2018 ARM & EPF Rehabilitation Plan Update Sideletter

The agreement between ARM Local 802 and BALLET THEATRE FOUNDATION INC with a renewed duration of 4/1/2020 to 3/31/2021 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 19.1840% of scale wages as of 9/29/2020 for all covered live performance work occurring thereafter and 11.99% of scale wages as of 4/1/2020 for music preparation work excluding electronic media occurring thereafter, 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.
ARTICLE IX - PENSION AND RETIREMENT PLAN

(a) The Association agrees to participate as an employer in the AFM-EP Musician's Pension Fund. The Association agrees to make the contributions to the AFM-EP Musician's Pension Fund as specified in paragraph (b).

(b) The Association shall contribute on behalf of each full-time contracted Musician 4% of the minimum base scale. The contributions will be paid to AFM-EP Musician’s Pension Fund in installments on a bi-weekly basis.
ARTICLE IX - PENSION AND RETIREMENT PLAN

(a) The Association agrees to participate as an employer in the AFM-EP Musician’s Pension Fund. The Association agrees to make the contributions to the AFM-EP Musician’s Pension Fund as specified in paragraph (b).

(b) The Association shall contribute on behalf of each full-time contracted Musician 4% of the minimum base scale. The contributions will be paid to AFM-EP Musician’s Pension Fund in installments on a bi-weekly basis.
2. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such check(s) shall be accompanied by a remittance form identifying the employee for whom the contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, and scale wages on which pension is paid. The check and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

3. The Hotel adopts the American Federation of Musicians and Employers' Pension Fund ("Fund") Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The contribution rate effective as of March 2017 is 13.08%, which is inclusive of the .9% increase required by the AFM-Employers Pension Fund's Rehabilitation Plan.

4. Pension contribution checks shall be made payable to the AFM-EP Fund, but they shall be sent to Local 802 at 322 West 48th Street, New York, NY 10036.
Effective November 1, 2011 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 6.00% for live services, and 12.1% for recorded services, of the gross wages of each musician (excluding any cartage payments and/or expense reimbursements) to the AFM-EPF. The Employer shall execute the necessary administrative reports, including the Participation Agreement required by the AFM-EPF, in order for the musicians to participate in the AFM-EPF.
6.9 Pension Plan.

The PBT shall contribute to the American Federation of Musicians-Employers Pension Fund an amount equal to six (6%) percent of all wages earned by a musician, in accordance with the requirements of that Pension Fund. Should the PBT administrative staff and dancers’ pension contribution increase during the life of this agreement, the PBT shall immediately increase the pension contribution to the Musicians’ Pension Fund to the same contribution rate.

The Rehabilitation Plan contribution schedule has been updated to require a 10% increase in the rate of contributions to the American Federation of Musicians and Employers' Pension Plan (the 'Fund'). This increase is in addition to the 9% additional contribution previously required by the original 2010 Rehabilitation Plan. This means for all successor collective bargaining agreements, the contribution rate for contributions made on scale wages must increase by 10%, to 110% of the current contribution rate.
American Federation of Musicians and Employers Pension Fund
Exhibit 7.07 Group 1 – 596 Custom CBAs

78421001 | PITTSBURGH MUSICAL THEATER CBA

A. The Employer agrees to make pension contributions to the American Federation of Musicians’ and Employers Pension Fund (“AFMEPF”) on behalf of musicians it employs within the jurisdiction of AFM Local 60-471, at the rate set forth in Schedule A on all wages (including base wages, overtime pay, rehearsal pay, doubling premiums, orchestration pay, music arranging, music preparation, and copyist pay) earned under this agreement. Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFMEPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time.

A. The Employer will forward pension payments, along with AFMEPF approved remittance forms, through AFM Local 60-471 at the same time as all other payroll. The Employer shall issue a separate check made payable to AFMEPF Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to the Local no later than the fifteenth day of the month following the month in which the wages were earned.

| AFM-EPF Pension | 6.54% | 6.54% |
A. 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 60-471, at the rate set forth in Schedule A on all wages (including base wages, overtime pay, rehearsal pay, doubling premiums, orchestration pay, music arranging, music preparation, and copyist pay) earned under this agreement. Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies there under), as amended, or as may be amended from time to time.

A. the Employer will forward pension payments, along with AFM-EP approved remittance forms, through AFM Local 60-471 at the same time as all other payroll. The Employer shall issue a separate check made payable to AFM-EP Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to the Local no later than the fifteenth day of the month following the month in which the wages were earned.

<table>
<thead>
<tr>
<th>AFM-EP Pension</th>
<th>7.194%</th>
<th>7.194%</th>
<th>7.194%</th>
<th>7.194%</th>
<th>7.194%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Column 1</th>
</tr>
</thead>
</table>
SCHEDULE A: WAGES, PENSION, OTHER COMPENSATION

Percentage Increases

2017-18: 1.25%
2018-19: 1.25%
2019-20: 1%
| 715290002 | PITTSBURGH OPERA THEATER INC CBA REHAB 2 |

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, at the rate set forth in Schedule A on all wages (including base wages, overtime pay, rehearsal pay, doubling premiums) earned under this agreement. Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time.

The Employer will forward pension payments, along with AFM-EP approved remittance forms, through AFM Local 60-471 at the same time as all other payroll. The Employer shall issue a separate check made payable to AFM-EP Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to the Local no later than the fifteenth day of the month following the month in which the wages were earned.

The Concertmaster shall be paid an additional twenty-five percent (25%) of the base scale including overtime. Any musician substituting for the Concertmaster shall receive an additional twenty-five percent (25%) of the base scale including overtime.

**AFM-EP PENSION + EMERGENCY FUND ADDITION 7.194%**
American Federation of Musicians and Employers Fund (AFM-EPF)

A. Theater agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (hereinafter "AFM-EPF") on behalf of musicians it employs within the jurisdiction of Union, at the percentage set forth in Schedule A on all wages (inclusive of base wage, overtime pay, and doubling premiums) earned under this Agreement. Accordingly, Theater agrees to be bound by, and hereby accepts, the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time (the "Trust," collectively). Thus, Theater 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 Union, to provide reasonable access to all information that AFM-EPF may require, and to permit AFM-EPF to conduct an audit of Employer’s payroll and wage records (at AFM-EPF’s expenses) to verify the accuracy of the contributions made.

