

**BY-LAWS of the American Federation of Musicians Local 500
Revised November 2022 - Approved December 19, 2022**

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ARTICLE I : NAME

Section 1. The name of this organization shall be the "Professional Musicians' Association, American Federation of Musicians, Local No. 500, Raleigh, North Carolina."

ARTICLE II : OBJECT

Section 1. The object of this Association is to promote the interests and general welfare of professional musicians by advancing good faith and fair dealing between the members and those employing them, the establishment of a minimum scale of wages for their services, and general workplace rules.

ARTICLE III : JURISDICTION

Section 1. All of the following North Carolina counties: Durham, Orange, Chatham, Lee, Granville, Vance, Warren, Franklin, Wake, Harnett, Johnston, Northampton, Halifax, Nash, Edgecombe, Wilson, Wayne, Hoke, Scotland, Cumberland, Robeson, Bladen, Columbus, Sampson, Brunswick, Duplin, Pender, New Hanover, Greene, Pitt, Lenoir, Craven, Jones, Onslow, Pamlico, and Carteret. The part of Beaufort County as follows: Chocowinity, Edward, South Creek, Aurora and all the land south of the Pamlico River.

ARTICLE IV : MEMBERSHIP

Section 1. Any musician of good moral character who can practice the profession of music in any of its branches and who lives in the jurisdiction of the AFM may become a member of the Association.

Section 2. Before being admitted to membership each candidate shall complete the AFM approved application form, pay initiation fees, and shall thereafter pay such dues and assessments as may be prescribed by the Association.

Section 3. Every candidate shall sign the application blank, thereby agreeing, if accepted, to abide by the Bylaws and to pay all legal demands.

Section 4. Life Membership status, and entitlement to reduced dues, shall be granted to Federation members of at least thirty-five consecutive years who have also attained sixty five years of age.

Section 5. A musician registered as a student in an accredited school, college or university may join as a Student Member. Student members have the same rights and obligations as Regular Members; are subject to all Federation and Local rules, regulations and bylaws; shall pay the same membership and work dues but shall not pay the Federation or Local Initiation fees upon joining. A Student Member will remain in that classification until they are no longer a student at which time they will become a Regular Member with no additional fees.

ARTICLE V: OFFICERS

Section 1. The officers shall consist of a President, Vice-President, Secretary-Treasurer and an Executive Committee of four to six at-large members. The officers and at-large members shall together constitute the Board of Directors. During their term in office, the Board of the Directors shall pay the appropriate membership dues, but will receive reimbursement for paid dues in the form of an honorarium.

Section 2. Any Local 500 member in good standing residing in the jurisdiction of Local 500 shall be eligible to become an officer.

Section 3. The following oath will be administered to all newly elected Officers or Board members before assuming office. "I, (name), pledge that I will faithfully discharge the duties of the office of this Local for which I have been elected; that I will support the Bylaws of the American Federation of Musicians and the Bylaws of Local 500, and that I will enforce the laws thereof to the best of my ability, without prejudice or partiality.

PRESIDENT

Section 4. (a) It shall be the duty of the president to preside at all meetings of the membership and of the Board of Director and to enforce due observance of the Bylaws. The President shall convene all meetings of the membership and of the Board of Directors and shall decide all points of order unless a two-thirds majority of the members present vote otherwise.

(b) The President shall countersign all checks.

(c) The President shall appoint all committees and shall be an ex-officio member of all committees except the elections committee.

(d) The President shall vote only in case of a tie vote of the Board of Directors. For matters that are voted upon by secret ballot he/she shall vote.

(e) By virtue of election to the office by secret ballot, the President shall be the second delegate to Conventions and Conferences of the AFM.

(f) The president shall report his or her actions on behalf of the Local to the Board.

VICE PRESIDENT

Section 5. (a) It shall be the duty of the Vice President to perform the Presidential duties in the President's absence.

(b) In the event of the death, disability, resignation, or removal from office of the President, the Vice President shall become the President.

(c) The Vice President shall serve as coordinator and administrator of Music Performance Trust Fund for the Local.

SECRETARY-TREASURER

Section 6. (a) The Secretary-Treasurer shall be responsible for all the administrative duties required by the Local. These duties would include keeping a faithful record of the proceedings of membership and Board meetings, answering all communications, keeping an accurate account of the membership, issuing notices for all membership and Board meetings, keeping an accurate account of all receipts and expenditures of the Local, presenting a detailed financial report at Board meetings, paying all bills approved by the Board, signing all checks, collecting all fees and dues from traveling musicians and members of the Local, and depositing said fees and dues in the Local's bank account.

