\$22** additional scale per musician.

Intermissions

- A. Single Engagements: Intermission time shall total 15 minutes for each hour of the engagement, for all engagements of more than one hour.
- B. Steady Engagements: Intermission time shall total 15 minutes for each hour of the engagement for all engagements of more than one hour.
- C. Single Show Scale: There shall be 15 minutes of intermission on all shows of more than two hours.
- D. Theatrical Productions: There shall be 15 minutes of intermission during each show or rehearsal of more than one hour. In no case shall the musician(s) be required to play for more than 1.5 continuous hours without a mandatory break or intermission.
- E. Concerts: There shall be 15 minutes of intermission during each concert.
- F. Rehearsals: There shall be 20 minutes of intermission during the minimum call (beginning no later than 75 minutes after starting time), plus five additional minutes for each half hour of overtime.

Parking

- A. **\$8** shall be paid to each musician for parking when working downtown or in an area where there is no free parking available for a reasonable distance from the engagement, unless the Contractor / Leader has made arrangements for parking validation.

Change of Location During Service(s)

- A. A musician required to move from one room to another at the same venue during an engagement must be advised of this requirement prior to the engagement. A premium of **\$16** shall be paid for each room change and the time required shall not be counted against intermission time. (This does not apply to strolling musicians.)

- B. Any service move requiring extensive set-up and tear-down of equipment, in the same venue or moving to a separate location, shall be construed as a separate engagement, and the time required shall not be counted against intermission time.

Travel Premium

- A. To be added to all scale classifications when applicable:
- B. On all engagements taking place outside a sixty (60) miles one way limit, the Leader or Contractor must pay each musician a travel premium. The distance is computed from the Arizona State Highway Road Map, from city hall to city hall. Nothing in this Section shall prohibit the musician from negotiating a higher premium.
- C. The following minimum additional premiums per person shall be paid for time spent traveling to and from the engagement.

Miles Round-Trip	Premium Per Musician
120 – 200	\$57
201 – 300	\$112
301 – 400	\$168
401 – 500	\$223
501 – 600	\$280
601+	\$335

See page 16 for Mileage Chart, Selected Arizona Cities

Per Diem

To be added to all scale classifications when applicable:

Members leaving the city before 5:30 PM to play out of town engagements must be provided supper or paid \$15.00. Departure time to be designated by Leader or Contractor. When it is necessary to remain out of town, all expenses must be paid, including allowances for meals and lodging as follows, unless otherwise provided:

Breakfast - if not furnished	\$9
Lunch - if not furnished	\$12
Dinner - if not furnished	\$19
Room - if not furnished	\$57

Arizona Mileage Between Selected Cities – One Way

	Benson	Bisbee	Casa Grande	Cotton Wood	Flagstaff	Globe	Grand Canyon	Holbrook	Kingman	Lake Havasu	Monument Vly	Nogales	Page	Phoenix	Prescott	Safford	Sedona	Tucson	Wickenburg	Williams	Yuma
Benson		49	113	261	302	150	382	286	342	362	498	73	433	156	258	82	275	45	214	333	282
Bisbee	49		161	311	351	200	431	335	390	409	548	89	482	205	307	131	324	93	263	383	282
Casa Grande	113	161		150	191	89	276	207	230	249	388	131	322	45	147	165	164	68	103	203	172
Cottonwood	261	311	150		48	173	129	139	175	236	245	280	179	105	41	250	19	216	101	80	287
Flagstaff	302	351	191	48		173	81	91	143	204	197	321	132	146	87	250	28	257	150	32	315
Globe	73	200	89	173	173		254	135	273	293	326	169	309	87	189	77	142	106	145	205	271
Grand Canyon	382	431	276	129	51	254		172	170	231	197	406	107	231	131	349	108	342	186	59	400
Holbrook	265	335	207	139	91	135	172		234	296	280	303	212	221	174	212	120	240	251	123	404
Kingman	342	390	230	175	143	273	170	234		61	340	360	275	185	144	350	171	296	128	111	215
Lake Havasu	362	409	249	236	204	293	231	296	61		401	381	340	204	192	370	232	317	148	172	156
Monument Vly	498	548	388	245	197	326	197	280	340	401		517	128	343	279	401	225	454	294	229	527
Nogales	73	89	131	280	321	169	406	303	360	381	517		453	175	277	154	294	64	233	353	302
Page	433	482	322	179	132	309	107	212	275	340	128	453		278	231	440	160	389	279	164	448
Phoenix	156	205	45	105	146	87	231	221	185	204	343	175	278		102	164	119	111	58	169	182
Prescott	258	307	147	41	87	189	131	174	144	192	279	277	231	102		267	60	213	61	67	216
Safford	82	131	165	250	250	77	349	212	350	370	401	154	440	164	267		264	130	222	282	348
Sedona	275	324	164	19	28	142	108	120	171	232	225	294	160	119	60	264		230	120	60	301
Tucson	45	93	68	216	257	106	342	240	296	317	454	64	389	111	213	130	230		169	280	238
Wickenburg	214	263	103	101	150	145	186	251	128	148	294	233	279	58	61	222	120	169		128	174
Williams	333	383	203	60	32	205	59	123	111	172	229	353	164	169	67	282	60	280	128		283
Yuma	282	331	172	287	316	271	400	404	215	155	527	302	448	182	216	348	301	238	174	283	

See page 15 for Travel Premium amounts

Wage Tables

Side Person	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues
2 Hours	\$100	+\$30 = [\$130]	\$3.00
3 Hours	\$150	+\$45 = [\$195]	\$4.50

<p>Wages (If the musician is paid as an employee and would receive a W-2)</p>	<p>[TOTAL] = Wages plus 30% payroll fees and pension (If the musician is paid as an independent contractor, is responsible for his/her own taxes and pension and would receive a 1099)</p>
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SECTION 1 - SINGLE ENGAGEMENTS *

Overtime: Overtime is to be defined and construed, for all purposes, as the time worked beyond the contracted time.

