CONTRACT NO. *(for office use only)*
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SINGLE ENGAGEMENT COLLECTIVE BARGAINING AGREEMENT

Associated Musicians of Greater New York

Local 802, A.F. of M. - 322 West 48th St., New York, NY 10036

(212) 245-4802

ENGAGEMENT DATE	LEADER/EMPLOYER NAME	CARD NO.	LEADER SSN OR EMP. ID

LEADER/EMPLOYER ADDRESS	CITY/STATE/ZIP	PHONE

NAME OF BAND/GROUP	PLACE OF ENGAGEMENT (ROOM)

LOCATION (CHECK ONE)	TYPE OF ENGAGEMENT	NO. OF MUS.	TIME	HOURS
1. ☐ NYC 4. ☐ BX. 7. ☐ OUT OF TOWN 2. ☐ BKLYN 5. ☐ S.I. 3. ☐ QNS. 6. ☐ NAS./ SUF.	**REHEARSAL (CHECK ONE)** ☐ YES ☐ NO		**From**: **To**:	**PRE-HEAT**

1. The undersigned employer employs musicians within the jurisdiction of Local 802 of the American Federation of Musicians (the "Union") and agrees, when employing musicians, to abide by the Union's bylaws with regard to musicians' compensation and working conditions and to make contributions for their pension and health benefits as provided therein.

2. Upon request by the Union, the employer shall either make advance payment or post an appropriate bond.

3. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Union or the American Federation of Musicians (the " AFM") relating to and permitting such recording, reproduction or transmission.

4. To the extent permitted by applicable law, the Constitution, Bylaws, Rules and Regulations of the AFM and the Union will be adhered to and the parties acknowledge that they are, and have the obligation to be, fully acquainted therewith.

5. Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list, order or requirement of the Union or the AFM and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement notwithstanding, to the extent permitted by applicable law.

6. Representatives of the AFM local in whose jurisdiction the musicians shall perform hereunder shall have access to the place of performance (except a private residence) for the purpose of conferring with the musicians.

7. All employees covered by this agreement must be members in good standing of the Union. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act of 1947, all employees who are members of the Union when their employment commences hereunder shall continue in such employment only as long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or on the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Union. The foregoing shall be effective only as permitted by applicable law.

8. All disputes, differences or controversies which may arise between the parties to this agreement shall first be discussed by the employer and the musician/employee(s) and/or a representative of the Union, who shall attempt to resolve the grievance within seven (7) calendar days. Should the grievance not be settled, the dispute shall be reduced to writing and submitted to the Union's executive board. If the parties still fail to resolve the dispute, it may be submitted by either party to the American Arbitration Association (the " AAA") under the AAA's rules of Voluntary Labor Arbitration, with the costs to be shared equally by the parties. The decision of the arbitrator shall be final and binding.

9. All musician/employees are covered under the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") and the Musicians Local 802 Health Benefits Plan ("HBP"). Accordingly, the employer agrees, when employing musicians, to be bound by and hereby accepts the terms and conditions of: (1) the Agreement and Declaration of Trust, dated April 1, 2005, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time; and (2) the Agreement and Declaration of Trust, dated April 22, 1954, establishing the HBP (and all plans, rules and policies thereunder) as amended or may be amended from time to time (collectively, the "Trusts"). The employer specifically acknowledges said Trusts, the terms of which are incorporated by reference herein and made a part hereof.

10. Pension and health benefit contributions shall be made by checks or money orders, payable to the AFM-EPF and the HBP, respectively. Within thirty (30) days following every engagement where it employs musicians, the checks or money orders, together with a copy of the attached remittance form (or a form containing the identical information), will be delivered to the Union, which will deliver them to the AFM-EPF and the HBP. THIS AGREEMENT AND REMITTANCE FORM WILL BE ACCEPTED BY THE AFM-EPF ONLY IF IT IS COMPLETED AND ACCOMPANIED BY ALL REQUIRED CONTRIBUTIONS AND ATTACHMENTS. The employer understands that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by, the AFM-EPF and/or the HBP (including, without limitation, liquidated damages, attorney's fees and court costs).

The employer also agrees to provide all information which the AFM-EPF and HBP may require and to permit the AFM-EPF and/or HBP to conduct (at their own expense) an audit of its payroll and wage records to determine the accuracy of contributions made.

THE TRUST AGREEMENTS ARE AVAILABLE AT THE FUNDS' OFFICES UPON WRITTEN REQUEST FROM THE EMPLOYER.

The employer acknowledges that when he/she performs as a band leader, soloist or cooperative group member, he/she cannot make contributions to the AFM-EPF or HBP on his/her behalf unless he/she is incorporated and the corporation makes the contribution for his/her performance in its capacity as employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF and/or HBP must be submitted with this Agreement, if it has not been previously submitted.

This statement is accurate in all respects, has been executed by an authorized representative of the employer, and shall remain in effect unless and until revoked in writing by the undersigned and such revocation has been received by the Union, the AFM-EPF and the HBP.

FOR THE LOCAL 802: **FOR THE LEADER/EMPLOYER:**

BY: _____ BY: _____

SIGNATURE SIGNATURE

_____ _____ _____ _____

TITLE DATE TITLE DATE

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UNION COPY

www.local802afm.com

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	REHEARSAL (CHECK ONE) ☐ YES ☐ NO		To:	PRE-HEAT

PRINT OR TYPE ALL INFORMATIONEXCEPT SIGNATURES

We the undersigned, authorize the Employer to deduct from our pay for this engagement our Local 802 work dues in the amount of 3.5% of gross scale compensation, and to transmit such work dues to Local 802 by check made payable to **"Local 802, A. F. of M."**

ACTUAL HOURS OF ENGAGEMENT	ACTUAL HOURS OF REHEARSAL

Check Preheat (PH) and Cartage (CT) where appropriate.

CARD #	PRINT NAME / SOC. SEC. #	SIGN NAME	PH	CT	DBL	Gross Scale Comp.	Work Dues Encl.	Pension Amount	Health Benefit Amt.
			☐	☐	☐				
			☐	☐	☐				
			☐	☐	☐				
			☐	☐	☐				
			☐	☐	☐				
			☐	☐	☐				
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			☐	☐	☐				
			☐	☐	☐				
			☐	☐	☐				
			☐	☐	☐				

WARNING: CANCELLATION OF ENGAGEMENT MUST BE REPORTED TO LOCAL 802 SINGLE ENGAGEMENT CONTRACT DEPT. PRIOR TO DATE OF ENGAGEMENT

NOTE: MEMBERSHIP CARD AND SOCIAL SECURITY NUMBERS AND NAMES MUST BE CLEAR FOR HEALTH BENEFIT PLAN & PENSION CONTRIBUTIONS TO BE CREDITED ACCURATELY

If continuation reports are used, place grand totals on this page in amounts to the right.

TOTAL GROSS SCALE COMP. COLUMN HERE			
3.5% OF GROSS COMP. COLUMN HERE			
PAY AMOUNTS AS INSTRUCTED---->	REMIT TO LOCAL 802	REMIT TO AFM+EPF	REMIT TO HBP

FOR THE LOCAL 802:

BY: _____
SIGNATURE

_____ _____
TITLE DATE

FOR THE LEADER/EMPLOYER:

BY: _____
SIGNATURE

_____ _____
TITLE DATE

UNION COPY

NewYorkMusicians.com