

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	31	955237001	MCC THEATER OFF BROADWAY THEATRE COMPANY PRODUCERS CBA

7. PENSION

A. This is in compliance with the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan.

B. Effective August 16, 2016, the Employer agrees to contribute 10 % (inclusive of the surcharge) of each musician/employee's wages as defined in Article 4 and Article 5 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

C. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

D. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	32	75524001	MIDORI AND FRIENDS CBA

ARTICLE 6: PENSION CONTRIBUTION

A. The Organization shall contribute to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") for all Teaching Artists covered by this Agreement as follows:

Effective 8/16/16
11.445%

Effective 8/16/17
12%

Contributions shall be based solely on gross wages earned in connection with actual teaching hours and shall not include a Teaching Artist's other compensation pursuant to Articles 3(B), 3(C), 3(D), 3(E), 8 and/or any other provision of this Agreement. All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the Teaching Artist's name, social security number, period covered, wages on which pension is paid and the amount of pension contribution. The check(s) and remittance information shall be transmitted to Local 802 for forwarding to the Fund within thirty-one (31) days following the end of the month during which the services for which such contributions are payable were rendered. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation

plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	33	76789001	MINNESOTA PUBLIC RADIO AGRMT

5. New Media. A new paragraph shall be added to Article 11, as follows:

Employer may make audio and/or audiovisual recordings of live programs for archival purposes without additional compensation. Each archival recording, or portion thereof, may be made available for exhibition by way of the Internet, mobile electronic devices, and any other new media platform whether now known or hereafter known (hereinafter, "New Media"), in exchange for a one-time payment of twenty-five percent (25%) of the scale wages that were in effect at the time the live program was produced to each musician whose performance is exhibited, plus pension contribution at the applicable percentage rate, which pension contribution shall not be

allocated to any particular individual. In addition, Employer shall pay five percent (5%) of Employer's gross receipts derived from the license for exhibition in New Media of such program, or portion thereof, and any such payment will be paid to AFM and divided and distributed by AFM as follows: one-half (2.5%) to the AFM and Employers Pension Fund, not allocated to any particular individual, and one-half (2.5%) to musicians as deemed appropriate by AFM.

- (8) The amount of the pension contribution as set forth in Attachment B shall increase to 12% on February 1, 2007.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	33	76789001	MINNESOTA PUBLIC RADIO AGRMT

Contd.

Pension Funds

1. Employer shall contribute an amount equal to nine (9%) percent of all earnings of whatever nature covered by this agreement, computed at scale, (a) with respect to services rendered in the United States, to the American Federation of Musicians and Employers Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959; and (b) with respect to services rendered in the Dominion of Canada, to the American Federation of Musicians and Employers Pension Plan Welfare Fund (Canada) created pursuant to agreement and Declaration of Trust, dated April 9, 1962.

It is understood that under the terms of said Trust Agreements the employees (in addition to musicians as therein defined) on behalf of whom contributions to the aforesaid Funds may be made by other employers include the following

- (i) Full-time employees of the Funds themselves,
- (ii) Full-time office and clerical employees of the Federation and any of its affiliated Locals, and
- (iii) Duly elected officers and representatives of the Federation and any of its affiliated Locals.

2 The Employer shall submit such reports in such form as the trustees may reasonably require and the Employer's records shall be subject to such reasonable audit by the Trustees as the Trustee may require

3 (a) The Employer agrees that it shall furnish to the Federation, simultaneously with its delivery thereof to the Trustees copies of any and all statements submitted to such Trustees as the Trustees under said Trust Indenture.

(b) The Employer agrees that the Federation shall have the right from time to time, upon reasonable notice to Employer without

limitation to the duration of this agreement, and at all reasonable times during business hours, to have the Federation's duly authorized agents examine and audit the Employer's records and accounts concerning all transactions which are subject to payments pursuant to this Attachment "B"; such examination and audit to be made for the purpose of ascertaining what sums, if any, may be due and of verifying any statements made by the Employer pursuant to this Attachment "B" The Employer agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.

4 The Federation and said Trustees, or either of them, may enforce the provisions contained in this Attachment "B"

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	34	76789002	MINNESOTA PUBLIC RADIO AGRMT REHAB 2

There is only an email for Agr 002. The screen print below is the same as the screen print for 76789001

5. New Media. A new paragraph shall be added to Article 11, as follows:

Employer may make audio and/or audiovisual recordings of live programs for archival purposes without additional compensation. Each archival recording, or portion thereof, may be made available for exhibition by way of the Internet, mobile electronic devices, and any other new media platform whether now known or hereafter known (hereinafter, "New Media"), in exchange for a one-time payment of twenty-five percent (25%) of the scale wages that were in effect at the time the live program was produced to each musician whose performance is exhibited, plus pension contribution at the applicable percentage rate, which pension contribution shall not be

allocated to any particular individual. In addition, Employer shall pay five percent (5%) of Employer's gross receipts derived from the license for exhibition in New Media of such program, or portion thereof, and any such payment will be paid to AFM and divided and distributed by AFM as follows: one-half (2.5%) to the AFM and Employers Pension Fund, not allocated to any particular individual, and one-half (2.5%) to musicians as deemed appropriate by AFM.

- (8) The amount of the pension contribution as set forth in Attachment B shall increase to 12% on February 1, 2007.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	34	76789002	MINNESOTA PUBLIC RADIO AGRMT REHAB 2

Contd.

Pension Funds

1. Employer shall contribute an amount equal to nine (9%) percent of all earnings of whatever nature covered by this agreement, computed at scale, (a) with respect to services rendered in the United States, to the American Federation of Musicians and Employers Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959; and (b) with respect to services rendered in the Dominion of Canada, to the American Federation of Musicians and Employers Pension Plan Welfare Fund (Canada) created pursuant to agreement and Declaration of Trust, dated April 9, 1962.

It is understood that under the terms of said Trust Agreements the employees (in addition to musicians as therein defined) on behalf of whom contributions to the aforesaid Funds may be made by other employers include the following

- (i) Full-time employees of the Funds themselves,
- (ii) Full-time office and clerical employees of the Federation and any of its affiliated Locals, and
- (iii) Duly elected officers and representatives of the Federation and any of its affiliated Locals.

2 The Employer shall submit such reports in such form as the trustees may reasonably require and the Employer's records shall be subject to such reasonable audit by the Trustees as the Trustee may require

3 (a) The Employer agrees that it shall furnish to the Federation, simultaneously with its delivery thereof to the Trustees copies of any and all statements submitted to such Trustees as the Trustees under said Trust Indenture.

(b) The Employer agrees that the Federation shall have the right from time to time, upon reasonable notice to Employer without

limitation to the duration of this agreement, and at all reasonable times during business hours, to have the Federation's duly authorized agents examine and audit the Employer's records and accounts concerning all transactions which are subject to payments pursuant to this Attachment "B"; such examination and audit to be made for the purpose of ascertaining what sums, if any, may be due and of verifying any statements made by the Employer pursuant to this Attachment "B" The Employer agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.

4 The Federation and said Trustees, or either of them, may enforce the provisions contained in this Attachment "B"

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	35	8081001	NATIONAL PUBLIC TELEVISION AGREEMENT

5. Pension

Exhibit B shall be amended to reflect that the pension contribution rate shall increase from 10% to 11%. The 11% pension contribution rate shall be inclusive of contributions required under the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund as of December 18, 2014 ("Rehabilitation Plan"), and shall not be reduced if additional contributions are no longer required under the Rehabilitation Plan.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	36	76082001	NATIONAL SYMPHONY ORCHESTRA ASSOC OF WASHINGTON DC CBA

MEMORANDUM OF AGREEMENT

At the culmination of the current round of collective bargaining negotiations between the National Symphony Orchestra Association of Washington, D.C. ("Association") and the District of Columbia Federation of Musicians, Local 161-710, American Federation of Musicians ("Union"), the Association and the Union have agreed to enter into this Memorandum of Agreement ("MOA") dated this 14th day of October, 2016, subject to their respective ratification procedures, as follows:

3.7 Pension

- a) The Association agrees to make all contributions required to fund the benefits payable under the NSO Pension Plan. No musician shall earn any Benefit Service (as defined in the Plan) on or after November 1, 1998.
- b) The NSO Pension Plan shall be administered by a committee composed of three (3) persons designated by the Association and three (3) persons designated by the musicians Orchestra Committee and will be administered in compliance with the Employee Retirement Income Security Act (ERISA).
- c) The NSO Pension Plan shall not be amended during the term of this Agreement except as may be required to continue the Plan's status as a qualified plan under section 401(a) of the Internal Revenue Code.
- d) The Association will make monthly contributions to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") on behalf of each musician and Librarian at 8.75% of weekly scale (plus seniority, in the case of musicians).