Note: Cooperative, percentage or shared engagements are positively forbidden.

Note: For Class "C" Single Engagements, a three (3) hour minimum shall apply.

Continuous Music: When the purchaser requires the entire musical unit (or a core from the unit) to play continuously, without a break, the participating musicians shall be paid a premium of 25% for each hour of continuous dance, dinner or incidental music. If a rehearsal is necessary, it shall be paid at the same rate as a show rehearsal. Each hour of continuous music must include a non-cumulative five-minute intermission.

Intermissions: Intermission time shall total 15 minutes for each hour of the engagement for all engagements of more than one hour.

Awards Ceremonies: When the purchaser requires the musical unit to accompany awards ceremonies which are either productions (not shows) or require special material, the participating musicians shall be compensated at the additional rate of **\$33 base / \$44 gross (work dues \$.99)**. When it is requested that the musical unit play only their normal sets and material in the background, no additional compensation is required. If a rehearsal is necessary, it shall be paid at the same rate as a show scale.

Dance and Show Scale: Where the show is played within the contracted dance time, add the following to the contract dance scale.

Dance & Show Scale	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Musician	\$83	+\$25 = [\$108]	\$2.49
Playing Musician shall receive additional pay for conducting any part of the show	\$90	+\$27 = [\$117]	\$2.70

25% 1st Chair & Rhythm Section Premium Applies
Doubling on show & rehearsal only: 20% for first double, 15% for each additional dbl.

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Rehearsals and Sound Checks – Regular Rehearsal Scale.

There shall be an intermission of at least 10 minutes prior to any show.

Devices Scale (for other than standard instruments) **where there is dancing:**

When electronic devices or other devices which add to the performance sound of the engagement are used by the contracted performer or performers, the following regulation will be enforced: a performer will charge and collect from the employer an additional sum amounting to one-half of one Side Person's salary, over and above the minimum wage scale.

New Year's Eve Schedule:

- A. In town: double single engagement scale.
- B. Out of town: double out of town scale.
- C. Any engagement played on December 31st (New Year's Eve), terminating prior to 9:00 PM, may be played at the regular scale.
- D. New Year's Eve engagements may not be canceled later than December 1st, except in the case of a member accepting steady employment of two weeks or longer (a week to consist of not less than two days), then 6 days notice applies.
- E. On any steady engagement when New Year's Eve falls on a regular working day, as contracted, there shall be no increase in wages, unless so stated in the written contract. If new year's eve falls on an off day, according to the written contract, the wages as stated in letter (a) or (b) shall and must prevail. All Contractors making new contracts on steady engagements that will include New Year's Eve are obligated to notify the employer of this condition.

Single Engagement Holiday Scale: On Easter, July 4th, Labor Day, Thanksgiving and Christmas, 20% is to be added to all Single Engagements.

Note: On all Friday and Saturday engagements, a four (4) hour minimum scale prevails on all engagements where there is dancing. This provision does not apply to any engagements terminating prior to 8:00 PM.

Sub-Leader's pay is the same as Leader's pay.

Class "A" Single Engagements *
Casual / Dance / Miscellaneous

All engagements taking place in resorts, casinos (except casino lounges without a headline act, which shall be considered Class "B") and downtown hotels

Leader	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
1 hour	\$138	+ \$42 = [\$180]	\$4.14
2 hours	\$149	+ \$45 = [\$194]	\$4.47
3 hours	\$164	+ \$50 = [\$214]	\$4.92
4 hours	\$179	+ \$54 = [\$233]	\$5.37
Overtime ½ hour or less	\$30	+ \$9 = [\$39]	\$.90

Side Person	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
1 hour	\$112	+ \$34 = [\$146]	\$3.36
2 hours	\$125	+ \$38 = [\$163]	\$3.75
3 hours	\$136	+ \$41 = [\$177]	\$4.08
4 hours	\$149	+ \$45 = [\$194]	\$4.47
Overtime ½ hour or less	\$30	+ \$9 = [\$39]	\$.90

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Class "B" Single Engagements *
Casual / Dance / Parades / Weddings / Miscellaneous

This scale shall apply to all Single Engagements (except those taking place in a resort, casino**, downtown hotel). Establishments serving only beer and wine, coffeehouses, restaurants, and other establishments not selling alcohol. Fraternal organizations such as the elks, moose, etc., When having a function for their members in their own hall, may receive a 25% discount on the applicable three or four hour Class "B" scale.

