

## Metadata header

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**IDnum** 345    **Language** English    **Country** United States    **State** CA

**Union** AGMA (American Guild of Musical Artists)

### Local

Occupations Represented
Dancers and choreographers
Musicians, singers, and related workers

**Bargaining Agency** Opera Pacific

**Agency industrial classification (NAICS):**

71 (Arts, Entertainment, and Recreation)

**BeginYear** 2000    **EndYear**

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**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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This AGREEMENT is hereby set forth on August 1, 2000 by and between the AMERICAN GUILD OF MUSICAL ARTISTS, INC., a membership corporation organized and existing under and by virtue of the laws of the State of New York, and having its principal office at 1727 Broadway, New York, NY 10019, (hereinafter called "AGMA"), and OPERA PACIFIC having its principal place of business at 18025 Sky Park East, Suite H, Irvine, CA 92614 (hereinafter called "COMPANY").

## ARTICLE I ARTISTS COVERED

The COMPANY hereby recognizes AGMA as the exclusive collective bargaining agent for all Solo Singers, Narrators, Stage Directors and their assistants, Stage Managers and their assistants, Choreographers, Solo Dancers and performers who have speaking parts (hereinafter referred to as "PRINCIPALS"), all Corps de Ballet Dancers (hereinafter referred to as "DANCERS"), and all Chorus Singers (hereinafter referred to as "CHORISTERS"), and all of the preceding hereinafter collectively referred to as "ARTISTS", engaged by the COMPANY. The COMPANY agrees that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

## ARTICLE II APPLICATION OF BENEFITS

Section 1. The COMPANY agrees that the provisions of this Agreement shall apply to and inure to the benefit of all ARTISTS engaged by the COMPANY, directly or indirectly, or through agents or independent contractors.

Section 2. The COMPANY agrees that the terms of this agreement apply only to rehearsal and performances in the United States and Canada and their dependencies or possessions.

## ARTICLE III EXCLUSIONS

Section 1. AGMA recognizes that the COMPANY has a professional training (Resident Artist) program, School Residency Programs and the community outreach program which operate during its season and throughout the calendar year. In recognition of the educational nature of these programs and their related training activities, AGMA agrees to the exclusion of the above mentioned programs from coverage under this agreement. A portion of the Resident Artist program includes participation in the company's subscription season productions. Resident Artists who perform in these productions are working within the jurisdiction of AGMA.

Section 2. When an alternate, smaller theater is used for productions not part of the

regular subscription season, the provisions of this agreement will be discussed, as long as such productions are presented on a significantly smaller, less elaborate scale than the COMPANY's main season, with a limited number of public presentations and in a theater seating 750 or less.

AGMA will give full consideration to timely waiver requests presented by COMPANY in these regards.

Section 3. For the purposes of this Article III, EXCLUSIONS, the term "community outreach" shall apply to programs presented for the purposes of education and audience-building which:

Are presented to students or other homogeneous community groups;

Are not presented on the Opera Pacific main stage or other venues which customarily present commercial performances, unless the productions are substantially abbreviated versions of Opera Pacific main stage productions in terms of production values and length (ninety (90) minutes or less running time); and

Have no admission prices which exceed ten dollars (\$10.00).

Section 4. A full written report of each performance given under the provisions of this Article, including a title or description of the nature of the production, dates, venue, audience seating capacity in each venue, names of all performers and staging staff participants, cost of admission, description of audience characteristics, and purpose of performance shall be sent to AGMA no less frequently than on an annual basis, on or before August 31 of each calendar year.

Section 5. When presenting full-scale performances in theaters seating less than 1000, all minimum rates listed in this Agreement shall be reduced by 10%, provided that the same relationship is maintained in regards to ticket prices.

#### ARTICLE IV COMPANY'S RIGHTS

Section 1. The management of the COMPANY and the direction of the ARTISTS are vested exclusively in the COMPANY and shall not in any way be abridged, except as specific restrictions are set forth in this Agreement or in any Individual Artist's Contract.

Section 2. Nothing contained within this Agreement or the Individual Artist's Contracts in any way shall abrogate the artistic prerogatives of the COMPANY, which shall be the sole judge and arbiter of any and all artistic matters.

Section 3. Without in any manner limiting the foregoing or the COMPANY'S right to exercise the regular and customary functions of management, the COMPANY

hereby expressly reserves the right to contract with other performing companies (including, but not limited to, ballet companies) when the COMPANY, at its sole discretion, determines that artistic considerations make such contract or contracts desirable. Provided, however, that the COMPANY shall not have the right to contract with what is commonly referred to as a "volunteer" chorus (which, for purposes of this provision, is intended to mean any chorus which performs without charge or at a minimum charge for the services of the choristers). For the purposes of this Section, the words "volunteer chorus" shall include, but not be limited to, the Orange County Master Chorale and the Pacific Chorale.

Section 4. Without in any manner limiting the foregoing or the COMPANY'S right to exercise the regular and customary functions of management, COMPANY shall have the right to designate one STAGE MANAGER to perform additional management functions and this STAGE MANAGER shall be excluded from coverage under this AGREEMENT (including, but not limited to, Article V of this AGREEMENT). In the event that this position is full-time, required minimum rates shall be waived. This shall be true notwithstanding any other provisions of this AGREEMENT.

Section 5. Without in any manner limiting the foregoing or the COMPANY'S right to exercise the regular and customary functions of management, AGMA and the COMPANY agree that payments due and owing the COMPANY by the ARTIST because of unreturned property provided by the COMPANY, ticket purchases or indebtedness of the COMPANY on behalf of and with the prior knowledge of the ARTIST are to be repaid to the COMPANY by the ARTIST prior to the ARTIST'S final performance.

#### ARTICLE V MEMBERSHIP IN AGMA

Section 1. The COMPANY shall engage and maintain in its engagement only such persons covered by this AGREEMENT as are members of AGMA in good standing or as shall make application for membership on the thirtieth (30th) day following the beginning of engagement hereunder or the date of execution of this AGREEMENT, whichever is the later, and thereafter maintain such membership in good standing as a condition of engagement.

Section 2. AGMA agrees that it will admit to membership all ARTISTS engaged by the COMPANY and will not impose unreasonable entrance fees or dues upon its members.

Section 3. AGMA agrees to consider and act upon all charges filed in writing by the COMPANY against AGMA member(s) and shall conduct a hearing when warranted in accordance with the AGMA Constitution and By-Laws. The COMPANY agrees that such charges filed in writing with AGMA and acted upon by AGMA shall not be subject to arbitration.

Section 4. AGMA agrees to indemnify and save the COMPANY harmless against any and all claims, suits, and other forms of liability resulting from the deductions made by the COMPANY at AGMA's request from the wages of any ARTIST(S). This indemnity is conditioned upon the agreement of the COMPANY that it shall not support or encourage either directly or indirectly any claim covered by this indemnity.

## ARTICLE VI DEDUCTIONS

Section 1. AGMA and COMPANY agree that COMPANY may deduct from ARTISTS' compensation applicable state and federal taxes as may be required by law, and any amounts due and owing COMPANY as provided in this Agreement or any mutually agreed upon amendment to or modification thereof.

Section 2. Provided that COMPANY has been presented an authorization as required by law, properly signed by ARTIST, COMPANY agrees to deduct from ARTIST's gross compensation the applicable "working dues" as certified by AGMA to them be in effect. For the purpose of calculating working dues: meal allowance, and per diem (to the extent provided for in this Agreement) and travel expenses shall not be considered part of the gross compensation and shall not be subject to such working dues deductions.

Section 3. COMPANY agrees to deduct from ARTISTS' gross compensation initiation fees, assessments, fines, delinquent payments, or other similar deductions at the direction of and on behalf of AGMA, provided that no later than two (2) weeks prior to ARTIST's first performance (or in the event that the ARTIST's contract has not been filed in accordance with ARTICLE X of this Agreement, within two (2) weeks of the date of filing ARTIST's contract with AGMA or as soon as practicable):

(a) AGMA has requested MANAGEMENT to do so, in writing and

(b) AGMA has sent a notice to PRINCIPAL ARTIST in care of MANAGEMENT outlining the nature and the amount of the deduction, instructing ARTIST to contact AGMA in the case of questions.

Section 4. COMPANY will make every reasonable effort to forward to AGMA the deductions referred to in 2 and 3 above, within twenty (20) working days following ARTIST's final performance, but will make the remittance no later than forty (40) days after said performance. To the best of its ability, MANAGEMENT will accompany said remittance with ARTIST's name, Social Security number, and the amount of the deduction for each ARTIST involved, with the basic and working dues listed separately. AGMA indemnifies Company against any claim resulting from any or all deductions on AGMA's behalf, required of COMPANY in this agreement.

