79801001	CHICAGO MASTER SINGERS DIVINE WORD CHAPEL CBA

#### 2, Pension:

THE EMPLOYER shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND an amount equal to eleven percent (11%) of the Employer's gross payroll for all employees covered by this Agreement. Such payment shall be forwarded 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 employees on whose behalf contributions are baid, including the employee'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 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 ware an original party thereto.

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

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967 which said Amended Pension Plan is attached hereto and made 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 the incorporation herein as if a part hereof.

Note: In accordance with the AFM-EP Fund rehabilitation plan, the pension rate of 11.99% was adopted on April 4, 2011. This rate will be discontinued immediately and will revert back to 11% for the remainder of the term of the contract when the AFM-EP Fund repeals their rehabilitation plan.

715999002 CHICAGO MASTER SINGERS DIVINE WORD CHAPEL CBA REHAB 2

#### 2. Pension:

THE EMPLOYER shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND an amount equal to thirteen and one hundred and eighty-nine thousandths percent (13.189%), inclusive of all amounts required by the Fund's Rehabilitation Plans, of the Employer's gross payroll for all employees covered by this Agreement. The Fund will not consider 9.09% of the contribution payment when calculating future benefits. Such payment shall be forwarded 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 employees on whose behalf contributions are paid, including the employee'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 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 Board of Trustees pursuant to the Powers granted them by the Trust Agreement. 79357001 CHICAGO SHAKESPEARE THEATER CBA

#### FIFTEEN: PENSION

THE EMPLOYER will contribute to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND (the "Fund") in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. THE EMPLOYER shall pay to the Fund an amount equal to Eleven and ninety-nine hundredths percent (11.99%) of the Employer's gross weekly payroll for all employees covered by this Agreement. Such payment shall be3 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 employees on whose behalf contributions are paid, including the employee'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 the terms and conditions of the Trust Agreement creating the <u>AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND</u>, 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 to be taken by the 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 PLAN, as amended by resolution dated December 3, 1964 and April 3, 1967, which said 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 the incorporation herein as if a part hereof.

(Pension is calculated on GROSS WAGES)

958327002

CHICAGO SINFONIETTA ORCHESTRA CBA REHAB 2

6.7.2.1 <u>Pension</u>: The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund for the period from September 1, 2018 through February 28, 2019 an amount equal to 11.99% of the gross weekly pay of each Musician which includes 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. Beginning March 1, 2019 and for the duration of this Agreement, the Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund an amount equal to 13.189% which includes the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on August 1, 2018 (the "2018 Rehabilitation Plan"). 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 henefits according to the American Federation of Musiciaus' 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.

6.7.3 The Employer shall be obligated to pay the Musicians for all cancelled services unless the Musicians are notified in writing sixty (60) days in advance of such cancelled services except as provided for in Section 9.7 and Section 5.2.

6.7.4 The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the Chicago Paid Sick Leave Ordinance, Chapter 1-24 of the Municipal Code of Chicago and the Cook County Earned Sick Leave Ordinance No. 16-4229; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted within the jurisdiction of this Agreement. It is understood that the Union and the Employee agreed to memorialize any permitted waiver for any newly-enacted law governing such benefits by letter agreement.

720153002	CHICAGO THEATRE GROUP IN ALBERT THEATRE OF THE GOODMAN
	THEATRE COMPLEX CBA REHAB 2

### ELEVENTH: Pension

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND in accordance with the contribution schedule of the Rehabilitation Plans adopted by the Board of Trustees of the Fund, which are incorporated herein.

THE EMPLOYER shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND an amount equal to 15.587% (fifteen and five hundred eighty-seven thousandths) of the Employer's gross weekly payroll for all employees covered by this Agreement (including rehearsal and vacation pay) inclusive of all amounts required by the Fund's Rehabilitation Plans. The Fund will not consider 9.09% of the contribution payment when calculating future benefits. 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. 953197002 CHILDRENS ORCHESTRA SOCIETY CBA REHAB 2

# ARTICLE 5 - PENSION BENEFITS

- A. The Employer agrees to contribute an amount equivalent to 8% of each teaching artist's W-2 wages to the AFM-EP.
- B. All contributions to the Fund shall be made by check payable to the AFM-EP. All such checks shall be accompanied by a remittance form supplied by the Union, identifying each employee for whom a contribution is made, the teaching artist's name, social security number, the period covered, and the wages on which pension contributions are paid. The

check(s) and remittance information shall be transmitted to Local 802 for forwarding to the Fund within thirty-one (31) 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.

58158002	CINCINNATI CHAMBER ORCHESTRA CBA REHAB 2 PART 2
19.6 – Pensi	n
Employer Pe of the Union	rees to make pension contributions to the American Federation of Musicians and asion Fund ("AFM-EPF"), on behalf of musicians it employs within the jurisdiction in the amounts set forth below on all base wages, overtime pay, rehearsal pay, miums and any additional premiums (collectively, "Scale Wages"), carned under and
and Declarat Pension Fun	rees to be bound by and hereby accepts the terms and conditions of the Agreement ion of Trust Establishing the American Federation of Musicians and Employers' d, dated October 2, 1959, as it may be amended from time to time and all plans and updates, rules and policies thereunder (collectively, the "AFM-EPF
reference and Agreement v that the AFN	soffically acknowledges the terms of the AFM-EPF Trust, which are incorporated by i made a part hereof and agrees, when employing musician covered by this within the jurisdiction of the Union, to provide reasonable access to all information -EPF may require, and to permit the AFM-EPF to conduct an audit of the CCO's wage records to verify the accuracy of the contributions made.
Contribution	s shall be made in the following amounts: (i) From January 1, 2018 through January

The Union shall give written notice to the CCO of all notices, amendments, updates, rules, policies, rehabilitation plan updates, and any other instructions or directives issued by the AFM-EPF, within 30 days of issuance by AFM-EPF.

953576001 CINCINNATI SYMPHONY ORCHESTRA CBA

II. American Federation of Musicians and Employers' Pension Fund Beginning September 5, 1994, the Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of each full contract Musician on a quarterly basis three and one-half percent (3½%) of the total minimum weekly compensation provided under Article VI "Compensation-Wage Scale" of this Master Contract with Section F "Electronic Media Guarantee" excluded. Beginning September 8, 1997, the contribution shall be increased to four percent (4%) of the total minimum weekly compensation. Beginning September 7, 1998, the contribution shall be increased to five percent (5%) of the minimum weekly compensation, and beginning September 4, 2000, the contribution shall be increased to six percent (6%) of the minimum weekly compensation.

The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as heretofore or hereafter amended.

The Employer shall make such payments to such place as the Trustees of the Funds may designate and shall submit reports in such form as the Trustees may reasonably require, and the CSO shall be subject to such reasonable audit by the Trustees as the Trustees may require.

The Federation and said Trustees, or either of them, may enforce any provision of this paragraph. 953576002 CINCINNATI SYMPHONY ORCHESTRA CBA REHAB 2

II. American Federation of Musicians and Employers' Pension Fund Beginning September 5, 1994, the Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of each full contract Musician on a quarterly basis three and one-half percent (3½%) of the total minimum weekly compensation provided under Article VI "Compensation-Wage Scale" of this Master Contract with Section F "Electronic Media Guarantee" excluded. Beginning September 8, 1997, the contribution shall be increased to four percent (4%) of the total minimum weekly compensation. Beginning September 7, 1998, the contribution shall be increased to five percent (5%) of the minimum weekly compensation, and beginning September 4, 2000, the contribution shall be increased to six percent (6%) of the minimum weekly compensation.

The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as heretofore or hereafter amended.

The Employer shall make such payments to such place as the Trustees of the Funds may designate and shall submit reports in such form as the Trustees may reasonably require, and the CSO shall be subject to such reasonable audit by the Trustees as the Trustees may require.

The Federation and said Trustees, or either of them, may enforce any provision of this paragraph. 958369002

CIRCUS CIRCUS HOTEL AND CASINOS CBA REHAB 2

## **ARTICLE 23. PENSION CONTRIBUTION**

Section 23.01. Agreement and Declaration of Trust. The Employer agrees to be bound by the Agreement and Declaration of Trust dated October 2, 1995, as amended, establishing the American Federation of Musicians and Employers Pension Fund (herein sometimes referred to as "the Trust Fund") and to execute the Standard Form of Agreement for participation in the said Trust Fund, a copy of which is attached hereto and by this reference made a part hereof.