**An engagement in a casino lounge without a headliner shall be considered a Class "B" Single Engagement.

Leader	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
1 hour	\$98	+ \$30 = [\$128]	\$2.94
2 hours	\$110	+ \$33 = [\$143]	\$3.30
3 hours	\$119	+ \$36 = [\$155]	\$3.57
4 hours	\$133	+ \$40 = [\$173]	\$3.99
Overtime - per ½ hour or less	\$30	+ \$9 = [\$39]	\$.90

Side Person	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
1 hour	\$85	+ \$26 = [\$111]	\$2.55
2 hours	\$95	+ \$29 = [\$124]	\$2.85
3 hours	\$100	+ \$30 = [\$130]	\$3.00
4 hours	\$111	+ \$34 = [\$145]	\$3.33
Overtime ½ hour or less	\$30	+ \$9 = [\$39]	\$.90

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Class "A" and "B" Rehearsals and Sound Checks

All single engagement rehearsals and sound checks 2 hours or less

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader, 2 hours or less	\$69	+\$21 = [\$90]	\$2.07
Side Person, 2 hours or less	\$60	+\$18 = [\$78]	\$1.80
Overtime, per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

Class "C" Single Engagements *

Casual / Dance / Miscellaneous

Establishments serving only beer and wine, or coffeehouses and other establishments not serving alcohol.

Leader	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$68	+\$21 = [\$89]	\$2.04
4 hours	\$85	+\$26 = [\$111]	\$2.55
Overtime - per ½ hour or less	\$21	+\$7 = [\$28]	\$.63

Side Person	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$54	+\$17 = [\$71]	\$1.62
4 hours	\$67	+\$21 = [\$88]	\$2.01
Overtime - per ½ hour or less	\$21	+\$7 = [\$28]	\$.63

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 1

To be added to all scale classifications when applicable:

- * Cartage: page 13
- * Parking: page 15
- * Travel Premium: page 15
- * Principal Players: page 13
- * Doubling: page 12
- * Costumes/Special Attire: page 14
- * Strolling: page 14
- * Per Diem: page 16
- * Change of Location During Service(s): page 15

Music Festivals *

Class “A” Rates: Large festivals sponsored or underwritten with the assistance of national advertisers such as Coors, Frito-Lay, etc.

Class “B” Rates: Community festivals with local and statewide underwriters and advertisers.

Class “C” Rates: Festivals run by small private and non-profit organizations, self-sponsored or with limited local community or merchant sponsorship.

*** All Requirements of Pension, Cartage, Parking, Travel Premiums, Principal Players, Costumes/Special Attire, Strolling, Per Diem and Change of Location during Services to be added to all scale classifications when applicable.**

Nightclubs, Bars, Lounge, etc...

SCALE: \$25.00/Hr. single or Flat rate minimum

Extra on New Years Eve: Double Scale for Engagements terminating after 7:00pm on New Years Eve

Religious / Funeral / Church Service *

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
2 hours or less	\$75	+ \$23 = [\$98]	\$2.25
3 hours	\$94	+ \$29 = [\$123]	\$2.82
Additional Service, same day, 2 hours or less	\$75	+ \$23 = [\$98]	\$2.25
Rehearsal on a separate day, 2 hours or less	\$75	+ \$23 = [\$98]	\$2.25
Overtime - per ½ hour or less	\$30	+ \$9 = [\$39]	\$.90

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

To be added to all scale classifications when applicable:

- * Cartage: page 13
- * Parking: page 15
- * Travel Premium: page 15
- * Principal Players: page 13
- * Doubling: page 12
- * Costumes/Special Attire: page 14
- * Strolling: page 14
- * Per Diem: page 16

* Change of Location During Service(s):

Recording and Broadcasting Agreements Apply, see Section 6

SECTION 2 – STEADY ENGAGEMENTS *

Intermissions: Intermissions time shall total 15 minutes for each hour of the engagement for all engagements of more than one hour.

Class “A” Steady Engagements *

Resort, Downtown Hotel, Casino

Note: for 2-hour scale, call Local

Leader	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$100	+\$30 = [\$130]	\$3.00
3½ hours	\$103	+\$31 = [\$134]	\$3.09
4 hours	\$112	+\$34 = [\$146]	\$3.36
Overtime - per ½ hour or less	\$30	+\$9= [\$39]	\$.90

Side Person	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$77	+\$24 = [\$101]	\$2.31
3½ hours	\$83	+\$25 = [\$108]	\$2.49
4 hours	\$89	+\$27 = [\$116]	\$2.67
Overtime - per ½ hour or less	\$30	+\$9= [\$39]	\$.90

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

When playing in or for Class “A” Shows, add this amount to scale:

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
Per ½ hour or less	\$19	+\$6 = [\$25]	\$.57

Class “A” Rehearsals and Sound Checks

All steady engagement rehearsals and sound checks 2 hours or less

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
Leader, 2 hours or less	\$69	+\$21 = [\$90]	\$2.07
Side Person, 2 hours or less	\$60	+\$18 = [\$78]	\$1.80
Overtime, per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Class "B" Steady Engagements *

This scale shall apply to all steady engagements except those taking place in a resort, casino, and downtown hotel or Class "C" establishment.

