

MASTER AGREEMENT

ARTICLE I PARTIES, TERM, AND APPLICABILITY

- A. **Parties:** This Collective Bargaining Agreement (the "Agreement") is entered into between the LOS ANGELES ORCHESTRA LEADERS' ASSOCIATION and its constituent employer members (jointly and severally the "Employer") and the PROFESSIONAL MUSICIANS, Local 47, American Federation of Musicians (the "Local").
- B. **Term:** This Agreement shall be in effect during the period from January 1, 2013 through December 31, 2013, and from calendar Year to Year thereafter unless written notice is given by either party to the other of its desire to terminate or modify the Agreement as provided in 29 USC §158(d).
- C. **Local Engagements:** This Agreement shall apply to all services performed by musicians for the Employer which are performed, supplied, or contracted by the Employer within the geographical jurisdiction of the Local for which the Employer has contracted after the effective date of this Agreement. **The Employer shall notify each musician at the time of offer of employment that the musician is working under the Los Angeles Orchestra Leaders Agreement, and not for Local 47 Book Scale.**

ARTICLE II RELATIONSHIP OF THE PARTIES

- A. **Recognition:** The Employer recognizes the Local as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of the musicians covered by this Agreement.
- B. **Union Membership:** Any Musician who is a member of the Local on the effective date of this Agreement or who becomes a member of the Local during the term of this Agreement shall, as a condition of employment, remain a member in good standing of the Local as that term is defined in applicable federal law. Any Musician who, on the effective date of this agreement, is not a member of the Local shall, no later than the 30th day after the effective date of this agreement, become, and remain, a member in good standing of the Local as that term is defined in applicable federal law. Any Musician hired by the Employer after the effective date of this Agreement shall, as a condition of employment, become a member in good standing of the Local, as that term is defined in applicable federal law, no later than the 30th day following the date of his first service for the Employer. Nothing contained herein shall, however, require the Employer to discharge or in any way discriminate against any employee who has been denied membership or has had his/her membership in the Local terminated for any reason other than the failure of such employee to tender the periodic dues and initiation fees uniformly

required as a condition of acquiring or retaining membership.

- C. **Dues Check-off:** The Employer shall deduct from the compensation of each musician the uniformly required Work Dues of the Local, and shall transmit such deducted sums to the Local no later than the 15th day of the month following the month in which the sums have been deducted.
- D. **Conflict of Duties:** Nothing in this Agreement shall be construed as to interfere with the obligations owed by musicians engaged by the Employer to the Local or to the American Federation of Musicians.
- E. **Access:** Representatives of the Local shall have access to the place of any service (except private residences) for the purpose of conferring with the musicians and of enforcing the provisions of this Agreement. Such representatives shall be appropriately attired, shall remain off stage unless the conduct of business requires otherwise, and shall leave their business cards with or for the Leader with the date and time of their appearance noted together with their signature.
- F. **Employer's Status:** Nothing in this Agreement shall require the Employer (if an individual) or any officer or majority stockholder of the Employer (if incorporated) to join or remain a member of the Local or any other labor organization as a condition of performing musical services.
- G. **Local's Obligation to Inform:** The Local shall promulgate the scales and conditions established by this Agreement to all of its members through its regular monthly publication, and make every effort to see that its officers and employees exercise due care to quote these scales and conditions to any members making inquiry regarding the applicable scale for Services covered by this Agreement.
- H. **Non-Discrimination:** The Employer and the Local shall comply with all applicable local, State, and Federal non-discrimination laws. Further, the Employer shall not discriminate against any musician as to employment because of race, religion, sex, age, national origin, ethnic background, political affiliation, union activities, sexual orientation, physical or mental disability, nor for any consideration not related to the employee's competence to perform the duties of a musician.

ARTICLE III EMPLOYER'S RIGHTS

- A. **Control:** The Employer shall retain all rights to manage and operate its business, except as may be limited by express provision of this Agreement. The Employer's prerogatives shall include, but not be limited to, the right to hire, promote, discharge or discipline, to maintain discipline and efficiency of Employees, to determine the type of performance to be done, to manage its business generally, to decide all instruments and equipment to be used, to decide its

production—type and amount—to be performed, to determine the process of production and/or performance together with composition, arrangement, and control of materials and products, to decide the method and place of performance and operation, the schedule of performance, the location of performance, the method, processes, and means of performance.