The Association 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.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	37	72279001	NEW AMSTERDAM THEATER CBA

4. Revise Article III, Section E to provide that for musicians taken out-of-town for the full period to break-in a musical, the following shall apply to any payments due under this provision: if the musical has a confirmed Broadway theater for its New York City engagement as of the conclusion of the break-in period and such payments shall not exceed up to four (4) weeks' wages at the minimum scale (without doubles or other premiums) for a side musician, up to four (4) weeks' of pension contributions at the rate of 8% plus the applicable 0.72% surcharge under the PPA Supplemental Agreement and up to sixteen (16) weeks of health contributions.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	38	955239001	NEW GROUP OFF BROADWAY THEATRE COMPANY PRODUCERS CBA

7. PENSION

A. This is in compliance with the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan.

B. Effective August 16, 2016, the Employer agrees to contribute 10 % (inclusive of the surcharge) of each musician/employee's wages as defined in Article 4 and Article 5 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

C. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

D. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

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2	1	39	958404002	NEW GROUP OFF BROADWAY THEATRE COMPANY PRODUCERS CBA REHAB 2

- b. The Employer shall also contribute a total pension contribution of 11% of scale wages inclusive of all amounts required by the Fund's Rehabilitation plan to the American Federation of Musicians and Employers Pension Fund (AFM-EPF).

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2	1	40	715518002	NEW YORK GILBERT AND SULLIVAN PLAYERS CBA REHAB 2

L. Pension:

The pension rehabilitation plan of 2010 called for an employer contribution increase of 9%, which brought the pension contribution to 11.99%. The plan was amended in 2018 and called for an increase of 10%, thus bringing the pension contribution to 13.19%.

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2	1	41	78363001	NEW YORK PHILHARMONIC EXTRAS AND SUBS CBA

In respect to Pension contributions, the Philharmonic shall contribute on behalf of each Extra Musician the following percentage of gross scale wages:

10.9%

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2	1	42	7934001	NEW YORK POPS CBA

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each Employee's total gross contractual wages as set forth in Articles 8 and 18C, excluding cartage, which shall be considered to be scale wages, to the American Federation of Musicians and Employers' Pension Fund ("Pension Fund"). Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund (Fund) Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%, such rate of contribution to be reviewed by the Fund as of April 1, 2012. All contributions to the Pension Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each Employee for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which pension contribution is paid, scale wages on which pension contribution is paid and the amount of pension contribution. The check and remittance information shall be transmitted to Local 802 for forwarding to the Pension Fund within ten (10) days after the end of a service set for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. Provided, however, that

no increase in contribution rates shall be binding upon or apply with respect to the Employer unless and until the Employer has agreed to such change in a signed writing.

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2	1	43	958092002	NEW YORK POPS CBA REHAB 2

VII. Article 10
Pension

Pension rate: 17.99 Percent during the pendency AFM-EPF rehabilitation plan.

Explanatory Note: The most recent update to the AFM-EPF rehabilitation plan (June, 2018) requires a 10% increase in employer contributions, such additional contributions to be unallocated. I.E., the amount of such increases will inure to the plan itself and not to a musicians' "account". While the AFM-EPF has notified all participant employers of this amendment to the rehabilitation plan, the specific mechanics as relates to NY Pops is as follows. The base contribution rate is currently 15%. Local 802 does not propose an increase in that rate. The Rehabilitation Plan of 2010 called for an employer contribution increase of 9%. ($15 \times 1.09 = 16.35$) Current contribution rate is thus 16.35%. The June 2018 amendment calls for a 10% increase, this increase to be unallocated. ($16.35 \times 1.1 = 17.99$). Thus, the new pension contribution rate shall be **17.99%**, as set forth by the AFM-EPF Rehabilitation Plan of 2010, as amended in 2018.

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each Employee's total gross contractual wages as set forth in Articles 8 and 18C, excluding cartage, which shall be considered to be scale wages, to the American Federation of Musicians and Employers' Pension Fund ("Pension Fund"). Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund (Fund) Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%, such rate of contribution to be reviewed by the Fund as of April 1, 2012. All contributions to the Pension Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each Employee for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which pension contribution is paid, scale wages on which pension contribution is paid and the amount of pension contribution. The check and remittance information shall be transmitted to Local 802 for forwarding to the Pension Fund within ten (10) days after the end of a service set for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. Provided, however, that

no increase in contribution rates shall be binding upon or apply with respect to the Employer unless and until the Employer has agreed to such change in a signed writing.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	44	713284002	NOWS THE TIME PRODUCTIONS HOW GRINCH STOLE CHRISTMAS CBA AT MADISON SQUARE GARDEN REHAB 2

5. Pension and Health Trust Indenture: Now's the Time Productions, LLC will agree to be bound by the AFM-Employers' Pension Fund and the Local 802 Musicians' Health Funds' current trust indentures.

*Pursuant to the Rehabilitation Plan, the effective pension contribution rate is currently 9.592%.

ELEVENTH: PENSION

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 ("the 2010 Rehabilitation Plan") which is incorporated herein. The Employer shall pay to the Fund an amount equal to 17.44 % (seventeen and forty four hundredths) of the Employer's weekly payroll for all employees covered by this Agreement (including rehearsal and vacation pay). Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement.

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND PLAN, as

amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	45	953193002	ON Q LLC AVENUE Q NEW WORLD STAGES COMMERCIAL OFF BROADWAY AREA STANDARDS AGRMT PART 2 REHAB 2

Agreement made and entered into this 10 day of December 2018, by and between Local 802, Associated Musicians of Greater New York (hereafter the "Union") located at 322 West 48th Street, New York, New York 10036 and ON Q, LLC (hereafter the "Employer") located at 1501 Broadway, Ste 1304 NY, NY 10019, for the production of Avenue Q at NEW World Stages NY.

All terms and conditions of the "Commercial Off-Broadway Area Standards" dated August 16, 2014 - August 15, 2017 shall be in effect with the following exceptions and modifications:

VIII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be the following percentage of each musician's/employee's wages as defined in Article IV (wages) and V (vacation) of the CBA: 9.36%, effective June 1, 2010, and 9.81%, effective April 1, 2011.

B. All contributions to the Fund shall be made by check payable to: **AFM-EPF** (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	46	77256001	ORATORIO SOCIETY OF QUEENS CBA

ARTICLE 6 - PENSION

Effective January 1, 2015, the Employer shall contribute 11% of scale wages, which includes all required additional contributions, to the American Federation of Musicians and Employers Pension Fund on behalf of each musician employed. The Employer adopts the Fund's Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contributions schedules, which is incorporated here by reference.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the fund within ten (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	47	958159002	ORGANIZATION OF UNION REPRESENTATIVES CBA REHAB 2

V. ARTICLE 10 – PENSION PLAN

Replace asterisk/footnote with the following:

Article 10.C. Pension Contribution Explanatory Note.

1. The 10.9% contribution cited in Article 10.A. above is derived as follows: The base pension rate as of January 1, 2010 was 10%. The AFM-EPF Rehabilitation Plan of 2010 required an increase of 9% to that rate. Thus $10\% \times 1.09 = 10.9\%$. That contribution is allocated to an individual's pension account.
2. The Local 802 Officers' pension as cited in Article 10.B. is currently 10%.
3. The AFM-EPF promulgated a second rehabilitation plan in June of 2018. That plan calls for an increase of 10% to existing pension payments, the base rate for such contributions to be the current contribution in the base rate plus the 2010 Rehabilitation Plan. Thus: $10.9\% \times 1.1 = 11.99\%$. That additional contribution is unallocated, i.e. the extra contribution goes to the corpus of the Plan and not to an individual's account.
4. The Employer is obligated to contribute 11.99% for the duration of this agreement, subject to any further Rehabilitation Plan amendments.

ARTICLE 10 - PENSION PLAN

- A. The Employer agrees to contribute an amount equivalent to ten point nine percent (10.9%)* of each employee's gross wages (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the employee's name, social security number, period for which pension is paid, scale wages on which pension is paid and the amount of the pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference to this Agreement.

- B. Any pension increase that Local 802 officers receive over those stated in paragraph A above shall automatically be granted at the same time to members of OUR. With the exception of any Local 153 employee, if any Local 802 staff member receives a pension contribution rate above ten point nine percent (10.9%), the same contribution rate shall apply to OUR employees.