## ARTICLE VII

### AGMA DELEGATES AND REPRESENTATIVES

Section 1. A delegate or representative, duly authorized by AGMA:

(a) Shall be admitted to any location where ARTISTS are working or are scheduled to work so long as it does not interfere with the COMPANY'S operations.

(b) May distribute the written assignment forms provided for in Article VI, Section 1, of this Basic Agreement, so long as such distribution does not interfere with the COMPANY'S operations.

Section 2. The AGMA delegate shall have no authority to stop or interfere with any part of any performance or rehearsal or interfere in any way with the performance of the duties of the COMPANY.

## ARTICLE VIII

### BOND

Section 1. The COMPANY agrees to post a Ten Thousand (\$10,000.00) Dollar security deposit with AGMA in the form of an assigned Certificate of Deposit, with all interest accruing to the COMPANY at least two (2) weeks prior to the commencement of any rehearsal or performance to insure the fulfillment of all the COMPANY'S obligations under the terms of this Agreement and/or Individual Artists Contract.

Section 2. Upon notice by the COMPANY to AGMA that any engagement, series of engagements or tour has been terminated and every ARTIST returned to his place of origination, AGMA shall return the Certificate of Deposit not later than two (2) weeks after the COMPANY'S final performance, less any claims made by AGMA for any violation of the terms of this Agreement and/or less any claims made by an ARTIST against the COMPANY for violations of his individual contract.

## ARTICLE IX

### STRIKES AND LOCKOUTS

The members of AGMA shall not refuse to carry out the terms of this Basic Agreement, or the terms of their Individual Artist's Contract, nor will they participate in strikes, walkouts, picketing, stoppage of work, retarding of work or boycott, whether primary or secondary, or any other interference of whatsoever nature with the conduct or operation of COMPANY'S business. The COMPANY agrees not to lock out ARTISTS during the term of this Agreement.

## ARTICLE X

### INDIVIDUAL ARTIST'S CONTRACTS

Section 1. Individual Artist's Contracts shall be executed in Quadruplicate: the original copy to be retained by the COMPANY; the duplicate and quadruplicate by the ARTIST; and the triplicate to be promptly filed with AGMA. AGMA's copy of all Individual Artist's Contracts shall be kept confidential and made available only (1) to the National Executive Secretary, or other officer having equivalent position with AGMA and (2) when a dispute arises under the contract.

Section 2. No ARTIST is permitted to take part in any performance or rehearsal, without first signing an Individual Artist's Contract. Individual contracts shall specify the opera and roles for which the ARTIST is engaged, the role (if any) which he is understudying, dates of performance and any other services contracted for and covered by this Agreement, such as transportation compensation, which must be a separate item to be provided in the contract form.

Section 3. The ARTIST shall present himself promptly for rehearsal and performance in a proper condition to fulfill his professional responsibilities. Intoxication or being under the influence of mind-altering substances may result in cancellation of the Individual Artist's Contract. The ARTIST shall respect all rules and regulations appropriate to the performance of operatic services, including care of costumes and props, attention to makeup and dress, and use of physical property of the production and/or the theater.

Section 4. No provision of any Individual Artist's Contract shall provide for compensation, benefits or working conditions less favorable to the ARTIST than those provided in this Basic Agreement.

Section 5. The compensation provided for in all Individual Artist's Contracts shall be "pay or play" and be paid in United States currency either prior to the commencement of each single performance or before 6:00 P.M. on the last day of each performance week.

#### ARTICLE XI ASSIGNMENT OF ARTIST'S CONTRACT

Executed Individual Artist's Contract may not be assigned or transferred unless the written consent of the ARTIST concerned, the COMPANY and AGMA shall have been endorsed on the face of the contract or on the transfer or assignment thereof.

#### ARTICLE XII AGREEMENT BINDING ON OTHER PARTIES

This Agreement shall be known as the "Basic Agreement" and shall be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales, assignments, transfer, or the like, shall succeed to, or be entitled to, a substantial part of the business of any signatory.

ARTICLE XIII  
DEFINITIONS

Whenever used in this Agreement unless otherwise provided:

(a) PERFORMANCE WEEK - the term "performance week" shall mean seven (7) consecutive days commencing on any day selected by COMPANY and ending not later than the preceding day of the following week or weeks, during which at least one (1) performance is given for a production and during which there shall be one (1) free day.

(b) REHEARSAL WEEK - the term "rehearsal week" shall mean seven (7) consecutive days commencing on any day selected by the COMPANY and ending not later than the preceding day of the following week or weeks, during which no performances are given for a production. A Free Day shall be included in each seven (7) consecutive day period.

(c) CITY OF ORIGINATION - the term "city of origination" shall include the area within a radius of fifty-five (55) miles of the Orange County Performing Arts Center.

(d) ARTIST'S DOMICILE - the term "artist's domicile" shall mean within a 75-mile radius of the city of ARTIST's current principal residence.

(e) FREE DAY - the term "free day" shall mean any of the seven (7) days of a performance or rehearsal week during which the ARTIST may not be required by this Agreement to rehearse or perform or travel, unless paid the additional compensation required by this Agreement. The said period of time shall commence at midnight and end at 9:00 a.m. the morning of the second day.

(f) INDIVIDUAL ARTIST'S CONTRACT - This term shall mean any contract or agreement made by the COMPANY with an individual ARTIST. To the extent that any provision of the Individual Artist's Contract is in conflict with any provision of this Basic Agreement, the provisions of the Individual Artist's Contract shall govern. To the extent that there is no conflict between the provisions of the Individual Artist's Contract and the provisions of this Basic Agreement, the provisions of this Basic Agreement shall be deemed incorporated by reference in the Individual Artist's Contract and shall be as binding as if reproduced in full therein, provided, however, that Article V of this Basic Agreement shall apply notwithstanding any conflicting provisions in the Individual Artist's Contract.

(g) CLASSIFICATION OF ROLES - The terms "leading roles", "featured roles", "supporting roles", and "solo bit roles" shall apply to ARTISTS engaged to perform such roles as found in "Classification of Roles", attached hereto as Exhibit "C". For new or obscure works not included in Exhibit "C", classification will be made by mutual consent between AGMA and the COMPANY.



ARTICLE XIV  
PAYMENT TO ARTISTS

Section 1. ARTISTS engaged on a weekly basis shall be paid no later than the last day of each week of engagement.

Section 2. ARTISTS engaged on a per performance basis shall be paid no later than the end of their appearance in each performance, unless otherwise agreed upon in ARTIST's Individual Artist Contract.

Section 3. Payments shall be made in cash or by company check in United States dollars, regardless of where performances take place.

Section 4. ARTISTS shall be paid the first seven (7) days of the ARTIST's contracted per diem upon arrival in the COMPANY's city of origination. In addition, all non-resident ARTISTS contracted at minimum rates shall receive the equivalent of bus or airport limousine transportation expenses to and from the airport, bus terminal and railway stations upon submission of receipts.

ARTICLE XV  
TRANSPORTATION FOR TOURING

Section 1. By Bus: The COMPANY may request permission of AGMA to transport ARTISTS by first-class private bus. AGMA agrees to act upon such request within fifteen (15) days after it is made and not to withhold its consent unreasonably. In the event that such permission is granted, the COMPANY agrees to prove to AGMA, in writing, that the carrier company carries public liability insurance to the limit of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS on each vehicle engaged.

Travel by bus shall be restricted to a maximum of six (6) hours on a one (1) performance day, eight (8) hours on a non-performance day, and no more than three (3) hours on a two (2) performance day. Any travel which exceeds these daily limitations shall be compensated at the hourly rehearsal rate calculated in half (1/2) hour increments for each half (1/2) hour or any fraction thereof.

The COMPANY agrees that transportation by bus shall be by first-class bus, with heating and ventilating facilities in working order. In the event that the bus used to commence a tour requires replacement because of an emergency, such replacement bus shall meet the same standards as to seating capacity, luggage facilities ventilation and heating facilities as in the initial bus. Such, replacement shall take place within no more than two (2) business days from the date of the occurrence of the emergency. Where such replacement does not take place within the time specified above, the ARTIST shall have the right to refuse to travel by bus. Where such replacement bus arrives within the time specified above, but is not up to the standards of the initial bus,

the COMPANY shall have no more than two (2) business days from the arrival to obtain another replacement. Where such second replacement does not arrive within the time specified above, or it is not up to the standards of the initial bus, the ARTISTS shall have the right to refuse to travel by bus.