- B. **Discharge:** The employer shall have the right to discharge a musician during an engagement for just cause involving flagrant, willful and/or malicious behavior at the engagement detrimental to the Employer and/or its professional relationship with a purchaser of its service, including, but not limited to, intoxication seriously impeding the musician's ability to perform the engagement, possession or delivery of a controlled substance during the engagement, assault and/or bodily injury to anyone at an engagement, or destruction or damage to property belonging to the Employer or to anyone attending or involved in the engagement.

ARTICLE IV NOTICE

- A. **Notification to Musicians:** The Employer shall advise all musicians, at the time they are engaged, of the nature, time, place, minimum duration, and wages to be paid for each engagement.
- B. **Disengagement:** Except as provided in §XVIII-A, a musician once engaged shall not be disengaged except by mutual consent, provided that the Employer shall have the right to disengage the musicians by giving reasonable notice, at least 24 hours prior to the scheduled starting time, if an engagement is canceled by a purchaser. In the event of such a cancellation, the Employer shall distribute to the affected musicians any advance deposit from the purchaser for the engagement, less nominal office expenses connected with the engagement.
- C. **Substitutes:** A musician accepting an engagement must personally fulfill said engagement unless the Employer agrees to the sending of a substitute. A musician may, however, send a substitute without prior notice in the case of illness or accident providing the musician has made reasonable attempts to notify the Employer and has not been able to do so. The Employer shall have the right to require a doctor's written statement to verify illness or injury.
- D. **Reporting Engagements:** The Employer or its designee shall report all engagements in advance to the Local 47 office. Last-minute engagements may be phoned in to the Local during office hours or the information left on the voice-mail of the after-hours number (323-993-3150) and confirmed the following day. The information to be reported shall include the type of engagement, the place, date(s), and hours of the engagement, the name of the Leader and/or Contractor, and the number of musicians to be employed.
- E. **Steward Report:** The Employer or its designee shall file a Steward Report for all engagements within 15 business days

following the engagement on a form approved by the Local. Such form shall include information necessary for the proper calculation of work dues and for verifying the proper contributions to the AFM-EPF and the Professional Musicians, Local 47, and Employers' Health and Welfare Fund.

ARTICLE V SIDEMUSICIANS' BASE SCALES

A. REHEARSALS

1. Except as otherwise provided in this Article, the minimum rate of pay for a Sidemusician ("Base Scale") for a rehearsal shall be as set forth in the table below for the applicable Year. Overtime shall be calculated in segments of one-half hour or fraction thereof.

2½-hour Basic Call	\$128
2½-hour Basic Call - Major Venue	\$160
½-hour overtime—1st hr.	\$27
½-hour overtime—after 1st hr.	\$40

2. There shall be a 20-minute intermission during the Basic Call (beginning no later than 75 minutes after starting time), plus five additional minutes for each ½ hour of overtime.
3. The Base Scale for any rehearsal which ends less than one hour prior to the start of a performance shall be increased by \$19.00.
4. A Sound Check of not more than 30 minutes may be added, starting not earlier than two (2) hours prior to the Performance. The Base Scale for the Sound Check shall be \$34.00.

B. DANCE ENGAGEMENTS

1. The Base Scale for a Dance Engagement shall be as set forth in the table below. A 3-hour minimum call shall apply on Sunday through Thursday Nights and a 4-hour minimum call on Friday and Saturday Nights. All time shall be calculated in segments of one-half hour or fraction thereof.

3-hour Basic Call	\$143
4-hour Basic Call	\$182
Per ½-hour of overtime	\$35

2. Intermission time shall be a total of 15 minutes for each hour of the engagement.
3. When one or more incidental acts are performed during a Dance Engagement, the Base Scale for each musician required to be on the stand during these acts shall be increased by \$24.00. A talk-over rehearsal shall be permitted during the hours of the engagement provided that the rules regarding intermissions are observed. The

playing of any instrument on a talk-over rehearsal shall reclassify the engagement as a Special Show/Rehearsal Combination, subject to the scales and conditions applicable to the same set forth *infra*.

C. SPECIAL SHOW/REHEARSAL COMBINATIONS

1. The Base Scale for a Special Show/Rehearsal Combination for a time span of not more than eight hours containing a performance of not more than three hours (which may include dance, listening, or background music in addition to the show) and a rehearsal of not more than two hours ending not later than one hour prior to the start of the performance shall be as set forth in the table below. The Base Scale for performance time beyond three hours and/or for rehearsal time beyond two hours shall be as set forth in the table.

