

BASIC AGREEMENT

BETWEEN

AMERICAN GUILD OF MUSICAL ARTISTS, INC.  
AFL-CIO

AND

THE PATRICK G. AND SHIRLEY W. RYAN OPERA  
CENTER /  
LYRIC UNLIMITED

JULY 1, 2015 through JUNE 30, 2018

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AGREEMENT made, executed and delivered in the City of Chicago, 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 1430 Broadway, New York, New York 10018 (hereinafter called "AGMA") and THE PATRICK G. AND SHIRLEY W. RYAN OPERA CENTER / LYRIC UNLIMITED, having its principal place of business at 20 North Wacker Drive, Chicago, Illinois 60606 (hereinafter called "Employer").

W I T N E S S E T H:

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

1. RECOGNITION AND EMPLOYEES COVERED

The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for all its employees employed in the categories of Solo Singers, Choreographers, Solo Dancers, and Stage Directors (hereinafter referred to as "Principals"); Assistant Stage Directors, Stage Managers, and Assistant Stage Managers (hereinafter referred to as "Production Staff"); Actors; Corps de Ballet Dancers (hereinafter referred to as "Dancers"); all chorus singers (hereinafter referred to as "Choristers"); and Fight Directors, all the preceding hereinafter referred to collectively as "Artists," employed by the Employer. AGMA represents, for collective bargaining purposes, all Artists covered by this Agreement. This Agreement does not cover the Employer's Ensemble Members or children singers under age 18.

2. SCOPE OF EMPLOYMENT

Both parties to this Agreement agree that an important goal of Employer is to maximize the opportunities for its Ensemble Members to sing before the public. It is not its primary purpose to mount and stage performances on its own. When and if Employer does present an opera or other type of performance, then Employer shall determine in its sole discretion the number of Artists to be utilized for any performance. Provisions of this Agreement shall apply to and inure to the benefit of all Artists employed by the Employer (or by any subsidiary which may be established by Employer) either directly or indirectly through agents or independent contractors employed by Employer.

Employer is free to perform with any professional or non-professional artist(s) or organization so long as Employer is not the presenting organization and Employer is not providing or paying for said artist(s). These artist(s) shall not be subject to the terms and conditions of this Agreement.

Notwithstanding the forgoing, Employer shall utilize its best efforts to employ Artists otherwise engaged by Lyric Opera of Chicago when it engages Artists pursuant to the terms of this Basic Agreement.

The parties have a mutual understanding that Employer's Ensemble Members' participation, if any, with activities under the Lyric Unlimited label would be reasonably limited so as not to conflict with their regular training and performance activities. When any Ensemble Member participates in activities, or rehearsal, or performance services for Lyric Unlimited that are inconsistent with the general types of Ensemble activities, or rehearsal, or performance

services according to past practice at the Ryan Opera Center, Employer and AGMA will meet and confer to determine if the Ensemble Member should be engaged for that specific Lyric Unlimited activity pursuant to the terms of this Basic Agreement and not as an Ensemble Member. In the event the parties do not agree, Employer shall not unreasonably deny AGMA's request that the Ensemble Member be engaged under this Basic Agreement.

### 3. UNION SECURITY

Each Artist who on the date of signing of this Agreement is a member of the Union in good standing shall, as a condition of continued employment by the Employer, maintain membership in the Union during the term of this Agreement to the extent of tendering the periodic dues uniformly required as a condition of retaining membership in the Union.

Each Artist who is not a member of the Union on the date of signing of this Agreement, and each Artist who is hired on or after said date, shall, as a condition of continued employment by the Employer, become a member of the Union on the 31st day following the date of signing of this Agreement or the date of employment, whichever is later, and shall maintain membership in the Union during the term of this Agreement to the extent of tendering the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

AGMA agrees that it will accept as a member of AGMA any Artist that Employer wishes to employ (subject to the provisions of the Constitution, Bylaws, Rules and Regulations of AGMA), with the exception of persons not eligible for membership because of suspension or expulsion from AGMA or its affiliated organizations in the Associated Actors and Artists of America. Nothing herein contained shall be deemed to limit the right of AGMA to suspend, expel, otherwise discipline or refuse to readmit a member or refuse to admit any non-member pursuant to the Rules, Regulations, Constitution and Bylaws of AGMA. The Artists' obligations to Employer under any individual contract are subject to Artists' prior obligations to AGMA and its Constitution, Bylaws, Rules and Regulations.

### 4. CHECK-OFF

Initiation fees, assessments, fines, and all dues payable to AGMA by Artists shall, upon the Employer's receipt of a written assignment executed in accordance with Section 302(c) of the Labor Management Relations Act, 1947, be deducted from the compensation of Artists. The Employer agrees to remit to AGMA every thirty (30) days all monies deducted by such dates. The remittance form shall contain the names, permanent, and if different temporary, addresses, social security numbers and gross compensation for each Artist. This Section shall not be applicable:

(a) where the Artist represents that he has paid the maximum AGMA dues for the year; or

(b) in the case of delinquent dues that should have been deducted by another employer, unless the Artist signs a special written request for Employer to deduct such delinquent dues.

No other deductions whatever shall be made from the compensation of Artists except such taxes or withholding as are required by law, or except as are permitted herein. AGMA will indemnify the Employer against any claims or actions brought against the Employer by an Artist based on the Employer's action or inaction in reliance upon information provided by AGMA pursuant to this Section.

5. APPLICABLE LAWS

The Employer shall comply with all applicable state and federal laws regarding worker's compensation, unemployment compensation and social security.

6. ACCESS TO PREMISES

Any officer or other duly authorized representative of AGMA shall be admitted to the premises of Employer, or such other place where the Artists are working, and Employer agrees to cooperate with such representative in dealing with all matters pertaining to the official business of AGMA.

7. NO DISCRIMINATION

Employer shall not discriminate in any manner whatsoever, whether in terms or conditions of employment or engagement or in their mutual relationship, against any Artist because of his membership in or activities on behalf of AGMA. The Employer will also comply with all federal, state and municipal laws which prohibit discrimination on the basis of race, color, sex, religion, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, source of income or sexual orientation. No Artist will be required to appear in any theater or place of performance where discrimination is practiced because of race, color or creed, sex or sexual orientation against any Artist or patron as to admission or seating arrangements.

8. APPLICATION OF BASIC AGREEMENT

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 their successors and assigns.

9. ASSIGNMENT OF CONTRACT

Employer agrees that individual contracts of employment between Employer and Artists may not be validly assigned or transferred to any individual or corporation, unless the written consent of AGMA and the Artists concerned shall have been endorsed on the face of the contract.

10. CONTRACTUAL RELATIONSHIP OF ARTISTS, UNION AND EMPLOYER

(a) Employer agrees that the minimum terms and conditions governing the employment of Artists by Employer are those contained herein, and Employer further agrees that it will not enter into any contract with or employ Artists upon any terms and conditions less favorable to Artists than those set forth herein. Employer agrees that no waiver by any Artist of any provisions of this Agreement or of any contract between any Artist and the Employer shall

be requested by Employer or be effective unless the written consent of AGMA to the making of such request or such waiver is first had and obtained, and 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. In any case, however, no agreement or contract between Employer and any Artist, whether or not such agreement or contract contains such better terms, shall be binding upon the Artist unless such agreement or contract is in writing and approved by AGMA in writing. If AGMA does not contact the Employer within thirty (30) days after the agreement or contract has been sent to AGMA, approval will be deemed granted. Employer agrees that no AGMA member will be solicited or required to make any payments or contributions of any kind or nature whatsoever, or to have such payments or contributions made by any other person, firm or corporation to or for the benefit of Employer, or anyone else, in order to acquire or continue employment by Employer or as a condition of acquiring or continuing such employment or any preferment in such employment, and Employer agrees that it will not accept or receive any such payments or contributions.