Section 2. By Boat: In the case of travel by boat, accommodations for the ARTISTS shall be what is commonly termed "tourist" passage or better. In the event that any boat does not have "tourist" passage, the accommodations shall be such passage as is comparable to what is commonly termed "tourist" passage.

Section 3. By Plane: ARTIST agrees to travel by regularly scheduled airline; however, ARTIST and COMPANY may agree to alternate means of transportation by mutual consent of the parties , to be indicated upon the Individual Artist's Contract. The COMPANY agrees to purchase insurance on the life of each ARTIST during said airplane travel, having a value of no less than FIFTY THOUSAND (\$50,000.00) DOLLARS.

#### ARTICLE XVI BAGGAGE

The COMPANY shall provide and pay for the transportation of the ARTIST's personal baggage (up to one hundred and fifty (150) pounds weight) to and from points of engagement outside the city of origination. The COMPANY shall be liable for any loss to the ARTIST on account of loss or damage to such baggage (ordinary wear and tear excepted) to a value not in excess of Two Thousand Five Hundred DOLLARS (\$2,500.00) for each ARTIST, provided the ARTIST shall have provided a suitable container therefor and which has been kept locked. This paragraph shall pertain only to owned or chartered means of transportation under the COMPANY's control.

#### ARTICLE XVII OUT-OF-TOWN ENGAGEMENTS

Section 1. Run-out dates: When an ARTIST is required to perform thirty (30) miles beyond the central point of departure, but is not required to stay overnight, the COMPANY shall compensate the ARTIST with a partial per diem as outlined in the Compensation Schedule of this Agreement.

Per diem for breakfast applies if departure is prior to or return is after 9:00 A.M.

Per diem for lunch applies if departure is prior to or return is after 1:00 P.M.

Per diem for dinner applies if departure is prior to or return is after 6:00 P.M.

These allowances shall not be paid, however, if the ARTIST is already receiving compensation for out-of-town performances in his normal contractual compensation.

Section 2. If any ARTIST engaged on a per performance basis or on a weekly basis is required to travel any day other than the day of his performance or during a week which is neither a rehearsal week nor a performance week, he shall be paid a per diem as outlined in the Compensation Schedule of this Agreement.

This per diem shall be paid for each day (beginning at midnight and ending the following midnight) or part thereof during which he shall travel.

Section 3. If any ARTIST engaged on a per performance or on a weekly basis is returned to the city of origination after 2:30 a.m. of the morning following the end of his performance or of his engagement, then the COMPANY shall pay such ARTIST an additional sum of not less than one hour at the then current rehearsal rate for such ARTIST's sustenance. ARTISTS shall be required to take the first available standard transportation furnished by the COMPANY.

Section 4. If the ARTIST is not returned to the city of origination within the last day of the last performance week, he shall be paid at the same rates as for Section (2.) above.

Section 5. On a final partial travel day, ARTIST shall be paid a per diem at the same rates as for Section (1.) above.

Section 6. If any travel on the final day of travel to the city of origination ends after 10:00 p.m., full per diem as listed above shall be paid to each ARTIST.

Section 7. Should the Company travel to either Los Angeles County or San Diego County, the minimum provisions of the existing AGMA opera or concert Employer in that county, if higher than the minimum provisions contained herein, shall prevail.

#### ARTICLE XVIII CHANGE OF APPEARANCE NOTIFICATION

COMPANY may request appropriate appearance (such as the absence of facial hair) if notification is given at least four (4) weeks prior to the first rehearsal. The ARTIST must advise COMPANY at least four (4) weeks in advance of the first rehearsal of any severe change in the ARTIST's physical appearance, such as loss or gain of weight, since the signing of the Individual Artist's Contract.

#### ARTICLE XIX ADVANCE NOTIFICATION TO SOLO ARTISTS

COMPANY shall notify ARTIST of the basic aspects pertinent to the role/roles including language, translation, version, cuts, interpolations, dialogue additions and/or deletions and cadenzas of each opera assigned at the time the Individual Artist's Contract is signed, or if not yet known, the COMPANY shall provide the ARTIST with all information at least six (6) weeks prior to the first rehearsal of said opera. This shall

not apply to newly composed works.

ARTICLE XX  
MINIMUM PERFORMANCE AND REHEARSAL COMPENSATION AND  
PROVISIONS - PERFORMING PRINCIPAL ARTISTS

Section 1. PER PERFORMANCE

(a) The minimum compensation of ARTISTS engaged hereunder on a per-performance basis shall be based upon the classification of roles, as agreed upon by the COMPANY and AGMA and attached hereto as EXHIBIT "C", and shall be at no less than the minimum compensation specified in the Compensation Schedule of this Agreement.

(b) PRINCIPALS engaged by the COMPANY on a per-performance basis shall be compensated for all rehearsals at the Hourly Rehearsal rate or the Overtime rate, if applicable, specified in the Compensation Schedule of this Agreement.

Section 2. WEEKLY PERFORMANCE

(a) The minimum compensation of ARTIST engaged on a weekly basis shall be as specified in the Compensation Schedule of this Agreement. For the purposes of the above rates, three performances shall constitute a week for Leading Roles; four performances shall constitute a week for Featured Roles; six performances shall constitute a week for Supporting Roles and Solo Bit Roles; and seven performances shall constitute a week for Choreographers, Ballet Masters and Solo Dancers.

(b) The minimum compensation of ARTISTS engaged on a weekly basis shall be provided in the individual contracts between PRINCIPAL and the COMPANY shall be governed by the majority of the roles for which the PRINCIPAL is engaged, as set forth in the individual contract between the PRINCIPAL and the COMPANY. Where the majority of the roles for which a PRINCIPAL is engaged are "leading roles", the minimum compensation which he/she shall receive shall be the minimum set forth herein for leading singers, irrespective of the roles actually sung by the PRINCIPAL in any week or weeks. In the case of engagement on a weekly basis where the contract between the PRINCIPAL and the COMPANY shall provide for compensation to the PRINCIPAL in a lesser amount than the amount set forth in this Agreement as the minimum compensation for leading singers and the majority of the roles sung by such PRINCIPAL in any week shall be leading roles (according to the classification mentioned above), then for such week the PRINCIPAL shall receive the minimum compensation for leading singers as set forth in this Agreement in lieu of the compensation provided for in his/her individual contract. Leading and featured roles

shall be deemed leading roles for the purposes of this paragraph.

(c) The COMPANY may engage a non-resident ARTIST under the weekly performance rates of this Basic Agreement, only if it guarantees the ARTIST at least (2) weeks of consecutive engagement at no less than the minimum performance salary, as listed in this Agreement.

### Section 3. REHEARSAL PROVISIONS

(a) General Provisions

(1) Per Performance and Weekly PRINCIPAL ARTISTS shall receive compensation for all rehearsals which occur during performance weeks.

(2) PRINCIPAL ARTISTS may not rehearse more than thirty (30) hours per week or more than six (6) hours per day during a six (6) day rehearsal week. Two (2) productions presented within each contract year may be scheduled with a maximum weekly total of 36 hours without overtime compensation. Provided that PRINCIPAL ARTIST does not rehearse more than the total number of hours per day or per week set forth above in this paragraph, PRINCIPAL ARTIST's overscale payments may be credited toward PRINCIPAL ARTIST's hourly rehearsal rate compensation for such rehearsal time. If the maximum weekly or daily hourly limitations of rehearsal are exceeded, the PRINCIPAL ARTIST shall be compensated for overtime as specified in the Compensation Schedule of this Agreement. Such overtime compensation shall be computed in quarter (1/4) hour segments and may not be credited against PRINCIPAL ARTIST's overscale.

(3) No rehearsals shall end later than 11:30 p.m., except dress rehearsals, which may last until 12:30 a.m.

(4) The call for a dress rehearsal shall start one-half (1/2) hour prior to the call to report on stage and shall be included in computing the total hours of rehearsal permitted hereunder. In addition, one-half (1/2) hour following dismissal from the stage for the removal of costumes and make-up shall be computed as part of the compensated hours of rehearsal.

(5) No rehearsal shall be scheduled sooner than twelve (12) hours following the end of the preceding rehearsal. Should PRINCIPAL be required to work during the twelve (12)-hour gap, the PRINCIPAL shall be compensated for overtime at the overtime rate specified in the Compensation Schedule of this Agreement for each quarter (1/4) hour segment and such compensation may not be credited against PRINCIPAL ARTIST's overscale.