8-hour Basic Call	\$236
Per ½-hour after 3-hr. performance	\$34
Per ½-hour after 2-hr. rehearsal	\$33

2. No skeleton rehearsals shall be allowed, and the Base Scale for all musicians who perform the show portion of the performance shall be as provided in this Section. The Base Scale for musicians who do not perform the show portion of the performance shall be that set forth *supra* for Dance Engagements.
3. Intermission time shall be a total of 15 minutes for each hour of the engagement.

D. SHORT DAYTIME ENGAGEMENTS

1. The Base Scale for cocktail hours, tea dances, fashion shows, style shows, background music, and market and store openings which take place between the hours of 8:00 A.M. and 8:00 P.M. shall be \$128 for a 2½-hour minimum call.
2. The Base Scale for any daytime engagement included in this classification which exceeds 2½ hours or extends beyond 8:00 P.M. shall be identical with that set forth *supra* for Dance Engagements.
3. Intermission time shall be a total of 15 minutes for each hour of the engagement.

E. SHOWS

1. The Base Scale for variety shows, musical comedy, vaudeville, industrial shows (including revues, automobile shows, home shows, sportsman shows, hobby shows, etc.), ice shows (including ice revues, ice ballet, skating exhibitions, etc.), circuses, aquacades, carnivals, pageants, fairs, rodeos, and similar engagements shall be as set forth in the following table.

3-hour Basic Call	\$184
Per ½-hour of overtime	\$47

2. A 15-minute intermission shall be allowed during any Show which exceeds one hour in length.

F. MAJOR SHOWS

1. The Base Scale for Shows held at Blockbuster Pavilion, Dodger Stadium, ELAC Stadium, Forum, Greek Theatre, Hollywood Bowl, Hollywood Park, Los Angeles Coliseum, Los Angeles Convention Center, Mount San Antonio Stadium, Pauley Pavilion, Rose Bowl, Santa Anita, Shrine Auditorium, Sports Arena, Staples Center, Pantages Theatre, Ahmanson, Music Center, Kodak Theatre and Universal Amphitheatre shall be as set forth in the following table (unless the Show takes place in a subdivided area of not more than 50% of the total seating capacity). Provided, however, that in the event an existing collective bargaining agreement between the Local and an employer covers musical services to be performed at any of the foregoing venues, then, and only in the event the base scale wages and benefit contribution levels set forth in such collective bargaining agreement are greater than the base scale wages and benefit contribution levels set forth in the Agreement for the covered musical services, the base scale wages and benefit contribution levels in such collective bargaining agreement shall apply to any musical services performed at such venue. Provided, further, that all other terms and conditions set forth in the Agreement shall apply to such services.

Classical/Pops: 2½-hour Basic Call	\$245
Per ½-hour of overtime	\$49
All other performances: 3-hour Basic Call	\$229

2. Intermission time shall be a total of 15 minutes for each hour of the engagement.

G. JAZZ CONCERTS & PARK CONCERTS

1. The Base Scale—together with the Base Scale for a guest soloist—for Jazz Concerts and Park Concerts shall be as set forth in the table below. For Jazz Concerts and Park Concerts, overtime shall be calculated in segments of one-quarter hour or fraction thereof.

2-hour Basic Call	\$137
Per ½ -hour of overtime	\$35
Guest Soloist	\$171

2. Each performance shall contain intermissions totaling at least 15 minutes.

H. SPORTS EVENTS

1. The Base Scale for Sports Events, including football, baseball, basketball, hockey, track-meet, etc., shall be \$171 for a 4-hour Basic Call. The Base Scale for overtime shall be \$33 per ½ hour of overtime.

2. Each musician individually shall be allowed time away from the bandstand during each hour of the engagement consistent with the reasonable requirements of the job and of the comfort and needs of the musician.

I. CATALINA ISLAND

The Base Scale for any engagements at Catalina Island shall be 150% of the applicable Base Scale set forth in §V-A through §V-H. Round-trip transportation and meal and lodging allowances shall also be paid for engagements at Catalina Island.

