

**The American Federation of Musicians, Local 76-493
and ACT Theater**
Collective Bargaining Agreement

1. AGREEMENT AND TERM

This Collective Bargaining Agreement (CBA) is negotiated between ACT Theater, here in after referred to as ACT and the Musicians' Association of Seattle, Local 76-493, AFM, hereinafter referred to as the Union for the purposes of establishing minimum wages and working conditions to govern the employment of musicians in the performance of musical services for the presentation of live musical theatre; and other musical presentations herein set forth when the Employer engages musicians.

The term of the agreement is January 1, 2019 – December 31, 2022.

DEFINATION OF MUSICAL THEATRE A production that has as an integral and major part of its thematic nature the use of live musicians, singers and dancers.

EXEMPTIONS Gala and Fundraising events, and dramatic plays with incidental music are exempt from this agreement. Community and/or educational groups and ACT Lab productions shall be exempt from this agreement.

For Musical Theatre productions, the following rules apply:

2. ORCHESTRA MUSICIAN WAGES

a. Rehearsal Wages per hour (2 hour minimum applies)

Term	
Jan1, 2019-Dec 31, 2020	\$29.85
Jan 1, 2020-Dec 31, 2021	\$30.45
Jan 1, 2021-Dec 31, 2022	\$31.06

A five-minute break shall be taken for each fifty-five (55) minutes worked or ten (10) minutes shall be taken for eighty minutes (80) work.

b. Performance Wages per service (3 hour maximum)

Term	
Jan1, 2019-Dec 31, 2020	\$132.30
Jan 1, 2020-Dec 31, 2021	\$134.95
Jan 1, 2021-Dec 31, 2022	\$137.65

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Musicians engaged to conduct an understudy rehearsal or teach music shall receive an additional \$8.00 per hour paid in 15 minute increments.

3. CONDUCTOR

The conductor shall receive an additional 25% of the musician's base wage for rehearsals and performances. When the conductor is required to play an instrument a 15% premium applies. For each additional instrument an 8% premium applies.

Term	Performance wage + 25%	Rehearsal wage per hour +25% 2 hr minimum
Jan1, 2019-Dec 31, 2020	\$165.38	\$37.31
Jan 1, 2020-Dec 31, 2021	\$168.69	\$38.06
Jan 1, 2021-Dec 31, 2022	\$172.06	\$38.82

Performances shall not exceed 8 per week not to exceed 3 hours including 15 minute intermission.

Additional performances over eight per week shall be paid at one and one half time the musicians scheduled wage (including doubles.)

During rehearsals ACT shall pay each musician the regular rehearsal rate. Preview performances shall be paid at the scheduled performance rate. A rehearsal after a preview performance shall be allowed. The conductor may call a ten-minute break at the conclusion of the performance and rehearse until the end of the three hour call or the rehearsal shall commence immediately at the conclusion of the performance and end no later than two hours and fifty minutes from the start of the performance call. The rehearsal call shall be limited to two preview performances per run of the show.

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3a. Touch Up Rehearsals After Opening Night

A touch up rehearsal shall be allowed. The rehearsal shall be a one-hour minimum call and shall not exceed one hour. Musicians shall be paid 1/3 of a musician's regular performance wage. The one-hour rehearsal shall be scheduled no earlier than ninety (90) minutes prior to a performance. The rehearsal may be a full sixty minutes without a ten-minute break. Musicians shall receive no less than 48 hours in advance notice of the call in writing (email applies). The touch up rehearsal shall be limited to no more than one time per week per run of the show.

4. SCHEDULING

ACT shall notify musicians engaged to play the production promptly. Such notification shall include instrumentation and doubling, and all dates and times of rehearsals and performances. The Union shall be sent a copy of such notice(s).

4 a. Schedule Changes ACT shall provide 48 hours written notice of schedule changes except during tech week where ACT shall provide written notice of schedule changes by dinner break of the preceding day.

5. OVERTIME

Overtime is defined as one and one half times (1 ½) an employee's normal rate of pay including doubles. The Employer shall pay performance and rehearsal wages at the rate of time and one half time the musician's regular rate of pay (including doubles) for all time worked outside of scheduled times except as provided for in section 4 above. Such overtime is payable in half-hour increments based on the last hour of work.

