

MASTER AGREEMENT

Between

Casa Mañana, Inc.

And

Dallas-Fort Worth Professional Musicians
Association, Local 72-147
American Federation of Musicians

May 1, 2014 – April 30, 2018

GENERAL PROVISIONS	3
1.1. TERM OF MASTER AGREEMENT	3
1.2. AMENDMENTS	3
1.3. NON-DISCRIMINATIONS	3
1.4. FORCE MAJEURE	3
2. CONTRACTOR	3
2.1. DUTIES	3
2.2. EMPLOYER'S RESPONSIBILITIES TO THE CONTRACTOR	4
2.3. UNION APPROVAL	4
3. SCHEDULING, NOTIFICATION AND INSTRUMENTATION	4
3.1. DUTIES OF THE EMPLOYER	4
3.2. DUTIES OF THE CONTRACTOR	5
3.3. CHANGES TO SHOW SCHEDULE	5
3.4. NOTICE TO ORCHESTRA PERSONNEL	5
4. COMPOSITION OF THE ORCHESTRA	5
4.1. CASA MANANA THEATRE	5
4.2. BASS PERFORMANCE HALL	5
4.3. ROAD SHOWS	5
4.4. ADDITIONAL MUSICIANS	6
4.5. BASIC HIRING LIST	6
5. COMPENSATION	7
5.1. GENERAL PROVISIONS	7
5.2. EMPLOYEE PENSION FUNDS	7
6. SERVICES	7
6.1. DEFINITION AND SCOPE	7
6.2. DURATION	8
6.3. REHEARSAL INTERMISSIONS	8
6A. OVERTIME	9
6.5. FORFEITURES	9
6.6. DOUBLES	9
6.7. SAFETY OF MUSICIANS	9
6.8. WORKING CONDITIONS	10
7. INDIVIDUAL CONTRACTS	10
7.1. GENERAL PROVISIONS	10
7.2. DATES FOR INDIVIDUAL CONTRACTS	11
7.3. COMPOSITION OF THE ORCHESTRA	11
8. UNION PROVISIONS	11
8.1. CONSTITUTION AND BY-LAWS OF AFM AND LOCAL 72-147	11
8.2. UNION MEMBERSHIP	11
8.3. WORK DUES DEDUCTION	11
9. MUSIC PERFORMANCE TRUST FUND	12
10. MISCELLANEOUS PROVISIONS	12

AGREEMENT

THIS MASTER AGREEMENT is executed this 27th day of FEBRUARY, 2015 by and between Casa Mañana, Inc., hereinafter designated the "Employer," and the Dallas-Fort Worth Professional Musician's Association, Local 72-147 American Federation of Musicians, hereinafter designated the "Union," for the purpose of establishing salaries and working conditions for all instrumental musicians, Contractor, Leader/Conductor, local copyists and music preparers rendering musical services in connection with the performance of theatrical musical productions presented by the Employer.

1. GENERAL PROVISIONS

- 1.1 Term of Master Agreement. The term of this agreement shall be from May 1, 2014, through April 30, 2018.
- 1.2 Amendments. No additions, waivers, deletions, or amendments to this Master Agreement shall be made during its term except by mutual consent in writing of both parties. Any additions, waivers, deletions, or amendments made by such mutual consent in writing shall supersede any such previous agreement, and shall become an integral part of this Master Agreement.
- 1.3 Non-Discrimination. Employer shall refrain from any form of discrimination in its hiring practices or against any musician employed hereunder because of race, color, religion, age, sex, national origin, marital status, or Union activities.
- 1.4 Force Majeure. In the event it becomes impossible to continue production hereunder by reason of any act of nature such as fire, flood, tornado or pestilence, acts of public enemy, war, rebellion, insurrection, or nuclear accident; or because of any rules or regulations promulgated by Federal, state or municipal authorities, or of a civil or military nature, then the Employer will have the right to cancel services without remuneration for the duration of the emergency, but with payment of compensation earned to date of such cancellation.

2. CONTRACTOR

2.1. Duties.

- 2.1.A. The Employer shall engage a Contractor for all Casa Mañana main stage productions. It shall be the duty of the Contractor to engage the musicians according to the specific instructions of the Employer, to schedule and administer the operation of all musical services, to furnish all necessary payroll information to the

Employer, and to inform all parties of any known or eminent violation of any provision of this Master Agreement. The Contractor may only change the schedule of services with the prior consent of the Employer.

