

Metadata header

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IDnum 224 **Language** English **Country** United States **State** NY

Union AGMA (American Guild Musical Artists)

Local

Occupations Represented
Actors, producers and directors
Musicians, singers, and related workers
Dancers and choreographers

Bargaining Agency Iron Mountain Productions

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear **EndYear**

Source <http://www.agmanatl.com/ContractsOpera/BohemeOnBroadway2.htm>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT by and between the AMERICAN GUILD OF MUSICAL ARTISTS (hereinafter called "AGMA") and The Producing Office and Iron Mountain Productions, (hereinafter called "The Employer") with regard to the staging and presentation of the opera La Bohème (hereinafter called "the Production") on Broadway and elsewhere.

In consideration of the mutual agreements herein contained, the parties agree as follows:

1. EMPLOYEES COVERED

The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for all Soloists, Choristers, Additional Choristers, Singers, Dancers, Extras (Supers, Actors), Covers, Stage Managers, Assistant Stage Managers, Stage Directors, and Assistant Stage Directors (all herein referred to collectively as "ARTISTS") employed by the EMPLOYER. This Agreement will also cover choreographers, if same are employed.

2. APPLICATION OF BENEFITS

"ARTISTS employed by the EMPLOYER" shall be deemed to mean "All ARTISTS employed or otherwise engaged or utilized by the EMPLOYER, or by an affiliate or subsidiary of the EMPLOYER, directly or indirectly, or through agents, managers and/or contractors, or as independent contractors or by, through or on behalf of any entity which controls, directs or has an interest in the production, or the artists, or otherwise, all of whom are herein referred to as "The EMPLOYER" and all of whom hereby agree to be bound by this Agreement.

3. MEMBERSHIP IN AGMA

A. The EMPLOYER shall employ and maintain in its employment only such persons covered by the scope of this AGREEMENT as ARTISTS as are members of AGMA in good standing or as shall make application for membership on the thirtieth (30th) day following the first date of their employment hereunder and who thereafter maintain such membership in good standing as a condition of employment.

B. AGMA agrees that it is and will continue to be an open union and will keep its membership rolls open and will admit to membership all ARTISTS engaged by the EMPLOYER provided, however, nothing contained in this AGREEMENT shall be deemed to limit the right of AGMA to suspend, expel, otherwise discipline or to refuse to admit to membership or readmit a member

pursuant to the rules, regulations, Constitution and By-Laws of AGMA, and provided, further, that nothing contained herein shall require the EMPLOYER to discharge any ARTIST except for the Artist's failure to become and remain a member of AGMA in good standing.

C. As to those persons employed to work on this production who are not then members of AGMA, the following schedule of initiation fees and dues required to be paid by each such person are:

<u>All Artists</u>	Initiation Fee of \$500 First year's basic dues \$78 Due in full with application for membership
Children, Extras	Initiation Fee of \$500 \$100 with application, \$33.33 due each month One half of the first year's basic dues (\$39) with application \$39 due the following January or July.

4. DEDUCTIONS

All ARTISTS engaged by the EMPLOYER covered by this Agreement are considered Employees within the meaning of the law and the EMPLOYER shall deduct all social Security, Withholding Taxes, Disability Insurance and other Taxes, to the extent required by law to be paid by the EMPLOYER for its Employees.

To the extent allowed by law, the EMPLOYER further agrees that it will deduct 2% of the gross compensation earned by and to be earned by each ARTIST covered under this Agreement as AGMA Working Dues and shall remit same on a monthly basis to AGMA on the employee's behalf up to a maximum of \$2000 per calendar year. For purpose of such deduction, travel expenses, meal money and per diem (to the extent provided for in this Agreement) shall not be considered a part of the "gross compensation" and shall not be subject to such deduction nor shall they be subject to commission by any Agent.

The EMPLOYER further agrees that it will deduct and remit any and all Initiation Fees that remain unpaid following the 30th day of the ARTIST's first employment by the EMPLOYER, as, requested by AGMA's Membership Department, and payments will be remitted to AGMA immediately upon AGMA's request. EMPLOYER will furnish to AGMA a notice certifying the name, Social Security number and gross compensation of each employee immediately upon the employment of each such

employee. The EMPLOYER will be liable for failure to make such payments to AGMA as set forth in this Agreement, and any violation will be considered a material breach of this Agreement.

5. ADMITTANCE OF AGMA REPRESENTATIVE ON EMPLOYER'S PREMISES

The National Executive Director and other representatives duly authorized by him shall be admitted to the premises of the EMPLOYER, or such other place where the Company is working, and the EMPLOYER agrees to cooperate with such representative in dealing with all matters pertaining to the official business of AGMA.

6. INDIVIDUAL EMPLOYMENT CONTRACT

A. No ARTIST may take part in any performances or rehearsals or do any work in preparation for a production without first signing a Standard Artist's Contract for Employment, a copy of which is attached and it being understood that the form of which may, from time to time, be amended. All contracts and agreements made by the EMPLOYER with the ARTISTS employed under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the AGMA standard form of agreement in quadruplicate, one copy for the ARTIST, one for the EMPLOYER, one for the AGMA Retirement and Health Fund and one for AGMA.

B. AGMA agrees that the provisions of Paragraph 2, Section D of the Standard Artist's Contract do not limit the Employer's right to discharge any Artist for cause or for the bona fide violation of any of Employer's personnel policies, so long as those policies are applied uniformly to all of the Employer's employees.

C. EMPLOYER shall have the right to enter into an individual employment contract with any ARTIST, subject to ARTIST's approval, which shall specify a number of performances per week, or a weekly term, of not less than two (2) weeks, and not more than one (1) year of employment. It is understood and agreed that during the specified term of such individual employment contract, neither EMPLOYER nor ARTIST shall have the right to terminate the ARTIST's employment, provided however that EMPLOYER may terminate the ARTIST's employment for good and sufficient cause. The individual contract of employment may also be terminated on not less than one (1) week's notice given by the EMPLOYER of the closing of the Production.