6. Theater will forward pension payments, along with AFM-EPF-approved remittance forms, through Union at the same time as all other payroll. Theater shall issue a separate check made payable to AFM-EPF Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to Union no later than the fifteenth day of the month following the month in which the wages were earned.

<table>
<thead>
<tr>
<th>Pension (on all wages exclusive of cartage)</th>
<th>8.18%</th>
<th>8.18%</th>
<th>8.18%</th>
<th>8.18%</th>
</tr>
</thead>
</table>

AFMEPF1093
5.3 Extra Musicians employed by the PSI will be paid for each service an amount no less than one hundred (100) percent of twelve and one-half percent of the weekly Minimum Scale, plus a five percent (5%) pension payment payable to AFM-EP Fund.
PSF shall also pay an additional percentage of gross payroll as pension contribution directly to the AFM-EP Fund. Cartage and rental fees shall be treated as expense reimbursement and not as gross payroll or as a pension base.

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.5%</td>
<td>8.5%</td>
<td>8.5%</td>
<td>8.5%</td>
<td>8.5%</td>
</tr>
</tbody>
</table>
2. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such check(s) shall be accompanied by a remittance form identifying each employee or employer for whom a contribution has been made, the employee's or employer's social security number, date(s) of engagement for which pension is paid, and scale wages on which pension is paid. The check and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

3. The Hotel adopts the American Federation of Musicians and Employers' Pension Fund ("Fund") Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The contribution rate effective as of March 2017 is 13.08%, which is inclusive of the .9% increase required by the AFM-Employers Pension Fund's Rehabilitation Plan.

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

In addition to the compensation provided in this Article, the Employers shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 5.45% of each musician's compensation.
With each payroll the Association shall make a pension contribution to the American Federation of Musicians’ and Associations’ Pension Fund (AFM-EP Fund) on behalf of each musician employed based on scale at the rate of 9 percent. To give effect to such contributions, the Association hereby accepts the terms of the Trust Indenture of the American Federation of Musicians’ and Employers’ Pension Fund dated October 2, 1959, and as it may be amended from time to time.

Effective September 1, 2012 (“Effective Date”), Association 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 be as follows:

- Effective on January 1, 2019, in accordance with the 2018 Updated Rehabilitation Plan, the Association’s rate will increase by 10% from 9.81% to 10.791%.

This rate will be discontinued immediately and will revert to the first rate set forth above (9%) when both of the following events have occurred: (i) the rate of 10.791% is no longer required by the by the Fund’s 2010 Rehabilitation Plan and/or subsequent updates 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.
In addition to the compensation provided in this Article, the Employers shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 5.45% of each musician’s compensation.
Pension Contributions

In addition to the compensation provided in this Article, the Employer shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 5.45% of each musician’s compensation.
The **PostClassical Ensemble** adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians’ and Employers’ Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The Employer specifically agrees that for all musicians employed under this agreement, there shall be contributions into the AFM-EPF in the amount of 10.9% of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay.
ARTICLE IV

The PostClassical Ensemble adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians’ and Employers’ Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The Employer specifically agrees that for all musicians employed under this agreement, there shall be contributions into the AFM-EPF in the amount of 11.99% of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay.
VII. WORK DUES AND PENSION

The Orchestra agrees to withhold and submit to the Union one and one-half percent (1.5%) of the musician’s total scale wages (2.5% for Recording) by the fifteenth (15th) day of the month following the month in which services were performed.

The Orchestra 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 14.00% of all applicable wages earned by each Player performing musical services. This amount will be submitted to the Union by one separate check, made payable to AFM-EPF by the fifteenth day of the month following the month during which musical services were performed.

The appropriate forms for the submission of work dues and pension information will be supplied by the Union and must accompany the payments.
# ARTICLE XII

## Pension

The Employer shall contribute to the American Federation of Musicians and Employer’s Pension Fund a sum equal to that noted below based on each employee’s gross wages:

9/29/16 – 9/28/20 – 8.04%

Checks shall be made payable to the AFM & EP Fund and shall be sent to the Union along with the names of the covered employees no later than the 15th of the month following the end of each week’s performance. The Employer shall not be held liable for the management or safekeeping of these funds once disbursed to the Union. As a continuing employer, PPAC will continue to accept the rehabilitation plan of the AFM & EP Fund.
Effective September 1, 2012 (“Effective Date”), PTG shall contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated herein by reference. Specifically, PTG’s contribution rate during the term of this Agreement will be as follows:

- Effective on the Effective Date, PTG’s contribution rate will be 10.9%. This contribution rate shall remain at a base of 10.00% plus an additional 0.9% required by the 2010 Rehabilitation Plan. The additional 0.9% shall apply only to the extent required under the 2010 Rehabilitation Plan and such Plan remains in effect.
PTG FLORIDA LCL 389 CBA

A.F. of M. EMPLOYERS' PENSION FUND. PTG will make a contribution on behalf of each musician employed under this agreement to the AFM-EP Fund. The applicable percentage contribution is set forth in the WAGE SCALES portion of this agreement. PTG will forward pension payments through the C.F.M.A. or through a C.F.M.A. approved payroll service at the same time as all other weekly payroll. A separate check shall be made payable to the AFM-EP Fund for the total amount of the pension contribution.

<table>
<thead>
<tr>
<th>AFM-EP Fund Contribution</th>
<th>11% of each musician's scale wages (excluding cartage)</th>
<th>11% of each musician's scale wages (excluding cartage)</th>
<th>11% of each musician's scale wages (excluding cartage)</th>
<th>11% of each musician's scale wages (excluding cartage)</th>
<th>11% of each musician's scale wages (excluding cartage)</th>
<th>11% of each musician's scale wages (excluding cartage)</th>
</tr>
</thead>
</table>


VI. UNION PENSION FUND CONTRIBUTIONS

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) on behalf of each employee covered by this agreement in an amount equal to 10.9% of negotiated wages to the American Federation of Musicians and Employers Pension Fund as set forth in Articles IV herein. The 10.9% includes the percentage amount as agreed to by AFM-EP Fund Rehabilitation Plan.
ARTICLE 12 - PENSION

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

Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule of June 2018 requires pension contribution of 17.99%, such rate of contribution to be reviewed by the AFM-EPF as of April 1, 2012.

