

NEW MEMBER SERVICES CATALOG



MUSICIANS UNION OF LAS VEGAS LOCAL 369 AFM, AFL-CIO/CLC

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10:00 am - 4:30 pm



MUSICIANS UNION OF LAS VEGAS

Local 369 AFM, AFL-CIO

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PO Box 7467
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OFFICE HOURS: 10:00 a.m. to 4:30 p.m. (Monday - Friday)

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GENERAL MEETINGS

The first Saturday (or at a date in proximity if so ordered by the Executive Board) of each quarter year (January/April/July/October) at Union Headquarters, 3701 Vegas Drive, or at a location designated by the Executive Board with proper notice to the membership. Time: 1:30 p.m.

AMERICAN FEDERATION OF MUSICIANS

1501 Broadway, Suite 600, New York, NY 10036
Phone: (212) 869-1330 Fax: (212) 764-6134

TOLL-FREE AFM TROUBLE LINES

USA: 800-ROADGIG [(800) 762-3444]
Canada: 800-INFOFED [(800) 463-6333]
Western Office—LA: (323) 461-3441

WELCOME

...to the American Federation of Musicians (AFM) of the United States and Canada

This brochure will complete your introduction to the programs and services available to you as a member of our organization...it is the *owner's manual* to your Federation and Local 369.

We are referred to as "the Federation," "the AFM," "the Local," or "the Union." Regardless, the Federation and Local 369 offer programs and services that greatly enhance the working life of a professional musician. Your *owner's manual* will explain exactly in clear, straightforward language, how the many available benefits can help a very important person—*you*, as an AFM member of the Musicians Union of Las Vegas, Local 369.

Founded in 1896, the AFM has been serving professional musicians more than 100 years. It is made up of over 85,000 members belonging to more than 250 Locals. The AFM is the international governing body for locals representing musicians within specific geographic areas of the United States and Canada. Locals set *area standard* minimum wage scales and working conditions for local engagements, and deal with most matters occurring within their jurisdictions. The Federation—*bargains collectively* for all members involved in network radio, TV, videotape, educational TV, music videos, theatrical motion pictures, TV films, and other electronic media. AFM electronic media scales and rules apply equally to all locals, coast-to-coast. When a specific agreement is reached with a particular employer or entity, it is called a *Collective Bargaining Agreement* (CBA). Locals can negotiate *live performance* CBA's with *Employers* operating within their jurisdiction.

QUESTIONS? AND ORIENTATION MEETINGS

You are encouraged to review this manual with an officer of Local 369. You have made an investment in AFM membership and are entitled to all its benefits. This manual will help you use, protect, and appreciate that membership. Through membership dues and performance work dues contributed to Local 369 and the Federation, you reap a significant return and increased opportunities for your professional future and security.

Make your investment work!

Please take time; carefully read through this booklet.

New-member orientation meetings are regularly held at 11:00 a.m., on the first Tuesday of the month. While not mandatory, it is highly recommended you attend. You will receive a postcard reminder. Please notify Local 369 if you plan to attend. This is in case the Local is obliged to change the date and/or time of the meeting.

THE FEDERATION

...An International Service Network

The AFM exists to serve its members. This is its first priority! Musicians working for musicians—developing the AFM's member services. We urge you to get full value from the Federation by taking advantage of the AFM services that benefit you. A Local officer is always available to answer any questions.

To receive AFM services relating to a job, either at the Local, National, or International level, there must be a signed union contract filed for the job, either by you or the Leader/Contractor. It is your right to either possess a contract under your own name, or know that the Leader/Contractor hiring you has a union contract in place before you provide your services.

FEDERATION CONTRACTS

...A Benchmark for Security

A signed, filed AFM contract is the cornerstone of professional life, and opens the doors to services and benefits of the AFM and the Local. AFM contracts are easy to complete, and ethical employers should not object to signing them. The contract secures the employer's commitment to your services, and guarantees your services to the employer. The Federation and its Locals supply legal contract forms to members for all types of professional work. In a later section, a sample contract is provided with instructions for correct preparation.

A SIGNED UNION CONTRACT IS NECESSARY FOR THE PROTECTION OF BOTH YOU AND YOUR EMPLOYER, AND GIVES COMPLETE ACCESS TO FEDERATION SERVICES & BENEFITS.