(b) The Secretary-Treasurer shall fulfill the obligations to Local members required by the Federation including providing the members with newsletters, membership rosters, membership cards, copies of the Local's Bylaws and Minimum Scale List. The Secretary-Treasurer shall also fulfill the duties required of Locals by the Federation including updating the membership roster, forwarding of reports, payment of Federation Initiation Fees, Federation Work Dues and Per Capita Dues in a timely manner.

(c) The Secretary-Treasurer shall fulfill the reporting obligations required by State, Local and Federal government.

(d) The Secretary-Treasurer shall surrender all the books of accounts to an independent public accountant to be chosen by the Board for an annual audit.

(e) At the expiration of the term of office, all assets, books, and records belonging to the Local shall be turned over to the successor.

(f) By virtue of election to office by secret ballot, the Secretary-Treasurer shall be the first delegate to Convention and Conferences of the AFM.

BOARD OF DIRECTORS

Section 7. (a) The Board of Directors shall be composed of the President, the Vice President, the Secretary-Treasurer and four to six members at large.

(b) The Board of Directors shall meet quarterly. It shall have the authority to set the date and time of each meeting. The President has the authority to call special meetings of the Board. A majority of members of the Board shall constitute a quorum.

(c) The Board shall exercise general supervision of the interests and affairs of the Local and its properties, approve all expenditures and direct the Secretary-Treasurer as to what bank(s) or other financial institutions the money of the Local is to be deposited.

(d) The Board will make recommendations concerning minimum wage scales to the membership for their approval. The Board shall have the power to establish minimum wage scale on specific engagements not covered by the scale in effect.

(e) Except for the office of President, the Board shall have the authority to fill any vacant office for the balance of the elected term of such office.

(f) The Board shall serve as a Board of Arbitration and Trial Board as provided elsewhere in these Bylaws.

(g) The Board shall have the authority to appoint Business Agents as it deems necessary to visit places in the jurisdiction where musicians are performing.

(h) Any officer who is absent from 3 or more consecutive meetings for which he has been duly notified, will be notified that his seat has been declared vacant and the Board shall appoint someone to fill the vacancy until the next regular election, unless an acceptable excuse is presented to the President.

(i) By prior unanimous consent, the Board may conduct its meetings via remote electronic technology, provided that the conduct of such meeting conforms to the policy of the AFM International Executive Board governing local union electronic meetings. Unanimous consent for electronic board meetings may be obtained from the board members via email or other means.

A member of the Board who agrees to an electronic meeting but cannot, for whatever reason, participate fully in the electronic meeting, agrees to abide by the decisions of the meeting. The Board shall create special Standing Rules to govern how the remote meetings will be run (how to be recognized, how to make motions, how to moderate discussion, and how voting, whether by voice, show of hands, or secret ballot – live or electronically - will be conducted.) These Standing Rules shall have the same force and effect as these bylaws, and shall be in effect at each remote electronic meeting unless amended later by the Board.

By prior authorization of the Board, a committee of the Local may conduct its meetings via remote electronic technology, provided that the conduct of such meeting conforms to the policy of the AFM International Executive Board governing local union electronic meetings. Unanimous consent for electronic committee meetings may be obtained from the committee members via email or other means. A member of the committee who agrees to an electronic meeting but cannot, for whatever reason, participate fully in the electronic meeting, agrees to abide by the decisions of the meeting.

Section 8. The wages, fringe benefits, and reimbursements for expenses for the officers shall be established from time to time upon recommendation from the Board of Directors and ratification by the membership.

Trials of Officers

Section 9. Officers, (any member of the Board of Directors), may be removed from office for conduct unbecoming their position or for inattention to the duties of their station between elections, after a fair trial and a conviction by two thirds majority secret ballot vote of the Board of Directors on charges preferred by any member of the Local or Board. The charge(s), with specifications, shall be formulated through the Secretary-Treasurer who shall, without unnecessary delay, forward a copy by registered mail to the accused for an answer, and on receipt of answer, forward a copy of the charge(s) with specifications and the accused's answer to the Board. Should the accused Officer fail to answer the charge(s) within 30 days after receipt of the registered letter, the case shall be submitted to the Board of Directors and its decision shall be binding until the following election. Should charges be preferred against the Secretary-Treasurer they shall be formulated through the President under the same conditions.