(b) All contracts and agreements made by Employer with Artists employed under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed on the AGMA Standard Artist's Contract in quadruplicate, one copy for Artist, one copy for Employer, one copy for AGMA, and one copy for the AGMA Health and Retirement Fund. The Employer agrees to submit to AGMA and the AGMA Health and Retirement Fund copies of all contracts it has with Artists not less than thirty (30) days prior to the commencement of service thereunder or as soon as received from the Artist, whichever is later. AGMA's copy and the Fund's copy shall be kept confidential by AGMA and available only (i) to the National Executive Director or other officer having an equivalent position, or (ii) the Fund's administrator or other officer having an equivalent position, or (iii) when a dispute arises under the contract.

(c) No Artists may take part in any performance or rehearsal without first signing an individual Artist's contract. The compensation of Principals employed hereunder shall be according to the "classification of roles" as defined in Section 12(d). Every individual contract between Employer and any Principal must specify the role(s) and the opera(s) for which the Principal is engaged.

(d) Employer shall provide to AGMA on February 1 of each year an anticipated schedule of events for the following twelve (12) months. If any updates to the anticipated schedule are made, Employer will notify AGMA.

#### 11. BROADCAST, RECORDING, TELEVISION

Employer shall not film, broadcast, record or televise from the stage, or any studio or otherwise, any performances, concerts, or engagements in which the Artist appears by wire, wireless, radio, telephone, wireless processes or any motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed or any combination of such devices; AGMA, however, shall consider the request of Employer for a waiver of the foregoing provision. While the granting of such waiver shall be in the absolute discretion of AGMA, the waiver shall not be unreasonably withheld. This Section does not prohibit the audio and video taping of a dress rehearsal and a performance of each cast of a production and the retention by Employer of one copy of an audio and a video tape of each cast per production for archival

purposes. Neither does it prohibit the making of studio video tapes of choreography in rehearsal clothes with piano for archival purposes. A tape made pursuant to the immediately preceding two sentences shall have superimposed on it the continuous caption "Ryan Opera Center Archive Tape", "Lyric Unlimited Archive Tape", or "Lyric Opera Archive Tape." This Section does not prohibit the videotaping (by Employer) or audio taping of rehearsals for the purpose of study by members of the Ensemble. Such study videotapes shall not be removed from the Employer's premises; they shall not be copied without prior consent from AGMA; and they shall be erased or destroyed no later than the end of the season during which they were made.

Employer may release clips of operas to television and radio stations for use on news/magazine programs. Such programs shall not include more than one hundred twenty (120) seconds of clips. Clips of operas may not be released for the purpose of inclusion into commercials designed to sell tickets.

## 12. DEFINITIONS

Whenever used in this Agreement unless otherwise provided:

(a) "Week" - shall mean Monday through Sunday with any one of such seven consecutive days being a free day, as hereinafter provided, during which Artist may not be required to perform or rehearse without additional compensation.

(b) "City of Origination" - shall mean Chicago, Illinois.

(c) "Free Day" - shall mean a period of time during which Artists may not be required to rehearse or perform without additional compensation. The said period of time shall commence at midnight and end at 9 a.m. on the morning of the second following day. No Artist shall work more than nine (9) consecutive days without a free day. The tenth (10<sup>th</sup>) consecutive work day shall be considered the Artist's free day and compensated accordingly.

(d) Classification of Roles - the terms "leading roles", "featured roles", "supporting roles", and "solo bit roles" shall apply to Artists engaged to perform such roles, including concert performances, as previously defined by agreement between Lyric Opera of Chicago and AGMA. Exceptions will be made to these classifications when the Employer's version of the opera or a role therein is different from that presented by Lyric Opera of Chicago. Use of abridged and/or altered versions of an opera may change the value of a role. The Employer shall give AGMA full opportunity to discuss such exceptions and the Employer's decision will be subject to the Arbitration provision. The parties have agreed that roles classified as Leading shall be modified to Featured for "Opera in the Neighborhoods" when performed under the following conditions: (i) exclusively for students or Chicago Public School teachers, none of whom are charged for the performance, (ii) no more than two (2) performances on any day, both such performances occurring at the same location but separated by a break of at least one (1) hour, (iii) performances to be no longer than fifty (50) minutes in length, and (iv) the Artists engaged sing for a period of not longer than approximately fifteen (15) minutes during any one performance.

(e) "Artists" as used herein shall mean and shall include those classifications described in Section 1 and words of the masculine gender shall also refer to female Artists.

(f) “Coaching” - shall mean a musical session involving only an individual Solo Singer or Chorister with a pianist and/or coach, which time shall not be considered time worked under this Agreement. Sessions involving two (2) or more Solo Singers and/or Choristers shall be considered rehearsals unless such sessions do not involve preparation for roles in the Employer’s current season.

(g) “Performance” - shall mean and shall be counted as four (4) hours of service (three (3) hours if the performance does not exceed one and one quarter (1¼) hours and is the only performance of the day) or the actual hours of service to the next quarter hour, whichever is longer, except as follows: (i) for Principals engaged as understudies, each performance for which said Principal is not required to come to the performance site shall be counted as two (2) hours of service; (ii) Multiple performances of abridged, short or one-act operas inclusive of the time between such multiple performances (excluding one meal period of not more than one hour) may at the option of Employer be considered one performance. Where one (1) operatic performance shall consist of one (1) or more operas, the entire performance shall be considered for the purposes of this Agreement as one (1) performance only.

(h) “Individual Artist’s Contract” – shall mean AGMA’s “Standard Artist’s Contract” and will be used for the employment of Artists hereunder.

(i) “Holiday” – shall mean New Year’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Artists shall receive not less than double time for each hour of rehearsal required on a Holiday. There shall be a minimum three (3) hour call on any Holiday. Holidays shall not be designated as Free Days.

(j) “Lyric Opera Basic Agreement” – shall mean the Basic Agreement between Lyric Opera of Chicago and American Guild of Musical Artists, Inc., AFL-CIO.

(k) All calculations of weekly compensation shall be computed to the half (1/2) dollar or dollar by decreasing any compensation computation which is nine (9) cents or less above said half (1/2) dollar or dollar to the lower half (1/2) dollar or dollar and by increasing any compensation calculation which is greater than nine (9) cents above said half (1/2) dollar or dollar to the higher half (1/2) dollar or dollar.

### 13. PAYMENT TO ARTISTS

(a) All payments required to be made by Employer to Artists, including rates of compensation set forth in individual contracts, shall be in legal tender of the United States irrespective of whether performances are rendered outside the United States.

(b) All compensation provided on an hourly basis may be computed by Employer to the next quarter hour. Guaranteed minimum hours or rest period requirements shall not be affected by such computations to the quarter hour.

(c) Artists shall be paid every other Friday, except Fight Directors. Fight Directors shall be paid within ten (10) days of submission to Employer of a timesheet but in no case more frequently than twice per month.

