

For the

# Work Rules & Contracts – Mailing Sheet

WRC meeting of: **MONDAY, JUNE 7, 2021 at 1:00 PM ET**

Enclosed please find:

Please check one :

**OK as is**  **No way**  **OK, but**

Please list your objections and concerns to be resolved before the WRC meeting:

**Minutes:**

**Waivers:**

**Contracts:**

**Metropolitan Opera**

**Schedule C:**

**Arbitration Reports:**

**Unfair Labor Practice/Job Action Authorization:**

**Other: APC Referral Regarding Auditions**

- 1. Sub-Committee report – Contract Standards**
- 2. Health & Safety**
- 3. Use of archival audio and video recordings**

This sheet will double as our agenda for our next meeting. Contact Candace Itow [citow@muscialartists.org](mailto:citow@muscialartists.org) or Jennifer Wallace [jwallaceagma@gmail.com](mailto:jwallaceagma@gmail.com) with your concerns as soon as possible will allow maximum time available for resolution prior to our next meeting.

Your name: \_\_\_\_\_ Telephone: \_\_\_\_\_

# Memo

**To:** Work Rules and Contracts

**From:** Sam Wheeler

**Date:** 6/4/21

**Re:** MET Documents

---

Attached please find the documents for WRC's meeting on Monday. Attached you will find:

- 1) The May 11 Term Sheet (modified on June 3 to address soloist concerns)--mostly contains economic components, positive and negative, of the deal.
- 2) April 30 Tentative Agreement Document--contains 'noneconomic' AGMA proposals the Met agreed to as part of an overall agreement
- 3) DEI Agreements
- 4) Per performance soloist cheat sheet--quick and easy way to see the components of the deal, as well as relevant matters to soloists; cheat sheets for other groups are available on the website.
- 5) Standards of Conduct Clause--"morals clause" for high profile folks
- 6) PDF of the PowerPoint from May 24--mostly useful for narrative, understanding the Met's initial proposals, etc. (This is by far the lowest priority item to review!)

Thanks!

Sam

**CONFIDENTIAL**

AGMA Response to Met Proposal—5/11/21; Modified 6/3/2021

1. Term of Agreement: 4 years (8/1/2021-7/31/2025).
2. Tentative Agreements: 4/27 term sheet as amended 4/30. Confirmed 5/11/2021.
3. Bridge Pay: Payments due under the Bridge Agreement MOU and health benefit contributions will be made until the earlier of the 2021/2022 season or December 31, 2021.
4. AGMA Proposal 2: AGMA to appoint one mutually-agreed member to the Met's Advisory Board of Directors. ACCEPT AGMA COUNTER PROPOSAL from 5/7/21.
5. AGMA Proposal 8(b): The Met will allow Weekly Solo Singers and Weekly Directors with sufficient service to buy into the Met's Long Term Disability Plan.
6. AGMA Proposal 11: The Met shall equalize the contributions to the Opera Fund and Pension Fund among all members of the Chorus. The Met will effectuate one deduction in the fall and one in the spring and spread the deduction across at least two pay periods. The amount of each deduction shall be three (3) rehearsal hours and a 5th show fee, notwithstanding the weekly guarantee rate.
7. AGMA Proposal 14(a): Choristers and Extra Choristers who cover a solo role shall receive a per performance fee equivalent to one half of one minor role performance fee.
8. AGMA Proposal 14(b): If a Chorister or Extra Chorister is present at the Met for a performance call and 1) suffers an injury, illness, or illness symptoms, and; 2) the Met requires the Chorister or Extra Chorister to withdraw because of the injury, illness, or illness symptom so that the Chorister or Extra Chorister cannot perform their solo, both the soloist and the cover will be compensated for the solo.
9. AGMA Proposal 27: Stage Director Health Insurance: Alter the health insurance benchmarks to provide that a stage director who is contracted for:
  - a. 20 weeks: Receives full AGMA Plan A Health Insurance for Individual (or Plan B Equivalent);
  - b. 10 weeks: Receives 50% of AGMA Plan A Health Insurance for Individual (or Plan B Equivalent)
10. AGMA Proposal 30: Stage Director Media Proposals:
  - a. Increase the single service guaranteed rate by \$20.
  - b. Equalize revenue sharing for Plan Stage Director with Plan Stage Managers, effective in year after reaching 50% restoration benchmarks.