ARTICLE VI : RIGHTS AND DUTIES OF MEMBERS

Section 1. Members shall promote the purpose and strength of this Association by hiring and performing with other members whenever possible.

Section 2. It shall be considered a violation of good faith and fair dealing, dealt with according to Article VII, Section 4, for members to:

(a) perform or agree to perform for less than the minimum scale of this Association or to offer to another member an engagement for below scale wages;

(b) accept an engagement from another member and fail to report for work or take an engagement and send a substitute without the consent of the party who engaged them;

(c) fail to fulfill any commitment, written or verbal, to another member regarding an engagement without two weeks notice, unless the service does not take place;

(d) fail to pay members contracted by them for an engagement;

(e) make any derogatory remarks concerning the professional ability of any fellow member or members of this Association to any person or organization wishing to engage musicians;

(f) give presents to leaders, contractors, employers, etc.;

(g) render services for organizations, establishments or persons who have been placed on the International Unfair List;

(h) work for an employer against whom the Local of the AFM is engaged in a lawful strike or cross through or work behind a lawful picket line established by the AFM or the Local.

Section 3. Every member, upon request, shall receive one copy of the Bylaws.

Section 4. It shall be the duty of every member to abide by the Bylaws of this Association and to

report to the President immediately any and all violations of the Bylaws of this Association.

Section 5. Members must notify the Secretary of changes of mailing address and electronic communication in a timely manner. A notice directed to a member's residence, or electronic communication as appearing in the records of the Secretary, shall be deemed a legal notice.

Section 6. It shall be the duty of every member to read all notices, bulletins, circulars and miscellaneous material published by the Association. Failure on the part of members to do so will not relieve them from the responsibility in case of charges preferred.

Section 7. Members are expected to be prompt for rehearsals and performances and must at all times behave in a respectful manner. Misbehavior and drunkenness will not be tolerated and this Association will uphold the right of a leader to automatically dismiss the offender from the engagement. The leader must inform the President within forty eight hours, giving him a full report of the circumstances, signed by three concurring members of the group playing the engagement.

Section 8. The interests of the Association shall be considered to be imperiled by members who:

- (a) knowingly propose unworthy characters for membership;
- (b) divulge the proceedings of meetings;
- (c) are convicted by a court of law for an offense considered infamous;
- (d) disobey the orders or the fines imposed by the Board of Directors.

Such members, having been dealt with according to Article XII, shall be subject to expulsion at the discretion of the Board.

Section 9. Any AFM Member, resigning in good standing, shall be granted full membership upon paying the current quarter's dues.

ARTICLE VII : DUES, PENALTIES, FINES AND WAGES

Section 1. Regular and Life Membership dues and the Local Initiation Fee shall be determined upon recommendation of the Board to the membership.

Section 2. Any member whose regular membership dues remain unpaid for three months shall automatically be suspended from membership and its benefits. Any member whose regular membership dues remain unpaid for six months shall automatically be expelled. Expelled members lose all rights in the Association, its funds and benefits.

Section 3. Any member whose regular membership dues are in arrears, may retain membership

in good standing by paying all dues in arrears and the current calendar year dues.

Section 4. Any violation by a member of the Bylaws of the Association shall subject the offender, if found guilty by the Board, to a fine or to expulsion, at the discretion of the Board.

Section 5. Members are required to pay dues based on current earnings at scale wages for musical services performed in a percentage amount established by the Board or the AFM. These dues known as "Work Dues" are payable to the Secretary-Treasurer.

ARTICLE VIII : NOMINATIONS AND ELECTIONS

Section 1. The President will appoint an Elections committee chair not later than one month prior to the meeting held for the nomination of officers, which will convene at the discretion of the appointed chair. The chair will select prospects and confidentially interview them for respective offices. The chair may not run for any office.

Section 2. Any member in good standing who is unable to attend the nominating meeting and who wishes to be nominated for office may be nominated. If the nominator is unable to attend the nominating meeting, they must submit their nomination in writing to the Secretary-Treasurer before the meeting. If the nominee is unable to attend the nominating meeting, they must submit their nomination acceptance in writing to the Secretary-Treasurer before the meeting.

Section 3. Nominations of candidates and election of officers shall take place in odd-numbered years, nominations in April, election in May, installation in June.