* This rate is inclusive of the AFM & EPF Supplemental contribution required by the Rehabilitation Plan.

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2	1	48	959384002	PEABODY RAGTIME ENSEMBLE CBA REHAB 2

For Peabody Agr 002 there is only an email. The screen print below is from AGR 710943002

These musicians are employees covered under the American Federation of Musicians and Employers' Pension Fund (AFM-EPF). Accordingly, the Employer agrees to contribute to the AFM-EPF an amount equal to eleven-point-ninety-nine percent (11.99%) (inclusive of both the 9% 2010 Rehabilitation fee and the 10% 2018 Rehabilitation fee) of those combined scale wages and extra fees on behalf of each musician employed, and to be bound by and accept the terms and conditions of the Trust Indenture of said Fund, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time (collectively, the "Trust"). The Employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof.

The Employer agrees to remit contributions by check or money order, payable to the AFM-EPF, within thirty (30) days following every engagement where it employs musicians. Said check or money order, together with a completed remittance form, will be delivered to the Local Union, which will forward it immediately to the AFM-EPF. The Employer understands and agrees 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 (including, without limitation, liquidated damages, attorneys' fees and court costs).

The Employer also agrees to provide all information which the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of its payroll and wage records (at the AFM-EPF's expense) to determine the accuracy of contributions made.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	49	76119001	PERFORMING ARTS CENTER OF SUFFOLK COUNTY CBA

4. **Pension:** Effective with the signing of the MOA, The Employer shall contribute to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF") for the benefit of its employees, a pension contribution in the amount of seven percent (7%) of the gross scale wages (including overtime, doubling and rehearsals).

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	50	958149002	PHILHARMONIC SOCIETY OF NORTHEASTERN PENNSYLVANIA CBA REHAB 2

20.12 - Pension

The Employer agrees to make pension contributions to the American Federation of Musicians and Employer Pension fund (hereinafter the "AFM-EPF"), on behalf of probationary and tenured musicians it employs in the amounts set forth below (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums and any additional premiums), earned under this Agreement.

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder), as amended or as may be amended from time to time (the "Trust" collectively).

Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musicians covered by this Agreement to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct and audit of the Northeastern Philharmonic's payroll and wage records to verify the accuracy of the contributions made.

Contributions shall be made in the following amounts:

~~2007-2008 - 2013-2014 - 5.995%~~
~~2008-2009 - 2014-2015 - 5.995%~~
~~2009-2010 - 2015-2016 - 5.995%~~ ~~2016-18 - 5.995%~~
2019-2020 - 6.59% includes AFM- EPF mandated 10% Surcharge

Each payment shall be accompanied by the appropriate personnel and/or AFM B Report Form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid within ten (10) **business** days of the last service in each concert frame.

A copy of the pension check and required reporting information will be sent to Local 14045, for immediate transmittal to the AFM-EPF. As a continuing Employer the Society agrees to the terms of the AFM-EP Rehabilitation Plan.

~~20.13 - IRA's - Musicians who are employed by the Society may voluntarily participate in employee paid IRA's, 401 (k) plans or 403 (b) plans to the extent permitted by law.~~
20.13 - This provision intentionally left blank.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	51	78424001	PITTSBURGH OPERA INC CBA

SCHEDULE A: WAGES, PENSION, OTHER COMPENSATION

Percentage Increases

2017-18: 1.25%

2018-19: 1.25%

2019-20: 1%

Updated Schedule A Attached

Section 3: Pension

The Opera shall contribute an additional percentage (as stipulated in Schedule A) over gross wages earned by each musician under the terms of this Agreement to the American Federation of Musicians and Employers Pension Fund at the end of each production.

Payment shall be made to the Union no later than two (2) weeks following the final performance of the production for which the payment is due.

Effective September 1, 2011, Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Opera contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 6.54%.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	52	76212001	QUEENS SYMPHONY ORCHESTRA CBA

ARTICLE 12 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's total gross contractual wages as set forth in Article 10 excluding cartage (which shall be considered scale wages) to the American Federation of Musicians and Employers' Pension Fund.

Notwithstanding the above, The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%, such rate of contribution to be reviewed by the AFM-EPF as of April 1, 2012.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	53	958090002	QUEENS SYMPHONY ORCHESTRA CBA REHAB 2

Insert the following Fund-mandated language into Article 12 – Pension:

The June, 2018 rehabilitation schedule requires pension contribution of **17.99%**.

The Employer has committed to updating the Roster and filling vacancies.

ARTICLE 12 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's total gross contractual wages as set forth in Article 10 excluding cartage (which shall be considered scale wages) to the American Federation of Musicians and Employers' Pension Fund.

Notwithstanding the above, The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%, such rate of contribution to be reviewed by the AFM-EPF as of April 1, 2012.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	54	72736001	RADIO CITY PRODUCTIONS LLC CBA

PENSION

During each week of a musician's employment, Radio City shall contribute, on behalf of each musician, to the American Federation of Musicians and EPW Fund, fourteen percent (14%) of said musician's gross weekly wages.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	55	714136002	RADIO CITY PRODUCTIONS LLC CBA REHAB 2

4. **Article XXI. Pension**, shall be amended to provide as follows:

“During each week of a musician’s employment, Radio City shall contribute, on behalf of each musician, to the American Federation of Musicians and Employers’ Pension Fund, an amount equal to 16.786% of said musician’s gross weekly 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.

Radio City shall be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers’ Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.”

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	56	77040001	RIVERSIDE SYMPHONY CBA

MOU 77040001 has no reference to Pension .The screen print below is from AGR 914000

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fourteen percent (14%) of each employee's wages as defined in Article 8 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund. Effective September 12, 2009 this contribution rate shall increase to fifteen percent (15%).

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

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Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	57	958091002	RIVERSIDE SYMPHONY CBA REHAB 2

MOU 958091002 has no reference to Pension .The screen print below is from AGR 914000

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fourteen percent (14%) of each employee's wages as defined in Article 8 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund. Effective September 12, 2009 this contribution rate shall increase to fifteen percent (15%).

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	58	77512001	ROUNABOUT THEATRE CO LAURA PELS THEATRE CBA

MOU 77512001 has no reference to Pension. This screen print below is from AGR 946345001

VII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be the following percentage of each musician's/employee's wages as defined in Article IV of the CBA for the Laura Pels Theatre: 9.81%, effective April 1, 2011.

B. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	59	77511001	ROUNABOUT THEATRE COMPANY AMERICAN AIRLINES STUDIO 54 STEPHEN SONDHEIM THEATRES CBA

MOU 77511001 has no reference to Pension. This screen print below is from AGR 942734001

IX. PENSION

A. The employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, during the subscription period, the Employer's contribution shall be the following percentage of each musician's/employee's wages as defined in Article V of the CBA for the American Airlines Theatre, Studio 54 and Stephen Sondheim Theatre: 10.9%. After the subscription period, the Employer's contribution shall be: 11.99%. In the event that a production extends 52 weeks beyond the subscription period, the Employer's contribution shall be 15.81%.

B. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund (AFM-EPF)." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which Pension is paid, scale wages on which Pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the

Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	60	77257001	SACRED MUSIC SOCIETY OF LADY QUEEN MARTYRS CHURCH CBA

MOU 77257001 has no mention of Pension. This screen sprint below is from Agr 953550001

ARTICLE 7 - PENSION

Effective January 1, 2015, the Employer shall contribute 11% of scale wages, which includes all required additional contributions, to the American Federation of Musicians and Employers Pension Fund on behalf of each musician employed. The Employer adopts the Fund's Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contributions schedules, which is incorporated here by reference.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the fund within ten (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	61	72615001	SAINT LUKES CHAMBER ENSEMBLE CBA

ARTICLE - 7 - PENSION

The Employer agrees to contribute an amount equivalent to sixteen percent (16%) as defined in Article 5 of this Agreement except for 5L Cartage (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made part of this Agreement. The current rehabilitation schedule requires pension contribution of 17.44%, such rates of contribution to be reviewed by the Fund as of April 1, 2012.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	62	958085002	SAINT LUKES CHAMBER ENSEMBLE CBA REHAB 2

V. Article 7: The most recent update to the AFM-EPF rehabilitation plan (June, 2018) requires a 10% increase in employer contributions, such additional contributions to be unallocated. I.e., the amount of such increases will inure to the plan itself and not to a musicians' "account".