NATIONAL CONTRACTS IN THE UNITED STATES AND CANADA

The Federation has negotiated collective bargaining agreements in the U.S. and Canada covering national and international live performance, electronic media (TV, recordings, etc.), and touring employment. An international group of producers, agencies, and companies negotiates with the AFM to establish these agreements, which then set the standards for all such employment. These contracts are available from Local 369; our staff can explain how to complete them correctly. Besides contracts for musicians who perform the music, there are contracts for musicians who prepare the music scores and parts to be played: arrangers, orchestrators, and copyists, generally grouped under the term, "*Music Prep.*"

Agreements covering electronic work include:

- ◆ Commercially sold music DVD's and Videotapes
- ◆ Documentary & Archival Recording (Video and/or Audio)
- ◆ Jingles
- ◆ Payment for new use in another category (also applies to *Music Prep* musicians)
- ◆ Phonograph Records and Compact Discs
- ◆ Television Films
- ◆ Television Videotapes
- ◆ Television & Radio Commercials and Announcements
- ◆ Theatrical Motion Pictures

Agreements are also in place for Pay TV, Cable TV, Station "ID's," Public Television (PBS) & Radio (NPR), syndicated radio, transcriptions, and even the Internet.

Many of these electronic agreements provide additional payments in the event of a *new use* or *re-use* of your recording, and are also applicable to new use of *music prep* contracts (arranging, copying, etc.).

National and international touring employment covered by Federation-negotiated agreements include: ice shows, circuses, musicals, operas, ballets, and stage shows. Before you accept touring employment, check with an officer of Local 369.

SINGLE ENGAGEMENT LETTER OF ASSENT (SELA)

Achieving pension and group health insurance (H&W) benefits through your Local 369 membership is a meaningful goal and our administration is committed to helping its members achieve these benefits.

SELA is unique to Local 369, and is a major achievement. SELA contract language enables you to receive both pension and group healthcare contributions in a simple and efficient manner.

The SELA contract grants the employer (purchaser) the ability to designate the leader or soloist to be the employer's legal surrogate. The employer can then with just one check pay the leader or soloist total monies for wages and benefits. Then from their personal checking accounts, the *designated* leader or soloist, can legally (per *ERISA Law) write checks to the benefits funds (pension and H&W), in addition to writing the *paychecks* for themselves and sidemusicians. *Note: the term leader as opposed to soloist reflects that there are also sidemusicians who are hired by the leader.*

**ERISA – Is the Employment Retirement Income Security Act; a Federal law governing benefits funds under strict rules and regulations, violation of which constitutes a felony.*

This is a wonderful opportunity for full-time freelancers and “weekend warriors” alike to accomplish parity as members along with their brothers and sisters who enjoy benefits through steady contract or collective bargaining agreement employment. Please do not hesitate to call Local 369 for details as to how you can get started. By doing so, you will exponentially increase the value of your membership.

PENSION PLAN (AFM EP-FUND) AND HEALTH & WELFARE (H&W)

All *national* and *international* agreements in addition to wages, require that mandatory employer contributions of an AFM negotiated percentage of scale wages, be paid to your pension account, plus an AFM negotiated H&W payment. When the proper AFM contract is signed and filed, the employer will automatically deposit pension contributions in your name into the AFM EP-Fund, headquartered in New York City. The H&W payment will be sent to your health insurance provider (when setup to do so), otherwise you will receive it as a side payment. The majority of AFM-negotiated TV, film, phonograph, etc., and touring agreements, all call for AFM-EP Fund contributions, minimally of ten percent (10%).

LESTER PETRILLO MEMORIAL FUND

This is a charitable trust fund established in 1951 for disabled musicians, and provides modest amounts of assistance to qualified applicants on an emergency basis. An eligible member can receive one benefit check within any calendar year. However, the Local's Secretary (*Officer*) may submit a request for further assistance on behalf of member.

Further information can be provided by Local 369's *Titled Officers*.

MUSICIANS LOCAL 369 EMERGENCY RELIEF FUND

This is a fund established many years ago by Local 369, AFM. It operates in a manner similar to the Lester Petrillo Memorial Fund. Members in good standing who are experiencing financially challenging circumstances may appeal to the Executive Board of Local 369 for modest assistance.

TOLL-FREE ROAD HELP

...Help is Only a Phone Call Away

When you are on the road, away from home, and a job goes bad—if you are fired, cancelled, or *stiffed*—the Federation’s Emergency Traveling Assistance Program is there to help you.

One telephone call will put you in contact with a Federation staff person who will give you advice and assistance. What’s more, emergency cash may be advanced based on applicable Federation scale. The Federation will even go to court to collect the rest of your money, and at no cost to you.

Your signed and locally filed union contract is all you need to benefit from this service.

In the U.S., dial **1-800-ROAD GIG** (1-800-762-3444)

In Canada, dial **1-800-INFO FED** (1-800-463-6333)

MUSIC PERFORMANCE FUND (MPF)

FILM FUNDS TRUST FUND

Through agreements negotiated between the AFM and electronic media companies, special trust funds exist to create employment paying special MPF rates to members who perform at certain events, provided they are free and open to the public. Such events among others include park concerts, educational concerts, performances at hospitals, and senior citizen centers. To participate, you and your co-sponsor as a rule should apply to Local 369 at least 45 days in advance of the event. Call for further details.

