

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	51	958654002	ILLINOIS PHILHARMONIC ORCHESTRA CBA REHAB 2

PENSION

The Employer agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund (AFM-EPF), on behalf of musicians it employs within the jurisdiction of AFM Local 10-208 and Local 37, 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 AFM-EPF 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 musician covered by this Agreement within the jurisdiction of Local 10-208 and 37, 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 Illinois Philharmonic's payroll and wage records to verify the accuracy of the contributions made.

Contributions shall be made in the following amount: 6% (6.54% in accordance with the AFM-EP Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010).

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	52	958409002	JACK KLEINSINGER HIGHLIGHTS IN JAZZ CBA REHAB 2

4. PENSION

The Employer agrees to contribute an amount equivalent to eight point seven two percent (8.72%) of each employee's wages as defined in Article(s) 3 of this Agreement (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 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 30 days of the last day of the month during which services were rendered, and 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. 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 also agrees to adopt 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 increase to eight point seven two (8.72%) as of April 1, 2011.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	53	907493002	JEWISH CLUB DATE REHAB 2

EXAMPLE FROM NESHOMA

ARTICLE V - PENSION

1. NESHOMA shall contribute to the American Federation of Musicians & Employers Pension Fund ("AFM-EPF"), for the benefit of its musicians, a pension contribution in the amount of 11.1 percent (11.1%) of gross scale wages on a maximum of four (4) hours. Said contribution shall be deducted from the actual gig rate negotiated with the employee, as described in the attached Rider.
2. Nothing contained in this Article V shall require Orchestra to make pension contributions to the AFM-EPF for musicians covered hereunder in the event Orchestra is compelled to make similar pension contributions (in an amount that is equal to or greater than the amount required by this Agreement) for the benefit of the same musicians for the same engagement(s) to a fund or plan maintained or operated by another local of the AFM as a conduit through which pension contributions are made to the AFM-EPF. In the event that the contributions, if any, that Orchestra is thus compelled to make to or through a plan maintained and operated by another local of the AFM are less than the pension contributions required to be made pursuant to the Article V, Orchestra shall contribute the difference to the AFM-EPF.
3. All pension contributions required to be remitted by this Article V shall be made no later than sixty (60) days after the engagement for which such contributions are due.
4. Neshoma 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, but only to the extent that same places liability for any obligations to the Pension Fund only with Orchestra and excludes from any and all liability to the Pension Fund, personal or otherwise, by all officers of the Orchestra, employees of the Orchestra and/or shareholders of the Orchestra.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	54	959373002	JOE GIORGIANNI PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	55	959366002	KALAMAZOO SYMPHONY ORCHESTRA CBA REHAB 2

16.8 – **Pension.** The Employer shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each tenured regular member in an amount equal to 5.45% of scale wages. Each contribution shall be paid to the Fund not later than August 31 for the season ending on that date 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 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, and as a continuing employer the Employer continues to adopt the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	56	959325002	KIRKWOOD MUSIC SERVICES CBA REHAB 2

XIII. AFM-EMPLOYERS 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 5.45% of negotiated wages to the American Federation of Musicians and Employers Pension Fund as set forth in Article V herein.

*5.45% of negotiated wages as stated above includes (5% pension rate plus the required 9% of the agreed pension rate to satisfy contributions for the AFM – EPF Rehabilitation Plan Agreement of 2010. Should the Rehab Plan percentage change during the term of this agreement, the contribution rate will then be reflected accordingly.)

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	57	958098002	LAKE CHARLES SYMPHONY CBA REHAB 2

VII. 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 6.54% of negotiated wages to the American Federation of Musicians and Employers Pension Fund as set forth in Article IV herein. Payment must be made within 30 (thirty days) following the performance.

(6.54% of negotiated wages as stated above includes 6% plus the required 9% additional 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.)

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	58	959321002	LAKE FOREST SYMPHONY CBA REHAB 2

8.9 Pension. The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund an amount equal to eleven and ninety-nine hundredths percent (11.99%) of the gross pay of each Musician. Such payments shall be forwarded weekly to the Local the week following the week for which the payment is made. The Employer shall send contemporaneously with that 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 the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by 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
3	1	59	710920002	LAKE GEORGE OPERA FESTIVAL INC CBA REHAB 2

- 7.10 Pension: On behalf of each musician covered under this agreement, OS shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 6.54%, inclusive of rehabilitation, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal services contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B 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. All contributions to the AFM-EPF shall

be paid no later than the thirtieth day of the month in which services have been performed. As a contributing employer to the AFM-EPF, OS 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	61	958337002	LOS ANGELES CLASSIC ROCK ORCHESTRA CBA REHAB 2

J. 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. The Employer shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 8% of that Musician's scale wages.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	62	958359002	LYRIC OPERA OF CHICAGO BOOK SHOW FOR CIVIC OPERA HOUSE CBA REHAB 2

TWELFTH: PENSION

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND for the duration of this Agreement an amount equal to sixteen percent (16%) of the gross weekly pay (including vacation pay) of each Musician for the term of the Agreement. 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
3	1	63	958358002	LYRIC OPERA OF CHICAGO CBA REHAB 2

Section 7.3. Pension.

- (a) The Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund ten percent (10%) of the minimum weekly salary, minimum overscale, seniority pay, overtime, premium pay, full service pay for section players except for third horn in lieu of an opera off, doubling pay, stage band contractor and contracting fees, and vacation pay, on behalf of each musician, including but not limited to Regular Musicians, Stage Band Musicians, Stage Band Contractors, Extra Musicians, and Substitute Musicians. At such time as the Pension Fund exits rehabilitation, the Opera contribution shall increase to eleven percent (11%).
- (b) Lyric Opera of Chicago agrees to the terms of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund in effect as of the date of this Agreement, which Agreement and Declaration of Trust is incorporated herein by reference. By making contributions on behalf of an individual, Lyric warrants that it

has determined that the individual is an employee covered by this Agreement, and the Fund assumes no liability for that determination.

- (c) The terms "salary" and "scale wages" shall not include royalties, advances of other payments of or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (for example, promotional expenses, recording expenses, cartage expenses, or mileage expenses, recording budgets, or similar expense accounts or payments).
- (d) Each contribution shall be paid to the Fund no later than the thirtieth (30th) of the month following the month in which services were rendered for which such contributions are payable. 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 transmitted directly to the Fund and a copy of the remittance forms accompanying such checks shall be contemporaneously sent to the Union.
- (e) The Opera agrees to consider future amendments to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund.
- (f) As long as Lyric maintains a deferred 403(b) arrangement for any of its other employees, Lyric will permit Musicians to participate in a Roth 403(b) arrangement if it does not involve any direct cost, Lyric does not make any contributions, and the investment vehicles available through this arrangement for musicians are no different than those provided to other employees.
- (g) Lyric will provide to the Orchestra Personnel Manager each month a copy of its current AFM- EP Fund pension contribution remittance form. Any Member may request his or her pension contribution remittance information from the Personnel Manager.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	64	958403002	MCC THEATER OFF BROADWAY THEATRE COMPANY PRODUCERS CBA REHAB 2

4. Pension

Modify Article 7 so as to increase pension contribution to 10%.

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	65	958474002	MCCLARY MUSIC FAIRMONT HOTEL SAN FRANCISCO CBA REHAB 2

19. PENSION

Contribution shall be made by the Employer to the Trustees of the American Federation of Musicians' and Employers' Pension Fund in a sum equal to eight percent (8%) of gross wages, including overtime, doubling and premium payments.

Checks shall be made payable to "AFM-EPF" and shall be accompanied by a payroll statement indicating the name, social security number, address, pension wages, and pension contributions for each Musician/Employee. Payments shall be made monthly and sent to the Union.

Effective 6/1/2014 ("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 8.72%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	66	959336002	MELVIN ROGERS PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	67	958414002	MLEONHART INC CBA REHAB 2

ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION

The Employer agrees to contribute an amount equivalent to 16.35% percent of each employee's wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within sixty (60) 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. 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 herein by reference.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	68	958110002	MONTEREY OPERA ASSOCIATION CBA REHAB 2

2. The ASSOCIATION will contribute 4% of the musician's wages excluding any over-scale to the AFM and Employers Pension Fund.

Effective June 1, 2010¹, ASSOCIATION 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 by reference into this Supplemental Agreement. Specifically, the ASSOCIATION'S contribution rate under the CBA will increase as follows:

Effective on April 1, 2011, ASSOCIATION'S contribution rate will increase from 4% to 4.36%.