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

“During each week of a musician’s employment, Radio City shall contribute, on behalf of each musician, to the American Federation of Musicians and Employers’ Pension Fund, an amount equal to 16.786% of said musician’s gross weekly wages, inclusive of all amounts required by the Fund’s Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

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

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers’ Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 12% of salary, shall be remitted to Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. This percentage is inclusive of any projected increase, including the April 1, 2011 increase, and will remain constant for the duration of this agreement. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers’ Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered in conformity with applicable law.
4. Pension

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers’ Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 12% of salary, shall be remitted to the Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. The rate of 12% is inclusive of the pension rehabilitation rate of .9% required under the 2010 Rehabilitation Plan. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers’ Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered in conformity with applicable law.
H. **PENSION.** The Employer shall pay to the **AMERICAN FEDERATION OF MUSICIANS’ AND EMPLOYERS’ PENSION FUND** (the "Fund") an amount equal to Thirteen percent (13%) of the gross wages for all services [fourteen and seventeen one hundredths percent (14.17%) 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]. This amount shall be billed to Ravinia by the Contractor who shall be responsible for its distribution to the Pension Fund.

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.

Note: In accordance with the AFM-EP Fund rehabilitation plan, the pension rate of 14.17% has been adopted on April 1, 2011. This rate will be discontinued immediately and will revert back to 13% for the remainder of the term of the contract when the AFM-EP Fund repeals their rehabilitation plan.
H. **PENSION.** The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (the "Fund") an amount equal to Fifteen and five hundred eighty seven thousandths percent (15.587%) of the gross wages for all services, 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. This amount shall be billed to Ravinia by the Contractor who shall be responsible for its distribution to the Pension Fund.

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.
19.12 – Pension

The Employer agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund ("AFM-EPF"), on behalf of musicians it employs within the jurisdiction of AFM Local 135-211, in the amounts set forth below (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums and any additional premiums), earned under this Agreement.

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

Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musician covered by this Agreement within the jurisdiction of Local 135-211, 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 Reading Symphony’s payroll and wage records to verify the accuracy of the contributions made.

The Employer shall contribute to the American Federation of Musicians and Employers’ Pension Fund ("The Fund"), in accordance with the contribution schedule in the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “Rehabilitation Plan”), which is incorporated herein by reference. Specifically, the Employer’s contribution rate shall be

as follows:

2017/2018 - 3%
2018/2019 - 3%
2019/2020 - 3%
19.12 - Pension

(The first three paragraphs remain unchanged)

The Employer shall contribute to the American Federation of Musicians and Employers’ Pension Fund ("The Fund"), in accordance with the contribution schedule in the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “Rehabilitation Plan”) and updated on June 1, 2018, which is incorporated herein by reference. Specifically, the Employer’s contribution rate shall be as follows:

2017/2018 - 3%
2018/2019 - 3%
2019/2020 - 3%

2020/2021 - The Employer will contribute 3.3% 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.
ARTICLE 4 – BENEFIT CONTRIBUTIONS
A. PENSION

The Employer agrees to contribute an amount equivalent to 10.9% (ten point nine) percent of each employee’s wages to the American Federation of Musicians and Employers’ Pension Fund. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM-EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within thirty (30) days following the end of the month in which the rendering of services for which such contributions are payable has occurred. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or partner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employees Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
ARTICLE V

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

The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. The Employer adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Employer, under this Agreement.

Starting with the 2016-2017 – 2020-2021 season, the pension rate shall be based on 13.08% of the wages set forth in this Agreement. Pension contributions on wages earned under Article VI § 5, and the Side Letter Agreement Regarding Music Preparation shall be 10.9% of the wages set forth for the duration of this agreement. 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.

The rates set forth in the attached Supplemental Agreement dated May 26, 2010 will be discontinued immediately and will revert to the rates set forth of 12% (twelve percent) (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.
Pension

The CHORALE shall contribute to the American Federation of Musicians & Employer’s Pension Fund a sum equal to that noted below based on each musician’s gross wages:

11/1/17 — 10/31/19 — 6.54%

Checks shall be made payable to the AFM & EP Fund and shall be sent to the Union along with the names of the covered musicians no later than the 15th of the month following the end of each week’s performances. The Chorale shall not be held liable for the management or safekeeping of these funds once disbursed to the Union.
Pension

The CHORALE shall contribute to the American Federation of Musicians & Employer’s Pension Fund a sum equal to that noted below based on each musician’s gross wages:

11/1/2019— 10/31/2021  7.19%

Checks shall be made payable to the AFM & EP Fund and shall be sent to the UNION along with the names of the covered musicians no later than the 15th of the month following the end of each week’s performances. The CHORALE shall not be held liable for the management or safekeeping of these funds once disbursed to the UNION.
Agreement between RIPO and Providence Federation of Musicians - page 14

Effective on September 1, 2012, the Philharmonic shall contribute to the American Federation of Musicians’ and Employers’ Pension Fund (AFM-EPF) in accordance with the contribution schedule and 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 Philharmonic’s contribution rate will increase as follows:

On September 1, 2016 the Employer agrees to increase its contribution by 1% to 7.54%.

Pension contributions are calculated excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or American Federation of Musicians 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.
RIPO will contribute 8.29% of scale wages, inclusive of all amounts required by the AFM-EP Fund’s Rehabilitation Plan. The Fund will exclude 9.09% of these contributions when calculating future benefits.
B. AFM-EPF: Upon directive of RMA, the RSO shall, on behalf of each Contracted Musician covered under this Labor Agreement, contribute to the American Federation of Musicians and Employers’ Pension Fund (AFM-EPF) an additional amount equal to six percent (6%) based upon each musician’s minimum annual compensation as set forth in Article XII.C. and XII.D. of this Master Agreement plus any surcharges that may be levied but the trustees of the fund, excluding any additional amounts negotiated by individual musicians under Individual Contract 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 services(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid to the Fund within 14 days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered. 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.
4. PENSION

Riders In the Sky LLC agrees to contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) a sum equal to 10.9% of each musician’s scale wages. All musician/employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 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.

