

Agreement

Between

Ogunquit Playhouse Foundation

And

Boston Musicians' Association, AFM Local 9-535

2022-2025

1.0 Agreement

This Agreement, made and entered into by and between the Ogunquit Playhouse Foundation (hereinafter "Playhouse") and the Boston Musicians Association, Local 9-535 (hereinafter "Union") of the American Federation of Musicians (hereinafter "AFM"), shall become effective March 1, 2022, and continue in full force and effect until and including February 28, 2025. Negotiations for a new agreement shall commence no later than January 2, 2022.

1.1 Union Recognition

The Ogunquit Playhouse Foundation recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wage minimums, hours and other terms and conditions of employment for all Musicians employed by the Ogunquit Playhouse Foundation, including assistant and associate musical directors to the extent provided in this Agreement, except as otherwise provided in this Agreement. Not included in the bargaining unit are music director/conductors, music arrangers, actors, stage hands, office staff, managerial employees as defined by the National Labor Relations Act or any other position or employee not specifically included.

1.2 Term of Agreement

This Agreement, is made and entered into by and between the Ogunquit Playhouse Foundation and the Union, shall become effective March 1, 2022, and continue in full force and effect until and including February 28, 2025. Negotiations for a new agreement shall commence no later than January 2, 2022.

1.3 Union Security

- 1.3.1** Each Musician, as a condition of employment by the Ogunquit Playhouse Foundation and to the extent permitted by law, shall become and remain a member in good standing of the BMA, Local 9-535 after thirty (30) days following the commencement of employment, except that a Musician who is a member in good standing of another AFM Local hired to play only one (1) production in his/her first season performing with Ogunquit Playhouse shall not be required to join BMA, Local 9-535 but shall be required to pay work dues.

- 1.3.2** “Membership in good standing” shall be interpreted to mean the payment of all legally permissible dues and assessments, which include the initiation fee, membership dues, work dues or other assessments generally required of BMA, Local 9-535 members. Nothing in this union security clause will be interpreted or applied in violation of law governing compulsory union membership.
- 1.3.3** The Ogunquit Playhouse Foundation shall be regarded as the employer of all Musicians, including Substitute Musicians, covered by this Agreement and shall assume responsibility for the withholding of FICA, local, state, and federal taxes and any and all deductions required by law or agreed to herein. Playhouse is an Equal Opportunity Employer and shall adhere to Anti-Discrimination and Anti-Harassment policies set forth in Addendum B.
- 1.3.4** The Ogunquit Playhouse Foundation agrees to provide the Union with the roster of covered Musicians and the rehearsal/performance schedule two (2) weeks prior to the start of each production.

1.4 Dues Check-Off

Unless otherwise limited by law, the Ogunquit Playhouse Foundation shall deduct from the wages of each Musician work dues in such amounts as are uniformly required by the Union of all its members. The Ogunquit Playhouse Foundation shall transmit to the Union the total sum of such deductions by the fifteenth (15th) day of the month following the month in which the services were performed.

1.5 Union Access

BMA, Local 9-535 representatives shall have access to the Playhouse for the purpose of conferring with covered Musicians about matters concerning this Agreement. Before seeking to confer with a Musician, the Union representative will notify the office of the Executive Artistic Director of the proposed date and time of their presence on the Playhouse premises. Such conferences shall not interfere with the operations of the Playhouse, and management decisions regarding possible interference will be final.

2.0 Staffing

2.1 Productions with Live Music

The Ogunquit Playhouse Foundation shall hire Musicians for any production which requires Live Music except Playhouse Children’s Theater productions and self-contained touring productions as referenced below. Historically, the Playhouse has hired a minimum of seven (7) Musicians, including the Music Director and Assistant Music Director, and will make best efforts to continue that hiring practice with the understanding that certain musicals may have fewer Musicians.