The Employer's agreement to be bound by the Trust Indenture and Participation Agreement is based upon the Union's representation that said Trust Fund is now and will continue to be an exempt entity under the provisions of the Internal Revenue Code.

The Employer does not guarantee the payment of any benefits provided for under said Trust Fund nor the solvency or actuarial soundness of such fund. The Employer's sole obligation shall be to make the contributions, at the time and in the manner prescribed in Section 24.02 of this Article 24.

Section 23.02. Rate of Contributions. The Employer agrees to pay each month to the American Federation of Musicians and Employers Pension Fund as pension contributions on behalf of its employees the sum of eight and one-half percent (8.5%) of all wages earned at scale.

959284002 CITY OF OCEAN CITY CBA REHAB 2

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

710369002

CITY SPRINGS THEATRE COMPANY CBA REHAB 2

or bener.

# 6. American Federation of Musicians and Employers Pension Fund (AFM-EPF)

- A. Effective upon the ratification of this Agreement, Theatre agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 148-462, at the percentage set forth in Schedule A. Accordingly, Theatre 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 thereunder), as amended, or as may be amended from time to time (the "Trust", collectively).
- B. The Theatre 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.
- C. Theatre will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. Theatre shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
- D. Any audit of Theatre's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this section.

72904001	CIVIC LIGHT OPERA ASSOCIATION CBA	
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#### ARTICLE 6; PENSION

A. CLO agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of Musicians If employs within the Jurisdiction of Local 60-471, AFM. The Pension contributions will be at the rates set forth in Schedule A, attached to this agreement, and incorporated by this reference. Contributions will be based on the wages set forth in Schedule A including doubling, Concertmaster, First Trumpet and Librarian premiums, on stage appearance, premiums and overline. Cartage is not included.

CLO specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof, and agrees, when employing Musicians covered by this agreement within the Jurisdiction of AFM Local 60-471, to provide reasonable access to all information that the AFM-EPF may require and to permit the AFM-EPF to conduct an audit of CLO's payroll and wage records (at the expense of the AFM-EPF) to verify the accuracy of the contributions made.

B The CLO shall submit pension payments, along with AFM-EPF approved remittance forms, to the AFM Local 60-471. The money so contributed shall be mailed to the Union's Secretary-Treasurer in such a manner so as to be received as soon as possible after the engagement but not later than the fifteenth (15<sup>th</sup>) day of the calendar month following the month in which the deductions are made. 72904002 CIVIC LIGHT OPERA ASSOCIATION CBA REHAB 2

## ARTICLE 6: PENSION

A. CLO agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of Musicians if employs within the Jurisdiction of Local 60-471, AFM. The Pension contributions will be at the rates set forth in Schedule A, attached to this agreement, and incorporated by this reference. Contributions will be based on the wages set forth in Schedule A including doubling, Concertmaster, First Trumpet and Librarian premiums, on stage appearance, premiums and overtime. Cartage is not included.

CLO specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof, and agrees, when employing Musicians covered by this agreement within the Jurisdiction of AFM Local 60-471, to provide reasonable access to all information that the AFM-EPF may require and to permit the AFM-EPF to conduct an audit of CLO's payroll and wage records (at the expense of the AFM-EPF) to verify the accuracy of the contributions made.

B. The CLO shall submit pension payments, along with AFM-EPF approved remittance forms, to the AFM Local 60-471. The money so contributed shall be mailed to the Union's Secretary-Treasurer in such a manner so as to be received as soon as possible after the engagement but not later than the fifteenth (15<sup>th</sup>) day of the calendar month following the month in which the deductions are made.

#### 714802002 CLACKAMAS REPERTORY THEATRE CBA REHAB 2

#### G. Pension Contributions

In addition to the compensation provided in this Article, starting in the 2021 season, the Employer shall make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EP) on behalt of all musicians covered by this Agreement in an amount equal to 4.796% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when

calculating future benefits. To give effect to such contributions, the Employer hereby accepts the terms of the Trust Indenture of the AFM-EP Fund dated October 2, 1959, and as it may be amended from time to time. 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 Local 99 for forwarding to the Fund. The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf, provided that the Fund is furnished with a written acknowledgement by the Employer that the payroll company or other third party authorized to act as the Employer's agent in making contributions to the Fund. 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 Documents.

958101002 CLEVELAND CHAMBER SYMPHONY CBA REHAB 2

**REHEARSALS: \$34.17** per hour (principals) **\$33.15** per hour (section players) plus 16% to the Union. CCS will contribute 9.592% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contributions payments when calculating future benefits.

PERFORMANCES: \$119.34 per performance (principals) / \$113.22 per performance (section players) plus 16% to the Union. CCS will contribute 9.592% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contributions payments when calculating future benefits.

**RECORDING SESSIONS: \$55.00** per hour (principal) **\$53.00** (section) plus 15% to the Union. CCS will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contributions payments when calculating future benefits.

77297001

CLEVELAND PLAY HOUSE CBA

### 17. Payroll

CPH shall pay the Musicians through its regular payroli. CPH shall pay the Musicians no later than the following Thursday for the previous week's service. CPH shall withhold all federal and state income taxes and social security. CPH shall pay timely to the appropriate governmental agencies all income tax and social security payments, unemployment, workers' compensation and related fees.

16

In addition to the gross compensation under this agreement, CPH shall pay at its sole expense a sum equal 8% of the gross compensation directly to the AFM-EP Fund for the first year, 9% for the second year and 10% for the third year. No other obligation of any kind will be owed by the Cleveland Play House to the Musicians, to Local 4, AFM, or the AFM-EP Fund.

CPH shall make this payment no less than one time per month. CPH shall execute all necessary documents to qualify as a pension employer.

CPH shall deduct from gross compensation the current prevailing union work dues (2%) as a per cent of gross compensation. CPH shall deduct the union work dues weekly and shall pay the union work dues to Local 4 no less than one time per month.

Upon written receipt of authorization, CPH agrees to deduct from gross compensation the prevailing Local 4 membership dues for the period of employment.

79313001	COLUMBUS SYMPHONY ORCHESTRA GA CBA

## XI. PENSION CONTRIBUTIONS

- A. Management agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of each Musicians employed by Management within the jurisdiction of AFM Local 148-462 at the percentage set forth in this Agreement. Accordingly, Management 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).
- B. Effective July 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "AFM-EPF") 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:
- C. Management will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. Management shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
- D. Any audit of Management's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this section.
- E. Pension Rates: Management agrees to make AFM-EPF pension contributions on behalf of each employed Musician in the following percentages of entire negotiated minimum scale, including doubling and overtime if applicable. Management shall make no pension contribution for any expense reimbursement(s) to a Musician including travel, per diem, or cartage.
  - Effective on 7/1/2018, the Employers contribution rate will be as follows:

6%

Pension

76597001

COMMUNITY MUSIC INC CBA

### 2. 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:

For all engagements on or after April 1, 2011, an amount equivalent to 10.9% of each employee's wage 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.

Checks to be made payable to the AFM & EP Fund shall be sent to Local 1000 along with 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 714124002 CONACO LLC CONAN OBRIEN SHOW CBA PART 2 REHAB 2

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2. Effective from May 1, 2018 until February 1, 2019, inclusive, Conaco will contribute an amount established by the AFMEP Rehabilitation Plan equal to eleven percent (11%) of all earnings of whatever nature under the agreement, computed at scale. Effective from February 2, 2019 until December 31, 2019, inclusive, Conaco will contribute an amount established by the AFMEP Rehabilitation Plan equal to twelve-and-one-tenth percent (12.1%) of all earnings of whatever nature under the agreement, computed at scale.

716355002 CONACO LLC CONAN OBRIEN SHOW CBA REHAB 2

 Conaco will contribute an amount established by the AFMIIP Rahabilitation Plan ngual to twolve-and-one-tenth percent (12.1%) of all earnings of whatever nature under the agreement, computed at scale.