Pension contributions shall be made by checks or money orders, payable to the AFM-EPF. Within thirty (30) days after the end of each month in which the musicians are employed, a list of engagements, the checks or money orders, together with a completed copy of the attached pension contribution form will be delivered to the Union, which will deliver them to the AFM-EPF. The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collections costs incurred by the AFM-EPF (including without limitation liquidated damages, attorney’s fees, and court costs).

The employer agrees to provide all information which the AFM-EPF may require and to permit the AFM-EPF to conduct at its own expense an audit of its payroll and wage records to determine the accuracy of contributions made. The Trust agreements are available at the Fund’s offices upon written request from the employer.

The employer acknowledges that when he/she performs as a band leader, soloist, or cooperative group member, he/she cannot make contributions to the AFM-EPF on his/her own behalf unless he/she is incorporated and the corporation makes the contribution for his/her performance in its capacity as employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF must be submitted with this Agreement. This statement is accurate in all respects, has been executed by an authorized representative of the employer, and shall remain in effect unless and until revoked in writing by the undersigned and such revocation has been received by the Union and the AFM-EPF.

Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) days of the end of the month in which the engagement occurred.
4. PENSION

Riders In the Sky LLC agrees to contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) a sum equal to 11.99% of each musician's 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. All musician/employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 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.

Pension contributions shall be made by checks or money orders, payable to the AFM-EPF. Within thirty (30) days after the end of each month in which the musicians are employed, a list of engagements, the checks or money orders, together with a completed copy of the attached pension contribution form will be delivered to the Union, which will deliver them to the AFM-EPF. The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collections costs incurred by the AFM-EPF (including without limitation liquidated damages, attorney's fees, and court costs.)

The employer agrees to provide all information which the AFM-EPF may require and to permit the AFM-EPF to conduct at their own expense an audit of its payroll and wage records to determine the accuracy of contributions made. The Trust agreements are available at the Fund's offices upon written request from the employer.

The employer acknowledges that when he/she performs as a band leader, soloist, or cooperative group member, he/she cannot make contributions to the AFM-EPF on his/her own behalf unless he/she is incorporated and the corporation makes the contribution for his/her performance in its capacity as employee. A valid certificate of incorporation or such other document acceptable to the AFM-EPF must be submitted with this Agreement. This statement is accurate in all respects, has been executed by an authorized representative of the employer, and shall remain in effect unless and until revoked in writing by the undersigned and such revocation has been received by the Union and the AFM-EPF.

Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) days of the end of the month in which the engagement occurred.
4. PENSION

Riders In the Sky LLC agrees to contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EPI) a sum equal to 11.99% of each musician's 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. All musician/employees are covered under the AFM-EPI. Accordingly, the employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPI (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.
Carpool as well as parking shall be paid for any donated service.

17.7 Pension

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

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder), as amended or as may be amended from time to time (the "Trust" collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of Local 60-471, to provide reasonable access to all information that the AFM-EPF may require.

Contributions shall be 10.9%. The timing of the actual payments to the pension fund will coincide with those of the work dues as per Article 4 above. The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.
17.7 Pension

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

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder), as amended or as may be amended from time to time (the "Trust" collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of Local 60-471, to provide reasonable access to all information that the AFM-EPF may require.

The timing of the actual payments to the pension fund will coincide with those of the work dues as per Article 4 above. The employer adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. In accordance with such rehabilitation plan and the June 2018 update thereto, contributions shall be 11.99%.
18.7 – Pension

The Employer agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund ("AFM-EPF"), on behalf of musicians it employs within the jurisdiction of AFM Local 62, in the amounts set forth below (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums and any additional premiums), earned under this Agreement.

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder), as amended (the “Trust” collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musician covered by this Agreement within the jurisdiction of Local 62, 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 Riverside Symphonia’s payroll and wage records to verify the accuracy of the contributions made.

Effective July 1, 2018, the employer will contribute to the AFM-EPF in accordance with the increased percentages defined in the rehabilitation plan adopted by the Board of Trustees of the Fund on June 2018 ("the 2018 Rehabilitation Plan") in accordance with that plan, contributions shall be made in the following amounts:

3.5970% (3.27% in effect in previous CBA times 1.10)
ARTICLE 10 – PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee’s wages as defined in Article 8 of this Agreement (which shall be considered scale wages) to the American Federation of Musicians and Employers’ Pension Fund. The 2010 AFM-EPF rehabilitation plan required a 9% increase which brought the pension contribution to 16.35%.

The most recent update to the AFM-EPF rehabilitation plan (June 2018) requires a 10% increase in employer contributions, bringing the amount equivalent to seventeen point ninety nine percent (17.99%) of each employee’s wages.

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

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

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

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

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

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

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

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers’ Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION
The Employer agrees to contribute four point four percent (4.4%) of each employee’s wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within sixty (60) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employees’ Pension Fund (Fund), as it may be amended from time to time, which is incorporated by reference into this Agreement. The Employer adopts the American Federation of Musicians and Employers’ Pension Fund Rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2018, and all contribution schedules, which is incorporated here by reference.
4. The Employer will contribute a total pension contribution of 9.592% of scale wages inclusive of all amounts required by the Fund’s Rehabilitation plan to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). The surcharges referred to in the CBA as the “PPA Supplemental Agreement” are not allocable to individual employees and therefore, the musicians will be credited with eight (8%) in total pension contributions pursuant to the CBA.
PENSION

Employer agrees to be bound by the terms of the Agreement and Declaration of Trust of the American Federation of Musicians and Employers Pension Fund and the terms of the Fund's Rehabilitation Plan and to pay for each year of the Agreement an amount equal to 8.72% (comprised of 8% base contributions and .72% additional Rehabilitation Plan contributions) of all musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period, but not later than thirty (30) days after the Association receives the payroll report, with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

The rates set forth in this Agreement will be discontinued immediately and will revert to the base rates set forth in this agreement when both of the following events have occurred: (i) rates higher than the Base Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
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 9.59% (comprised of 8% base contributions, .72% additional Rehabilitation Plan contributions and .87% 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 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 amounts.