(6) No rehearsals shall be scheduled within two (2) hours of any performance, except in emergency cases, on the day in which such PRINCIPAL is

required to perform. In such instance, PRINCIPAL shall be compensated at the overtime rate specified in the Compensation Schedule of this Agreement for each quarter (1/4) hour segment and such compensation may not be credited against PRINCIPAL ARTIST's overscale.

(7) No rehearsal shall be scheduled before 10:00 a.m. Should PRINCIPAL be required to rehearse prior to 10:00 a.m., the PRINCIPAL shall be compensated for overtime at the hourly overtime rate specified in the Compensation Schedule of this Agreement payable in quarter (1/4) hour segments and such compensation may not be credited against PRINCIPAL ARTIST's overscale.

(8) ARTISTS singing Leading and Featured roles shall not be called for any rehearsal on a performance day except in emergency cases, as specified and compensated in Section 3.A. (6) above.

(b) Per Diem

Full per diem payments for each ARTIST shall be made in addition to his/her compensation when the ARTIST is required to rehearse or perform beyond the radius of the ARTIST's domicile and is required to remain overnight. In the case where COMPANY provides ARTISTS, including Stage Directors, Stage Managers, and their Assistants, apartment housing with kitchen facilities, it is agreed that COMPANY will compensate each said ARTIST the amount of the Per Diem with Apartment and Kitchen, as specified in the Compensation Schedule of this Agreement.

(c) Free Day

Each PRINCIPAL shall receive one (1) free day during each week during which there shall be no work whatever. Work on this free day shall only be scheduled in cases of emergency; if such work is scheduled on this free day, the PRINCIPAL shall be compensated at the hourly overtime rate specified in the Compensation Schedule of this Agreement on an hourly basis. Such free day compensation may not be credited against PRINCIPAL ARTIST's overscale.

ARTICLE XXI  
EXTRA PERFORMANCES AND SERVICES

Section 1. If any ARTIST engaged on a weekly basis shall be required to take part in a greater number of performances in any one week than is provided for herein, or if any Leading or Featured ARTIST is required to take part in two (2) performances in any one (1) day, such ARTIST shall be paid no less than an additional compensation based upon a pro-rata of his contractual compensation (exclusive of per diem) for each such additional performance.

Section 2. Any ARTIST who performs the services of Singer and one of the

following in the same opera production shall be compensated for such engagement by two distinct fees, in the appropriate category: Stage Director, Stage Manager, Assistant Stage Director and Assistant Stage Manager.

Section 3. Two (2) productions presented within each contract year may be scheduled with a maximum weekly total of 36 hours without overtime compensation. If the maximum weekly total is exceeded, the PRINCIPAL shall be compensated at the overtime rate per hour specified in Article XX of this Agreement. For all other productions within each contract year, a maximum weekly total of thirty (30) rehearsal hours may be scheduled without overtime compensation.

## ARTICLE XXII

### STAGE DIRECTORS, STAGE MANAGERS AND THEIR ASSISTANTS

#### Section 1. STAGE DIRECTORS

(a) The minimum compensation of STAGE DIRECTORS shall be on a weekly basis, as outlined in the Compensation Schedule of this Agreement.

(b) Per diem payments shall be made as outlined in the Compensation Schedule of this Agreement when the STAGE DIRECTOR is working beyond a seventy-five (75) mile radius of the individual's domicile.

In the case where Opera Pacific provides artists, Stage Directors, and their Assistants, and Stage Managers and their Assistants, apartment housing with kitchen facilities, it is agreed that Opera Pacific will compensate said Artists 50% stated per diem referred to with hotel housing.

(c) In recognition of the unique nature of the positions, STAGE DIRECTORS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement so long as they do not work more than sixty hours per week or ten hours per day. This is not to relinquish the STAGE DIRECTORS' rights with regard to the provisions of this Agreement covering Health Contributions, Arbitration and Force Majeure.

#### Section 2. STAGE MANAGERS

(a) STAGE MANAGERS and their Assistants are those persons hired by the COMPANY to be responsible for the coordination and operation of rehearsals and performances as directed by the COMPANY. Further, the Stage Manager will be responsible for "calling" those rehearsals and performances on the stage in the theater.

(b) The minimum compensation of STAGE MANAGERS shall be on a weekly basis as outline in the Compensation Schedule of this Agreement.

(c) Per diem payments shall be made as outline in the Compensation

Schedule of this Agreement when the STAGE MANAGER is working beyond a seventy-five (75) mile radius of the individual's domicile.

In the case where COMPANY provides artists, Stage Directors, and their Assistants, and Stage Managers and their Assistants, apartment housing with kitchen facilities, it is agreed that COMPANY will compensate said artists 50% stated per diem referred to with hotel housing.

(d) In recognition of the unique nature of the positions, STAGE MANAGERS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement so long as they do not work more than sixty hours per week or ten hours per day. This is not to relinquish the STAGE MANAGERS' rights with regards to the provisions of this Agreement covering Arbitration and Force Majeure.

Section 3. ASSISTANT STAGE DIRECTORS AND ASSISTANT STAGE MANAGERS

(a.) The minimum compensation of ASSISTANT STAGE MANAGERS and ASSISTANT STAGE DIRECTORS shall be on a weekly basis made as outline in the Compensation Schedule of this Agreement

In the case where COMPANY provides artists, Stage Directors, and their Assistants, and Stage Managers and their Assistants, apartment housing with kitchen facilities, it is agreed that COMPANY will compensate said artists 50% slated per diem referred to with hotel housing. Per diem payments shall be made in instances when the ASD or ASM is working beyond a seventy-five (75) miles radius of the individual's domicile.

(b.) Rehearsal week for ASSISTANT STAGE DIRECTORS and ASSISTANT STAGE MANAGERS shall be defined as six (6) days prior to the first performance or seven (7) days including one (1) free day on which no rehearsal may be scheduled.

(c.) Rehearsal week shall consist of sixty (60) hours. In any week in which the sixty hours is exceeded, the individual shall be paid an additional fee of one-sixth (1/6) of his or her contractual fee. Such additional fee shall not be credited against overscale payments to the ARTIST.

(d.) ASSISTANT STAGE DIRECTORS AND ASSISTANT STAGE MANAGERS shall not be required to work more than ten (10) hours in each day without an additional overtime fee outline in the Compensation Schedule of this Agreement. Such overtime compensation shall be computed in quarter (1/4) hour segments and shall not be credited against overscale payments to the ARTIST.

(e.) No rehearsal or performance shall be scheduled sooner than eight (8)



hours following the end of the preceding day's rehearsal or performance. Any infringement of this eight (8) hour gap shall be compensated at the same rate as section (d.) above. Such overtime compensation shall be computed in quarter (1/4) hour segments.

(f.) ASSISTANT STAGE DIRECTORS AND ASSISTANT STAGE MANAGERS are entitled to a minimum of one hour meal break between the morning and afternoon rehearsal, and between the afternoon and evening rehearsal which is not included in the 10 hours per day mentioned above. This shall also apply to performances.

(g.) Performance weeks for ASSISTANT STAGE DIRECTORS and ASSISTANT STAGE MANAGERS shall consist of seven (7) performances or services and one (1) free day per week. Performances, Dress Rehearsals, and Technical Rehearsals shall all count as services. In computing overtime hours these services shall count as not less than four (4) hours each.

(h.) ASSISTANT STAGE DIRECTORS and ASSISTANT STAGE MANAGERS shall not be required to perform as a singer or supernumerary, except in cases of emergency, in which case he/she shall be paid no less than the minimum performance fee of the performer he/she is replacing for each such performance in addition to his own weekly compensation. Such performance fee shall not be credited against overscale payments to the ARTIST.

### ARTICLE XXIII CHORISTERS AND DANCERS

#### Section 1. CHORISTERS AND DANCERS COVERED

This section applies to all Choristers who perform as the Opera Pacific Chorus (with the exception of an auxiliary chorus and/or children's chorus) and to all dancers who perform with the company. AGMA and COMPANY agree that operas which require an exceptionally large chorus or a children's chorus may use an adult auxiliary chorus and/or children's chorus in addition to the Opera Pacific Chorus. Such auxiliary chorus is not intended to replace the Opera Pacific Chorus, but to augment the Opera Pacific Chorus as deemed necessary by COMPANY. Any auxiliary chorus and/or children's chorus shall not be referred to or credited as the Opera Pacific Chorus. AGMA and COMPANY agree that the auxiliary chorus and/or children's chorus will not fall within the purview of this Agreement.