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	69	959279002	MUSICA ANGELICA BAROQUE ORCHESTRA CBA REHAB 2

- L. **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 7.63%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	70	958472002	MUSICAL ARTS ASSOCIATION SUBS AND EXTRAS AGRMT REHAB 2

4.6 Pension: The Pension Plan changes are summarized in Appendix A.

- 4.6.a The Association shall continue the irrevocable trust into which are placed all current and future funds accrued for or payable into the Past Service Fund, which trust shall be used for the payment of past service benefits for services prior to November 1, 1956, and additional amounts under the Minimum Pension provisions, where applicable, to employees retiring or already retired under the Pension Plan, provided that the Trust Agreements may be amended by the parties to accommodate the other amendments to the Plan, if necessary, but such amendments shall not adversely affect the benefits of retired employees.
- 4.6.b It is understood and agreed that the Association, the Union and the Pension Committee shall be provided with copies of all studies, reports and documents concerning the status, funding and operating of the Pension Plan.
- 4.6.c The Association agrees to continue the supplementary tax-sheltered variable annuity program, as it is presently being administered by the Trustee, or as the Orchestra members may determine to alter its administration.
- 4.6.d The Pension Committee shall be empowered to review the functioning of the Pension Plan and make recommendations as to its further improvement, operation and administration but the Association shall have no obligation to further improve benefits during the term of this Agreement.

- 4. Effective August 1, 2009, except for Musicians electing the \$3,000.00 additional benefit noted in Section 3, above, the Association began contributing 7-1/2% of minimum weekly salary on behalf of each Musician to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF"). However, effective March 30, 2010, the parties entered into an "Agreement Concerning Retirement Benefits," which was superseded by the "Retirement Plan Addendum" which is attached hereto as Appendix A-1 and made a part of this Appendix.

1. As provided in the Interim Agreement, the Association has, effective on March 30, 2010, withdrawn from and ceased participation in the American Federation of Musicians and Employers' Pension Fund (hereinafter referred to as "the AFM-EPF") with respect to all contributions that were provided under the Trade Agreement, and no contributions were due to the AFM-EPF under the Trade Agreement (including the salary-based payments and the radio guarantee payments) with respect to any service, employment, fees, rights, or any other reason after that date.

2. After March 30, 2010, the amounts of any contributions that would have been made by the Association to the AFM-EPF (at the contribution levels in effect as of March 30,

2010) were instead contributed to The Musical Arts Association 403(b) Retirement Plan ("MAA 403(b) Plan") and those amounts were credited to the accounts of the Musicians under that plan, provided that the contribution amounts that were based upon minimum weekly salary were increased from 7.5% to 7.875% effective April 1, 2010.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	71	959238002	NATIONAL PHILHARMONIC ORCHESTRA AND CHORALE OF MONTGOMERY COUNTY INC CBA REHAB 2

J. Pension

National Philharmonic adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' 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. National Philharmonic agrees to pay 7.63% in pension contributions for each covered Musician during the three-year term of this Agreement.

Checks for this purpose shall be made payable to the "AFM & EP Fund" and remitted to the Union monthly.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	72	959374002	NATIONAL SYMPHONY ORCHESTRA ASSOC OF WASHINGTON DC CBA REHAB 2

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 at the following percentages of weekly scale plus seniority:

Effective 9/2/08: 8%

Effective 6/5/12: 8.75%

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
3	1	73	953195002	NBSNYC LLC NAKED BOYS SINGING COMMERCIAL OFF BROADWAY AREA STANDARDS AGRMT REHAB 2

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
3	1	74	958682002	NEW AMSTERDAM THEATER CBA REHAB 2

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
3	1	75	711375002	NEW JERSEY FESTIVAL ORCHESTRA CBA REHAB 2

ARTICLE 8 – PENSION PROCEDURE

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and the 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.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	76	958084002	NEW YORK JAZZHARMONIC INC CBA REHAB 2

A. PENSION

The Employer agrees to contribute an amount equivalent to eight percent (8%) of each employee's wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within sixty (60) 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 Employees 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	77	958152002	NEW YORK SHAKESPEARE FESTIVAL 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	78	958151002	NEW YORK THEATRE WORKSHOP INC 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	79	953194002	NEWSICAL NYC LLC NEWSICAL THE MUSICAL COMMERCIAL OFF BROADWAY AREA STANDARDS AGRMT REHAB 2

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
3	1	80	958703002	OAKLAND SYMPHONY CBA REHAB 2

20.5 Pension. The Association agrees to make contributions at the following rates to the AFM/EPF on all basic compensation in Article 20.2, paragraphs (a) through (f) and Article 16.3(a) (ii):

2013-2014 season 8%

Effective July 1, 2013 ("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 8.72%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in Section 20.5 herein (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	81	959319002	ODYSSEY OPERA PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	82	959236002	OLNEY THEATRE CENTER CBA REHAB 2

VII. PENSION

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 V (wages) of the CBA: 4% effective August 1, 2016; 8% effective August 1, 2018.

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 161-710 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
3	1	83	958475002	OPERA ORCHESTRA OF NEW YORK CBA REHAB 2

3. Article 10 (Pension) shall include the following paragraph:

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.

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Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	84	959380002	OPERA SANTA BARBARA CBA REHAB 2

I. Pension Contributions:

Pension Fund – 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. Association (Employer) agrees to pay an amount equal to the following percentages as specified herein for each year of this Agreement on all payments (including wages, premiums, doubling, and overtime) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

Effective April 1 2011, Association (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:

Based on the CBA base rate of seven percent (7%) and effective on April 1, 2011, Association's contribution rate will increase to seven point sixty three percent (7. 63%).

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to seven percent (7%) 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	85	958701002	ORCHESTRA OF NEW ENGLAND INC CBA REHAB 2

- (k) Pension. 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) an additional amount equal to 5%, inclusive of all amounts required by the Fund's Rehabilitation Plan, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under a personal service

contract. 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, the amount of wages on which pension is being paid and the amount of pension being contributed. All contributions to the AFM-EPF shall be paid no later than the 15th day of the month following the month in which services were rendered. The Employer shall issue a separate check made payable to "AFM-EPF" for the total amount of pension due each month. The Employer shall forward such payments through AFM Local 400. 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	86	959235002	PALM BEACH OPERA INC CBA REHAB 2

Pension — On behalf of each musician covered under this agreement (whether union members or not), the Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM—EPF) an additional amount equal to ten percent (10%) of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. 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. This accounting shall be copied to the Union. 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. As a contributing employer to the AFM—EPF, the Association 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. Effective June 1, 2010 ("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 10.9%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	87	958450002	PALM SPRINGS OPERA GUILD CBA REHAB 2

H. **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 10.9%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	88	959377002	PAPER MILL PLAYHOUSE OF MILLBURN CBA REHAB 2

J. Pension:

Paper Mill shall remit to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF"), on a schedule mutually agreed upon between Paper Mill and the AFM-EPF, a sum equivalent to Eight and a half percent (8.5%) of each musician's gross earnings under this Agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	89	958675002	PASADENA MASTER CHORALE CBA REHAB 2

- G. **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 10%, inclusive of the American Federation of Musicians and Employers' Pension Fund rehabilitation plan.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	90	958157002	PATRICK G AND SHIRLEY W RYAN OPERA CENTER CBA REHAB 2

Section 5.5. Pension.

In accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Pension Fund on April 15, 2010 (the Rehabilitation Plan), which is incorporated herein, ROC shall contribute ten and nine-tenths percent (10.9%) of the base wages and minimum overscale for each player contracted under Articles III and IV above to the American Federation of Musicians Pension Fund for the term of this Agreement. **At such time as the Pension Fund exits rehabilitation, the ROC contribution shall increase to eleven percent (11%).**

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	91	959229002	PEOPLE IN PLAZAS CBA REHAB 2

PENSION

Employer agrees to pay the below specified percentage of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician engaged by Association. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

Effective July 15, 2010 ("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 10.4%

Effective on April 1, 2011, Employer's contribution rate will increase from 10% to 10.9%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	92	958153002	PLAYWRIGHTS HORIZONS 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	93	959305002	POST CLASSICAL ENSEMBLE CBA REHAB 2

ARTICLE IV

The **PostClassical Ensemble** adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' 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 that for all musicians employed under this agreement, there shall be contributions into the AFM-EPF in the amount of 10.9% of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	94	958477002	QUAIL VALLEY CHURCH CBA REHAB 2

VI. UNION PENSION FUND CONTRIBUTIONS

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 Articles IV herein. The 10.9% includes the percentage amount as agreed to by AFM-EP Fund Rehabilitation Plan.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	95	958416002	REGINA VIOLIN LLC CBA REHAB 2

ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION

The Employer agrees to contribute an amount equivalent to 10.9% (ten point nine) percent of each employee's 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" (AFM-EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within thirty (30) days following the end of the month in which the rendering of services for which such contributions are payable has occurred. 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 Employees 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	96	958680002	RIVER CITY BRASS BAND CBA REHAB 2

17.7 Pension

The Employer agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund ("AFM-EPF"), on behalf of musicians it employs within the jurisdiction of AFM Local 60-471, in the amounts set forth below based on the Tier Five rate defined in Article 17.1 per each service. Any amounts that an individual musician earns over the base scale, whether for solo work, overtime, retainer pay, etc., are not included as part of the pension calculation.