SPECIAL PAYMENTS FUND

For any service you provide in the electronic media field for an employer who has signed a Federation Agreement within that medium, you will receive additional payment for several years from a pool of funds created from contributions by all AFM *signatory* film and record producers.

Each year, AFM members who have played for film or audio recording sessions receive a financial disbursement from a pool based on the number of sessions individually played. The more sessions played, the larger the distribution payment.

To qualify for Special Payments, signed AFM contracts must have been filed!

EMPLOYMENT ADVICE AND DIRECTION

Once you join the Union, you will be provided information on networking, job leads, contractors, agents, managers, and other contacts or sources for obtaining work.

LOW COST SECURITY

...Group Insurance Rates

The Federation has endorsed various insurance packages for members. You can purchase professional all-risk insurance for your instruments, equipment, and sound system at group rates from Marsh Affinity Group Services (a division of Seabury & Smith). Private medical policies, provided at substantial savings through various AFM membership plans, are available through Local 369 membership.

PLAYING ENGAGEMENTS IN CANADA (*Note: Subject to changes in law*)

The Canadian Office of the AFM has been designated as the sponsoring organization for a cultural exchange program, whereby employment validation (EMP-2151) prior to entering Canada for commercial engagements for a period of up to three months will not be required.

American AFM members performing in Canada may enter without a work permit if they are musicians entering Canada not longer than 90 days:

- ◆ Accompanying acts or stars
- ◆ Who are soloists
- ◆ Who are part of a group (band)
- ◆ As a *Guest Artist* (not employed) within a Canadian performance group
- ◆ Performing at private events, such as weddings
- ◆ To do guests spots on Canadian TV and radio broadcasts

If anything above is performed at a bar, restaurant, nightclub, etc., a work permit will be required!

Bar, restaurant, nightclub, and certain other employment will require an IMM-1102 Work Permit, and a copy of the work contract must be presented to the Canadian Immigration Inspector at the port of entry.

Fees (subject to change) in Canadian dollars are as follows:

- ◆ Single member(s) \$150 (Canadian) each.
- ◆ Groups of 3 to 14 members traveling as a unit (band), \$450 per unit (Canadian).
- ◆ Your Local's Officers will be happy to assist you with all the necessary forms, contacts, and more specific information.
- ◆ Canadian Office: phone **(416) 391-5161**, toll free **(800) 463-6333**
fax **(416) 391-5165**
- ◆ Email address: ***afmcan@afm.org***

THE INTERNATIONAL MUSICIAN & THE DESERT ARIA

Every month, members receive the highly respected music industry publication of the AFM, the *International Musician*. This newspaper covers players, issues, and innovations on the international music scene and also provides Federation news, commentary, and job & audition listings.

Quarterly (January / April / July / October), you will also receive the Local 369 industry newsletter, the *Desert Aria*. Both the *International Musician* and the *Desert Aria* constitute legal notice to the membership.

LET'S GET TOGETHER

...Conferences, Conventions, and Workshops

REGIONAL

Delegates from locals regularly attend regional conferences and workshops where they discuss issues and problems unique both to their area business, and to their membership. Workshops and seminars focus on improving service to members.

- ◆ Canadian Conference
- ◆ Illinois State Conference
- ◆ Mid-States Conference of Musicians
- ◆ New Jersey State Conference
- ◆ Penn-Del-Mar-DC Conference of Locals
- ◆ Professional Musicians of Texas
- ◆ Western Conference*
- ◆ Connecticut State Conference
- ◆ Mid-America Conference
- ◆ New England Conference
- ◆ New York State Conference
- ◆ Professional Musicians of California
- ◆ Southern Conference

(*Local 369 is affiliated with the Western Conference of the AFM.)

PROFESSIONAL CONFERENCES

Members who play specialized forms or categories of music have formed self-activation and improvement organizations within the Federation. They meet regularly to discuss the unique problems and challenges germane to the area of their musical specialty.

Groups recognized by the Federation include:

Classical	}	◆ ICSOM	International Conference of Symphony & Opera Musicians
Symphonic		◆ OCSM/ OMOSC	Organization of Canadian Symphony Musicians
Organizations		◆ ROPA	Regional Orchestra Players Association [The Las Vegas Philharmonic is a ROPA Orchestra]
		◆ RMA	Recording Musicians Association
		◆ TMA	Theater Musicians Association

AFM CONVENTIONS

Once every three years, Local delegates attend and participate in the International Convention at which AFM Bylaws (rules) are reviewed, sometimes revised, and where entirely new bylaws are presented. International Officers are elected during the Convention. The *Convention* is the supreme governing body of the Federation (AFM).