D. Should the EMPLOYER desire to extend the term of any such individual employment contract, EMPLOYER shall give ARTIST not less than four

(4) weeks' written notice prior to the execution of the individual employment contract, which notice shall specify the term of extension, compensation, and any other terms and conditions applicable. Not more than two (2) weeks after ARTIST's receipt of such written notice from EMPLOYER, ARTIST shall notify EMPLOYER in writing as to whether ARTIST accepts or rejects such option to extend the individual employment contract.

E. ARTISTS shall have the right to refuse to appear in any role that is morally unacceptable to the ARTIST.

F. AGMA agrees that all ARTISTS have the obligation to fulfill his/her Standard Artist's Contract for Employment. AGMA acknowledges that EMPLOYER has the right to pursue all courses of action other than specific performance available to the EMPLOYER in instances in which an ARTIST willfully chooses to default on the Standard Artist's Contract for Employment. This includes but is not limited to recourse to AGMA for institution of disciplinary proceedings against the ARTISTS in accordance with its Constitution and By-Laws.

G. AGMA agrees that the provisions of Paragraph 2, Section D of the Standard Artist's Contract do not limit the employer's right to discharge any Artist for cause or for the bona fide violation of any of Employer's personnel policies, so long as those policies are applied uniformly to all of the Employer's employees.

7. ASSIGNMENT OF ARTIST'S CONTRACT

The EMPLOYER agrees that the Standard Artist's Contract for Employment between the EMPLOYER and any ARTIST may not be assigned or transferred to any individual, and corporation or other entity unless the written consent of AGMA and the ARTIST concerned shall have been endorsed on the face of the contract. AGMA will not unreasonable withhold its consent if such assignment or transfer is made to an entity of which the principals of Iron Mountain Production, Inc. or the Producing Office, Inc. are managers or general partners. The transfer of said individual contract without such written consent shall be deemed null and void.

8. LOWERING OF MINIMUMS AND WAIVERS PROHIBITED

The EMPLOYER agrees that the minimum terms and conditions governing the employment of ARTISTS by the EMPLOYER are those contained herein, and the EMPLOYER further agrees that it will not enter into any contract with or employ any ARTIST upon terms and conditions less favorable to the ARTIST than those set forth herein. The EMPLOYER agrees that no waiver by an ARTIST of any provision of this Agreement or any contract between any ARTIST and the EMPLOYER shall be requested by the EMPLOYER or be effective unless the

written consent of AGMA to the making of such request or such waiver is first had and obtained. The EMPLOYER further agrees that nothing in this Agreement shall be deemed to prevent any ARTIST from negotiating for or obtaining better terms than the minimum terms provided for herein.

9. PAYMENT OF SALARIES

The EMPLOYER agrees that all ARTISTS shall be paid by cash or check not later than Thursday of each week of employment. All overtime payments, penalty payments, and any other payments, which arise separate and apart from the weekly minimum salaries shall be paid by the EMPLOYER to the ARTIST no later than two (2) weeks following the submission of the overtime schedule to the EMPLOYER. EMPLOYER will provide suitable arrangements for cashing of checks.

10. LOCALE

The scope of this Agreement covers all productions of La Bohème produced, directly or indirectly, by, for, on behalf of or in the interest of the EMPLOYER. Wages, hours, terms and conditions of employment for tours will be governed by AGMA's standard provisions for tours.

11. CREDIT TO AGMA

A. The EMPLOYER will give credit to AGMA and to each ARTIST appearing in, or performing services on, the production in accordance with industry standards with regard to house boards, playbills, programs and photographs.

B. The EMPLOYER shall give credit to AGMA in the form provided below and on not less than 1/16 of a page in every Playbill and other program for the production.

The Artists and Production Personnel in this production are represented for the purpose of collective bargaining by AGMA, the American Guild of Musical Artists, AFL-CIO.

Linda Mays, President

Alan S. Gordon, Executive Director

12. AUDITIONS

A. Auditions for AGMA members for all chorus roles (and in the case of child performers, the children of AGMA members) shall be held in advance of, and separate from, all other auditions.

B. The EMPLOYER shall give AGMA five (5) weeks' advance notice of such auditions.

C. When the Director is not present within the United States, the EMPLOYER may videotape auditions. The originals and all of the copies of the videotapes shall be, and remain, the property of AGMA and shall be delivered to AGMA at the conclusion of principal casting for all roles and may not be used by the EMPLOYER or otherwise for any purpose other than as audition material.

13. CAST

The cast for this production shall include not less than:

Principal Soloists

Mimi

Musetta

Soprano

Rodolfo

Marcello

Tenor

Baritone

Major Soloists

Colline

Schaunard

Benoit/Alcindoro

Baritone

Bass

Soloists

Customs Officer

Sergeant

Baritone

Baritone

Chorus *

Chorus *

Soprano	6	
Mezzo Sopranos	6	
Tenor		6
Bass	6	
Child (Act II, Boy)		Treble (a chorister may be utilized)
Children's Chorus		10
Extras (Supers/Actors)	10	

* These numbers may be revised up until one week prior to opening night.

14. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided:

A. Emergency Rehearsal – Rehearsals due to the absence, sickness or injury of any ARTIST and those due to an artistic emergency if the lack of such rehearsal would endanger the artistic standards of a work being presented. Any ARTIST called for such a rehearsal shall be compensated at the prevailing rehearsal rate plus Thirty-five (\$35) dollars per hour or fraction hereof.

B. Curtain Time – “Curtain Time” shall be defined as seven (7) minutes past advertised Curtain Time or the beginning of the music whichever occurs first.