During rehearsals, rehearsal days and preview performances, any excess hours over 8 hours in any work day ACT will pay each musician at the rate of one and one half (1½) times the hourly rate including doubles in half-hour increments.

During tech week, 10 hours-days shall be allowed with no overtime charges. However, any time worked over 10 hours during tech week shall be paid at 1 ½ times the musician's regular wage including doubles.

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6. DOUBLING

Doubling rates shall apply when a musician is requested by ACT to perform on additional instruments. Musicians required to perform on more than one instrument (doubling) shall receive additional pay as follows:

First double: 15% of the applicable scheduled rate.

Second double and each additional double: 8% of the applicable scheduled rate.

DOUBLES INCLUDE, but shall not be limited to: piano/celesta; organ/celesta; trumpet/flugelhorn; flute/piccolo; clarinet/bass clarinet; any two saxophones; upright/electric bass; electric bass/fretless bass; harpsichord/piano; acoustic and electric guitar; guitar/mandolin; acoustic and electric bass; harpsichord/organ; violin/viola; and singing.

CLARINETISTS required to play instruments pitched in different keys (except A) are subject to being paid appropriate doubling for the number of different instruments required.

PERCUSSION DOUBLING shall be divided into the following categories: (1) drum set and small traps (when small traps are not used as part of a drum set they shall be considered a double); (2) general percussion (concert bass drum, snare drum, cymbals, gongs, tambourine, triangle, castanets and other percussion instruments and special effects when not used as part of a drum set); (3) timpani; (4) mallet instruments (any two are considered as one instrument and any additional as a double); (5) Latin instruments (small Latin instruments, congas, bongos, timbales as one; (6) electronic percussion instruments.

Doubling not set forth here shall be negotiated on a case by case basis.

6a. Electronic Musical Instruments

Musicians playing an electronic instrument (including but not limited to synthesizer, electronic drums, electric wind instruments and programmable guitar modules) shall be compensated at the base hourly rehearsal rate for time spent outside of regularly scheduled rehearsals creating programming and/or acclimating themselves to the equipment and programming. When a musician is required to play additional instruments and /or keyboards doubling applies as per Article 6.

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7. MEMORIZATION

Musicians (including subs) required to memorize a musical song shall receive a one-time premium per song equal to the applicable base performance wage for a three- hour service. Due and payable with the musician's first payroll.

7a. Musicians Writing/Editing Scores

The Employer is responsible for music preparation and will provide musicians with scores that are readable and playable at the first orchestra rehearsal. If a musician is required by the Employer to make major additions or revisions to their scores/ parts outside of scheduled rehearsals, s/he shall be paid an additional fee compensated at the musician's hourly base rehearsal rate.

8. CARTAGE

ACT shall pay a minimum of \$25.00 for cartage once in and \$25 for once out for performance(s) each contiguous run of a show; and once in and once out of rehearsal (s) per run of a show. Cartage shall only be paid once if the rehearsal (s) and performance (s) are in Act's venue. Cartage applies to the following instruments: piano, electric keyboard, organ, celesta, tuba, chimes, string and/or electric bass, cello, guitar, and accordion. Cartage shall also be paid when a musician is required to bring three or more instruments, music stands, instrument amp and/or speaker, or music library.

8a. Cartage for Harp, Percussion and Drums

To compensate these musicians for the extra time and labor required to move their instrument in and out of the rehearsal space and performance space, the Employer shall pay \$40 for cartage once in and once out for the rehearsal (s) and \$40 for cartage one in and once out for the performance space. Cartage shall only be paid once if the rehearsal (s) and performance (s) are in Act's venue.

9. UNUSUAL INSTRUMENTS

In the event a musician has to rent an unusual instrument to play a production, the Employer shall cover the rental cost. Examples of unusual instruments include; bass flute, oboe d'amore, heckelphone, contrabass clarinet, contra bassoon, bass saxophone, ethnic wind instruments, bass trumpet, alto trombone, contrabass trombone, cimbaso, acoustic bass guitar, balalaika, lute, tres guitar, bouzouki, theremin, tubaphone, cordovox, ondes Martenot and glass armonica. Other instruments may be considered at the discretion of the Employer.