J. RIGHT TO USE “BOOK” SCALES

The Employer, at its sole option, shall have the right to employ musicians for any engagement under the provisions for wages and benefits appropriate to that engagement set forth in the then-current Local’s book of *Wage Scales and Rules & Regulations covering Live Engagements and Music Preparation*. Exercise of this option shall not constitute a waiver of any of the other terms and conditions of this Agreement, nor shall it be construed in any way as to obligate the Employer to use any provisions for wages and benefits set forth in the book of *Wage Scales and Rules & Regulations covering Live Engagements and Music Preparation* for any other engagement.

K. SPECIAL SITUATIONS

The Employer shall have the right to meet with the Local to discuss any engagement (or set of inter-related engagements) for which unusual conditions or circumstances might warrant scales and/or conditions other than those set forth in this Agreement. Should the Local reach agreement for such special scales and/or conditions, it is explicitly understood that the latter shall apply only to that specific engagement or engagements, and shall not set any precedent for any other engagement.

ARTICLE VI LEADERS AND CONTRACTORS

- A. **Leaders:** Every engagement shall have a Leader who is present throughout the entire engagement and who shall be responsible for the enforcement of proper intermissions and other working conditions. On engagements employing fewer than 13 musicians, Leader’s scale shall be 150% of Base Scale. On engagements employing from 13 to 30 musicians, Leader’s scale shall be double Base Scale. On engagements employing more than 30 musicians, Leader’s scale shall be 250% of Base Scale.
- B. **Contractors:** Every engagement may have a Contractor in addition to the Leader who may, at the option of the Employer, assume any or all of the duties of the Leader. Every engagement employing 18 or more musicians must have a Contractor in addition to the Leader. Base scale for a playing Contractor shall be the same as Leader’s scale for the engagement. Base scale for a non-playing Contractor

shall be 150% of Base Scale for engagements employing fewer than 31 musicians and double Base Scale for engagements employing more than 30 musicians.

- C. **Pre-Engagement Performances:** A musician called to perform alone immediately prior to an engagement shall receive Leader’s scale for such additional time with a ½-hour minimum. If more than one musician is called, one shall receive Leader’s scale.
- D. **Employer Performing:** The Employer individually (if unincorporated) or any officer or majority stockholder of the Employer (if incorporated) shall have the right to perform as a musician on any engagement, including assuming the role of Leader or Contractor for the engagement. In such event, the Employer shall not be obligated to employ a bargaining unit musician to fill the role thus assumed.

ARTICLE VII PREMIUM TIME

- A. **Playing Time:** The hours of any engagement, including any additional time, must be consecutive. If there is a break in the playing of an engagement, scale shall be calculated based on the total time from the beginning of the engagement to the end.
- B. **Time Spread:** On all engagements, additional scale of \$18.00 shall be paid when the working day (from time called to time dismissed) is more than eight hours but not more than ten hours, of \$23.00 when the working day is more than ten hours but not more than 12 hours, and of \$33.00 when the working day is more than 12 hours.
- C. **Late Dance Engagements:** On any Dance Engagement which starts between the hours of 10:01 p.m. and midnight, the base scale shall be increased by \$17.00. On any Dance Engagement which starts between the hours of 12:01 a.m. and 7:00 a.m., the base scale shall be increased by \$25.00.
- D. **New Year’s Eve:** The scale for engagements on New Year’s Eve (including overtime) shall be double the applicable rate for a Saturday Night engagement.
- E. **Continuous Music:** Intermission time as set forth shall be required unless the musicians have been advised prior to the engagement that the engagement involves continuous music, in which case the base scale shall be increased by 25% for each hour of continuous music. Each hour of continuous music must include a non-cumulative 5-minute intermission for each musician individually.

ARTICLE VIII OTHER COMPENSATION

- A. **Over-scale Musicians:** All wage scales stated in this Agreement are guaranteed minimums. Nothing stated in this Agreement shall be so construed as to prohibit any musician from negotiating for higher wages nor as to prohibit the Employer from agreeing to the same.
- B. **Music Performance Fund Engagements:** The provisions of §X-A notwithstanding, the minimum scales provided in this Agreement shall—in compliance with the regulations of the Recording Industries’ Music Performance Fund and the Film Fund Trust Fund—apply to any Services paid by those Funds. A list of all engagements during a

month funded by those Funds under the administration of the Local shall be made available to the Employer at the Local office the following month.

