

# 2009 - RULES AND REGULATIONS FOR PROFESSIONAL MUSICIANS LOCAL 47 REFERRAL SERVICE

## GENERAL RULES

- Purpose:** The Professional Musicians, Local 47, ("Local") shall maintain a referral service, to be known as the *Professional Musicians Local 47 Referral Service* ("Referral Service"), for the purpose of enhancing employment opportunities for members of the Local. The Referral Service shall serve the members by 1) gathering and classifying information from individual Local members seeking work and referring members registered with the Referral Service to persons/entities which seek to potentially employ Local 47 members who have registered with the Referral Service (hereinafter "Purchasers") and/or contractors requesting same; 2) gathering and classifying information on Local individuals and their organized musical groups (collectively "Units") seeking professional engagements and referring Units registered with the Referral Service to individuals or organizations ("Purchasers") requesting same.
- Rules:** All Referral Service referrals shall be governed by the Rules and Regulations set forth in this document, as well as the Bylaws of Local 47, the Bylaws of the American Federation of Musicians ("AFM") and such other rules and regulations as may be, from time to time, promulgated by the Local. A copy of these Rules and Regulations shall be available upon request at the offices of the Referral Service, located on the premises of the Local, 817 North Vine Street, Hollywood, CA 90038. The Local reserves the right to amend, modify, or alter these rules at any time.
- Website:** The Referral Service may – from time to time and upon authorization from the Local's Executive Board -- operate a website in addition to its regular office services to be known as *Referrals47.org* ("Referral Website"). The Referral Website operates as a self contained program associated with the Referral Service and is governed by its own set of rules which can be found under the 'Referral Service Policies and Procedures' listed on the Referral Website at [www.Referrals47.org](http://www.Referrals47.org). A registrant in the Referral Service is not also automatically enrolled or registered in the Referral Website: that must done separately and requires a registrant to also agree to and be bound by the rules and regulations the govern the operation and administration of the Referral Website. The Local reserves the right, by and through the sole and exclusive discretion of its Executive Board, to modify, amend and/or discontinue the separate services offered through the Referral Website.
- Hours:** The Referral Service shall be open Monday through Friday, Holidays excluded, from 9:00 A.M. to 5:00 P.M. A registered Local member may inquire about the various services provided by the Referral Service in person or by phoning 323-993-3174. Purchasers may request referrals through the same means.
- Union Membership:** The Referral Service shall be maintained solely and exclusively as a benefit to the members of the Local. Only members in good standing of the Local may register for referral through the Referral Service, and only members in good standing of the Local shall be referred by the Referral Service. All musicians used by Units to perform engagements referred by the Referral Service must be members in good standing of the American Federation of Musicians. The Referral Service is not an exclusive nor non-exclusive hiring hall system and employers with whom the Local and/or the AFM maintain collective bargaining relationships are not required, as a term and condition of their collective bargaining agreements with the Local and/or AFM, to utilize the Referral Service prior to engaging any musician or musical groups.

6. **Non-Discrimination:** The Referral Service shall operate strictly on a non-discriminatory basis. Referrals and registration on the Referral Service shall be made without reference to race, creed, color, religion, sex, age and/or sexual preference. Requests for musicians within a specific racial, religious, age, sex, national origin, etc. grouping, shall be honored only when such a request is made in the context of a bonafide employment criterion, e.g., a movie or television production which by virtue of its storyline requires musicians of a certain ethnic background, age, sex, etc.
7. **No Fees:** The Referral Service is not, and shall not function as, a talent agency, a management agency, or a booking agency. Accordingly the Referral Service shall not negotiate compensation nor provide management or other related services to any party for its services, whether in the form of a registration fee or commission for employment obtained.
8. **Minimum Wages and Conditions:** The wages and working conditions for all employment or engagements obtained through the Referral Service must be at least those set forth for such employment or engagements by the Local or by the American Federation of Musicians, whichever is applicable to the specific type of performance.
9. **No Guarantee of Employment:** Neither the Local nor the Referral Service guarantee or warrant that any Unit registered with the Referral Service becomes entitled, as a condition or benefit of such registration, to any employment or referral to potential employment.

#### **RULES GOVERNING REGISTRATION**

10. **Need to Register:** Membership in Local 47 shall not automatically register the name of a musician or a Unit with the Referral Service. Only those members and Units following the procedures set forth below shall be registered with the Referral Service and eligible for referral.
11. **Registration Form:** To register, an applicant shall complete a registration form provided by the Referral Service on an annual basis. The registration form shall request the applicant's name, contact telephone number(s), type(s) of music performed and such other information as the Referral Service may deem necessary.
12. **Additional Information:** In addition to the information required of individual musicians, Units may be asked to provide size of Unit, the identities of all members (including substitutes and extra musicians) of the unit, instrumentation and such other information as the Referral Service may deem necessary.
13. **Acknowledgements:** Upon registration, the musician or Unit shall sign an acknowledgement that the individual or Unit leader has read and understands these Rules and Regulations and agrees to adhere to and be bound by the same.