Note: for 2-hour scale, call Local

Leader/Single	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$77	+\$24 = [\$101]	\$2.31
3½ hours	\$83	+\$25 = [\$108]	\$2.49
4 hours	\$89	+\$27 = [\$116]	\$2.67
Overtime, per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

Side Person	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$65	+\$20 = [\$85]	\$1.95
3½ hours	\$71	+\$22 = [\$93]	\$2.13
4 hours	\$78	+\$24 = [\$102]	\$2.34
Overtime, per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

When playing in or for Class "B" Shows, add this amount to scale:

Per Night	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

Class "B" Rehearsals and Sound Checks

All steady engagement rehearsals and sound checks 2 hours or less

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader, 2 hours or less	\$69	+\$21 = [\$90]	\$2.07
Side Person, 2 hours or less	\$60	+\$18 = [\$78]	\$1.80
Overtime, per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Class 'C' Steady Engagements *

Establishments serving only beer and wine, or coffeehouses and other establishments not serving alcohol.

Note: for 2-hour scale, call Local

Leader/Single	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$54	+\$17 = [\$71]	\$1.62
3½ hours	\$56	+\$17 = [\$73]	\$1.68
4 hours	\$57	+\$18 = [\$75]	\$1.71
Overtime, per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

Side Person	"BASE", W-2 Wages	("GROSS") independent contractor, 1099 +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
3 hours	\$45	+\$14 = [\$59]	\$1.62
3½ hours	\$46	+\$14 = [\$60]	\$1.68
4 hours	\$47	+\$15 = [\$62]	\$1.71
Overtime, per ½ hour or less	\$16	+\$5 = [\$21]	\$.48

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Steady Cocktail Hours Scale (AA & A) *

Ending by 8 p.m., 2 hours or less

Over 2 hours, refer to 3 hour scale

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader, 2 hours or less	\$58	+\$18 = [\$76]	\$1.74
Side Person, 2 hours or less	\$48	+\$15 = [\$63]	\$1.44

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Steady Engagements for Church Organists *
Congregation / Seating - Class "A" 1000 or more w/d

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Organist, per service	\$62	+\$19 = [\$81]	\$1.86
Rehearsal, 2½ hours or less	\$34	+\$11 = [\$45]	\$1.02
Overtime, per ½ hour or less	\$12	+\$4 = [\$16]	\$.36

Congregation / Seating - Class "B" 500-999 w/d

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Organist, per service	\$45	+\$14 = [\$59]	\$1.35
Rehearsal, 2½ hours or less	\$34	+\$11 = [\$45]	\$1.02
Overtime, per ½ hour or less	\$12	+\$4 = [\$16]	\$.36

Congregation / Seating - Class "C" 499 or less w/d

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Organist, per service	\$40	+\$12 = [\$52]	\$1.20
Rehearsal, 2½ hours or less	\$34	+\$11 = [\$45]	\$1.02
Overtime, per ½ hour or less	\$12	+\$4 = [\$16]	\$.36

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

To be added to all scale classifications when applicable:

- * Cartage: page 13
- * Parking: page 15
- * Travel Premium: page 15
- * Principal Players: page 13
- * Doubling: page 12
- * Costumes/Special Attire: page 14
- * Strolling: page 14
- * Per Diem: page 16
- * Change of Location During Service(s): page 15

SECTION 3 – PROFESSIONAL SINGLE SHOW SCALE *

Services are a maximum of 2½ hours, including intermission.

Professional Single Show scale shall be a flat-rate scale. This rate includes all principal overscales and up to two (2) doubles per musician. Musicians shall not be paid overscale above this flat rate for principal positions or up to two (2) doubles. Additional doubles beyond the second shall be compensated at the applicable rate (15% of scale per double). This flat scale compensates for one (1) rehearsal of up to 2.5 hours and one (1) performance of up to 2.5 hours. Beyond this time, applicable overtime will apply. Additional performances may be added at the rate of 2/3 of the flat rate scale per performance. If a performance after the first takes place at a different venue, a sound check lasting no more than 30 (thirty) minutes and beginning not more than 2 (two) hours before the start of the second performance may be included in the scale for the second performance. Any sound check longer than 30 minutes, and/or beginning more than 2 hours before shall be considered a rehearsal.

- A. **Intermissions:** If show is two hours or longer, **there shall be 15 minutes of intermission on all shows of more than 2 hours.** If show exceeds 2 hours without intermission, then each musician is to be compensated at the rate of one segment of overtime as stipulated in these wage scales.
- B. Any services occurring in another location shall be construed as a separate engagement.
- C. Show only: no other types of services are to be provided without additional compensation. Multiple performances of the same show within the 2½ – hour limit are allowed.
- D. Any musician who is required to play additional incidental music such as dance, cocktail or awards presentation music from the bandstand shall be paid an additional **\$26.00 per half (1/2) hour** or fraction thereof.
- E. On all engagements, members may be required to wear formal attire (tuxedos for men, appropriate matching attire for women). Any other uniform or special suit required must be furnished by the management. **A musician required to wear any special costume other than normal casual wear, business attire or tuxedo, shall be paid an additional \$15.00 per performance.**
- F. Musicians required to perform onstage in view of the audience as part of the show and/or act, whether playing or not, shall be paid an additional 25% of the Section player's minimum rate applicable for the basic session. The change of location surcharge shall not apply to this requirement.
- G. A one - hour break between the end of the rehearsal and the start of a show is required.
- H. Failure to comply will result in the payment of double over time. If the time period between the ending of a rehearsal and the beginning of a show exceeds two (2) hours, compensation for each musician shall be as follows:
 - 1. 3 hours – one (1) segment of overtime.
 - 2. 4 hours – two (2) segments of overtime.
 - 3. No premiums shall apply beyond four hours.