The rates set forth in this Agreement will be discontinued immediately and will revert to the base rates set forth in this agreement when both of the following events have occurred: (i) rates higher than the Base Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers’ Pension Fund and (ii) the American Federation of Musicians and Employers’ Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
A. Pension:
The SRPAA agrees 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) and adopts the Fund’s Rehabilitation Plan which are incorporated by reference into this Agreement. Payment shall be made by the Alliance to the American Federation of Musicians and Employers’ Pension Fund (AFM-EPF) in the amount of 9.81% percent (9% base contributions plus .81% required additional rehabilitation plan contributions) of each Musician’s wages, including doubling, premiums, overtime, and step-up pay. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth wage amounts for each Musician on behalf of whom pension is being paid, the Musician’s name, social security number, current address, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. Both payment and report shall be sent to Local 12 for processing, per AFM-EPF rules, within twenty (20) days following each concert set. The rates set forth in this Agreement will be discontinued immediately and will revert to the base rates set forth in this agreement when both of the following events have occurred: (i) rates higher than the Base Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers’ Pension Fund and (ii) the American Federation of Musicians and Employers’ Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
ARTICLE 7 - PENSION

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

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

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
ARTICLE 7 - PENSION

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

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

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
PENSION Effective on September 7, 2019, the Employer will contribute 11.99% (110% of the total pre-Rehab Update contribution rate) of scale wages for each musician to the American Federation of Musicians and Employers Pension Fund (AFM-EPF), inclusive of all amounts required by the Fund’s Rehabilitation Plan. The fund will not consider 9.09% of these contribution payments when calculating future benefits. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.
Effective December 1, 2010, ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer’s contribution rate will be as follows:

Effective on April 1, 2011, the Employer’s contribution rate will be 6.00% for live services, and 11.99% for recorded services.

*This rate is inclusive of the 10% increase in the rate of contribution required by the Fund’s Rehabilitation Plan June 2018 Update.

9.09% of the contribution rate will not be considered when calculating future benefit payments.

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

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.
ARTICLE VII

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS PENSION FUND

Effective April 1, 2015 and continuing for the term of this agreement, the Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. Further, 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 15th, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute an amount equal to 8.72% of the gross wages of each Musician to the American Federation of Musicians and Employers Pension Fund ("AFM-EP Fund") for the period 4/1/18-3/31/21.

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 each pension contribution.

The check and remittance information shall be transmitted to Local 2-197, AFM for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

If the Employer contracts out work covered by this Agreement, the Employer’s obligation under this clause is to either pay the 8.72% pension contribution on the gross wages of the Musicians directly to the AFM-EPF, or to transmit or 8.72% pension contribution on the gross wages of the Musicians to the Contractor for transmittal of the funds to AFM-EPF for each of the Musicians. If the Employer elects the latter procedure for payment of the 8.72% pension contribution, the Employer is not the guarantor of payment, provided the Employer clearly identifies on the payment check to the Contractor which funds are to be transmitted to AFM-EPF and a copy of the invoice sent to the Union.
SECTION III

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

Cathedral Concerts agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. Cathedral Concerts adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, under this Agreement, and further agrees to contribute to such Fund on behalf of the musicians engaged by Cathedral Concerts, an amount equal to 5.45% of wages earned for live performance and/or rehearsal, and 10.9% for all recordings and broadcasts beginning with April 30, 2016—May 1, 2020.

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 contributions.

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.
Pension Contribution for live performances and rehearsals: 5% of scale wages. Also applies to payments for doubling and premium pay. Pension is not paid on cartage, parking, food, per diem, lodging, or mileage.

Pension Contribution for recordings and broadcasts: 10% of wages, set by applicable AFM contract
AFMEP Fund.

The Symphony agrees to be bound by the terms and conditions of the Agreement & Declaration of Trust establishing the American Federation of Musicians and Employer’s Pension Fund (the “AFMEP Fund” or “Fund”), as it may be amended from time to time, which is incorporated herein by reference. The Symphony shall continue making contributions to the AFMEP Fund on behalf of each tenure track/tenured musician. For the term of this Agreement the contribution shall be five percent (5%) of scale wages, plus any amount that is required by supplemental agreement between the parties, reflecting amendments to the AFMEP Fund Agreement and Declaration of Trust. The May 27, 2010 Supplemental Agreement between the Symphony and the Union (set forth in the appendix and incorporated herein) shall continue in effect during the term of this Agreement unless and until it is earlier terminated in accordance with its terms. Scale wage is defined as Main Season salary and Summer Week pay. Contributions are due no later than the month following the month in which the service for which contributions are due was performed.

Defined Contribution Pension Plan.

AFMEP1144
V. Article 7: The most recent update to the AFM-EPF rehabilitation plan (June, 2018) requires a 10% increase in employer contributions, such additional contributions to be unallocated. I.e., the amount of such increases will inure to the plan itself and not to a musicians’ “account.”

Explanatory note: While the AFM-EPF has notified all participant employers of this amendment to the rehabilitation plan, the specific mechanics as relates to Orchestra of St. Luke’s is as follows. The base contribution rate is currently 16%. Local 802 does not propose an increase in that rate. The Rehabilitation Plan of 2010 called for an employer contribution increase of 9%. (16 x 1.09 = 17.44) Current contribution rate is thus 17.44%. The June 2018 amendment calls for a 10% increase, this increase to be unallocated. (17.44 x 1.1 = 19.18, including standard rounding). Thus, the new pension contribution rate shall be 19.18%, as set forth by the AFM-EPF Rehabilitation Plan of 2010, as amended in 2018.
B.4.3 Pension Plan

If a Musician’s full-time start date was prior to June 30, 2007, the Society shall contribute 11.99% of the individual Musician’s Guaranteed Annual Salary and Overseal into the American Federation of Musicians and Employers’ Pension Fund.