- 2.1.2 Assistant Music Director:** The Assistant Music Director and/or Associate Music Director (“AMD”) shall be covered under the basic terms and conditions of the contract while rehearsing and performing with the Musicians in services covered by this Agreement. However, for services in the studio such as piano rehearsals and vocal coaching and other services not covered by this Agreement, the AMD will not be subject to or covered by the terms and conditions of this Agreement. The Ogunquit Playhouse Foundation will notify the Union of the terms and conditions that have been agreed upon with the AMD for services not covered by this Agreement.

2.2 Self-Contained Productions

There shall be no requirement to hire Musicians under this Agreement where special artistic/production considerations demand specific other Musicians to be employed by the tour company as part of a *bona fide*, self-contained touring package, to be determined in consultation between Ogunquit Playhouse Foundation and the Union.

3.0 Services and Compensation

3.1 Service Definition

A Service shall be defined as a unit of work upon which wages are based. Each performance or rehearsal constitutes one (1) service.

3.2 Compensation Schedule

Compensation shall be paid no later than the Thursday following the previous week of services performed (ending on Sunday).

3.3 Performance Compensation

3.3.1 **Weekly Rate:** Compensation for performances shall be based on eight (8) performances per week or one-eighth (1/8) the weekly rate per show at the following rate:

- \$1,033.49 per week from March 1, 2022 to February 28, 2023
- \$1,069.67 per week from March 1, 2023 to February 28, 2024
- *\$1,101.76 per week from March 1, 2024 to February 28, 2025

*See Side Letter III, for inflation hedge wage-contingency.

3.3.2 **Single Performance Rates:** Single performances of a Main Stage Musical that exceed eight in a week, or any performance on the 7th consecutive day, shall be paid at 1/8 of the weekly rate, plus 25.00%.

3.3.3 **Performance Length:** Performances shall be three (3) hours and fifteen (15) minutes measured from fifteen (15) minutes prior to the advertised curtain time.

3.3.4 **Performance Overtime:** Time and one-half (150%) the hourly performance rate, calculated in fifteen (15) minute increments, shall be paid for any performance that exceeds three hours and fifteen minutes measured from fifteen minutes prior to the advertised curtain time.

3.3.5 **Performances Extending Beyond Midnight:** Time and one-half (150%) the hourly performance rate, calculated in fifteen (15) minute increments, shall be paid for any part of a performance that extends beyond midnight. When any performance extends beyond midnight, the musician will be provided a sufficient rest period of at least twelve (12) hours before being required to rehearse or perform.

3.4 Rehearsal Compensation

3.4.1 Hourly Rate: Compensation for rehearsals shall be paid at the rate of:

- \$35.00 per hour from March 1, 2022 to February 28, 2023
- \$36.00 per hour from March 1, 2023 to February 28, 2024
- \$37.00 per hour from March 1, 2024 to February 28, 2025

3.4.2 Minimum Rehearsal Call: A rehearsal call shall not be shorter than one (1) hour.

3.4.3 Talk-Over Rehearsal: Musicians shall not be compensated for a Talk-Over Rehearsal that occurs thirty (30) minutes prior to a performance so long as the Musicians are not required to play their instruments as part of the rehearsal.

3.4.4 One Hour Rehearsal Call: Musicians shall be paid for a One Hour Rehearsal Call that occurs ninety (90) minutes prior to a performance:

- \$35.00 from March 1, 2022 to February 28, 2023
- \$36.00 from March 1, 2023 to February 28, 2024
- \$37.00 from March 1, 2024 to February 28, 2025

3.4.5 Unrehearsed/Unperformed Music: If Unrehearsed/Unperformed Music is to be played in a performance, there shall be a minimum one (1) hour rehearsal call to begin ninety (90) minutes prior to said performance.

3.4.6 Sound Checks: Musicians shall be paid for a Sound Check that occurs sixty (60) minutes prior to the Tech/Dress Rehearsal. A ten (10) minute break is required between the Sound Check and the Tech/Dress Rehearsal:

- \$35.00 from March 1, 2022 to February 28, 2023
- \$36.00 from March 1, 2023 to February 28, 2024
- \$37.00 from March 1, 2024 to February 28, 2025

3.4.7 Rehearsal Overtime: Time and one-half (150%) the hourly rehearsal rate, calculated in fifteen (15) minute increments, shall be paid for any rehearsal that exceeds five (5) hours.