14. CHANGE OF APPEARANCE NOTIFICATION

Artists should expect to maintain their hair at a moderate length, suitable to the production, and subject to appropriate styling. Beards and sideburns may be added as necessary to the production and the Employer shall use its best efforts to secure same with a non-allergenic substance. Artists will be clean shaven as required and the Employer will provide at least four (4) weeks' notice of such requirement, except in the case of an emergency.

Artists should arrive with clean hair for all fittings, rehearsals and performances where hair is styled or wigs are worn. Female Artists wearing wigs should arrive with hair properly prepared, e.g. pin-curled or wrapped. Employer shall use its best efforts to avoid allergenic substances for securing wigs.

15. ADVANCE NOTIFICATION TO AGMA OF AUDITIONS

Employer will give AGMA at least two (2) weeks' advance notification of auditions for Artists by notifying the AGMA "hotline", specifying the production, the role(s), the audition date(s) and location(s) and the method for making audition appointments.

16. OVERTIME

Other than Production Staff, all Artists may be required to provide thirty (30) hours of service for the weekly salaries provided herein in the form of performance or rehearsal hours. Production Staff may be required to provide fifty-three (53) hours for the weekly salaries provided herein in the form of performance or rehearsal hours. All Artists (except Production Staff) providing in excess of thirty (30) hours of service in any week or six (6) hours of service in any day shall be compensated at time and one-half (1½) for all hours of daily service over six (6) and for all hours of weekly service over thirty (30), such rate to be determined by dividing the applicable minimum rate by thirty (30). Production Staff providing in excess of fifty-three (53) hours of service in any week shall be compensated at time and one-half (1½) for all such excess hours of service, such rate to be determined by dividing the applicable minimum rate by forty (40).

17. FREE DAY

Each Artist shall receive one (1) Free Day during each week. Should it become necessary for the Artist to rehearse or perform on his Free Day, all such hours of rehearsal or performance shall be compensated at time and one-half (1½) his regular hourly rate, such rate to be determined by dividing the applicable minimum rate by thirty (30) (for Production Staff, such rate to be determined by dividing the applicable minimum rate by forty (40)), with a three (3) hour minimum rehearsal call. Holidays shall not be designated as Free Days.

18. REST PERIOD

There shall be a ten (10) minute rest period per hour of rehearsal, with the exception of Production Staff who shall have five (5) minute rest period per hour of rehearsal. Such rest period time may be accumulated with total rehearsal time not to exceed ninety (90) minutes for a three (3) hour rehearsal except in the case of dress rehearsals or piano run-throughs (with or

without costume). During each rehearsal with orchestra, all Artists will receive rest periods coinciding with that of the orchestra.

19. DRESSING/UNDRESSING TIME

When an Artist is required to wear a costume during a rehearsal, he shall be allocated one-half (1/2) hour before the rehearsal period and one-half (1/2) hour after the rehearsal period for dressing and undressing, which shall be considered as part of the rehearsal time for that week. This Paragraph shall not apply to “basic black” clothing.

20. REHEARSAL RESTRICTIONS

No rehearsal shall commence before 10:00 a.m. on any day, and there shall be no rehearsal within two (2) hours prior to the beginning of a performance, except as provided in Section 26 (C - Rehearsal Provisions) (a) or Section 28 (C - Rehearsal Provisions) (c). No rehearsal shall end after 11:00 p.m. (11:30 p.m. for a dress rehearsal conducted in an outdoor venue). There shall be no less than a twelve (12) hour gap between rehearsals or performances and any rehearsal call on the following day provided, however, a call for an orchestra rehearsal may be called any time on or after 11:00 a.m. The Artist shall be paid at the rate of time and one-half (1½) for rehearsal hours outside these parameters.

21. MEAL BREAK

Except during dress rehearsals or piano run-throughs, a lunch or dinner break of sixty (60) minutes must be granted all Artists except Production Staff after three (3) hours of rehearsal. If such break is not provided after three (3) hours of rehearsal (four (4) hours for Principals if such rehearsal is the only rehearsal of the day both under this Agreement and under the Lyric Opera Basic Agreement), all hours of rehearsal after the initial three (3) hours shall be paid at double time for all Artists except Production Staff. Employer will endeavor to provide a one (1) hour lunch period every day and a one (1) hour dinner period every evening for all Production Staff. If a Production Staff Member does not have a one (1) hour period between services (other than the period prior to performances) or if a Production Staff Member does not have at least one-half (½) hour free for eating during the lunch meal period or three-quarters (¾) of an hour free for eating during the dinner meal period, Employer will provide a sandwich and beverage to each person so affected, plus pay each person one (1) hour pay, such rate to be determined by dividing the applicable minimum rate by forty (40).

22. TRANSPORTATION

If an Artist is domiciled more than fifty-five (55) miles from the City of Chicago at the time of signing his contract, the Employer will provide for such Artist the cost of one round trip economy airfare transportation fee or one round trip car transportation at the IRS mileage rate, whichever is lesser; and will reimburse such Artist at fifty (50) percent of the IRS housing rate for each day such Artist is required to pay for housing.

23. SICK LEAVE

All Artists, except Fight Directors, shall be entitled to three (3) hours of sick leave for each production contracted for, such hours only to be used for missed rehearsal hours and in a

minimum of one-quarter (1/4) hour increments. Time spent on paid sick leave shall not count as time worked in computing overtime payments. Sick leave paid will only be granted if the absence is the result of (a) a legitimate sickness supported by presentation of a doctor's certificate, (b) a death in the Artist's family, or (c) a true emergency that is verifiable to Employer. The Employer may investigate the illness of the Artist and require the Artist to submit medical verification of the condition.

24. HEALTH AND PENSION BENEFITS

(a) HEALTH INSURANCE

(1) All Artists (except those already receiving full-year health insurance coverage on AGMA Insurance Plan A through Lyric Opera Basic Agreement) shall be covered under the AGMA Insurance Plan, Plan B, and Employer shall pay ten (10) percent of each such Artist's minimum weekly compensation to the AGMA Health Insurance Plan, Plan B.

(2) The parties intended to provide contributions to the AGMA Health Fund Plan B in order to provide health benefits to the Artists. Changes in the law resulted in Plan B no longer being offered as a stand-alone health reimbursement plan. Should the law change and once again allow a stand-alone health reimbursement plan such as AGMA Health Fund Plan B, the parties shall meet and agree to reincorporate such a plan into this Agreement. Until such time, the parties agree that the contributions required to be made to AGMA Plan B shall be made instead to the AGMA Retirement Plan as follows:

(a) With respect to contributions that are currently required to be directed to AGMA Health Plan B on behalf of any Artist who is not otherwise covered under Plan A or eligible for coverage under Plan A but covered under other employer-sponsored health insurance meeting the minimum requirements of the Affordable Care Act, AGMA and Employer agree that in lieu of the contribution being made to Plan B, effective with any contribution due on or after August 16, 2014, that contribution will be directed instead, in an equal amount, to an AGMA Retirement Fund account for that Artist.

(b) In the event Employer determines that an assessable payment may be imposed on Employer under Section 4980H of the Patient Protection and Affordable Care Act for any Artist not covered by Plan A or not eligible for coverage under Plan A ("Ineligible Artist"), it will notify AGMA. Employer and AGMA will meet within 15 days to negotiate changes to this Section to address the situation in a manner that does not increase Employer's cost. In the event the parties do not reach agreement within the 30-day period following Employer's notice, Employer shall not be required to make further contributions to the AGMA Retirement Plan account for any Ineligible Artist who has accepted an Employer offer of minimum essential coverage.