(a) At the conclusion of the nominations meeting, any offices and board member positions (not exceeding six) shall be elected by acclamation, if unopposed. If all positions are unopposed, the election process ends at this point and there is no need for ballots. If there are more nominees than open positions for any office or more than six board member nominees, the election process will continue with a secret vote by mail-in ballot.

(b) The Secretary-Treasurer shall secure a separate election PO Box that shall be opened only by the Elections Committee Chair and appropriate witness on the appointed day and time of the election. The Secretary-Treasurer shall provide the Elections Committee Chair with all necessary materials and instruction to complete the ballots but may not participate in envelope stuffing.

(c) The Elections Committee Chair shall name two additional committee members - one member of Local 500 in good standing who is not running for office and one disinterested non-member. The committee members shall assist with the ballot stuffing and ballot counting processes. At least one committee member must be present to bear witness when the Chair collects the ballots from the election PO Box on the appointed day and time.

(d) The election mailing shall consist of 3 envelopes: 1) the innermost envelope shall contain the ballot and must be signed across the seal by the member once completed; this envelope

may also be marked with a number to match a roster for Election Committee verification; 2) the outer envelope pre-addressed to the election PO Box; 3) the envelope mailing the contents to the member.

(e) The Elections Committee shall count the ballots individually at the appointed day and time of the election. Any candidate and/or representative of a candidate may be present at the ballot counting. The committee members shall prepare a true statement of the election and announce the results. In all cases, the candidate receiving the highest number of votes shall be elected.

ARTICLE IX : MEETINGS

Section 1. Meetings of the membership shall be held no fewer than three times per year. The date, time and place as ordered by the Board shall be communicated to all members in writing or by electronic communication when possible.

Section 2. The president may declare the members present at these meetings to be a quorum which may transact any business that may legally come before them.

Section 3. Only members in good standing will be admitted to membership or Board meetings.

Section 4. Membership meetings may be held in person at one location or solely via remote electronic technology, at the discretion of the Board of Directors or President.

Meetings conducted via electronic technology must conform to the policy of the AFM International Executive Board governing local union electronic meetings. Every member shall be so advised in the meeting notice, and reasonable provisions shall be made to accommodate those members who may have difficulty with the technology utilized (e.g., alternative means of access or participation, accommodations such as clear instructions, resource-sharing with other members, community access points).

The Board shall create special Standing Rules, subject to adoption by the membership, to govern how the remote meetings will be run (how to be recognized, how to make motions, how to moderate discussion, and how voting, whether by voice, show of hands, or secret ballot – live or electronically - will be conducted.) These Standing Rules shall have the same force and effect as these bylaws, and shall be in effect at each remote electronic meeting unless amended later by the membership.

ARTICLE X : FUNDS

Section 1. The funds of this Association shall be raised by initiation fees, membership dues, work dues and by such other means as the Association shall from time to time determine.

Section 2. Should cases of emergency arise or a further demand be needed to defray any of the necessary expenses of the Local, an additional assessment may be levied if passed by a majority of votes at a meeting of the Local.

Section 3. No donation or appropriation from the funds can be granted by the Association unless such donation or appropriation is recommended by the Board. All requests for donations or appropriations should be addressed to the President in writing.

Section 4. The current expenses of the Association, including donations and appropriations, shall in no case exceed the funds available.

Section 5. All payments shall be by check or secure electronic transfer of funds.

ARTICLE XI : CLAIMS : RULES OF PRACTICE AND PROCEDURE

Section 1. A member of this Local may file a claim with the Secretary-Treasurer against:

(a) any other member of this Local for any amount of money alleged due to the member for a musical engagement, or;

(b) any non-member employer for any amount of money alleged due to the member for a musical engagement, in the jurisdiction of this Local.

Section 2. A claim must be filed in writing with the Secretary-Treasurer within one year of the occurrence from which the claim arose.

Section 3. After written notice to the parties, allowing at least twenty (20) days for them to prepare their cases, the Board of Directors shall at its earliest opportunity sit as a Board of Arbitration and conduct a full and fair hearing and render its decision.

Section 4. The parties involved shall be required to appear in person and shall be notified by certified mail, return receipt requested. Any member called before the Board of Directors and failing to appear may be fined at the discretion of the Board. The case may be decided by default or postponed upon a vote of the Board of Directors.

Section 5. Members shall abide by the decision of the Board on the claim. Failure to do so will result in expulsion unless an appeal to the International Executive Board overturns the ruling.

Section 6. If a non-member employer fails to comply with the decision of the Board, the Local may request the President of the AFM to place such party on the International Unfair List.

