

# MASTER AGREEMENT

## ARTICLE I

### PARTIES, TERM, AND APPLICABILITY

A. **Parties:** FLINTRIDGE PREPARATORY SCHOOL (the “Employer”) and the AMERICAN FEDERATION OF MUSICIANS, Local 47 (the “Local”) agree to the following terms and conditions (the “Agreement”).

B. **Term:** This Agreement shall be in effect commencing February 1, 2020 continuing through January 31, 2023, and from Contract Year (defined as the period from each February 1 to the following January 31) to Contract Year thereafter, unless written notice is given by either party to the other of its desire to terminate or modify the Agreement as provided in 29 USC §158(d).

C. **Services Covered:** This Agreement shall constitute the entire Agreement between the parties with respect to the subject matters set forth herein. It shall apply to all musical services performed by Local 47 musicians for the Employer for musical theater productions.

## ARTICLE II

### RELATIONSHIP OF THE PARTIES

A. **Notice:** The Employer shall provide the Local with a 10-day written notice prior to the opening of any new show or attraction, giving the following information:

- (1) Name of attraction;
- (2) Dates of engagement;
- (3) Name of Contractor;
- (4) The number of Local musicians authorized to be hired for the engagement and the names and social security numbers of the Local musicians hired as of notification date.

B. **Recognition:** The Employer recognizes the Local as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of the professional musicians covered by this Agreement.

C. **Union Membership:** Any professional musician who is a member of the Local on the effective date of this Agreement or who becomes a member of the Local during the term of this Agreement shall, as a condition of employment, remain a member in good standing of the Local as that term is defined in applicable federal law. Any Professional Musician who, on the effective date of this agreement, is not a member of the Local shall, no later than the 30<sup>th</sup> day after the effective date of this agreement, become, and remain, a member in good standing of the Local as that term is defined in applicable federal law. Any Professional Musician hired by the Employer after the effective date of this Agreement shall, as a condition of employment, become a member in good standing of the Local, as that term is defined in applicable federal law, no later than the 30<sup>th</sup> day following the date

of his/her first service for the Employer. Nothing contained herein shall, however, require the Employer to discharge or in any way discriminate against any employee who has been denied membership or has had his/her membership in the Local terminated for any reason other than the failure of such employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

D. **Work Dues Check-off:** The Employer shall deduct from the compensation of each professional musician the uniformly required Work Dues of the Local, and shall transmit such deducted sums to the Local no later than the 15th day of the month following the month in which the sums have been deducted.

E. **Union Rules:** All rules and regulations of the Local in effect as of this date and not in conflict with the specific terms of this Agreement shall be applicable as part of this Agreement. All such rules and regulations, together with the terms and conditions of this Agreement, shall constitute the entire Agreement between the parties with respect to the subject matters set forth in this Agreement.

F. **Conflict of Duties:** Nothing in this Agreement shall be construed as to interfere with the obligations owed by professional musicians engaged by the Employer to the Local or to the American Federation of Musicians.

G. **Right of Access:** Representatives of the Local shall have access to the place of any service for the purpose of conferring with the professional musicians.

H. **Non-discrimination:** The Employer and the Local shall comply with all applicable local, State and Federal non-discrimination laws. Further, the Employer shall not discriminate against any professional musician as to employment for any consideration not related to the employee's competence to perform the duties of a Professional musician, e.g., race, religion, sex, age, national origin, ethnic background, political affiliation, union activities, sexual orientation, or reasonably accommodated physical or mental disability.

### ARTICLE III COMPENSATION

A. **Performances:** The sidemusician's scale ("Base Scale") for each Performance shall be the following rates, with a three-hour minimum call. Time beyond the three-hour call shall be prorated in quarter-hour minimum segments.

2/1/2020-1/31/2021	2/1/2021 – 1/31/2022	2/1/2022- 1/31/2023
\$177.50	\$186.00	\$194.50

B. **Rehearsals:** The sidemusician's Base Scale for each Rehearsal shall be the following rates, with a three-hour minimum call. Time beyond the three-hour call shall be prorated in quarter-hour minimum segments.

2/1/2020-1/31/2021	2/1/2021 – 1/31/2022	2/1/2022- 1/31/2023
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\$167.50	\$176	\$184.50
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C. **Outside Events:** The sidemusician’s Base Scale for each Outside Event shall be the following rates, up to a four-hour call which may include up to a 90 minute sound check which includes a 30 minute break between the end of the sound check and the beginning of the performance. The floating premiums or other premiums shall not apply. Time beyond the four-hour call shall be prorated in quarter-hour minimum segments.