(b) PENSION

All Artists shall be covered under the AGMA Retirement Fund, and Employer shall contribute eight (8) percent in the first year of this Agreement, nine (9) percent in the second year of this Agreement, and ten (10) percent thereafter of each such Artist's minimum weekly compensation to the AGMA Retirement Fund.

(c) TRUST AGREEMENTS

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the AGMA Health and Retirement Funds, including all the rules and regulations and any amendment and modifications thereto that may be adopted by its Trustees during the term of this Agreement.

25. GUARANTEED SERVICES

(a) An Artist required to be available to perform services or performing services in any week shall be guaranteed at least sixty (60) percent of the applicable minimum weekly compensation for that week and may be required to perform services on three (3) days during such week. For each additional day of the week beyond three (3) on which services are performed, the Artist shall receive at least an additional twenty (20) percent of the applicable minimum weekly compensation, total minimum weekly compensation not to exceed one hundred (100) percent. Days of work for performances, including days during partial weeks, need not be contiguous; days of work for rehearsals, including days during partial weeks, shall be contiguous.

(b) Individual Artist contracts will designate the days for which an Artist is expected to be available and Artist will be guaranteed payment for those days in accordance with "a" above. Artist need not be available for days not so designated. However, Employer may request that Artist perform services on non-designated days and if Artist does so, he will be paid for each such day at least an additional twenty (20) percent of the applicable minimum weekly compensation, total minimum weekly compensation not to exceed one hundred (100) percent.

(c) All provisions of this Agreement with respect to minimum hourly calls, daily maximum penalties and other rehearsal and performance restrictions shall be fully effective. In addition, Artists (other than Production Staff) shall receive additional compensation at time and one-half (1½) their regular hourly rate based upon a pro rata reduction of the thirty (30) hour maximum for Artists engaged on a weekly basis. The pro rata reduction shall be determined by multiplying the percentage of the weekly compensation received by thirty (30). E.g. An Artist in a week in which he receives sixty (60) percent of the applicable weekly compensation shall receive additional compensation at time and one-half (1 ½) his regular hourly rate for all services in excess of eighteen (18) in such week.

(d) This Section does not apply to Fight Directors.

(e) For the purpose of this Section only, if an Artist engaged for a total of three (3) or fewer days is engaged over a seven (7) day period, Employer may establish the start day of the Artist's week for a day other than Monday.

26. PRINCIPAL ARTIST

A. MINIMUM COMPENSATION

(a) The minimum weekly compensation for Principals employed on a weekly basis shall be as follows:

Principals

Leading	Sixty (60) percent of the then current minimum weekly rate for Leading Understudies as set forth in the Lyric Opera Basic Agreement.
Featured	Sixty (60) percent of the then current minimum weekly rate for Featured Understudies as set forth in the Lyric Opera Basic Agreement.
Supporting	Sixty (60) percent of the then current minimum weekly rate for Supporting Roles as set forth in the Lyric Opera Basic Agreement.
Solo Bit	Sixty (60) percent of the then current minimum weekly rate for Solo Bit Roles as set forth in the Lyric Opera Basic Agreement.
Solo Dancer	Sixty (60) percent of the then current minimum weekly rate for Solo Dancers as set forth in the Lyric Opera Basic Agreement.
Choreographer	Sixty (60) percent of the then current minimum weekly rate for Choreographers as set forth in the Lyric Opera Basic Agreement.
Stage Director	Sixty (60) percent of the then current minimum weekly rate for Associate Stage Directors as set forth in the Lyric Opera Basic Agreement.

(b) The minimum weekly compensation for understudies who do not perform in a given week shall be no less than one-half (1/2) of the amount set forth above. An understudy who actually sings a performance in a given week, shall be paid as a Principal, not as an understudy, during that week.

(c) For Leading and Featured roles and their understudies, Employer may engage the Principal Artist and Principal Artist Understudy to alternate the performance weeks as follows:

(i) Both the Principal Artist and the Principal Artist Understudy shall receive the minimum compensation for the role during rehearsal weeks in accordance with (a) above.

(ii) For performance weeks in which the Principal Artist Understudy performs and the Principal Artist acts as the understudy, the Principal Artist Understudy shall be compensated at the Principal rate in accordance with (a) above and the Principal Artist will be compensated in accordance with (b) above.

(iii) The performance weeks shall be divided as equally as possible between the Principal Artist and Principal Artist Understudy.

(iv) The Individual Artist Contract for both the Principal Artist and Principal Artist Understudy shall set forth the total compensation paid for the role.

(d) The minimum compensation for Principals employed on a per performance basis shall be no less than that set forth in (a) above.

(e) Principals engaged on a per performance basis must be guaranteed compensation no less than an average of at least one (1) performance at the minimum applicable rate set forth in (a) above, for each week they are required to be available to Employer.

(f) For an unstaged, uncostumed recital program not to exceed sixty (60) minutes in length, Employer may engage Artists at a rate equal to 25% of the Leading Principal rate as set forth in (a) above. Employer and Artist shall agree to any rehearsal required, which shall not exceed three (3) hours.

## B. PERFORMANCE PROVISIONS

(a) For the compensation indicated above, Principals shall not be required to take part in more than one (1) performance in any one (1) day. If a Principal is required to take part in a greater number of performances per day than as set forth above, such Principal's total contractual compensation shall not be less than the minimum rate set forth above plus additional compensation at time and one-half (1½) for all additional performance hours, such rate to be determined by dividing the applicable minimum weekly rate by thirty (30). This paragraph does not apply to Stage Director or Choreographer.

(b) In the event that a Stage Director performs as a Singer and Stage Director in the same performance, he shall be paid one-third (1/3) of the Singer's weekly minimum compensation in addition to his regular compensation.

(c) Employer will use its best efforts to list in the programs the name of each Principal appearing in that performance of the Employer.

## C. REHEARSAL PROVISIONS

(a) No Principal may be called to rehearse on the day of a matinee performance unless at least two (2) hours have elapsed after said performance. No Principal singing a leading role may be called for a rehearsal within two (2) hours of his performance, unless such Principal specifically requests to rehearse within two (2) hours of his performance. For all hours of rehearsal outside of these parameters, the Principal shall be paid at the rate of time and one-half (1½) in quarter hour increments, such rate to be determined by dividing the applicable minimum rate by thirty (30).

(b) Principals may not be required to rehearse more than six (6) hours per day. If such daily hour limitations of rehearsal are exceeded, the Principal shall be compensated for all such overtime hours at time and one-half (1½) the regular hourly rate, such rate to be determined by dividing the applicable minimum rate by thirty (30).

(c) The minimum call for rehearsal shall be two (2) hours provided, however, that the minimum call may be one (1) hour when the totality of the rehearsal calls within any five (5) hour period, commencing with any service during that day except the last service of that day, equals two (2) or more hours.

(d) Paragraphs (a), (b) and (c) above do not apply to Stage Director or Choreographer.

(e) Overtime and additional compensation, other than free day additional compensation, for Principals compensated at a rate above the applicable minimum rate set forth above, may be credited against the difference between the minimum rate and the Principal's individual contractual rate.