C. Free Day – The term “Free Day” shall be a period of twenty-four (24) consecutive hours during which the ARTIST may not be required to travel, rehearse, perform, or execute any service or obligation whatsoever for the EMPLOYER. The Free Day shall not be interrupted by photo calls, costume fittings, or any other service, nor shall any individual volunteer such service without prior written consent from AGMA. During performance weeks the twenty-four (24) hour consecutive time period shall be counted as beginning eight (8) hours after the close of the last preceding performance. Each week shall have one (1) Free Day within each

Monday through Sunday week.

D. Overtime Rate – The “Overtime Rate” shall be \$35 per hour.

E. Performance – Specifically with regard to the Production, a “Performance” (i.e., a presentation before a paying audience) shall count as three and one-half (3 ½) hours in length, including a one-half (1/2) hour call prior to the announced curtain time, and an allowance of one half (1/2) hour after the end of the performance for removal of costumes and makeup.

F. Performance Week – A “Performance Week” shall commence on Monday and end on Sunday and contain at least one (1) performance. The workweek during performances shall not exceed thirty-six (36) hours, including twenty-eight (28) hours of performance time and eight (8) hours of rehearsal time and any hours worked by the ARTIST in excess of said thirty-six (36) hours shall be compensated at the applicable overtime rate.

G. Actors signed to understudy may be called to rehearse their own understudy assignments for an additional four (4) hours per week.

H. All ARTISTS will sign in no later than one half-hour prior to curtain time.

I. Rehearsal Week – A “Rehearsal Week” is a Monday through Sunday week. The EMPLOYER and AGMA agree that a Rehearsal Week will consist of six (6) days of rehearsal plus one (1) Free Day.

If a contract begins on any day other than Monday, the Artists shall be paid on a pro rata basis of 1/6 of his/her agreed upon weekly rehearsal salary for all days preceding the beginning of the week.

J. Child - A Performer under the age of 16.

K. Extra (Actor/Super) - Performers who do not sing during a performance.

15. COMPENSATION

A. (1) Minimum compensation – Rehearsal/Performance Weeks

Per Week	Per Week
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Chorister (Adult)	\$1302	\$1354
Per Performance	\$162	\$170
Chorister (Child) (One Act only)	\$600	\$630
Per Performance	\$75	\$80
Stage Director	See note (1)	
Assistant Stage Director (if employed)	\$1500	\$1575
Soloists	See note (2)	
Stage Manager	\$2139	\$2225
First Assistant Stage Manager	\$1693	\$1760
Second Assistant Stage Manager	\$1413	\$1470
Extra (Actor/Super)	\$500	\$525
	400 for all 6 evening performances	
Per performance	\$65	\$70
Child Performance	Additional \$100 per week	
Chorister replacing soloist	Additional \$225 per performance	
Overtime Rate	35/hour	

(2) Minimum Compensation – Rehearsal Weeks

Child Performers	\$600 per week
Extras	\$500 per week
All other Artists & ASM's	\$1200 per week
Stage Manager	\$1750 per week

Note 1: The compensation for the Stage Director has been determined in a separate negotiation

Note 2: Principal Soloists	\$500 per performance (\$525 after 4/1/03)
Major Soloists	\$250 per performance (\$275 after 4/1/03)
Other soloists	\$150 per performance (\$165 after 4/1/03)

16. CLOSING TIME OF PERFORMANCE

The EMPLOYER agrees that in the event a performance shall be concluded after 11:30 p.m. or if the performance exceeds three (3) hours in length from Curtain Time, each ARTIST shall be compensated at the rate of one-half (1/2) the hourly Overtime Rate for each half-hour (1/2) or fraction thereof. However, if the

Paragraph 35 (Force Majeure or similar circumstances), the EMPLOYER shall not be liable for the compensation outlined above.

17. INTERMISSIONS

The EMPLOYER agrees that there shall be a twenty (20) minute intermission between acts. Intermission time shall begin from the time of final curtain following the end of curtain calls; any violation shall be paid at the dollar equivalent of one-half (1/2) hour overtime

18. MATINEE PERFORMANCES

The EMPLOYER agrees that there shall be a minimum period of not less than two and one half (2 ½) hours intervening between the conclusion of any matinee performance (curtain down) and the commencement of the evening performance (curtain up), during which period the ARTIST may not be required to rehearse, travel and/or perform.

The span between the advertised curtain time for the matinee performance and the evening performance shall be not less than five (5) hours.

19. LAY-OFFS

The EMPLOYER may schedule up to four (4) weeks of layoff(s) in each calendar year, it being understood that such layoff weeks need not be consecutive, provided that no single lay-off may be less than one (1) week in duration. The ARTIST shall not be entitled to any compensation during any such layoff(s). During any such layoff weeks, the EMPLOYER will continue to provide and pay for the ARTIST's health coverage, and ARTIST shall continue to accrue his/her vacation pay as though there had been no interruption in ARTIST's employment. EMPLOYER shall give each ARTIST not less than four (4) weeks' prior written notice of the commencement and duration of any such layoff(s) hereunder.

If there is a layoff period of three (3) or four (4) consecutive weeks, there shall be at least two (2) days of rehearsals scheduled for the company prior to the first (1st) paid public performance after such layoff, and ARTIST shall be paid one-sixth (1/6th) of ARTIST's contractual weekly rehearsal compensation per day for such rehearsal days.

If the EMPLOYER lays off the company for any consecutive period in excess of four (4) weeks, the Production will be deemed to be closed, and any further compensation of the ARTIST by EMPLOYER in the Production of such closing

will required the execution of a new individual employment contract for ARTIST.

20. REHEARSALS DURING REHEARSAL WEEKS (for ARTISTS employed on a Weekly Basis)

A. Except for the final seven (7) days of rehearsal prior to the first paid public performance, during Rehearsal Weeks rehearsal hours shall not exceed seven (7) out of eight and a half (8½) consecutive hours per day (including breaks). If the ARTIST is dismissed from rehearsal and is called for further rehearsal within two (2) hour of the time of such dismissal, then such intervening time between dismissal and recall shall be counted as if the ARTIST had rehearsed.