ARTICLE XII : CHARGES AND TRIALS

Section 1. The Board of Directors shall have authority to hear and decide all charges against members and to impose appropriate fines or other disciplinary action.

Section 2. No member shall be put on trial for any offense alleged by another member unless charges by such other member have been preferred in writing to the Secretary-Treasurer.

Section 3. Charges must be preferred within one year of the date of the occurrence from which such charges arose.

Section 4. Notice of charges shall be given in writing to the charged member by the Secretary-Treasurer; the notice shall contain the following:

- (a) The nature of the offense;
- (b) The provision(s) of the Bylaws at issue;
- (c) The date, time and place of the alleged occurrence;
- (d) Sufficient facts to provide the charged member information to prepare his or her defense;
- (e) The date, time and place of hearing.

Section 5. A member shall be given at least twenty (20) days from the mailing of the notice of charges to prepare his or her defense for the hearing on such charges.

Section 6. Any member shall be accorded a full and fair hearing before the Board of Directors before any disciplinary action is taken. The charged member shall be allowed to present witnesses and may bring a representative of his or her choice to the hearing to speak on his or her behalf.

Section 7. All communications concerning charges and disciplinary action therefrom shall be sent by the Secretary-Treasurer to the charged party by certified mail, return receipt requested.

Section 8. Any member found guilty of charges shall be advised, in writing, by the Secretary-Treasurer of his right to appeal the decision of the Board of Directors to the International Executive Board.

ARTICLE XIII : AMENDMENTS

Section 1. The Board of Directors or any member in good standing may present a proposition to amend any part of the Bylaws. This proposition must be made in writing, signed by the proposer and approved by the Board.

Section 2. A proposed amendment shall be read at the next membership meeting with a second and final reading taking place at the following membership meeting. If a majority of those attending vote in favor of the amendment, it shall stand as being adopted.

ARTICLE XIV : AUTHORITIES

Section 1. These Bylaws are subject and subordinate to the Bylaws and amendments thereto of the American Federation of Musicians and wherever conflict or discrepancy appears between the Bylaws of this Local and the Bylaws and amendments thereto of the AFM, the latter shall prevail.

Section 2. These Bylaws shall not be enforced in any manner in conflict with public law.

Section 3. If any Article, Section, Sub-Section, or portion thereof, of these Bylaws should be held to be illegal, invalid or null and void by a court of competent jurisdiction, each and every other provision of these Bylaws shall remain in full force and effect.

Section 4. The parliamentary authority for this Local shall be Robert's Rules of Order.

ARTICLE XV: MINIMUM WAGE SCALE Effective 07/01/2023

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Rules Governing Employment

- A. The wage scales, hours, working conditions, etc. stated herein shall apply to all services not performed under a Collective Bargaining Agreement between a Purchaser and Local 500 or the AFM.
- B. The prices stated herein are the minimum prices for all services.
- C. The hours stated herein are the maximum (exclusive of overtime) and if less hours are utilized, no reduction in price shall be made.
- D. Intermissions to be scheduled by the Leader/Contractor with the Purchaser and shall be no less than 15 minutes per 2.5 hour service, 20 minutes per 3 hour service, and 10 minutes per hour for services 4 hours and longer. The break will occur no later than 90 minutes from the start of services.
- E. When engaging musicians, the contractor must give the following information:
 - a. 1. Date, Place, Hours and Type of service(s).
 - b. 2. Wages for the service(s). Expected total should show per service rate plus any applicable added fees or premiums (doubling, sound check, etc.)
 - c. 3. Inform of possibility of archival recording preferably at the time of hiring, but no later than 7 days prior to the first rehearsal.
- F. Changes to service times and locations must be announced to all the contracted players no less than 30 days in advance of the service or first service in a set of services. Any service that ends after the scheduled end time shall pay the unscheduled time according to the overtime scale as defined on the wage chart.
- G. No cancellation or postponement of any service(s) may be accepted by any contractor, unless acceptable to all musicians engaged or so specified in the contract. If services are added following the initially contracted services, musicians may not be dropped from the initial services due to conflicts with the additional performances. In this case the contractor may find a substitute for the service in question or where bringing in a musician for one service is not feasible, hire another player for all the services and pay the original player 50% of their original fee.