(f) If a Principal is contracted for more than one role in a production, he shall receive no less than the minimum rate of the highest role for which he is contracted.

(g) Employer shall notify Artists of the language, version, and major aria cuts at the time the Individual Artist's Contract is signed, or if not yet known, the Employer shall provide the Artist with all such information at least four (4) weeks prior to the first rehearsal of said Opera. This shall not apply to newly composed works. For Artists contracted after October 1, 2003 unless notified by the provisions of the Individual Artist's Contract executed by the Artist, no Principal shall be required to sing music designated in the score as Chorus music.

(h) Employer shall use its best efforts to post the rehearsal and performance schedules of Principals by 5:00 p.m. of the preceding day.

(i) If a scheduled rehearsal is canceled on the day of the rehearsal, Principals shall be paid for those rehearsal hours as if the rehearsal had occurred, including all resulting overtime and penalties. If a rehearsal is added or extended on the day of the rehearsal, no Principal shall be penalized if he or she is unable to attend such rehearsal.

27. PRODUCTION STAFF

A. MINIMUM COMPENSATION

(a) The minimum weekly compensation for each Production Staff member employed on a weekly basis shall be:

Assistant Stage Director/ Stage Manager	Sixty (60) percent of the then current minimum weekly rate for Assistant Stage Directors and Stage Managers with 1-2 years of service as set forth in the Lyric Opera Basic Agreement.
Assistant Stage Manager	Sixty (60) percent of the then current minimum weekly rate for Assistant Stage Managers with 1-2 years of service as set forth in the Lyric Opera Basic Agreement.

(b) The Employer shall employ one Stage Manager under the terms of this Agreement for each performance and staging rehearsal attendant thereto if:

(i) the Employer pays for any non-Production Staff Artist in such performance;  
and

(ii) the performance has staged (non-concert) entrances and exits; and

(iii) the Performer(s) is required to wear a costume or use props.

(c) The Employer shall employ one Assistant Stage Manager under the terms of this Agreement for any music workshop if the Employer pays for more than one non-Production Staff Artist in such music workshop.

(d) The Employer shall employ a second Production Staff member if the production involves Choristers or Dancers. If the production involves more than eleven performers (excluding music staff, instrumentalists and conductors), whether or not such performers are Artists under the terms of this Basic Agreement, Ensemble Members, children, or supernumeraries, Employer shall meet with AGMA to discuss the propriety of employing a second Production Staff member.

(e) The Assistant Stage Manager who prepares, rehearses, and calls the projected English titles for a performance of Employer shall be offered employment of no less than one (1) week plus three (3) days (at least one hundred sixty (160) percent) at the minimum weekly compensation as set forth above.

(f) Employer agrees to consult with AGMA about Production Staffing for Lyric Unlimited productions, while retaining the right to make final determinations subject to the terms of this Basic Agreement.

## B. REHEARSAL PROVISIONS

(a) The Stage Manager shall be offered employment commencing at least one (1) week (at least two (2) days for concerts and revivals of "Opera in the Neighborhoods") prior to the date of the first staging rehearsal of the production for which he is employed which days shall be utilized for preparation only, except that up to ten (10) hours (up to four (4) hours for productions other than opera productions) of such preparation time may be credited towards production meetings to be scheduled by mutual agreement at any time (i.e., not necessarily during the preparation period prior to the date of the first staging rehearsal). Employer shall make its best effort to provide full rehearsal weeks to Stage Managers in accordance with past practice.

(b) An Assistant Stage Director engaged for Lyric Unlimited Productions shall be offered employment commencing at least three (3) days prior to the date of the first staging rehearsal of the production for which he is employed which days shall be utilized for preparation only, except that up to four (4) hours of such preparation time may be credited towards production meetings to be scheduled by mutual agreement at any time (i.e., not necessarily during the preparation period prior to the date of the first staging rehearsal).

(c) The call for a Production Staff member shall be one-half (1/2) hour before his first rehearsal of the day and one-half (1/2) hour before each performance. A Production Staff member's dismissal shall be one-half (1/2) hour after his final rehearsal of the day, or if his final service of the day is a performance, at the conclusion of said performance.

28. DANCERS

A. MINIMUM COMPENSATION

The minimum weekly compensation for Dancers employed on a weekly basis shall be:

Sixty (60) percent of the then current minimum weekly rate for Dancers with no seniority as set forth in the Lyric Opera Basic Agreement.

B. SERVICE PROVISION

Dancers are required to be in the theater in accordance with a schedule posted by Employer, not to exceed one-half (1/2) hour before each performance.

C. REHEARSAL PROVISIONS

(a) Dancer may not be required to rehearse in excess of three (3) hours on any day in which he is required to perform in a ballet in any operatic performance.

(b) Dancer may not be required to rehearse in excess of five (5) hours in any day in which he is not required to take part in any performance. If Dancer is required to exceed such five (5) hours, he shall be paid time and one-half (1½) for hours beyond five (5).

(c) Dancer shall not be required to rehearse later than two and one-half (2½) hours prior to the beginning of any performance, except that Dancer may be required to warm-up during the first one-half (1/2) hour of the hour immediately preceding the performance.

(d) Rehearsals of Dancers on any day need not be consecutive except that:

(i) No rehearsal shall be called for a period of less than two (2) hours;

(ii) After Dancer is dismissed from rehearsal, he may not be recalled for further rehearsal on the same day earlier than one (1) hour from the time of such dismissal; and

(iii) Dancer shall not be required to rehearse sooner than twelve (12) hours following the conclusion of the last performance of the previous day in which the Dancer participated.

(e) Rehearsals shall be scheduled with at least forty-eight (48) hours' notice.

(f) If a scheduled rehearsal is canceled with less than twenty-four (24) hours' notice, Dancers shall be paid for those rehearsal hours as if the rehearsal had occurred, including all resulting overtime and penalties. If a rehearsal is added or extended with less than forty-eight

(48) hours' notice, each Dancer will be paid for all added or extended hours attended at time and one-half (1½) the hourly rate.

29. CHORISTERS

A. MINIMUM COMPENSATION

The minimum weekly compensation for Choristers employed on a weekly basis shall be:

Sixty (60) percent of the then current minimum weekly rate for Choristers with no seniority as set forth in the Lyric Opera Basic Agreement.

B. ADDITIONAL SERVICES

If a Chorister sings or performs any of the additional services listed below, he shall receive the following additional compensation:

Supporting role	4 hours pay
Solo bit	3 hours pay
Leading role	Leading rate
Featured role	Featured rate
Chorus Bits	2 hours pay
Musical Cues	1-1/2 hours pay

C. SERVICE PROVISION

Choristers are required to be in the theater in accordance with a schedule posted by Employer, not to exceed one-half (1/2) hour before each performance.

D. REHEARSAL PROVISIONS

(a) Choristers may not be called for rehearsal on any day when they are required to give two (2) performances.

(b) No rehearsal period shall be deemed to be of less than two (2) hours duration, unless such rehearsal is the only service during that day in which case the rehearsal period shall be deemed to be of no less than three (3) hours of rehearsal.

(c) A Chorister may not be required to rehearse more than six (6) hours (no more than five (5) hours of only music instruction) in any one (1) day or no more than three (3) hours on a day of a performance. If the Chorister shall rehearse in excess of six (6) hours (five (5) hours of only music instruction) in any one (1) day or more than three (3) hours on a day of performance, then he shall be paid time and one-half (1½) for all hours outside these parameters.

