

LOCAL 802 REFERRAL SERVICE Artist Agreement

GENERAL RULES

1. **Purpose:** AFM Local 802 ("Local") shall maintain a referral service, to be known as the *AFM Local 802 Referral Service* ("Referral Service"), for the purpose of enhancing employment opportunities for members of the Local. The Referral Service shall serve the members by 1) gathering and classifying information from individual Local members seeking work and referring members registered with the Referral Service to persons/entities which seek to potentially employ Local 802 members who have registered with the Referral Service (hereinafter "Purchasers") and/or contractors requesting same, and by 2) gathering and classifying information on Local individuals and their organized musical groups (collectively "Units") seeking professional engagements and referring Units and/or individual musicians registered with the Referral Service to individuals or organizations ("Purchasers") requesting same.

2. **Rules:** All Referral Service referrals shall be governed by the Rules and Regulations set forth in this document, as well as the Bylaws of Local 802, the Bylaws of the American Federation of Musicians ("AFM"), and such other rules and regulations as may be, from time to time, promulgated by the Local. A copy of these Rules and Regulations shall be available upon request at the offices of the Referral Service, located on the premises of the Local, 322 West 48th Street, 3rd Floor, NY, NY 10036. The Local reserves the right to amend, modify, or alter these rules at any time.

3. **Website:** The Referral Service Website/Online Directory (NewYorkMusicians.com) operates as a self contained program associated with the Referral Service and is governed by its own set of rules which can be found under the "Website Agreement" at NewYorkMusicians.com. A registrant in the Referral Service is not also automatically enrolled or registered in the Referral Website/Online Directory. Local 802 members who wish to enroll must meet a minimum threshold to be eligible for the Online Directory, and must agree to be bound by the rules and regulations that govern the operation of the Website/Online Directory by signing the Website Agreement and submitting their completed online enrollment forms.

4. The Local reserves the right, by and through the sole and exclusive discretion of its Executive Board, to modify, amend and/or discontinue the separate services offered through the Referral Website.

5. **Hours:** The Referral Service shall be open on an as-needed basis. A registered Local member may inquire about the various services provided by the Referral Service in person, by emailing referral@local802afm.org or by phoning (212) 245-1091. Purchasers may request referrals through the same means.

6. **Union Membership:** The Referral Service shall be maintained solely and exclusively as a benefit to the members of the Local. Only members in good standing of the Local may register for referrals through the Referral Service, and only members in good standing of the Local shall be referred by the Referral Service. All musicians used by Units to perform engagements referred by the Referral Service must be members in good standing of the American Federation of Musicians.

The Referral Service is not an exclusive nor nonexclusive hiring hall system. Employers with whom the Local and/or the AFM maintain collective bargaining relationships are not required, as a term and condition of their collective bargaining agreements with the Local and/or AFM, to utilize the Referral Service prior to engaging any musician or musical groups.

7. **Non-Discrimination:** The Referral Service shall operate strictly on a non-discriminatory basis. Referrals and registration on the Referral Service shall be made without reference to race, creed, color, religion, sex, age and/or sexual preference. Requests for musicians within a specific racial, religious, age, sex, national origin, etc. grouping, shall be honored only when such a request is made in the context of a bona fide employment criterion, e.g., a movie or television production which by virtue of its storyline requires musicians of a certain ethnic background, age, sex, etc.

8. **No Fees:** The Referral Service is not, and shall not function as, a talent agency, a management agency, or a booking agency. Accordingly the Referral Service shall not negotiate compensation nor provide management or other related services to any party for its services, whether in the form of a registration fee or commission for employment obtained.

9. **Minimum Wages and Conditions:** The wages and working conditions for all employment or engagements obtained through the Referral Service must be at least those set forth for such employment or engagements by the Local or by the American Federation of Musicians, whichever is applicable to the specific type of performance.

10. **No Guarantee of Employment:** Neither the Local nor the Referral Service guarantee or warrantee that any Unit and/or individual musician registered with the Referral Service becomes entitled, as a condition or benefit of such registration, to any employment or referral to potential employment.

RULES GOVERNING REGISTRATION

11. **Need to Register:** Local 802 Members **MUST** register with the Referral Service to be eligible for its services. Only those members and Units following the procedures set forth below shall be registered with the Referral Service and eligible for referral.

12. **Registration Form:** To register, an applicant shall complete this registration form provided by the Referral Service on an annual basis. Further, the applicant's name, contact telephone number(s), email address, type(s) of music performed and such other information as the Referral Service may deem necessary are required to be provided.

13. **Residency:** To register, an applicant must maintain their primary residence within the confines of Local 802's geographic jurisdiction and be readily available to accept any engagement to which a referral is provided by the Referral Service.

14. **Additional Information:** In addition to the information required of individual musicians, Units may be asked to provide size of Unit, the identities of all members (including substitutes and extra musicians) of the Unit, instrumentation and such other information as the Referral Service may deem necessary. All members of the Unit must be Local 802 members in good standing at the time of registration of the Unit.

RULES GOVERNING REFERRALS

15. **Referral Requests:** The information obtained in connection with each request shall be used by the Referral Service to complete a *Request for Referral Form* (available for inspection at the offices of the Referral Service). For requests for side musicians the Form shall include the name and phone number(s) of the potential employer unless the employer has requested anonymity, the date, time and location of the engagement, the instruments needed, the style(s) of music and any other information necessary to assist the Referral Service in providing the employer with an adequate referral. For requests for Units the Form shall include the identity and phone number of the Purchaser unless the employer has requested anonymity, the type of event and its date, time, and location, the number of people expected, the type of music needed, any special equipment or attire required, and any other information necessary to assist the Referral Service in providing the Purchaser/Employer with an adequate referral.