11. AGMA Proposal 40: If a Staff Performer works seven (7) days in a row, any rehearsal hours on the seventh (7th) day and each consecutive day thereafter will be paid as premium rehearsal hours, for a minimum of four (4) hours.
12. AGMA Proposal 41: In the event a Staff Performer is required to lip-sync as part of the performance, they will be paid a per show fee of one half the spoken lines fee.
13. AGMA Proposal 50: Amend Section II, Article Twelfth, B(3) and B(4) to include weekly solo singers.
14. AGMA Proposal 55(f): Equalize the performance cover fee for Extra Dancers with the performance rate for Extra Dancers.
15. Wage Offset for AGMA Proposals: All salary/wage rates reduced by one percent (1.0%) effective 8/1/21.
16. Additional Wage Rate Reduction: All salary/wage rates reduced by an additional 2.7% effective 8/1/21. On July 31, 2024, these salary/wage rates will be restored to the rates in effect on May 11, 2021.
17. Health Care:
  - a. Effective at a time to be mutually agreed upon by the parties, all Regular Choristers, Plan Artist Solo Singers, the Plan Stage Director, Stage Managers, and Staff Performers will receive health coverage through AGMA Plan A. IMPLEMENTATION DATE TO BE AGREED UPON.
  - b. Per performance soloists working for the Met for a period encompassing four weeks or more shall be entitled to elect to divert a portion of their total compensation, on a pre-tax basis (if permissible), to cover the cost of AGMA Plan A for an individual.
18. Performance Attendance: In any week when a Chorister who is scheduled to sing four or fewer performances misses one or more of those performances (other than because the Met does not call them in or because of an illness or injury) on a day that they attend a rehearsal (except if they leave the rehearsal for an illness or injury), the Chorister's next fifth show in a week will be paid at the base contractual performance rate (which is \$344 as of May 2021). ~~In any week when a Chorister is scheduled to sing four or fewer performances and misses one or more of those performances, that Chorister's rehearsal pay in that same week will be reduced by the pro-rated value of the missed performance(s) pay.~~
19. Met Unit-Wide Proposal 3(b): TA
20. 20. Met Unit-Wide Proposal 7—Standards of Conduct: TA on Met Proposal from 5/11/21
21. Met Unit-Wide Proposal 8—Grievance Procedure: TA to AGMA version of 4/30/21.

22. Met Unit-Wide Proposal 9: In the event that full chorus rehearsals do not commence until after August 8, 2021, in order to facilitate a season opening on September 27, 2021, pre-season work calls during the 2021-22 pre-season may be scheduled as early as 10:30 and as late as 6:00 p.m.

23. Met Chorus Proposal 4: Regular chorus will be reduced to 74 effective immediately, provided that the Regular chorus will consist of 75 Choristers on July 31, 2025.

24. Met Chorus Proposal 5: TA effective with 2022-23 season.

25. Met Chorus Proposal 12: *Porgy & Bess* side letter to be rescinded.

26. Met Principal Solo Artist Proposal 35: TA to AGMA proposal 4-30-21, with fees reduced by the following amounts:

- a. For contracts with per performance fees of \$14,000 per performance or greater: 12.65%
- b. For contracts with per performance fees between \$12,000 and \$13,999 per performance: 9.5%
- c. For contracts with per performance fees between \$10,000 and \$11,999 per performance: 9%
- d. For contracts with per performance fees between \$6,000 and \$9,999 per performance: 8%
- e. For contracts with per performance fees of less than \$6,000: 6%

The reductions in soloist compensation permitted by this agreement will not apply to individual agreements for the 2025/2026 season and beyond, and will sunset on July 31, 2025. Any performances after that date will not be subject to the reductions provided herein.

27. Most Favored Nations: In the event the Met reaches an agreement with either Local 802, AFM or Local One, IATSE for a collective bargaining agreement commencing August 1, 2021 with an overall cost reduction that is less than that attained in the 2021-25 Met/AGMA collective bargaining agreement, the 2021-25 Met/AGMA agreement will be modified to reflect such lower percentage cost reductions.

If reductions in the 2021 Local 802 and/or Local One collective bargaining agreements are restored prior to July 31, 2024, the wage reduction in the 2021-25 Met/AGMA agreement will be restored as of that date(s).

28. COVID Safety: The parties agree to meet to discuss the return-to-work safety protocols including the Met's mandatory vaccination proposal within thirty (30) days of the execution of this Agreement, and as necessary depending on changing public health.

29. Residual Payments: Within 30 days of this Agreement, AGMA and the Met shall meet and confer to determine a solution to the issues raised in the Met's proposal regarding low-dollar residual payments.

30. Brush-Up Mini-Rehearsals: The parties will meet within 90 days of the execution of this Agreement to determine whether and under what conditions principal artists can be called for 10-minute brush-ups.