3.4.8 Rehearsals Extending Beyond Midnight: Time and one-half (150%) the hourly rehearsal rate, calculated in fifteen (15) minute increments, shall be paid for any part of a rehearsal that extends beyond midnight.

3.5 Pension

Ogunquit Playhouse Foundation shall contribute to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) an amount equal to 9.90% of wages earned by each covered Musician performing covered musical services, and transmit such contribution to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. This amount is inclusive of any payments required by law in the Pension Protection Act of 2006 and the Fund's 2018

Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits for the Musicians.

3.6 Hotel

Musicians who live sixty (60) or more miles from the Playhouse will be provided with single room accommodations in a hotel or motel located within ten (10) miles of the Playhouse.

- 3.7** Musicians who live sixty (60) or more miles from the Playhouse will be provided \$10 per day for travel should they choose not to stay in Playhouse single room accommodations.

4.0 Playing On Stage or in Costume

- 4.1** A Musician required to play onstage, in full view of the audience, shall receive a total of five percent (5.00%) in addition to applicable rates.

- 4.2** A Musician required to play onstage, in full view of the audience, and in costume shall receive a total of ten percent (10.00%) in addition to applicable rates.

- 4.3** A Musician required to perform with choreography (head motions, arm motions, steps, timed entrances/exits/pathways on the stage) shall receive a total of two and one half percent (2.50%) in addition to applicable rates.

- 4.4** A Musician required to memorize more than one (1) number in a production, shall receive 5.00% in addition to the applicable rates, however;

- 4.4.1** A Musician required to memorize a complete Act shall receive 10.00% in addition to the applicable rates. For productions shorter than four (4) advertised weeks requiring a complete Act to be memorized, a Musician shall receive an additional five (5) hours rehearsal pay per Act memorized.

5.0 Doubling

- 5.1 Doubling Definition:** Doubling will be defined according to Appendix A, which is attached and incorporated into this Agreement.

- 5.2 Doubling Rate:** Compensation for doubling for both rehearsals and performances shall be paid at 15% for the first double, 10% for the second and 5% for each additional.

- 5.3 Vocalizing:** A Musician required to vocalize shall receive an additional 15.00%.

6.0 Breaks

- 6.1 Rehearsals Without Actors:** Musicians shall be provided a ten (10) minute break per hour on the hour during rehearsals without actors, which may be combined with the permission of the Musicians.

- 6.2 Rehearsals With Actors:** Musicians shall be provided a five (5) minute break every fifty-five (55) minutes or a ten (10) minute break every eighty (80) minutes during rehearsals with actors.
- 6.3 Dress Rehearsals and Performances:** During Dress Rehearsals and Performances there shall be a minimum fifteen (15) minute intermission.
- 6.4 Sound Checks:** Musicians shall be provided a ten (10) minute break between a Sound Check that occurs separately before another rehearsal.
- 6.5 Percussion Set-up and Breakdown:** Straight hourly rehearsal pay for set-up and breakdown time over one (1) hour.

7.0 Hiring of Musicians

- 7.1** Playhouse shall make best efforts to hire Musicians whose primary residences are within the geographical jurisdiction of the BMA.
- 7.2** Ogunquit Playhouse Foundation shall issue a Personal Service Agreement (PSA) to each Musician prior to any Playhouse engagement.

Each PSA will contain the following:

- a. Instrument and Position
 - b. Service Rate
 - c. Doubles
 - d. Rehearsal and Performance Dates
 - e. Dress
 - f. Orchestration
 - g. Venue and address (if necessary)
 - h. Special Instructions
- 7.2.1** No PSA shall contain terms inconsistent with this Agreement.
- 7.3** Each Musician, as a condition of engagement for a production, shall:
- 7.3.1** Play all Orchestra rehearsals prior to the first paid public performance, as set forth in a schedule to be attached to the individual's contract;
 - 7.3.2** Play all public performances in the first week.
 - 7.3.3** Ogunquit Playhouse Foundation shall make best efforts to notify Musicians of a rehearsal time change at least twenty-four (24) hours in advance of the affected rehearsal.