- C. **Tips:** Tips shall not be construed as constituting any portion of the wages due, and must be divided equally among all musicians on the engagement.
- D. **Attire:** Musicians shall be required to furnish their own normal casual engagement wear, including tuxedos, suits, jackets, and Hawaiian shirts (and comparable attire for women), at their own expense. A musician who is required to wear any other type of costume shall be paid a premium of \$15.00 additional scale per performance.
- E. **Make-up:** A musician required to wear costume make-up shall be paid a premium of \$15.00 additional scale per performance.
- F. **Parking:** Musicians shall be reimbursed for reasonable parking fees (not to exceed \$15.00) where parking is not furnished or reasonably available—free of charge—at or near the location of the engagement.
- G. **Strolling:** Unless a musician or group is engaged for strolling only, Side musicians strolling on an engagement in excess of 20 minutes shall be paid a premium of \$18.00 additional scale. Leaders shall be paid a premium for such strolling of \$21.00 additional scale.
- H. **Moves:** Musicians required to move from one room to another during an engagement (other than an adjacent location) shall be paid a premium of \$15.00 additional scale for each room change. Leaders shall be paid a premium for such room changes of \$21.00 additional scale. The time required for room changes shall not be counted against intermission time.

ARTICLE IX DOUBLING

- A. **Applicability:** Doubling shall apply to Shows, including Major Shows and Special Show/Rehearsal Combinations (but not to any overtime in connection with the latter which is devoted exclusively to dance, listening, or background music). Doubling shall also apply to any rehearsals in connection with a performance which requires Doubling. Doubling shall not apply to Dance Engagements (except for those with incidental acts), to Short Daytime Engagements, to Jazz Concerts & Park Concerts, nor to Sports Events.
- B. **Doubling Scales:** The scale for Doubling shall be an additional 25% of the applicable base scale for playing a second instrument and an additional 10% of the applicable base scale for each additional instrument thereafter. For an instrument which simulates the sound of bass, e.g.,

cordovox, electronic accordion, or keyboard bass, the scale shall be an additional 30% of the applicable base scale.

- C. **Transpositions:** Transposing any part written for one instrument onto another instrument to avoid the use of two different instruments shall be construed as Doubling, and the scale for Doubling shall apply.

ARTICLE X CARTAGE

- A. **Dance and Daytime Engagements:** On all Dance Engagements, including those with incidental acts, on Casual Show & Dance Engagements, and on Short Daytime Engagements, a cartage fee shall be paid for drums, keyboards (amp included), and string bass in the amount of \$25.00. For a P. A. system, a cartage fee in the amount of \$48.00 shall be paid.
- B. **Other Engagements:** For all other performances cartage shall be paid at current rates for heavy instruments shipped by common carrier. Cartage shall also apply to a rehearsal which takes place on a different day or at a different location from the performance. For a P. A. system, a cartage fee in the amount of \$48.00 shall be paid. If a musician transports any of the following instruments at the direction of the Employer, Leader, or Contractor, cartage shall be paid in accordance with the following:

\$24.00	\$10.00
harp	cello
portable keyboard	string bass
instruments*	contra bassoon
drums	contra-bass clarinet
timpani	baritone sax
vibes	bass sax
marimba	bass trombone
xylophone	tuba
bass	accordion
chimes	congas
*amp included	orchestra bells
	individual amplifier

ARTICLE XI BENEFITS

- A. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full.—The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 10.9%

- B. **Health & Welfare Contributions:** The Employer shall be bound by the *Professional Musicians, Local 47, and Employers' Health and Welfare Trust Agreement* of February 12, 1970 (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to that Health and Welfare Fund on behalf of each musician it employs in the amount of 12% of that musician's scale wages.
- C. **Documents:** The governing documents pertaining to the Funds referenced in §XI-A and §XI-B shall be available to the Employer at the office of the Local at all times during regular business hours. Copies of these documents, or any portion thereof, shall be made and furnished to the Employer at the Local's expense upon request of the latter.

