

RULES AND REGULATIONS

MINIMUM WAGE SCALES

Effective January 1, 2020 to December 31, 2021

(Revised to reflect AFM-EP Pension Rehabilitation Plan Rates 2010 & 2018)

CHICAGO FEDERATION
OF MUSICIANS

Local 10-208, AFM
656 W Randolph St, #2W, Chicago, IL 60661

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PREAMBLE

We, as professionals, are providing and selling a service to our clients. We must market our services in a businesslike manner placing a value on our service that reflects a living wage. Please bear in mind that these scales are our MINIMUM price for service. (i.e.) Most members charge more.

RULES AND REGULATIONS

RULE I. LOCAL 10-208 JURISDICTION

At the point of Lake Michigan and the Illinois-Wisconsin state line, west to the Iowa border, south to Route 64; east to Route 78 and South to the Whiteside/Henry line. East along county borders to Indiana and north to Lake Michigan including a 3 mile offshore limit of the Lake Michigan shore line to the Illinois-Wisconsin state line. (Including all of Cook, Lake, DuPage, Kane, McHenry, Kendall, Boone, DeKalb, Winnebago, Ogle, Lee, Stephenson, and Jo Davies counties; that part of Carroll county north of Route 64 and east of Route 78; and that part of Whiteside county east of Route 78).

RULE II. FILING OF CONTRACTS AND MEMOS

On all engagements, whether single or steady, **CONTRACTS MUST BE** completely filled out with full name of purchaser and leader typed or printed legibly and signed by both parties. Contracts are available at the union or on our website at www.cfm10208.com and must be filed with Local prior to the commencement of the engagement, either via regular mail, **fax (312-782-7880), an e-mail attachment (lmurphy@cfm10208.org)**, or QUICK FILE (see page 5-33).

In lieu thereof, a written or phoned-in MEMO of an engagement will be accepted prior to commencement. However, said MEMO shall become invalid and of no effect 72 hours after the date of the engagement it covers. It is not a substitute for the contract for the engagement which must be filed within the 72- hour period.

To leave a memo for an engagement: call (312) 782-0063 or email lmurphy@cfm10208.org and be prepared to give the following information:

1. Your name
2. Your phone number
3. Your union- account number
4. Date of engagement
5. Time of engagement
6. Place of engagement
7. Contract number
8. Number of musicians

Failure to provide proper contracts shall be considered a violation and subject to charges. Steady engagement weekly contracts must be for a definite or indefinite period subject to 4-weeks notice in writing. **NO OPTION CLAUSES ARE PERMITTED.**

Contracts must be filed with the Local in whose jurisdiction the engagements are to be played, prior to the start of the engagement or sent to Local 10-208 and it will be forwarded to the proper Local.

RULE III. PAYMENT OF WORK DUES AND PENSION

Leaders or engaging members ARE RESPONSIBLE for the COLLECTION and REMISSION of all WORK DUES and PENSION.

If a Leader is negligent in making payments, MEMBERS ARE RESPONSIBLE for the PAYMENT OF WORK DUES on all engagements.

- A. Both WORK DUES, made payable to “Chicago Federation of Musicians” and EMPLOYER-PAID PENSION contributions, made payable to “AFM-EP FUND” (American Federation of Musicians Employers’ Pension Fund), together with a detailed report of the same, shall be forwarded to the office of the Secretary -Treasurer within 15 days of the engagement or upon receipt of bill.
- B. Collection and remittal of PENSION contributions (whether to the Fund or directly to the musician if not paid to the Fund) is mandatory on ALL engagements.
- C. A LATE PAYMENT PENALTY of 10% per month will be levied on all payments of WORK DUES that are not paid by the last day of each month for the prior calendar month.

RULE IV. CANCELLATION, POSTPONEMENT OR TERMINATION OF ENGAGEMENT

A. CANCELLATIONS

1. Excluding Acts of God, musicians must be given a notice of at least two (2) weeks if an engagement is cancelled.
2. Any musician cancelled through a change in instrumentation must be given a notice of at least two (2) weeks.
3. Side Musicians must be paid for work cancelled with less than two (2) weeks notice and must be paid the basic minimum wage (excluding benefits).
4. No contract can be cancelled without the mutual written consent of all parties. The leader must immediately notify the Contract Department and all side musicians of cancellation of any service. Any monies recovered (including deposit) for cancelled engagement, must be paid out proportionately between the leader and side musicians originally engaged.
5. In instances of last minute cancellations caused by severe weather, musicians shall be paid half salary (without fringe benefits) even if instructed not to report to work. If any portion of the engagement is played, the musician shall receive full salary and all fringe benefits.
6. Final decisions concerning cancellations and payments are subject to the approval of the Board of Directors.