If a Musician’s full-time start date was after June 30, 2007, the Society shall contribute 8.39% of the individual Musician’s Guaranteed Annual Salary and Overseal into the American Federation of Musicians and Employers’ Pension Fund.

The Fund will not calculate 9.09% of these contribution payments when calculating future benefits.

If, because of changes to the Rehabilitation Plan, the Fund requires contributions that are less than these amounts, the Society shall be entitled to reduce the contribution rates.

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

Contributions to the AFM-EP Fund on behalf of Extras and Substitutes shall be made as set forth in Section C.5.1.d.
Article 10. PENSION AND SUPPLEMENTAL RETIREMENT PLANS

10.01 American Federation of Musicians and Employers’ Pension Fund (AFM-EPF)

A. The Employer shall contribute the percentages set forth below for the periods indicated of all staff musicians’ earnings of whatever nature covered by the Agreement to the American Federation of Musicians and Employees’ Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as hereafter or hereinafter 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.

B. Effective September 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:

C. Effective on the Effective Date, the Employer’s contribution rate will be 4.6325%
A. The Employer shall contribute the percentages set forth below for the periods indicated of all staff musicians' earnings of whatever nature covered by the Agreement to the American Federation of Musicians and Employees' Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as heretofore or hereafter 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.

B. Effective on the effective date of this Agreement, September 1, 2019, the Employer’s contribution rate will be 5.0958% in accordance with the Update to Rehabilitation Plan of June 2018 adopted by the Fund’s Board of Trustees.

C. All new staff musicians shall receive a current AFM-EPF plan booklet during the first month of their employment. Each musician shall be offered the opportunity to fill out a new beneficiary card at the beginning of each season.

D. The Federation and the Trustees of the AFM-EPF, or either of them, shall have the right to enforce the provisions of this Section 10.01.

E. Scale wages referred to in Article 9.1.(c) in the AFM-EPF Trust Agreement are based on all wages paid for musical performances and services. These include but are not limited to any wages paid for:
   1. Base salary
   2. Seniority payments
   3. Doubling
   4. Over scale for titled players (principal and assistant/associate)
   5. Individually negotiated over scale payments (merit pay)
   6. Overtime
   7. Audition pay
   8. Move-up pay
   9. Pay for recordings or broadcasts
   10. Pay for solo concertos
   11. Extra pay for playing in a small ensemble on a regular service
   12. Pay for extra services

F. Payments which are not considered scale wages include:
   1. Other group health care benefit payments
   2. Long-term disability benefits
   3. Parking
   4. Temperature pay
   5. Cartage
   6. Per Diem
   7. Mileage
Q. **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 will contribute 11.99%, 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.

R. **Payment:** Payment for all Services shall be made by personal delivery or through the U. S. Postal Service postmarked within ten working days of each Performance. Wages and/or other compensation not paid within this time period shall be subject to liquidated damages of 5% of the amount due plus an additional 5% for each additional 15-day period that the payments are late. Payment for contributions to the AFMEPF shall be made by the 15th day of the month following each Performance. Contributions to this Fund not paid within this time period shall be subject to liquidated damages of 20% of the amount due plus an additional 20% for each additional month the payments are late. The Executive Board of the Local may approve an extension of these time limits for good cause.
25. **PENSION**

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

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

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

(B) Alternative pension arrangements may be mutually agreed to by the Union and the Employer during the term of this Agreement.
1. Effective June 1, 2010, the Employer will increase its contribution rate to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) as follows:

(a) Effective June 1, 2010, the Employer’s contribution rate will increase from 10% to 10.4%.

(b) Effective April 1, 2011, the Employer’s contribution rate will increase from 10% to 10.9%.
A. PENSION

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

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

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

1. Effective June 1, 2010, the EMPLOYER will increase its contribution rate to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) as follows:
   a) Effective June 1, 2010, the EMPLOYER’S contribution rate will increase from 10% to 10.4%.
   b) Effective April 1, 2011, the EMPLOYER’S contribution rate will increase from 10% to 10.9%.

2. The EMPLOYER’S increased contribution rates set forth in Section 1 of this Supplemental Agreement shall apply only for the period required to satisfy the “Rehabilitation Plan” adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”) pursuant to the Pension Protection Act of 2006 (“PPA”) and other applicable law.
• Effective June 1, 2010 (or on the adoption date, if later), the Employer’s contribution rate under each Agreement will increase by 4%.

• Effective April 1, 2011 (or on the adoption date, if later) the Employer’s contribution rate under each Agreement will increase by 9%.

All remaining provisions of the Agreements remain in effect to the extent they are consistent with the 2010 Rehabilitation Plan, which is incorporated by reference into the Agreements.
The agreement between AFM Local 47 and SAN GABRIEL VALLEY MUSIC THEATRE INC with a renewed duration of 5/30/20 to 11/30/2020 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 11.99% of scale wages for all work on or after 11/28/2020, 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

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

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

Effective on the Effective Date, the Employer’s contribution rate will be 5.45%.

Effective on 10/1/2016, the Employer’s contribution rate will be 6%.

Effective on 10/1/2017, the Employer’s contribution rate will be 7%.

Effective on 10/1/2018, the employer will contribute 7.7% (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund’s Rehabilitation plan.
**Pension Fund** – The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. Association agrees to pay an amount equal to the following percentages as specified herein for each year of this Agreement on all payments (including wages, premiums, doubling, and overtime) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts. Effective June 1, 2010 ("Effective Date"), Association will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer’s contribution rate will be as follows:

Effective on April 1, 2011, Association’s contribution rate is sixteen point thirty-five percent (16.35%).

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to fifteen percent (15%) when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers’ Pension Fund and (ii) the American Federation of Musicians and Employers’ Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
4.6 **Pension Fund** – The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. Association agrees to pay an amount equal to the following percentages as specified herein for each year of this Agreement on all payments (including wages, premiums, doubling, and overtime) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts. Effective June 1, 2010 ("Effective Date"), Association will contribute to the American Federation of Musicians and Employers’ Pension Fund (the "Fund") in accordance with the contribution schedule and subsequent updates of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

Effective on July 1, 2019, Association’s contribution rate is seventeen point ninety-nine percent (17.99%).