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 within the jurisdiction of Local 60-471, to provide reasonable access to all information that the AFM-EPF may require.

Contributions shall be 10.9% The timing of the actual payments to the pension fund will coincide with those of the work dues as per Article 4 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 here by reference.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	97	958684002	SACRAMENTO CHORAL SOCIETY AND ORCHESTRA CBA REHAB 2

PENSION

Employer agrees to be bound by the terms of the Agreement and Declaration of Trust of the American Federation of Musicians and Employers Pension Fund and the terms of the Fund's Rehabilitation Plan and to pay for each year of the Agreement an amount equal to 8.72% (comprised of 8% base contributions and .72% additional Rehabilitation Plan contributions) of 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 Association receives the payroll report, with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

The rates set forth in this Agreement will be discontinued immediately and will revert to the base rates set forth in this agreement when both of the following events have occurred: (i) rates higher than the Base 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	98	958132002	SAINT PAUL CHAMBER ORCHESTRA CBA REHAB 2

B.4.3 Pension Plan

If a Musician's full-time start date was prior to June 30, 2007, the Society shall contribute 10% of the individual Musician's Guaranteed Annual Salary and Overscale into the American Federation of Musicians and Employers' Pension Fund.

If a Musician's full-time start date was after June 30, 2007, the Society shall contribute 7% of the individual Musician's Guaranteed Annual Salary and Overscale into the American Federation of Musicians and Employers' Pension Fund.

The Musicians shall be eligible to participate in an individually vested and owned tax-sheltered annuity plan arranged by the Society. Musicians may elect to have contributions to their tax-sheltered annuity plan deducted from their gross compensation by the Society to the maximum extent permitted by law.

All Extras and Substitutes will receive a pension contribution as described in Section C.5.1.d.

- d. All Substitutes and Extras shall receive a 7% pension contribution to the American Federation of Musicians and Employers' Pension Fund.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	99	958147002	SAINT REGIS HOTEL USERS OF MUSIC CBA REHAB 2

3. Article 10 C (Pension) shall include the following new paragraph:

The Hotel 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 contribution rate effective as of April 1, 2011 is 11.99%, subject to increases, if any, required by the Rehabilitation Plan.

4. All rates in Article 3 shall be increased by the following percentages:

<u>Effective Date</u>	<u>Percentage Increase</u>
March 1, 2012	0%
March 1, 2013	3.5%
March 1, 2014	2.75%
March 1, 2015	2.75%

C. Pension

1. Each hotel shall, within fourteen (14) days of each payday, contribute ten percent (10%) of the gross wages including vacation pay earned by each musician in its employ each week to the American Federation of Musicians and Employers' Pension Fund (AFM& EP Fund) to provide pension benefits to the employees for whom said contributions have been made. Effective January 1, 2007, the pension contribution shall be increased to eleven percent (11%).

2. 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, and scale wages on which pension is paid. The check and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund within thirty (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 Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

3. The Hotel 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 contribution rate effective as of April 1, 2011 is 11.99%, subject to increases, if any, required by the Rehabilitation Plan.

4. Pension contribution checks shall be made payable to the AFM-EP Fund, but they shall be sent to Local 802 at 322 West 48th Street, New York, NY 10036.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	1	100	959276002	SAN BERNARDINO SYMPHONY ORCHESTRA CBA REHAB 2

Q. Pension Contributions: 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 10.9%.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	101	958449002	SAN FRANCISCO SYMPHONY CBA REHAB 2

4.6 Substitutes and Extras Substitute and extra Musicians shall be paid as follows:

A. For work weeks in which substitute or extra Musicians perform between six and eight services, they shall receive the minimum weekly salary. Contributions for substitute and extra Musicians (without regard to the number of services performed per work week) shall be paid to the American Federation of Musicians and Employers' Pension Fund created pursuant to its Trust Indenture, dated October 2, 1959 (AFM-EPF) and shall be 10%. Such work weeks shall include the third and/or fourth concert service when performed on the first day of the next succeeding work week, and one rehearsal on Friday or Saturday of the previous week.

B. When substitute or extra Musicians perform fewer than six services in any work week, they shall receive the regular rehearsal and concert service rates for each service.

C. For all overtime service, substitute or extra Musicians shall receive the appropriate overtime rates.

D. A Musician engaged as assistant to the Principal Horn, Trumpet or Trombone, solely or in addition to performing a non-principal part, will be compensated as provided in 4.6 A. or 4.6 B.

E. For Musicians engaged for at least one regular season, 9% shall be paid to the AFM-EPF.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	102	958700002	SANTA BARBARA SYMPHONY ORCHESTRA ASSOCIATION CBA REHAB 2

4.6 Pension Fund – 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. Association agrees to pay an amount equal to the following percentages as specified herein for each year of this Agreement on all payments (including wages, premiums, doubling, and overtime) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts. Effective June 1, 2010 ("Effective Date"), Association 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 April 1, 2011, Association's contribution rate is sixteen point thirty-five percent (16.35%).

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to fifteen percent (15%) 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	2	103	958685002	SANTA ROSA SYMPHONY CBA REHAB 2

B. PENSION

1. During the contract year, Management shall contribute a percentage of the Contracted Musicians' gross base salary, including step-up, overtime, doubling and extra services, to the American Federation of Musicians Employers' Pension Fund effective as of the date (or dates) set forth in this Agreement.
2. The Association adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the AFM Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Association's contribution shall be:

8.72% from July 1, 2014 – June 30, 2019.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	104	958154002	SECOND STAGE THEATRE 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	2	105	710258002	SPOKANE SYMPHONY SOCIETY CBA REHAB 2

PENSION FUND (AFM-EPF):

On behalf of each musician covered under this Agreement, the Society shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to and 4% of all wages earned under this Agreement excluding any additional amounts negotiated by individual musicians under personal service contracts. 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 no later than the end of the month following the month in which the Services occurred. As a contributing employer to the AFM-EPF, the Society 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. The Society shall simultaneously send a copy of the remittance to the Local.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	106	959328002	TMH COMPANY PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	107	958095002	TREMONT THEATRE INC CBA AUTO RENEWAL EXTENSION REHAB 2

ARTICLE XXI

PENSION

During the term of this Agreement, the Employer shall contribute to the American Federation of Musicians – Employers' Pension Fund on behalf of each musician it employs, the following percentages of his gross non-media earned wages

Effective September 1, 1997	9%
Effective September 1, 1998	10%
Effective September 1, 1999	10%

Such gross non-media earned wages shall exclude, without limitation, cartage, harp maintenance, wages paid above minimums established in this agreement and amounts paid to employees who do not perform pursuant to Article IX (Recorded Music) and Article IV, Section 6 (Employment of Local Employees). Notwithstanding the above, gross non-media earned wages for purposes of this article shall include amounts paid to Employees who do perform pursuant to Article IX(a).

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	108	959372002	UNITAS ENSEMBLE INC CBA REHAB 2

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
3	2	109	959331002	UP CLOSE AND MUSICAL CBA REHAB 2

3.5 Pension

There shall be a pension contribution made for each participating musician in the amount of :

4.4% of base wages (travel and cartage excluded).

to the American Federation of Musicians and Employers' Pension Fund. (see attached Participation Agreement)

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	110	959294002	VANGUARD JAZZ ORCHESTRA CBA REHAB 2

A. PENSION

The Employer agrees to contribute an amount equivalent to sixteen point three five percent (16.35%) of each employee's wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within thirty (30) days of the end of the calendar month in which the services were rendered and 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 Employees Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer also agrees to adopt 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
3	2	111	953192002	VILLAGE LIGHT OPERA GROUP LTD CBA REHAB 2

ARTICLE 6 - PENSION

THE EMPLOYER shall contribute to The American Federation of Musician's and Employers' Pension Fund (hereinafter referred to as "AFM-EPF") a certain percentage of gross wages paid to each **MUSICIAN**, as calculated based upon the provisions of Article 5 of **THE AGREEMENT**, according to the following schedule:

		1/6/12 – 6/30/14
Pension Contribution (Percentage of Gross Wages)		12.00% (but see paragraph below about Rehabilitation Plan)

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 **13.08%**.