2/1/2020-1/31/2021	2/1/2021 – 1/31/2022	2/1/2022- 1/31/2023
\$285.00	\$295.00	\$305.00

D. **Break Before Performances:** A rehearsal including any additional time, except as otherwise provided, must end at least 1 hour before the start of a performance. In the event a rehearsal is held during any part of the hour immediately preceding a performance, there shall be a premium of \$12.00.

E. **Special one-hour Services:** For a service on opening night or when a principal understudy is being utilized for the first time and when the service ends approximately one-half hour before the start of the performance and lasts no longer than one hour, Base Scale for that one-hour service shall be:

2/1/2020-1/31/2021	2/1/2021 – 1/31/2022	2/1/2022- 1/31/2023
\$40.00	\$50.00	\$60.00

F. **Rehearsal Pianists:** The Employer may call a pre-show rehearsal for a rehearsal pianist before any performance. For all services, the rehearsal pianist shall be covered by the same provisions that apply to other professional musicians regarding Base Scale, premium time, pension, health and welfare, etc.

G. **Contractor/Conductor:** The scale for the Contractor and, when applicable, for a local Conductor shall be 200% of Base Scale.

H. **Premium Positions:** Additional monies totaling 50% of Base Scale shall be distributed among the musicians as premium scale. The determination of this distribution shall be communicated to all affected musicians and the Local at the time of hiring. Neither a local Conductor nor a non-playing contractor shall be eligible to receive premium scale, nor shall any one position receive more than 50% of Base Scale as premium scale.

I. **Premium Times:** The scale for all work after midnight shall be 150% of the otherwise applicable scale, computed in half-hour segments. The rate for services on New Year’s Eve shall be double the normal rate.

J. **Seventh Consecutive Day:** The scale for any individual professional musician working on a seventh consecutive day shall be 150% of the regular daily wage.

K. **Time Spread:** Except where there are matinee and evening performances on the same day, professional musicians shall receive additional compensation whenever the working day (time called until time dismissed) including rehearsals exceeds eight hours. The additional compensation shall be:

Hours in Working Day	Amount
8 to 10	\$20.00
more than 10 but not more 12	\$25.00
more than 12 hours	\$36.00

L. **Doubling:** The scale for any professional musician required to play more than one instrument during a service or to play the part of another instrument (other than incidental passages cued in the arrangement) to avoid hiring a musician to play that part shall include an additional 25% of Base Scale for the first double and 10% for each additional double. Any individual amplifier or any electronic device used to alter or enhance the sound of an acoustic instrument shall be considered as a double for that instrument. Instruments within each of the following groups shall be considered a single instrument and shall not give rise to doubling: (1) timpani; (2) drum set; (3) all mallet keyboard instruments; (4) all accessory percussion instruments; (5) all Latin percussion instruments; (6) all manual keyboard instruments.

M. **Moves:** Any professional musician who is required to move during any performance from the pit to the stage or from the stage to the pit shall be paid \$10.00 in addition to the regular wages for each performance.

N. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer will contribute 14.388% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

O. **Health & Welfare Contributions:** The Employer shall be bound by the *Professional Musicians Local 47 and Employers' Health and Welfare Trust Agreement* of February 12, 1970 (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to that Fund on behalf of each Professional Musician it employs at the rate of 11% of that Musician's scale wages.

P. **Timeliness of Payments:** Payment for all Services shall be made within 15 working days of the final Service in each week. Wages not paid within this time period shall be subject to liquidated damages of 5% of the amount due plus an additional 5% for each additional 15 day period that the payments are late. Payment for contributions to the AFM-EPF and the Health and Welfare Fund shall be made by the 15th day of the month following each performance. Contributions to these funds not paid within this time period shall be subject to liquidated damages of 20% of the amount due plus an additional 20% for each additional month the payments are late.

Q. **Over-scale Musicians:** All wage scales stated in this Agreement are guaranteed minimums. Nothing stated in this Agreement shall be so construed as to prohibit any professional musician from negotiating for higher wages nor as to prohibit the Employer from agreeing to the same.

## ARTICLE IV CARTAGE AND PARKING

A. **Cartage:** If a Professional Musician transports any of the following named instruments at the direction of the Employer or the Contractor, the Musician shall receive – in addition to all other applicable wage scales and fees – a cartage fee per production each way. See table below:

<u><b>\$100.00</b></u> complete P.A. system	<u><b>\$55.00</b></u> harp drum set	<u><b>\$30.00</b></u> portable keyboard instruments** set of congas vibes marimba xylophone chimes each timpani concert bass drum orchestra bells individual amplifier contra-bass sax bass sax ** (amp included)	<u><b>\$16.00</b></u> cello string bass only contra bassoon contra-bass clarinet baritone sax bass trombone tuba accordion
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B. **Parking:** Parking shall be provided at no cost to the musician. If no parking is provided, musicians shall be reimbursed for all parking fees. Parking shall be near the place of engagement.