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9A. Non-standard Instruments

In the event a musician has to rent an instrument to accommodate a nonstandard doubling requirement to play a production, the Employer shall cover the rental cost. For this article to apply, it must be negotiated between the musician and the Employer when the job is initially offered and prior to the musician's official written acceptance. Non-standard doubling shall be defined as a musician being required to play an instrument not considered part of their usual family of instruments (for example: upright bass doubling tuba).

10. PENSION

Effective January 29, 2011 ("Effective Date"), ACT will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows: Effective on the Effective Date, the Employer's contribution rate will be 11%. The 11% is deemed to include the rehabilitation rate.

ACT will contribute an amount equal to 11% percent of each musician's wage payable to the AFM-EP Fund and transmit payment through the union each pay period with appropriate forms, including the musicians' names, social security numbers, date(s) of engagement for which pension is paid, scale wages on which pension is paid and amount of pension. ACT agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund.

The Employer will sign a participation agreement which is attached to this CBA.

(Please remit pension payments payable to AFM Pension Fund c/o AFM, Local 76-493, 3209 Eastlake Ave E, Seattle, WA. 98102. The local will process the payment and forward it to the pension fund in New York, NY.)

11. PAYMENT OF WAGES

Payment of wages for each musician shall be made with ACT's regular pay period. ACT shall assume all federal and state payroll tax responsibilities.

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11 A. SICK AND SAFE TIME

ACT Theatre will fully comply with Seattle Municipal Code Sick and Safe Time Ordinance (PSST). Sick and Safe time shall be accrued at the rate of 1 hour per 40 hours worked. ACT shall impose a 90 day waiting period from the start of employment before a musician may use accrued PSST. In the event that twelve (12) months pass between periods of employment for a musician, their accrued PSST time shall expire and that employee must again qualify to use their accrued sick and safe time.

12. SUBSTITUTES AND SPILT BOOKS

Musicians shall be entitled to utilize substitute musicians at the conductor's discretion. The Employer shall compensate the substitutes directly under its payroll.

A substitute shall sit in the pit during one prior performance or through a rehearsal at no expense to ACT before acting as a substitute. Payment for the viewing musician shall be 50% of the musician's regular performance wage and be deducted from the requesting musician's wage and paid to the viewing musician. No substitutes allowed until after opening night.

13. UNION RECOGNITION

ACT recognizes Local 76-493 as the sole and exclusive bargaining agent for all musician-employees. All said employees shall, as a condition of employment, become and remain members in good standing of Local 76-493 not later than the thirty-first (31st) day following commencement of their employment, or the thirty-first (31st) day following the execution of this Agreement, whichever is later. The term "member in good standing" denotes one who has tendered to the union an amount equal to the union's regular and usual dues and fees uniformly required for membership, to the extent permitted by law.

14. DUES CHECK OFF

ACT shall withhold work dues, fees, and assessments in such amounts as are uniformly required by the union and/or the AFM and its members, upon written authorization from the employees who are covered under the Agreement. Said withholding for union members shall be forwarded to Local 76-493 within thirty (30) days of the close of each payroll period. ACT shall provide Local 76-493 with a list of individual names, salary and union work dues withheld of union members, together with said dues. ***(Work dues = 2% of gross wages. Please remit work dues checks payable to Local 76-493, 3209 Eastlake Ave E,***

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Seattle, WA 98102.)

Nothing in the CBA will be construed to limit the amount of compensation a musician may seek and receive.

15. MUTUAL COOPERATION

Provisions not provided for in the CBA shall be mutually agreed to by both parties.

16. LABOR-MANAGEMENT COMMITTEE

ACT and the union agrees to establish a labor-management committee composed of two ACT representatives and two union representatives that will meet within seven days of either party's request to do so.

17. MUSICIANS IN VIEW OF THE AUDIENCE

A musician shall be paid \$8.00 per performance when he/she is required to play in view of the audience during a performance.

Musicians shall be paid an additional \$25 per performance when one of the following is required.

Musicians shall be paid an additional \$35 per performance when two or more of the following are required.

- a) Costume, hair/wig or makeup
 - b) Directed physical movement (including, but not limited to, moving from the original location)
 - c) Performing on stage on a moving platform.
- Musicians receiving stage pay may be required to arrive thirty minutes prior to curtain.