Explanatory note: While the AFM-EPF has notified all participant employers of this amendment to the rehabilitation plan, the specific mechanics as relates to Orchestra of St. Luke's is as follows. The base contribution rate is currently 16%. Local 802 does not propose an increase in that rate. The Rehabilitation Plan of 2010 called for an employer contribution increase of 9%. ($16 \times 1.09 = 17.44$) Current contribution rate is thus 17.44%. The June 2018 amendment calls for a 10% increase, this increase to be unallocated. ($17.44 \times 1.1 = 19.18$, including standard rounding). Thus, the new pension contribution rate shall be **19.18%**, as set forth by the AFM-EPF Rehabilitation Plan of 2010, as amended in 2018.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	63	953598001	SAN FRANCISCO BALLET ORCHESTRA CBA

25. PENSION

- (A) Effective Dec. 1, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 14.17% of all Musicians' wages, including vacation pay. A check in the proper amount shall be mailed to the Union with a payroll list each pay period.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to thirteen percent (13%) -- the "Non-Supplemental Agreement Rates" -- when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

- (B) Alternative pension arrangements may be mutually agreed to by the Union and the Employer during the term of this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	64	715037001	SAN FRANCISCO OPERA CBA

MOU 715037001 has no mention of Pension. This screen print is from AGR 78704001

A. PENSION

The EMPLOYER agrees to pay weekly into the American Federation of Musicians and Employers' Pension Fund an amount equal to 10% of the gross earnings of each Musician.

Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent to the Union. All contributions to the AFM-EPF shall be paid no later than the last day of the month following the month in which the services were performed. As a contributing employer to the AFM-EPF the EMPLOYER agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund.

Per the terms of its supplemental pension agreement between Musicians Local 6 and SFOC, effective June 1, 2010, the following is incorporated into this Agreement as long as the supplement agreement remains in effect:

1. Effective June 1, 2010, the EMPLOYER will increase its contribution rate to the American Federation of Musicians and Employers' Pension Fund (the "Fund") as follows:
 - a) Effective June 1, 2010, the EMPLOYER'S contribution rate will increase from 10% to 10.4%.
 - b) Effective April 1, 2011, the EMPLOYER'S contribution rate will increase from 10% to 10.9%.
2. The EMPLOYER'S increased contribution rates set forth in Section 1 of this Supplemental Agreement shall apply only for the period required to satisfy the "Rehabilitation Plan" adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan") pursuant to the Pension Protection Act of 2006 ("PPA") and other applicable law.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	64	715037001	SAN FRANCISCO OPERA CBA

Contd.

Such increased contribution rates shall be discontinued immediately and will revert to the rates set forth in the CBA (the "Non-Supplemental Agreement Rates") when contribution rates higher than the Non-Supplemental Agreement Rates are no longer required under (a) the 2010 Rehabilitation Plan, as it may be revised from time to time, or under any subsequent rehabilitation plan or funding improvement plan adopted by the Board of Trustees of the Fund or (b) applicable law, including any changes in applicable law occurring on or after the date of this Supplemental Agreement. Such increased contribution rates shall also be discontinued immediately if the Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of the Fund in the event of a reduction in the rate of contributions.

3. In agreeing to the increased contribution rates set forth in Section 1 of this Supplemental Agreement, the EMPLOYER does not waive its right to seek arbitration or judicial relief regarding any and all issues arising under the 2010 Rehabilitation Plan, as it may be revised from time to time, or under any subsequent rehabilitation plan or funding improvement plan adopted by the Board of Trustees of the Fund. In addition, the EMPLOYER does not agree to waive or permit the Fund to determine or change any of the terms of the CBA, including terms pertaining to pension benefits without the express agreement by both parties to the CBA, as such terms have always been and remain subject to bargaining between the parties to the CBA.
4. All other provisions of the CBA shall remain in effect.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	65	79201001	SCHOOL OF AMERICAN BALLET CBA

2) Article IV—Pension

The pension contribution rate in each year during the term of this Agreement shall be 11.5%.

IV. PENSION:

The Employer agrees to contribute an amount equivalent to a percentage of each employee's wages as defined in Article(s) III of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employer's Pension Fund. The pension contribution rate in each year of the Agreement shall be as follows:

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
10.9%	10.9%	10.9%	10.9%	10.9%

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund". All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	66	72278001	THE BROADWAY LEAGUE CBA

- Revise Article III, Section E to provide that for musicians taken out-of-town for the full period to break-in a musical, the following shall apply to any payments due under this provision: if the musical has a confirmed Broadway theater for its New York City engagement as of the conclusion of the break-in period and such payments shall not exceed up to four (4) weeks' wages at the minimum scale (without doubles or other premiums) for a side musician, up to four (4) weeks' of pension contributions at the rate of 8% plus the applicable 0.72% surcharge under the PPA Supplemental Agreement and up to sixteen (16) weeks of health contributions.

WHEREAS, The Broadway League and Local 802 AFM (the "parties") are parties to a collective bargaining agreement ("CBA") providing, inter alia, for employer contributions to the American Federation of Musicians & Employers' Pension Fund (the "Pension Fund"); and

WHEREAS, the Pension Fund has certified that it is in critical status, within the meaning of the Pension Protection Act of 2006 ("PPA") for the initial plan year beginning April 1, 2010; and

WHEREAS, the Pension Fund has advised that, in accordance with the PPA, the Pension Fund will impose mandatory surcharges on all employers of 5% effective on a date that is 30 days after the notice of its critical zone certification is distributed (the "Surcharge Effective Date"), and 10% effective April 1, 2011; and

WHEREAS, the Pension Fund has further advised that in accordance with its rehabilitation plan, if the parties' CBA is supplemented before June 1, 2010, the Surcharge Effective Date, to incorporate an immediate pension contribution increase of 4% of their current contractual pension contribution percentage through March 31, 2011 and a pension contribution increase of 9% of their current contractual pension contribution percentage effective April 1, 2011, the employers who contribute to the Pension Fund pursuant to the CBA will not be subject to the PPA-required contribution surcharges; and

WHEREAS, the undersigned wish to supplement their CBA to incorporate the contribution percentage increases required by the Pension Fund before the Surcharge Effective Date;

NOW, THEREFORE, the undersigned hereby agree as follows:

1. Effective June 1, 2010, which is 30 days from the date of the Pension Fund's notice of its critical zone certification, the percentage contribution amount otherwise required to be made to the Pension Fund, as stated in the CBA Articles XV(A) and XV(B)(3), Schedule B Section I(12), and Schedule C(H), will increase by an additional 4% of the listed rates through March 31, 2011.
2. Effective April 1, 2011, the contributions otherwise required to be made to the Pension Fund in CBA Articles XV(A) and XV(B)(3), Schedule B Section I(12), and Schedule C(H), will increase by an additional 9% of the listed rates required on the date this Agreement is signed.
3. The pension contribution rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the CBA (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of

Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

4. All other provisions of the CBA shall remain intact.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	67	958681002	THE BROADWAY LEAGUE CBA REHAB 2

WHEREAS, The Broadway League and Local 802 AFM (the "parties") are parties to a collective bargaining agreement ("CBA") providing, inter alia, for employer contributions to the American Federation of Musicians & Employers' Pension Fund (the "Pension Fund"); and

WHEREAS, the Pension Fund has certified that it is in critical status, within the meaning of the Pension Protection Act of 2006 ("PPA") for the initial plan year beginning April 1, 2010; and

WHEREAS, the Pension Fund has advised that, in accordance with the PPA, the Pension Fund will impose mandatory surcharges on all employers of 5% effective on a date that is 30 days after the notice of its critical zone certification is distributed (the "Surcharge Effective Date"), and 10% effective April 1, 2011; and

WHEREAS, the Pension Fund has further advised that in accordance with its rehabilitation plan, if the parties' CBA is supplemented before June 1, 2010, the Surcharge Effective Date, to incorporate an immediate pension contribution increase of 4% of their current contractual pension contribution percentage through March 31, 2011 and a pension contribution increase of 9% of their current contractual pension contribution percentage effective April 1, 2011, the employers who contribute to the Pension Fund pursuant to the CBA will not be subject to the PPA-required contribution surcharges; and

WHEREAS, the undersigned wish to supplement their CBA to incorporate the contribution percentage increases required by the Pension Fund before the Surcharge Effective Date;

NOW, THEREFORE, the undersigned hereby agree as follows:

1. Effective June 1, 2010, which is 30 days from the date of the Pension Fund's notice of its critical zone certification, the percentage contribution amount otherwise required to be made to the Pension Fund, as stated in the CBA Articles XV(A) and XV(B)(3), Schedule B Section I(12), and Schedule C(H), will increase by an additional 4% of the listed rates through March 31, 2011.
2. Effective April 1, 2011, the contributions otherwise required to be made to the Pension Fund in CBA Articles XV(A) and XV(B)(3), Schedule B Section I(12), and Schedule C(H), will increase by an additional 9% of the listed rates required on the date this Agreement is signed.
3. The pension contribution rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the CBA (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of

Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

4. All other provisions of the CBA shall remain intact.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	68	958335002	TRANSPORT GROUP INC CBA PART 2 REHAB 2

2. Wages and Benefits

All wage figures in this MOA replace the wages contained in Section IV(A) and (B) of the CBA. All health figures replace the health benefit contributions contained in Section VII(C) of the CBA. All pension figures replace the pension contribution rate set forth in Section VIII(A) of the CBA. All fixed dollar rehearsal rates contained in the Section IV(A) and Section IV(E)(2) of the CBA shall increase by the same percentage that "wages" increase in this MOA, as does the costume premium (Section IV (F)(5)).