*Signature:* \_\_\_\_\_

The Metropolitan Opera

*Signature:* \_\_\_\_\_

American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

**UNIT-WIDE PROPOSALS**

1. The Parties agreement on Exclusivity, attached hereto as Exhibit A.
6. The Parties agreement on Breaks, attached hereto as Exhibit B.
7. Add Easter and Ramadan Eid to Religious Holidays in Section II, Article Seventh, Q, 3, Section III, Article Seventh, D, and Section IV, Article Seventh, F.
- 8(a). The Met will expand its Long Term Disability Plan to cover Plan Artist Solo Singers, Plan Stage Managers and Assistant Stage Managers.
9. Upon 24 hours notice, the Met will make best efforts to provide AGMA with confidential meeting space.
10. The Parties agreement on DEI, attached hereto as Exhibit C.

**REGULAR CHORUS**

11. The Met shall equalize the contributions to the Opera Fund and Pension Fund among all members of the Chorus. The Met will do one deduction in the fall and one in the spring and spread the deduction out over at least two weeks. The Parties will finalize the amount deducted before the conclusion of bargaining, with a process and amount consistent with the guarantee structure.
12. **PNOs**
  - (a). Choristers may rollover up to two unused PNOs to the subsequent season. No Chorister may ever have more than 6 PNOs in a given season. PNOs accrued annually will take priority over rolled-over PNOs. As in the past, the Met retains the right to approve usage of PNOs.
  - (b). The Chorus Master will meet with the AGMA Chorus Committee to discuss PNO restrictions for the upcoming season before the list of PNO restrictions is finalized.
15. **Short-Term Leave of Absence**
  - (a). Members of the Regular Chorus may request a short-term leave of absence of up to a maximum of six (6) weeks.
  - (b). Such request will be made in writing to the Chorus Master at the earliest opportunity, at least eight (8) weeks before the beginning of the requested leave and will be returned to the applicant no later than two (2) weeks after the request was made. Requests will be evaluated in the order in which they are made, except that Choristers who have not previously taken a leave of absence will be given priority.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

- (c). The decision to grant a short-term leave of absence shall be granted by the Met in its sole discretion.
  - (d). Choristers who take a short-term leave of absence will forgo salary payments, including media salary, during the leave of absence.
  - (e). A Chorister who is granted such leave will receive credited service for seniority and pension purposes. Revenue sharing payments will be received if made during the short-term leave period. Choristers will retain health insurance, disability insurance, and life insurance.
16. Choristers who volunteer and are assigned to work at Chorus Auditions will receive minimum wage or the rate equivalent to the rate paid to members of the Orchestra, whichever is higher.
17. The Met shall give Met Chorus Artists, Inc. five (5) HD performance clips of the committee's choosing annually, to be used for fundraising, educational, or promotional purposes, subject to rights restrictions that may exist.
18. The Met will continue current practice, considering members of the Regular Chorus for the positions of Chorus Manager and Chorus Assistant Manager. The Chorus Committee shall be given the opportunity to give input during the hiring process.
19. The Chorus Committee shall be given the opportunity to provide input in the interview and hiring process for Dressing Room supervisors.

**EXTRA CHORISTERS**

20. The Met will provide a guaranteed principal singer or principal soloist audition for all extra choristers in any year in which they appear in a Metropolitan Opera production.
- 21: The Met will adopt the same Sunday work rules for Extra Choristers as were established in the 2018 Memorandum of Agreement for Extra Dancers, as modified below.
- (a). If an individual is required to work a Sunday performance, he/she will be given another day off during the week (not necessarily Monday). If the Met cannot find another free day for the individual, Sunday work rules will apply to the Monday rehearsal.
  - (b). An individual cannot be required to work more than seven (7) consecutive days. If required to do so, he/she will receive double the hourly rate for all services performed on the eighth day.
  - (c). Notwithstanding anything to the contrary in 21(a) or 21(b), when calculating whether an individual has worked seven (7) consecutive days, a penalty day under paragraph F.1. of the 2018 Memorandum of Agreement will not be counted toward that total.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