AFM AT LARGE

...National and International Affairs

The Federation is affiliated with the AFL-CIO and its Department for Professional Employees in the U.S. and the Canadian Labour Congress. Internationally, the Federation is a member of the Federation Internationale Musique (FIM), and the International Secretariat for the Arts, Mass Media, and Entertainment Trade Unions (ISETU).

The Federation's labor affiliations and conferences are important links in the AFM's network of Provincial and State Representatives and U.S. State Legislative Directors, who participate in an ongoing dialogue with American and Canadian Government agencies and bodies. The purpose is to encourage the enactment of legislation beneficial to professional musicians.

AFM CONTRACTS AND LOCAL CONTRACTS

...Professional Security for Professional Players, Arrangers, Orchestrators, and Copyists (Music Prep)

As a music professional, you should only work with authorized AFM contracts that provide the complete protection related to the music profession. Customized contracts are available at Local 369 for most types of single or steady engagements, as well as recording engagements, including TV, radio, records, film, jingles, touring and *music prep*. The most commonly used contracts cover day-to-day work for clubs, lounges, and steady engagements. Whether you are a leader or single musician, you need to know how to fill one out, how to file it, and how to make a claim if something goes wrong. If the engagement meets the criteria for pension, or pension *plus* H&W, use the appropriate AFM contract containing the respective language. These will be provided by the Local's officers with instructions.

In order for your contract to be enforceable, it must be filed and distributed before the date of the engagement. File one copy with the Local where the engagement takes place, one copy is retained by the purchaser/employer, and of course, save one signed copy for yourself.

DON'T TAKE CHANCES: FILE CORRECTLY

On page 13, is a sample of a completed LPH-LV (one of many different contracts), which includes language for pension and health plan benefits. This is a commonly used contract for local engagements. Contracts reflect doing business, and are your guarantee of professional treatment.

A NOTE ON THE DISPUTE ARTICLE IN CONTRACTS: All Local 369 contracts contain a clause **on behalf of the Purchaser ("Resolution of controversies or claims:")** covering the handling of disputes. Two options (check boxes) are provided and are solely the Purchaser's choice. One method is through the offices of the **(A.) American Arbitration Association;** the other is to seek a hearing utilizing the executive board of the **(B.) Local Union.** If the boxes are left unchecked, the matter will go to: **(B.) Local Union.** Should the Purchaser/Employer inquire about this clause, **you are strongly urged to suggest he/she check Box B.** This authorizes the union to act as the arbitrator of any dispute, because using the **American Arbitration Association** is very expensive and time consuming, even though the cost is evenly shared by both sides, win or lose. Historically, local unions have been fair and impartial in their adjudication, **plus—the use of the Local Union is free!** (See sample contract on page 13.)

Finally, any member in good standing has the right to contract musical engagements.

BOOKING!

Use Union Authorized Booking Agents Whenever Possible

Agents who have signed agreements with the AFM carry special Union authorization providing trust in their booking of AFM members. They have agreed to use AFM contracts, secure *scale* payment or better, and charge no more than fair and stipulated commission percentages. Check with Local 369 for agents who may have recently been authorized in addition to those listed.

2009 AFM Approved Booking Agents – Las Vegas Area

Company Name Contact Name	Address	Phone / Fax	Email Address	Agreement # Local #
Baskow & Assoc, Ltd. Jaki Baskow	2948 E Russell Rd Las Vegas NV 89120	P / 702-733-7818 F / 702-733-2052	jaki@baskow.com	010845 Local 369
Washington Kikaku LV Contact: Mako Imaizumi	5415 Harmon Ave #1008 Las Vegas NV 89103	P / 702-434-5259 F / 702-586-0194	washingtonkikakulv@ yahoo.com	013072 Local 369

FIGHTING BACK*

...Claims For Unpaid Wages—Here Are A Few Examples From Experience!

- ◆ The phone rings just as you're about to leave for your job. "We don't need you," explains the purchaser. Now you have been suddenly cancelled—even though you have a signed contract.
- ◆ As you exit the stage after a show in the first days of a two-week engagement, the employer claims he is losing money and can't pay you for the rest of your performances. He has cancelled his live entertainment policy, and you with it.
- ◆ You have completed your engagement and are waiting to be paid, however, you are paid less money than agreed upon. "But we signed a contract," you remind him. "Well," he says, "I can't afford to pay you that much. Take it or leave it!"