9/1/18 - 8/31/19

Wage: \$557.23

Health: \$86.00

Pension: 9.81%

9/1/19 - 8/31/20

Wage: \$565.58

Health: \$99.00

Pension: 9.81%

9/1/20 - 8/31/21

Wage: \$574.08

Health: \$114.00

Pension: 9.81%

9/1/21 - 8/31/22

Wage: \$582.69

Health: \$131.10

Pension: 9.81%

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	68	958335002	TRANSPORT GROUP INC CBA PART 2 REHAB 2

Contd.

VIII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be 8.72% of each musician's/employee's wages as defined in Article IV of the CBA for Transport Group.

B. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	69	77280001	UNITAS ENSEMBLE INC CBA

VII. WORK DUES AND PENSION

Unitas Ensemble agrees to withhold and submit to the Union the applicable work dues percentage (currently 1.5%) of Musician's total scale wages by the fifteenth day of the month following the month in which services were performed. The amount shall be transmitted by one separate check made payable to "AFM Local 9-535."

Unitas Ensemble agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers Pension Fund (AFM-EPF). Unitas Ensemble further agrees to contribute on behalf of each player 5.00% of each Musician's total scale wages.

One separate check, made payable to the "AFM-EPF", will be transmitted to the Union not later than the fifteenth day of the month following the month during which musical services were performed. The appropriate forms for the submission of Work Dues and Pension information will be supplied by the Union and must accompany the payments.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	70	72725001	VINEYARD THEATRE OFF BROADWAY THEATRE PRODUCERS CBA

7. PENSION

A. This is in compliance with the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan.

B. Effective August 16, 2016, the Employer agrees to contribute 10 % (inclusive of the surcharge) of each musician/employee's wages as defined in Article 4 and Article 5 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

C. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

D. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	71	956774001	WASHINGTON NATIONAL OPERA KENNEDY CENTER OPERA HOUSE ORCH CBA

Section 5.A. Pension

For all musicians employed under this Agreement, there shall be contributions into the American Federation of Musicians' and Employers' Pension Fund (AFM-EP Fund), of an amount equal to the applicable percentage (as listed below) of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay. Pension contribution percentages will be as follows:

11.5%

In compliance with the Pension Protection Act of 2006, the Opera will adjust Pension as dictated by the Rehabilitation Plan of the AFM-EPPF. Therefore, the Opera adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be an additional [1.035%] of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay ("Supplemental Contributions").

The Supplemental Contributions set forth in this Article will be discontinued immediately and the contribution rate will revert to the rate set forth in this Agreement as it may have been altered from time to time (without regard to the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund) in subsequent negotiations (the "Non-Supplemental Agreement Rate") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rate are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement are not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

Pension contributions shall be remitted directly to the AFM-EP Fund headquarters, along with appropriate pension fund remittance report (in duplicate) along with a report listing each member's name, social security number, gross earnings and applicable pension contributions. Check for pension contributions shall be made payable to the AFM-EP Fund and submitted not later than thirty (30) days after the closing date of the engagement

The Opera 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.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	72	710727002	WASHINGTON NATIONAL OPERA KENNEDY CENTER OPERA HOUSE ORCH CBA REHAB 2

ARTICLE V
BENEFITS

Section 5.A. - Pension

In compliance with the Pension Protection Act of 2006, the Center will adjust Pension as dictated by the Rehabilitation Plan of the AFM-EPF. Therefore, the Opera adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, as subsequently amended and updated, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's

contribution shall be an additional 1.035% of all monies earned, and pursuant to the June 2018 update to the Rehabilitation Plan a further additional 1.2535% of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay, ("Supplemental Contributions") for a total effective rate of contribution of 13.7885%.

Section 16.D.2. - Pension

In addition the Opera will make a contribution to the Kennedy Center Opera House Orchestra/Washington National Opera Orchestra Benefits Fund of Twelve Dollars and Fifty Cents (\$12.50) and make a contribution of Twelve percent (12%) of the fee paid to the AFM-EPF for all musicians. If, at the time of the Simulcast, the pension contribution rate has not reverted to the Non-Supplemental Agreement Rate as set forth in Section 5.A., the Opera will make an additional contribution of One and Eight Hundredths percent (1.08%) of the fee paid to the AFM-EPF for all musicians, and pursuant to the June 2018 update to the Rehabilitation Plan a further additional 1.308% of the fee paid.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	73	75965001	WESTCHESTER PHILHARMONIC INC CBA

75965001 has no mention of Pension. The screen print below is from AGR 915676

ARTICLE 12: PENSION

The Employer agrees to contribute an amount equivalent to fourteen percent (14%) of each employee's total gross contractual wages as set forth in Article 9 excluding cartage (which shall be considered scale wages) to the American Federation of Musicians and Employers' Pension Fund. Beginning the second year of this Agreement, this percentage shall increase to fifteen percent (15%).

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be sent to Local 802 for forwarding to the Fund within ten (10) business days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	74	947390001	WISCONSIN CHAMBER ORCHESTRA INC CBA

6. On behalf of each Musician, Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Pension Fund") at the rate of 6% of the applicable Service Scale.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	75	712562002	YIDDLER CO LLC FIDDLER ON THE ROOF COMMERCIAL OFF BROADWAY AREA STANDARDS AGRMT REHAB 2

IX. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on June 2018, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be the following percentage of each musician's/employee's wages as defined in Article IV (wages) and V (vacation) of the CBA: 12.5% inclusive of the .9% surcharge.

B. All contributions to the Fund shall be made by check payable to: AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or

part owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
2	1	76	75311001	YORK THEATRE COMPANY INC CBA

5. Pension

Amend Article VII to increase pension contribution to 10%.

VII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' pension fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be the following percentage of each musician's / employee's wages as defined in Article IV and V of the CBA: 9.36% effective June 1, 2010 and 9.81% effective April 1, 2011:

B. All contributions to the Fund shall be made by check payable to **AFM-EPF (American Federation of Musicians and Employers' Pension Fund)**. All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	1	953196002	54 BELOW LLC 54 BELOW THE CLUB CBA REHAB 2

VII. BENEFITS

A. Pension Benefits

1. 54 Below agrees to contribute to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF"), for the benefit of the musicians it employs, the amount of 9.81% of gross wages (i.e. performance and sound check payments) earned. This contribution is inclusive of the 9% additional contribution required by the AFM-EPF Rehabilitation Plan, and shall be made within fourteen (14) days of each payday.
2. All contributions to the Pension Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and sent to Local 802 at 322 West 48th Street, New York, NY 10036. All such check(s) shall be

accompanied by a remittance form identifying, for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid and scale wages on which pension is paid.

3. 54 Below agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into and made a part of this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	2	959295002	ACADEMY OF VOCAL ARTS CBA REHAB 2

8% (WHICH INCLUDES .9% FOR RE-HAB PLAN) PENSION CHECK MADE PAYABLE TO AFM-EP FUND AND REMITTED TO LOCAL 77, ALONG WITH AN EXECUTED PARTICIPATION AGREEMENT.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	3	958674002	ALBANY SYMPHONY ORCHESTRA CBA REHAB 2

12.07. Pension

The Employer (the ASO) agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund ("AFM-EPF"), on behalf of musicians it employs in the amount set forth below (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums, and any additional premiums), earned under this agreement.

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder) as amended or as may be amended from time to time (the "Trust" collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musicians covered by this Agreement to provide reasonable access to all information the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Albany Symphony Orchestra payroll and wage records to verify the accuracy of the contributions made.