- (d). If the Met schedules a performance or rehearsal that would require an individual to work more than seven (7) consecutive days, the Met may not replace the individual with a cover or not call the individual to the performance or rehearsal to avoid paying associated penalties.
22. Extra Choristers will be given a dress rehearsal pass for every dress rehearsal that takes place while they are staging or performing an opera for their personal use. Extra Choristers will receive two (2) dress rehearsal passes for every opera in which they appear. This provision will not apply to dress rehearsals that are closed to the public.
- 23(a). If performances of a production are added during the run of that production, the Met will communicate with AGMA and AGMA delegates in advance of reaching out to any individual Artist. The Met will inform AGMA as soon as possible but in no event less than two (2) weeks before the end of run.
- 23(b). Extra Choristers will be paid a fee of 50% of their performance fee for additional performances added after rehearsals for a production begin. Additionally, for Extra Choristers who reside outside of the New York City area, the Met will reimburse change fees for associated travel and provide a housing honorarium of \$500 for every two weeks the run of the production is extended.
24. Amend Section III, Article Fifth (J) to provide that an Extra Chorister earns one (1) year of seniority upon engagement for the Regular Chorus or Steady Extra Chorus for every two-year period in which they have been contracted, and have performed, for at least one-third (1/3) of the extra Chorus operas for which the Met has sought extra choristers in voice parts typically associated with the Extra Chorister's gender within that period.
- Amend Section III, Article Fifth (J) to provide that an Extra Chorister earns one year of seniority upon engagement for the Regular Chorus or Steady Extra Chorus for every season in which the Extra Chorister was engaged and performed as part of an ensemble consisting entirely or primarily of Extra Choristers (e.g., *Porgy and Bess*).
25. All Extra Choristers who have the right of first consideration for any production and for whom the Met has valid contact information will be notified annually for Chorus auditions, including which productions for the upcoming season will include Extra Choristers, on a confidential basis until the season is publicly announced. It is expressly understood that the Met will not be required to notify any Extra Choristers for whom the Met does not have an email address or adequate contact information.
26. All extra choristers shall receive a thorough orientation prior to their first rehearsal. The Chorus Manager, Chorus Administrator, and at least one Union Delegate shall be present for all orientations. Orientations may be held in small groups or on an individual basis. Said orientation shall include explanation of wages, rehearsal expectations, work rules, and the right to union representation; as well as a detailed tour of the building including introduction to safety procedures in the backstage areas.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

**STAGE DIRECTORS**

**28. Sunday Work Rules**

- (a). Alter Sunday Work Rules to provide that if a Stage Director works on Sunday, they will receive the adjoining Saturday or Monday as their Free Day.
- (b). Alter the Sunday Work Rules to provide that the Met cannot invade more than two consecutive Free Days.

**29.** If the Met co-produces a production that begins outside of the Met, at least one Stage Director must be present for the initial production at the originating company.

**30(b).** The Met agrees to include revival directors in the principal revenue pool, allocating up to 25% of the original director's share. AGMA will determine whether to exercise its rights under this proposal before the beginning of the 2021-2022 season, and determine the percentage, not to exceed 25%, that will be taken from the original director's share.

**STAGE MANAGERS**

**31.** The Met shall engage no fewer than seven (7) Stage Managers as 'Plan Artists' in each year of this agreement.

**STAFF PERFORMERS**

**33.** Staff Performers shall accumulate one sick day per year for each year of employment as a Staff Performer in addition to the one week of sick leave, applied retroactively.

**34.** When making casting decisions for cover roles, the Met will first consider Staff Performers for those roles. If the Met determines a Staff Performer is no longer suitable for a role they have previously performed, the Met will evaluate whether or not that Staff Performer can be utilized as a cover for that role and will use that Staff Performer as a cover where appropriate.

AGMA may refer utilization of Staff Performers to the Artistic Advisory Committee for further consideration.

**35.** Staff Performers will be notified of casting at least two (2) weeks before the start of rehearsal for a production, except in instances in which the Met must make a casting decision in less than two weeks (e.g., a super turns down a role and a Staff Performer is subsequently cast in that role).

**36.** An AGMA Delegate will have the right to be present in any Staff Performer auditions--including both auditions to hire new Staff Performers and discrete auditions for roles that could go to a Staff Performer in a particular production--and AGMA will be afforded sufficient notice so that a Delegate is practically able to attend.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

**37. Casting and Consideration**

- (a). Staff Performers cast in new productions will receive first Consideration in subsequent revivals.
- (b). Any Staff Performer not cast will have the right to know the reason why they were not recast upon request.
- (c). In the event that a Staff Performer is not recast because of internal scheduling conflicts, the Staff Performer will be given right of first consideration to cover the role. AGMA expressly understands that there are instances where covers are necessary for all rehearsals, and that that necessity would trump any right of consideration.
- (d). If a Staff Performer is not recast because of scheduling conflicts, the Staff Performer will retain right of first consideration in subsequent revivals.
- (e). If a Staff Performer misses a season due to illness, injury, or pregnancy, the Staff Performer will retain their priority of casting.