72780001

# PENSION

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 musicians covered by this Agreement in an amount equal to 5.45% of scale wages (inclusive of all amounts required by the Fund's Rehabilitation Plan) earned from the Employer, effective as of the date set forth below, and in accordance with the terms and conditions of this Agreement.

716830002 CONCORDIA UNIVERSITY IRVINE CBA REHAB 2

#### ARTICLE VIIE AFM PENSION

The University shall be bound by the Agreement and Declaronian of Trust Establishing the American Federation of Mancians and Employers' Pension Fand (as it has been and may be amended), which is incorporated herein by reference as though set forth in full, and adopts the American Federation of Mancians and Employers' Pension Fand Rehabilisation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 and any updates thereto (collectively the "Rehabilitation Plan"), including all contribution schedules, which is incorporated here by reference. Specifically, the University's contribution shall be 12, 1% of Scale Wages; this amount will be forwarded to the Union, by separate check payable to AFM-EPF, by the 15th day of the month following the month in which the performance takes place. The Fund will not consider 9,09% of these contribution payments when calculating future benefits.

958325002 CONCORDIA UNIVERSITY IRVINE CBA REHAB 2

#### ARTICLE VIII: AFM PENSION

The University 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; and 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 and any updates thereto (collectively the "Rehabilitation Plan"), including all contribution schedules, which is incorporated here by reference. Specifically, the University's contribution shall be 12.1% of Scale Wages; this amount will be forwarded to the Union, by separate check payable to AFM-EPF, by the 15th day of the month following the month in which the performance takes place. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. 79554001 COUNTY OF MIDDLESEX CBA

- A. On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' Pension Fund (AFM-EPF) an additional amount that shall be equal to eight (8%) percent of all wages earned under this Agreement for the balance of this Agreement. Each payment shall be accompanied by the appropriate personnel or AFM B Report Form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, Social Security number, date (or month) of 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, and shall be furnished to the administrator of such fund at a place designated by the Union.
- B. Based upon the March 1, 2010 American Federation of Musicians & Employers' Pension Fund document entitled: "Board of Trustees Decision on Elements of an Expected Rehabilitation Plan", pursuant to The Pension Protection Act of 2006, the County may be legally required to add to its 8% pension contribution to the Fund as is provided for in this Agreement, a surcharge adjustment of .4% for a total contribution of 8.4% from the "Surcharge Effective Date" (yet to be set, but the County will be notified of this date by the Fund, and/or union once it is determined) through March 31, 2011, and thereafter increased by .9% on 8% to 8.9% effective April 1, 2011 and thereafter. The County agrees to implement surcharge adjustments if and when it is notified by the Fund that the Board of Trustees of the Fund have approved and adopted these adjustments, subject to the County's review of final details of the rehabilitation plan that have yet to be established and as may require further approval by the County in regard to any other obligations that the Fund or its Board may seek to impose on the County as an employer under the Plan or as may otherwise be required under the law. All rights are reserved by the County in this regard. The County does not agree to undertake any other obligations pursuant to this agreement other than as has been set forth above. See Appendix B ("Form A") attached hereto, incorporated herein and made a part of this Collectively Negotiated Agreement.

711954002	CURRAN THEATRE PRODUCTION OF DEAR EVAN HANSEN CBA REHAB 2
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j. Pension Contributions: Employer agrees to pay an amount equal to 14% 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.

Effective April 1, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") In accordance with the contribution schedule 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 15.26%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth - 14% (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.

k. Timeliness of Payments: Musicians shall be paid by the fourth day following the end of each week worked for all services performed during that week. Wages paid after said day shall be subject to a 5% penalty for each 15 day period that the payment is late, to be paid concurrently.

74098001	DALLAS OPERA CBA	

## 6.3 Pension Benefits-

- 6.3.1 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 Employer s' 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.
- 6.3.2 Effective June 1, 2012, the Employer shall contribute to the American Federation of Musician's 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 inclusive of rehabilitation plan:

	2016-2017	2017-2018	2018-2019	2019-2020
Pension Contribution Rate	6%	6.5%	6,75%	7%

6.3.3 The Employer shall make payments to the Fund in such form and fashion and at such times as the Fund Trustee shall deem appropriate. 74098002 DALLAS OPERA CBA REHAB 2

### 6.3 Pension Benefits.

- 6.3.1 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 Employer s' 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.
- 6.3.2 Effective June 1, 2012, the Employer shall contribute to the American Federation of Musician s 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 inclusive of rehabilitation plan:

	2016-2017	2017-2018	2018-2019	2019-2020
Pension Contribution Rate	6%	6.5%	6.75%	7%

6.3.3 The Employer shall make payments to the Fund in such form and fashion and at such times as the Fund Trustee shall deem appropriate.

	American	Federation	of Musicians a	nd Employer's Pension Fund - Exhibit Section 7.07
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	96	949000001	DALLAS SUMMER MUSICALS CBA

# 5.2 Employee Pension Funds.

The employer shall contribute an amount equal to twelve percent (12%) of all earnings of persons covered by this Agreement, computed at scale, to the American Federation of Musicians' and Employers' Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959.

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

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

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959738002	DALLAS SUMMER MUSICALS CBA REHAB 2

### 5.2 Employee Pension Funds.

The employer shall contribute an amount equal to twelve percent (12%) of all earnings of persons covered by this Agreement, computed at scale, to the American Federation of Musicians' and Employers' Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959.

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

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

55001	DALLAS SYMPHONY ASSOCIATION CBA	
18 13.Q.	Retirement and Rension; The Dallas Symphony Orchestra Retirement Plan (Retirement Plan) shall continue in effect for the term of this Agreement, with such changes in form and substance as may be necessary to meet the requirements of the law, to conform to the terms of this Agreement as amended, and to effect i are the mulual objectives of the parties.	
	(1) The terms of the Refirement Plan are as set farth in the plan instruments. The principal provisions of the Refirement Plan are furnished periodically to all Musicians in accordance with applicable laws reference is made to such information and to the plan. Itself for details concerning eligibility, definitions of terms, vesting provisions, and the like. All of the terms placed within auotation marks in this Section have such meanings as are defined in the Refirement Plan.	
	(2) The informal Pension, will be one-thousand, nine-hundred-twenty dollars (\$1,920.00) per calendar month, i.e. \$23,040-per year for a Musician of a above Normal Refirement Age with at least 30 years of Pension Credit.	
	(3) The amount of the "Reduced Pension" will be a monthly amount equal to sixty-four dollars (\$64.00), for each full year of "Pension Creat".	
	(4) The cost of the actuarial charge for the pre-refirement death benefit annulty (pre-refirement joint and survivor annulty) will be baid by the "Pension Fund" rother than by the Musician.	
	(5) Retirement Plan Contributions will be paid quarterly.	

52560001	DALLAS THEATRE CENTER CBA
	conclusion of the link ounday performances ,
5.2. Empl	oyee Pension Funds.
Amer Fund Spec Reha on Aj Effec perce Effec and c Effec and c	tive September 1, 2015 the Employer shall contribute to the ican Federation of Musicians and Employers Pension Fund (AFM-EP), created pursuant to Trust Indenture, dated October 2, 1959. fically, the Employer's contribution rates, inclusive of the bilitation Plan adopted by the Board of Trustees of the AFM-EP Fund oni 15, 2010, will be as follows: tive September 1, 2015 the Employer's contribution rate will be six ent (6%). tive September 1, 2016 the Employer's contribution rate will be six ent (6%). tive September 1, 2017 the Employer's contribution rate will be six ene-half percent (6.5%). tive September 1, 2017 the Employer's contribution rate will be seven ene-half percent (7.5%). tive September 1, 2018 the Employer's contribution rate will be eight ent (8%).
· 5.2.A	. The Employer shall make such payments and submit reports to such places and in such form as the Fund Trustee shall designate.
· 5.2.B	Employer payments to the AFM-EP Fund shall be made simultaneously with wage payments to the musicians for services performed hereunder.

959322002	DALLAS THEATRE CENTER CBA REHAB 2	
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5.2. Employee Pension Funds.

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

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

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

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

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

- 5.2.A. The Employer shall make such payments and submit reports to such places and in such form as the Fund Trustee shall designate.
- 5.2.B. Employer payments to the AFM-EP Fund shall be made simultaneously with wage payments to the musicians for services performed hereunder.