- H. Services of any type are NOT to 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 between a Purchaser and the Local relating to and permitting such recording, reproduction or transmission. However, this restriction shall not apply when such recording, reproduction or transmission is made in the course of bona fide news coverage and no compensation is accorded directly to the Purchaser for such recording, reproduction or transmission. All recording is done under separate contract obtainable from the Union.
- I. All services should be performed under AFM approved contracts (L-1, L-2), which are available on our website www.afm500.org or fillable contract forms, which include all of the language of the AFM contracts at <http://www.afm.org/member/library/> click on single engagement contracts. NOTE: you must be a member of the AFM to access these forms.
- J. Every Contractor or Purchaser must pay the musicians employed, the amount(s) specific by this Wage Scale or such great amount(s) as may be agreed upon, within 8 days after date of service(s) or receipt of payment (except in the case of MPTF).
- K. Every member of this Local contracting any type of service shall, as far in advance of the date of service as possible, file written or email notice with the Local furnishing the following information: 1. Name and address of contractor or of individual performing. 2. Date, Place, Hours and Type of service(s). 3. Status of AFM membership
- L. A copy of the executed contract should be filed 30 days before the engagement if possible or, following AFM bylaws Article 13 Section 32, at least within 5 days after the engagement.
- M. All contract information shall be considered confidential and this office shall not divulge any part of it except when offered as evidence before the Board of Directors or in court.
- N. The Contractor shall assume the responsibility of seeing to it that reasonable working conditions are afforded the musicians engaged for any and all services, i.e. ample room and lighting, reasonable temperature, safe storage for cases, coats, etc. and any other conditions necessary to exact a maximum performance quality. (Musicians will not be required to perform without adequate protection from the elements including direct sunlight, gusting or heavy winds, any form of precipitation, or when conditions might damage instruments or be dangerous or unhealthy to the players, or where temperatures fall below 62 F, or exceed 85 degrees F [indoor] and 92 degrees F [outdoors]. Musicians shall report perceived violations to the contractor immediately.)
- O. Members performing engagements in the jurisdiction of Local 500 shall pay to this Local, work dues in the amount of 1.2% of scale set for said engagements. This includes all musical services under Federation-negotiated electronic media agreements, Federation touring agreements, collective bargaining agreements with any symphonic orchestra, and MPTF-funded employment.

- P. Every cooperative group, band or orchestra shall either have the contractor or group leader, who is a member of the Federation, on hand for each service to ensure compliance of Local and Federation regulations governing bands and orchestras. In situations where a contractor or leader is not able to be in attendance, he/she must designate one member of the groups, who is a member of the Federation, to serve as steward in their stead. Stewards should be identified to the players in advance. It is suggested that a steward receive \$30 in compensation per service.

AFM Local 500 WORK DUES

Members performing engagements in the jurisdiction of Local 500 shall pay to this Local, work dues in the amount of 1.5% of scale set for said engagements for said engagements. This includes all musical services under Federation-negotiated electronic media agreements, Federation touring agreements, collective bargaining agreements with any symphonic orchestra, and MPTF-funded employment.

Symphonic Engagements: 1.5%

MPTF Work Dues: 5%

AFM Local 500 MINIMUM WAGE SCALES

1. ORCHESTRA, ORATORIO, OPERA, BALLET, CONCERT BAND

2.5 hours or fraction - Performance OR Rehearsal	\$135.00
2 Educational Concerts in 2.5 hour period (no paid admission)	\$141.00
3 hour scheduled Performance or Rehearsal *	\$169.00

Overtime is \$24.00 in 15 - minute increment.

*services scheduled for 2.5 hours that go into overtime are paid at the overtime rate.

2. CHURCH SERVICES

2.5 hours or fraction - single church service or rehearsal	\$135.00
Church service and .5 hour rehearsal within 2.5 hour period	\$169.00
2 Church services within 3.5 hour period	\$229.00

Overtime is \$24.00 in 15 - minute increment.

*services scheduled for 2.5 hours that go into overtime are paid at the overtime rate.

3. RESTAURANTS AND CLUBS

ENSEMBLES

4 hours or fraction	\$147.00
Standing engagements	\$135.00

SOLOIST

4 hours or fraction	\$176.00
Standing engagements	\$164.00

4. SMALL ENSEMBLES FOR OTHER MISCELLANEOUS ENGAGEMENTS (UP TO 8 MUSICIANS)

Wedding Ceremony up to one hour *	\$164.00
Receptions and parties, 3 hours *	\$200.00

SOLOIST FOR OTHER MISCELLANEOUS ENGAGEMENTS

2 hours or fraction	\$200.00
Rehearsal	\$118.00

*services that go beyond the scheduled time-frame are paid at the overtime rate.
Overtime is \$24.00 in 15-minute increments.