8.0 Cancellation

- 8.1** Musicians shall receive a minimum fourteen (14) day written notice of cancellation prior to the first service of a run. If such timely notice is not provided, Playhouse shall be liable for payment for said run.

- 8.2** Musicians shall receive a minimum fourteen (14) day written notice prior to the early close of any production except when the closing is due to Force Majeure. If such notice is not provided, the Playhouse shall be liable for payment for up to eight (8) cancelled services.

9.0 Substitution Policy

- 9.1** The substitution of Musicians shall be allowed only on the following conditions:

- 9.1.1** With the prior consent of the Ogunquit Playhouse Foundation, such consent not unreasonably to be withheld. The failure of a Musician to obtain prior consent and/or provide for audit of services for a substitute as required by subsection (9.1.2) may be grounds for dismissal of the Musician.
- 9.1.2** Prior to performing, a Substitute Musician must audit at least one performance, dress rehearsal, or equivalent review with the Musician for whom he/she is substituting. No compensation will be paid to the Substitute Musician by the Playhouse for audited performances.

10.0 Dismissal

- 10.1** The Ogunquit Playhouse Foundation may cancel a Musician's contract at any time due to unsatisfactory performance. The Musician will be given notice pay of seven (7) days but is not entitled to perform once notice of unsatisfactory performance has been given.
- 10.2.1** The Ogunquit Playhouse Foundation may immediately terminate a Musician's contract for unexcused absences and for disruptive or illegal behavior such as substance abuse, intoxication, harassment, theft, willful destruction of property, violence or gross insubordination.
- 10.2.2** Absence from a scheduled service shall not be grounds to cancel a Musician's contract if he/she is absent because of sickness, accident, failure of public transportation, riot, strike, epidemic, Act of God, or any other legitimate condition beyond the control of the Musician. Should such an absence occur, the Musician must make best efforts to notify the Ogunquit Playhouse Foundation in advance, unless such notice is impossible.
- 10.3** Notice of termination shall be provided in writing to the Union.

11.0 Electronic Media

- 11.1** No recording of any kind (audio and/or visual) shall be made of the Musicians in rehearsal or performance, except as explicitly provided herein.
- 11.2** Recordings (audio and/or visual) shall only be made by a company or producing entity which is signatory to the appropriate AFM agreement. In the event the entity which is doing the recording is not signatory to said agreement, the Ogunquit Playhouse Foundation shall become signatory to the appropriate AFM agreement.
- 11.3** The Ogunquit Playhouse Foundation shall make best efforts to notify Musicians and the Union twenty-four (24) hours in advance of when a recording is to occur.
- 11.4** The Ogunquit Playhouse Foundation may allow a reproduction of the production(s) (or rehearsals thereof), without additional compensation to the Musicians for use on a Broadcast/Newscast

review of the production and/or feature story on the production or the Playhouse contained within a TV or Radio news program, public affairs program, or magazine format program. No more than thirty (30) minutes of said production(s) may be captured, and no more than three (3) minutes from such may be broadcast in each instance.

11.5 The Ogunquit Playhouse Foundation may allow a reproduction of the Production(s) (or rehearsals thereof), without additional compensation to the Musicians for use in public relations, marketing, and governmental, corporate, and private fundraising which directly benefits the Ogunquit Playhouse Foundation. On one (1) master, no more than thirty (30) minutes may be captured, and no more than ten (10) minutes from such may be used in each instance listed above. However, five (5) minutes may be used for promotion on the Ogunquit Playhouse Foundation website as well as its media and promotional partners for the storing (YouTube and similar organizations), promotion and production of the recording, so long as a single number is not played in its entirety. This may include chambers of commerce, sponsors and other booster organizations of the Ogunquit Playhouse Foundation. The master shall not be transferred, sold, or used for commercial broadcast purposes. The Ogunquit Playhouse Foundation agrees to maintain control of this master recording.