B. If the ARTIST shall be required to rehearse in excess of seven (7) out of eight and a half (8 ½) hours, he/she shall be paid additional compensation of not less than one half (1/2) the hourly Overtime Rate for each additional rehearsal half hour or fraction thereof.

C. During the final seven (7) days of rehearsal prior to the day of the first paid public performance, rehearsals shall not exceed ten (10) out of twelve (12) consecutive hours per day (including breaks). On the day of the first paid public performance, rehearsals and performance may exceed ten (10) hours and may encompass more than twelve (12) consecutive hours so long as applicable rest period and breaks requirements are met.

D. In the event that the ARTIST is called to rehearse at any time during a Free Day as defined in Paragraph 14 C. I. Of this Agreement, the ARTIST shall be compensated at the hourly overtime rate payable in one half (1/2) hour increments with not less than a three (3) hour call.

E. The ARTIST may not be required to rehearse sooner than twelve (12) hours following the end of the last preceding rehearsal period. If the ARTIST is required to rehearse within the twelve (12) hour period, he/she shall be compensated for such rehearsal at the hourly Overtime Rate for each hour within the protected period.

F. Except in cases of emergency, ARTIST shall inform EMPLOYER as soon as possible, but in any event not later than 11:00 a.m., on any day that ARTIST, due to illness, injury or other unforeseen circumstance, will be unable to attend any rehearsal for which he/she is called that day.

21. REHEARSALS DURING PERFORMANCE WEEKS

A. The ARTIST may be called upon to rehearse for up to eight (8) hours

during each Performance Week on a day other than the Free Day without the payment of additional compensation provided that:

(1) The ARTIST shall not be required to rehearse in excess of four (4) hours on a performance day.

(2) On non-performance days during Performance Weeks, the ARTIST may be required to rehearse not more than five (5) hours per day.

(3) The ARTIST shall not be required to rehearse within the one and one-half (1 ½) hour period prior to the commencement of any performance, unless such rehearsal is scheduled under emergency conditions as herein defined and further provided that such Emergency Rehearsal is compensated for as provided in Paragraph 18 (2) of this Agreement.

(4) The ARTIST shall be given one five (5) minute break during each hour of rehearsal following each fifty-five (55) minute rehearsal period or ten (10) minutes after each eighty (80) minute period.

B. In computing the ARTISTS's hours worked during any performance week, it is understood that each performance in which ARTIST actually appears shall be counted as three and one half (3½) hours including a one half (1/2) hour call prior to the announced curtain time and an allowance of one half (1/2) hour after the end of the performance for removal of costumes and makeup.

C. The first required service of an ARTIST shall not be sooner than twelve (12) hours following the end of the last preceding performance or rehearsal period.

D. Rehearsal will be permitted on a day in which two (2) performances are given only in case of emergency, as defined herein, in which event the ARTISTS shall receive the additional compensation as provided herein.

E. If the ARTIST shall be required to rehearse at any time during a Free Day, the ARTIST shall be compensated at the rate of \$35 per hour payable in increments of one hour with not less than a three (3) hour call.

F. Other than for notes, if the ARTIST is at any time required to rehearse after an evening performance, his/her compensation for such period shall be the overtime rate for each hour or segment thereof.

G. For the purposes of compensation due hereunder, time shall be computed in accordance with the posted schedule or actual time of dismissal, whichever is longer.

H. AGMA agrees, upon application by the EMPLOYER, to grant the EMPLOYER a waiver of the rehearsal provisions as set forth herein provided the EMPLOYER submits adequate proof to AGMA that a rehearsal was solely called due to an emergency and provided the ARTISTS rehearsed are those who are required to be rehearsed because of the emergency. If such waiver is granted, the EMPLOYER agrees to pay the ARTISTS Overtime Rate compensation as provided in Paragraph 14 (d) of this Agreement.

22. REHEARSALS – MINIMUM GUARANTEE

In the event that the Production closes and subsequently reopens, the EMPLOYER will guarantee to the ARTIST not less than two (2) Rehearsal Weeks prior to the first paid public performance of the reopened company.

23. FREE DAYS AND HOLIDAYS

A. During each six (6) day Rehearsal Week, each ARTIST will receive one (1) Free Day as defined herein.

B. Each Performance Week shall have one (1) Free Day in each Monday through Sunday week, with the Free Day occurring by not later than the thirteenth (13th) day following the immediately preceding Free Day.

C. ARTISTS may be required to rehearse and/or perform on the following paid legal holidays: Independence Day, Thanksgiving, Christmas, and New Year's Day and ARTISTS making less than \$2500/week will be compensated at an additional one-sixteenth (1/16) of the minimum weekly salary for each such performance.

D. The EMPLOYER shall give the ARTISTS not less than four (4) weeks' advance notice of the intended performance schedule (including the scheduling of Free Days) for each performance week. After having given such notice, EMPLOYER may alter the schedule of performances and Free Days, but not less than two (2) weeks notification must be given prior to the applicable week for which such change is made.

24. REHEARSAL CONDITIONS – GENERAL PROVISIONS

A. Within the first five (5) hours of rehearsal each ARTIST shall receive sixty (60) consecutive minutes Rest Time. The maximum number of consecutive hours of rehearsal for which an ARTIST may be called is four (4) hours. If the ARTIST is called to rehearsal for a sixth (6th) consecutive hour, the

additional consecutive rehearsal paid for at the Overtime Rate in one-half (1/2) hour segments. The ARTIST will not be required to travel to another place of rehearsal nor will costume fittings be scheduled during the one (1) hour rest period.

B. The EMPLOYER shall ensure that anyone designated as a performer or cover/understudy is notified of his/her part or cover/understudy designation by opening night.