All contributions made by **THE EMPLOYER** to the AFM-EPF pursuant to the provisions of this Article of **THE AGREEMENT** shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund", which shall be transmitted to **THE UNION** no later than **fourteen (14) business days** after the date of each payment made to each musician, for forwarding to the AFM-EPF

The **EMPLOYER** agrees to be bound by **THE AGREEMENT** and Declaration of Trust, 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, which is incorporated by reference into this agreement.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	112	959378002	VINCENT CARANO PENSION AGRMT REHAB 2

Fund Standard PA

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	113	958405002	VINEYARD THEATRE OFF BROADWAY THEATRE PRODUCERS CBA REHAB 2

4. Pension

Modify Article 7 so as to increase pension contribution to 10%.

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	2	114	959237002	WASHINGTON BALLET CBA REHAB 2

ARTICLE VII – PENSION

For every engagement performed by Employees within or outside the territorial jurisdiction of the Union, the Employer shall contribute on behalf of each Employee, a sum equal to ten and nine-tenths percent (10.9%) of the scale wages set forth above to the American Federation of Musicians' and Employers' Pension Fund created pursuant to the Trust Indenture dated October 2, 1959 to which the Employer hereby subscribes.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	115	959227002	WEST EDGE OPERA CBA REHAB 2

ARTICLE 16: PENSION

Employer agrees to contribute according to the following table on all payments (including wages, premiums, doubling, and overtime, per Article 14 of this Agreement) 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 with a copy of the payroll, including names, Social Security numbers, wages and pension amounts. The amounts indicated below are inclusive of all additional contributions required by the American Federation of Musicians and Employers Pension Fund Rehabilitation Plan.

2016-2017	2017-2018	2018-2019
3%	5%	7%

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	116	958451002	WHEELING SYMPHONY CBA REHAB 2

A. The Base Pay of "Contracted" Musicians for each 2-1/2 hour Service shall be:

2013-14: \$92.06 + 4.4 % pension

B. The Base Pay of "Per Service" Musicians for each 2-1/2 hour service shall be:

2013-14: \$81.65 + 4.4 % pension

I. EMPLOYER PENSION CONTRIBUTION

The Symphony Society shall contribute the percentage of base pay set forth in Article II, Section A and Section B above, earned by each musician under the terms of this Agreement, to the American Federation of Musicians and Employers Pension Fund at the same time as Musicians are paid for their Services.

Group #	PDF #	Item #	Agr ID	Agreement Name
3	2	117	959327002	WICHITA FALLS SYMPHONY ORCHESTRA CBA REHAB 2

7.9 Pension Benefits. Effective June 1, 2018, the Association 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 Association shall contribute an amount equal to the percentage of scale wages set forth in Exhibit I annexed hereto on behalf of each musician covered by this agreement, inclusive of the contribution schedule the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010. Effective June 1, 2018 the Association's contribution rate will be seven percent (7%).

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	1	1 excerpt from 4 Book Show CBAs

TWELFTH: PENSION

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND for the duration of this Agreement an amount equal to sixteen percent (16%) of the gross weekly pay (including vacation pay) of each Musician for the term of the Agreement. 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	2	1 excerpt from 11 Commercial Off Broadway Area Standards CBAs

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, 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	3	1 excerpt from 3 Education Services CBAs

Pension Contribution: 9.81% for 2014-2018 season for live services; and 10.9% for broadcast or recording services under Section 11

Contractor fee: minimum 10% gross wages

Local Radio Broadcast/Local Musicians Personal Use Tape: Scale wages, see Sections 10 and 11

5. Visitation 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, Employer's contribution rate will be as follows:

Effective on the Effective Date, Employer's contribution rate will be 5.45% of wages for live performance and 10.90% for broadcast or recording services.

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 each musician 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 total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	4	1 excerpt from 9 Incidental Music CBAs

Producer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EP Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the producer, and amount equal to **12.81%** of the scale wages earned by said musicians. This contribution rate shall be deemed to include the contribution required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and updated June 27, 2018. For the avoidance of doubt the Pension Fund rates shall apply to paragraphs 2.3, and 9 of this Letter of Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	5	1 excerpt from 24 Independent Film Festival CBAs

- K. **Pension Contribution:** Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 8.8% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	6	1 excerpt from 34 Internet Streaming CBAs

- F. Pension contribution: Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 15.59% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	7	1 excerpt from 35 Limited Pressing CBAs

8. For the services covered by this Agreement in the making of sound recordings as provided hereunder, the Company agrees to compensate each musician in accordance with the terms and conditions that are set forth on the attached Addendum, attached hereto and incorporated by reference.
13. The Company agrees to be bound by the trust indenture dated October 2, 1959, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Company as provided in Sections 8 and 9 herein. These contributions shall be deeded to include the contributions required by the rehabilitation plan adopted by the Board of Trustees of the fund on April 15, 2010, and updated June 27, 2016.

III. PENSION CONTRIBUTION

Pension contribution
shall be:

**12.81% of all scale
wages earned as of 7/3/17
shall be paid as indicated in
Provision #14 of this
Agreement.**

(the reference shown to Provision #14 is a
scriveners error and should read Provision
#13)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	8	1 excerpt from 24 Local 1000 Master CBAs

3. PENSION

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 will contribute **17.99%** of each employee's scale wages, as defined in Article 2 of this agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund / AFM-EPF, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the 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 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	9	1 excerpt from 28 Local 47 Master CBAs

I. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall contribute 12.1% of Scale Wages, which includes all required additional contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musician employed. To view governing Fund documents and Rehabilitation Plan, including an explanation of how pension contribution payments affect future benefit amounts, visit <https://afm-epf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf>

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	10	1 excerpt from 4 Local 6 Church and Choral CBAs

PENSION Effective on September 7, 2019, the Employer will contribute 11.99% (110% of the total pre-Rehab Update contribution rate) of scale wages for each musician to the American Federation of Musicians and Employers Pension Fund (AFM-EPF), 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. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	11	1 excerpt from 26 Local 6 Master Agreements

- b. Pension Contributions: Employer agrees to pay an amount equal to **8.8%** of all wages paid to each musician to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	12	1 excerpt from 11 Local Broadcast CBAs

13. Producer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended from time to time providing for contributions to the AFM and Employer's Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the employer, an amount equal to 12.1% of wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of total contribution amount will not be considered when calculating future benefit payments to the fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agreement Type (multiple uses)	
4	1	13	1 excerpt from	61 Music Prep CBAs

AFM & EPF (pension) @ 8.72 % of gross, and MHBP (welfare) at \$43.00/day/copyist + 3% of wage (per CBA)
 All music preparation personnel/employees are covered under the American Federation of Musicians and Employer's Pension Fund ("AFM-EPF") and the Musicians Local 802 Health Benefits Plan ("HBP"). Accordingly, the employer agrees, when employing music preparation personnel, to be bound by and hereby accepts the terms and condition of: (1) the Agreement and Declaration of Trust, 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; and (2) the Agreement and Declaration of Trust, date April 22, 1954, establishing the HBP (and all plans, rules and policies thereunder) as amended or may be amended from time to time (collectively, the "Trust"). The employer specifically acknowledges said Trusts, the terms of which are incorporated by reference herein and made a part hereof.

Pension and health benefit contributions shall be made by checks or money orders, payable to the AFM-EPF and the HBP, respectively. Within thirty (30) days following every engagement where it employs music preparation personnel, the check or money orders, together with a completed copy of the attached remittance form (or a form containing the identical information), will be delivered to the Union, which will deliver them to the AFM-EPF and the HBP. 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 and/or the HBP (including without limitation, liquidated damages, attorneys fees and court costs).

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

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

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	14	1 excerpt from 8 Non Profit Special CBAs

5. The Gateway Men's Chorus agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF, and further agrees to adopt 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, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Gateway Men's Chorus an amount equal to 9.59% for live performances (media fee is considered live services) from June 24th, 2019 through June 23rd, 2022. Additionally, the employer agrees to contribute to the Fund an amount equal to 11.99% for broadcast or recording services from June 24th, 2019 through June 23rd, 2022, earned by said musicians. 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 each musician 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 total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

****This rate is inclusive of the initial 9% additional contribution amount required by the Fund's original 2010 Rehabilitation Plan**

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	15	1 excerpt from 28 Personal Service CBAs

4. PENSION

This is in compliance with the Pension Rehabilitation Plan*.