**38.** Any Staff Performer who is prevented by the rules of his/her religion from participating in a rehearsal and/or performance on the first day of each of the Jewish High Holy Days, Good Friday, Easter Sunday, or Ramadan Eid shall be excused without loss of any portion of his/her weekly compensation. It is further understood that any Staff Performer wishing to be excused for professional as opposed to religious reasons to participate in another engagement during these Holy Days must apply for a release, and that if the release can be granted, any missed services will be deducted from the Staff Performer's weekly compensation on a pro-rata basis.

**39.** In the event that the Met tours with the Met Company, the Met will consider the use of staff performers on tour and will meet and confer with AGMA to discuss staff performer utilization before a final decision is made.

**SOLOISTS**

**42:** In the event that a force majeure event prevents Artists who reside outside of the New York Metro Area from departing the New York Metro Area as scheduled, the Met will pay the impacted Artists the prevailing GSA per diem rate for each day they are unable to leave the New York Metro Area, up to a total of seven (7) days.

**43.** Soloists have the right to decline notes during breaks, and there will be no retaliation against those who do so.

**44.** The Parties will establish a subcommittee to continue discussions on this subject. The subcommittee will first meet no later than 90 days after the effective date of this Agreement. Any

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

agreements resulting from these discussions will be memorialized as a side letter to the CBA.

45. The Met will endeavor not to call any solo singer performing a role with substantial stage time and/or a prominent singing role but not classified as a leading role to a morning rehearsal the day of the performance with the exception of a stage rehearsal, in which case the Met will endeavor not to call the Artist for an afternoon rehearsal.
46. AGMA may refer issues of coaching for soloists to the Artistic Advisory Committee for further consideration.
47. The Met will provide every soloist who appears in a Met production one ninety (90) second digital recording for personal and promotional purposes. Any such clip will include credit to the Met. Provision will be subject to any rights restrictions.
48. **Payment of Principal Artists on Individual Artist Agreements**
- (a). All weekly and per performance soloists will receive all weekly rehearsal pay upon arrival to the Met.
- (b). The Met will reimburse soloists for reimbursable travel expenses at the time receipts are submitted for any travel the Met cannot book or travel that would be impracticable for the Met to book (e.g., travel with components other than point-to-point travel). The amount of reimbursement will be in accordance with current practice, and the Met is entitled to recoup the cost of any reimbursement in the event a soloist cancels.
49. The Met will provide per performance and weekly soloists with informational materials provided by AGMA with onboarding paperwork.
51. Bereavement leave for immediate family, as defined in the CBA, will be granted for up to three consecutive rehearsal days. If the singer misses the final dress rehearsal, the Met may elect to replace the singer for the first performance of the run (without a fee being owed for that performance).

**DANCERS**

**54: Casting and Retention**

- (b). The Met agrees not to replace dancers with supers unless the original or planned dance part has been cut from the production.
- (c). In the event that a dancer misses a season of a production because of pregnancy or catastrophic injury, the dancer will retain their priority of casting. In the event that that dancer does not return to the Met or declines the role in the future, the priority will shift to dancer who performed the role in their absence.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

- (d). Offers of reengagement will be made as early as practicable, but in no event longer than 30 days after end of the season.

**55. Auditions**

- (a). Payscale information and any extraordinary content shall be included in the audition notice, as the information is known to the Met at the time of the audition.
- (b). The MET will send Dancers offers of employment for new productions by telephone and email. The Met will make best efforts to provide notice no later than one week from the final audition day. Offers should be as detailed as possible regarding the nature of the role.
- (c). The offer shall come from Dance Department Staff.
- (d). To the extent the information is known at the time, the employment offer shall contain rehearsal expectations, all scheduled stage rehearsals and performances, wages, and any extraordinary content, such as hazardous activities, body make-up, heavy lifting, nudity, intimacy, lip-synching, etc.
- (e). Dance Department Staff shall be responsible for maintaining a roster of alternate dancers chosen at the audition, and that roster must be provided to AGMA delegates. Any positions that become available during the creation of new productions or for vacancies that arise during the season shall be offered to dancers on the alternate roster.
- (g). As new productions move into repertoire, the Dance Department shall make good faith efforts to maintain and elevate diverse representation of dancers.

- 56.** In addition to the scheduling details presented at contract signing, the MET will make best efforts to send schedules to dancers as early as available, but no later than Thursday at 3pm ET.

- 57.** All dancers shall receive a thorough orientation prior to their first rehearsal. The Dance Director, or the Deputy Dance Director if the Dance Director is unavailable, and a Union Delegate shall be present for all orientations. Orientations may be held in small groups or on an individual basis. Said orientation shall include explanation of wages, rehearsal expectations, work rules, and the right to union representation; as well as a detailed tour of the building including introduction to safety procedures in the backstage areas.