5. BROADWAY SHOWS, OTHER TOURING NATIONAL SHOWS

3 hours or fraction - Performance/rehearsal	\$187.00
4 hours or fraction - Performance/rehearsal	\$251.00
5 hours or fraction - Performance/rehearsal	\$348.00
Sound check - first hour	\$66.00
Principal pay - sections with 2+ players *see premiums	20%

Overtime is \$24.00 in 15-minute increments. Soundcheck after one hour is paid as overtime.

6. LOCALLY PRODUCED BROADWAY SHOWS

3 hours or fraction - Performance/rehearsal	\$152.00
Sound check - first hour, then overtime	\$55.00
Overtime - 15 minute increments	\$24.00

Overtime is \$24.00 in 15-minute increments. Soundcheck after one hour is paid as overtime.

7. LARGE VENUES: STADIUMS, ARENAS, AMPHITHEATRES, COLISEUMS

3 hours or fraction - Performance/Rehearsal	\$188.00
Sound check - first hour	\$62.00

Overtime is \$24.00 in 15-minute increments. Soundcheck after one hour is paid as overtime.

8. BROADCASTS AND RECORDINGS

For all recording agreements, appropriate forms must be completed and on file with the Local 500 office.

TELEVISION BROADCASTS

Simultaneous or Delayed Tape Television Broadcast of a Live Concert, Show, Opera or Ballet: (Where there is an audience. To be paid in addition to Live Performance Scale. Rules governing Performance Intermission apply to this category).

PER BROADCAST:

30 Minute Broadcast Segment

Musician \$45.00

Leader \$68.00

1 Hour Broadcast Segment

Musician \$68.00
Leader \$101.00

Additional Time to be paid at the rate of:

Per ½ hour segment up to 3 hours:

Musician \$34.00
Leader \$45.00

After 3 hours, per 1/2 hour segment:

Musician \$45.00
Leader \$68.00

NON-COMMERCIAL RADIO Broadcast of a previously recorded live performance:

PER BROADCAST SEGMENT:

First Hour \$20.00

Second Hour \$10.00

1/2 Hour additional \$5.00

COMMERCIAL RADIO Local radio broadcast of a previously recorded live performance.

PER BROADCAST SEGMENT:

First Hour \$30.00

Second Hour \$15.00

1/2 Hour additional \$7.50

LOCAL RECORDING

A. Local TV Variety Show - 50% of National Scale

B. Non-Commercial Radio - NPR - Same as National Scale

C. Local Public TV - 75% of National Scale

D. Made/Played Local Jingle 1 hour minimum, Double Scale on Holidays

PER HOUR:

Musician \$90.00

Leader \$136.00

E. Local Demo Recording 2 hour minimum, Double Scale on Holidays.

PER HOUR or fraction thereof:

Musician \$45.00

Leader \$68.00

F. Limited Pressing – Audio

All recordings duplicated for the purpose of distribution or sale of under 10,000 copies.

2-hour minimum.

If a rehearsal and recording session are scheduled the same day, there shall be no more than a 1 1/2 hr. break between the rehearsal and the recording session. The rehearsal rate shall be the same as the recording rate.

PER HOUR:

Musician \$68.00

Leader \$101.00

G. Limited Pressing – Video

All video recordings duplicated for the purpose of distribution or sale, under 150 copies.
2-hour minimum.

If a rehearsal and recording session are scheduled the same day, there shall be no more than a 1 1/2 hr. break between the rehearsal and the recording session. The rehearsal rate shall be the same as the recording rate.

PER HOUR:

Musician \$68.00

Leader \$101.00

EXTRA FEES

***GROUP LEADER FEE:** Double Scale. There shall be no group leader fee if there is a contractor on site and a conductor hired for the service(s).

SINGLE PERFORMER FEE: Double Scale

CONDUCTOR FEE: Double Scale

CONTRACTOR FEE: The following schedule of Contractor Fees shall apply to all services of any type with the exception of recordings requiring fees. This fee is in addition to wages paid the contractor for performing as a member of the orchestra or ensemble. For 8 or more musicians, a contractor must be used unless the leader is acting as his/her own contractor.