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to fifteen percent (15%) when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
4. Pension Fund.
   Effective August 1, 2014 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer’s contribution rate will be as follows:
   Effective August 1, 2014, Employer’s contribution rate will be 4.36%.
   Effective August 1, 2018, Employer’s contribution rate will be 5%.
   The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth [cross-reference the rates that will be used instead] (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers’ Pension Fund and (ii) the American Federation of Musicians and Employers’ Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
4. Pension Fund.
   Effective August 1, 2014 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer’s contribution rate will be as follows:
   Effective August 1, 2014, Employer’s contribution rate will be 4.36%.
   Effective August 1, 2018, Employer’s contribution rate will be 5%.
   The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth [cross-reference the rates that will be used instead] (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers’ Pension Fund and (ii) the American Federation of Musicians and Employers’ Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
B. PENSION

1. During the contract year, Management shall contribute a percentage of the Contracted Musicians’ gross base salary, including step-up, overtime, doubling and extra services, to the American Federation of Musicians Employers’ Pension Fund effective as of the date (or dates) set forth in this Agreement.

2. The Association adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the AFM Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Association’s contribution shall be:

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

1. During the contract year, Management shall contribute a percentage of the Contracted Musicians’ gross base salary, including step-up, overtime, doubling and extra services, to the American Federation of Musicians Employers’ Pension Fund effective as of the date (or dates) set forth in this Agreement.

2. The Association adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the AFM Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Association’s contribution shall be:

The Employer will contribute 9.59% (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund’s Rehabilitation plan, from July 1, 2019 to June 30, 2024.
| 711814002 | SAVANT PRODUCTIONS LCL 7 CBA REHAB 2 |

AFM PENSION: The 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 Employers’ Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the Producer, an amount equal to 16.79% of scale wages earned by said musicians, 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.

Payment shall be made by separate check, payable to AFM-EPF, to be received by the Union within 14 business days of the final performance of an engagement performed under the terms of this Agreement.
2) **Article IV—Pension**

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

A. Effective September 1, 2015, the School shall contribute to the American Federation of Musicians and Employers' Pension Fund ("Pension Fund") at the minimal rate set by the Plan Administrator pursuant to the Rehabilitation Plan Schedule. That rate is currently 10.9% of each eligible P/T Faculty Member's gross School pay as defined in paragraphs B and C below.

B. Eligibility: Contributions to the Pension Fund shall not be made by the School on behalf of a P/T Faculty Member until he/she has taught, in each academic term of one (1) academic year, as a part-time classroom faculty teacher in the School and/or in connection with the School's private lessons. Once a P/T Faculty Member has established such eligibility, contributions to the Pension Fund shall be made by the School, on his/her behalf, on the basis of his/her future School earnings in accordance with the provisions of paragraph C below.

C. Gross Pay: For purposes of this Article, an eligible P/T Faculty Member's gross pay shall consist of his/her School earnings derived from part-time classroom teaching in the School and private lessons taught pursuant to the School. It also shall include a P/T Faculty Member's earnings from services as provided for, respectively, in Article XXIV ("Compensation"), Sections J through L, and from Committee Service as provided for in Article XII.

D. All contributions to the Pension Fund shall be made by check payable to "The American Federation of Musicians and Employers' Pension Fund" and shall be accompanied by a remittance form identifying, for each P/T Faculty Member for whom a contribution is made, the name, social security number, date(s) for which the contribution is based and wages on which pension is paid. The check and remittance form shall be transmitted to Local 802 for transmittal to the Fund within thirty (30) days of the payment to the P/T Faculty Member for services rendered during the period covered by the payment.

E. The School shall be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund, as may be amended from time to time, which is incorporated by reference into this Agreement. The Employer agrees to adopt the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees on April 18, 2010, including all contribution schedules, which is incorporated herein by reference.
ARTICLE XXVI: PENSION

A. Effective September 1, 2015, the School shall contribute to The American Federation of Musicians and Employers’ Pension Fund (“Pension Fund”) at the minimal rate set by the Plan Administrator pursuant to the Rehabilitation Plan Schedule. That rate is currently 10.9% of each eligible P/T Faculty Member’s gross School pay as defined in paragraphs B and C below.

B. Eligibility: Contributions to the Pension Fund shall not be made by the School on behalf of a P/T Faculty Member until he/she has taught, in each academic term of one (1) academic year, as a part-time classroom faculty teacher in the School and/or in connection with the School’s private lessons. Once a P/T Faculty Member has established such eligibility, contributions to the Pension Fund shall be made by the School, on his/her behalf, on the basis of his/her future School earnings in accordance with the provisions of paragraph C below.

C. Gross Pay: For purposes of this Article, an eligible P/T Faculty Member’s gross pay shall consist of his/her School earnings derived from part-time classroom teaching in the School and private lessons taught pursuant to the School. It also shall include a P/T Faculty Member’s earnings from services as provided for, respectively, in Article XXIV (“Compensation”), Sections Jthrough L, and from Committee Service as provided for in Article XII.

D. All contributions to the Pension Fund shall be made by check payable to “The American Federation of Musicians and Employers’ Pension Fund” and shall be accompanied by a remittance form identifying, for each P/T Faculty Member for whom a contribution is made, the name, social security number, date(s) for which the contribution is based and wages on which pension is paid. The check and remittance form shall be transmitted to Local 802 for transmittal to the Fund within thirty (30) days of the payment to the P/T Faculty Member for services rendered during the period covered by the payment.