**58. Offsite Rehearsals**

- (b)(i). The Met will ensure that the facilities are adequate to ensure the health and safety of the dancers and their belongings.
- (b)(ii). The Met will ensure that such rehearsals occur under suitable conditions which have, at minimum, a suitable dance floor for the type of work being done, adequate air quality and

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

climate control, and adequate facilities to meet the needs of nursing mothers, and a dressing space (e.g., not a bathroom stall). If the Met rents space from an entity with a school or second company that includes minors, the Met will ensure that Met dancers are not sharing dressing space with those individuals. If the space does not have capacity to secure belongings, the Met will make provisions to allow for dancers to secure personal items.

- (b)(iii).** At such rehearsals, there will be a qualified member of Met staff responsible for the health and safety of the dancers. This individual may be a qualified member of the Dance Department or an assistant stage director, as applicable.
  - (b)(iv).** The Met will factor travel time into the scheduling of these rehearsals, such that dancers are not in danger of missing services at the Met due to travel.
  - (b)(v).** The Met will compensate dancers for actually-incurred, required travel time between the Met and the offsite facility, not to exceed thirty (30) minutes if the offsite facility is in Manhattan, below 168<sup>th</sup> Street, and not to exceed one (1) hour if the offsite facility is above 168<sup>th</sup> Street or in an outer borough.
  - (b)(vi).** The Met will make best efforts to not hold an off-site rehearsal on a day where there is a Met audition.
  - (c).** The Met will advise dancers of offsite rehearsals in their offer letter or as soon as the Met is aware of the necessity of conducting such rehearsals.
  - (d).** The Met will indicate in audition notices what roles it is looking to fill to the extent such information is known. AGMA and the Met will meet prior to the 2021-2022 season to discuss the form of the notice and the information provided.
  - (e).** The Met will inform AGMA as soon as it knows that it plans to hold off-site rehearsals of any kind and afford AGMA a reasonable opportunity to meet and confer with regards to health and safety protocols prior to any work commencing.
  - (f).** If the Met is involved in the selection of dancers to work during pre-production with a choreographer or artistic team prior to bringing a work to the Met, the Met will inform AGMA and select dancers through an equitable process.
- 59.** The Parties will, at the conclusion of the Met's investigation, continue discussions related to the culture in the dance department.
- 60.** If the Met schedules a performance or rehearsal that would require an individual to work more than seven (7) consecutive days, the Met may not replace the individual with a cover or not call the individual to the performance or rehearsal to avoid paying associated penalties.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

- 61(a).** If performances of a production are added during the run of that production, the Met will communicate with AGMA and AGMA delegates in advance of reaching out to any individual Artist. The Met will inform AGMA as soon as possible but in no event less than two (2) weeks before the end of run.
- 61(b).** Extra Dancers will be paid a fee of 50% of their performance fee for additional performances added after rehearsals for a production begin. Additionally, for Extra Dancers who do not reside in the New York City area, the Met will reimburse change fees for associated travel and provide a housing honorarium of \$500 for every two weeks the run of the production is extended.
- 62.** AGMA may refer issues regarding dancer lip-synching to the Artistic Advisory Committee.

**PROPOSALS RELATING TO PRODUCTIONS OF *PORGY & BESS***

- 63.** In the season prior to a production of Porgy and Bess, the Met shall meet with AGMA and representatives of the Porgy and Bess ensemble to discuss issues and concerns and, through mutual agreement, agree on necessary preparations to ensure the health, safety, and comfort of the Porgy and Bess cast.
- 64.** Section III, Article Ninth of the CBA shall be amended to provide that auditions for solo roles in *Porgy and Bess* shall be held on two weeks' notice, held in a proper acoustical hall (such as List Hall), and before an appropriate number of judges, which shall consist of members of the Met's musical staff. Covers will also be assigned on the basis of these auditions. All members of the *Porgy and Bess* ensemble shall be eligible to audition for solo roles.
- 65.** In any season where the Met conducts a production that includes an ensemble comprised primarily of extra choristers, the Met will ensure that the men and women choristers in the production are afforded a dressing space with assigned stations, access to bathrooms, personal lockers to secure belongings, adequate lighting, and mirrors. The parties will meet within sixty (60) days of execution of this Agreement concerning the specific space(s) that will be utilized.
- 66.** The Met will ensure cultural competence and skill with diverse hair textures and makeup for diverse cast members. To do so, the Met will retain qualified consultants as appropriate and will train its wig/hair and makeup staff. The Met will strive to diversify the staff in the hair and makeup department. The Met will meet with AGMA prior to the 2021-2022 season to discuss the implementation of this proposal and to receive input from Artists concerning their own hair and makeup.