On behalf of each musician, the ASO shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to five percent (5.00%) of wages earned by each Musician performing musical services, transmitted by one separate check, made payable to the "AFM-EPF," to the Union no later than the last day of the month following the month during which musical services were performed. The five percent (5.00%) contribution is inclusive of the 2009 ERISA rehabilitation mandate.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	4	959309002	AMERICAN POPS ORCHESTRA CBA REHAB 2

ARTICLE IV - PENSION, WORK DUES, PAYROLL OBLIGATIONS

1. The EMPLOYER shall fully and faithfully comply with its statutory duties with regard to Employers obligations for FICA.
2. The EMPLOYER agrees to abide by all terms and conditions of the Trust Agreement creating the American Federation of Musicians and Employer's Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The EMPLOYER specifically agrees to pay the increases in pension required under the 2010 rehabilitation Plan, established for the first contract period of this agreement at nine percent (9%) of scale wages for each musician, and in the second contract period of this agreement at ten percent (10%) of scale wages for each musician. Check for this purpose shall be made payable to "AFM-EPP Fund" and remitted to the UNION monthly.
3. The EMPLOYER agrees to deduct two percent (2%) work dues from the total scale wages of each musician and remit weekly to the UNION'S Local office by check payable to "Local 161-710, AFM."

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	5	958412002	ATLANTIC CITY MUSIC CONTRACTORS CBA AUTO RENEWAL EXTENSION REHAB 2

PENSION FUND

Section 7.01. American Federation of Musicians and Employers Pension Fund: During the term of this Agreement, the Employer/Purchaser/Contractor shall pay to the American Federation of Musicians and Employers Pension Fund Fifteen percent (15%) of the gross wages of each musician, excluding over scale payments.

Section 7.02. All payments required by ARTICLE VII shall be furnished to the Fund, at a place designated by the union.

Section 7.03. The Employer/Purchaser/Contractor shall also send with the payments required above a statement listing each musician's name, social security number and gross wages during the period for which the payment is made.

Section 7.04. All payments and reports required by ARTICLE VII shall be made no later than the end of the month after the month for which due.

Section 7.05. It is understood and agreed that the Employer/Purchaser/Contractor, accepts the terms and provisions of the Agreement and Declaration of Trust of the Fund set forth above, as have been amended heretofore or may be amended hereafter, and said Agreement and Declaration of Trust is made a part of this Agreement as if specifically set forth herein.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	6	958150002	ATLANTIC THEATER COMPANY OFF BROADWAY NOT FOR PROFITS THEATER AGRMT REHAB 2

VII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be: 9.36% effective June 1, 2010 and 9.81% effective April 1, 2011 of each musician/employee's wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

B. All contributions to the Fund shall be made by check payable to the AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	7	958679002	BALLET WEST CBA REHAB 2

The Employer shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musician covered by this Agreement in an amount equal to 8.72% of earnings earned under the term of this Agreement. Each contribution shall be paid to the Fund not later than the end of the month following the month in which the services for which pension is payable occurred and shall be accompanied by a remittance form specifying for each musician for whom pension is payable. The musician's name and social security number, the date(s) of engagement for which pension is paid, the earnings on which pension is paid, and the amount of pension paid. The Employer shall abide by the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, which is hereby incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	8	959230002	BAYTOWN SYMPHONY SOCIETY CBA REHAB 2

10.90% of negotiated wages as stated above includes (10% plus the additional 9% required contributions from the AFM – EPF Rehabilitation Plan Agreement. Should the Rehab Plan percentage change during the term of this agreement, the contribution rate will then be reflected accordingly.)

VI. PENSION FUND:

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this agreement in an amount equal to 10.9% of negotiated wages to the American Federation of Musicians and Employers Pension Fund as set forth in Article V herein.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	9	958141002	BERKELEY SYMPHONY ORCHESTRA CBA REHAB 2

11. **PENSION**

Employer agrees to contribute an amount equal to 7.5% to the AFM-EP Fund (American Federation of Musicians and Employers Pension Fund) of all wages, including overtime, premiums and doubling.

Effective August 1, 2012 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's

contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 8.175%.

Effective August 1, 2016, the Employer's contribution rate will be 8.5%.

Effective August 1, 2017, the Employer's contribution rate will be 8.75%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	10	959271002	BILL PARISH ENTERPRISES INC CBA REHAB 2

Appendix 1 is the Fund's PA

ARTICLE V – PENSION CONTRIBUTIONS

On behalf of each Musician covered under this Agreement, BPE shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 15% of gross wages (as reported to the IRS) earned under this Agreement (see Appendix 1).

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	11	959367002	BOSTON BALLET COMPANY CBA REHAB 2

F. AFM PENSION PLAN AND DEFERRED COMPENSATION PLAN.

1. The BALLET shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of all MUSICIANS it employs an amount equal to ten and ninety one-hundredths percent (10.90%) of gross non-

media earnings, excluding Cartage and Harp Maintenance. This amount is inclusive of any payments required by law in the Pension Protection Act of 2006. The BALLET agrees to remit Pension payments within two (2) weeks following the end of each Work Week.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	12	959370002	BOSTON LYRIC OPERA COMPANY CBA REHAB 2

17. **AFM-EPF.** On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) a percentage of all scale wages earned under this Agreement. AFM-EPF contribution will be 11.99% beginning August 1, 2015, increasing to 12.25% percent beginning July 1, 2016, increasing to 12.50% beginning July 1, 2018. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. Such form will be supplied by the Union. All contributions to the AFM-EPF shall be paid no later than the fifteenth (15th) day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	13	959317002	BOSTON MIDSUMMER OPERA CBA REHAB 2

BMO agrees to make an 14.00% contribution of each Player's total scale wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). The appropriate form for the submission of Work Dues and AFM-EPF contribution will be supplied by the Union and must accompany the payments.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	14	958094002	BOSTON PHILHARMONIC ORCHESTRA CBA AUTO RENEWAL EXTENSION REHAB 2

BPO agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers' Pension Fund (AFM-EPF). BPO further agrees to contribute on behalf of each player to the AFM-EPF the union's current, applicable pension percentage of wages earned by each player performing musical services, and transmit by one separate check, made payable to the "AFM-EPF", to the Union not later than 30 days after the conclusion of services related to a performance series. An appropriate form for the submission of Work Dues and Pension information will be supplied by the Union and must accompany the payments.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	15	959329002	BOULDER PHILHARMONIC ORCHESTRA CBA REHAB 2

NO LONGER IMPEXT AS OF 11-19-19

B. PENSION CONTRIBUTIONS

1. As a contributing employer to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF), the Corporation agrees to comply with and be legally bound by the terms and conditions of the Participation Agreement (see Appendix 4).
2. On behalf of each Musician under this Agreement, the Corporation shall contribute to the AFM-EPF an additional amount equal to the following percentages of all scale wages earned under this Agreement.
 - a. The contribution Rate shall be 5.50% of scale wages through the term of this agreement.
3. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed.
 - a. A copy of this report shall be sent (simultaneously) to the DMA.
 - b. All contributions to the AFM-EPF shall be paid concurrently with the bi-weekly pay periods.
4. The AFM-EPF will not consider 9.09% of these contribution payments when calculating future benefits.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	16	958089002	BRONX ARTS ENSEMBLE CBA REHAB 2

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's wages as defined in Article(s) 8 (except for 8F Cartage) of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution 16.35%, such rate of contribution to be reviewed by the AFM-EPF as of April 1, 2012.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	17	959275002	CDA PRODUCTIONS INC CBA REHAB 2

- A. **Pension Contributions:** The Producer shall be bound by the Agreement and Declaration of Trust establishing the AFM-EP Fund, as it has been and may be amended, which is incorporated herein by reference as though set forth in full. The Producer shall make contributions to the AFM-EP Fund on behalf of each Musician in the amount of ten point four percent (**10.4%**)* of each Musician's Minimum Wage Gross Scale. Producer accepts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. *Note: Contribution increases to 10.9%, April 1, 2011.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	18	958407002	CENTER FOR CONTEMPORARY OPERA INC CBA REHAB 2

V. PENSION:

A. The Employer agrees to contribute an amount equivalent to 16.35% of each employee's wages, as defined in Article III of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund. Effective 9/12/14 this percentage shall be equal to the Local 802 Single Engagement Classical Wage Scales in effect at the time of performance.

Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%.

B. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such check(s) shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	19	958676002	CENTER THEATRE GROUP AHMANSON THEATRE CBA REHAB 2

T. 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 agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all

contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 16.35%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	20	959326002	CHAMBER MUSIC CHARLESTON PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	21	959273002	CHAMBER MUSIC NORTHWEST CBA REHAB 2

Pension

7. The Employer shall contribute an amount equal to five percent (5%) of the applicable minimum compensation for work performed by each musician hereunder to the AFM-EPW Pension Welfare Fund and is to be reported on forms to be provided by the Union. Payments of pension contributions, and work dues per (10), shall be due on each regular payday.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	22	959280002	CHARLES AND MARILYN BERNHARDT SOUP AND SONG PRODUCTIONS CBA REHAB 2

2. PENSION

The Employer agrees to contribute an amount equivalent to 10.9% of each employee's wage as defined in Article 2 of this Agreement to the American Federation of Musicians and Employers' Pension Fund.

The employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. the check and remittance information shall be transmitted to Local 1000 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	23	959284002	CITY OF OCEAN CITY CBA REHAB 2

ARTICLE VII

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYER PENSION FUND (AFM-EPF)

On behalf of each musician covered under this Agreement (including subs, extras, probationary and non-probationary musicians), the Employer shall contribute to the American Federation of Musicians' Pension Fund (AFM-EPF) an additional amount equal to six percent (6%) in each year of all wages earned under this Agreement. In accordance with the American Federation of Musicians & Employer's Pension Fund Rehabilitation Plan the contribution will increase to 6.24% effective April 1, 2010 and to 6.54% effective April 1, 2011. Each payment shall be accompanied by the appropriate personnel or AFM B Report Form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, Social Security number, date (or month) of services(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred, and shall be furnished to the Administrator of such fund at a place designated by the Union.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	24	958402002	CLASSIC STAGE COMPANY OFF BROADWAY THEATRE COMPANY PRODUCERS CBA REHAB 2

7. PENSION

A. This is in compliance with the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan.

B. Effective August 16, 2016, the Employer agrees to contribute 10 % (inclusive of the surcharge) of each musician/employee's wages as defined in Article 4 and Article 5 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

C. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

D. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	25	958101002	CLEVELAND CHAMBER SYMPHONY CBA REHAB 2

E. WAGES

1. Rates: Wages shall be paid at the following rates:

REHEARSALS: \$34.17 per hour (principals) **\$33.15** per hour (section players) plus 16% to the Union and 8% to AFM-EPF.

PERFORMANCES: \$119.34 per performance (principals) / **\$113.22** per performance (section players) plus 16% to the Union and 8% to AFM-EPF.

RECORDING SESSIONS: \$55.00 per hour (principal) **\$53.00** (section) plus 15% to the Union and 10% to AFM-EPF.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	26	959307002	CLEVELAND POPS ORCHESTRA CBA REHAB 2

VII. PAYROLL.

A. Payroll Procedure.

Cleveland Pops shall make full payment to Local 4's Payroll Department as payroll agent for Musicians, including an additional 18.5 percent of the gross payroll, for all payroll taxes, social security, workers' compensation, federal unemployment, and all payroll services, within thirty (30) days of each performance, provided that Cleveland Pops' payments shall reflect any increases or decreases as required by local, state, and federal agencies from time to time. For the 2016- 2017, 2017-2018 and 2018 – 2019 Seasons, Cleveland Pops shall pay an additional 7.0% of the gross

payroll as pension contribution directly to the Fund. No other obligation of any kind will be owed by the Cleveland Pops to the Musicians, to Local 4, AFM, or the Fund other than those explicitly provided herein,

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	27	959365002	CLIVE H WILSON LTD REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	28	959234002	COLORADO SPRINGS PHILHARMONIC CBA REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	29	958136002	COLORADO SYMPHONY CBA REHAB 2

5.2 Retirement Funds

- A. The CSA shall contribute to the Contract Musicians' Pension Plans an amount equal to four percent (4%) of each Contract Musician's total gross compensation, excluding the EMG portion of the compensation as defined in Section 4.9A. The pension contribution on EMG will be calculated separately in Sections 5.2 C and D below.
- B. The amount calculated in 5.2A shall be allocated as follows: 3.27% of base salary, excluding the EMG portion (see Section 4.1A), will be paid into the American Federation of Musicians and Employers' Pension Fund; the remainder will be paid into the Colorado Symphony Orchestra Money Purchase Pension Plan.
- C. Pension contributions on EMG will be paid according to the terms of the applicable AFM agreement as payments for electronic media work become due throughout the Season.
- D. If, at the end of a Season, there is EMG that has not been credited towards electronic media work, the CSA shall contribute an amount equal to four percent (4%) of the uncredited EMG as follows: 3.27% will be paid into the American Federation of Musicians and Employers' Pension Fund, and .73% will be paid into the Colorado Symphony Orchestra Money Purchase Pension Plan.
- E. The CSA's contribution to both Pension Plans is to be made by the CSA within seven (7) days after the issuance of the Musicians' paychecks (see Section 4.2E).

F. *Extra and Substitute Musicians* – see Section 4.5B

- G. The rates set forth in Section 5.2B and D for contributions to the American Federation of Musicians and Employer's Pension Fund will be discontinued immediately and will revert to a rate of 3% when both of the following events have occurred: (i) the rates in Section 5.2B and D are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	30	959379002	COUNTY OF MIDDLESEX PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	31	959322002	DALLAS THEATRE CENTER CBA REHAB 2

5.2. Employee Pension Funds.

Effective September 1, 2015 the Employer shall contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EP Fund), created pursuant to Trust Indenture, dated October 2, 1959. Specifically, the Employer's contribution rates, inclusive of the Rehabilitation Plan adopted by the Board of Trustees of the AFM-EP Fund on April 15, 2010, will be as follows:

Effective September 1, 2015 the Employer's contribution rate will be six percent (6%).

Effective September 1, 2016 the Employer's contribution rate will be six and one-half percent (6.5%).

Effective September 1, 2017 the Employer's contribution rate will be seven and one-half percent (7.5%).

Effective September 1, 2018 the Employer's contribution rate will be eight percent (8%).

5.2.A. The Employer shall make such payments and submit reports to such places and in such form as the Fund Trustee shall designate.

5.2.B. Employer payments to the AFM-EP Fund shall be made simultaneously with wage payments to the musicians for services performed hereunder.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	32	959381002	DAVID SCHNECK MUSICAL SERVICES CBA REHAB 2

PENSION

- A. Effective February 17, 2015 through February 16, 2017 Employer agrees to make pension contributions to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 204-373, at the percentage of 10% from February 17, 2015 through February 16, 2017 of all wages (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums, orchestration pay, music arranging, music preparation, copyist pay) earned under this Agreement. Non-wage Official Price List premiums, inclusive of cartage, mileage, and parking fee reimbursements shall not be considered pensionable wages. Accordingly, Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies there under), as amended, or as may be amended from time to time (the "Trust", collectively). Thus, Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made part hereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of AFM Local 204-373, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct and audit of David Schneck Musical Services payroll and wage records (at the AFM-EPF's expenses) to verify the accuracy of the contributions made.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	33	959394002	DESERT SYMPHONY CBA REHAB 2

Pension Contributions: The Company shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Companys' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Company agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. The Company shall make contributions to the AFM-EPF on behalf of each Musician it retains in the amount of 10.9% that Musician's Scale wages:

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	34	959369002	DINOSAUR ANNEX PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	35	959270002	DYNAMIC MUSICAL PRODUCTION INC CBA REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	36	959371002	EMMANUEL MUSIC INC CHURCH CANTATAS SERIES CBA REHAB 2

The Employer agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the AFM Employer's Pension Fund (AFM-EPF). The Orchestra

further agrees to contribute to the AFM-EPF an amount equal to **11.50%** beginning September 1, 2016, **12.50%** beginning September 1, 2017 and **13.50%** beginning September 1, 2018 of all applicable wages earned by each Player performing musical services. This amount will be submitted to the Union by one separate check, made payable to AFM-EPF by the fifteenth day of the month following the month during which musical services were performed. The appropriate forms for the submission of work dues and pension information will be supplied by the Union and must accompany the payments.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	37	959247002	EVERYMAN THEATRE CBA REHAB 2

AGREEMENT DELETED – FREELook

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	38	959239002	FIFTH AVE MUSICAL THEATRE COMPANY CBA REHAB 2

CBA + FUND STANDARD PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	39	958669002	FREMONT SYMPHONY ORCHESTRA CBA REHAB 2