2.1.B. The Contractor shall earn a base fee of \$515.00 for each main stage production, and shall earn additional pay in accordance with the following sliding scale (orchestra size):

1-5 musicians	\$515.00
6-10 musicians	\$772.50
11-15 musicians	\$1030.00
16 or more musicians	\$1287.50

For the avoidance of doubt, these Contractor fees include the 3% increase negotiated for the first season (2014/15) of this agreement. Beginning with the period commencing May 1, 2015, all subsequent increases in each remaining season for the term of this Agreement shall apply in accordance with Exhibit I.

2.1.B. The Contractor is not required to be present for all rehearsals and/or performances. However, should the Contractor's services be required (e.g. on an emergency basis) then the Contractor will receive additional compensation equal to the per service rate for that particular rehearsal/performance.

2.1.C. The Contractor will engage and employ the appropriate personnel as required by this Master Agreement and the Employer.

2.2. Employer's Responsibilities to the Contractor. The Employer shall inform the Contractor of the following specific information:

2.2.A. Dates, times, instrumentation, and locations for musical services.

2.2.B. Personnel requirements.

2.3. Union Approval. It shall be understood that the Union reserves the right of approval of the Contractor and that the Employer shall be required to receive a written statement of approval of the Contractor prior to the employment of the Contractor.

3. SCHEDULING, NOTIFICATION AND INSTRUMENTATION

3.1. Duties of the Employer. At least ninety (90) days prior to the beginning of each production, the Employer shall provide written notice to the Contractor and to the Union of the schedule of services.

- 3.2. Duties of the Contractor. Within ten (10) days of the Employer's written notice to the Contractor and to the Union of the schedule of services, the Contractor shall provide a copy of said notice to all musicians on the Basic Hiring List whose services are required under this Agreement.
- 3.3. Changes to Show Schedule. Changes, additions, or deletions to the schedule of services for any show shall be made with at least thirty (30) days prior notice furnished to the Contractor, except in cases of emergency.
- 3.4. Notice to Orchestra Personnel. Orchestra personnel shall receive at least thirty (30) days notice from the Contractor prior to the commencement of each production of the instrumentation for such production.

4. COMPOSITION OF THE ORCHESTRA

- 4.1. Casa Mañana Theatre. For every production produced by the Employer at Casa Mañana Theatre, located at 3101 West Lancaster Street in Fort Worth, Texas, Casa Mañana's Orchestra shall be equal to the number of musicians called for by the largest licensed score published and currently available for such production or whatever number of musicians that Casa Mañana determines will play the production, even if such number of musicians is less than the number called for by the largest licensed score published and currently available for production. When Casa Mañana determines that less than the number of musicians called for by the largest licensed score published and currently available for such production will play a production, a Score Reduction Committee, composed of individuals from the Basic Hiring List identified in Section 4.6, in consultation with the Music Director, shall decide what part omissions or substitutions may be necessary to reduce the number of musicians. However, any such reduction decisions that would result in, or cause, doubling fees to be paid must be approved by Casa Mañana. If the decision is made that reductions are required and the score under consideration calls for strings, then at least one string musician, other than bass, must be hired.
- 4.2. Bass Performance Hall. The Employer and the Union agree that in the event that the Employer is engaged to produce musical theater productions at the Bass Performance Hall, the parties shall negotiate wages for musicians performing in such productions.
- 4.3. Road Shows. The local minimum for all road shows shall be sixteen (16), except as follows:
 - 4.3.A. Engagements of one week or less are exempt from the local minimum.

- 4.3.B. For road shows engaged for two (2) to four (4) weeks, up to four (4) musicians traveling with the presented production may be counted against the minimum of sixteen (16) musicians.
- 4.3.C. For road shows that exceed four (4) weeks, no traveling musicians may count against the local minimum of sixteen (16) musicians.
- 4.3.D. Road shows classified by the Union and the League of American Theatre Producers as a self-contained unit shall be exempt from the local minimum.
- 4.4. Additional Musicians. Additional musicians, such as rehearsal pianist, organist, Playhouse musicians, or La Cantina performers, may be employed as needed.
- 4.5. Basic Hiring List. In the event that instruments for services performed hereunder are required by the production, and in keeping with this Master Agreement, the individuals listed in connection with such instruments shall be guaranteed first call for all services requiring the use of such instruments, unless a particular performance requires skills not usually required for that position (e.g., fiddle, singing drummer, etc.). The Contractor will consult with the Music Director prior to the hiring of musicians to determine which musicians, from the basic hiring list, should be engaged or if particular performance skills are required. Should any first call musician choose not to play a specific engagement, then after other musicians in the section decline, the Employer shall have choice of their replacement. The musician engaged for any instrument not listed on the Basic Hiring List, and required by the production, shall be the Employer's choice.