ARTICLE XII ELECTRONIC MEDIA

- A. **Recording Prohibition:** No engagement nor any part thereof shall be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever in the absence of a specific written agreement with or approved in writing by the American Federation of Musicians relating to and permitting such recording, reproduction, or transmission. This prohibition shall not be subject to any procedure of arbitration, and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.
- B. **Assignability of Responsibility:** If the following conditions are met:
- the Employer individually (if unincorporated) or the majority stockholder of the Employer (if incorporated) is a member of the Local; and
 - such Employer has entered into a written agreement with a purchaser of its musical services which contains provisions binding the purchaser to the same prohibition regarding recording, reproduction, or transmission as those set forth in §XII-A of this Article; and
 - the Employer has exercised due care to enforce the provisions thereof;
- then remedy of any violation of this Article shall, at the request of the Employer, be pursued collectively against the purchaser on behalf of the Employer and of the musicians affected.

ARTICLE XIII TRANSPORTATION AND TRAVEL

- A. **Personal Autos:** A musician required to use a personal auto for transportation to an engagement 60 or more round-trip miles from the Local 47 office shall be paid at the standard mileage rate then published by the Internal Revenue Service. Musicians required to use personal autos shall be obligated to car-pool, with four musicians to be assigned per vehicle. For purposes of this calculation, each bass, amplifier, drum-set, and keyboard instrument shall each be counted as a musician traveling in the vehicle.

- B. **Mileage Calculation:** Mileage shall be calculated in accordance with the sample mileage chart based on such round-trip distances set forth in Appendix A.
- C. **Meals:** Musicians required to leave town before 12:00 noon to travel to any engagement must be provided with lunch or paid for the same. Musicians required to leave town before 5:30 p.m. must be provided with dinner or paid for same. When not provided, allowances for meals and lodging on out-of-town engagements shall be paid as follows:

Breakfast	\$12.00
Lunch	\$20.00
Dinner	\$32.00
Room	\$115.00

- D. **Travel Time:** On all engagements involving ground transportation of 60 or more round-trip miles from the Local 47 office, each musician shall receive additional payment for travel time in accordance with the following schedule:

60 to 75 miles	\$15.00	175 to 199	\$30.00
76 to 99 miles	\$18.00	200 to 224	\$33.00
100 to 124	\$21.00	225 to 249	\$36.00
125 to 149	\$24.00	250 to 274	\$39.00
150 to 174	\$27.00	275 to 299	\$42.00
Each Additional 25 Miles			\$ 9.00

- E. **Air Travel:** For air transportation, each musician shall receive additional payment for travel time at 50% of the amount set forth *supra* for ground transportation, plus reimbursement for airport parking on the grounds of the airport.

ARTICLE XIV PAYMENT

- A. **Wages:** Payment of wages shall be made not later than 15 working days following the engagement. Wages not paid within this time period shall be subject to a late payment penalty of 5% of the amount due, plus an additional 5% for each additional 15-day period that the payments are late.
- B. **Dues & Benefits:** Payment of work dues and of contributions to the AFM-EPF and the *Professional Musicians, Local 47, and Employers' 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 Board of Directors.

ARTICLE XV GRIEVANCE PROCEDURE

- A. **Scope of Grievances:** Except as provided in §XII-A, a Grievance shall include any claim, controversy, or

dispute arising out of this Agreement in regard to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reasons, including the arbitrability of any dispute arising between the parties.

- B. **Initiation of Grievances:** All Grievances shall be resolved by the procedures set forth in this Article. To initiate the Grievance procedure, the Employer or the Local, or an affected musician through the Local, shall file a written statement with the other party within 30 days of the events on which the Grievance is based, setting forth the nature of the Grievance and all pertinent information needed to understand the claim, controversy, or dispute.
- C. **Informal Conference:** At the request of the party against whom the Grievance has been filed, representatives of the Employer and the Local shall meet within ten business days of the filing of the Grievance and attempt to settle the Grievance in an informal conference at which either party may bring up to three people as representatives. If no settlement is reached, either party may request that the Grievance be submitted to arbitration by serving written notice to the other party within ten business days following the date of the informal conference, or 20 business days following the filing of the Grievance if no informal conference has been requested. Unless either party has notified the other in writing of any changes in its address, a notice mailed to the last address on record shall be deemed adequate notice of request for arbitration.
- D. **Choice of Arbitrators:** When a written notice requesting arbitration has been served, the Employer shall choose one of the following arbitration procedures:

Option No. 1—Hearing Board:

The Grievance shall be forwarded to the Hearing Board of the Local ("Hearing Board") for arbitration in accordance with the Bylaws of the Local. The arbitration services of the Hearing Board shall be available at no cost to the Employer.