(d) Rehearsals shall be scheduled with at least seventy-two (72) hours' notice.

(e) If a scheduled rehearsal is canceled with less than twenty-four (24) hours' notice, Choristers shall be paid for those rehearsal hours as if the rehearsal had occurred, including all resulting overtime and penalties. If a rehearsal is added or extended with less than seventy-two

(72) hours' notice, each Chorister will be paid for all added or extended hours attended at time and one-half (1½) the hourly rate.

30. ACTORS

A. MINIMUM COMPENSATION

(a) The minimum weekly compensation for Actors employed on a weekly basis shall be:

Sixty (60) percent of the then current minimum weekly rate for Actors as set forth in the Lyric Opera Basic Agreement.

(b) All persons remunerated in any way whatsoever, including but not limited to the granting of release time, compensatory time, or otherwise by Employer or Lyric Opera of Chicago for participation in non-singing, non-speaking roles in any production are Actors and shall be contracted and compensated accordingly.

(c) An Actor shall not vocalize nor dance. AGMA shall not unreasonably refuse to waive the prohibition with respect to dance for incidental dance by the Actor.

B. REHEARSAL PROVISIONS

(a) Rehearsals shall be scheduled with at least forty-eight (48) hours' notice.

(b) If a scheduled rehearsal is canceled with less than twenty-four (24) hours' notice, Actors shall be paid for those rehearsal hours as if the rehearsal had occurred, including all resulting overtime and penalties. If a rehearsal is added or extended with less than forty-eight (48) hours' notice, each Actor will be paid for all added or extended hours attended at time and one-half (1½) the hourly rate.

31. FIGHT DIRECTORS

A. MINIMUM COMPENSATION

The minimum rate of compensation for Fight Directors shall be on an hourly basis with a minimum call of two (2) hours and shall be sixty (60) percent of the then current minimum hourly rate for Fight Directors as set forth in the Lyric Opera of Chicago Basic Agreement. When there is any break in the rehearsal hours of the Fight Director, other than rest periods, the following rehearsal hours shall be paid in accordance with the foregoing schedule, i.e. the first hour paid at twice the rate of the succeeding hours.

B. SERVICE PROVISIONS

(a) The minimum call for rehearsal shall be two (2) hours provided, however, that the minimum call may be one (1) hour when the totality of the rehearsal calls within any five (5) hour period, commencing with any service during that day except the last service of that day, equals two (2) or more hours.

(b) Employer agrees to list a Fight Director, who so requests, as a Fight Choreographer in lieu of listing such Artist as a Fight Director.

(c) Overtime and additional compensation, other than free day additional compensation, for Fight Directors compensated at a rate above the applicable minimum rate set forth above, may be credited against the difference between the minimum rate and the Fight Director's individual contractual rate.

32. CLEANLINESS AND FURNISHING OF COSTUMES – ALL ARTISTS

(a) The Employer agrees to supply each Artist with all costumes and shoes (except ordinary street shoes or ballet shoes) and all special accessories required for his performances, except in the case of performances in concert attire or street clothes.

(b) Before the beginning of each production the Employer will check all costumes to be used by the Artists to make sure they are properly cleaned.

(c) Tights, stockings and leotards to be used in performance shall be washed for each performance, unless such items have been worn by the same Artist no more than once before.

(d) 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 Section have been complied with by the Employer.

(e) The Employer 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 in the preceding performance or rehearsal of the same opera.

(f) All Artists may be called upon to fit costumes for any or all production(s) of a season, and such fitting time shall be paid at straight time, exclusive of the weekly and daily limitations permitted elsewhere herein, with a minimum call of one (1) hour if the fitting is done within two (2) hours adjacent to a rehearsal. If fitting is not done within two (2) hours adjacent to a rehearsal or performance, then a minimum call of two (2) hours shall be paid at straight time, exclusive of the weekly and daily limitations permitted elsewhere herein. Employer will give Artist ample advance notice of such fittings; Artist will make every effort to be present and except in emergency situations, will inform Employer at least twenty-four (24) hours in advance if he is unable to attend.

(g) When a Chorister is required to wear a wig on stage for any production, Chorister shall be entitled to a fitting (if needed, as determined by the Employer) and such fitting time shall be credited as hours worked, with a minimum call of one (1) hour.

(h) Except in emergency situations, a Chorister who fails to give notice to the Employer and does not attend a scheduled fitting shall be considered absent. Fitting time shall be compensated as rehearsal time with all daily maximum penalties and weekly overtime provisions in effect.

33. REHEARSAL, DRESSING ROOM, AND PERFORMANCE FACILITIES

(a) In each theater where the Artists shall perform, the Employer shall endeavor to have a sufficient number of chairs and mirrors in each dressing room, as well as reasonably accessible toilet and washing facilities for both men and women.

(b) The Employer will endeavor to have all rehearsal rooms thoroughly cleaned.

(c) After each setting of the stage, the Employer will make a special effort to check for loose nails, splinters and firmness of sets.

34. SMOKE AND FOG

(a) Prior to the first production of the season or as soon as it is known, whichever is later, the Employer shall notify AGMA of its intention to utilize stage smoke or fog in any production during the season including the type of smoke or fog proposed to be utilized. No smoke or fog shall be used in any production unless notice is posted and announced to all Artists in the production at least two (2) weeks prior to the first rehearsal at which such smoke or fog effects are used or when children under the age of eighteen (18) years participate in the production. There shall be no chloride or petroleum based stage smoke or fog, burning gums or resins utilized in any production with the exception of incense. Employer shall utilize best efforts to limit utilization of incense and stage smoke or fog other than that produced by water vapor or dry ice. Ventilation and exhaust must be utilized whenever smoke or fog is used.

(b) Should the committee established under the Basic Agreement between the Metropolitan Opera and AGMA issue more restrictive guidelines for use of stage smoke or fog than that set forth in Section 34 (a) above, Employer shall not unreasonably refuse to abide by such more restrictive guidelines.

(c) Employer will immediately meet upon request of the AGMA delegate(s) regarding any problems resulting from the use of smoke and fog effects. Employer and AGMA will consult and exercise their best efforts to reach agreement regarding necessary modification, reduction or elimination of the use of such smoke and fog effects. The reasonable decision of AGMA regarding the modification, reduction, or, if necessary, elimination of the smoke or fog effects shall be final.

35. TOURING PROVISIONS

(a) Tour shall mean a performance or rehearsal outside of Chicago in which the Artists are required to be out of town overnight on a service other than a run-out. A run-out is defined as any performance or rehearsal in which Artists are required to travel within one hundred seventy-five (175) miles (to include Springfield, Illinois) from the Civic Opera House for services in one location but which involves no more than one (1) night out of town.

(b) As soon as practicable, the Employer shall provide each Artist a copy of such detailed information as is then available relating to itinerary, accommodations, travel arrangements, schedules and programs.

(c) Each Artist shall be subject to reasonable limitations on the amount of his personal luggage.

(d) With respect to foreign tours only --

(i) The Employer will provide at its expense for Artists not covered by other insurance, travel accident insurance or will self-insure if commercial insurance is not available, with the following limits:

\$10,000 medical coverage for expenses incurred outside the U.S.