C. A Stage Manager will be present at all times when the company is rehearsing in the theater. This Stage Manager will be responsible for the floor condition, heating, adequate lighting and for calling breaks and keeping exact time records with regard to commencement and dismissal of rehearsals.

D. All Dress Rehearsals or rehearsals requiring make-up must include a one and one half (1½) hour rest interval prior to the on stage call for the rehearsal.

E. The EMPLOYER shall be responsible for the upkeep and maintenance of rehearsal facilities, including lounge and bathroom facilities.

25. POSTING OF REHEARSAL AND PERFORMANCE SCHEDULES

A. A callboard shall be provided in each place where rehearsals are regularly scheduled, and all notices concerning rehearsals shall be posted thereon.

B. During all Rehearsal and Performance Weeks the complete and detailed individual ARTIST's schedule shall be posted by 12 noon one day in advance of the rehearsal, and complete casting shall be posted by 12 noon ten (10) days prior to each performance, it being understood and agreed that such casting may be subject to change.

C. If the EMPLOYER does not abide by the foregoing A. and B. above, or any part thereof, the ARTIST shall be exonerated for any lateness or missing of rehearsals occasioned thereby.

D. The EMPLOYER shall use best efforts to notify the ARTISTS by telephone or in person within one half (1/2) hour after curtain down on a performance day or Dress Rehearsal day and prior to 9:00 p.m. on a rehearsal day of any changes in the rehearsal schedule for the following day. ARTISTS shall be exonerated for any lateness or missing rehearsals unless such notification shall occur. The foregoing shall be applicable only with respect to emergency situations.

E. If the ARTIST is dismissed from a scheduled rehearsal in progress, the actual time rehearsed shall be counted in one half (1/2) hour increments.

F. The ARTIST shall be required to report to the theater one half (1/2) hour prior to the advertised curtain time for each scheduled performance.

It is understood and agreed that the ARTIST's employment, once the ARTIST has commenced his or her employment, is continuous and consecutive, with the exception of lay offs. The foregoing notwithstanding, however, EMPLOYER shall have the right to close the Production by giving each ARTIST not less than one (1) week's written notice. The ARTIST's individual contract of employment shall be deemed to be terminated as of the closing date of the Production.

26. PERFORMANCE AND REHEARSAL CONDITIONS

The EMPLOYER agrees to take all responsible steps in an effort to obtain the following performance and rehearsal conditions:

A. Prior to the commencement of rehearsals and performances, all stage and rehearsal spaces must be inspected by the Stage Manager.

B. The EMPLOYER agrees to maintain a roster of reasonably accessible doctors (suitable for treating the types of illness or injury that affect singers) and to accord prompt access to such doctors to all ARTISTS covered hereunder who experience health or injury problems related to the production, such access being at no cost to the ARTIST.

C. If AGMA receives complaints that the theater has not met reasonable health and safety standards, the EMPLOYER will give evidence to AGMA in writing that steps have been taken to eliminate the inadequacies.

D. Crossovers must be sufficiently lighted and uncluttered so as to prevent accidents and facilitate quick crossovers.

E. Rehearsal, dressing room and performance facilities:

(1) In each theater where the ARTISTS shall perform there shall be a sufficient number of chairs and mirrors in each dressing room, as well as reasonably accessible toilet and washing facilities backstage for both men and women.

(2) All rehearsal and dressing rooms shall be thoroughly cleaned.

(3) Hot water and shower facilities will be made available when

body make up is required.

(4) During half (1/2) hour prior to curtain going up, the stage or adjacent space will be free for use by the ARTISTS whenever possible.

27. COSTUMES, WIGS, SHOES AND MAKE UP

A. The EMPLOYER agrees to supply the ARTIST with all costumes, wigs, hair coloring, shoes, body make up, and any special make up and accessories for character roles and all costume accessories (e.g., jewelry, fans, and so forth) prior to performances.

B. All shoes provided to the ARTISTS by the EMPLOYER shall be comfortable shoes. All character shoes and boots shall be properly repaired and reasonably fitted before any use, and ARTIST shall be expected to go to fittings for that purpose. All character shoes shall be available to the ARTISTS not later than forty-eight (48) hours in advance of the final rehearsal or forty-eight (48) hours in advance of the performance, if they are a replacement pair of shoes.

C. The EMPLOYER agrees ARTIST's costumes will be cleaned at the beginning of each season and after fifteen (15) wearings of each costume thereafter. The EMPLOYER agrees to furnish two (2) T-shirts to all make ARTISTS to wear under costumes. ARTISTS will never be required to wear unlaundered tights and washable performance items of another ARTIST under any circumstances. Washable attached trunks of costumes shall be laundered/hand-washed after each wearing when costume is shared. Dry cleanable costumes shall be spot cleaned in the groin/crotch and armpit areas after each wearing when costume is shared.

28. COSTUME FITTINGS

A. Fittings may only occur during the work span. Costume fittings may be called, counted and compensated for in fifteen (15) minute increments.

B. The EMPLOYER agrees that any additional hours or fraction thereof spent by the ARTIST for costume fittings above those provided for in the preceding subparagraph shall be considered rehearsal time and compensated accordingly.

C. If the ARTIST is called for costume fittings on the ARTIST's Free Day, such call will be for not less than two (2) hours, for which the ARTIST shall be compensated at the rate of \$50.00 per hour.

D. No costume fitting shall be permitted on a two (2) performance day, unless the ARTIST is compensated on the Operating Date with a one (1) hour

minimum call.

29. PUBLICITY

While ARTISTS are under contract all publicity is controlled by the EMPLOYER. ARTISTS shall cooperate by providing publicity information to the EMPLOYER. ARTISTS shall not communicate with the media about work related subject matter without coordinating with the EMPLOYER.