In addition, this section applies to all Dancers who perform as Corps Dancers with the COMPANY.

#### Section 2. DEFINITION OF CHORISTERS AND DANCERS

(a.) A Chorister is required to perform singing, acting and movement duties. The singing duties are indicated in the score. The acting and movement duties are the artistic prerogative of the stage director, movement coach, fight master or choreographer assembled to create the physical production.

(b.) Only an individual hired as a dancer may be called upon to perform specialized dance choreography, feats requiring specific dance training or skills (e.g., lifts, etc.), or choreographed movement that customarily requires professional movement training, expertise, and experience. COMPANY agrees to engage professional dancers in accordance with the terms and conditions set forth in this Master Agreement when artistic decisions require any of the foregoing.

(c.) CHORISTERS who are required to perform featured and/or solo choreography which is separate from choreography given to the majority of CHORISTERS in a scene, and specifically set on them and rehearsed by a choreographer, shall be paid the additional compensation per performance at the Chorus Bit rate as listed in the Compensation Schedule of this Agreement, in addition to the otherwise applicable performance fee

Section 3. USE OF NON-PROFESSIONAL CHORISTERS AND DANCERS

Non-professional Choristers (non-AGMA members) may be used in a production provided at least fifty-two (52) Choristers shall be engaged for that production on AGMA contracts under this Agreement.

Non-professional Dancers (non-AGMA members) may be used in a production provided at least twenty (20) Dancers shall be engaged for that production on AGMA contracts under this Agreement.

Section 4. RE-ENGAGEMENT OF CHORISTERS

COMPANY agrees to give first consideration for employment to Choristers who have been contracted in preceding seasons. Initial offers to choristers on a per-opera and per-season cumulative basis shall be made to the following percentage of Level A Choristers who have performed no fewer than eight (8) productions as Chorister (as defined in Section 22 herein) under an AGMA contract during any prior seasons, provided a sufficient number of such Choristers have auditioned:

For productions to be performed on or after:

<u>9/1/97</u>	<u>9/1/98</u>	<u>9/1/99</u>
50%	65%	75%

If an insufficient number of Level A Choristers have auditioned, AGMA shall be advised thereof in writing, and COMPANY may then offer to other persons the Chorister positions which have not been filled by such Level A Choristers. COMPANY shall not, under any circumstances, substitute any other Chorister for a Level A Chorister for economic reasons.

Should Chorister claim that work with other companies should be credited towards that Chorister's Level A status, COMPANY may ask Chorister for corroboration.

#### Section 5. SCHEDULES AND AUDITIONS

COMPANY will observe the following schedule each year with regards to auditions, notifications, and contracts:

(a.) On or before May 1 of each year, COMPANY will

(1) Notify any Chorister it wishes to audition prior to being offered re-engagement for the following season;

(2) Post a list of available solo bit and chorus bit roles for the ensuing season (it is understood that the repertory may change after this initial posting).

(b.) On or before June 1 of each year, COMPANY will hold Chorus Auditions. At said auditions a chorus information sheet, developed jointly by COMPANY and AGMA, shall be made available as a handout at auditions. The information sheet shall contain the compensation rates and descriptions, and shall notify auditioners that wages, terms and conditions of employment are governed by a collective bargaining agreement between Opera Pacific and the American Guild of Musical Artists. It shall also provide the name and telephone number of the AGMA Area Representative, the Chorus Delegate, and the telephone number of the AGMA national office. A preliminary schedule of services for each opera, including at least the first musical rehearsal, first staging rehearsal, and every performance shall be distributed at Chorus auditions.

(c.) On or before July 1 of each year a "contract" rehearsal schedule for each opera, including tentative dates and beginning and ending times for each rehearsal and performance, shall be distributed to each Chorister along with the contract of employment. This schedule will clearly state that it is a tentative schedule and is subject to change. If at this time Chorister has any schedule conflicts, he/she should notify COMPANY before signing the contract. Such conflict must be approved by COMPANY and indicated on the Individual Artist Contract./

(d.) On or before August 1 of each year, contracts shall be returned by Choristers to COMPANY. COMPANY shall be free to offer engagements to other Choristers in lieu of Choristers who have not returned contracts; such offers shall not

be subject to the requirements of Article XXIII, Section 4.

(e.) The AGMA delegate, or an alternate selected by the delegate, may attend and hear any or all Chorister auditions. All engagement decisions remain with COMPANY.

(f.) COMPANY shall provide AGMA with written notice of Dancer auditions no less than fourteen (14) days prior to the commencement of the auditions.

#### Section 6. SCORES AND MEMORIZATION

(a.) COMPANY agrees to schedule sufficient music rehearsal time to prepare the chorus. COMPANY shall provide enough hours of music rehearsal for each production so that at least fifty percent (50) of the Choristers in that production can learn and memorize his/her music with no private study.

(b.) COMPANY shall distribute or mail, at no charge to the Chorister, the choral score for the contracted production and advise each chorister of his/her vocal assignment and appropriate cuts to the musical score. COMPANY will distribute scores no later than three (3) weeks prior to the first music rehearsal of each production.

(c.) It is the responsibility of the Chorister to become familiar with the score before the first musical rehearsal.

(d.) Choristers' music and libretto for each production shall be memorized by the last musical rehearsal conducted by the chorus master prior to the first staging rehearsal of that production. COMPANY may give to any chorister not prepared as stated above a written warning prior to the next rehearsal. The COMPANY shall give the AGMA delegate a copy of any such warning. No sooner than two (2) days after such written warning, COMPANY may require an audition on the material for which the Chorister is responsible. COMPANY must require an audition on the material for which the Chorister is responsible prior to dismissal of said Chorister. The COMPANY shall invite the AGMA delegate to any such audition. If the audition shows the Chorister to be still unprepared, COMPANY shall be entitled to dismiss said Chorister from the production with notification to AGMA. Application of this provision shall be uniformly applied to all Choristers in like circumstances.

(e.) If a Chorister fails to return a score in good condition on or before the day of the final performance of the production, as directed by management, COMPANY shall be entitled to deduct the replacement cost of the score from the Chorister's final paycheck for that production.

#### Section 7. TENURE

(a.) A Chorister becomes eligible for tenure status when he/she has performed in twenty-five (25) mainstage productions. Productions at the Barclay Theatre count towards this number.

(b.) It is the obligation of each Chorister who is eligible to notify COMPANY of his/her desire to be granted tenure. Such notification shall be written and shall list the qualifying productions. COMPANY shall respond to this request within 30 days; if COMPANY does not respond, it will be equivalent to granting tenure. COMPANY may deny tenure; if this occurs, Chorister may re-apply after one year. Should COMPANY wish to deny tenure upon such re-application, the appeal process may be invoked by the Chorister.

(c.) COMPANY shall offer each tenured Chorister at least 75% of each season's OCPAC productions, or if there are only three productions in a season containing chorus, at least two of those productions. Tenure applications received no later than May 1 of each year shall, upon granting of tenure, apply to the following season and all seasons beyond. If a tenured Chorister rejects four consecutive contract offers, COMPANY may revoke his/her tenured status. However, a tenured Chorister may request a leave of absence of up to one season, which may be granted at COMPANY's discretion, without losing tenured status. COMPANY may reduce the number of offers in a season to a tenured Chorister due to costume restrictions; any such production shall not count as a rejection of a contract offer.

(d.) If a Chorister's second application for tenure is denied, or if COMPANY deems that a tenured Chorister can no longer fulfill his/her artistic responsibilities, said Chorister may request, in writing, an appeal. Upon such request, but no sooner than 30 days, an appeal audition will take place, consisting of repertoire from the current season's operas, plus other other repertoire as offered by the Chorister. Up to four other tenured choristers shall attend said audition along with representatives of the COMPANY. This body may also request testimony from production staff and/or artists regarding the Chorister's abilities in staging and memorization. The appeal shall be voted upon by secret ballot, with each Chorister having one vote, and COMPANY having five votes. A simple majority will decide.

#### Section 8. CHANGE OF SCHEDULE

Changes to the aforesaid contract schedule may be made, provided that each affected Chorister or Dancer is notified not later than twenty-four (24) hours prior to the earlier of the time added or the time canceled, and further provided that all hours shown on said schedule, plus any additional hours actually worked, must be paid to each affected Chorister and Dancer. Any Chorister or Dancer who has a previous engagement which conflicts with service time which is added to or changed from the contract schedule may be absent therefrom without penalty.