The Employer agrees to contribute an amount equivalent to 12.29% of each employee's wages as defined in Article 2 of this agreement (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 the 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 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	16	1 excerpt from 45 Public Service CBAs

. **Pension:** The Employer agrees to contribute an amount equivalent to 11.99% of each Employee's total gross contractual wages as set forth in Article 6 excluding cartage (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund ("Pension Fund"). All contributions to the

Pension Fund shall be made by check, payable to the "American Federation of Musicians and Employers' Pension Fund" or "AFM & EPF". 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 thirty (30) days after the end of an engagement 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 become party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959 as amended. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

C. The Employer acknowledges that when he/she performs as a leader, soloist or cooperative group member, he/she cannot make contributions to the AFM & EPF and/or Local 802 MHF on his/her behalf unless he/she is incorporated or has formed a Limited Liability Company or Partnership and that entity makes the contribution for his/her performance in its capacity as Employer. A valid certificate of incorporation or other such document acceptable to the AFM & EPF and/or Local 802 MHF must be submitted with this Agreement, if it has not been previously submitted.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	17	1 excerpt from 2 Reading Agreements

10. PENSION

A. The Employer shall contribute 11.99% of each musician/employee's wages as defined in Article 3 and Article 9 of this Agreement (which shall be considered to be scale wages) inclusive of all amounts required by the Fund's Rehabilitation Plan to the American Federation of Musicians and Employers' Pension Fund. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

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 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 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	18	1 excerpt from 7 Religious Service CBAs

5. The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF" or "Fund"). The employer adopts the AFM-EPF rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and as amended thereafter prior to the date of this Agreement, including all contribution schedules, which is incorporated here by reference.

"The Employer will contribute 6% of live scale wages, 12% recorded wages in 9E 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."

Specifically, the employer's contribution shall be:

- a. Effective November 1, 2011 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 6.00% for live services, and 12% for recorded services, of the gross wages of each musician (excluding any cartage payments and/or expense reimbursements) to the AFM-EPF. The Employer shall execute the necessary administrative reports, including the Participation Agreement required by the AFM-EPF, in order for the musicians to participate in the AFM-EPF.
- 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 each musician 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 total amount of the pension contribution.
- c. The check and remittance information shall be transmitted to Local 2-197, AFM, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type (multiple uses)
4	1	19	1 excerpt from 11 Visual Archival CBAs

Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer, an amount equal to 12.1% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of total contribution amount will not be considered when calculating future benefit payments to the fund.

Applicable scale will include the two hour minimum, pension fund and health and welfare payment with the exclusion of night premiums, sideline musicians and music preparation wage rates. The arranger/orchestrators would receive the same scale as leader and copyists would receive the same scale as a sidemusician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type
5	1	1	3 examples 736 Single Engagement Agreements

Example 1 – AFM LS-1 Single Engagement Form (2 pages)



CR # 6348641
dol
4/26/2019
6#7

American Federation of Musicians of the United States and Canada
CONTRACT
Form LS-1 (Only for local single engagements on and after June 1, 2010)
(Not for use in Canada)

This Agreement for a single engagement is entered into by and between Local 16-248, AFM ("Union") and **Rob Stoneback** ("Employer").

Engagement Date 3/15/2019 Place of/Description of Engagement Mayo PAC in Morristown, NJ

Local Signature [Signature] Print Name and Title Anthony Scully - president Date 3/27/19

Employer Signature [Signature] Print Name and Title Rob Stoneback, Contractor Date 3/11/2019

Optional: Employer hereby designates Rob Stoneback to make all pension contributions covered by this Agreement.



Compensation: Compensation is set forth on the remittance form below (pensionable compensation plus non-pensionable compensation) and shall be due in accordance with the Union bylaws, but no later than thirty (30) days after the engagement.

Pension: The Employer will contribute an additional 11.9 % (insert rate selected from Page 2) of each employee's pensionable compensation to the American Federation of Musicians and Employers' Pension Fund ("Fund"). Contributions will be made by check payable to "The American Federation of Musicians and Employers' Pension Fund" and will be sent to the Union along with a copy of this Agreement within thirty (30) days after the engagement.

Recording: No portion of the performance(s) may be recorded, reproduced or transmitted from the place of performance in any manner whatsoever, in the absence of a written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction or transmission.

Other Terms and Conditions: The parties may set forth any other terms and conditions of the engagement in a separate agreement (e.g., an American Federation of Musicians Form L-1 or L-2), but the terms of this Agreement will govern to the extent that there is any contradiction between this Agreement and such other agreement.

Musician's Name (Last, First, Middle Initial) For additional musicians use page 3 and/or attach additional pages showing all required information	Social Security Number	Pensionable Compensation	Non- Pensionable Compensation	Pension Contribution (Pensionable Compensation multiplied by pension rate shown above)
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(Names, SSNs and Amounts redacted)

	TOTAL:	2542	1198	298.78
--	---------------	-------------	-------------	---------------

This Agreement will be accepted by the Fund only if it is complete, contains all required signatures, uses a valid contribution rate and is paid in full.

10/16/2018

www.afm-epf.org

Form LS-1 - Rehab Revised 10/2018

Additional Provisions of the Agreement Governing Pension Contributions

- 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's designation of a third party designee (e.g., a payroll company) to make contributions on its behalf does not relieve the Employer of its obligation to make contributions under this Agreement.
- Contributions under this Agreement on behalf of any owner or part-owner of the Employer (or designates a third party to make such contributions) will be accepted by the Fund only if a valid certificate of incorporation (in the case of a corporation) or LLC Addendum (in the case of a limited liability company and available from the Fund Office) is attached to this Agreement.
- By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is an employee covered by the Agreement.
- If the Union is not party to the Fund's "Cash Receipts Procedures for Locals that Receive Pension Contributions Directly from Employers," all contributions to the Fund and the remittance form must be sent directly to the Fund at P. O. Box 2673, New York, NY 10117-0262.
- If the contribution rate on the first page of the Agreement is different from one of the acceptable rates shown below, it will be automatically adjusted to the acceptable contribution rate that is next lower and the balance of the contribution will be treated as a nonrefundable administrative fee.

Valid Pension Contribution rates, please indicate, by checking the appropriate box, the rate to be used for this LS-1:


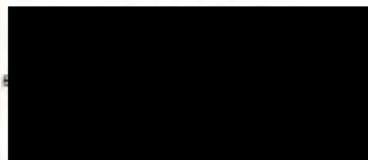
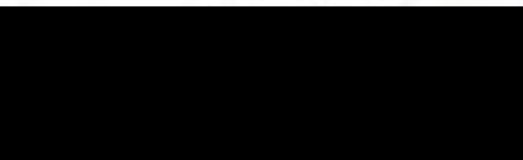
For engagements occurring:

8/1/2018 and later*	4/1/2011 to 7/31/2018**
<input type="checkbox"/> 4.80%	<input type="checkbox"/> 4.36%
<input type="checkbox"/> 5.40%	<input type="checkbox"/> 4.91%
<input type="checkbox"/> 6.00%	<input type="checkbox"/> 5.45%
<input type="checkbox"/> 6.59%	<input type="checkbox"/> 6.00%
<input type="checkbox"/> 7.19%	<input type="checkbox"/> 6.54%
<input type="checkbox"/> 7.79%	<input type="checkbox"/> 7.09%
<input type="checkbox"/> 8.39%	<input type="checkbox"/> 7.63%
<input type="checkbox"/> 8.99%	<input type="checkbox"/> 8.18%
<input type="checkbox"/> 9.59%	<input type="checkbox"/> 8.72%
<input type="checkbox"/> 10.19%	<input type="checkbox"/> 9.27%
<input type="checkbox"/> 10.79%	<input type="checkbox"/> 9.81%
<input type="checkbox"/> 11.39%	<input type="checkbox"/> 10.36%
<input checked="" type="checkbox"/> 11.99%	<input type="checkbox"/> 10.90%
<input type="checkbox"/> 12.59%	<input type="checkbox"/> 11.45%
<input type="checkbox"/> 13.19%	<input type="checkbox"/> 11.99%
<input type="checkbox"/> 13.79%	<input type="checkbox"/> 12.54%
<input type="checkbox"/> 14.39%	<input type="checkbox"/> 13.08%
<input type="checkbox"/> 14.99%	<input type="checkbox"/> 13.63%
<input type="checkbox"/> 15.59%	<input type="checkbox"/> 14.17%
<input type="checkbox"/> 16.19%	<input type="checkbox"/> 14.72%
<input type="checkbox"/> 16.79%	<input type="checkbox"/> 15.26%
<input type="checkbox"/> 17.39%	<input type="checkbox"/> 15.81%
<input type="checkbox"/> 17.99%	<input type="checkbox"/> 16.35%
<input type="checkbox"/> 18.58%	<input type="checkbox"/> 16.90%
<input type="checkbox"/> 19.18%	<input type="checkbox"/> 17.44%

*This rate is inclusive of the 10% increase in the rate of contribution required by the Fund's Rehabilitation Plan June 2018 Update. 9.09% of the contribution rate will not be considered when calculating future benefit payments.