30. PHOTOGRAPHY

A. No photo calls shall be permitted on a two (2) performance day, unless the ARTIST is compensated at the Penalty Rate with a one (1) hour minimum call guaranteed.

B. The EMPLOYER agrees that if it shall require any ARTIST to pose for photographs for the purpose of publicizing and advertising performances of the EMPLOYER, that ARTIST shall receive at least twenty-four (24) hours notice of such photographing, and such photography or waiting time shall be compensated for at the appropriate rehearsal rates.

C. If the ARTIST is required to pose for photographs on the ARTIST's Free Day, such call will be for not less than two (2) hours for which the ARTIST shall be compensated at the rate of \$35.00 per hour.

D. Individual head shots used in souvenir booklets shall be mutually acceptable to the ARTIST and the EMPLOYER. ARTISTS' names shall appear along with all individual headshots on EMPLOYER brochures and publicity materials.

E. Other than with regard to production photographs, all ARTISTS shall have the right of approval of individual headshots of themselves (and any accompanying biographical sketch) used by the EMPLOYER in programs.

F. It is agreed that photographing, including waiting time, make up time and travel incidental thereto, will be counted as rehearsal time and, if applicable, the appropriate overtime rate shall be paid to the ARTISTS.

31. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS

A. The EMPLOYER agrees to engage at least one (1) Stage Manager and one Assistant Stage Manager.

B. Whenever a Stage Manager or Assistant Stage Manager misses a company Free Day and is required to work he/she shall be paid in accordance with Paragraph 20 (D) or, at his/her option, be given a compensatory free day.

C. Stage Managers shall be engaged at least one (1) week prior to the first day of rehearsals for the Production and Assistant Stage Managers shall be engaged not later than the first day of rehearsals for the Production.

D. Unless otherwise specifically provided for herein, with regard to customary Stage Manager duties, all terms and conditions applicable to ARTISTS pursuant to this Agreement shall also be applicable to Stage Managers and Assistant Stage Managers.

32. SOCIAL SECURITY, WORKER'S COMPENSATION INSURANCE AND UNEMPLOYMENT INSURANCE

The EMPLOYER must carry at its own cost and expense adequate Worker's Compensation Insurance, securing to all of the ARTISTS, wherever they may work for the EMPLOYER, compensation for injury, disability or death from injury arising out of and in the course of their employment without regard to fault as a cause of the injury, except that there shall be no liability for compensation when the injury has been solely occasioned by intoxication of the injured ARTIST while on duty, or by willful intention of the injured ARTIST to bring about the injury or death to himself or another.

33. AGMA RETIREMENT AND HEALTH (MEDICAL COVERAGE) FUNDS

A. Retirement

(1) The EMPLOYER acknowledges that this Agreement provides for a jointly administered labor-management AGMA Retirement Fund meeting the requirements of Section 302-C of the Labor Management Relations Act, as amended. The EMPLOYER agrees to execute the Agreement and Declaration of Trust establishing the Retirement Fund and to be bound by the Rules and Regulations established by the Trustees of said Retirement Fund now or hereafter adopted. It is expressly understood that the Retirement Fund will at all times be maintained as a tax exempt trust fund enabling the EMPLOYER to deduct its contributions to the Fund in accordance with the applicable provisions of the Internal Revenue Code

(2) The EMPLOYER hereby agrees to contribute to the AGMA Retirement Fund an amount equal to four (4%) percent of actual weekly gross compensation for each ARTIST working under this Agreement.

These contributions are to begin with the first employment under this Agreement.

B. Health (Medical Coverage)

The Employer acknowledges that this Agreement provides for payments of the AGMA Health Fund and agrees to execute all documents relating to the EMPLOYER's obligation under this Fund.

C. EMPLOYER Contribution

(1) The EMPLOYER hereby agrees to contribute on behalf of each ARTIST employed hereunder to the AGMA Health Fund, on a monthly basis the amount of \$210 per ARTIST which represents the monthly premium for individual coverage.

(2) If an ARTIST is released by his/her own written request; or if the ARTIST's contract is terminated for just cause, medical insurance premiums will only continue for one (1) month after the ARTIST's termination of employment.

D. Family Coverage

The EMPLOYER agrees that it will deduct the difference between the cost of individual coverage and the cost of Family Coverage from the compensation of any ARTIST described in subparagraph C. above, who chooses to elect such additional dependent coverage. The EMPLOYER agrees to remit this payment to the AGMA Health Fund along with the required EMPLOYER contributions on a monthly basis.

34. SICK LEAVE

A. ARTISTS shall accrue sick leave, to be used only for the purpose of absence due to bona fide illness, in the amount of one performance for each four (4) weeks of work.

ARTISTS earning \$2,500 or more per week shall not be entitled to sick leave.

C. The EMPLOYER may demand a certificate of a doctor as to the bona fide nature illness of the ARTIST and an examination by a doctor designated and paid by the EMPLOYER as a condition precedent to sick leave pay.

D. Where the inability to perform is a result of pregnancy or childbirth, the ARTIST shall be entitled to an unpaid leave of absence after the payment of the sick leave specified above. ARTIST shall resume work without loss of seniority with Company not later than four (4) months after childbirth. In addition, the EMPLOYER will continue Health Fund contributions for such ARTIST during the leave of absence.