A costume is anything other than black clothes that the musician supplies.

17.a Musicians shall be paid at the applicable rehearsal rate (doubles do not apply) in one-hour increments for fitting of costume; and rehearsal of choreography.

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18. RECORDING

No performance or rehearsal by musicians shall be recorded, produced or transmitted from the place of the performance in any manner or by any means whatsoever with ACT's knowledge in the absence of a written agreement between ACT and the Union permitting such recording, reproduction or transmission, with the exception that segments of music may be recorded for news and/or a promotional documentary story aired or broadcast for not more than three (3) minutes as a news event. The time in which the performance or rehearsal is recorded shall be limited to ½ hour.

Should any recording created under the terms of this agreement ever be utilized for any purpose not explicitly set forth herein, including, but not limited to grant applications, displacement of musicians in rehearsal or performance, demonstration or marketing of services or products by any group or individual, local or national broadcast, phonograph records, promos or commercial announcements or background music for any type of sound or film program, ACT shall enter into and comply with all conditions required by the appropriate agreement of the AFM, including but not limited to the payment of prevailing wages and allied fringe benefits outlined therein.

The Archival Recording Agreement between ACT and the union grants ACT the right to make one archival audio-video recording per musical-type production. The ACT agrees to remit to the union two weeks prior to the taping date an executed copy of the Archival Agreement.

Subject to the conditions listed below, capture may be made of rehearsals and performances for promotional uses only. An entire performance and/or rehearsal may be captured only by ACT or a third party directly engaged by ACT provided ACT maintains ownership of all captured materials. The musicians shall be given 24-hours notice of the capture of an entire performance or any part thereof.

No more than fifteen (15) minutes of edited performance and/or rehearsal per productions captured by ACT or a third party shall be used. The edited footage/material may depict an entire scene or musical number.

Subject to the conditions listed herein, a reproduction may be made for non-broadcast promotion; publicity; marketing; public relations; fundraising; audience

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development; education; web site, mobile technology, and is for ACT's promotional use only.

Under no circumstances may any such capture be used in whole or in part for any commercial purpose.

The capture shall take place during a regularly scheduled rehearsal or performance. There shall be no special calls.

19. PROGRAM STATEMENT

ACT agrees to publish in its show program the following words: "Musicians playing this evening's performance are represented by the American Federation of Musicians of the United States and Canada, Local 76-493, AFL-CIO/CLC."

20. DISCHARGE FOR CAUSE

It is understood that employees are employed on a production-by-production basis. The Employer shall have the right to discipline or discharge employees only for just cause. However, musicians, once hired, are guaranteed employment for the run of the production within their just cause rights.

Compliance with ACT's Code of Conduct is a condition of employment at ACT Theatre. On the first day of employment, all Musicians will be given a printed copy of ACT's code of conduct that is to be signed and returned. Musicians that fail to comply with the Code of Conduct may be subject to discipline or dismissal as set forth in Article 20. The code of conduct is not intended to subvert the parties' commitment to discipline only for just cause, not to eliminate intermediate disciplinary actions, as appropriate.

21. GRIEVANCE PROCEDURE

The purpose of this procedure is to provide for the orderly and expeditious resolution of grievances. As used in this grievance procedure, "grievance" means a claim of an employee, the employer, or the union alleging misinterpretation, violation or misapplication of the provisions of this Agreement.

Failure to meet time lines by the union or an employee shall constitute a waiver of the grievance rendering it null and void. Failure to meet timeliness by the employer shall constitute agreement with the grievance. In such case, the remedy

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sought shall be either by mutual agreement, or the grievance shall immediately move to Step 3 where the arbitrator shall have the authority to decide the appropriate remedy.

Step 1: The employee shall have fourteen (14) days to file a written notice with the production manager's office providing the nature of the grievance and remedy sought. The employer, the union and the employee shall meet within seven (7) days of the employer's receipt of the grievance to discuss its resolution. The employer shall provide copies of its written response to the union's office within fourteen (14) days following the Step 1 meeting.

Step 2: The union shall have seven (7) days following receipt of the Step 1 response to notify, in writing, the Executive Director of its desire to proceed with Step 2. The parties shall meet within seven (7) days of the employer's receipt of such notice. The employer shall provide copies of its written response to the union's office within seven (7) days following the Step 2 meeting.