**This rate is inclusive of the initial 9% additional contribution amount required by the Fund's original 2010 Rehabilitation Plan

Example 2 – New York Local 802 W contract Single Engagement Form (1 Page)

SINGLE ENGAGEMENT (CONCERT/OPERA/BALLET) COLLECTIVE BARGAINING AGREEMENT							
CONTRACT NO. -		Associated Musicians of Greater New York					
W03544		Local 802, A.F. of M. • 322 West 48th St., New York, NY 10039		(212) 245-4802			
ENGAGEMENT INFORMATION - PLEASE PRINT CLEARLY							
CONTRACTOR ENG. NO.	CONTRACTOR NAME	EMPLOYER NAME	ORCHESTRA OR GROUP NAME				
802 95	U.S. CORP.	THEATRE DISTRICT	FALL				
CONTRACTOR ADDRESS		EMPLOYER ADDRESS		EMPLOYER'S 8 OR 500 SEC. #			
15 SPRING HILL DRIVE		2 RIVERSIDE DR. #20					
CITY/STATE/ZIP	CONTRACTOR PHONE NO.	CITY/STATE/ZIP	EMPLOYER PHONE NO.	LEAD NO. (UNION USE)			
	NYC-10123-2424		212-595-7122				
SCHEDULE (CHECK ONE)							
<input checked="" type="checkbox"/> 1 NYC <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Quasi <input type="checkbox"/> 4 1/2 hr <input type="checkbox"/> 5 1/2 hr <input type="checkbox"/> 6 1/2 hr <input type="checkbox"/> 8 Out of Town							
FOR UNION USE ONLY							
<input type="checkbox"/> 30 <input type="checkbox"/> 31 <input type="checkbox"/> 32 <input type="checkbox"/> 33							
DATE (MO/Y)	LOCATION OF SERVICES (CITY/STATE IF OUT OF TOWN)		NO. OF PERFORMERS	HOURS OF REHEARSAL	START TIME	MILEAGE PER MILE	NO. OF MILES
9-23-17	JOHN TAF PELLER - NYC		3	3.5	8:00 PM	-	45
<p>1. The undersigned Employer agrees, when employing musicians, to the working conditions, wages, and health and pension benefit contributions, as provided for in the attached document.</p> <p>2. Employer shall deduct from the wages of each Employee work dues (three percent (3%) of his/her gross scale compensation) and shall remit same to Local 802 ("Union") within twenty (20) business days after the engagement for which such payments are due, provided that such deductions shall be authorized by the Employee in writing on a form provided by and filed with the Union. Performance contracts, and all health and pension contributions shall be remitted to the Union at the same time.</p> <p>3. All payments to musicians must be paid no later than twelve (12) business days after the performance(s). Upon request by the Union, the Employer shall either make advance payment or post an appropriate bond.</p> <p>4. No part of the engagement shall be recorded, reproduced or transmitted from the place of service, in any manner or by any means, whatsoever, in the absence of a specific written Agreement with the Union or the American Federation of Musicians (the "AFM") relating to and permitting such recording, reproduction or transmission.</p> <p>5. To the extent permitted by applicable law, the Constitution, Bylaws, Rules, and Regulations of the AFM and the Union will be adhered to and the parties acknowledge that they are, and have the obligation to be, fully acquainted therewith.</p> <p>6. Any musicians on the engagement are free to cease service hereunder by reason of any strike, ban, unfair list, order or requirement of the Union or the AFM and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this Agreement notwithstanding, to the extent permitted by applicable law.</p> <p>7. Representatives of the AFM local in whose jurisdiction the musicians shall perform hereunder shall have access to the place of performance (except a private residence) for the purpose of conferring with the musicians.</p> <p>8. All Employees covered by this Agreement must be members in good standing of the Union. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act of 1947, all Employees who are members of the Union when their employment commences hereunder shall continue in such employment only as long as they continue such membership in good standing. All other Employees covered by this Agreement, on or before the thirtieth day following the commencement of their employment, or on the effective date of this Agreement, whichever is later, shall become and continue to be members in good standing of the Union. The foregoing shall be effective only as permitted by applicable law.</p> <p>9. All disputes, differences or controversies which may arise between the parties to this Agreement shall first be discussed by the Employer and the musician(s) employee(s) and/or a representative of the Union. Should the grievance not be settled, the dispute shall be reduced to writing and submitted to the Union's Executive Board. If the parties still fail to resolve the dispute, it may be submitted by either party to the American Arbitration Association (the "AAA") under the AAA's rules of Voluntary Labor Arbitration, with the costs to be shared equally by the parties. The decision of the arbitrator shall be final and binding.</p> <p>10. All musician employees are covered under the American Federation of Musicians and Employees' Pension Fund ("AFM-EPF") and the Musicians Local 802 Health Benefits Plan ("HBP"). Accordingly, the Employer agrees, when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 1958, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time; and (2) the Agreement and Declaration of Trust, dated April 22, 1994, establishing the HBP (and all plans, rules and policies thereunder) as amended or may be amended from time to time (collectively, the "Trusts"). The Employer specifically acknowledges said Trusts, the terms of which are incorporated by reference herein and made a part hereof.</p> <p>Pension and health benefit contributions shall be made by checks or money orders, payable to the AFM-EPF and the HBP, respectively. Within twenty (20) business days following every engagement where it employs musicians, the checks or money orders, together with a completed copy of the attached remittance form (or a form containing the identical information), will be delivered to the Union, which will deliver them to the AFM-EPF and the HBP. 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 and/or the HBP (including, without limitation, liquidated damages, attorney's fees and court costs).</p> <p>The Employer also agrees to provide all information which the AFM-EPF and HBP may require and to permit the AFM-EPF and/or HBP to conduct (at their own expense) an audit of its payroll and wage records to determine the accuracy of contributions made.</p> <p>THE TRUST AGREEMENTS ARE AVAILABLE AT THE FUNDS' OFFICES UPON WRITTEN REQUEST FROM THE EMPLOYER.</p> <p>The Employer acknowledges that when he/she performs as a leader, soloist or cooperative group member, he/she cannot make contributions to the AFM-EPF or HBP on his/her behalf unless he/she is incorporated and the corporation makes the contributions for his/her performance in its capacity as Employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF and/or HBP must be submitted with this Agreement, if it has not been previously submitted.</p> <p>This statement is accurate in all respects, has been executed by an authorized representative of the Employer, and shall remain in effect unless and until revoked in writing by the undersigned and such revocation has been received by the Union, the AFM-EPF and the HBP.</p>							
FOR THE UNION:				FOR THE EMPLOYER:			
							

Example 3 – New York Local 802 G Contract Single Engagement Form (2 pages)

CONTRACT NO. (for office use only)		SINGLE ENGAGEMENT COLLECTIVE BARGAINING AGREEMENT		LOCAL 802 AFM	
G		Associated Musicians of Greater New York Local 802, A.F. of M. - 322 West 48th St., New York, NY 10036 (212) 245-4802			
ENGAGEMENT DATE	LEADER/EMPLOYER NAME	CARD NO.	LEADER SSN OR EMP. ID		
7/5/19	Terwilliker, LTD		80-0783367		
LEADER/EMPLOYER ADDRESS		CITY/STATE/ZIP	PHONE		
12953 Publishers, Dr, Suite 200		Fishers, IN 46038	317-577-4150		
NAME OF BAND/GROUP		PLACE OF ENGAGEMENT (ROOM)			
Michael Feinstein		Great Lakes Center For The Arts; Petoskey, MI			
LOCATION (CHECK ONE)		TYPE OF ENGAGEMENT	NO. OF MUS.	TIME	HOURS
1. <input type="checkbox"/> NYC	4. <input type="checkbox"/> SX	Concert	3	From: 8:00	2
2. <input type="checkbox"/> BKLYN	5. <input type="checkbox"/> S.I.				
3. <input type="checkbox"/> QNS.	6. <input type="checkbox"/> NAS / SUF.				
		REHEARSAL (CHECK ONE)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	To: 10:00	PRE-HEAT

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

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

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

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

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

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

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

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

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

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

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

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

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

This statement is accurate in all respects, has been executed by an authorized representative of the employer, and shall remain in effect.