35. FORCE MAJEURE

This Agreement and every contract entered into between the EMPLOYER and any ARTIST shall be deemed to contain the following provision:

“It is agreed that if by reason of fire, accident, strike or collective refusal to work by members of any union employed by the company, riot, Act of God, epidemic, war, the public enemy, or for any other cause of the same general class, the EMPLOYER is unable to conduct, or shall find itself compelled to cancel its scheduled rehearsals or performances of any of them (the foregoing being referred to as a “condition of Force Majeure”), the EMPLOYER may notify the ARTIST thereof, in writing, and thereafter the ARTIST shall not be entitled to compensation during the period of said condition of Force Majeure. Should such a condition of Force Majeure continue for a period to ten (10) days or more after such notice to the ARTIST, either party may during said period of continuance terminate this contract. The foregoing shall apply to any Contract, whether or not ARTIST’s services thereunder have commenced at the time of the condition of Force Majeure. In the event of such termination, the EMPLOYER will pay for all services rendered prior to the aforesaid condition of Force Majeure and transportation back to the City of Origination or ARTIST’s Place of Residence) as the case may be, and as provided for in the ARTIST’s original employment contract). Whether or not the Standard Artist’s Contract for Employment is terminated by either party, the EMPLOYER shall pay to the ARTIST per diem for any day for which the ARTIST is employed outside the City of Origin and did not receive his/her individual contractual compensation, but for not more than the period of ten (10) days as set forth above.”

36. FILMING, BROADCASTING, TELEVISION, ETC.

Artists covered by this agreement will receive additional compensation for archival recordings, B rolls, commercials and promotional filming or taping in accordance with industry standard minimums.

37. ARBITRATION OF STANDARD ARTISTS’ AGREEMENT

This Agreement and every contract entered into between the EMPLOYER

and any ARTIST during the term of this Agreement shall be deemed to contain the following provision:

“In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any sections of this Agreement, including the arbitrability of any issue arising hereunder, either party may file a written grievance within thirty (30) calendar days after the date on which the aggrieved party may be reasonably presumed to have knowledge or notice of the event or occurrence giving rise to the dispute. A grievance by the Union or a member of the Union must be addressed in writing to the EMPLOYER. Within fourteen (14) calendar days of the filing of the grievance, an appropriate management representative(s) shall meet with AGMA’s Executive Director or his designee in an attempt to resolve the grievance. Employer shall, within ten (10) days of the meeting with AGMA’s Executive Director or his designee, submit Employer’s response to the grievance, in writing, to AGMA’s Executive Director. If the dispute is not thereby resolved by said written response, either party may give written notification no later than thirty (30) calendar days thereafter of its intent to arbitrate the dispute at an arbitration to be held in New York City before an arbitrator to be mutually selected by the parties under the voluntary Rules of Labor Arbitration of the AAA on a date agreed to by the parties. The sole function of the arbitrator shall be to interpret the express provisions of this Agreement and apply them to the facts of the dispute or grievance. The arbitrator shall have no power to change, amend, modify, add to or otherwise alter this Agreement. The time limitations expressed in this procedure shall be strictly enforced. The fees of the arbitrator shall be shared equally by the parties and judgement upon the award rendered by the Arbitrator may be entered in the highest court of the forum, state or federal, having jurisdiction thereof. Both parties shall be bound by the award of the Arbitrator notwithstanding anything to the contrary set forth herein.

38. ARBITRATION OF THE BASIC AGREEMENT

Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, including the arbitrability of any issue arising hereunder, shall be settled exclusively by the aforementioned grievance and arbitration procedure. All arbitrations between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in New York City.

39. EXPIRATION

The term of this Agreement shall commence as of September 1, 2001, and shall terminate on August 31, 2004, provided that all contracts with ARTISTS, which expire after that date shall be deemed subject to such successor Agreement as

shall, at least thirty (30) days prior to the termination date, meet with AGMA and negotiate in good faith and agree with regard to the terms and conditions of a successor agreement.

40. NO WAIVER OF RIGHTS

Failure of AGMA, the ARTIST, or the EMPLOYER to insist upon the strict enforcement of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies that AGMA may have and shall not be deemed a waiver of any subsequent breach or default on the part of the EMPLOYER, the ARTIST, or AGMA.

41. GOVERNING LAW

It is the intention of the parties that the validity, construction, performance, and application of this Agreement shall be governed exclusively by the laws of the City of New York, County of New York, State of New York.

42. DISCRIMINATION FORBIDDEN

The employment of all ARTISTS hereunder and all terms and conditions of employment included in this Agreement shall be administered and applied without regard to age, race, sex, sexual preference, religion, creed, disability and/or national origin except where bona fide occupational qualifications may, as recognized by the law of the jurisdiction, be shown to exist. The EMPLOYER shall not discriminate against any ARTISTS because of his/her activities on behalf of AGMA.

43. SEGREGATION

No ARTIST will be required to appear in any theater or place of performance where discrimination is practiced because of age, race, color, creed, religion, sexual preference or national origin against any: (i) ARTIST or (ii) patron, as to admission or seating arrangement.

44. SAFEKEEPING OF VALUABLES

The EMPLOYER shall provide a strong box to be kept by a responsible staff member of the company for storing of ARTISTS' money and other valuables during all performances and Dress Rehearsals. The EMPLOYER will assume liability for items placed in the strong box for safekeeping, provided that the ARTIST shall be

responsible for retrieving money and other valuables at the end of each performance or Dress Rehearsal.

45. UNSAFE THEATRES

The EMPLOYER agrees that ARTISTS will not be requested or required to rehearse or perform in any theater or other facility which is unsafe or unsanitary or where the EMPLOYER utilizes smoke and fog devices which are harmful to the health, or voice, of ARTISTS.

46. LOCKOUTS

During the term of this Agreement there shall be no strikes or lockouts.

47. INDEMNIFICATION

The EMPLOYER retains the exclusive responsibility to provide a safe and healthful workplace, and is exclusively liable under its Workers' Compensation Insurance Policy and indemnifies and holds AGMA harmless in the event of job-related injuries, illnesses or deaths, which come thereunder.

48. HARMONIOUS WORKPLACE

EMPLOYER and ARTISTS acknowledge that artistic endeavors may involve stressful conditions. EMPLOYER and artists agree to endeavor to promote mutual respect, a positive atmosphere, and harmonious working relationships. EMPLOYER and ARTIST will expressly maintain the position that no person in the workplace shall be subjected to insulting or humiliating language, trespass, or abusive conduct. It is further acknowledged that injuries may result when ARTISTS are required to rehearse after any ARTIST has been subjected to personal affront, racial, sexual, or ethnic slur, or any trespass to person or property.