**SAFETY**

The Parties agree that the Joint Safety Committee established in the 2018 Agreement will meet within ninety (90) days of the execution of this Agreement to discuss the safety proposals attached to the Agreement as Exhibit D.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

**2021 Negotiations**  
**April 30 Tentative Agreements**

70. There shall be a designated Safety Delegate who works in coordination with the Dance Director and Deputy Dance Director to ensure that best practices are followed and maintained to ensure the safety of the Dancers.
71. If an Artist is injured during a performance or rehearsal, the Met shall provide, upon request, a member of Met staff or the company, to accompany that Artist to the hospital. No Artist will lose a performance or rehearsal fee as a result of going to the hospital or accompanying a fellow Artist to the hospital.

**COVID-19 Related Protocols**

77. AGMA and the Met will develop a mutually-agreed upon COVID-19 safety plan prior to the resumption of any in-person work.
78. Sick leave taken for COVID-19 or vaccine-related reasons will not draw-down sick leave or result in missed performance fees.

**Grievances**

Resolved grievances, affixed hereto as Exhibit E.

*Signature:* \_\_\_\_\_

The Metropolitan Opera

*Signature:* \_\_\_\_\_

American Guild of Musical Artists

*Signature:* \_\_\_\_\_

The Metropolitan Opera

*Signature:* \_\_\_\_\_

American Guild of Musical Artists

## Exhibit C

### Anti-Racism / DEI Agreement—4/29/21

1. In the event that the Met has any hiring opportunities for any AGMA-represented group other than per-performance solo singers, the Met will post hiring opportunities in a broader range of outlets than in the past, and shall endeavor not to post behind a paywall. The list of outlets used may vary depending on the position. Lists of outlets for postings will be developed with input from the AGMA DEIC. The Met may change these lists from time to time, including favoring certain outlets due to time restrictions to fill certain roles provided it first meets with AGMA to discuss the proposed changes. Postings will be designed to increase the number of traditionally underrepresented artists in all positions and roles. The outlets used for postings may include, but shall not be limited to:
  - Historically Black Colleges and Universities
  - Dance magazine
  - Backstage
  - DanceNYC
  - Dancing-Opportunities
  - Opera America
  - Classical Singer
  - Yaptracker
  - Bilingual Publications
  - Dance Studios
  - On the Met website in an easily accessible manner
  - Indeed
  - Glassdoor
  - Handshake
  - <https://www.dancejobs.com/https://www.danceusa.org/jobsandauditions>
  - <https://singersauditions.com/auditions-and-more-news-page/>
  - <https://creative-capital.org/>
  - <http://www.naatco.org/>
  - <https://allcasting.com/>
  - <http://www.blacktheatrenetwork.org/>
  - International Association of Blacks in Dance
  - Conservatories and Universities
2. The Met will expand the circulation of postings in a manner that assists in the recruitment of candidates from groups that have been traditionally underrepresented at the Metropolitan Opera and within the opera industry.
3. When the Met seeks candidates for a vacant bargaining unit position the position will be posted for a minimum of three weeks except where impracticable, such as in the event of an unanticipated illness or injury or cancellation.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

## Exhibit C

4. The Met will meet at AGMA's request to hear suggestions on steps it can take to increase notification to groups traditionally underrepresented at the Metropolitan Opera and within the opera industry. Disputes about whether the Met unreasonably refused to implement these suggestions will be referred to the AGMA DEIC within thirty (30) days of the dispute.
5. The Met will provide a report to AGMA with the following information on at least an annual basis: (i) a report of hires into bargaining unit positions made in the last twelve months, including name, length of contract or number of performances, position, and total compensation (including, e.g. per diem, penalty payments, etc.); (ii) specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented at the Met and in opera. The Met will copy AGMA on postings for open bargaining unit positions.
6. The Met recognizes the importance of having a casting process free from bias, whether explicit or implicit. To that end, except where there is a significant cost factor or role-based artistic decision, casting will not be based on body type or costume availability/fit.
7. The Met will have open process auditions when there are openings for plan artist solo singers or staff performers, and when there are openings, including but not limited to annual auditions, for the regular and extra chorus. Any Artist who has performed in relevant roles at the Met within the previous five (5) years will be informed about the schedule of these auditions.
8. At least once per year, the Met will hold a separate "house" audition for the Dance Department, open exclusively to every dancer who performs or covers at the Met in that season. These auditions will be for the express purpose of considering dancers for engagement across all Met productions, including in Principal Dancer roles.
9. The Met recognizes the importance of having a casting process free from bias, whether explicit or implicit. To that end, the Met will endeavor to have BIPOC individuals provide meaningful input into casting decisions.
10. Within 90 days of ratification of this agreement, the Met will meet with representatives from AGMA, including AGMA members, to develop audition screening criteria, including but not limited to criteria for open process auditions, in order to ensure a diverse applicant pool for all bargaining unit positions.
11. When the Met seeks candidates for non-performer bargaining unit positions that are filled through means other than audition, the Met will ensure that it interviews at least one (1) candidate from groups traditionally underrepresented in the Metropolitan Opera bargaining unit prior to making a hiring decision.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