11.6 Except otherwise explicitly provided herein, no service or any part thereof shall be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever by the Ogunquit Playhouse Foundation or by any other person(s) in the absence of a specific written agreement with the AFM's International Office. This prohibition shall not be subject to any procedure of arbitration in the Agreement, and AFM may enforce this prohibition in any court of competent jurisdiction.

11.7 Made and Played Local Commercial Announcements

For services within the jurisdiction of the Union connected with Made and Played Local Commercial Announcements which are performed by Musicians for the Ogunquit Playhouse Foundation (whether directly or through a subcontractor or agent) for single market advertisers whose product or service is broadcast only in the jurisdiction of the Union: One (1) hour "minimum call" fee of \$43.90 will be paid to each covered Musician for each production for which local commercial announcements are used.

11.8 Archival and Disabled Audience Reproduction

11.8.1 The Ogunquit Playhouse Foundation may make or cause to be made a reproduction of the Production(s) (or rehearsal(s) thereof), without additional compensation to the Musicians, for archival and/or study purposes.

11.8.2 One (1) copy of the archival tape may be used for deposit in the archives maintained by the Lincoln Center Library, and one (1) copy for the Ogunquit Playhouse Foundation archives. The study tape shall be available for review during normal business hours, and may only be reviewed by musicians, actors and production personnel involved in the particular production, potential co-production personnel, creative team and the Ogunquit Playhouse Foundation personnel.

11.8.3 In addition to the above use of archival material, the Ogunquit Playhouse Foundation may allow a reproduction of the Production(s) (or rehearsals thereof) without additional compensation to the Musicians for use in increasing disabled audiences services (audio description, sign language and other audience assistance performance services). Any copy which is loaned to a patron shall be catalogued by the Ogunquit Playhouse Foundation and returned to the Ogunquit Playhouse Foundation which assumes full liability for proper custody of the archival material.

11.9 Video Monitoring

The Ogunquit Playhouse Foundation may use, without additional compensation, a video monitor system in the back stage, office, and lobby areas.

11.10 Tapes in Dismissal Proceedings

No Tapes shall be used in any dismissal proceedings.

11.11 Virtual Orchestra

A Virtual Orchestra or similar electronic device may be used to augment the sound of the live orchestra but shall not be used to replace covered Musicians who would otherwise be part of the production.

11.12 Taped Music

Taped music may be used to augment the sound of the live orchestra but, unless otherwise agreed to by the parties, shall not be used to replace Musicians who would otherwise be part of a production.

12.0 Musician Credit

Musicians regularly scheduled to perform during a production shall be afforded credit in the show's program with mention that the Musicians are represented by the Boston Musicians' Association. Should Ogunquit Playhouse Foundation adopt a policy of displaying bios of performers in the theater lobby, Musicians and the BMA, Local 9-535 shall be credited along with the other stage performers.

13.0 Safety and Comfort

13.1 The Ogunquit Playhouse Foundation shall promote safety and comfort for the Musicians by making reasonable efforts to provide a safe and comfortable environment for performing and playing. Depending upon budget, operational resources and other factors, the parties acknowledge that the Ogunquit Playhouse Foundation intends to improve the pit space over time and create a secure storage area for the Musicians' personal items. Currently the pit environment shall include:

- Straight backed armless chairs with padded seats
- Operable stands and stand lights
- Work lights in the pit
- An adequately ventilated environment, reasonably free of drafts
- Adequate egress in case of fire or emergency

13.2 The parties further agree that, if the pit temperature exceeds seventy-five (75) degrees, Musicians may remove any tux coats they may be wearing for the performance.

13.3 Instrument Storage

Ogunquit Playhouse shall make best efforts to provide secure storage for the Musicians' instruments, instrument cases and personal items.