75879001	
10012001	

DAYTON PHILHARMONIC ORCHESTRA CBA

G. On behalf of each Contracted Musician employed under this Agreement, the Symphony shall contribute to the American Federation of Musicians and Employers' pension Fund (AFM-EPF) an additional amount equal to 5.0% of all wages earned under this Agreement.

Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date (or month) of Service(s) for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent (simultaneously) to the Union. All contributions shall be paid no later than the last day of the month following the month in which the wages on which the pension liability is based were paid. As a contributing employer to the AFM- EPF, the Symphony 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 (See Exhibit II). Wages shall include all wages contained on the musician's W-2-forn. Wages shall not include travel and cartage.

72971001	DELAWARE SYMPHONY ASSOCIATION CBA
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# 17.18. Pension

17.18.1. The Association shall contribute to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF") an amount equal to eight point one seven five percent (8.175%) of each Musician's gross wages. "Gross wages" includes all per-service pay, payments for serving as a soloist, overtime, doubling, and other wages, but not including mileage, per diem, or cartage.

17.18.2. In the event the Trustees of the AFM-EPF do not allow participation in the Fund due to the contribution level specified herein, at its option, the Association shall either hold the funds due in an escrow account until such time as the contribution level is acceptable to the Trustees, or pay the equivalent amount to the Musicians as wages.

#### 959788002 DELAWARE SYMPHONY ASSOCIATION CBA REHAB 2

#### 17.18. Pension

17.18.1. The Association shall contribute to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF") an amount equal to eight point one seven five percent (8.175%) of each Musician's gross wages. "Gross wages" includes all per-service pay, payments for serving as a soloist, overtime, doubling, and other wages, but not including mileage, per diem, or cartage.

17.18.2. In the event the Trustees of the AFM-EPF do not allow participation in the Fund due to the contribution level specified herein, at its option, the Association shall either hold the funds due in an escrow account until such time as the contribution level is acceptable to the Trustees, or pay the equivalent amount to the Musicians as wages.

DESERT SYMPHONY CBA

J. Pension Contributions: The Company shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Companys' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Company agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. The Company shall make contributions to the AFM-EPF on behalf of each Musician it retains in the amount of 10.9% that Musician's Scale wages: 78812001 DETROIT JAZZ FESTIVAL CBA

## ARTICLE 4 - PENSION CONTRIBUTIONS

A. Pension: The Employer agrees to contribute an amount equivalent to 10% of each musician's minimum wage scale ("scales wages"), to the American Federation of Musicians and Employers' Pension Fund (the "Fund").

B. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such check(s) shall be accompanied by the Local 5 remittance form identifying for each musician for whom a contribution is made, the musician's name social security number, date(s) of engagoment for which pension is paid, scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 5 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.

C. Effective August 1, 2011. [Effective Date"). Employer shall contribute to the Fund in accordance with the contribution schedule for the revisibilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.

76614001 DETROIT OPERA HOUSE CBA
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3. 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 13.99% of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts wages. 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. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

Effective September 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.

DETROIT SYMPHONY ORCHESTRA CBA

 The Corporation shall contribute on a bi-weekly basis to the AFM-EPF Plan an amount equal to six percent (6%) of scale wages paid plus fifteen percent (15%) of seniority pay paid for each musician who became a member of the Orchestra prior to September 3, 2007. For any musician who became a member of the Orchestra on or after September 3, 2007, the Corporation shall contribute on a bi-weekly basis to the AFM-EPF Plan an amount equal to seven percent (7%) of scale wages paid plus fifteen percent (15%) of seniority pay. Members of the Orchestra hired before September 3, 2007 shall continue to accrue benefit and vesting service in the Detroit Symphony Orchestra, Inc. Musicians' Retirement Plan. Members of the Orchestra who were hired on or after September 3, 2007 shall not participate in the Detroit Symphony Orchestra, Inc., Musicians' Retirement Plan.

Scale wage shall include all forms of compensation set forth in Article V of this Contract (except for seniority payments which are addressed separately above) and sick leave pay, but shall exclude unpaid leaves of absence and long-term disability.

The Corporation agrees to be bound by the terms and conditions of the Agreement and the Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as amended from time to time.

1	959394002	DESERT SYMPHONY CBA REHAB 2
	939394002	DESERT STMPHONT CBA REHAD 2

K. Pension Contributions: The Company shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Company's Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

2019-2020	2020-2021	2021-2022
11.99%	11.99%	11.99%

DETROIT SYMPHONY ORCHESTRA FOR FORD MOTOR COMPANY VEHICLES INCIDENTAL RECORDING FOR VARIOUS PROJECT

6. Pension Fund Contribution – Employer agrees to be bound by the Trust Indenture dated, 10/2/59, as amonded 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 12.81% of the 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, as updated June 27, 2016.

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78086002	1

DETROIT SYMPHONY ORCHESTRA FORD MOTOR COMPANY VEHICLES INCIDENTAL RECORDING VARIOUS PROJECT REHAB 2

6. Pension Fund Contribution – Employer 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 12.81% of the 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, as updated June 27, 2016.

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DIAMOND HEAD THEATRE CBA

## I PEHSIGN

- 6.1 The Employer adopts the American Federation of Musicians and Employers' Fension 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 6.54 % 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 and paid to the American Federation of Musicians and Employers' Pension Fund).
- 2.2 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 the Association for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable. If the Employee

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

E 3 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.

76931001	DINNER THEATER OF INDIANA CBA

## 7. AFM PENSION

The DDP, effective with the date of this agreement, will make a contribution in the following amounts to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician covered under this agreement:

2017-2018	5.0% of scale wages
2018-2019	5.0% of scale wages
2019-2020	5.0% of scale wages
2020-2021	5.0% of scale wages
2021-2022	5.0% of scale wages

(Scale Wages include all items contained in Section 6)

DISNEY WORLD RESORTS LCL 389 WALT DISNEY PARKS AND RESORTS US INC CBA

## SECTION 3. AFM-EPF CONTRIBUTIONS.

(a) Effective July 4, 1993, the Company agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of Musicians it statuses in this bargaining unit, pays wages reported on a W-2, and employs under this Agreement, at the percentages set forth in Article 33. Accordingly, the Company agrees to be bound by and hereby acception the terms and conditions of the Agreement and Declaration of the Trust, dated October 2, 1959, imhibilishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be

emended from time to time (the "Trust," collectively). Thus, the Company specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing Musicians statused in this bargaining unit, paid wages reported on a W-2, and covered by this Agreement, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Company's payroll and wage records (at the AFM-EPF's expenses) to verify the accuracy of the contributions made.

(b) Contributions made to the AFM-EPF Trust shall be paid over to the AFM-EPF Trust through the Union's financial officer before the 15th day of the calendar month following the month in which the contributions are made.

(c) The parties agree that pension contributions shall only be made by the Company on behalf of Musicians statused to this bargaining unit, paid wages reported on a W-2, and covered by this Agreement. No pension contributions or benefits under this Agreement shall be owed or paid by the Company to or on behalf of Musicians on TA. Musicians not statused to this unit who sub as Musicians, or any other group not specifically covered by this Agreement. Musicians not statused to this unit who are contracted to work under a TA shall be compensated as set forth in Article 25, Section 6(c).

# 710499001 DISNEYLAND RESORT LCL 7 DIVISION OF WALT DISNEY PARKS AND RESORTS US CBA

## PENSION

A. The Employer agrees to be a party to the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fond (as it may be amended from time to time) which is incorporated by reference into this Agreement, and to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM/EPF) on behalf of all eligible employees, at the percentages(s) set forth in paragraph C., below, effective as of the date(s) set forth below, and in accordance with the terms and conditions described herein.

B. Eligible employees shall be defined as all employees working under the terms of this Agreement.

C. The Employer agrees to make pension contributions equal to thirteen (13%) percent of all hours worked or paid on a monthly basis for all eligible employees. Additionally, the Employer will contribute to the AFM/EPF in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the AFM/EPF on April 15, 2010 ("Rehabilitation Plan"), which is incorporated herein by reference. The Employer agrees to make pension contributions equal to a percentage of all hours worked or paid on a monthly basis for all eligible employees. Specifically, the Employer's contribution rate will be per the terms of the Side Letter of Understanding (Pension Contributions and Rehabilitation Plan) dated April 1, 2011.