\$25,000 accidental death and dismemberment

(ii) Any expense involved in obtaining passports, passport photographs, visas and required inoculations shall be assumed by the Employer. Employer assumes all responsibility with regards to proper documentation for Artists engaged on tour and assumes all costs for delayed or denied entry unless it is due to the fault of the Artist.

(iii) Upon arrival in a foreign country, each Artist shall receive the equivalent in local currency of one (1) day per diem allowance.

(iv) The Employer will have a list of recommended physicians in the event an Artist must seek medical assistance.

(e) With respect to tours generally --

(i) There shall be no more than nine (9) consecutive days of travel, rehearsals, performances, or recordings, unless otherwise agreed to by the parties.

(ii) There will be no performance or rehearsals on the day of arrival after trans-oceanic travel.

(iii) Except on days in which inter-continental travel is scheduled, scheduled terminal-to-terminal air travel time for any day will not exceed six (6) hours, unless otherwise agreed to by the parties.

(iv) There will be no travel on a day in which rehearsals or performances or combination of rehearsals and performances of more than six (6) hours total duration are scheduled.

(v) No travel shall be scheduled to commence earlier than ten (10) hours following the end of a performance or rehearsal, unless otherwise agreed to by the parties.

(vi) Each Artist shall receive a per diem allowance while on domestic tour of one hundred ten (110) percent of the Internal Revenue Service Maximum Meal and Incidental Expenses Allowance for the tour city and while on foreign tour of one hundred ten (110) percent of the United States Department of State Meal and Miscellaneous

Expense Allowance for the tour city. On domestic tours meal allowance shall be based on scheduled departure and actual arrival times from or to the Civic Opera House as follows:

Breakfast: Departure before 9:00 a.m.

or return after 9:00 a.m.

Lunch: Departure before 12:30 p.m.

or return after 12:30 p.m.

Dinner: Departure before 6:00 p.m.

or return after 6:00 p.m.

On foreign tours, the per diem allowance shall start upon arrival at the first scheduled destination point and shall terminate upon departure from the final scheduled tour location. No per diem will be paid for meals provided free of charge to the Artist.

(vii) There shall be at least one (1) free day following any tour more than three (3) days in length.

(f) Travel for tours shall be provided by the Employer; for run-outs, the Employer may require the Artist to provide his own transportation.

(i) If provided by the Employer:

1. Air. Air travel shall be by a certified carrier if domestic and by a member of the International Air Transport Association if foreign. However, alternate means of air transportation may be used if agreed upon by AGMA and Employer.

2. Rail. Train travel shall be only in first class and on high speed trains when possible. If train travel takes place after 10:00 p.m. or before 6:00 a.m. or involves a total travel time on-board of over eight (8) scheduled hours, sleeping accommodations shall be provided.

3. Bus. Modern, air-conditioned, non-smoking, inter-city type buses with restroom facilities and reclining seats shall be used. Buses shall be certified by local authorities and shall carry full liability insurance. Vans may also be used. Provision shall be made for meal and rest stops, when appropriate.

4. Employer may also arrange and provide transportation via public transportation (for run-outs only), car pool, or rental car.

(ii) If Artist is required to utilize his own vehicle, mileage reimbursement shall be at the rate allowed by the Internal Revenue Service.

(iii) Transportation shall be provided from hotel to the performance or rehearsal and return, unless the hotel is within reasonable walking distance.

(g) Accommodations--The Employer shall arrange for twin bedded rooms for Artists in accordance with the wishes of individual Artists to the extent such wishes can be met, in hotels selected by the Employer with private bath and, if at all possible, air conditioning. All regular hotel charges including local taxes shall be paid by the Employer directly to the hotel. Each Artist shall be responsible for the payment of any other charges incurred directly to the hotel. Advance arrangement for room assignment and all best efforts for expedited key distribution shall be made. In preparing travel schedules, every effort will be made to assure that arrival will be at a time when accommodations are normally ready for occupancy, and every effort will be made to schedule departure at a time which will enable retention of rooms until anticipated departure from the hotel.

(h) Emergency--In the event it is necessary that an Artist return to Chicago because of an emergency as herein defined, Employer shall arrange the required transportation and shall pay for or reimburse the Artist for reasonable and necessary expenses incurred in such travel. An emergency for the purpose of this provision shall include illness of the Artist which requires his return to Chicago, death or serious illness of a member of his immediate family, or an accident of similar gravity.

### 36. ENGAGEMENT OF ALIEN ARTISTS

Employer recognizes and agrees that the Ryan Opera Center/Lyric Unlimited is and will remain a predominantly American organization. All non-leading roles shall be assigned to American and Canadian Artists unless the Employer finds it artistically essential to assign such a role to a foreign Artist. The Employer shall continue to have the right to engage foreign Artists of proven distinguished merit and ability for leading roles. The term "foreign Artists" as used herein shall mean only a non-resident alien. AGMA agrees that nationality or national origin shall not be a criterion for eligibility for membership in AGMA.

### 37. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the interpretation, performance or breach thereof, that cannot be settled by the parties informally, shall be settled by arbitration in accordance with the rules set forth herein, provided such controversy or claim has been presented in writing by either party within one hundred twenty (120) days of the event giving rise to such grievance. Either party may demand such arbitration by giving written notice of such demand and the name of the arbitrator appointed by demanding party to the other party within sixty (60) days after the presentation of the written grievance, as set forth above, such sixty (60) days being subject to extension upon mutual agreement of the parties, with such agreement not being unreasonably withheld. 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 Arbitration Committee of the American Arbitration Association. The two arbitrators so appointed shall select a third within a period of ten (10) days after having received a panel of at least seven (7) arbitrators from the American Arbitration Association. Either party can request that the American Arbitration Association submit names of arbitrators who have had past experience in the music or fine arts industries. The arbitrator will be chosen by the parties alternatively striking with the moving party striking first. The arbitrators so appointed shall have no authority or power to add to, subtract from, change or otherwise modify any provisions of this Agreement. An award agreed to 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. The neutral arbitrators' fees and expenses and the cost of any hearing room shall be borne equally by the parties. All other costs and expenses shall be borne by the party incurring such costs and expenses.

38. SECURITY DEPOSIT

Employer shall furnish security in the amount equal to twice the average weekly compensation, inclusive of insurance and pension contributions, of all Artists in each year of this Agreement, which may take the form of a bond, the deposit of cash, a certified check, or other security acceptable to AGMA, provided that Employer shall be entitled to the interest earned on such deposit during the time Employer does not have possession of such monies. Employer need not furnish such security if the value of Lyric Opera of Chicago's endowment exceeds ten million (\$10,000,000) dollars during the entire term of this Agreement and Lyric Opera of Chicago provides proof, acceptable to AGMA and the AGMA delegates, at the commencement of each year of this Agreement of the value of its endowment.

39. FORCE MAJEURE

In case the Employer cannot perform because of fire, labor disputes, Act of God (except weather which results in the cancellation of a particular service other than when weather has previously rendered the facility unusable and the facility remains so unusable for the cancelled service(s)), determination by appropriate public authority or similar causes, the Employer shall provide the Artist with reasonably prompt written notice thereof and thereafter compensation shall not be paid for the time during which said services were not rendered for such reason or reasons.

40. NO PYRAMIDING OF PAYMENTS

There shall be no pyramiding of payments and the higher rate shall prevail.