<u>Instrumentation</u>	<u>Musician</u>
Flute	Pam Adams
Clarinet	John Manry
Oboe	Charles Veazey
Woodwinds I	Roger Dismore
Woodwinds II	Gary Whitman
Woodwinds III	Jim Pritchard
Woodwinds IV	Winston Stone
Trumpet I	Larry Spencer
Trumpet II	James Sims
Trumpet III	Dan Evans
French Horn	Chris Dulin
Trombone	Ron Wilson
Trombone	Wes Woodrow
Violin I	Becky Rathbun

Violin II	Cathy Richardson
Cello	Deborah Brooks
Bass	Rex Bozarth
Drum Set	Brent Dacus
Percussion 1	Drew Lang
Percussion 2	Mike Drake
Piano/Keyboards I	Elaine Davidson
Piano/Keyboards II	Aimee Hurst
Piano/Keyboards III	Larry Miller

5. COMPENSATION

5.1. General Provisions. For services rendered by persons covered by this Agreement for all engagements performed hereunder, the Employer shall pay at least the scale as provided in Exhibit and annexed hereto.

5.1.A. Social Security and Federal withholding taxes, workers' compensation, unemployment insurance, and all accounting responsibilities shall be assumed by the Employer. Accounting responsibilities may be delegated to the Contractor.

5.1.B. The payroll shall be disbursed weekly, within three (3) days after the conclusion of the Saturday evening performance.

5.2. Employee Pension Funds.

Beginning May 1, 2014, the Employer shall 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"). Specifically, the Employer's contribution rate shall increase as follows:

Effective on the Effective Date of this Agreement, the Employer's contribution rate will be 13.08%.

5.2.A. The Employer shall make such payments and submit reports to such places and in such form as the Fund Trustee shall designate.

5.2.B. Employer payments to the AFM-EP Fund shall be made simultaneously with wage payments to the musicians for services performed hereunder.

6. SERVICES

6.1. Definition and Scope.

6.1.A. The term "service" shall be understood to include any rehearsal and/or performance.

6.1.B. The term "service call" shall be understood to refer to the required report time for each scheduled service, defined as follows:

1. Each musician shall be required to be in his assigned seat at least five (5) minutes prior to the scheduled start of any service or ten (10) minutes for opening night.

2. Each musician shall be in the location of performance at least fifteen (15) minutes prior to the scheduled start of any service.

6.2. Duration.

6.2.A. The duration of a service shall be computed from the scheduled starting time of that service.

6.2.B. A rehearsal shall have a minimum duration of two (2) hours, except when held immediately prior to a performance.

6.2.C. When a rehearsal is held immediately prior to the performance, payment may be made in fifteen (15) minute segments at applicable scale.

6.2.D. There shall be a fifteen (15) minute period between rehearsals and performances when rehearsals do not exceed one (1) hour.

6.2.E. There shall be a thirty (30) minute period between rehearsals and performances when rehearsals exceed one (1) hour.

6.2.F. A performance shall have a maximum duration of three (3) hours, after which the musician may be released or overtime shall be paid.

6.2.G. Service duration for a rehearsal pianist shall be determined as needed.

6.3. Rehearsal Intermissions.

6.3.A. Intermissions at rehearsals shall be granted in the amount of at least ten (10) minutes per hour, except for the last hour.

6.3.B. No intermission shall be due during the last hour.

6.3.C. Intermissions may be combined or staggered in order to facilitate rehearsals; however, waiting until the end of a rehearsal to take

intermission is prohibited except in cases of unavoidable production problems.

6.4. Overtime.

6.4.A. Overtime shall be calculated in fifteen (15) minute segments beyond the allotted time for a service.

6.4.B. Payment for each segment of overtime shall be at 150% of the regular hourly rate. $\frac{\text{Regular hourly rate}}{4} \times 1.5$

4

6.5. Forfeitures. When a musician is tardy, wages shall be reduced in an amount proportionate to his/her absenteeism.

6.6. Doubles.

6.6.A. Any instrument beyond the primary instrument for which a musician has been hired to play shall constitute a double, except as follows:

1. The combined playing of a bass drum, snare drum, cymbals, Latin rhythm instruments, etc., is not doubling.
2. The playing of additional mallet instruments such as timpani, bells, vibes, etc. is doubling.