#### **RULES GOVERNING REFERRALS**

14. **Referral Requests:** The information obtained in connection with each request shall be used by the Referral Service to complete a *Request for Referral Form* (available for inspection at the offices of the Referral Service). For requests for side musicians the Form shall include the name and phone number(s) of the potential employer, the date, time and location of the engagement, the instruments needed, the style(s) of music and any other information necessary to assist the Referral Service in providing the employer with an adequate referral. For requests for Units the Form shall include the identity and phone number of the Purchaser, the type of event and its date, time, and location, the number of people expected, the type of music needed, any special equipment or attire

- required, and any other information necessary to assist the Referral Service in providing the Purchaser/Employer with an adequate referral.
15. **Job Book:** The Referral Service shall maintain a Job Book in which employer or Purchaser requests for musicians and/or Units, which meet the requirements of the rules governing the Referral Service, shall be posted in the event the purchaser/employer has advised the Referral Service that it does not object to the posting of its information. Once each week Units registered with the Referral Service shall be allowed to peruse—either in person or by telephone—those requests for which they are qualified.
  16. **Lists:** The Referral Service shall match the needs specified by the employer or Purchaser with the information provided by those Units registered with the Referral Service. The Referral Service shall identify those Units which fit the criteria requested, and shall provide the employer or Purchaser with a limited list of names, and telephone numbers for those Units. The Referral Service shall rotate the order in which Units are placed on each successive list.
  17. **Referral Record:** The Referral Service shall maintain a record of all referrals made pursuant to the above Rules. After the Purchaser has been provided with the relevant information, the Referral Service shall contact the Units that were referred to the Purchaser and advise them of the referral.
  18. **Purchaser's Decision:** The decision of a Purchaser to engage any Unit and the responsibility for making all necessary arrangements for the actual providing of musical services shall be between the Purchaser and the Unit which the Purchaser decides to engage.
  19. **Reporting:** Once agreement to perform an engagement has been reached between a Purchaser and any referred Unit, the Unit shall immediately report that fact to the Referral Service. Upon entering into an agreement to perform with the Purchaser, the Unit shall fulfill all reporting requirements, including, when applicable (i.e., where the engagement is not otherwise covered under another Local and/or AFM collective bargaining agreement, such as the AFM TV/Film Agreement for sidelining engagements, etc.), the obtaining and timely filing of a Single Engagement Letter of Assent ("SELA") with the Local, in addition to any and all other contracts and reporting forms required by the Local and/or the American Federation of Musicians.
  20. **Removals:** With respect to any engagement obtained through the Referral Service, a Unit may be immediately suspended and/or removed from listing with the Referral Service in the event the Unit: 1) Fails to report immediately the agreement to perform an engagement to the Referral Service. 2) Fails to fulfill any of the reporting requirements of the Local, including, but not limited to the failure of the Unit to timely file with the Local a SELA covering employment obtained through the Referral Service, when the filing of a SELA is required for the engagement in question; 3) Any other violation of the Bylaws of the Local or of the American Federation of Musicians, of the *Local Wage Scales and Rules and Regulations covering Live Engagements*, these Rules and Regulations or such other terms and conditions of employment as are contained in an applicable collective bargaining agreement with the Local or the Federation applicable to the engagement. The Referral Service Office shall immediately report any alleged violations of these Rules to the Member Services Department Administrator ("MSD Administrator") who shall then investigate the alleged violation. In the event the MSD Administrator determines that there is sufficient evidence establishing that a violation has, in fact occurred, the following penalties shall be imposed upon the offending Unit: (1) For an initial violation, the offending Unit shall be de-listed from the Referral Service for a period of not less than 90 calendar days; (2) For a second violation the offending Unit shall be de-listed from the Referral Service for a period of not less than 180 calendar days, and;

(3) For a third violation, the offending Unit shall be permanently barred from registering with the Referral Service. Any Unit may appeal the decision of the MSD Administrator through the procedures set forth at Paragraphs 21 through 23 of these Rules. Any decision of the MSD Administrator not appealed within 30 days of the Unit first having knowledge of that decision shall become final and binding and shall not be reviewable under the procedures set forth at Paragraphs 21 through 23 of these Rules.

### RESOLUTION OF DISPUTES

21. **Complaints:** Any member of the Local who has a complaint or dispute regarding the administration of the Referral Service – including any action taken by the Local’s MSD Administrator under Paragraph 20 of these Rules -- shall file a written complaint detailing the specifics of the complaint or dispute with the office of the Local’s Vice President. Said complaint must be filed within 30 days from when the member first ad knowledge of the facts underlying the complaint or dispute.
22. **Attempt at Resolution:** Upon receiving a written complaint, the Vice President of the Local shall communicate with the party filing the complaint and with the Administrator of the Referral Service in an attempt to resolve the dispute to the satisfaction of all parties. If the dispute cannot be resolved in this manner, the complainant shall have the right to request that the dispute be referred to binding arbitration.
23. **Arbitration Procedure:** Upon receipt of a request for arbitration, the Local Vice President shall notify the Federal Mediation and Conciliation Service (“FMCS”) regarding the existence of the dispute and request the FMCS to provide a list of arbitrators to the Local and the complainant. A representative of the Local and the complainant shall then select an arbitrator to hear the dispute from the list provided by the FMCS, and as provided for in the rules issued by the FMCS. The arbitration shall be conducted pursuant to the Expedited Rules for Labor Arbitration of the FMCS Each party shall have the right to be represented by counsel at the arbitration hearing at that party’s own expense. The Local shall pay for the expense of the arbitration, including the fee charged by the arbitrator. Any party which desires to have the proceedings transcribed by a court reporter shall make arrangements for the presence of a court reporter and be responsible for payment of the court reporter’s fees. In ruling upon any complaint, the arbitrator shall have no authority to alter, amend, subtract from or in any other manner modify these Rules and shall solely interpret these Rules as applied to the at issue complaint.
24. **Award:** The award of the arbitrator shall be final and binding on both parties.

This agreement shall be in full force and effect from \_\_\_\_\_  
to and including December 31, 2009 and, except as set forth above, shall terminate automatically  
on midnight, December 31, 2009 without notice from either party to the other.

I hereby state that I have read and understood the Rules & Regulations of the Professional Musicians Local 47 Referral Service and agree to adhere to and be bound by he same. And I have received a copy of these Rules & Regulations.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_