**Be advised per AFM Bylaws Article 12, Section 1 "Members are required to exhaust all remedies and appeals provided by their Locals and/or the AFM before proceeding in court or any other tribunal against any member, Local, or the AFM."*

We hope for the best, but it **is** possible that experiences such as these can befall a professional musician sometime in his or her professional career. Should such a situation arise, your local and Federation have established procedures for recovering wage claims.

To fight for unpaid wages, you must follow these Federation rules and procedures. If you do not have a signed and filed union contract, your claim could fail!

...CLOSE TO HOME

If you have a claim against a purchaser resulting from an engagement that took place in the jurisdiction of Local 369, contact our local. An officer of Local 369 will examine the situation and instruct you on the necessary procedures, some of which now follow:

1. You will be asked to write a *claim* letter and/or fill out a *claim* form.
2. Our local will attempt to collect the claim or reach a settlement through direct contact with the purchaser.
3. A hearing may be held at Local 369, which you have the option to attend, or depending on the case, your attendance may be mandatory.
4. If the local processes the claim through the courts, you will be asked to attend.
5. Partial or complete attorney and court fees may be absorbed by the local. Check with Local 369 officers who can bring you up to date on our policy. Your costs may be covered.

...MEMBER DISPUTE

If you have a claim against a Local member, it must be processed through Local 369.

1. You must write a claim letter and/or fill out a claim form.
2. A Local hearing will be held by a Local *Board* (often called a Trial Board) at which you and any others involved will be asked to appear and testify.
3. The Local *Board* will make a judgment which must be honored by the member(s) involved, unless either party appeals the decision.
4. An appeal if accepted, challenging a local's decision will be heard by the International Executive Board (IEB) of the Federation, which can uphold, overturn, or modify a Local's decision.
5. The Federation's IEB decision is final, binding and will be upheld and enforced by Local 369.

...ON THE ROAD

All wage claims for traveling engagements under **AFM Contracts** fall under the jurisdiction of the Federation.

For all claims resulting from an engagement that took place outside your *Home Local's* jurisdiction, contact an officer in the jurisdiction where you're working or contact the New York City office at 1-800-ROADGIG (800-762-3444).

1. You will be asked to complete a claim form and perhaps write a claim letter.
2. If you wish, the Local's officers in the jurisdiction where you performed may contact the purchaser directly, and attempt to collect or settle. If they are unsuccessful, your claim will be forwarded to the New York City office for a collection attempt by the Federation.
3. You may forward your traveling claim directly to the AFM New York City office. In either case, when the AFM receives your claim, they will attempt to collect/settle through correspondence, or by a telephone conference with the purchaser.
4. If the claim is not paid or settled, the New York City office will appoint an attorney in the area where the claim occurred, who will then take the claim to court for you. Your attendance at a court hearing may be required.
5. The Federation will absorb all court and legal expenses.

HELPFUL TIPS:

- ◆ Phone a local officer at the first signs of job trouble. Do not let anyone take action before you do. Do not discuss the case with anyone else.
- ◆ Do not sign a settlement or anything else with anyone until you first consult with a local officer.

YOUR AFM LOCAL

...On Your Side, Day By Day

Local 369 is responsible for the standards and services that affect your everyday professional life. The minimum scales and working conditions for your area are determined by Local 369, which is also responsible for enforcing union contracts. Union contracts secure wages and other stipulated conditions understood and agreed upon by both parties.

The jurisdiction of Local 369 incorporates Lincoln County and Clark County (which besides Las Vegas, also includes Henderson, North Las Vegas, Boulder City, Laughlin, Primm, and Mesquite), in the State of Nevada.

LOCAL 369 WILL ADDRESS ALL PROBLEMS YOU MAY ENCOUNTER WHILE PERFORMING WITHIN ITS JURISDICTION, PROVIDED YOU HAVE FILED A UNION CONTRACT.

The job of every AFM local includes establishing and maintaining its Bylaws (local rules for the area); administering local services and benefits to local & traveling AFM members; servicing local claims; enforcing AFM contracts; encouraging the employment of AFM members; promoting a professional music industry, and establishing events and services that build solidarity among professional musicians in the local's geographical operations area.

A CUSTOMIZED SERVICE MENU

...The More You Participate, The More You Gain

Each local provides a number of benefits and programs customized by its executive board to fit the unique needs of its area's music industry. The more you become involved in the affairs of Local 369, the more you will learn and thereby benefit from its services.