6.6.B. Programming a keyboard for use in a production shall constitute a double.

6.6.C. Doubling fees are applicable for each service.

6.6.D. Any appearance of a musician on stage as a "character" in the production shall constitute a double. Costumes shall be provided by the Employer. However, the wearing of a costume or the positioning of the musician on stage does not inherently qualify the musician as a character. The double payment shall not apply if the musician is also signed to an Actors' Equity Agreement for the same engagement.

6.7. Safety of Musicians.

6.7.A. Employer shall assure the safety of the musicians and their instruments while performing for the Employer. Musicians shall not be required to place themselves or their instruments in a position of possible or imminent danger.

6.7.B. To ensure safety of musical equipment, an area shall be reserved to provide adequate backstage space for the musicians, storage of cases, clothing, and accessories. This reserved area shall not interfere with scenery, props, or other theatre personnel.

6.7.C. The orchestra pit shall be reserved for music production only. Use of the pit for other production purposes will require approval of the Contractor. Such approval shall not be unreasonably withheld.

6.8. Working Conditions.

6.8.A. There shall be two (2) music stand lights per stand for every service.

6.8.B. Rhythm players (guitar, bass, drums, and percussion) require two (2) music stands.

6.8.C. The Employer shall be required to consult with the Contractor concerning the placement of instruments in the pit.

6.8.D. There shall be no alcohol in the orchestra pit at any time.

6.8.E. There shall be no smoking in the orchestra pit at any time.

6.8.F. The pit shall be kept clean at all times.

6.8.G. The Employer shall provide free parking for musicians proximate to the theater.

6.8.H. Musicians shall use appropriate discretion when bringing reading material, other than the score of the show, into the orchestra pit and shall maintain proper decorum and professionalism at all times for all services so as not to distract from the audience's enjoyment of the performance.

7. INDIVIDUAL CONTRACTS

7.1. General Provisions.

7.1.A. In the event of a conflict between an Individual Contract and the Master Agreement, the Master Agreement will prevail.

7.1.B. All Individual Contracts shall bear a date and be mailed in duplicate by the Employer within twenty-four (24) hours of that date, including an attached schedule of service times and locations.

7.1.C. Any amendment to the printed Individual Contract shall be initialed by the Employer and by the musician.

7.1.D. In the event a musician does not return a signed Individual Contract as per the provisions of this Article 7, said Individual Contract shall be deemed null and void.

7.2. Dates for Individual Contracts.

7.2.A. The Contractor must mail individual contracts for the Basic Hiring List at least thirty (30) days prior to the first scheduled service of an engagement.

7.2.B. Upon receipt of individual contracts, musicians shall return signed contracts to Contractor within fourteen (14) days.

7.3. Composition of the Orchestra.

7.3.A. Individual contracts shall be offered first to those musicians, in their respective positions, as outlined in the Basic Hiring List (Sec. 4.6).

8. UNION PROVISIONS

8.1. Constitution and By-Laws of AFM and Local 72-147. Notwithstanding any other provisions herein contained and regardless of how specific any such provision or provisions may be, nothing in this Agreement is intended to violate the Constitution or By-Laws of the American Federation of Musicians and/or the Dallas-Fort Worth Professional Musicians' Association, Local 72-147 ("Union Documents"). In the case of any conflict between this Master Agreement and Union Documents, the Union Documents shall control.

8.2. Recognition. The Employer recognizes Local 72-147 of the American Federation of Musicians as the sole and exclusive bargaining representative for all musicians covered by this Agreement.

8.3. Work Dues Deduction. Employer shall withhold from each union musician's paycheck an amount equal to one and one-half percent (1½ %) of scale wages on all work performed under this Agreement. All monies withheld under the terms of this paragraph shall be paid over to the Union no later than the fifth (5th) working day following the date of wage payments to each musician. A full accounting of all monies with respect to amounts withheld from each individual musician shall be made by the Employer to the Union at the time payment is made.

9. MUSIC PERFORMANCE TRUST FUND

Subject to availability, the Union shall provide funding from the Music Performance Trust Fund for at least fifty percent (50%) of musician wages associated with school performances of the Children's Playhouse. The Employer shall provide information as required for this funding at least ninety (90) days prior to the first service.