41. TERM OF THIS AGREEMENT

The term of this Agreement shall commence on July 1, 2015 and shall terminate June 30, 2018. The successor Agreement to this Agreement shall be negotiated as part of the successor contract negotiations between AGMA and Lyric Opera of Chicago.

42. OBLIGATIONS OF SIGNATORIES

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

43. 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 affect the validity of any other provisions thereof.

44. FAILURE TO INSIST UPON PERFORMANCE

The failure of AGMA, Artist or Employer 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.

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 THE PATRICK G. AND  
SHIRLEY W. RYAN OPERA CENTER/  
LYRIC UNLIMITED

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING REGARDING  
PERFORMANCES (OTHER THAN PERFORMANCES OF EMPLOYER)

It is understood and agreed that if, during the Ryan Opera Center and/or Lyric Opera of Chicago season, an individual member of the Ensemble wishes to accept an engagement by an outside presenter, the Ensemble Member must secure the appropriate release from the Employer before accepting the engagement. Further, the member shall be responsible for negotiating his fee and all other details (e.g., transportation) of such engagement. The member shall also be responsible for making sure that all of his Ryan Opera Center and Lyric Opera of Chicago assignments are covered. The Ensemble Member shall retain all fees received for such engagements.

In the event that the Employer contracts with an outside party (other than Lyric Opera of Chicago or for Lyric Opera of Chicago or Ryan Opera Center related functions such as Board meetings) for an engagement including two (2) or more members of the Ensemble, the engagement shall be considered a tour or run-out under the terms of the Basic Agreement and, where appropriate and as required by the Basic Agreement, the Employer will provide no less than the monies required for transportation, meals, accommodations, etc. Ensemble Members shall not be entitled to receive any additional remuneration for such engagements, and all fees shall be retained by the Employer.

FOR THE AMERICAN GUILD  
OF MUSICAL ARTISTS:

FOR THE PATRICK G. AND  
SHIRLEY W. RYAN OPERA CENTER/  
LYRIC UNLIMITED

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING REGARDING  
RISING STARS IN CONCERT

All productions of Rising Stars In Concert will be subject to the terms of this Basic Agreement if such concerts are accompanied by the orchestra of the Lyric Opera of Chicago and such instrumentalists are subject to the terms of the collective bargaining agreement between their union and Ryan Opera Center for such productions. All Artists, other than Ensemble Members but including Stage Directors and Production Staff, will be contracted and compensated for all such productions under the terms of this Basic Agreement whether they are also contracted and compensated for the same period under the terms of the Lyric Opera Basic Agreement. Employer may broadcast this Concert live on 98.7 WFMT with simultaneous live streaming of the Concert at [www.wfmt.com](http://www.wfmt.com) or have a one-time delayed broadcast on 98.7 WFMT with simultaneous delayed streaming at [www.wfmt.com](http://www.wfmt.com). A 'scratch tape' may be made of the orchestra rehearsals prior to broadcast. Each AGMA member engaged for the Concert (including all Ensemble Artists participating in the Concert) shall be compensated \$131.07 (but not less than the base remuneration received by members of the AFM) with an additional 12% Pension contribution for the broadcast. Employer will check off dues for all AGMA members for broadcast compensation.

All other performances of Rising Stars In Concert will be in accordance with the terms of the Lyric Opera Basic Agreement.

All Ensemble Members shall receive eight (8) complimentary tickets to performances of Rising Stars In Concert.

FOR THE AMERICAN GUILD  
OF MUSICAL ARTISTS:

FOR THE PATRICK G. AND  
SHIRLEY W. RYAN OPERA CENTER/  
LYRIC UNLIMITED

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING  
REGARDING COMPOSER'S TAPES

It is understood that when Employer is involved in the development or premiere of a new work, Employer may give to the composer of this new work a copy of a videotape (with archival caption) and an analog audiotape, both made according to the provisions of the Agreement. These tapes may not be duplicated or otherwise reproduced. These tapes may not be used for commercial purposes, including broadcast by any means (including the internet), sale or promotional distribution. Composer may keep the videotape in perpetuity and may keep the audiotape for up to one (1) year. Employer shall take all reasonable steps, including obtaining a written agreement from the composer, to ensure no use other than that herein permitted.

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF AGREEMENT  
REGARDING TRAVEL FOR PERFORMANCES  
OTHER THAN AT THE CIVIC OPERA BUILDING

At the commencement of each year of their participation in the Employer's program for Ensemble Members, an AGMA delegate will poll each Ensemble Member regarding his willingness to drive his own vehicle, to drive an Employer-rented vehicle and/or to transport other Artists either in his own vehicle or an Employer-rented vehicle. All Artists, other than Ensemble Members, will be similarly polled by an AGMA delegate at the commencement of the rehearsal period of the production(s) for which they have been engaged. Other than in accordance with their willingness as expressed in such polls, Artists (including Ensemble Members) will not be asked or required on a performance day to drive their own vehicle, drive an Employer-rented vehicle and/or transport other Artists (including Ensemble Members) unless Employer, after use of its best efforts, has been unable to provide by any other means, at comparable cost, transportation of Artists (including Ensemble Members) to and from performances other than performances at the Civic Opera Building.

FOR THE AMERICAN GUILD  
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FOR THE PATRICK G. AND  
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LYRIC UNLIMITED

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF AGREEMENT  
REGARDING RYAN OPERA CENTER WFMT RECITAL BROADCAST SERIES

The details of this series involving current Ensemble and alumni members as well as other guest artists are as follows:

- Nine (9) one-hour recital programs, each to be broadcast on WFMT 98.7FM two times within one month (2012-13 schedule is the first Monday of the month and the following Sunday), October through June.
- Three (3) repeat one-hour broadcasts made of up excerpts, in whole or in part, of the above nine (9) programs, each to be broadcast on WFMT 98.7FM two times within one month, July through September.
- The nine (9) one-hour programs will be available for on-demand streaming (non-revenue generating) on the WFMT and Lyric Opera web sites from the date of broadcast through the following September.
- The programs will be taped at the WFMT Levin Performance Studio before a live audience of invited guests. Colin Ure, hired by WFMT, will assist as moderator.
- Complementing each of the nine (9) recital programs will be a 10-20 minute profile of spoken interviews with the Artist(s), which will be broadcast on WFMT 98.7FM the week preceding the respective recital broadcast.
- The Ryan Opera Center shall own all rights, title and interest including, without limitation, copyright in and to the Broadcast Recital Series.
- The Broadcast Recital Series shall primarily feature current Ryan Opera Center Ensemble Members, and some may perform on more than one program; on occasion, a Ryan Opera Center alumna/alumnus or other guest Artist may be invited to participate, in which case he will be issued an AGMA Standard Artist's Contract for Employment, with the ROC-AGMA Leading minimum weekly rate as the basis for his fee, pro-rated if applicable.
- Artists shall be given a CD copy of the recital recording for their personal use.
- Each Ryan Opera Center Ensemble Member, alumna/alumnus or other guest artist who performs in the Broadcast Recital Series during the period specified above shall be compensated a fee that matches the preceding Rising Stars in Concert radio broadcast fee (but not less than the base remuneration received by members of the AFM, if applicable) with an additional 12% Pension contribution.
- Ryan Opera Center will check off dues for all AGMA members for broadcast compensation.

FOR THE AMERICAN GUILD  
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LYRIC UNLIMITED

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_