...GET INVOLVED!

www.musicianslasvegas369.com is our web site address—use it—it is there for you! Some of the information provided on the site is:

- ◆ Email links to the Officers, Staff and Trustees
- ◆ **MESSAGE BOARD**—where all industry related messages are welcome to be posted by Local 369 members
- ◆ **IN THE NEWS**—a page with current information affecting the music industry
- ◆ **DESERT ARIA ONLINE**—our quarterly newsletter posted with the most current version for your review
- ◆ Links to various web sites, both local and national concerning musicians
- ◆ **CREDIT UNION**—Community One Federal Credit Union
A Division of: America First Federal Credit Union
- ◆ Emergency relief fund (under **DONATE TODAY**)

Forthcoming Features:

- ◆ Videotape promotional library and other audio/visual promo material
- ◆ Website availability list of musicians
- ◆ Union life insurance
- ◆ Union medical plans
- ◆ Union booking agency

LOCAL COLLECTIVE BARGAINING AGREEMENTS

Local 369 has negotiated locally, exclusive collective bargaining agreements. These agreements provide professional wages, working conditions, and automatic pension contributions of up to 10% of wages, to be paid in the musician’s name to the AFM Pension Fund (headquartered in NYC.) In addition, these agreements may also provide the opportunity to qualify for group health insurance coverage. Listed below, are some of the entities with whom we currently have collective bargaining agreements.

PERFORMANCE & BUSINESS ORGANIZATIONS	THEATRICAL PRODUCTIONS	HOTELS
Agassi Charitable Foundation	<i>Donny & Marie Osmond</i>	Bally’s
The Las Vegas Philharmonic (Symphony Orchestra)	<i>Jersey Boys</i>	Caesars Palace
Nevada Chamber Symphony	<i>Lion King</i>	Circus Circus
Nevada Opera Theatre	<i>Phantom of the Opera</i>	Flamingo
Southern Nevada Musical Arts Society		Riviera
Opera Las Vegas		

ANNUAL MEMBERSHIP DUES AND WORK DUES

How does the AFM and its individual locals remain healthy and effective? They do so through *per capita* payments and work dues. The AFM and the local unions could not survive merely on annual membership dues.

The Federation is supported by every local through *per capita* levees.

Per capita can be defined as the AFM’s portions of annual membership dues and a local’s work dues revenue.

Locals survive and prosper by means of *work dues*. Live performance *work dues* in Local 369 are 4% of scale wages for all services rendered. This includes rehearsals as well as performances, and also all *Music Prep* services. Work dues legally can only be based on scale, therefore **never** applicable on any amount you might receive or negotiate above scale.

NOTE: Membership Dues and Work Dues are a 100% income tax deduction!

HOW CAN YOU ACTIVELY PARTICIPATE IN LOCAL 369?

You have the:

1. right to attend and observe Local 369 Executive Board meetings, and also participate when recognized by the *Chair*.
2. ability to submit general suggestions or ideas helpful to Local 369.
3. ability to submit specific suggestions, or propose amendments to Local 369 regarding its bylaws policies.
4. right to schedule a formal appearance before the Executive Board to speak on matters or issues germane to the union, or union membership.
5. right to run for the Executive Board or executive office of Local 369, provided you meet the necessary criteria stipulated by our Bylaws.

AFM Labor Alphabet Soup

(What The Acronyms Mean)

UNION	
AFM	American Federation of Musicians
AFM-EPF	AFM and Employers' Pension Fund (US)
AFM-EPW	AFM and Employers' Pension and Welfare (Canada)
EMSD	Electronic Media Services Division
ERF	Emergency Relief Fund (ROPA)
IEB	International Executive Board
IM	International Musician
MPSPF	Motion Picture Special Payments Fund
O&E	Organizing and Education Department
OSP	Orchestra Service Program
RIMPF	Recording Industries Music Performance Fund
SPF	Special Payments Fund
SSD	Symphonic Services Division
T&T	Traveling & Touring Department
TEMPO	Political Action Fund

LABOR ORGANIZATIONS	
AEA	Actors' Equity Association
ACTRA	Association of Canadian Television and Radio Actors
AFL-CIO	American Federation of Labor - Conference of Industrial Organizations
AFTRA	American Federation of Television and Radio Artists
AGMA	American Guild of Musical Artists
CLC	Canadian Labour Congress
CLC	Central Labor Council
CWA	Communication Workers of America
DGAA	Directors' Guild of America
DPE	Department of Professional Employees (AFL-CIO)
IATSE	International Alliance of Theater and Stage Employees
IRC	Industrial Relations Council (some Canadian provinces)
SAG	Screen Actors Guild
WGA	Writers' Guild of America

GOVERNANCE	
LAO	League of American Orchestras
OC	Orchestras Canada
CANADA COUNCIL	Canadian Council of the Arts
NEA	National Endowment for the Arts (US)
SOI	Symphony Orchestra Institute