Class "A" Single Show **

Applicable to all venues with seating capacity of 2,000 seats or more, all "Class A" resorts and downtown hotels, casinos***, industrial shows, variety shows, corporate functions, ice shows, circuses, all performances involving national headline acts**, celebrity shows / concerts, out door venues (excluding MPF engagements) and similar engagements.

** For further information, contact the Local.

***All shows taking place at a casino, including adjacent facilities (amphitheaters, parking lots, casino hotel ballrooms...) shall be considered a Class "A" Show, with the following exception: a show taking place in a "secondary" show room or lounge within the casino with a seating capacity of less than 700 seats and not falling into the category of a national headline act, shall be considered a Class "B" Show.

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$327	+\$98 = [\$425]	\$9.81
Side Person	\$289	+\$86 = [\$375]	\$8.67
Non-playing Contractor (or 10% of the musical services contract, whichever is greater)	\$346	+\$104 = [\$450]	\$10.38
Overtime, per ½ hour or less	\$31	+\$9 = [\$40]	\$.93

Playing Contractor receives Side Person's wages plus Non-Playing Contractor's fee.

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Class "B" Single Show **

Applicable to venues with seating capacity of 1,000 to 1,999 seats, excluding the following: industrial shows, ice shows, circus, national headlining acts**, and Class "C" establishments. *

** For further information, contact the Local.

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$289	+\$86 = [\$375]	\$8.67
Side Person	\$250	+\$75 = [\$325]	\$7.50
Non-playing Contractor (or 10% of the musical services contract, whichever is greater)	\$308	+\$92 = [\$400]	\$9.24
Overtime, per ½ hour or less	\$31	+\$9 = [\$40]	\$9.93

Playing Contractor receives Side Person's wages plus Non-Playing Contractor's fee.

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Class "C" Single Show **

Applicable to all venues with a seating capacity of 999 or fewer seats, which do not fall into Class "A" or Class "B" categories.

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$231	+\$69= [\$300]	\$6.93
Side Person	\$193	+\$57 = [\$250]	\$5.79
Non-playing Contractor (or 10% of the musical services contract, whichever is greater)	\$250	+\$75 = [\$325]	\$7.50
Overtime, per ½ hour or less	\$31	+\$9 = [\$40]	\$.93

Playing Contractor receives Side Person's wages plus Non-Playing Contractor's fee.

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Required transposition of parts: add 20% to scale.

To be added to all scale classifications when applicable:

- * Cartage: page 13
- * Parking: page 15
- * Travel Premium: page 15
- * Principal Players: page 13
- * Doubling: page 12
- * Costumes/Special Attire: page 14
- * Strolling: page 14
- * Per Diem: page 16
- * Change of Location During Service(s): page 15

SECTION 4 – THEATRICAL PRODUCTIONS **

**** When only one or two theatrical performances are presented, then Single Show scale will apply. Refer to SECTION 3 – SINGLE SHOW SCALE**

Onstage: Musicians required to perform on stage in view of the audience as part of the show and/or act, whether playing or not, shall be paid an additional 25% (twenty-five percent) of the section player's minimum rate applicable for the basic session. The Change of Location surcharge does not apply to this requirement.

Dress: On all engagements, members may be required to wear formal attire (tuxedos for men, appropriate matching attire for women). Any other uniform or special suit required must be furnished by the management.

Costumes / Special Attire: A musician required to wear any special costume other than normal casual wear, business attire or tuxedo, shall be paid an additional \$15.00 per performance.

Shows or Amateur Performances staged in theaters or elsewhere, where musicians are employed and their services to be paid for by other than bona fide theater managers who have a working agreement with this organization must deposit said salaries in escrow with the Secretary -Treasurer prior to the engagement.

Intermissions: There shall be 15 minutes of intermission during each show or rehearsal of more than 2 hours. In no case shall the musicians(s) be required to play for more than 1.5 continuous hours without a mandatory break or intermission.

Note: Orchestra Leaders / Contractors accepting engagements contrary to the above provisions will positively be held responsible for the salaries of musicians employed.

To be added to all scale classifications when applicable:

* Cartage:	page 13
* Parking:	page 15
* Travel Premium:	page 15
* Principal Players:	page 13
* Doubling:	page 12
* Costumes/Special Attire:	page 14
* Strolling:	page 14
* Per Diem:	page 16
* Change of Location During Service(s):	page 15

(A) Major Venue – 2,000 Or More Seats * , **
3 hours or less

Independent of any other wage scale proposals, a 3% wage scale increase for Class (A) Theatrical Scale shall go into effect as of July 1, 2016.