[Redacted Signature]

CONTRACT NO. (for office use only) **SINGLE ENGAGEMENT COLLECTIVE BARGAINING AGREEMENT** **LOCAL 802 AFM**

Associated Musicians of Greater New York


RECEIVED AUG 30 2019

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07


Group #	PDF #	Item #	Agreement Type
6	1	1	2 examples 632 Participation Agreements

Example 1 – AFMEPF version of Participation Agreement (2 pages)

Emp # 011238



**American Federation
of Musicians &
Employers' Pension Fund**



A958139

09/13

P. O. Box 2673
New York, NY 10117-0262
(212) 284-1200
Fax (212) 284-1300

**American Federation of Musicians and Employers' Pension Fund
Participation Agreement**

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 (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:

From Date	To Date	Contribution Rate (Inclusive of all amounts required by the Fund's Rehabilitation Plan)
09/01/2017	08/31/2022	15.40 %
_____	_____	____ %
_____	_____	____ %
_____	_____	____ %

1. Who is Covered by this Agreement (Please check only one.)

☐ If the Employer is party to a collective bargaining agreement ("Collective Bargaining Agreement") with the American Federation of Musicians ("AFM") or a local union of the AFM, this Agreement covers every employee for whom the Collective Bargaining Agreement requires contributions.

☒ If the Employer is not a party to a Collective Bargaining Agreement, this Agreement covers every person who is employed by the Employer and for whom the AFM or the local union of the AFM signing below (the "Local Union") is the collective bargaining representative.

By making contributions on behalf of an individual, the employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination.

2. What Constitutes "Scale Wages." For the purpose of determining the amount that the Employer is required to contribute to the Fund under this Agreement, the term "scale wages" shall include (please check only one):

☒ All wages for musical services described in the following sections or pages of the Collective Bargaining Agreement or Local Scale Book: Local 9-535 Wage Scales

OR

☐ All compensation for musical services reported to the IRS on Form W-2 **except** the following (check all exceptions):

<input type="checkbox"/> Doubling	<input type="checkbox"/> Rehearsal pay	<input type="checkbox"/> Overtime	<input type="checkbox"/> Vacation
<input type="checkbox"/> Principal pay	<input type="checkbox"/> New use payments	<input type="checkbox"/> Leader Pay	<input type="checkbox"/> Cartage compensation
<input type="checkbox"/> Travel time	<input type="checkbox"/> Seniority pay	<input type="checkbox"/> Contractor pay	<input type="checkbox"/> Wages earned under
<input type="checkbox"/> Reuse payments	<input type="checkbox"/> Disability pay	<input type="checkbox"/> Music preparation pay	personal service contracts
	<input type="checkbox"/> Sick leave pay	<input type="checkbox"/> Premium Pay	

☐ Other (please specify) _____

The term "scale wages" shall not include (i) payments made after or in connection with the Participant's termination of employment except for payments that are specifically identified as pensionable wages under a Collective Bargaining Agreement, or except as required by law; or (ii) payments or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (including promotional expenses, recording expenses, cartage expenses or mileage expenses, recording budgets, or similar expense accounts or payments).

RECEIVED

OCT 19 2018

AFM & EP FUND
SIGNATORY AGREEMENTS

RECEIVED

OCT 19 2018

AFM & EP FUND
ACCOUNTING

3. When Contributions Shall Be Paid. 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 calendar month following the month in which those services were rendered.

4. How Contributions Shall Be Remitted. 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 transmitted to the Local Union for forwarding to the Fund if the Local Union is then party to the Fund's "Pension Contributions Transmittal Agreement." If the Local Union is not then party to the Pension Contributions Transmittal Agreement, all checks shall be sent directly to AFM-EPF, P. O. Box 2673, New York, NY 10117-0262.

5. Special Provision for Payroll Companies. The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf if the Fund is furnished with a written acknowledgment by the Employer that the payroll company or other third party is authorized to act as the Employer's agent in making contributions to the Fund. Such authorization shall remain in effect until the Fund receives a written notice of revocation from the Employer. The Employer expressly agrees, however, that the authorization of a payroll company or other third party to remit contributions on its behalf does not relieve the Employer of any obligation under this Agreement.

6. Business Structure. Please check only one box:

- ☒ **Corporation or Limited Liability Company (LLC)** - If contributions are made on behalf of any owner or part-owner of the Employer, a valid certificate of incorporation (in the case of a corporation) or LLC Addendum (in the case of a limited liability company and available from the Fund Office upon request or on the Fund's website at www.afm-epf.org) must be submitted with this Agreement in order for the Fund to accept these contributions.
- ☐ **Sole Proprietor, Partnership, LLP or PA** - No contributions will be made on behalf of any owners or part-owners of the Employer.

7. Term of Agreement. This Agreement shall remain in effect as long as required under federal labor law if there is a Collective Bargaining Agreement. If there is no Collective Bargaining Agreement, this Agreement shall remain in effect, notwithstanding any other provision of federal labor law (check one):

☐ From _____ through _____
[date] [date]

☒ For five years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation signed by both the Employer and the Union.

8. Validity of Agreement. This Agreement is accurate in all respects and has been executed by duly authorized representatives of the Employer and the Union.

The Employer (Corporate Name):

Church of the Advent

(Type or print)

Address: 33 Brimmer St.

Boston, MA 02108

The Union:

Boston Musicians' Association

(Type or print)

Address: 73 Hemenway St, Suite D

Boston, MA 02115

Title: 

Date: 10/13/18

Date: 10-09-18

Please send a completed copy of this agreement to the Fund Office at P.O. Box 2673, New York, NY 10117-0262. For all valid agreements and employers, the Fund will send a letter acknowledging acceptance of this agreement to the addresses shown above. A list of the Fund's agreement content and employer collections/payment history requirements titled "Requirements for Approving Collective Bargaining Agreements/Employers" is available at www.afm-epf.org.

Example 2 – Los Angeles Local 47 version of Participation Agreement

rec'd 6/6/18 - email - diane lauerman, 4 - blt.



PARTICIPATION AGREEMENT

American Federation of Musicians and Employers' Pension Fund
One Penn Plaza - Suite 3115
New York, NY 10119-3115
(800) 833-8065

The undersigned employer ("The Employer") employs musicians within the jurisdiction of Local Union No. 47 (the "Local") of the American Federation of Musicians, AFL-CIO-CLC ("AFM"). These musicians are employees covered under the American Federation of Musicians and Employers' Pension Fund ("AFM-EPPF"). Accordingly, the Employer agrees, when employing musicians, to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, first dated October 2, 1959, establishing the AFM-EPPF (and all plans, rules and policies hereunder), 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. **NOTE:** The "Trust Agreement" is available from the AFM-EPPF's office upon request from the Employer. 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.

The Employer agrees to remit contributions for every engagement where it employs musicians at the rate of 11% of Scale Wages as defined and set forth in the Local's book of *WAGE SCALES and RULES & REGULATIONS covering LIVE ENGAGEMENTS*, which includes the terms of the Pension Rehabilitation Plan, unless an applicable collective bargaining agreement with the Local or the AFM provides for a different rate, in which case that rate will apply. All contributions shall be made by check or money order, payable to the AFM-EPPF. Within 30 days following every engagement where it employs covered musicians, the Employer shall remit the appropriate contributions - together with a completed copy of the attached remittance form (or form containing the identical information) - by either hand-delivering the same to the Local Union, which will deliver it to the AFM-EPPF, or by mailing the same directly to the American Federation of Musicians and Employers' Pension Fund, One Penn Plaza, Ste 3115, New York NY 10119-3115. 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-EPPF (including, without limitation, liquidated damages, attorneys' fees and court costs).

The Employer may authorize a payroll company or other third party to remit contributions to the AFM-EPPF on its behalf provided that the Fund is furnished with a written acknowledgement by the Employer that the payroll company or other third party is authorized to act as the Employer's agent in making contributions to the AFM-EPPF. Such authorization shall remain in effect until the AFM-EPPF receives a written notice of revocation from the Employer. The Employer expressly agrees, however, that the authorization of a payroll company or other third party to remit contributions on its behalf does not relieve the Employer of any obligation under this Agreement or the Plan Document.

By signing this agreement the Employer - if an individual - acknowledges that when she performs as a band leader, soloist or cooperative group member, she cannot make a contribution to the AFM-EPPF on his/her own behalf unless she is incorporated and the corporation makes the contribution for his/her performance in its capacity as his/her employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPPF as evidence of such incorporation must be submitted with this Participation Agreement.

This Assent and Ratification is authentic in all respects, has been executed by an authorized representative of the Employer:

Term of Agreement: This Agreement shall remain in effect as long as required under federal labor law if there is a Collective Bargaining Agreement. If there is no Collective Bargaining Agreement, this Agreement shall remain in effect, notwithstanding any other provision of federal labor law (check one).

☐ From _____ through _____
(date) (date)

☒ For four years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation signed by both the Employer and the Union.