B. INDEFINITE STEADY ENGAGEMENTS

A four (4) week written notice-of-termination or closing is required and must be given PRIOR TO THE START of the first day of the workweek. LEADERS MUST NOTIFY the Contract Department IMMEDIATELY of the termination or closing.

C. POSTPONEMENTS

1. Under special circumstances, a contract may be postponed with the mutual written consent of both parties. The leader must immediately notify the Contract Department and all side musicians of cancellation of any service.
2. A postponement shall be deemed a cancellation if not rescheduled three (3) months from the first date of service and will be subject to the rules governing cancelled engagements.

If an engagement is rescheduled, the musician first engaged for the performance must be given the right of first refusal for the rescheduled date before another musician is hired to fill the position.

RULE V. ANY ENGAGEMENT MORE THAN 50 MILES FROM THE INTERSECTION OF STATE AND MADISON IN CHICAGO (IN OR OUT OF JURISDICTION)

Contracts must be filed with the Local in whose jurisdiction the engagements are to be played, prior to the start of the engagement **or sent to Local 10-208 and will be forwarded to the proper Local.**

Wages and transportation considerations are as follows:

- A. A minimum of CLASS A SCALE **or the Local scale in whose jurisdiction the engagement is being played, whichever is higher**, plus 13.189% PENSION (whether paid to the Fund or directly to the musician if not paid to the Fund) must be paid.
- B. Engagements beyond a radius of 50 miles from State & Madison, must pay current IRS mileage rates to each musician, calculated **starting 50 miles** from State and Madison, to and from the place of engagement. The above figures in (B.) do not apply when AIR, BUS or TRAIN transportation is provided. A minimum of \$2.00 per mile, to and from the place of engagement, must be paid to EACH DRIVER of an automobile.

RULE VI. EXTENDED OUT OF JURISDICTION ENGAGEMENTS

For distances beyond 250 miles one way, FIRST CLASS, individual accommodations and all meals must be furnished. If not furnished, the following monies will be paid; this is MANDATORY.

- A. \$175.00 per day, per musician for room.
- B. \$60.00 per day, per musician for meals.

Leaders or engaging members shall pay ALL TRANSPORTATION CHARGES beyond the jurisdiction and PER DIEM allowances when applicable, and shall charge same to the Purchaser of Music, in addition to WAGE SCALE and benefits.

- C. TRANSPORTATION charges per musician must be made at not less than the lowest rate available by commercial transportation or not less than the current IRS mileage rates, calculated **starting 50 miles** from State and Madison in Chicago, per musician, if transportation is by auto or other like conveyance.
- D. IT SHALL BE UNLAWFUL for any leader to accept or any member to fulfill an engagement if transportation for members is by auto, like conveyance or bus which necessitates traveling in excess of 400 miles ONE WAY, within any 24 hour period.

- E. Leader or engaging member must arrange, on any engagement outside of the jurisdiction, that musicians leave for the engagement on the LATEST SCHEDULED TRANSPORTATION available prior to the contracted START OF THE ENGAGEMENT, and that the FIRST AVAILABLE return Transportation be provided.

RULE VII. WORKING DAY & OVERTIME

- A. A musician's working day shall be from 7 A.M. to 7 A.M. the following day.
- B. Overtime prior to 1 A.M. must be counted starting five (5) minutes after expiration of basic engagement time. In all cases, 1 A.M. signals the start of OVERTIME on all CASUAL engagements, regardless of engagement starting time.
- C. If musicians are required to start earlier than the scheduled start time and/or end later than the announced ending time, those musicians required to do so, shall be compensated at a rate of \$7.50 for 1 to 5 minutes prior and \$7.50 for 1-5 after the announced finish time. Any time over 5 minutes, either prior to or after, will be paid as overtime in 1/2 hour increments.
- D. When members are required to move between locations in the same venue, the time required to move shall not replace the appropriate break time of the engagement.