## ARTICLE V SUBSTITUTIONS

A. **Authorization for Substitutes:** No substitutes shall be permitted without the permission of the Contractor.

## ARTICLE VI CALLS AND INTERMISSIONS

A. **Call Specifications:** The Employer shall specify the call at the beginning of each show engagement during the entire show run. On opening and closing nights a 5-minute-later grace period can apply, in which event the performance shall end five minutes later with no overtime paid for such period.

B. **Intermissions:** An intermission of at least 10 minutes shall be allowed out of each hour of rehearsal, which shall be non-cumulative. For performances, each professional musician shall be in the pit and ready to play within 15 minutes after the end of the act prior to the intermission. In the event of a 3-act show, the intermission between the second and third acts shall be 12 minutes with a reasonable time left to return to the pit, provided the musician shall be ready to play within 15 minutes after the end of the act prior to that intermission. A show may run a maximum of 2 hours and 20 minutes without an intermission.

## **ARTICLE VII ELECTRONIC MEDIA**

A. **Promotional Taping:** The Employer or its designee may audio-tape or video-tape fragments of any Service for promotional use on local news or magazine type programs with no additional compensation to the professional musicians, provided that the resultant showing of that service does not exceed two minutes. Should any tapes made under this provision ever be used for any other purpose, e.g., for phonograph records, commercial announcements, audition or demonstration tapes, or background music for any type of sound or film program, the Employer shall fulfill all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and benefits.

B. **Recording Prohibition:** Except as expressly provided in the §VII-A, no service or any part thereof shall be recorded, reproduced or transmitted from the place of performance in any manner or by any means whatsoever, by the Employer or by any other person, in the absence of a specific written agreement with and/or approved by the American Federation of Musicians' International Office. This prohibition shall not be subject to any of the Arbitration Procedure of this Agreement, or to any form of arbitration, and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.

C. **Use of Taped Music:** At no time shall the Employer use or permit the use of any music, recorded or programmed on any other media (i.e.: tape, CD, DVD, Hard Disk, Removable Disk, etc.) for any performance, except with the prior written consent of the Local. Use of computer programmed sequencers: Employers shall not use computer programmed sequencers (on disk, hard drive, or any device that has capability of pre-recording musical sounds) and similar technology (including "Virtual Orchestra" and like systems) currently or hereafter developed in place of, or in addition to, its orchestral accompaniment without permission of the Local. Notwithstanding the above, keyboard synthesizers that recreate musical sounds and which are played by musicians in real time may be used by the Employer without further permission from the Local.

## **ARTICLE VIII GRIEVANCE AND ARBITRATION**

A. **Initiation of Arbitration:** Except as provided in §VIII-B, any claim or controversy arising out of this Agreement, including the arbitrability of any dispute arising between the parties, shall be submitted to arbitration. Either party may request arbitration at any time. Notice of request for arbitration shall be sent in writing to the other party. Unless the Employer notifies the Local in writing of any changes in its address, a mailed notice to the address given by the Employer shall be deemed adequate notice of request for arbitration, notice of list of arbitrators, and notice of hearing.

B. **Choice of Arbitrators:** Upon receipt of a written claim, the Employer shall choose one of the following arbitration procedures:

### **Option No. 1—Hearing Board:**

The grievance shall be forwarded to the Hearing Board of the Local for arbitration in accordance with the Bylaws of the Local. This procedure shall not result in cost to either party other than the cost of presenting its case, which shall be borne by the party incurring same.

### **Option No. 2—AAA:**

Upon receipt of a written claim, the Local shall send for a list of arbitrators from the American Arbitration Association (“AAA”), and the Local and the Employer shall choose an arbitrator therefrom. The Local and the Employer shall share equally the cost of the arbitrator and the administrative cost of the AAA. At the hearing, a court reporter may be present at the expense of the requesting party. If the Employer has been duly notified of the arbitration hearing and fails to appear, the arbitrator shall be authorized to hear evidence presented by the Local and to render a decision.

C. **Contingency Provisions:** If the Employer fails to notify the Local in writing of its choice of one of these options within 15 days from the date of the request for arbitration, arbitration shall be heard in accordance with Option No. 2—AAA. If the Employer fails to contact the Local within 15 days from the date of the list of arbitrators from the AAA, the arbitrator shall be chosen by a representative of the AAA.