For the Employer: (Incorporated? ☐ Yes ☒ No)

By: _____ 7/9/2018

Signature of Authorized Officer/Agent Date

Kristof Van Gysperre - Artistic Director

Print Name & Title of Signer

Angels Vocal Art

Print Employer's Business Name/Band or Group Name

3740 East Sierra Madre Blvd

Street Address

Pasadena CA 91107

City State Zip Code

(626) 636-1135

Telephone Number

Angels Vocal Art

Name of Payroll Company

(626) 636-1135

Telephone Number of Payroll Company

Accepted by the AFM-EPPF:

Fund Administrator

Date

Standard 1

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07			
Group #	PDF #	Item #	Agreement Type
7	1	1	2 examples 141 Non-Collectively Bargained Participation Agreements

Example 1 – AFMEPF version of Participation Agreement (2 pages)

LOCAL 10-208 CHICAGO FEDERATION OF MUSICIANS - 005434
 rec'd 12/26/18 - email - bj levy at local - blt. Form U 8/18



American Federation
of Musicians &
Employers' Pension Fund

P.O. Box 2673
New York, NY 10117-0262
(212) 284-1200
Fax (212) 284-1300
www.afm-epf.org

**Agreement for Employees of the American Federation of Musicians or its Local Union to
participate in the
American Federation of Musicians and Employers' Pension Fund**

Effective 1/1/2019, the union employer ("Employer") signing this agreement ("Agreement") shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each of its employees in an amount equal to 15.59 % of the wages paid by the Employer, which is all-inclusive of amounts required by the Fund's Rehabilitation Plan and the 2018 Rehabilitation Plan Update. The contribution rate increase required by the 2018 Rehabilitation Plan Update (9.09% of the all-inclusive rate) will not be considered when calculating future pension benefit payments from the Fund. The following terms and conditions will apply:

1. The Agreement and Declaration of Trust.

The Employer agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, as amended and restated effective as of April 1, 2005, and as it may be further amended from time to time, which is hereby incorporated by reference into this Agreement.

2. Who is Covered by This Agreement.

This Agreement covers every employee of the Employer beginning on date of hire.

3. What Constitutes "Scale Wages".

The term "scale wages" for all purposes under the Plan Documents shall mean the total gross compensation for each of the Employer's employees, but excluding reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, and severance payments, and including elective contributions to a 401(k) plan and to a "cafeteria plan" under section 125 of the Internal Revenue Code.

4. When Contributions Shall Be Paid (choose one).

☐ Each contribution shall be paid no later than the end of the calendar month following the month in which those services were rendered

Or

☒ 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 calendar month following the month in which those services were rendered.

5. How Contributions Shall be Remitted.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and shall be sent directly to AFM-EPF, P.O. Box 2673, New York, NY 10117-0262.

6. Other Information the Employer Must Provide.

Each check for contributions payable to the Fund shall be accompanied by the appropriate remittance form specifying, for each employee for whom pension contributions are payable, the employee's name and social security number, the date(s) of the services for which pension contributions are being paid, the amount of wages on which pension contributions are being paid, the percentage rate of contributions and dollar amount of pension contributions paid.

7. Audits.

The Employer agrees to permit representatives of the Fund to conduct periodic audits of its accounting books and records and related supporting documentation and such other records as the Fund determines to be necessary to perform a complete audit to determine the accuracy and timeliness of the contributions made.

8. Additional Amounts Due for Delinquent Contributions.

In the event that the Employer fails to pay amounts owed to the Fund on or before the date that those amounts are due under paragraph 4, the Employer shall pay such interest, liquidated damages, audit fees and other collection costs (including, without limitation, court costs and attorneys' fees) as may be provided by the Plan Documents or applicable law.

9. Determination of Who is an Employee.

By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination. If it is subsequently determined that the Employer has made contributions to the Fund on behalf of an individual who was not an employee of the Employer, that individual may not be eligible to receive any benefits from the Fund based upon such contributions.

10. Validity of Agreement.

This Agreement is accurate in all respects, has been executed by a duly authorized representative of the Employer, and shall remain in effect for a period of five years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation from the Employer.

EMPLOYER

Chicago Federation of Musicians

Employer's Name

By: (Signature)

Bradley J. Lay, Secretary - Treasurer

Print Signer's Name and Title

456 W Randolph, Ste 2W

Address

Chicago, IL 60661

Address

Please send a completed copy of this agreement to the Fund Office at Agreements@afmepf.org or P.O. Box 2673, New York, NY 10117-0262. A list of the Fund's agreement content and employer collections/payment history requirements titled "Requirements for Approving Collective Bargaining Agreements/Employers" is available at www.afm-cpf.org.

For all valid agreements, the Fund will send a letter acknowledging acceptance of this agreement to the address shown above.

LOCAL 10-208 CHICAGO FEDERATION OF MUSICIANS - 005434



American Federation
of Musicians &
Employers' Pension Fund

P.O. Box 2873
New York, NY 10113-0282
(212) 264-1200
Fax (212) 264-1300
www.afm-apt.org

014419

**Participation Agreement for Employees of the Music Performance Service Corporation
To Participate in
The American Federation of Musicians and Employers' Pension Fund**

This Participation Agreement is effective June 1, 2014, and supersedes the agreement previously in effect between the Music Performance Service Corporation (the "Employer") and the American Federation of Musicians and Employers' Pension Fund (the "Fund").

1. Contribution Rate

The Employer will contribute to the Fund as follows:

- 8.72%, inclusive of all amounts required by the Fund's Rehabilitation Plan of the wages earned from the Employer, effective June 1, 2010.

2. The Agreement and Declaration of Trust

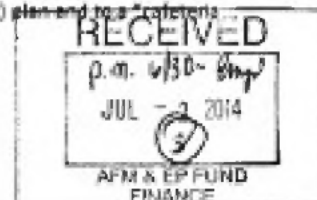
The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund, as amended and restated effective as of April 1, 2005, and as it may be further amended from time to time, the American Federation of Musicians and Employers' Pension Fund, as amended and restated effective as of January 1, 2002, and as it may be further amended from time to time, and all rules, procedures and policies promulgated pursuant thereto by the Board of Trustees or its duly authorized committees or other representatives (such Agreement and Declaration of Trust, Plan document, and rules and policies being collectively referred to hereafter as the "Plan Documents"). The Plan Documents are hereby expressly incorporated by reference into this Agreement in their entirety.

3. Who is Covered by this Agreement

This agreement covers every employee of the Employer.

4. What Constitutes "Wages"

For the purpose of determining the amount that the Employer is required to contribute to the Fund for each employee covered under this Agreement, the term "wages" shall mean all amounts received for personal services rendered in the course of employment that are includable in gross, but excluding reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, and severance payments, and including elective contributions to a 401(k) plan and to a "cafeteria plan" under section 125 of the Internal Revenue Code.





5. When Contributions Shall Be Paid

Each contribution shall be paid to the Fund no later than the end of the calendar month following the month in which those services were rendered.

6. How Contributions Will Be Remitted

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and shall be sent directly to the Fund at the following address: P.O. Box 2673, New York, NY 10117-0262.

7. Other Information the Employer Must Provide

Each check for contributions payable to the Fund shall be accompanied by a remittance form satisfactory to the Fund specifying, for each employee for whom the pension contributions are payable, the employee's name and Social Security number, the date(s) of the services for which pension contributions are being paid, the amount of wages on which pension contributions are being paid, the percentage rate of the contributions and the dollar amount of pension contributions paid and any other information required by the Fund.

8. Audits

The Employer agrees to permit representatives of the Fund to conduct periodic audits of its payroll, wage and accounting books and records and related supporting documentation and such other records as the Fund determines, at its sole and absolute discretion, to be necessary to perform a complete audit to determine the accuracy and timeliness of the contributions made.

9. Additional Amounts Due for Delinquent Contributions

In the event that the Employer fails to pay amounts owed to the Fund on or before the date that those amounts are due under paragraph 4, the Employer shall pay such interest, liquidated damages, audit fees and other collections costs (including without limitation, court cost and attorneys' fees) as may be provided by the Plan Documents or applicable law.

10. Determination of Who Is an Employee

The Employer hereby warrants that it will make contributions to the Fund only on behalf of individuals whom it has determined are employees. The Employer acknowledges that if it is subsequently determined that the Employer has made contributions to the Fund on behalf of an individual who was not an employee of the Employer, that individual may not be eligible to receive any benefits from the Fund based upon such contributions.



11. Validity of Agreement

This Agreement is accurate in all respects, has been executed by a duly authorized representative of the Employer.

12. Term of Agreement

This Agreement shall be in effect June 1, 2014 to May 31, 2019.

13. Entire Agreement

This Agreement contains the entire agreement between the Employer and the Fund, and it supersedes and controls any and all prior communications, correspondence, memorialization of agreement, or prior agreement between the Employer and the Fund (or their representatives) relative to the matters contained herein.

14. Modification

This Agreement may be modified only by written agreement.

Signed by the Employer

Musicians Performance Center Corporation



Accepted by the American Federation of Musicians and Employers' Pension Fund

By: _____