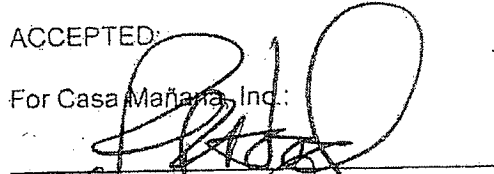
10. MISCELLANEOUS PROVISIONS

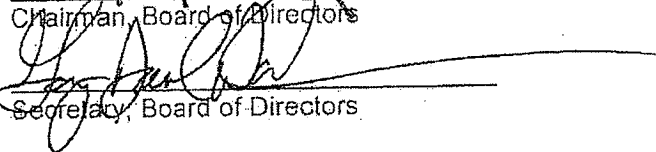
Questions not covered by this Agreement. In the event a question arises which is not covered by this Agreement, the parties involved resolve to undertake earnest negotiation of a reasonable and mutually agreeable settlement.

IT IS UNDERSTOOD that the parties signing this Master Agreement on this 27th day of FEBRUARY, 2015, do so in the name of the organization they represent, and that each of these organizations, being fully aware of the terms and conditions included herein, will be responsible for the implementation of these terms and conditions for the full term listed herein.

ACCEPTED:

For Casa Mañana, Inc.:


Chairman, Board of Directors


Secretary, Board of Directors

For the D/FW Professional Musicians Association,
Local 72-147, American Federation of Musicians:

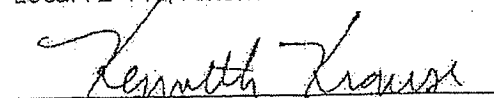

Kenneth Krause, President

EXHIBIT I

MINIMUM WAGES AND OTHER WORKING CONDITIONS

Effective May 1, 2014, and continuing through April 30, 2015, the minimum scales and conditions as set forth in Provision A below includes a 3% increase in wages from the 2013/14 Season. Beginning with the period commencing May 1, 2015, these amounts shall be increased as set forth immediately below. Such increases shall also apply to the Contractor's fees during the term of this Agreement. (Article 2.1.B)

- For the period commencing May 1, 2015, and ending April 30, 2016, the minimum compensation shall be increased by 3 percent (3%).
- For the period commencing May 1, 2016, and ending April 30, 2017, the minimum compensation shall be increased by 4 percent (4%).
- For the period commencing May 1, 2017, and ending April 30, 2018, the minimum compensation shall be increased by 4 percent (4%).

In the event that the Employer presents theatrical music productions at Bass Hall, the parties agree to negotiate wages applicable to such performances.

Wages and Conditions Applicable to the Lancaster Street Venue.

A. 2014-2015 Season (All Services)

1. Sideperson – effective May 1, 2014 \$47.74 per hour
2. Sideperson Overtime\$17.91 per 15 min. segment
3. *Premium pay \$54.90 per hour
(for orchestras of 7 musicians or fewer)

*Only applies when a score reduction (as per Article 4) results in 7 or fewer musicians, in which case every musician hired for that particular production shall receive Premium pay.

B. Doubles. Fifteen percent (15%) of Sideperson Basic Scale per service for the first double beyond the original instrument, ten percent (10%) for each double thereafter.

C. Cartage. Each amount listed below shall be per run of production, with the exception of the Acoustic Bass.

1. Acoustic Bass\$30
2. External Amplifier\$25

3.	Drum Set	\$30
4.	Keyboard	\$30
5.	Keyboard Percussion	\$25
6.	Cello	\$15
7.	Harp	\$55
8.	Timpani, per bowl.....	\$20
9.	Bass Drum	\$20
10.	Chimes.....	\$20
11.	Percussion (6 toys)	\$15

Wages and Conditions applicable to Music Preparation, Copying-transposing

- A. Per page, single stave\$8.90
- B. Per page, double stave\$17.79
- C. Per page, double stave with lyrics\$26.70
- D. Per page, triple stave piano with lyrics.....\$35.59
- E. Per page, conductors score\$53.38
- F. Time rate may be substituted on pasting, cutting, production lines, and in other situations where page rates are impractical. \$28.43 per hour
Between 12:00am (midnight) and 9:30am \$42.63 per hour
- G. Manuscript paper shall be furnished by the Employer.
- H. Payments for Music Preparation services shall accrue and become payable separate and apart from rehearsal pianist services; conversely, payments for Music Preparation services cannot be charged against payments owed for other services.