RULE VIII. BOOKING INTEGRITY

At time of hiring musicians, leaders or engaging members MUST SET FORTH all conditions of engagement; i.e. exact engagement starting time, exact rehearsal starting time and duration, wage scale, whether engagement is continuous, and any other pertinent information. THESE CONDITIONS SHALL NOT BE CHANGED OR ALTERED AT TIME OF ENGAGEMENT TO JEOPARDIZE PROPER WAGE SCALE PAYMENT FOR WORK PERFORMED.

RULE IX. WAGES

- A. Wages charged for musical engagements shall include, in addition to basic sidemusician's scale, a LEADER FEE, a PAYROLL FEE and PENSION CONTRIBUTIONS.
- B. **WHEN LEADER PROVIDES PAYROLL SERVICE**, a pension contribution of 13.189% and an additional 15% of the total payroll must be collected to cover employer payroll and workers compensation insurance costs on behalf of sidemusicians. All Social Security and IRS deductions will be deducted from the sidemusician's salary.

C. WHEN LEADER DOES NOT PROVIDE PAYROLL SERVICE

including payment of Social Security, Workers Compensation and IRS deductions, a payroll fee of 15% of base scale shall be paid to each musician as part of wages.

- D. All Class B Opera, Ballet, Interpretive Dance, Public Oratorio, Cantata, and Public Concert Single Engagements must be requested in writing and approved by the Board of Directors no less than four (4) weeks before the engagement.

RULE X. SHOW

Any engagement for which musicians are required to remain on the bandstand and/or to perform specific music (ACCOMPANIMENT, FANFARES, BOW MUSIC, ENTRANCE and EXIT MUSIC) in a timely sequence for ENHANCEMENT of the program shall constitute a SHOW and require that **ALL** musicians receive an additional \$40 show scale.

RULE XI. REHEARSALS

A. REHEARSAL RATES

CASUAL ENGAGEMENTS

On all casual engagements, night rehearsals after 7 P.M., rehearsals that start before 7 p.m. and extend beyond 7 p.m. or rehearsals taking place on any date other than, or at a Venue other than where the engagement will take place, require that single engagement Class A scale apply and work dues and pension must be paid. Show scale is not applicable here.

SYMPHONIC ENGAGEMENTS (Public Concerts, Oratorios, Cantatas, Opera, Ballet and Interpretive Dance)

1. On a day other than the performance, rehearsals in Class AA boundaries will pay **\$170** (3 hours or less) daytime or evening.
 2. On a day other than the performance, rehearsals in Class A boundaries pay **\$125** (2 ½ hours or less). If free parking is not available, a parking reimbursement of **\$25** must also be paid.
 3. Hard copies of music will be available at all rehearsals and performances.
- B. On all engagements where playing or talk-over rehearsals immediately precede the engagement, the hourly overtime rate in the same job classification shall apply.
- C. If engagement requires separate rehearsal and show, each must be paid separately.

- D. If there are more than three hours between the end of a rehearsal and the start of an engagement, each musician shall be paid at the rate of \$10.00 per hour or any part thereof for any time in excess of three hours.
- E. Basic time not utilized on engagements shall not be applied to rehearsals.
- F. There is no extra charge for talk-overs or rehearsal during engagement time, IF SUCH TALK-OVERS OR REHEARSAL DO NOT TAKE THE PLACE OF A SCHEDULED BREAK.
- G. On all rehearsals, breaks must begin on or before ninety (90) minutes of rehearsal.
- H. **With proper notice***: A four (4) hour rehearsal may be divided into TWO (2) hour segments with a half (1/2) hour meal break (unpaid) separating the two segments. A 20 minute break must be given for each segment of rehearsal in addition to the one half hour meal break (unpaid) in the middle of the segment. If a musician is engaged for only ONE (1) segment, he/she shall be paid for the minimum 2 ½ hour rehearsal. All rehearsals under four (4) hours, must pay the 2 ½ hour minimum with pro-rata overtime.
*** Musicians must be notified at the time of hire.**
- I. **SOUND CHECK**: On the day of a Performance, a sound check may be scheduled no sooner than two (2) hours prior to the scheduled start time of the Performance and shall not exceed one (1) hour. Payment will be seventy-five percent (75% of the appropriate rehearsal rate).
- J. Rehearsal breaks shall accumulate at the rate of 10 minutes within each rehearsal hour (i.e. 10 minute break each 50 minutes playing time).

RULE XII. HOLIDAY PAY

Double basic applicable scale applies on New Year's Eve engagements terminating later than 7 p.m. Leader, payroll fees and pension apply. Overtime is also paid at double scale.