BARGAINING TERMS & ACRONYMS	
AV	Symphony, Opera, Ballet Audio-Visual Agreement
CBA	Collective Bargaining Agreement
CBC	Canadian Broadcasting Company
DFR	Duty of Fair Representation
IA	Internet Agreement
LIOC	Local Internet Oversight Committee
NIOC	National Internet Oversight Committee
NLRA	National Labor Relations Act
NLRB	National Labor Relations Board
NPR	National Public Radio
NPTV	National Public Television Agreement
PSA	Personal Service Agreement
R to NC	Radio to Non-Commercial Agreement
SLPA	Symphonic Limited Pressing Agreement
SRLA	Sound Recording Labor Agreement
ULP	Unfair Labor Practice

CONFERENCE NEWSLETTERS	
ROPA	Leading Tone
AFM Local Officers	Officers' Edge
TMA	Pit Bulletin
RMA	RMA International Newsletter
ICSOM	Senza Sordino
OCSM/OCSOM	Una Voce



American Federation of Musicians of the United States and Canada (herein called the "Federation")

CONTRACT

(Form LPH-LV)

For Local Engagements Only

Note: Whenever the term "Local" or "Local Union" is used in this Contract, it shall mean the Musicians' Union of Las Vegas, Local 369, of the American Federation of Musicians (AFM).

Articles of this contract may not be deleted or altered by any parties. Any changes must be approved in advance by Local 369.

This CONTRACT for the personal services of musicians on the engagement described below is made this 27th day of April, 2010, between the undersigned Purchaser of music and the undersigned Signatory Musician.

1. Name and Address of Place of Engagement: Caesars Palace Hotel/Casino 3570 Las Vegas Boulevard South, Las Vegas, NV 89109

Name of Soloist or Musical Unit: The Vegas Dynamics

Number of Musicians: Six (6) Number of Vocalists: One (1)

2. Date(s) of Engagement(s) and hours of performances(s): June 1, 2010, 8:00 p.m. - 11:00 p.m.

3. Type of Engagement: "Casual" - Cocktails & Dinner Party

4. a) Amount and Terms of Payment: \$2,500 (Twenty-Five Hundred Dollars) 50% (\$1,250) in advance not later than 05/15/10, payable to Musicians Union of Las Vegas Escrow Account and 50% balance (\$1,250) on 04/30/10.

b) Late Fees: Per Local 369 Scale Book, Regulations, Sec. II, F. Payments on steady engagements, weekly; all others, not later than 15 calendar days following closing day. Therefore, "Wages not paid by the deadline shall incur liquidated damages of 5% of the amount due plus an additional 5% for each additional 15 day period that the payments are late."

c) Cancellation: Per Local 369 Scale Book regulations, Sec. II, E, 4—except for Force Majeure (see No. 10), cancellation of services of less than 2 weeks on a steady engagement, or 72 hours on any other engagement shall require 100% of payment in accordance with the contractual amount agreed upon.

5. Overtime: Should the services of the musicians extend beyond the times stated in this contract, the purchaser shall be liable for payment at the rate of time and one-half based on scale, charged in increments of fifteen minutes or any portion thereof.

6. Recording: No performance or rehearsal covered by this Contract 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 by the Federation relating to and permitting such recording, reproduction, or transmission. This prohibition shall not be subject to the arbitration provisions set forth in §13 nor to any other form of arbitration, and the Federation and/or Local may enforce this prohibition in any court of competent jurisdiction.

7. Access: A representative of the Local shall have access to the place of engagement covered by this Contract for the purposes of communicating with the musician(s) performing the engagement and/or the Purchaser.

8. Pension: If the Purchaser is the employer of the musician(s) and the engagement described herein is subject to contributions to the American Federation of Musicians' and Employers' Pension Fund (the "AFM-EP Fund"), then the Purchaser/employer shall be bound by the Agreement and Declaration of Trust establishing the AFM-EP Fund, as it has been and may be amended, which is incorporated herein by reference as though set forth in full, and shall make contributions in the amount(s) amount of 10% of each musician's Scale Wages as set forth in the Local's book of Scales for non-CBA Employment Occasions (or other applicable wage scale) to the Pension Fund on behalf of that musician in accordance with the rules of the AFM-EP Fund. It is expressly understood that the Purchaser/employer may discharge this obligation through the use of a bookkeeping or payroll service without altering its status and responsibility to the AFM-EP Fund as an employer.