14.0 Music Preparation

14.1 The Ogunquit Playhouse Foundation shall prepare parts for the Musicians, and make best efforts to provide said prepared parts no later than two (2) weeks prior to the first service of a given production. Notwithstanding this, Musicians agree to make minor adjustments to their individual parts, not to include significant cutting and pasting or arranging condensed orchestrations.

14.2 Where possible, prior to the above receipt of prepared parts, Playhouse will post individual parts electronically as arrangements are being developed, with the understanding that final parts may ultimately differ.

15.0 Dress

Unless otherwise instructed by the Ogunquit Playhouse Foundation, Musicians shall wear black clothing or tuxedos to all performances.

16.0 Grievance, Mediation and Arbitration

16.1 Grievances

16.1.2 A grievance, for purposes of this Article, shall be defined as a dispute between the Ogunquit Playhouse Foundation and the Union concerning the interpretation or application of specific language contained in this Agreement.

16.1.3 A grievance may be presented informally. When an alleged grievance is identified, the parties will meet within ten days to discuss the grievance and attempt informally to resolve it. In the event that a grievance is not resolved informally as provided above, the Ogunquit Playhouse Foundation or the Union may process such a grievance as follows:

16.1.4 The grievance shall be submitted in writing by the Union to the Ogunquit Playhouse Foundation Business Manager or by the Ogunquit Playhouse Foundation to the Union's Authorized Representative as soon as possible, but in no event later than ten (10) calendar days after informal resolution has failed to resolve the grievance. The written grievance shall be dated and signed and shall state the specific provisions of this Agreement involved in the grievance, an explanation of the grievance, and the remedy sought. Within fourteen (14) calendar days of the timely submission of such a grievance, the party against which the grievance has been filed will respond to the grievance in writing. If either party requests a meeting to discuss the grievance, the meeting will be held promptly and will not delay the written response to the grievance.

16.2 Mediation and Arbitration

- 16.2.1** The Union and the Ogunquit Playhouse Foundation acknowledge that it is in their best interests to achieve a mediated resolution of any grievance that is unable to be resolved by the parties directly. Within thirty (30) days after the execution of this Agreement, the parties will mutually agree on the selection of a permanent mediator/ arbitrator who is willing to serve and an alternate mediator/arbitrator who is willing to serve in the event the permanent mediator/arbitrator is unable or unavailable to serve. When a grievance has not been resolved by the parties directly, and no later than fourteen (14) calendar days after the written response has been received by the grievant, the parties will make a joint request to the mediator/arbitrator to resolve the grievance through mediation. Mediation will be held promptly after such joint request has been made and no later than 21 days after the request has been made, unless the parties otherwise agree. A maximum of two mediation meetings will be held to attempt to resolve the grievance, unless the parties agree to additional mediation meetings. If the grievance is not resolved through mediation, the mediator/arbitrator shall conduct an arbitration of the dispute under the rules of the American Arbitration Association. The mediator /arbitrator will have full authority to determine the outcome of the grievance and to direct a remedy that is consistent with the scope and language of the Agreement.
- 16.2.2** The mediator/arbitrator will have no authority to modify, expand or reduce the language or effect of the Agreement. The determination of the mediator/arbitrator through arbitration will be final and binding on the parties, subject to the provisions of the Maine Uniform Arbitration Act.

16.3 Time Limits

The prescribed time limits for processing grievances shall be strictly enforced, but the parties by mutual written agreement may modify any of the time limits set forth here. If either the Employer or the Union fails to process a grievance to the next step within any of these time limits, the grievance shall be deemed to have been waived.

17.0 No Strike/No Lock-Out

- 17.1** BMA, Local 9-535 agrees that there shall be no strike, boycott, interruption of work, work stoppage or temporary walk out by BMA, Local 9-535 covered Musicians during the term of this Agreement.
- 17.2** The Ogunquit Playhouse Foundation agrees that there shall be no lock-out of covered BMA, Local 9-535 Musicians during the term of this Agreement.