COMPANY may cancel, without payment to an affected Chorister or Dancer no more than one (1) musical rehearsal and/or one (1) staging rehearsal per

production, provided that each affected Chorister or Dancer is notified not later than twenty-four (24) hours prior to the beginning of the musical rehearsal and/or staging rehearsal which Company intends to cancel.

Section 9. HOLIDAYS

(a.) No rehearsal or performance shall take place on December 24, or December 31, after 6:00 PM. No rehearsal or performance shall take place on December 25 or January 1. The COMPANY has no plans at this time to perform on the above dates and agrees to consult with AGMA prior to considering a performance on any of the above dates.

(b.) COMPANY will make strenuous best efforts to avoid scheduling rehearsals and/or performances on the following holidays: Good Friday, Easter Sunday, Passover Eve, (after 4:30 PM), Memorial Day, July Fourth, Labor Day, Rosh Hashanah Eve (after 4:30 PM), Rosh Hashanah Day (before 3:00 PM), Yom Kippur Eve (after 4:30 PM), Yom Kippur Day, and Thanksgiving Day. On or before November 15 of each year, the AGMA delegate will discuss the production schedule for the following season with a representative of the COMPANY in an effort to accomplish this goal.

(c.) When a member of the chorus or a Dancer observes religious holidays, such holidays shall be deemed to be a personal engagement and said Chorister or Dancer shall notify the COMPANY of these engagements at the time of the engagement offers.

Section 10. REHEARSAL RESTRICTIONS

(a.) The COMPANY may not schedule any rehearsals during the following times/days:

(1) For per-performance or hourly Choristers or Dancers:

(A) Rehearsals prior to 6:30 p.m., Monday through Friday

(B) Rehearsals prior to 10:00 a.m. on Saturday or 1:00 p.m. on Sunday. Any Chorister who cannot arrive before 1:30 p.m. on a Sunday will nevertheless be paid for the first half-hour of a Sunday rehearsal scheduled to begin at 1:00 p.m.

(C) During the twelve (12) hour interval overnight following the end of a rehearsal or a performance.

(2) For Weekly Choristers or Dancers:

(A) Rehearsals prior to 10:00 a.m. on Monday through

Saturday or 1:00 PM on Sunday.

(B) During the twelve (12) hour interval overnight following the end of a rehearsal or a performance.

(b.) Company shall not schedule or hold any rehearsal less than two (2) hours prior to a performance (90 minutes when COMPANY provides a meal), during a performance, or within two (2) hours after the end of a performance (90 minutes when COMPANY provides a meal), except that rehearsal is permitted during a performance for the work being performed as long as Chorister(s) have received adequate break time. When a last-minute substitution for an ARTIST is necessary, Chorister may be called to the stage to review necessary changes provided this does not interfere with the guaranteed half-hour to dress. This review period may not exceed fifteen (15) minutes.

(c.) COMPANY shall exercise its best efforts not to schedule Thursday evening music rehearsals.

11. REHEARSAL OVERTIME

Overtime shall be paid at 1.5 times regular rehearsal rates in quarter (1/4) hour increments. Overtime shall be defined as rehearsal time in excess of six (6) hours per day or thirty (30) hours per week (Monday through Sunday), or after 11:00 p.m. for rehearsal room and 12:00 midnight for on-stage rehearsals (overtime does not compound). Notwithstanding the above, for weekly ARTISTS COMPANY may schedule, for two (2) productions within each contract year, a maximum weekly total of thirty-six (36) hours per production without overtime compensation. COMPANY shall attempt to give as much notice as possible for the scheduling of overtime, and Choristers and Dancers shall exercise their best efforts to be available for overtime.

12. REQUESTS FOR RELEASE

Any Chorister or Dancer who finds it necessary to request a release from a previously scheduled rehearsal shall submit the request in writing to the Senior Stage Manager no less than two (2) weeks in advance, whenever possible. The COMPANY, within seventy-two (72) hours, shall respond in writing. Requests relating to serious personal need shall not be unreasonably denied.

13. MINIMUM CALL

The minimum call for any musical rehearsal shall be two (2) hours, and the minimum call for any staging rehearsal shall be three (3) hours. Rehearsal time for Chorister and Dancers will be compensated in quarter (1/4) hour segments beyond the minimum call.

14. REHEARSAL PROVISIONS

(a.) COMPANY agrees to provide Chorus and/or its AGMA representatives with space for meetings, provided, however, that such meetings shall not occur on Company time.

(b.) COMPANY shall provide one (1) chair for each Chorister for any music rehearsal time lasting longer than twenty (20) minutes. COMPANY shall make best efforts to provide one (1) chair per Chorister or Dancer at staging rehearsals. COMPANY will make available one (1) music stand per Chorister for each production's music rehearsals.

15. REST PERIODS

Choristers and Dancers shall be entitled to rest periods accumulated at a rate of not less than seven and one-half (7 ½) minutes per hour of rehearsal time, prorated for any additional fractional hour. However, Choristers and Dancers shall in no case rehearse longer than ninety (90) consecutive minutes without a break. It is understood that on-stage rehearsal breaks may be accumulated and may be given at the appropriate intermission segment.

16. COSTUME FITTINGS

Any call for costume fittings, whether in the theater or away from the theater, shall be compensated as one (1) hour of rehearsal time, or the actual period required, whichever is greater, unless incorporated as part of a music or staging rehearsal. It is agreed that all Choristers and Dancers who are new to the COMPANY shall have one costume measurement fitting given by COMPANY staff of up to twenty (20) minutes without additional pay at a time not to interfere with an ARTIST's other employment.

Section 17. COSTUME/DRESSING

Thirty (30) minutes before and fifteen (15) minutes following dismissal from rehearsals with costume and/or makeup shall be included when computing rehearsal time. Chorister and Dancer shall be guaranteed an uninterrupted one-half (½) hour uninterrupted for dressing and makeup before his/her first call to "Places" for performances and rehearsals with costumes and/or makeup.

18. EARLY MAKE-UP CALLS

Early calls for makeup shall be compensated in quarter (1/4) hour segments at Chorister's or Dancer's regular hourly rate from the time of call up to one-half (½) hour before his/her first call to "Places."



Section 19. WARM-UPS

A period for warm-up and/or notes of up to fifteen (15) minutes may be included in all performance rates and will not be compensated. Warm-ups shall not occur during the Chorister's guaranteed uninterrupted one-half (1/2) hour for dressing and makeup before his/her first call to places.

20. MAKE-UP, WIGS AND HAIR

(a.) Makeup, wigs, hairpieces and accessories will be provided by COMPANY. COMPANY will supply each Chorister and Dancer an individual makeup kit comprised of the make-up supplies and applicators necessary to accomplish the makeup as designed for the production. The makeup kit is the sole property of the COMPANY and will be returned to COMPANY at the conclusion of the final performance with all remaining supplies and applicators. Failure to return this kit will warrant a deduction of its replacement value from Chorister's final paycheck.

(b.) COMPANY will post makeup guidance in chorus and dancer dressing rooms. Choristers and Dancers will conform to the wig and makeup design as specified by the wig and makeup designer. COMPANY may require Choristers or Dancers to attend a demonstration of special makeup requirements.

(c.) COMPANY shall make best efforts to notify Choristers and Dancers of facial hair requirements four (4) weeks before the first performance of each production.

Section 21. SEASON REVIEW

At the request of AGMA or the COMPANY after the end of each season, representatives of COMPANY including, but not limited to, the director of production, production manager, music administrator, and chorus master will meet with the AGMA delegate(s) and at least two (2), but not more than four (4), members of the past season's standard chorus designated by AGMA, to discuss the season and to exchange ideas for improving future seasons. This group will review any safety concerns raised or disciplinary actions taken during the season.

Section 22. COMPENSATION

This section applies to all Choristers who perform as the Opera Pacific Chorus (with the exception of an auxiliary chorus and/or children's chorus) and to all Dancers who perform with COMPANY.

Choristers and dancers shall be employed on a per-performance basis, under the terms and conditions set forth herein and compensated at no less than the minimum compensation specified in the Compensation Schedule of this Agreement.

Level A: Eight (8) or more staged productions under an AGMA Chorister or Dancer Contract with any Level 1 Opera Company (as defined by Opera America)

Level B: Seven (7) or fewer staged productions under an AGMA Chorister or Dancer Contract

COMPANY shall have discretion to pay a Chorister or Dancer at a higher rate if it chooses. The COMPANY acknowledges the right of Choristers or Dancers to negotiate better terms and conditions than those in this Agreement.