One and one-half basic applicable scale applies the whole day of Thanksgiving Day and on July 4th engagements terminating later than 7 p.m. Leader pay, payroll fees and pension apply. Overtime is also paid at the overtime rate.

Exception: Where engagement is for three (3) or more nights per week and contracted for a period of not less than four (4) weeks, holiday prices shall NOT prevail, unless otherwise specified.

RULE XIII. CASUAL ENGAGEMENTS: NON-CONTINUOUS and CONTINUOUS PLAYING

- A. On all NON-CONTINUOUS Casual engagements, musicians must be given a break equal to ten (10) minutes per hour, including overtime.
- B. On ALL CASUAL engagements, there is no official or unofficial call time for sidemusicians, only an official starting time. (Payment for the engagement is calculated from the official starting time.) See Rule XI
- C. Any engagement on which sidemusicians do not receive a MINIMUM of thirty (30) accumulated minutes intermission, off the bandstand, within a normal three-hour engagement (ten (10) minutes per hour), shall be considered a continuous engagement, and continuous (DOUBLE) scale will apply. (Overtime also at double scale). Continuous playing on New Years Eve will pay triple scale (including overtime).
- D. If any set on a casual engagement is longer than ninety (90) minutes, the entire engagement must be paid at continuous scale (including overtime).

RULE XIV. SYMPHONIC PERFORMANCE INTERMISSIONS

On all symphonic engagements (opera, ballet, interpretive dance, public concerts, oratorios and cantatas) musicians must be given an intermission of at least 20 minutes no later than ninety (90) minutes after the start time of the performance or continuous (DOUBLE) scale will apply.

RULE XV. DOUBLING, PRINCIPALS, CONTINUO

On all engagements, all second and subsequent instruments shall be considered doubles and proper doubling fees shall apply for rehearsal and performance.

First Double:	15% of Base Scale
Each Subsequent Double:	10% of Base Scale

Opera, Ballet and Int. Dance:	50% of Base Scale for each double for rehearsal and performance
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Pub. Con., Or. & Can., (Paid Admission): 25% of Base Scale for each double for rehearsal and performance

Concertmaster: 100% additional for rehearsals and performances.

Principles receive additional 25% for rehearsals and performances even if only one musician plays within that section.

Principal 2 nd Violin	Principal Clarinet	Principal Tuba
Principal Viola	Principal Bassoon	Principal Harp
Principal Cello	Principal Saxophone	Principal Keyboard
Principal Bass	Principal French Horn	Principal Timpani
Principal Oboe	Principal Trumpet	Principal Percussion
Principal Flute	Principal Trombone	

The following Assistant Principals positions will receive additional 10% for rehearsals and performances, Major Event is excluded from this premium:

Assistant Principal 1 st Violin	Assistant Principal Cello
Assistant Principal 2 nd Violin	Assistant Principal Bass
Assistant Principal Viola	

Continuo musicians (Cello, Keyboard, Theorbo, Bass and/or Bassoon) performing in secco recitative, aria or arioso in which the continuo musicians are the sole instrumental support of the soloist(s) shall receive an additional 15% of base scale for each rehearsal and performance.

The following **four** categories of percussion instruments however, shall be considered as a set, or group, without doubling fees within the group.

- A. Non-pitched percussion instruments: Bass drum, small drums, cymbals, gongs and traps.
- B. Tympani
- C. Keyboard percussion instruments: Marimba, (Vibraphone), xylophone, bells and chimes. A percussionist asked to play within a second group shall be paid doubling fees for any instruments in addition to the main group for which he or she was engaged. When a member is told by a leader or engaging member to bring additional instruments to the engagements, doubling fees shall apply whether or not the additional instruments are played. The above in no way affects any negotiated contract doubling agreements.
- D. Drum set

RULE XVI. PLAYING ALONE

On single or repetitive Class AA and Class A engagements of less than five (5) nights per week when an instrumentalist plays alone, an **EXTRA FEE** of **\$50.00** shall be part of wages. (This rule does not apply to Class B engagements). On steady engagements, playing-alone EXTRA FEE shall be \$70.00 weekly. Leader fee, payroll fee and pension apply as well.

When any instrumentalist is required to play alone on single engagements, one hour or more prior to or subsequent to the orchestra portion of engagements, \$50 playing-alone fee applies. This Rule does not apply to solo Class B engagements.