18.12 Pension

- a. The Employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (the "Fund"), which is incorporated by reference into this Agreement, shall make pension contributions to the Fund on behalf of each employee covered by this Agreement in an amount equal to the specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below, and in accordance with the terms and conditions described herein. Such contributions shall be inclusive of all additional contributions required by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan:

Effective 9/1/16: 0.0%

Effective 9/1/17: 2.18%

Effective 9/1/18: 4.36%

- b. For the purpose of this section, "scale wages" shall include base per service wages, premium payments, doubling and overtime as set forth in Article 18 of this Agreement.
- c. Each contribution shall be paid to the Fund within 30 days following the rendering of services for which such contributions are payable, but in no case later than the end of the month following the calendar quarter in which those services were rendered.
- d. All contributions to the Fund shall be made by check payable to "AFM-EPF." All such checks shall be transmitted to the Local Union for forwarding to the Fund.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	40	959292002	FRESNO COMMUNITY CHORUS INC CBA REHAB 2

PENSION

The Employer agrees to bind itself to the AFM-EPF Trust Agreement and to pay an amount equal to the following percentage(s) as specified herein for each year of this Agreement on all Musicians' wages, to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) for each Musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period, but not later than thirty (30) days after the Employer receives the payroll report, with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

2. Pension Percentages:

2017-2018: 7%

3. Effective September 1, 2011 ("Effective Date"), the Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

Effective on September 1, 2011, Employer's contribution rate will increase to 7.63%.

PAYROLL RESPONSIBILITIES

Employer Responsibilities: Employer agrees to assume all Federal and State employer payroll responsibilities in hiring musicians as Independent Contractors.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	41	959364002	GARY BENOIT BRASS LLC REHAB 2

1. For solo, single engagement work, and all teaching music instruction the Pension Fund contribution shall be 15% and 2 1/2 % work dues the Local, all other contracted engagements shall be at 7% to the Pension Fund and 2 1/2 % work dues to the Local.

7. The Employer signing this agreement, having agreed to become a party to the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below, and in accordance with the terms and conditions described herein.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	42	958447002	GREEN STREET MORTUARY CBA REHAB 2

9. The Employer agrees to contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to eight percent (8%) of the total wages for all services. A check in the proper amount made payable to AFM-EPF shall be mailed to the Union with a copy of the payroll for each pay period, including names, social security numbers, wage and pension amounts.

Effective 4/1/13 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

Effective on the Effective Date, the Employer's contribution rate will be 8.72%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth [cross-reference the rates that will be used instead] (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	43	959376002	HARTFORD SYMPHONY ORCHESTRA INC CBA REHAB 2

17.4 Pension

The employer agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 400 at a rate of 5.45% for each season of each employee's gross compensation. Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies there under), as amended, or as may be amended from time to time (the "Trust", collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of AFM Local 400, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Employer's payroll and wage records (at the AFM-EPF's expense) to verify the accuracy of the contributions made.

The Employer will forward pension payments through AFM Local 400 to be received in the office of the AFM-EPF in New York no later than the last day of the month which follows each corresponding payroll. The Employer shall issue a separate check made payable to AFM-EPF for the total amount of pension for each period.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	44	959375002	HAVE WOODWINDS WILL TRAVEL LLC PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	45	959323002	HAWAII OPERA THEATRE CBA REHAB 2

Fund Standard PA – NO CBA AT THIS TIME

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	46	958666002	HOLLYWOOD BOWL ORCHESTRA CBA REHAB 2

J. **Pension:** 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 make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 10% of that Musician's scale wages.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	47	958702002	HORACE BUSHNELL MEMORIAL HALL CORPORATION CBA REHAB 2

PENSION

During each week of employment of one or more Union musicians, the Employer shall contribute to the American Federation of Musicians & Employer's Pension Fund a sum equal to that noted below based on each musician's gross wages, not including cartage.

Effective July 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contributions schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

	Effective 07/17/2016	Effective 07/01/2017	Effective 07/01/2018
Employer Contribution Rate	12%	12%	12%
Rehabilitation Plan Increase (of Employer rate)	109%	109%	109%
Cumulative Rate	13.08%	13.08%	13.08%

The cumulative rate in effect upon expiration of this Agreement shall neither increase for the duration of the Rehabilitation Plan nor be considered the basis from which subsequent negotiations will commence.

Checks shall be made payable to the AFM & EP Fund and shall be sent, monthly, to the Union along with the names of the covered musicians. The Employer shall not be held liable for the management or safekeeping of these funds once disbursed to the Union.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	48	958677002	HOUSTON BALLET FOUNDATION CBA REHAB 2

Section 14. RETIREMENT PLAN CONTRIBUTION

In accordance with the parties' May 25, 2010 agreement with respect to the Rehabilitation Plan from the Board of Trustees the Employer agrees to contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of each Musician at a rate equal to a percentage of such Musician's base rate for performances and rehearsals (including overtime) as follows:

2016-2017	6.54%
2017-2018	6.54%
2018-2019	6.54%

The above represents a 6.0% contribution plus an additional contribution of 0.54% pursuant to the Rehabilitation Plan. Contributions shall be remitted no later than the end of the month following the month in which the work was performed. Employer shall transmit the pension contribution together with the appropriate forms to the American Federation of Musicians, Local 65-899. The Employer agrees to be bound by the Agreement and Declaration of Trust dated October 2, 1950, as amended, (the "Trust Agreement") establishing the American Federation of Musicians and Employers' Pension Fund, as amended from time to time (the "Fund").

The foregoing notwithstanding, in the event that at any time in the future Employer is assessed by the Fund or any individual or entity related thereto, the Pension Benefit Guaranty Corporation, or any successor or comparable US Government entity for any under funding in said Fund, the amount of said assessment in any Season shall allow Employer to reduce the per Service rate set forth in 1(a) above for the following Season by the amount necessary to cover said assessment. The per Service rate reduction shall be calculated by dividing the assessment by the number of guaranteed services times the number of Musicians who are guaranteed such services in the Season and subtracting that number from the per Service rate to establish the Adjusted per Service rate. All Services shall be paid at the Adjusted per Service Rate from the beginning of the Season until such time as the difference between what would have been paid under the per Service rate for such Season set forth in 1 (a) above and the amount paid utilizing the Adjusted per Service rate equals the amount of the under funding assessment. At such point all additional Services shall be paid at the original per Service rate for such Season set forth in 1 (a) above.

Notwithstanding the above paragraph, the parties agree that during the term of this Agreement, the Employer will make Rehabilitation Plan offsets on an individual basis going forward, rather collectively retroactive, as has been past practice pursuant to that Memorandum of Understanding entered into between the parties on November 30, 2010. For the avoidance of doubt: during the term of this Agreement, the Employer will reduce the per service rate, for the performing musician to whom an increased Rehabilitation Plan contribution applies, by 0.54% in order to offset for applicable Rehabilitation Plan contributions.

In the event that at any time in the future the minimum contribution rate required by the Trust Agreement or any other document related thereto as well as any amendments thereto is increased beyond the contribution rate provided for hereinabove in this Agreement, any such increase shall operate to reduce the Per Service Rates by an amount necessary to provide that the Per Service Rate plus the Retirement Plan Contribution then required by the Trust Agreement shall not exceed the Per Service Rate plus the Retirement Plan Contribution provided for herein.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	49	959324002	HOUSTON JAZZ ORCHESTRA CBA REHAB 2

Article VII. PENSION FUND (AFM-EPF)

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employer's Pension Fund (the "Fund," or AFM-EPF) on behalf of each employee covered by this agreement. Henceforth, the pension contribution for the 2016 – 2017 Agreement will be 5.45%, which reflects the 5% pension contribution negotiated as part of this Agreement plus the 9% additional contributions required by the AFM-EPF Rehabilitation Plan. In the event that the Fund no longer requires additional contributions, the pension rate will revert to 5%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	50	959368002	HUNTINGTON THEATRE COMPANY CBA REHAB 2

1.3 Union Pension

The Employer agrees to contribute to the American Federation of Musicians Employers' Pension Fund ("AFM-EPF") an additional 11.99% of wages earned by each Musician performing musical services, and transmit to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed.

Effective September 1, 2016 Employer contribution to AFM EPF will increase to 13%.

Effective September 1, 2017 Employer contribution to AFM EPF will increase to 13.50%.

Effective September 1, 2018 Employer contribution to AFM EPF will increase to 13.75%.

Effective September 1, 2019 Employer contribution to AFM EPF will increase to 14.00%.

RECEIVED