Should Chorister claim that work with other companies should be credited towards that Chorister's Level A status, COMPANY may ask Chorister for corroboration.

23. CHORUS BIT ROLE, MUTE BIT ROLES AND SUPERNUMERARY

Chorus Bit or mute bit shall be paid at the rate set forth in the Compensation Schedule of this Agreement per performance in addition to the Chorister or Dancer regular performance fees. Featured Supernumerary shall be paid at the rate set forth in the Compensation Schedule of the Agreement per performance in addition to the Chorister or Dancer regular performance fees.

(a.) Chorus bit is defined as any performance in which such Chorister does any of the following:

(i.) Sings a chorus bit as listed in AGMA's Schedule C - Classification of Roles;

(ii.) Sings up to six (6) solo bars (more than six (6) bars shall either be a solo bit or higher a role);

(iii.) Performs dialogue or a scream; or

(iv.) Plays a musical instrument.

(b.) A mute bit role is defined as a non-vocal role involving a distinct identity for a duration of five or more minutes.

(c.) A featured Supernumerary shall be defined as an assignment requiring any of the following:

(i.) Substantial specialized stage business which clearly separates

the individual(s) from the majority of CHORISTERS.

(ii.) Any unusual talent or skill (e.g., juggling, acrobatics, choreographed sword-fighting).

(iii.) Rehearsal time scheduled separately from regular chorus rehearsal for the specific purpose of rehearsing the featured Supernumerary business.

(iv.) Appearance on stage for a substantial time without the majority of his/her vocal section.

(v.) When AGMA believes that any CHORISTER is performing duties more extensive than those typical of a featured Supernumerary, or generally comparable to those of Mute Roles designated in opera scores, COMPANY agrees to meet and confer with AGMA to determine whether the Mute Role fee should be paid.

(d.) No Chorister shall be required to lift or move heavy objects. Such actions may be performed on a voluntary basis only.

#### 24. DUAL ASSIGNMENTS

(a.)

(i.) A Chorister who sings a Solo Bit role while appearing as a Chorister in the same production shall receive a per-performance fee totaling one hundred percent (100%) of the applicable Chorister compensation plus fifty percent (50%) of the minimum compensation set forth in the Agreement for Solo Bit roles. In such case, rehearsal compensation will be at the prevailing chorus rate.

(ii.) A Chorister who sings a Supporting, Featured, or Leading role while appearing as a Chorister in the same production shall receive a per-performance fee totaling one hundred percent (100%) of the applicable Chorister compensation plus one hundred percent (100%) of the minimum compensation set forth in the Agreement for the applicable role. In such case, rehearsal compensation will be at the prevailing principal rehearsal rate for each rehearsal in which any part of the principal role is rehearsed.

(b.) Any Chorister engaged as a Dancer or for any other non-singing Principal role/assignment covered by this Agreement (other than Solo Bit roles) while appearing as a Chorister in the same production shall receive, in addition to the applicable Chorister compensation, no less than the minimum compensation specified in this Agreement for such work.

#### Section 25 LATENESS

Lateness to rehearsals shall be calculated in quarter-hour (1/4) increments.

and compensation will be adjusted accordingly.

Section 26            PROGRESSIVE DISCIPLINE

Excessive tardiness and talking in rehearsal and/or performances and unexcused absences may result in progressive discipline, including written warnings, and may lead to dismissal for cause.

27.    CREDIT

COMPANY will assure that any Opera Pacific production covered by this Agreement involving chorus which is broadcast or telecast will give credit to "Members of the Opera Pacific Chorus" and Dancers shall receive similar credit. Chorus and Dancer credits will appear in the printed program listing each Chorister or Dancer by name and voice type provided Chorister's or Dancer's identity is known prior to the program deadline.

28.    PARKING

COMPANY shall provide free parking for Choristers and Dancers during all services, including auditions and required measurements for costuming. Such parking shall be located as close to the ARTIST's entrance to the service location as is possible under current circumstances.

ARTICLE XXIV  
RESIDENT ARTISTS

Section 1.    Resident Artists are artists employed by the COMPANY in a training and performance program to their mutual benefit. Resident Artists receive a weekly stipend of no less than \$700.00, in addition to voice lessons, coachings, dramatic, language and movement instruction at COMPANY's expense. A portion of the Resident Artist program includes participation in the company's subscription season productions. Resident Artists who perform in these productions are working within the jurisdiction of AGMA, and AGMA agrees to their employment according to the rates and conditions as set forth in the following sections of this Article.

Section 2.    Resident Artists shall not be assigned as Choristers.

Section 3.    For each AGMA role performed, Resident Artist will be credited with the amount specified as minimum payment for that role. Should the total of these credits for a Resident Artist for any season be more than the total of all weekly payments for that season, COMPANY will pay Resident Artist the difference.

Section 4.    AGMA acknowledges that Resident Artists enrolled in the

COMPANY's professional training program receive a weekly stipend. In recognition of this, AGMA agrees to waive the per-diem provisions. It is understood that the COMPANY has no obligation to provide housing for Resident Artists.

ARTICLE XXV  
CLEANLINESS AND FURNISHING OF COSTUMES - ALL ARTISTS

Section 1. The COMPANY agrees to supply each ARTIST with all costumes and shoes (except ordinary street shoes) and all special accessories required for his performance.

Section 2. The beginning of each production, the COMPANY will assure that all costumes to be used by the ARTISTS have been cleaned.

Section 3. Tights, stockings and leotards to be used in performance shall be washed prior to each rehearsal or performance, unless such items have been worn by the same ARTIST no more than once before in the same production.

Section 4. The responsibility for the care of any costume or accessory while it is being worn by the ARTIST shall be upon the ARTIST, provided that the terms of this paragraph have been complied with by the COMPANY.

Section 5. The COMPANY shall clean all garments worn next to the body prior to their use by an ARTIST, except if such costume has been used by the same ARTIST no more than once before in the same production.

ARTICLE XXVI  
HEALTH AND SAFETY

Section 1. No AGMA member shall be asked or required to perform any activity which will endanger his/her safety or health. Furthermore, COMPANY will provide reasonable safeguards (guard rails, luminous paint/tape, uniform stairs, etc.) and sanitary work conditions.

Section 2. COMPANY will notify AGMA two (2) weeks prior to using any smoke or fog devices. COMPANY assures that all smoke and fog agents and devices used are water-based and free of contamination.

ARTICLE XXVII  
FILMING, BROADCASTING, TELEVISION, ETC.

Section 1. The COMPANY agrees that it will not film, tape, make video and/or audio cassettes, broadcast, record or televise from the stage or any studio or otherwise.

any rehearsals and/or performances in which the ARTIST appears, by wire, wireless, radio, telephone, wireless process, television, motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed, or any combination of such devices; AGMA, however, shall consider a request by the COMPANY for a waiver of the foregoing provision, and the granting of such a waiver shall be at the absolute discretion of AGMA and upon such terms and conditions as are determined by AGMA.

Section 2. AGMA will permit the COMPANY to make audio and video tapes which are marked and restricted for archival and study purposes and/or grant requests for the exclusive use of the opera company for restaging and remounting productions and/or receiving grant monies. Should there be any release, distribution, sale or any other usage made of these "study" or "archival" tapes or grant request tapes, the COMPANY agrees to compensate all ARTISTS the appropriate prevailing compensation.

Section 3. AGMA will permit a maximum of three (3) minutes of live video or audio tape to be used for radio and video news or magazine programs for publicity purposes. This is restricted to NEWS broadcast only. If an ARTIST is invited to appear as a guest ARTIST on a "talk show" or the like, the ARTIST may utilize a (3 minute) insert where he or she is predominant for promotional and publicity purposes. Under no circumstances may these inserts be utilized for commercial advertising of the opera company on television or radio stations.

Section 4. Although it is understood that there are taped performances of Opera Pacific productions used strictly for promotional purposes in radio broadcasts, AGMA and COMPANY agree to "favored nation" status with Local 7, A.F.of M. concerning any potential remuneration for using such taped performances for the term of this agreement.