For 8-20 musicians Base scale

For 21-35 musicians Base scale + 50%

For 36 or more musicians 15% -20% of Gross

STROLLING: Base scale + \$320

NEW YEAR'S EVE: Double Scale

COSTUME FEE: \$12 per musician, per service, who is required to wear a costume instead of or in addition to the standard dress black. Fittings for costumes outside of scheduled rehearsal times will be paid as overtime scale, or \$20 per 15-minute increment.

MEMORIZATION: If music is required to be performed by memory, each musician shall receive an additional \$25 per 15 minutes or fraction of music, per service.

RAIN DATES: A concert and a rain date shall be considered as one service and the musicians shall be compensated at 150% of the applicable service rate. A rain date must be scheduled to be performed within 15 days of the canceled service

DOUBLING: Members doubling on another instrument in concert orchestra, opera, ballet, musical show and legitimate theater shall receive 25% in addition to their regular wages for the first double, 20% for the second and 10% any additional double thereafter. The following instruments are not construed as doubles: B-flat and A Clarinet; Piano and Celeste; Organ and Celeste, when Celeste is furnished; Drummer's regulation outfit consisting of Bass Drum, Snare Drum, High Hat, Suspended Cymbals, Gongs, Toms, Wood Blocks, and small Trap. Mallet Instruments, such as Xylophone, Vibraphone, Marimba, Chimes and Bells are not construed as doubles when played by one musician without any other double. Latin Percussion instruments such as Congas, Bongos, Cabasa, Shakers, etc. are considered doubles when played with any of the above.

Doublings should be confirmed with musician and contractor in advance of the service or the first service in a series of services.

MILEAGE: No mileage is required within the Triangle or if distance is less than 35 miles, one-way. For services more than 35 miles each way, the overage is to be assessed at the current IRS standard mileage rate. (57.5 cents per mile as of 12/31/2020)

PREMIUMS: Electronic keyboard premium - 25% overscale. In large ensembles concertmaster receives 50% over scale; Principal strings, winds, brass, percussion, harp, keyboard receive 20% over scale.

CARTAGE MINIMUMS: Cartage is defined as the service of a musician transporting large and/or multiple instruments to the venue to perform. Contractors and/or employers shall provide cartage fees for the following listed instruments and equipment. The below minimum amounts below should be charged **each** time these instruments have to be transported, set-up and removed. With multiple service gigs in the same venue, the purchaser shall make all attempts at providing safe and secure storage of these instruments. (Work Dues does not apply)

Below prices include all necessary hardware:

Bass Saxophone	\$25
Chamber Organ (Portative Organ)	\$150
Contrabass Clarinet	\$25
Contrabassoon	\$25
Tuba	\$25
Double Bass	\$35
Electric Piano	\$75
Harp	\$75
Harpsichord	\$75
Amplifier	\$25
PA (Public Address) System	\$50
Timpani	\$50 per drum

Drum Set (5-piece or smaller)	\$80
Drum Set (6-piece or larger)	\$100
Concert Bass Drum (32" or larger)	\$50
Small Bass Drum (less than 32")	\$40
Tam-Tam	\$35
Glockenspiel	\$35
Crash Cymbals	\$15 per pair
Suspended Cymbals	\$10 per cymbal
Snare Drum / Field Drum	\$20
Tom-Toms	\$15 for one \$10 for each additional
Concerto Xylophone/Vibraphone	\$60
Pit Xylophone/Vibraphone	\$45
Marimba (up to 4 1/3 octaves needed)	\$80
Marimba (4 1/2 octaves needed)	\$100
Marimba (more than 4 1/2 octaves needed)	\$150
Chimes	\$75 (full set) \$10 per chime - if mounted individually or on a rack
Crotales	\$25 per octaves
Congas	\$15 for one \$10 for each additional
Timbales	\$40 for standard outfit
Bongos	\$20 for set of two
Djembe (or similar African drum)	\$20
Steel Drums	\$25 per pan
Percussion "box"	\$20
Comprising miscellaneous percussion instruments or hardware. A "box" should have a volume of approximately 3 cubic feet/5000 cubic inches (e.g.: a case of similar size to a medium/large suitcase)	

*Cartage for more obscure instruments, accessories, or sound efforts not listed above should be negotiated on a case-by-case basis, especially if they are difficult to track down or need to be borrowed/rented.

*Moves within the same venue or complex are paid at .5 of the initial cartage rates. (e.g. In Progress energy: From Kennedy Theater to Meymandi; Carolina Room to Memorial Auditorium, etc.)