Performance (3 hours or less)	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$154	+\$47 = [\$201]	\$4.62
Side Person	\$134	+\$41 = [\$175]	\$4.02
Overtime - per ¼ hour or less	\$30	+\$9 = [\$39]	\$.90

Rehearsal "A"

Rehearsal (2 hours or less),	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$84	+\$26 = [\$110]	\$2.52
Side Person	\$71	+\$22 = [\$93]	\$2.13
Overtime - per ¼ hour or less	\$30	+\$9 = [\$39]	\$.90

Sound Check "A"

Sound Check, 1 hour or less	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$68	+\$21 = [\$89]	\$2.04
Side Person	\$58	+\$18 = [\$76]	\$1.74
Overtime - per ¼ hour or less	\$30	+\$9 = [\$39]	\$.90

Sound Check – 1 hour or less, beginning no earlier than 2 hours before the start of a performance

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

** All Musicians that are hired as substitutes for less then all services in a week in a Theatrical Production shall receive an additional 10% of scale for each service performed
(To Take Effect July 1, 2016)

(B) Large Venue – 1,000 – 1,999 Seats *

3 hours or less

Applicable to all venues with seating capacity of 1,000 to 1,999 seats or less and all Class “B” single engagement locations and outdoor venues (excluding MPF engagements) except when presenting industrial shows, ice shows, circus, national headlining acts**, and Class “C” establishments. *

** For further information, contact the Local.

Performance (3 hours or less)	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$128	+\$39 = [\$167]	\$3.84
Side Person	\$112	+\$34 = [\$146]	\$3.36
Overtime - per ¼ hour or less	\$29	+\$9 = [\$38]	\$.87

Rehearsal "B"

Rehearsal (2 hours or less),	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$66	+\$20 = [\$86]	\$1.98
Side Person	\$50	+\$15 = [\$65]	\$1.50
Overtime - per ¼ hour or less	\$29	+\$9 = [\$38]	\$.87

Sound Check "B"

Sound Check, 1 hour or less	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$50	+\$15 = [\$65]	\$1.50
Side Person	\$44	+\$13 = [\$57]	\$1.32
Overtime - per ¼ hour or less	\$29	+\$9 = [\$38]	\$.87

Sound Check – 1 hour or less, beginning no earlier than 2 hours before the start of a performance

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

(C) Mid-Size Venue – 500 – 999 Seats *

3 hours or less

Performance (3 hours or less)	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$107	+\$32 = [\$139]	\$3.21
Side Person	\$90	+\$27 = [\$117]	\$2.70
Overtime - per ¼ hour or less	\$29	+\$9 = [\$38]	\$.87

Rehearsal "C"

Rehearsal (2 hours or less)	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$50	+\$15 = [\$65]	\$1.50
Side Person	\$44	+\$13 = [\$57]	\$1.32
Overtime - per ¼ hour or less	\$29	+\$9 = [\$38]	\$.87

Sound Check 'C'

Sound Check, 1 hour or less	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$32	+\$10 = [\$42]	\$.96
Side Person	\$31	+\$10 = [\$41]	\$.93
Overtime - per ¼ hour or less	\$29	+\$9 = [\$38]	\$.87

Sound Check – 1 hour or less, beginning no earlier than 2 hours before the start of a performance

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

(D) Small Venue – 0 – 499 Seats *

3 hours or less

Performance (3 hours or less)	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$84	+\$26 = [\$110]	\$2.52
Side Person	\$71	+\$22 = [\$93]	\$2.13
Overtime - per ¼ hour or less	\$28	+\$9 = [\$37]	\$.84

Rehearsal "D"

Rehearsal (2 hours or less)	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$34	+\$11 = [\$45]	\$1.02
Side Person	\$28	+\$9 = [\$37]	\$.84
Overtime - per ¼ hour or less	\$15	+\$5 = [\$20]	\$.45

Sound Check "D"

Sound Check, 1 hour or less	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$26	+\$10 = [\$36]	\$.78
Side Person	\$24	+\$9 = [\$33]	\$.72
Overtime - per ¼ hour or less	\$15	+\$9 = [\$24]	\$.45

Sound Check – 1 hour or less, beginning no earlier than 2 hours before the start of a performance

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Excluded charges for (D) – Principal Players Premium; Onstage Premium

Doubling rates are 10% for 1st double and 7.5% for all doubles thereafter.

To be added to all scale classifications when applicable:

- * Cartage: page 13
- * Parking: page 15
- * Travel Premium: page 15
- * Principal Players: page 13
- * Doubling: page 12
- * Costumes/Special Attire: page 14
- * Strolling: page 14
- * Per Diem: page 16
- * Change of Location During Service(s): page 15

SECTION 5 – CONCERTS *

Intermissions: There shall be 15 minutes of intermission during each concert, 2 hours or less

(A) Concerts *

Brass Band, Jazz, Pop, Rock, C&W, Latin, Folk, Chamber Music Ensembles, etc., 2 hours or less

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$156	+\$47 = [\$203]	\$4.68
Side Person	\$119	+\$36 = [\$155]	\$3.57
Playing Contractor	\$202	+\$83= [\$263]	\$7.89
Overtime - per ½ hour or less	\$28	+\$9 = [\$37]	\$.84

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

(B) Symphony & Chamber Orchestra *

2 ½ hours or less

15 musicians or more	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Conductor	\$251	+\$76 = [\$327]	\$7.53
Section Player	\$91	+\$28 = [\$119]	\$2.73
Non-playing Contractor	\$161	+\$49 = [\$210]	\$4.83
Playing Contractor	\$252	+\$76 = [\$328]	\$7.56
Overtime - per ½ hour or less	\$20	+\$6 = [\$26]	\$.60

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

* **Concertmaster: 100% to be added to rehearsal and concert scale**

* **Principals: 25% to be added to rehearsal, sound check and concert scale**

(C) Opera – Oratorios – Ballet, Etc. *

3 hours or less

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Conductor	\$285	+\$86 = [\$371]	\$8.55
Section Player	\$95	+\$29 = [\$124]	\$2.85
Non-playing Contractor	\$169	+\$51 = [\$220]	\$5.07
Playing Contractor	\$260	+\$78 = [\$338]	\$7.80
Overtime - per ½ hour or less	\$20	+\$6 = [\$26]	\$.60