D. The Employer shall not be liable for any pension contributions in excess of those stated in paragraph C.

E. Contributions made to the AFM-EPF shall be paid to the AFM-EPF on or before the 20th day of the calendar month following the month in which contributions were earned.

F New employees covered under this Agreement shall not be eligible to enroll or participate in the Employer's Pension Plan, and current employees shall not be eligible to enroll and/or to continue to participate in the Employer's Pension Plan.

G. The following policy shall apply regarding the Musicians Union withdrawal from the Disneyland Resort and Associated Companies' Retirement Plan (the "Plan") and subsequent mansfer into the AFM/EPF.

1. The effective date of the transfer will be July 1, 1993. As of this date benefit accural and vesting credit will cease under the Plan. Employees will generally be treated as though they are terminated employees with regard to the Plan and their benefit will be based on the schedule in effect as of July 1, 1993. Employees will fall into three categories: vested employees with a lump sum value over \$3,500, vested employees with a lump sum value less than or equal to \$3,500 and non-vested employees. The three categories will be treated as follows.

## 2. Vested Over \$3,500

Employees will continue to be participants in the Plan with a frozen benefit and with no additional vesting credit towards post-refirement medical or the enhanced early refirement

#### AFMEPF0829

DISNEYLAND RESORT LCL 7 DIVISION OF WALT DISNEY PARKS AND 710499002 RESORTS US CBA REHAB 2

The Parties minually agree to extend the terms and conditions of the Agreement to 11:59 p.m., Fuuriday, September 16, 2021, subject to the right of either party to terminate the same at any antiversary of September 17, following September 17, 2021 upon the giving of written notice of termination not later than sixty (60) days next preceding the effective date of such termination.

Both Parties agree to abide by and operate under the torms and conditions during the extension time period.

Effective September 17, 2020, to be in compliance with the AFM-EPT June 2018 Update to the Rehabilitation Plan, the Employer will contribute 15 587% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

## PENSION

Effective on 6/1/18, the Employer will contribute 8.39% (110% of the total pre-Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan. Employer agrees to pay an amount equal to 8.39% of all wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician amployed by Employer. 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 not later than 30 days from the last service performed.

716354002	DOMINICAN UNIVERSITY CHORALE CBA REHAB 2

## PENSION

Effective on 8/1/18, the Employer will contribute 8.39% (110% of the total pre-Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan. Employer agrees to pay an amount equal to 8.39% of all 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 with a copy of the payroll which includes names. Social Security numbers, wages and pension amounts for each musician not later than 30 days from the last service performed.

3443002	DRURY LANE THEATRE OAKBROOK CBA REHAB 2	
EIGHTH:	PENSION: The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS'AND EMPLOYERS' PENSION FUND (the "Fund") an amount equal to Sixteen and 786/1000 percent (16.786%) in accordance with the contribution schedule of the Rehabilitation Plans adopted by the Board of Trustees of the Fund. The Fund will not consider 9.09% of the contribution payment when calculating future benefits. The Employer shall pay to the Fund the amount calculated on the Employer's gross weekly pay (including rehearsals) of each Musician. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made.	
atoresaid Musician Including wages an the Fund The Emp the terms the AMER EMPLOY as amend	ployer shall file contemporaneously with the d payment information relating to the hs on whose behalf contributions are paid the Musician's name, social security number, ad such other information, which the Trustees of may reasonably require.	
all actions Trustees	Nover hereby ratifies and agrees to be bound by s taken and to be taken by the seld Board of pursuant to the Powers granted them by the reement.	
AMERICA EMPLOYE resolution which sat	I shall provide pension benefits according to the AN FEDERATION OF MUSICIANS' AND ERS' PENSION FUND PLAN, as amended by In dated December 3, 1964, and April 3, 1987, id Amended Pension Plan is attached hereio e a part hereof.	
either in v Agreemer	ant the Pension Plan shall be turther amended, whole or in part, during the term of this on. the revised Pension Plan shall be deemed to poreted herein as if a part hereof.	
NOTE PE	ension payments are paid on the gross weekly each musician including rahearsais.	

6134002 EAST WEST TOURING CO BOB DYLAN FALL 2019 TOURS CBA REHAB 2
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## 5. PENSION

The Employer agrees to contribute an amount equivalent to 17.99% of each employee's wages as defined in Article 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians & Employers' Pension Fund ("AFM-EPF"). All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the 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 AFM-EPF 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 AFM-EPF, as it may be amended from time to time, which is incorporated by reference into this Agreement.

EAST WEST TOURING CO BOB DYLAN SPRING AND SUMMER 2019 TOURS CBA REHAB 2

## 5. PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (17.99%) of each employee's wages as defined in Article 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians & Employers' Pension Fund ("AFM-EPF"). All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the 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 AFM-EPF 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 AFM-EPF, as it may be amended from time to time, which is incorporated by reference into this Agreement.

955164001	ELGIN SYMPHONY ORCHESTRA CBA

## 6.7.2.2 Pension: The Employer shall pay to the American Federation of Musicians'

and Employers' Pension Fund, in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. An amount equal to eleven and ninety nine hundredths percent (11.99%) of the gross weekly pay (including vacation pay) of each Musician. The rate set forth in this Agreement will be discontinued immediately and will revert to the eleven percent (11%) rate when rates higher than the eleven percent (11%) rate are no longer required by the rehabilitation plan of the American Federation of Musicians and Employer's Pension Fund.

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.

ELGIN SYMPHONY ORCHESTRA CBA REHAB 2

6.7.2.1 Pension: The Employer shall contribute to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (the Fund) an amount equal to Thirteen and 189/100 percent (13.189%). The Fund will not consider 9.09% of this contribution payment when calculating future benefits.

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

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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.

73179001	EMMANUEL MUSIC INC CHURCH CANTATAS SERIES CBA

## VIII. WORK DUES AND PENSION

The Orchestra agrees to walchold and submit to the Union one and one-half percent (1,5%) of the musician's total scale wages by the fifteenth (15<sup>th</sup>) day of the month following the month in which services were performed

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

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

959371002	EMMANUEL MUSIC INC CHURCH CANTATAS SERIES CBA REHAB 2

## D. Pension, AFM-EPF

The Employer agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the AFM Employer's Pension Fund (AFM-EPF). The Orchestra further agrees to contribute to the AFM-EPF an amount equal to 14.85% of all applicable wages earned by each Musician performing musical services. This amount is inclusive of any payments required by law in the Pension Protection Act of 2006 and the Fund's 2018 Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits for the Musicians. Pension contributions will be submitted to the Union by one separate check, made payable to AFM-EPF by the fifteenth (15<sup>th</sup>) 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 aupplied by the Union and must accompany the payments.

957492001	ENCORE SERIES INC CBA

10. Pension Provisions. Employer shall pay into the American Federation of Musicians Pension Fund (Pension Fund) a sum equivalent to ten percent 10%) of all contracted musicians' Attachment "A" compensation, excluding cartage, meals, and transportation A check in the proper amount made payable to "A.F.M. – E.P. Fund" shall be mailed to the Union with a list of names of musicians contracted for the series or concerts along with their social security numbers, Attachment "A" compensation, and pension contribution amounts. Payment of the pension contribution shall be made within twenty-one (21) days from the date of the last performance of the series.

714881002
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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.