18.0 Force Majeure

Neither party will be liable for any failure in performing under this Agreement where such breach is due to a Force Majeure, including but not limited to any act of God, epidemic, pandemic, quarantine or shelter-in-place orders, government-mandated act prohibiting employer from putting on a performance, fire, accident, strike, war, act of terrorism, riot, (each a "Force Majeure Event"). Written notice of a party's failure or delay in performance due to a Force Majeure Event must be given to the other party no later than five (5) business days following the commencement

of the Force Majeure Event. The notice will describe the Force Majeure Event and the actions taken to minimize the impact thereof.

19.0 Separability

Notwithstanding any provision (s) herein, and regardless of how specific such provision (s) may be, nothing in the Agreement is intended to violate any state or federal statute, rule, or regulation. Should any provision herein be illegal, such illegality shall not render this Agreement void as a whole, and all remaining provisions shall remain in full force and effect.

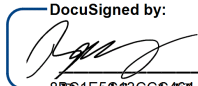
20.0 Integration

This Agreement is the entire agreement between the Union and the Ogunquit Playhouse Foundation for all terms and conditions of employment for covered Musicians. During the term of this Agreement neither party will seek to modify the Agreement without the assent of the other party or to demand negotiations on any term or condition that is covered by this Agreement or that was raised or could have been raised in the negotiations for this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this DATE April 13, 2022.

DocuSigned by:



Bradford Kenney, Executive Artistic Director

Ogunquit Playhouse Foundation
10 Main Street
Ogunquit, Maine 03907

207-646-2402, ext. 250

Pat Hollenbeck, President

Boston Musicians' Association
AFM Local 9-535
73 Hemenway Street, Suite D
Boston, MA 02115

617-670-2224

ADDENDUM A

Instrument Doubling Defined

Doubling Premiums are paid to a musician who plays two (2) or more instruments, with the exception of percussion instrument doubles (Section B), which are defined by categories of instruments. If a Musician has been hired to play more than one instrument, i.e., “Double,” before the first rehearsal or performance, and then the employer subsequently cancels the required double(s), the Musician shall be reimbursed for any expenses incurred in the rental and/or transportation of the doubling instrument(s). Doubling Premiums for all services shall be 15.00% for the first Double, 10.00% for the second, and 5.00% for each additional Double.

Common Instrument Doubles:

Section A

Trumpet/Piccolo Trumpet/Flugelhorn
 Soprano Sax/Alto/Tenor/Baritone/Bass
 Piccolo/Flute/Alto Flute/Ethnic Flutes/Recorder/Pennywhistle
 Eb Clarinet/Bb Clarinet/Bass Clarinet
 Oboe/English Horn/Bassoon
 Tenor Trombone/Bass Trombone/Euphonium/Tuba
 Acoustic Guitar/Electric Guitar/ Banjo/Mandolin/Ukulele
 Upright Bass/Electric Bass
 Piano/Synth/Celeste/Accordion

Section B

A Doubling Premium shall be paid to a Musician only when he/she plays percussion instruments from two (2) or more categories listed below. A Musician may play any number of instruments from within a Category: 1, 2, 3, or 5, and not be paid a doubling premium. However, in the case of Category 4—Mallet Instruments, a doubling premium shall be paid to a Musician for each mallet instrument he/she plays beyond two (2).

1. General Percussion: Drum Set, Snare Drum, Concert Bass Drum, Tom Tom, Cymbals, and Small Traps, Tambourine, Triangle, Wood Block, Cow Bell, Ratchet, Sleigh Bells, Temple Blocks, etc.
2. Ethnic Hand Drums, Congas, Bongos, Timbales, Tabla, etc.
3. Timpani
4. Mallet Instruments: Bells, Vibes, Marimba, Xylophone, Chime(s), Crotales. Any two (2) are considered as one (1) double. Each additional constitutes a double.
5. Electronic Drums, Midi Controller