Option No. 2—AAA:

The Grievance shall be arbitrated through the services of the American Arbitration Association ("AAA"). The Local shall send for a list of arbitrators from the AAA, and the Local and the Employer shall choose an arbitrator therefrom. The Local and the Employer shall share equally the cost of the arbitrator and the administrative cost of the AAA. At the hearing, a court reporter may be present at the expense of the requesting party. If either party has been duly notified of the arbitration hearing and fails to appear, the arbitrator shall be authorized to hear evidence presented by the parties present and to render a decision. The award shall be rendered within 48 hours of the hearing.

- E. **Contingency Provisions:** If the Employer fails to notify the Local in writing of its choice of one of these options within

15 days from the date of the request for arbitration, arbitration shall be heard in accordance with Option No. 2—AAA. If the Employer fails to contact the Local within 15 days from the date of the list of arbitrators from the AAA, the arbitrator shall be chosen by a representative of the AAA.

- F. **Procedural Rules:** All arbitration hearings shall be conducted in accordance with the procedural rules established by the chosen arbitrator, including rules of evidence. In no circumstances, however, shall any recording of a telephone conversation made in violation of Federal or State law be admitted as evidence at any hearing.
- G. **Interest:** If either party is found to be in breach of this Agreement, it shall pay 12% annual interest on the principal amount of the damages caused by such breach from the date of the breach to the date of the arbitration award.
- H. **Enforcement:** The decision of the arbitrator shall be final and binding. Either party may seek to enforce the award as provided by the California Code of Civil Procedure. If Court action is needed to obtain compliance by the losing party with an arbitration award hereunder, the losing party shall pay, in addition to the principal amount of damages, interest on said principal amount from the date of the arbitration award to the date of judgment at an annual rate of 12%, and shall pay reasonable attorney's fees.

ARTICLE XVI MISCELLANEOUS

- A. **Force Majeure:** The obligation of the parties and of the musicians to perform is subject to proven detention by sickness, accidents, strikes, riots, epidemics, Acts of God, or any other legitimate conditions beyond their control.
- B. **No Strike/Lockout:** During the term of this Agreement, there shall be no collective cessation of work by employees covered by this Agreement for any dispute subject to the grievance procedure of this Agreement, nor shall there be any general lockout of the said employees by the Employer for any reason or cause whatsoever, except for breach of this Agreement.
- C. **Joint Committee:** A joint committee of representatives of the Employer, the Local, and musicians working under this Agreement shall be established and shall meet from time to time to discuss matters of mutual concern and to resolve problems through cooperation and good will.
- D. **Captions:** The captions used throughout this Agreement are for convenience and reference only, and shall not be used to construe any provisions.
- E. **Applicable Law:** The interpretation and enforcement of this Agreement shall be governed by Federal law and by the laws of the State of California not inconsistent therewith, and no provisions of this Agreement may be modified or waived except in writing signed by both parties.

F. **Severability:** The terms and conditions of this Agreement are joint and several, and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the Agreement shall not thereby fail or be rendered null and void and inapplicable, but shall continue in full force and effect, and only the illegal clause shall thereby be rendered null and void and severed from this Agreement.

G. **Waivers:** Either party shall have the right, upon a showing by one party of emergency or special need satisfactory to the other party, to grant a written waiver or compromise of any of the terms and conditions of this Agreement for such special situation or emergency. The waiver of any provision of this

Agreement by either party shall not constitute a precedent for any further waiver of such provision.

H. **Amendment:** The parties shall, by mutual agreement, have the right to amend this Agreement during its term if they both believe that an emergency or an unforeseen circumstance make such amendment essential or desirable. In such an event the parties may meet to discuss the item(s) in question and to seek a mutually accepted solution to the problem(s). Nothing in this Section, however, shall be construed as requiring either party to enter into such discussions against its will nor as requiring either party to consent to amend the Agreement because it has allowed discussion of the issue.

THIS AGREEMENT executed by the duly authorized agents of the parties this _____ day of _____, 2013.

LOS ANGELES ORCHESTRA LEADERS' ASSOCIATION

PROFESSIONAL MUSICIANS, Local 47, AFM

BY _____
DEAN MORA
Negotiating Committee

BY _____
VINCE TROMBETTA
President

BY _____
ALAN YANKEE
Negotiating Committee

BY _____
MICHAEL B. MARKMAN
Negotiating Committee