75439001	FESTIVAL OF ARTS OF LAGUNA BEACH LCL 7 CBA	
E. BENI	SFIT CONTRIBUTION RATE	
AFM/EP	P Pension Fund 9.0%	
SECTION	5. PENSION	
the contribu (AFM-EPF) under the te	loyer agrees to be a party to the Agreement and Declaration of Trust establishing tions to the American Federation of Musicians' and Employees' Pension Fund by separate check payable to AFM-EPF, or behalf of all musicians it amploys mis of this Agreement, at the percentages(s) set forth in Section 13.E, effective as s) set forth in Section 13.E, and in accordance with the terms and conditional rein.	
schedule of 2010 (the "2 Employer a on a month Employer's C. The Pen cach seasor	loyer will contribute to the AFM-EPF in accordance with the contribution the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 010 Rehabilitation Plan"), which is incorporated herein by reference. The grees to make pension contributions equal to a percentage of all scale wages paid, y basis, for each musician it employs under the terms of this Agreement. The contribution rate will be as specified in Section 13.E. sion Contributions provided herein shall be remitted in monthly installments , to be received by the Union by July 15, August 15 and 15 days after the mance of each Season.	
Security Number	ibutions shall be accompanied by a report, containing the names, Social rs, dates of employment, wages and benefits (R&W and AFM-EPP) paid to Alternate Musician and Substitute Musician	
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## 959732002 FESTIVAL OF ARTS OF LAGUNA BEACH LCL 7 CBA REHAB 2

A. The Employer agrees to be a party to the Agreement and Declaration of Trust establishing the contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) by separate check payable to AFM-EPF, on behalf of all musicians it employs under the terms of this Agreement, at the percentages(s) set forth in Section 13.E, effective as of the date(s) set forth in Section 13.E, and in accordance with the terms and conditions described herein.

B. The Employer will contribute to the AFM-EPF 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. The Employer agrees to make pension contributions equal to a percentage of all scale wages paid, on a monthly basis, for each musician it employs under the terms of this Agreement. The Employer's contribution rate will be as specified in Section 13.E.

C. The Pension Contributions provided herein shall be remitted in monthly installments each season, to be received by the Union by July 15, August 15 and 15 days after the final performance of each Season.

#### 715600002 FESTIVAL OPERA PRODUCTIONS AT HOFMANN THEATER OF WALNUT CREEK REGIONAL CENTER FOR THE ARTS CBA REH2

C: Pension: Employer agrees to pay an amount equal to 10% of all wages 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 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.

All contributions to the AFM-EPF shall be paid no later than the last day of the month following the month in which the last concert of each production took place. 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 (as it has been and may be amended), which is incorporated herein by reference as though set forth in full

Effective June 1, 2010, 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 by reference into this Supplemental Agreement. Specifically, the Employer's contribution rate under the CBA will increase as follows:

Effective June 1, 2010, the Employer's contribution rate will increase from 10% to 10.4%.

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

Effective on September 1, 2019. The employer will contribute 11.99% (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan.

FIRST PRESBYTERIAN CHURCH OF BERKELEY CBA REHAB 2

## PENSION

Employer agrees to pay an amount equal to 9.59% of all 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 with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician not later than 30 days from the last service performed.

### 715761002 FIRST PRESBYTERIAN CHURCH OF BERKELEY CBA REHAB 2

### PENSION

Effective on 8/1/18, the Employer will contribute 9.59% (110% of the total pre-Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan. Employer agrees to pay an amount equal to 0.59% of all wages to the American Federation of Musicians and Employers Persion 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 with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician not later than 30 days from the last service performed.

AFMEPF0846

959744002 FLINTI

FLINTRIDGE PREPARATORY SCHOOL CBA REHAB 2

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

FLORIDA ORCHESTRA CBA

D. American Federation of Musicians and Employers' Pension Fund (AFM-EPF)

1. The Employer shall contribute the percentages set forth below for the periods indicated of all Musicians' earnings of whatever nature covered under this Agreement to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as heretofore amended, and shall further submit such reports in such form as the Trustees of the AFM-EPF may reasonably require and make its records available for such reasonable audit by the Trustees as they may require.

2. The above-referenced contributions shall be made and remitted quarterly on each individual Musician's behalf based on his/her individual gross earnings under this Agreement, in accordance with Appendix A. The Federation and Trustees of the AFM-EPF, or either of them, shall have the right to enforce the provisions of this Section. (See Article 1.5, and Article VILG.1.)

### APPENDIX A

	2018-2019	2019-2020	2020-2021
Orchestra size	67 min., 80 max.	67 min., 80 max.	67 mm.* 80 marc
Guaranteed full work weeks	31	31	31
Paid Vacution weeks	1	1	2
Dark weeks	4	4	3
Total weeks	36	36	36
Guaranteed weekly salary	\$1120	\$1145	\$1178
Guaranteed annual EMG	\$1075	\$1099	\$1166
Guaranteed annual salary	\$36,915	\$37,739	\$40,040
Pension contribution	6.54%	6.54%	6.54%
Per diem allowances:			1
Breakfast	\$12	512	\$12
Lunch	\$17	\$17	\$17
Dinner	\$28	\$28	\$28

1. Basic Compensation

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1, Extra and substitute musicians shall be compensated at the following per service rates:

a. 2018-2019; \$140.00 b. 2019-2020; \$143.13 c. 2020-2021; \$147.25

TFO shall contribute to the AFM-EPF on behalf of each extra and substitute musician in accordance with Article XVLD.

75908001	FORD THEATRE SOCIETY CBA

# S. PENSION CONTRIBUTION

The Employer 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 October 2, 1959, as amended and shall pay into the Fund an amount of 10.9% of the gross earnings of each employee covered by this Agreement. Check for this purpose shall be made payable to the "AFM & EP Fund" and remitted to the Union monthly.

## 75908002 FORD THEATRE SOCIETY CBA REHAB 2

The Metropolitan Washington D.C. Federation of Musicians, AFM Local 161-710 and Ford's Theatre Society hereby agree to extend the terms of the agreement made on August 14, 2017 and which expires on August 31, 2020 for one year through August 31, 2021 with the only change in terms being the adoption of the American Federation of Musicians and Employers' Pension Fund 2018 Rehabilitation Plan. With adoption of the pension rehab plan, the effective pension contribution will become 11.99%. During this time, all other rules and financial obligations shall follow the third-year terms, or the period September 1, 2019 through August 31, 2020.

75056001	FORT WAYNE PHILHARMONIC CBA
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11.02. <u>Pension</u>. The Philharmonic shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to 6.54% of all scale wages on behalf of each Contract Musician covered under this Agreement. 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.

75056002 FORT WAYNE PHILHARMONIC CBA REHAB 2

11.02. Pension. The Philharmonic shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to 6.54% of all scale wages on behalf of each Contract Musician covered under this Agreement. 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.

AFMEPF0852

74189001		FORTH WORTH SYMPHONY ORCHESTRA ASSOCIATION CBA
20.5	Pensio	n Fund.
	20.5A	The Association shall pay a percentage of scale wages for all Contract A and B musicians into a mutually-agreed pension fund according to the schedule in 20.5B.
	20.5B	Effective April 15, 2011 ("Effective Date"), the 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 Association's contribution rate will be as follows:
		20.5B(1) Effective on the Effective Date, the Association's contribution rate will be 6.24%.
		20.5B(2) Effective on April 1, 2011, the Association's contribution rate will increase to 6.54%.

954742001	FOX THEATRE CBA
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Section 2. Pension. Effective February 13, 2010 and continuing for the term of this Agreement, TEV 44 9/10 % 10.9% 1/1 / 5 the Employer agrees to contribute an amount equal to ten percent (40%) of the gross wages of each musician (excluding any cartage payments and/or expense reimbursements) to the American Federation of Musicians and Employers' Pension Fund ("AFM-EP" Fund). The Employer shall execute the necessary administrative reports, including the Participation Agreement required by the AFM-EP Fund, in order for the musicians to participate in the AFM-EP Fund,

FRB PRODUCTIONS INC THE GAME AWARDS AT THE MICROSOFT 715670002 THEATER CBA REHAB 2 anenti kesi te sonote procisiumuni sento:

B. 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 (the "Fund), and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 12.1% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the rebabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated August 1, 2018.

73517001 FREMONT SYMPHONY ORCHESTRA CBA	
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musician employed under this Agreement at the final performance of each set.