Step 3: The union shall have twenty-one (21) days following receipt of the Step 2 response to notify, in writing, the employer and the Federal Mediation and Conciliation Service of its desire to proceed to arbitration. Upon receipt of a list of seven (7) arbitrators, the parties shall have seven (7) days to meet to select an arbitrator. A coin toss shall determine which party has the first strike as the parties alternately strike names until an arbitrator is selected. The arbitrator shall schedule a hearing as soon as possible.

The arbitrator shall have the power only to interpret the express terms and conditions of this Agreement and shall not have the power to add to, subtract from, or modify the terms of this Agreement. The arbitrator shall have the power to award actual damages arising from a breach of the Agreement, but shall not have the power to award compensatory, exemplary, or punitive damages, nor to award relief for any period exceeding fourteen (14) days prior to the filing of the grievance at issue. The arbitrator's decision shall be final and binding.

All joint costs of arbitration, including but not limited to, arbitrator fees and room rentals, shall be shared equally by the parties. Each side shall be responsible for its own expenses.

22. NO STRIKE NO LOCKOUT

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It is understood and agreed that neither the Union collectively, nor the employees individually, will engage in any work stoppages, picketing, sympathy strikes or any other economic action or interference with the Employer's business during the term of this Agreement.

The Employer will not lock out any of the employees in the bargaining unit covered by this Agreement during the term of this Agreement.

23. EXPERIMENTAL THEATRE

A theatre with fewer than 100 seats, and the run shall not exceed four weeks.

ORCHESTRA MUSICIANS WAGES

Term	3 hour call maximum
Jan1, 2019-Dec 31, 2020	\$102.69
Jan 1, 2020-Dec 31, 2021	\$107.83
Jan 1, 2021-Dec 31, 2022	\$113.22

24. WORKSHOP

A production that engages musicians for the purpose of developing a new work that may include physical production elements but is not fully produced. No paid audience shall be present.

Musicians shall be paid 80% of their regular performance wage including doubles and other applicable remunerations.

For the rehearsal process, Rehearsal Musicians may be engaged and will be paid at 80% of the Rehearsal Musician rate as set forth in Article 2.

Rehearsal Musicians will accrue overtime calculated on the prevailing rate at the time overtime is incurred.

Rehearsal Musicians shall be engaged a minimum of 2 weeks in advance of first rehearsal, and the Union and bargaining unit rep shall be notified simultaneously. Employer shall not be penalized for hiring a Rehearsal Musician on shorter notice due to extenuating circumstances.

Cartage and pension shall apply.

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25. OTHER MUSICAL PRESENTATIONS

Wages for musicians engaged to perform in non-musical theater presentations are set forth in this provision. All other provisions of this agreement shall apply.

25a. Casual Employment

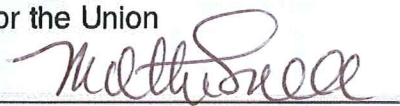
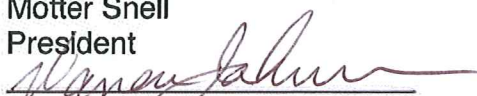
An event or project of one to four consecutive days including by not limited to rehearsals and performances on one day and the repetition of the same event/project on subsequent days; or the rehearsal and performance of an event or project on one day and a different event/project on successive day or days.

MUSICIANS' WAGES

Term	Per hour (3 hr minimum call)
Jan1, 2019-Dec 31, 2020	\$51.00
Jan 1, 2020-Dec 31, 2021	\$53.55
Jan 1, 2021-Dec 31, 2022	\$56.22

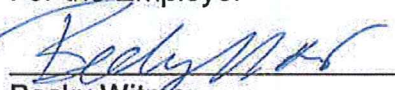
26. Signatures

For the Union


Motter Snell
President

Warren Johnson
Secretary Treasurer

Dave Pascal
Musician

For the Employer


Becky Witmer
General Manager-~~Managing Director~~
1.8.19

Date

ACT Theatre

700 Union Street
Seattle, Wa 98101
206 292-7660 x 1756

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Greg Fulton
Musician

Dwight Beckmeyer
Musician

Local 76-493, AFM
3209 Eastlake Ave E, Seattle, WA 98102