RULE XVII. CARTAGE

A. On each single engagement, minimum cartage fees are listed below.

AMPLIFIERS	\$20.00	DRUM SET	\$50.00
STRING BASS	\$25.00	AUX. PERCUSSION EQUIPMENT	\$35.00
ELECTRIC GUITAR & AMPLIFIER	\$30.00	CONGA CRUMS (Pair)	\$35.00
ELECTRIC BASS & AMPLIFIER	\$30.00	TYMPANI (Per Drum)	\$35.00
ELECTRIC KEYBOARD & AMPLIFIER	\$30.00	CONCERT BASS DRUM	\$55.00
EACH ADD. KEYBOARD, CONTROLLER	\$15.00	LARGE TAM TAM (With Stand)	\$55.00
SYNTH., MIDI CONTROLLER and/or AMP	\$30.00	ORCHESTRA BELLS	\$30.00
RACK CASE	\$15.00	CHIMES	\$80.00
PEDAL BOARD/FOOT CONTROLLER	\$15.00	VIBES	\$55.00
SMALL AUDIO SYSTEM	\$80.00	PIT XYLOPHONE	\$30.00
HARP	\$90.00	XYLOPHONE	\$55.00
TUBA, BARI SAX, CONTRA BASSOON	\$25.00	MARIMBA 4 OCTAVE or LESS	\$55.00

B. On multiple day engagements, cartage applies on any day instrument is transported. If secure overnight storage of instruments is provided, a separate cartage applies for load in and load out days.

C. If required to move equipment from a location to another within an engagement, an additional cartage fee will apply.

E. An additional charge should be negotiated for instruments or equipment of excessive weight and or size.

XVIII. SUB-LEADER’S PAY

When a leader will not be present on any engagement, the leader shall designate, prior to the engagement, a sub-leader to run the job, notify sidemusicians of same, and pay sub-leader the minimum leader’s fee.

When no sub-leader has been designated to handle the engagement, one shall be appointed by mutual consent of the musicians present on the job and that person shall receive the minimum leader's fee.

Any sub-leader, also designated by the leader to act as payroller, shall also receive an additional (current) payroll fee.

RULE XIX. MULTIPLE PERFORMANCES

When multiple performances are played, in or out of jurisdiction, and admission is charged for each performance, the orchestra shall be paid for each performance **and a minimum of forty-five (45) minutes between performances must be given.**

RULE XX. ESCROW DEPOSITS

Escrow deposits of at least ONE WEEK'S WAGES are required on all openings, re-openings, changes in ownership, promotions, spectaculars and the like. The escrow deposit must be made at least one week prior to the start of the engagement.

Escrow deposit of wages of musicians shall be accepted **ONLY** when made in cash, money order or certified check, made out to the Chicago Federation of Musicians. **NO PERSONAL CHECKS WILL BE ACCEPTED.**

RULE XXI. SPECIAL DRESS

There shall be no charge for wearing formal or suitable informal attire on any single engagement or steady engagements.

Any costume or uniform clothing shall be considered special dress and musicians must be paid \$25 extra for each engagement. Likewise, **WEARING COSTUME MAKE-UP** shall be compensated for, additionally, at the same rates.

RULE XXII. HEALTH AND SAFETY

All venues shall be required to meet the applicable guidelines for health and safety established by the United States Occupational Safety and Health Administration (OSHA). At no time shall any member be required to perform under any conditions (whether indoors or outdoors) that constitute a hazard to the musician's health, or to his/her musical instrument(s) or equipment (e.g., in rain, direct sunlight, extreme cold, heat, wind, or any other adverse conditions).

RULE XXIII. PROFESSIONAL CONDUCT

Members are required to appear on engagements in sufficient time to be fully prepared to perform when the engagement is scheduled to begin. (See Rule XIII B.)

Members are also required to conduct themselves in a professional manner, regarding behavior and dress, during the course of the engagement.

RULE XXIV. RECORDING

- A. Archival: On all live engagements, audio and/or video reproductions may be produced at no charge for private study or grant writing purposes only. A Local 10-208 archival agreement must be signed. See the office of the Vice-President for paperwork.

- B. Commercial: No member shall be engaged for any recording project for the purpose of commercial use or sale unless an AFM recording agreement has been signed. Wage scales and working conditions relating to all forms of commercial recordings may be obtained through the Electronic Media Department of Local 10-208.