# 18,12 Pension

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

Effective 9/1/16: 0.0% Effective 9/1/17: 2.18% Effective 9/1/18: 4.36%

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

958669002 FREMONT SYMPHONY ORCHESTRA CBA REHAB 2

#### 18.12 Pension

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

Effective 9/1/16: 0.0% Effective 9/1/17: 2.18% Effective 9/1/18: 4.36%

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

## American Federation of Musicians and Employers Pension Fund Exhibit 7.07 Group 1 – 596 Custom CBAs

#### 715709002 FRESNO COMMUNITY CHORUS INC 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 updates and to pay, for each year of the Agreement, an amount equal to 8.39% (comprised of 7% base contributions, 63% additional Rehabilitation Plan contributions and 76% required by the June 2018 Rehabilitation Plan Update of all musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. The Fund will not consider 9.09% of these contribution payments when calculating fullive benefits. 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 and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (iii) the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund and (iii) the American Federation of Musicians and Employers' Pension Fund and (iii) the American Federation of Musicians and Employers' Pension Fund and (iii) the American Federation of Musicians and Employers' Pension Fund and (iii) the American Federation of Musicians and Employers' Pension Fund and (iii) the American Federation of Musicians and Employers' Pension Fund and (iii) the American Federation of Musicians and Employers' Pen

2 Pension Percentages 2019-20: 8.39% 2020-2021 8.39%

959292002	FRESNO COMMUNITY CHORUS INC CBA REHAB 2
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#### PENSION

The Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) an additional amount equal to the below listed percentage of all gross wages (except cartage) earned under this Agreement. 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. 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, the Employer shall be bound by the Agreement and Declaration of Trust

establishing the American Federation of Musicians and Employers' Pension Fund, inclusive of all rehabilitation plans, (as it has been and may be amended), which is incorporated herein by reference as though set forth in full.

FRESNO PHILHARMONIC CBA

B. <u>PENSION</u>: The ASSOCIATION 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 7.63% (comprised of 7% base contribution and 0.63% additional Rehabilitation Plan contribution) of all Staff musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each Staff musician employed by ASSOCIATION. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union within ten (10) business days of the last concert of each pay period along with an itemization, by name, social security number, wages and pension contribution of each musician.

The rates set forth in this Agreement shall be discontinued immediately and shall revert to the 7% base contribution rate 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 AFM-EPF and (ii) the AFM-EPF 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 contribution.

#### 711735002 FRESNO PHILHARMONIC CBA REHAB 2

B. <u>PENSION</u>: The ASSOCIATION 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 updates and to pay, for each year of the Agreement, an amount equal to 8.39% (comprised of 7% base contributions, 0.63% additional Rehabilitation Plan contributions and 0.76% required by the June 2018 Rehabilitation Plan Update) of all Staff musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each Staff musician employed by ASSOCIATION. 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 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 contribution of each musician.

The rates set forth in this Agreement shall be discontinued immediately and shall 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 AFM-EPF and (ii) the AFM-EPF 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.

955329001	GATEWAY MENS CHORUS CBA

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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 contribute to such Fund on behalf of the musicians engaged by the Gateway Men's Chorus an amount equal to 8.72% for live performances from June 21, 2016 through June 20, 2019. Additionally, the employer agrees to contribute to the Fund an amount equal to 10.9% for broadcast or recording services from June 21, 2016 through June 20, 2019, 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.

# American Federation of Musicians and Employers Pension Fund Exhibit 7.07 Group 1 – 596 Custom CBAs

## 77732001 GAY MENS CHORUS OF LOS ANGELES CBA

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. Specifically, the employer's comribution shall be 16.35%

79844002	GEORGIA SYMPHONY ORCHESTRA INC CBA REHAB 2

# Section VI: American Federation of Musicians and Employers Pension Fund (AFM-EPF)

- A. Effective upon the ratification of this Agreement, the GSO agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of Musicians it engages within the jurisdiction of AFM Local 148-462 at the percentage rate set forth in Schedule A, Section 6 of this Agreement, attached hereto and made a part hereof. Accordingly, the GSO agrees to be bound and hereby accept 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 thereunder). A copy of this document is to be provided to the GSO within five (5) days of receipt of this Agreement. Accordingly, Management 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.
- B. The GSO will forward pension payments, along with AFM-EPF remittance forms, through AFM Local 148-462 at the same time as all other payments. The GSO shall issue a separate check made payable to AFM-EPF for the total amount of the pension contributions for each engagement.
- C. Any audit of the GSO's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this Section.

75695002 GILBERT AND SULLIVAN SOCIETY OF HOUSTON CBA REHAB 2

# **Pension Contribution:**

11% of negotiated wages as stated above includes (11% 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.)

## American Federation of Musicians and Employers Pension Fund Exhibit 7.07 Group 1 – 596 Custom CBAs

9342002 GIRL WEDNESDAY INC CBA REHAB 2
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#### 3. PENSION

The employer adopts the American Federation of Musicians and Employers' Penaton Food Rehabilitation Plan adopted by the Board of Trustees of the Fond on April 15, 2010, metading all outer human schedules, which is incorporated here by reference.

Specifically, the Employer agrees to contribute an amount equivalent to 11% of each employee's wage as defined in Article 2 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Person Fund, 9,09% of the total contribution amount will not be considered when calculating future benefit payments to the Fund.

All contributions to the 1 and shall be made by check payable to the "American Extension of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a comribution is made, the mutician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension w paid and the amount of pension, the check and remittance information shall be transmitted to Local (000 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable.

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

GOODMAN THEATRE CBA

#### ELEVENTH: Pension

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. THE EMPLOYER shall pay to the Fund an amount equal to 14.17% (fourteen and seventeen/hundredths) of the Employer's gross weekly payroll for all employees covered by this Agreement (including rehearsal and vacation pay). Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

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

The Employer hereby ratifies and agrees to be bound by all actions taken and to

be taken by the said Board of Trustees pursuant to the powers granted them by the Trust Agreement.

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or In part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

71437001	GOODSPEED OPERA HOUSE FOUNDATION INC CBA	
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# Pension

9.1 All Musicians shall receive pension in the amount equal to six percent (6%) of his/her hourly rehearsal and weekly performance pay. Said payments to be made to the American Federation of Musicians and Employers' Pension Fund in accordance with the payment schedule set forth by the Pension Fund. Goodspeed agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund which is incorporated by reference into this Agreement.

GOODSPEED OPERA HOUSE FOUNDATION INC CBA REHAB 2

# Article 9

# Pension

9.1 All Musicians shall receive pension in the amount equal to six percent (6%) of his/her hourly rehearsal and weekly performance pay. Said payments to be made to the American Federation of Musicians and Employers' Pension Fund in accordance with the payment schedule set forth by the Pension Fund. Goodspeed agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund in Agreement.

78735001	GRACE CATHEDRAL CBA	

#### PENSION

Employer agrees to pay an amount equal to 10% of all wages to the American Federation of Musicians and Employers Pension. Fund for each musician employed by Employer. 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, addresses, Social Security numbers, scale wages and pension amounts for each musician.

Effective January 1, 2012 ("Effective Date"). Employer shall contribute to the American Federation of Musician and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trusters 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 10.9%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in paragraph 1 of this section (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.

75487001 GRAND OLE OPRY LLC GRAND OLE OPRY CBA	
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6.4 In addition to the above scale(s), the employer agrees to contribute a sum equal to ten percent (10%) of each musician's scale wages that will be paid to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). Effective April 1, 2011, the pension contribution rate increased to 10.9% which includes the additional 9% as required under the 2010 Rehabilitation Plan.

The rates set forth in the AFM-EPF Supplemental Agreement will be discontinued immediately and will revert to the rate of 10% (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) he AFM-EPF repeals in full its procedure the 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 rate of contributions.

All musician employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians to be bound by and here 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 thereunder), as amended or may be amended from time to time. The employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof. Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (3) days of the end of the month in which the engagement occurred.

GRANT PARK ORCHESTRA CBA

Section 20.3 Pension Contributions. The Employer shall pay to the American Federation of Musicians and Employers Pension Welfare Fund an amount equal to 12% of the

gross weekly compensation set forth in Article 19, Sections 19.1-19.6 of this Agreement for the account of each Musician for the term of this Agreement.

(A) The Employer 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, the Employer warrants that it has determined that the individual is a Musician covered by this Agreement, and the Fund assumes no liability for that determination.

(B) Each contribution shall be paid to the Fund no later than the thirtieth (30<sup>th</sup>) 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.

(C) The Employer agrees to consider future amendments to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund.