16. **Lists:** The Referral Service shall match the needs specified by the employer or Purchaser with the information provided by those Units and/or individual musicians registered with the Referral Service. The Referral Service shall identify those Units and/or individual musicians which fit the criteria requested, and shall provide the employer or Purchaser with a limited list of names, and telephone numbers for those Units and/or individual musicians. The Referral Service shall rotate the order in which Units and/or individual musicians are placed on each successive list.

17. **Referral Record:** The Referral Service shall maintain a record of all referrals made pursuant to the above Rules. After the Purchaser has been provided with the relevant information, the Referral Service shall contact the Units and/or individual musicians that were referred to the Purchaser and advise them of the referral.

18. **Purchaser's Decision:** The decision of a Purchaser to engage any Unit and/or individual musicians and the responsibility for making all necessary arrangements for the actual providing of musical services shall be between the Purchaser and the Unit and/or individual musicians which the Purchaser decides to engage.

19. **Reporting:** Once agreement to perform an engagement has been reached between a Purchaser and any referred Unit and/or individual musicians, the Unit Leader and/or individual musicians shall immediately report that fact to the Referral Service by filing the appropriate contracts (G-contract, LS1). Upon entering into an agreement to perform with the Purchaser, the Unit and/or individual musicians shall fulfill all reporting requirements, including any and all contracts and reporting forms required by the Local and/or the American Federation of Musicians where the engagement is not otherwise covered under another Local and/or AFM collective bargaining agreement, such as the AFM TV/Film Agreement for sidelining engagements, etc.

20. **Removals:** With respect to any engagement obtained through the Referral Service, a Unit and/or individual musicians may be immediately suspended and/or removed from listing with the Referral Service in the event the Unit and/or an individual musician: 1) Fails to report the agreement to perform an engagement to the Referral Service; 2) Fails to fulfill any of the reporting requirements of the Local; 3) Commits any other violation of the Bylaws of the Local or of the American Federation of Musicians, of the *Local Wage Scales and Rules and Regulations Covering Live Engagements*, these Rules and Regulations, or such other terms and conditions of employment as are contained in an applicable collective bargaining agreement with the Local or the Federation applicable to the engagement. The Referral Service Office shall immediately report any alleged violations of these Rules to the office of the Vice President, who shall then investigate the alleged violation. In the event the Vice President determines that there is sufficient evidence establishing that a violation has, in fact occurred, the following penalties shall be imposed upon the offending Unit and/or individual musicians: (1) For an initial violation, the offending Unit and/or individual musician shall be de-listed from the Referral Service for a period of not less than 90 calendar days; (2) For a second violation the offending Unit and/or individual musician shall be de-listed from the Referral Service for a period of not less than 180 calendar days, and; (3) For a third violation, the offending Unit and/or individual musician shall be permanently barred from registering with the Referral Service. Any Unit may appeal the decision of the Vice President through the procedures set forth at Paragraphs 22 through 24 of these Rules. Any decision of the Vice President not appealed within 30 days of the Unit and/or individual musician first having knowledge of that decision shall become final and binding and shall not be reviewable under the procedures set forth at Paragraphs 22 through 24 of these Rules.

RESOLUTION OF DISPUTES

21. **Complaints:** Any member of the Local who has a complaint or dispute regarding the administration of the Referral Service—including any action taken by the Local's Vice President under Paragraph 21 of these Rules—shall file a written complaint detailing the specifics of the complaint or dispute with the office of the Local's Vice President. Said complaint must be filed within 30 days from when the member first had knowledge of the facts underlying the complaint or dispute.

22. **Attempt at Resolution:** Upon receiving a written complaint, the President of the Local shall communicate with the party filing the complaint and with the Administrator of the Referral Service in an attempt to resolve the dispute to the satisfaction of all parties. If the dispute cannot be resolved in this manner, the complainant shall have the right to request that the dispute be referred to binding arbitration.

23. **Arbitration Procedure:** Upon receipt of a request for arbitration, the Local President shall notify the Federal Mediation and Conciliation Service ("FMCS") regarding the existence of the dispute and request the FMCS to provide a list of arbitrators to the Local and the complainant. A representative of the Local and the complainant shall then select an arbitrator to hear the dispute from the list provided by the FMCS, and as provided for in the rules issued by the FMCS. The arbitration shall be conducted pursuant to the Expedited Rules for Labor Arbitration of the FMCS. Each party shall have the right to be represented by counsel at the arbitration hearing at that party's own expense. The Local shall pay for the expense of the arbitration, including the fee charged by the arbitrator. Any party which desires to have the proceedings transcribed by a court reporter shall make arrangements for the presence of a court reporter and be responsible for payment of the court reporter's fees. In ruling upon any complaint, the arbitrator shall have no authority to alter, amend, subtract from or in any other manner modify these Rules and shall solely interpret these Rules as applied to the at issue complaint.

24. **Award:** The award of the arbitrator shall be final and binding on both parties.

This agreement shall be in full force starting on _____ and membership in the Referral Service shall remain in effect through the life of your AFM Local 802 membership as a current active member in good standing, or until written notice of resignation from the Referral Service is received.

I hereby state that I have read and understood the Rules & Regulations of the AFM Local 802 Referral Service and agree to adhere to and be bound by the same, and I acknowledge I have received a copy of these Rules & Regulations.

Signature

Date

Print Name

Email