9. Health & Welfare: If the Purchaser is the employer of the musician(s) and the music preparation described herein is subject to contributions to the Hotel Employees and Restaurant Employees' International Union Welfare Fund (the "H&W Fund"), then the Purchaser/employer shall be bound by the Agreement and Declaration of Trust of the H&W Fund, as it has been and may be amended, which is incorporated herein by reference as though set forth in full. The Purchaser/employer shall also be bound by all procedures established and actions taken by the Trustees of the H&W Fund pursuant to said Trust Agreement and shall make contributions to the H&W Fund on behalf of each musician in the amount established from time to time by the Trustees of the H&W Fund. Any work performed by a musician shall be considered to be a day's work for contribution purposes. The daily contribution shall be equal to six times the hourly amount (but in no way to be construed as an hourly service obligation) contributed to the Trust on behalf of employees working pursuant to CBA's with the Local Joint Executive Board of Las Vegas (Culinary Local 226). Contributions shall be sent to the office of the Hotel and Restaurant Employees International Union Welfare Fund at such address as the Fund may determine. It is expressly understood that the Purchaser/employer may discharge this obligation through the use of a bookkeeping or payroll service without altering in any way its status and responsibility to the H&W Fund as an employer.

10. Force Majeure: The agreement of the musicians to perform is subject to sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control (force majeure). A substitute may be utilized only in case of an emergency.

(Continued on reverse side)

IN WITNESS WHEREOF, the parties have hereunto set their names and seals on the day and year first above written.

Jones Manufacturing Company Print Purchaser's Full and Correct Name (If Purchaser is a Corporation, Full and Correct Corporate Name)

Johnny Leader 369 Print Name of Signatory Musician Local Union #

Signature of Purchaser (or Agent thereof) 3000 Jones Blvd Street Address

Signature of Signatory Musician 6701 Sunset Road Home Address

Jones CA 93608 City State Zip Code

Las Vegas NV 89101 City State ZIP Code

818) 555-5555 Telephone

(702) 555-5555 Telephone

Social Security or Employer Identification Number

Booking Agent Agreement # Address COPY OF CONTRACT: Original to Purchaser, Copy to Signatory Musician, Copy to Local 369, PO Box 7467, Las Vegas, NV 89125-Fax (702) 647-3693 Local 369 AFM

Contract Date: April 27, 2010 Purchaser: Jones Manufacturing Co Signatory Musician: Johnny Leader

11. Enforcement: This Contract, and the terms and conditions contained herein, may be enforced by the Purchaser and its agents and by each musician who is a party to this Contract, or who has, in fact, performed the engagement, and by the agent or agent(s) of each musician, including the Local Union.

12. Disclaimer: The Purchaser and the musician(s) who are parties to this Contract expressly understand that neither the Federation nor the Local Union are parties to this Contract except as expressly provided in §6, and that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

13. Resolution of Disputes: Except as provided in §6, the parties shall submit any claim or controversy arising out of this Contract or any alleged breach thereof to binding arbitration under one of the following procedures. At the time the Contract is executed, the Purchaser shall select the procedure by placing his/her initials in the box adjacent to the procedure selected. If neither box is initiated, it shall be presumed that the Purchaser has selected Option #2. To initiate arbitration, the party seeking arbitration shall serve a written notice on the other party with a copy to the Local Union not later than fifteen (15) business days subsequent to any alleged violation of this agreement.

Please be sure to read 'Dispute' article on page 7.

Option #1—American Arbitration Association: When a party has served a written notice requesting arbitration, the controversy shall be arbitrated by a mutually agreed arbitrator or through the services of the American Arbitration Association ("AAA"). In the latter case, the Local shall request a list of arbitrators from the AAA, from which the Purchaser and the Local may mutually agree on an arbitrator or determine an arbitrator through alternate striking. The arbitration shall be conducted in accordance with the AAA's Commercial Arbitration Rules. The Purchaser and the Local 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.

Option #2—Local Executive Board: The Executive Board of the Local shall arbitrate the controversy for processing in accordance with the Bylaws of the Local. The arbitration services of the Executive Board shall be available at no cost to either party.

Under either procedure, the decision of the arbitrator shall be final and binding on all parties. If either party is found to have breached this Contract, that party shall pay 12% annual interest on the principal amount of any monetary damages awarded for such breach from the date of the breach to the date of the arbitration award. Either party may seek to enforce the award as provided by the Nevada Rules 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.

14. ADDITIONAL PROVISIONS: Employer agrees to provide and pay for a sound and light system (Not part of the performance compensation of page 1).

	Names of All Musicians	Local Union #	Direct Pay
1.	<u>John Leader</u>	<u>369</u>	<u>TBA</u>
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WARNING: No *articles* of Local 369 or AFM contracts may be arbitrarily deleted or altered by either Purchaser or Signatory Musician, not even by mutual consent of both parties. Local officers must be consulted and approve any changes and/or alterations to contract *articles* or other language.

Arbitrary changes may render the contract void.