E. The School shall be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers’ Pension Fund, as may be amended from time to time, which is incorporated by reference into this Agreement. The Employer agrees to adopt the American Federation of Musicians and Employers’ Pension Fund Rehabilitation Plan adopted by the Board of Trustees on April 15, 2010, including all contribution schedules, which is incorporated herein by reference.
| 955645001 | SEA SYMPHONY CBA |

Pension payment of 4.36% will be made for the period of the agreement (employer contribution)
5.3 Pension payments of 4.79% will be made for the period of the agreement (employer contribution).
PENSION - The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND for the duration of this Agreement an amount equal to twelve percent (12%) \[13.08\%\] in accordance with the AFM-EP Fund Rehabilitation Plan of the gross weekly pay 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. 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.
3. PENSION

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

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

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

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

Exhibit B shall be amended to reflect that the pension contribution rate shall increase from 10% to 11%. The 11% pension contribution rate shall be inclusive of contributions required under the Rehabilitation Plan of the American Federation of Musicians and Employers’ Pension Fund as of December 18, 2014 ("Rehabilitation Plan"), and shall not be reduced if additional contributions are no longer required under the Rehabilitation Plan.
2. All Provisions Remain in Effect. In all respects, the provisions of the CBA shall remain in full force and effect without change except the Pension Fund contribution rate shall increase to 12.1% effective December 1, 2019 to include the increase required under the Fund's rehabilitation plan update.
ARTICLE 4 - PENSION CONTRIBUTIONS

The Employer agrees to contribute an amount equivalent to sixteen point three five percent (16.35%) of each employee(s) wages to the American Federation of Musicians and Employers' Pension Fund. The employer also agrees to honor the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, and made part of this agreement. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers’ Pension Fund" (AFM - EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom contributions are made, the musician’s name, social security number, date(s) of engagement for which benefits are paid, and scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the AFM-EPF within thirty (30) days following the end of the month in which services have been rendered and for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers’ Pension Fund, as it may be amended from time to time, which is incorporated by reference into this agreement.
The **EMPLOYER** agrees to abide by all terms and conditions of the Trust Agreement creating the American Federation of Musicians and **EMPLOYER’S** Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund.

The **EMPLOYER** specifically agrees to pay the increases in pension required under the 2010 Rehabilitation Plan, established for the term of this agreement at ten and nine-tenths percent (10.9%) of gross wages for each musician. Checks for this purpose shall be made payable to “AFM-EPF Fund” and remitted to the **UNION** monthly.
Pension: The Employer agrees to pay weekly into the American Federation of Musicians and Employers' Pension Welfare Fund an amount equal fourteen percent (14%) of the gross total earnings each week (including vacation pay) of each musician. A check in the proper amount and made payable to AFM-EP Fund, accompanied by a complete payroll, shall be mailed to the Pension Office Headquarters and a copy of the check and payroll to Union.

(a) Pension Rehabilitation Plan: Effective January 1, 2015 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated herein by reference. Specifically, the Employer’s contribution rate will be 15.26%.

(b) The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the Collective Bargaining Agreement (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.
10.12 Pension – On behalf of each musician who has executed an individual employment contract with the SSO (core or contracted per service) covered under this Agreement, the SSO shall contribute to the American Federation of Musicians and Employees’ Pension Funds (AFMEPF) an additional amount equal to 5.45% of their wages earned under this Agreement. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth each contracted 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 made no later than 30 days after the service has been paid. As a contributing employer to the AFM-EPF, the SSO agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the AFM-EPF.
The agreement between AFM Local 116 and SHREVEPORT SYMPHONY ORCHESTRA with a renewed duration of 7/1/2020 to 6/13/2021 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 5.995% for live performances and local broadcasts as of 12/29/2020 for all covered work occurring thereafter, 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.
XXVIII PENSION BENEFIT AND COVERAGE

The Employer agrees that all local musicians employed during the term of this Agreement shall be covered under the American Federation of Musicians-Employers’ Welfare Benefit Fund to the extent of eleven percent (11%), which includes all rehab obligations, across-the-board coverage on all their earnings and salaries for the entire term of this agreement. It is understood that payment for pension coverage shall be made to the A.F. of M.-E.P. Fund directly by the local contractor on separate checks from those issued to the local musicians for salary payment and delivered to the Union.
VI. **PENSION**

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 1 April 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The Employer specifically agrees to pay the increases in pension contribution required under the 2010 Rehabilitation Plan and the June 2018 Update to the Rehabilitation Plan at the following rate for each musician covered by this Agreement. After 1 August 2018, this rate will be 13.19% of contract earnings.

In the event that the pension contribution required to be paid hereunder changes from the specific percentages set out herein, the Employer will pay such pension contribution at the revised percentage established hereunder; provide that, the minimum pension contribution to be paid by the Employer hereunder shall not be less than 11%.

The rates set forth in this section will be discontinued immediately and will revert to 11% if 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.

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

1. Employer shall contribute to the American Federation of Musicians & Employer’s Pension Fund ("AFM-EPF"), for the benefit of its employees, a pension contribution in the amount of 11.1725% (the collective bargaining rate of 10.25% plus the 9% imposed as part of the rehabilitation plan) of gross scale wages (including overtime, mileage, doubling, rehearsals, preheats), and excluding cartage and parking. To the extent that the amount set by the rehabilitation plan is reduced, then the pension contribution rate shall be reduced commensurately.

2. Nothing contained in this Article V shall require Employer to make pension contributions to the AFM-EPF for employees covered hereunder in the event Employer is compelled to make similar pension contributions (in an amount that is equal to or greater than the amount required by this Agreement) for the benefit of the same employees for the same engagement(s) to a fund or plan maintained or operated by another local of the AFM as a conduit through which pension contributions are made to the AFM-EPF. In the event that the contributions, if any, that Employer is thus compelled to make to or through a plan maintained and operated by another local of the AFM are less than the pension contributions required to be made pursuant to this Article V, Employer shall contribute the difference to the AFM-EPF.

3. All pension contributions required to be remitted by this Article V shall be made no later than thirty (30) days after the end of the month in which the engagement for which such contributions are due occurred. Consistent with past practice, pension contributions shall be deemed remitted the day sent by the Employer.
Pension Contributions: The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall contribute 11.99% of scale wages, which includes all required additional contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) on behalf of each musician employed. To view governing Fund documents and Rehabilitation Plan, including an explanation of how pension contribution payments affect future benefit amounts, visit http://afm-epf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf.

Dues and Benefits Payments: Payment of work dues and of contributions to the AFM-EPF and the Health and Welfare Fund shall be made not later than the 15th day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Executive Board of the Local.