ADDENDUM B

ANTI-DISCRIMINATION AND ANTI-HARASSMENT

- A. Ogunquit Playhouse shall not discriminate against or harass any Musician in employment because of race, color, creed, national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability or any other characteristic protected by federal, state or local law.
- B. While employed by Ogunquit Playhouse, or while on Ogunquit Playhouse-owned or leased properties, the Musician shall not discriminate against any person because of race, color, creed, national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law.
- C. BMA shall not discriminate against any Musician or applicant for membership because of race, color, creed, national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law.
- D. Ogunquit Playhouse and BMA reaffirm their commitment to encourage and expand employment of ethnic minority, female and disabled Musicians, and those from other historically disadvantaged groups, for all productions and promote the hiring of Musicians in ways which challenge stereotypes and expectations.
- E. BMA acknowledges that Ogunquit Playhouse, signatory to this Agreement, has furnished to BMA the Theatre's Non-Discrimination and Anti-Harassment Policy. Ogunquit's policy shall be distributed by the Theatre to all contracted BMA members and said policy shall be posted on call boards both in the rehearsal room and backstage. In the event of changes to Ogunquit's policy, Ogunquit shall submit said changes to BMA within thirty (30) days, and BMA shall inform the Theatre within thirty (30) days of any concerns related to the Theatre's revised policy. The parties agree that the current Policy and any subsequent iteration shall be subject to the provisions of the collective bargaining agreement, including but not limited to Sections 10 and 16.
- F. Musicians shall be required to participate in mandatory anti-harassment training provided by Ogunquit Playhouse prior to the first day of their employment. Such training may be conducted electronically. A Musician required to be onsite solely for such training shall be remunerated at the rehearsal hourly wage and paid for no less than three (3.0) hours of service. If a Musician is onsite as part of a Production in which he/she is performing, he/she shall be remunerated for one and a half (1.5) hours of service. A BMA representative shall be afforded the opportunity to attend or view said training.

Side Letter I

Concerning Assistant Music Director Student Intern

Assistant Music Director Student Intern: The BMA acknowledges the Ogunquit Playhouse Foundation commitment to education, and embraces nurturing youth as well. As part of the Ogunquit Playhouse Foundation educational mission, a Student Intern who is supported by a *bona fide* fellowship, educational grant, scholarship, contribution or the like that covers his/her expenses and provides an additional stipend for Main Stage performances may function as Assistant Music Director separate from the terms and conditions of the Agreement. This may occur no more than twice in a season for a period encompassing no more than two (2) productions in that season and the intern role may be assumed by one (1) student intern per production.

Side Letter II

Concerning Taped Music

Unless or until otherwise agreed by the parties and notwithstanding any other provision of the Agreement, the Ogunquit Playhouse Foundation may produce one book or title per season using taped music.

Side Letter III

Concerning Year 3 (2024-25) of the Agreement:

Inflation Hedge for Wages

As a hedge against inflation in Year 3 (2024-25) of the contract, Playhouse agrees to provide up to 1.00% wage increase in addition to the scheduled 3.00% wage increase. Parties shall use the twelve (12) month CPI-U (Consumer Price Index, Boston-Cambridge-Newton, MA-NH) published in April 2024, which looks back to March 2023, to calculate a potential percentage increase above 3.00% by:

- Subtracting 3.00% from the March 2024 CPI-U figure and adding the difference to 3.00%.
- The additional sum shall not exceed 1.00% and shall be added to the 3.00% wage rate for Year 3 of the Agreement

EXAMPLE 1:

- Suppose the aforementioned CPI-U increases 1.3% from March 2023 to March 2024
- $1.3\% - 3.0\% = -1.7\%$; $-1.7\% + 3\% = 1.3\%$
- Year 3 wage increase would be 3% (the floor)

EXAMPLE 2:

- Suppose the aforementioned CPI-U increases 3.5% from March 2023 to March 2024
- $3.5\% - 3.0\% = 0.5\%$; $0.5\% + 3\% = 3.5\%$
- Year 3 wage increase would be 3.5%

EXAMPLE 3:

- Suppose the aforementioned CPI-U increases 4.5% from March 2023 to March 2024
- $4.5\% - 3.0\% = 1.5\%$; $1.5\% + 3\% = 4.5\%$
- Year 3 wage increase would be 4% (the ceiling)