D. **Interest:** If either party breaches this Agreement, it shall pay 12% annual interest on the principal amount of the damages caused by such breach from the date of the breach to the date of the arbitration award.

E. **Enforcement:** The decision of the arbitrator shall be final and binding. Either party may seek to enforce the award as provided by the California Code of Civil Procedure. If court action is needed to obtain compliance by the losing party with an arbitration award hereunder, the losing party shall pay, in addition to the principal amount of damages, interest on said principal amount from the date of the arbitration award to the date of judgment at an annual rate of 12%, and shall pay reasonable attorney’s fees.

## **ARTICLE IX WORKING CONDITIONS**

A. **Comfort:** The Employer shall provide for the use of the professional musicians adequate facilities for the changing of clothes and for the storage of their instruments and equipment. To the extent that the Local has questions or concerns with respect to these facilities, the Employer agrees to discuss them with authorized representatives of the Local.

B. **Safety:** The Employer shall at all times maintain all places used by the professional musicians in the execution of their occupational duties in accordance with the applicable guidelines for safety and health established by the United States Occupational Safety and Health Administration. At no time shall any professional musician be asked to perform under any other conditions which constitute a hazard to his/her health or to his/her musical instruments or equipment.

## **ARTICLE X MISCELLANEOUS**

A. **Employer's Rights:** The Employer shall at all times have complete supervision, direction and control over the services of professional musicians, and expressly reserves the right to control the manner, means and details of the performance of services by the professional musicians as well as the ends to be accomplished.

B. **Contractor's Authority:** The Contractor shall be the sole agent of the Employer and shall be responsible for the hiring of professional musicians (other than any rehearsal pianist) under this Agreement.

C. **Force Majeure:** The obligation of the parties to this Agreement and of the professional musicians to perform is subject to proven detention by sickness, accidents, strikes, riots, epidemics, Acts of God, or any other legitimate conditions beyond their control.

D. **No Strike/No Lockout:** In the case of any dispute subject to the Grievance Procedure, neither the Employer nor the Local shall engage in any strike or lockout in support of its position during the term of this Agreement.

E. **Cancellation:** If a show is canceled and notification is given to professional musicians 30 days or more before the show is to start, no payment shall be due to the professional musicians hired; if less than 30 days' notification is given, then the professional musicians shall be paid two weeks' pay.

F. **Orchestra Committee:** An orchestra committee consisting of not less than three professional musicians shall be elected by those who work on a regular basis for the Employer. The orchestra committee shall act with the consent of the Local and subject to its directions and shall work with the Employer to resolve problems, discuss concerns and otherwise communicate issues and information between the Employer and the professional musicians of the orchestra. Meetings between the orchestra committee and the Employer shall be held at times mutually agreeable to the committee and the Employer.

G. **Captions:** The captions used throughout this Agreement are for convenience and reference only, and shall not be used to construe any provisions.

H. **Severability:** The terms and conditions of this Agreement are joint and several, and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the Agreement shall not thereby fail or be rendered null and void and inapplicable, but shall continue in full force and effect, and only the illegal clause shall thereby be rendered null and void and severed from this Agreement.

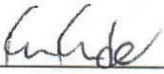


I. **Waivers:** Either party shall have the right, upon a showing by one party of emergency or special need satisfactory to the other party, to grant a written waiver or compromise of any of the terms and conditions of this Agreement for such special situation or emergency. The waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provision.

J. **Amendments:** The parties shall, by mutual agreement, have the right to amend this Agreement during its term if they both believe that an emergency or an unforeseen circumstance makes such amendment essential or desirable. In such an event the parties may meet to discuss the item(s) in question and to seek a mutually accepted solution to the problem(s). Nothing in this Section, however, shall be construed as requiring either party to enter into such discussions against its will nor as requiring either party to consent to amend the Agreement because it has allowed discussion of the issue.

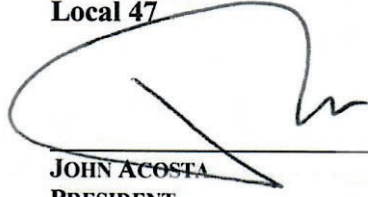
THIS AGREEMENT executed by the duly authorized agents of the parties this 12<sup>th</sup> day of February, 2020.

**FLINTRIDGE PREPRATORY SCHOOL**

  
SIGNATURE

Kim Kinder Finance  
NAME AND TITLE

**AMERICAN FEDERATION OF MUSICIANS,  
Local 47**

  
JOHN ACOSTA  
PRESIDENT