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

* **Concertmaster: 100% to be added to rehearsal and concert scale**

* **Principals: 25% to be added to rehearsal and concert scale**

(D) Rehearsals & Sound Checks *

2 hours or less

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Conductor	\$127	+\$39 = [\$166]	\$3.81
Leader	\$89	+\$27 = [\$116]	\$2.67
Section Player	\$67	+\$21 = [\$88]	\$2.07
Non-playing Contractor	\$100	+\$30 = [\$130]	\$3.00
Playing Contractor	\$164	+\$50 = [\$214]	\$4.92
Overtime - per ½ hour or less	\$19	+\$6 = [\$25]	\$.57

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

(E) Music Performance Funds Concerts (MPF) *

All Gross and Base scales (with the exception of MPF, Section 5E) shall be rounded up to the next even dollar following any changes beginning July 1, 2012.

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader	\$126	+\$? = [\$? Check with Union]	\$6.30 collected by MPF
Side Person	\$96	+\$? = [\$? Check with Union]	\$4.80 collected by MPF

* Pension contribution of 4% of scale paid by MPF and Co-Sponsor

(F) Rehearsal Pianist *

Concerts, Opera, Ballet

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payroll/pension = [TOTAL]	3% Work Dues of "BASE"
Side Person, Per ½ hour, 2 ½ hour minimum call	\$23	+\$7 = [\$30]	\$.69

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

To be added to all scale classifications when applicable:

- * Cartage: page 13
- * Parking: page 15
- * Travel Premium: page 15
- * Principal Players: page 13
- * Doubling: page 12
- * Costumes/Special Attire: page 14
- * Strolling: page 14
- * Per Diem: page 16
- * Change of Location During Service(s): page 15

* These categories do not apply to **(E) MPF Engagements**

SECTION 6 - COMMERCIAL MEDIA BROADCASTING *

NOTE: Local 586 conforms to the most current AFM negotiated minimum scales for State, National and International Media Broadcasts. Contact the Local for specifics

Local Definitions: Local commercial radio, public radio, public television, basic cable television and videotape/live television, providing the emanating broadcast is confined to the Local's jurisdiction.

- A. Commercial media broadcasts: Broadcasts over which any commercial advertising is announced shall be construed as commercial media broadcasts.
- B. Local media broadcasts: Broadcasts originated by a media broadcaster and transmitted to any other local media outlet shall be construed as Local broadcasts.
- C. Local non-profit cable access television: Non-profit broadcasts aired only on one local cable access channel, e.g. City of Phoenix cable access channel.
- D. State network broadcasts: Broadcasts originated by commercial media and transmitted over one or more additional local media outlets within the boundaries of Arizona shall be construed as state network broadcasts.
- E. Transcontinental chain broadcasts: Broadcasts originated and transmitted for release over more than one station beyond the boundaries of the state of Arizona shall be construed as transcontinental broadcasts.
- F. Intermissions: An intermission of ten (10) minutes must be allowed out of every hour of continuous play.
- G. For all time (rehearsal and/or broadcast) between the hours of 12:00 midnight and 6:00 am, musicians shall be paid for overtime at double the regular rate of pay, and such time shall not apply against regular time and pay.

To be added to all scale classifications when applicable:

* Cartage:	page 13
* Parking	page 15
* Travel Premium:	page 15
* Doubling:	page 12
* Per Diem	page 16

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

State Net or Transcontinental Chain Broadcast:**

\$25.00 per media outlet carrying broadcast to be added to each musician's scale

MINIMUM SCALES FOR COMMERCIAL MEDIA BROADCASTS *

All Local 586 Media Scales (other than transmission solely in the Local 586 jurisdiction) are based on current minimum scales as negotiated by the American Federation of Musicians.

Commercial Radio (1 hour minimum)	\$117	Additional time \$32 per 15 minutes
Public Radio (1 hour minimum)	\$ 92	Additional time: \$28 per 15 minutes
Commercial Television (1 hour minimum)	\$168	Additional time \$45 per 15 minutes
Public Television (1 hour minimum)	\$117	Additional time \$32 per 15 minutes

Work Dues: Local electronic broadcast media work dues are 3 percent of minimum scales

National electronic broadcast media work dues are 3½ percent of minimum scales

Re-Broadcasts and Simulcasts *

Each play of original recording: 50% of above scale plus \$32 to be added to each musician's scale per each media outlet carrying the replay.

A copy of the recording must be presented to Local 586 immediately, no later than the next business day thereafter, to be stored in the Local 586 Music Reference Library.

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

SECTION 7 - AUDITION RECORDINGS AND TRANSCRIPTS *

For wages and conditions for all mechanical recordings, consult the office.

IMPORTANT NOTICE TO RECORDING MUSICIANS

It is a violation of American Federation Bylaws for AFM members to play on "dark date" recordings of any type. Dark date recordings are those which are done with no applicable AFM agreement in place to protect the musicians' work product from future use without compensation. There are many agreements, such as Demo Recording, Limited Pressing, Commercials & Jingles, Movie Soundtrack Scoring to name just a few.

Failure to provide musical services in the absence of having the proper AFM agreement in place can result in fines up to \$50,000.00 per musician.