Therefore, in the event that ARTISTS believe they have been affected by such affront, slur, or trespass by EMPLOYER or its agents during or immediately prior to a rehearsal period, those ARTISTS affected shall suspend participation in the rehearsal immediately and make a written report of the incident, which report shall be submitted to an AGMA representative promptly. Any such termination of a rehearsal by an ARTIST shall be in addition to any other rights or duties conferred by this Agreement, and laws and statues of this state of the United States.

Such allegations of abuse, including written statements, shall be brought to the

attention of management promptly by an AGMA representative and may be discussed and resolution attempted by the AGMA committee, instituted in this Agreement. Such discussions and attempts to resolution neither supplant nor constitute remedies, nor must they be exhausted by either EMPLOYER or AGMA prior to any arbitration or other legal proceeding based upon such events, but comprise permissive informal dispute settlement procedures, which may be undertaken with the consent of both AGMA and EMPLOYER.

49. VACATION PAY

A. For each six (6) months of employment, ARTISTS shall accrue one (1) week of vacation. ARTISTS may opt to take such vacation or to receive one (1) week of pay in lieu of vacation, up to a maximum payment of \$2,000 per week.

B. No vacations may be taken within the first four (4) months of the opening of the performance or the first four (4) months of the ARTIST's first day of employment, whichever is later.

C. When the ARTIST's contract terminates, or upon the closing of the Production, ARTIST shall receive pay for all accrued vacation which has not previously been taken.

D. Notice of Vacation. The ARTIST shall give the EMPLOYER no less than five (5) weeks' notice of the date of ARTIST's intended vacation, which date shall be approved or disapproved in writing by the EMPLOYER within one (1) week thereafter. In no event shall an ARTIST's request for vacation be denied more than three (3) times, except when another soloist has already had the same vacation period approved.

50. The First Assistant Stage Manager shall be hired not later than one week prior to rehearsals and paid one week's contractual salary.

51. The Employer will provide a Bond or bank Letter of Credit guaranteeing two weeks' of salary of all Artists.

52. If projected titles are utilized, the Stage Manager or Assistant Stage Manager shall project same, unless this job duty is contractually required to be performed by a member of IATSE Local No. 1.

53. BENEFITS

The ARTIST is to perform without compensation at a performance or performances to be given once during the first three (3) months of the play's run and once every 12 months thereafter, upon at least 10 days' notice to the ARTIST. The Producer agrees to give and properly advertise such performances and after deducting the actual expenses thereof, to turn over the remaining net proceeds to the Actors' Fund of America on behalf of AGMA and for the benefit of AGMA members seeking assistance from the Actors' Fund. The Producer agrees that ARTISTS giving the performance shall have preference in purchasing the tickets for said performance, except that 200 seats shall be reserved for the Producer and/or the Theatre.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

_____.

Iron Mountain Productions, by: _____

The Producing Office, by: _____

AGMA, by: _____

* * * * *

**ADDENDUM TO THE AGMA – LA BOHÈME CONTRACT
SAN FRANCISCO PERFORMANCES**

1. HOTEL RESERVATIONS. The Producer shall be responsible for securing hotel reservations and shall furnish Artist with an up-to-date list of no less than two available hotels for single and double occupancy at different price ranges ensuring that, hotel accommodations are available for each member of the cast in each hotel regardless of sex, race, color, creed, national origin, age, disability, sexual orientation, or political persuasion or belief.

Producer or Company Manager shall submit such list to Artist. Within two weeks thereafter the Artist shall indicate the Artist's acceptance, or the Artist's preference to arrange for the Artist's own accommodations. Unless the Artist notifies the Company Manager of acceptance of such accommodations, the Producer shall be

relieved of further responsibility. If the Artist refuses to accept accommodation that Artist has requested and obtained through the Producer, Artist shall pay for one-night's accommodation.

The hotel accommodations list shall state which hotels require advance deposit. When requested by Artist in writing, management will forward to Artist, as an advance, any deposit required in advance by lodging accommodation. Management will deduct the advance from the Artist's expense monies reimbursement in the first week of Artist's stay at the lodging. Artist will be obligated to reimburse management for the full amount of the advance even if Artist elects not to stay at the lodging and the lodging refuses reimbursement of the deposit.

Due regard shall be given to obtaining such accommodation within a reasonable distance of the theatre and that the same shall be clean and sanitary. Artist shall be responsible for his/her transportation to and from the theatre for performances and rehearsals.

2. OUT-OF-TOWN EXPENSE MONEY. Artist shall receive in addition to Artist's own salary, out-of-town expense money of eight hundred and five dollars (\$805.00) per week or one hundred and fifteen dollars (\$115.00) per day for any pro-rated day when Artist is required to be away from New York ("Point of Origin"). Out-of-town expense money shall be paid together with salary. Producer will make arrangement for Artist to be able to cash paychecks when Artist is in New York and San Francisco.

3. TRANSPORTATION. The Producer shall be responsible for securing economy airfare company travel on first-class airlines between San Francisco and New York airports. The Producer will designate the means of ground transportation. Artist agrees to travel with normal allowable airline or F.A.A. regulations regarding checked baggage and carry-on baggage. Artist agrees that he/she will be responsible for any excess weight or baggage charges imposed by the airline.

When the company travels as a unit, the Company Manager or other representative of the Producer shall travel with the company, shall be at the hotel used by the majority of the company at check-in and check-out and shall be accessible to the Artist at all reasonable times while the company is in New York.

Producer agrees to arrange for company travel for the artist to and from New York when there shall be no scheduled rehearsal.