## 959240002 GRANT PARK ORCHESTRA CBA REHAB 2

Section 20.3 Pension Contributions. The Employer shall pay to the American Federation of Musicians and Employers Pension Welfare Fund an amount equal to twelve percent (12%) of the gross weekly compensation set forth in Sections 19.1-19.6 of this Agreement for the account of each Musician for the term of this Agreement. Notwithstanding the foregoing, as required by the Fund's Rehabilitation Plan, the Employer's contribution rate shall be 14.388%, inclusive of all amounts required by the Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

(A) The Employer 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, the Employer warrants that it has determined that the individual is a Musician covered by this Agreement, and the Fund assumes no liability for that determination.

(B) Each contribution shall be paid to the Fund no later than the thirbeth (30<sup>th</sup>) 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.

valuables and instruments.

# 15. Payroll

GLTF shall pay the Musicians through its regular payroll. GLTF shall pay the Musicians no later than the following Thursday for the previous week's services. GLTF shall withhold all federal and state income taxes and social security. GLTF shall pay timely to the appropriate governmental agencies all income tax and social security payments, unemployment, workers' compensation and related fees.

In addition to the gross compensation under this agreement, GLTF shall pay at its sole expense a sum equal to 10% of the gross compensation directly to the AFM-Employers' Pension Fund in the 2016-2017 season, and 11% in the 2017-2018 season. GLTF shall make this payment no less than one time per month. GLTF shall execute all necessary documents to qualify as a pension employer.

GLTF shall deduct from gross compensation the current prevailing Local 4 work dues (2%) as a percent of gross compensation. GLTF shall deduct the Local 4 work dues weekly and shall pay the work dues to Local 4 no less than one time per month.

79369002 GREAT LAKES THEATER FESTIVAL CBA REHAB 2

In addition to the gross compensation under this agreement, GLTF shall pay at its sole expense a sum equal to 10% of the gross compensation directly to the AFM-Employers' Pension Fund in the 2016-2017 season, and 11% in the 2017-2018 season. GLTF shall make this payment no less than one time per month. GLTF shall execute all necessary documents to qualify as a pension employer.

# 8.4 PENSION CONTRIBUTION TO AFM-EPF

On behalf of each Musician covered under this Master Agreement, The Symphony shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) an additional amount equal to 4.36%, inclusive of all rates required by the Rehabilitation Plan, of all scale wages earned under this Labor Agreement, excluding any additional amounts negotiated by individual Musicians under personal service contracts and Article 8.8 (cartage) and 9.6[D] (per-diem). 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. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF. The Symphony 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.

#### 718418002 GREATER AKRON MUSICAL ASSOCIATION CBA REHAB 2

#### 8.5 PENSION CONTRIBUTION TO AFM-EPF

On behalf of each Musician covered under this Master Agreement. The Symphony shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EPE) an additional amount equal to 4.8%, Inclusive of all rates required by the Rehabilitation Plan as revised in June 2010, of all scale wages earned under this Labor Agreement, excluding any additional amounts negotiated by individual Musicians under personal service contracts and Article B.8 (cartege) and 9.6[0] (per diem). Each payment shall be accompanied by the appropriate personnel and/m AFM B report form, setting forth for each Musician on behalf of whom persion it 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-EPE shall be paid no later than the diritich day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPE. The Symphony 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.

#### 959751002 GREY LARSEN LLC CBA REHAB 2

#### PENSION

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The couployer adopts the American Federation of Massaults and Employers Pension Fund Rehabilitation Plan adopted by the Bonet of Trustees of the Ford on April 17, 2010, including all contribution schedules, which is incomposated here by reference.

Specifically, the Employer will contribute \$4,39% of each employee is scale wage, is defined in Article 2 of this agreement (which shall be consistents to be wade wager) in the American Exdension of Musician and Employees' Retrieval (and AFM FIPF) inclusive of all arcounts required by the Fund's Rehabilitation Plan. 0.09% of the relative or information will not be considered when calculating former operfit payments to the Fund.

All communication of the Fund shall be made by check payable to the "American Federation of Ministriana and Employers" Pension Fund, "All such crocks shall be accompanied by a remistance from identifying or each employee for whom a contribution is made, the more card's same, social social social more douglest or engagement for which persons is paid, scale warms in which peticing is paid and the amount of pension the sheek and remittance information shall be committed to break him. All Mine forwarding to the count within 30 days following the rendering of services for which such contributions are payable. If the employer is tomorporated, no contributions will be read on brieff of any owner or part-towner of the Employer.

78108001	HANDEL AND HAYDN SOCIETY CBA
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C. <u>Pension</u>: SOCIETY agrees to contribute to the American Federation of Musicians Society's Pension Fund (AFM-EPF) an amount equal to 11.99% of applicable wages earned by each Musician performing musical services, and transmit by one separate check, made payable to the "AFM EPF," to the Union no later than the tenth day of the month following the month during which musical services were performed. Effective July 1, 2018 Employer contribution to AFM EPF will increase to 12.50%.

Effective July 1, 2020 Employer contribution to AFM EPF will increase to 13,00%

Each of these percentage Employer contributions is inclusive of any payments required by the 2010 AFM-EPF Rehabilitation Plan (the "Rehabilitation Plan") under the Pension Protection Act of 2006 (the "Rehabilitation Payments"), and under the 2010 Supplemental Agreement between the parties (the "Supplemental Agreement"). In the event that the rates set forth in the Supplemental Agreement are discontinued pursuant to the last paragraph of the Supplemental Agreement, then (to the extent permitted by the Rehabilitation Plan), the Employer contribution rate shall revert to a rate that is reduced by the amount of the then-current AFM-EPF surcharge (10% as of the date of ratification of this Agreement).

### 959408002 HARTFORD STAGE THEATRE THE FLAMINGO KID CBA REHAB 2

The HARTFORD STAGE COMPANY agreements for the performances of The Flamingo Kid occurring from 4/5/2019 to 6/16/2019 shell be specifically amended as follows;

The Collective Bargaining Agreement's (covaring all instrumentalists for The Flamingo Kid) pension contribution rate will be 12.1% inclusive of all amounts required by the Fund's Rehabilitation Plan.

The Personal Services Agreements' (C Descarfino, P Staroba and T. Murray) pension contribution rate will be 13.99% inclusive of all amounts required by the Fund's Rehabilitation Plan.

For each of these agreements the Fund will not consider 9.09% of these contribution payments when calculating future benefits. 7959001 HARTFORD SYMPHONY ORCHESTRA INC CBA

# 17.4 Pension

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

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

959376002 HARTFORD SYMPHONY ORCHESTRA INC CBA REHAB 2

#### 17.4 Pension

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

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

HAWAII SYMPHONY ORCHESTRA CBA

28.1 The Employer signing this Master 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 Master Agreement in an amount equal to the following specified percentages of all W2 wages, excluding any income on which pension has already been paid, earned from the Employer, effective as of the dates set forth below, and in accordance with the terms and conditions described herein:

Effective Date: Contribution Rate: July 1, 2011 8%

28.2 The Employer is party to a collective bargaining agreement (CBA) with the Association. This AFM-EPF agreement (Article 28) covers every employee for whom the CBA requires contributions. 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.

28.3 Effective July 1, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.

28.4 Each contribution shall be paid to the Fund no later than five (5) days after the end of the month following the calendar quarter in which those services were rendered.

28.5 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 Association for forwarding to the Fund, provided that the Association is then party to the Fund's "Cash Receipts Procedures for Locals that Receive Pension Contributions Directly from Employers." If the Association is not them a party to those Cash Receipts Procedures, all checks shall be sent directly to the AFM-EPF, Bank of New York, P.O. Box 19155A, Newark, NJ 07195-0155.

28.6 Each check for contributions payable to the Fund shall be accompanied by the appropriate remittance form specifying, for each covered employee for whom pension contributions are payable, the employee's name and social security number, the dates of the engagements for which pension contributions are being paid, the amount of W2 wages on which pension contributions are being paid, the percentage rate of contributions, and the dollar amount of pension contributions paid, together with any other information that is required by the CBA.

28.7 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 September 29, 1994, and as it may be further amended from time to time; the American Federation of Musicians and Employers' Pension Plan, as amended and restated effective as of April 1, 1989, and as it may be further amended from time to time; and all rules and policies promulgated pursuant thereto by the Board of Trustees or its duly authorized committees (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 and expressly incorporated by reference into this agreement in their entirety.

28.8 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