Please contact Local 586 concerning any recording matters. The Local and the AFM's Electronic Media Services Department can help musicians with all questions having to do with recording matters and procedures for ensuring the proper paperwork is being filed with the AFM.

Demonstration Recording *

3 (three) hour minimum per session, including rehearsal: maximum of six songs recorded per session.

	("BASE"/ W-2) Wages	("GROSS" independent contractor/1099) +30% payrolling/pension = [TOTAL]	3% Work Dues of "BASE"
Leader or Single Musician	\$67/ hour	+\$21 = [\$88/hour]	\$2.01/hour
Side Person	\$46/hour	+\$14 = [\$60/hour]	\$2.67/hour
Overtime – per ½ hour or less	\$21	+\$7 = [\$28]	\$.63

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Stipulation: All records must be labeled demonstration records not for sale or commercial use.

Form B-5 contract blank and Addendum A must be used.

Notice

The Secretary's office must be notified when and where all recording sessions are to be played, which must be written up on the appropriate contract blanks, signed by the parties pertinent thereto, and approved by Local 586, before services for the session are performed.

Arrangers, Orchestrators, Copyists, Librarians

Arrangers, orchestrators, copyists and librarians shall be paid not less than the rate set below and the conditions set forth shall apply: Full copies of scale available at office (Phonograph Record Agreement scale).

A. Arrangers

1. Definition – arranging is the art of preparing and adapting an already written composition for presentation in other than its original form. An arrangement shall include re-harmonization, paraphrasing and/or melodic development of a composition so that it fully represents the melodic, harmonic and rhythmic structure and requires no changes or additions.
2. Arranging shall be paid for in addition to orchestrating where the same Person performs the work of the two classifications. Payment for making and orchestrating and arrangement shall cover both the minimum for arranging and orchestrating.

B. Orchestrators

1. Definition – Orchestrating is the labor of scoring the various voices and/or Instruments of an arrangement without changing or adding to the melodies, counter melodies, harmonies and rhythms.

GUIDELINES FOR ADDENDUM “A” – LIMITED PRESSING

Production of Sound Recordings, Tapes, Discs and Digital Downloads * (not to exceed 10,000 copies)

Length of agreement: one (1) year from release date of original recording.

Minimum Wage Scales: \$68.00 per hour with a two (2) hour minimum call, except in the case of an over-dubbing where the minimum call may be one (1) hour.

Overtime to be pro-rated in one-half (½) hour segments.

Length of finished product per session: Contact the Local.

All other recording conditions: Cartage, doubling, multiple part, rest periods, holidays and premium time: contact the Local.

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

Music preparation: contact the Local

* PENSION CONTRIBUTION APPLIES: see Leaders/Contractors Surcharge Schedule, page 11

A B-9 contract must be files for limited pressing recordings.

In the event such limited pressings exceed 5,000, an upgrade payment to the musicians who participated in such limited pressing recording will be paid based upon the difference between the amount originally paid to them and the scale in effect at the time that limited pressing recording exceeds 5,000 (2,000 in Canada)

This formula may not be utilized for:

- (A) “New Use” soundtrack albums
- (B) Symphony Orchestras

Recordings made under the limited pressing formula may not be utilized as underscoring for motion pictures, theatrical films, television film, videotape, or live television production.

**Limited Pressing not to exceed 10,000 copies. Call the Local for current information
Contact the Secretary’s office for any additional information.**

Appendix: Local performance venue capacities

Alex Theatre (Glendale Arts) - Glendale	1,413
Ardrey Auditorium (NAU) - Flagstaff	1,491
Arizona Broadway Theatre - Peoria	400
ASU Gammage - Tempe	3,018
ASU Sun Devil Stadium - Tempe	71,706
ASU Wells Fargo Arena - Tempe	14,000
Ashley Furniture HomeStore Pavilion - Phoenix	20,000
Broadway Palm West Dinner Theatre - Mesa	500
Chandler Center for the Arts - Chandler	
Main Stage	1,508
Hal Bogle Theatre	346
Recital Hall	250
Chase Field - Phoenix	48,500
Celebrity Theatre - Phoenix	2,650
Comerica Theatre (Dodge Theatre) - Phoenix	5,500
Grand Canyon University Arena - Phoenix	5,000
Herberger Center for the Arts - Phoenix	
Center Stage	802
Stage West	325
Jobing.com Arena - Glendale	19,000
Maricopa County Events Center (Sundome) - Sun City	7,034
Mesa Arts Center - Mesa	
Ikeda Theater	1,588
Piper Repertory Theater	550
Musical Instrument Museum Music Theater - Phoenix	299
Orpheum Theatre - Phoenix	1,364
Phoenix Symphony Hall - Phoenix	2,387
Phoenix Theatre - Phoenix	387
Scottsdale Center for the Arts - Scottsdale	
Piper Theatre	853
Stage 2	137
Tempe Center for the Arts - Tempe	
Theater	600
Studio	257
Lakeside	219
US Airways Center - Phoenix	17,000
University of Phoenix Stadium - Glendale	63,400
Veteran's Memorial Coliseum - Phoenix	14,870
Yavapai Community College Auditorium 0- Prescott	1,100

The members of the 2017 Wage Scale Committee were:

Jon Rauhouse, chair

Jerry Donato

John Willis

Nathan Mitchell

Doug Robinson