#### ARTICLE XXVIII HOTEL RESERVATIONS

The COMPANY shall be responsible for securing hotel reservations and shall furnish all ARTISTS a list of accommodations at different price ranges. Two (2) weeks prior to the first (1st) week of rehearsals or performance, whichever is earlier, the advance agent or company manager will submit to all ARTISTS of the company a list of available accommodations at the various price ranges. Within one (1) week thereafter, the ARTIST shall indicate his/her acceptance or his/her preference to arrange for accommodations. Unless the ARTIST notifies the company manager of his/her acceptance of such accommodations and the associated financial liabilities, the COMPANY shall be relieved of further responsibility. If the ARTIST complied with this requirement and does not receive accommodations upon arrival, he shall not be required to rehearse or perform until such accommodations are forthcoming. However should circumstances beyond the control of the COMPANY (such as hotel confirming a reservation and its not being available upon arrival of the ARTIST) make it

impossible for the COMPANY to provide such accommodations, the ARTIST shall not avail himself of such right.

ARTICLE XXIX  
ARBITRATION

Section 1. Every contract entered into between the COMPANY and any ARTIST during the term of this Agreement shall be deemed to contain the following provision:

"Any controversy or claim arising out of the breach or interpretation of the Basic Agreement or the Individual Artist's Contract shall be settled by arbitration in accordance with the rules then obtaining, of the American Arbitration Association. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by it. Within three (3) days after such demand, the other party shall name its arbitrator, or in default of such appointment, such arbitrator shall be named forthwith by the American Arbitration Association. The two (2) arbitrators appointed shall select a third (3rd) within a period of five (5) days from a panel submitted to them by the American Arbitration Association and, in lieu of their agreement upon such third (3rd) arbitrator, he shall be appointed by the American Arbitration Association. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be within seven (7) days after the close of the submission of evidence. An award agreed by a majority of the arbitrators so appointed shall be binding upon both parties and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction".

Section 2. All arbitrations between the COMPANY and any ARTIST and/or between the COMPANY and AGMA shall take place in Orange County, California.

ARTICLE XXX  
FORCE MAJEURE

It is agreed that if the COMPANY cannot perform or rehearse because of fire, accident, strikes, riot, acts of God, war, acts of terrorism, the public enemy, or if the local police or fire authorities evacuate the premises, or for any other cause of the same general class which could not be reasonably anticipated or prevented, the COMPANY shall notify the ARTIST thereof, in writing, and thereafter the ARTIST shall not be entitled to any compensation for the time during which said services shall not, for such reason or reasons be rendered. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to the ARTIST, either party may terminate the Individual Artist's Contract and the COMPANY will pay for all services rendered to date and for transportation back to the city of origination in the event the company is out of town at the time. The term "war" shall not include a war in which the United States of America is not a party, unless such a war between foreign governments affects the United States of America in such a way as to make the

execution of this contract impossible or unfeasible. Should the COMPANY invoke the provisions of this paragraph because of war, the COMPANY agrees to give the ARTIST and AGMA at least two (2) weeks prior written notice thereof, and in such cases the paragraph shall apply only upon the expiration of such notice period.

ARTICLE XXXI  
TERM OF THIS AGREEMENT

The term of this Agreement shall commence on August 1, 2000 and shall terminate August 31, 2004, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to the minimums contained in such new Agreement as may be entered into between AGMA and the COMPANY for the next succeeding seasons. The COMPANY and AGMA agree that negotiations on a new agreement will commence no later than May 1, 2004.

ARTICLE XXXII  
AUTHORITY OF SIGNATORIES

It is understood and agreed that Martin Hubbard, who is signing this Agreement on behalf of the COMPANY as agent and representative of the COMPANY hereby warrants and represents that he has the requisite authority as an agent and representative of the COMPANY to sign this AGREEMENT on behalf of, and to bind the COMPANY.

ARTICLE XXXIII  
SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement, and it shall not effect the validity of any other provisions thereof.

ARTICLE XXXIV  
FAILURE TO INSIST UPON PERFORMANCE

The failure of AGMA, ARTIST or COMPANY to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies they may have and shall not be deemed a waiver of any subsequent breach or default on the part of any party hereto.

ARTICLE XXXV  
DISCRIMINATION



The COMPANY and the UNION agree that neither will discriminate against any ARTIST because of race, color, religion, creed, sex, age, national origin, nationality or sexual orientation.

ARTICLE XXXVI  
AGMA HEALTH FUND

Section 1. The COMPANY agrees that it shall participate in the AGMA Health Fund Plan B. The COMPANY shall make a contribution equal to five per cent (5%) of the first \$20,000.00 of the gross compensation paid to the Principal Artist to the AGMA Health Fund. For purposes of this Article, gross compensation shall not include travel or per diem payments made to the Principal Artist by the COMPANY. The COMPANY's obligation to contribute to the AGMA Health Fund shall under no circumstances exceed \$1,000.00 per Principal Artist per production.

IN WITNESS WHEREOF, the parties hereto have executed this BASIC AGREEMENT as of the date first above set forth.

FOR THE AMERICAN GUILD  
OF MUSICAL ARTISTS

FOR OPERA PACIFIC

\_\_\_\_\_

By: \_\_\_\_\_  
National Executive Secretary

By: Martin Hubbard  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Schedule of Compensation and per diems**

		<b>For period</b>			
Reference	Classification	8/1/00-	9/1/01-	9/1/02-	9/1/03-

		8/31/01	8/31/02	8/31/03	8/31/04
XVII.1,XVII.5	Per Diem, Breakfast	10.71	11.03	11.42	11.99
XVII.1,XVII.5	Per Diem, Lunch	14.32	14.75	15.26	16.03
XVII.1,XVII.5	Per Diem, Dinner	20.29	20.90	21.63	22.71
XVII.1,XVII.5	Overnight per diem	98.37	101.32	104.86	110.11
<b>PRINCIPALS, PER PERFORMANCE:</b>					
XX.1	Leading Roles	840.00	840.00	873.60	908.54
XX.1	Featured Roles	840.00	840.00	873.60	908.54
XX.1	Supporting Roles	368.44	379.49	392.78	412.42
XX.1	Solo Bit Roles	156.71	161.42	167.07	175.42
XX.1	Ballet Master	368.44	379.49	392.78	412.42
XX.1	Solo Dancer	368.44	379.49	392.78	412.42
<b>PRINCIPALS, WEEKLY PERFORMANCE AND REHEARSAL</b>					
XX.2	Leading Roles	1000.00	1000.00	1040.00	1081.60
XX.2	Featured Roles	1000.00	1000.00	1040.00	1081.60
XX.2	Supporting Roles	645.01	664.36	687.61	721.99
XX.2	Solo Bit Roles	645.01	664.36	687.61	721.99
XX.2	Ballet Master	645.01	664.36	687.61	721.99
XX.2	Solo Dancer	645.01	664.36	687.61	721.99
XX.1 (b)	Overtime	30.21	31.12	32.21	33.82
XX.1 (a)	Hourly Rehearsal	20.14	20.74	21.47	22.54
<b>STAGE DIRECTORS, STAGE MANAGERS, AND THEIR ASSISTANTS</b>					
XXII.1(a)	Stage Directors	775.03	798.28	826.22	867.54
XXII.2(b)	Stage Managers	775.03	798.28	826.22	867.54
XXII.3(a)	Assistant Stage Dir.	566.37	583.36	603.77	633.96
XXII.3(a)	Assistant Stage Mgrs.	566.37	583.36	603.77	633.96

XXII.1(b), 2(c)	Per Diem	98.37	101.32	104.86	110.11
XXII.2(c), 3(a)	Per Diem w/ hotel	48.36	49.81	51.55	54.13
XXII.2(c), 3(a)	Per Diem w/ Apt. & Kitchen	24.18	24.91	25.78	27.07
XXII.3(d), (e)	Overtime for Assts.	30.21	31.12	32.21	33.82
	<b>CHORISTERS &amp; DANCERS</b>				
XXIII.22	Per Performance "A"	123.52	127.22	132.31	137.61
XXIII.22	Per Performance "B"	105.71	108.88	113.24	117.77
XXIII.22	Hourly Rehearsal "A"	16.38	17.20	18.23	19.51
XXIII.22	Hourly Rehearsal "B"	13.93	14.63	15.51	16.59
XXIII.22	Weekly	605.53	623.69	645.52	677.80
XXIII.23(a),(b)	Bit, Mute Bit	25.00	25.75	26.65	27.98
XXIII.23(c)	Featured Supernumerary	15.00	15.45	15.99	16.79
XXIII.24(a)	Chorister (A) plus Solo Bit	201.88	207.93	215.85	225.32
XXIII.24(a)	Chorister (B) plus Solo Bit	184.07	189.59	196.77	205.48