## Exhibit C

12. A weekly or per performance solo singer engaged through race-specific casting who has not performed previously at the Met in a non-race-specifically-cast role will be actively considered for equivalent or greater roles during the subsequent four (4) New York seasons. In addition, the Met will submit a report to AGMA and the AGMA DEIC identifying the number of weekly or per performance solo singers rehired in a non-race-specifically-cast role, identifying the role and the number of years between the race-specifically-cast and the non-race-specifically-cast roles.
13. Within 90 days of ratification of this agreement, the Met will undertake an anonymous demographic survey of all individuals working in bargaining unit positions. The Met will conduct this survey annually. The survey will inquire about the following information:
  - (a) Ability
  - (b) Age
  - (c) Ethnicity/National Origin
  - (d) Gender Identity
  - (e) Racial Identity
  - (f) Religion
  - (g) Sexual Orientation
  - (h) Socioeconomic Status

An Artist may, at their request, update the information provided in the annual survey. No employee will be required to disclose any demographic information of any kind as part of this process. AGMA agrees to encourage full bargaining participation in the survey. The Met will not disclose answers to this survey in a manner in which responses may be attributed to any individual Artist outside of Human Resources or the Offices of the Met's Chief Diversity Officer without the express consent of AGMA and the Artist.

The Met will submit an anonymized report of this demographic survey, complete with annual salary information and job title, to AGMA by each August 1.

14. The Met will contract with a qualified outside organization(s) to develop and conduct Met-tailored anti-racist, racial justice, cultural competence and other appropriate training for all staff, including managerial staff, and third-party contractors working consistently at the Met, and any individuals who work with or have contact with Artists in an artistic capacity.

The Met will ensure that this annual training is of sufficient length, as well as interactive, to adequately address these issues. The training will include active participation, and verification of completion. The Met will meet with the AGMA DEIC in order to obtain feedback and discuss topics for inclusion, the format of the training and ideas for improvement. Questions about the adequacy or sufficiency of the training will be referred to the AGMA DEIC.

Signature: \_\_\_\_\_  
The Metropolitan Opera

Signature: \_\_\_\_\_  
American Guild of Musical Artists

## Exhibit C

AGMA bargaining unit members will be afforded the opportunity to give feedback on the training each year and to offer suggestions for improving the training in future years.

15. The Met will ensure that all individuals working consistently at the Met or with Met Artists, including any employees, contractors, vendors, or partners—inclusive of but not limited to individuals working with or having contact with Artists in an artistic capacity—receive sufficient training and are required to abide by the Met’s anti-discrimination policies, as well as the anti-discrimination provisions contained in the CBA and NY law. The Met’s anti-discrimination policy will be included in the contracting materials the Met provides to all employees, contractors, and third parties.
16. In the event that an AGMA bargaining unit member wishes to report a violation of the Met’s policies against racial discrimination or mistreatment based on a protected characteristic, the Met will afford the member the right to union representation throughout the reporting process.
17. The Met will communicate to all bargaining unit members annually regarding its process for reporting complaints of discrimination, which includes maintaining the confidentiality of such complaints, consistent with conducting a thorough investigation.
18. The Met and AGMA will, during the 2021 negotiations, meet and confer on issues relating to make-up, hair, costumes, and other items related to creating an Artist’s on-stage appearance, after which AGMA may make concrete proposals on these subjects.
19. Within 90 days after ratification, the Met will establish an AGMA Diversity Equity & Inclusion Committee (the “AGMA DEIC”). The cross-section of the Met’s representatives on the Committee will be inclusive of employees/departments involved in the Met’s core functions, decision-making, and public presence, including individuals involved with casting, making artistic decisions, and making promotional and marketing decisions. The AGMA DEIC will discuss all of the issues contained in this proposal and will review DEI concerns in at least the following areas and through the following efforts:
  - On-Boarding Processes;
  - Outreach and marketing for artistic, production, administrative and technical roles;
  - Development of anonymous and voluntary demographic employee surveys;
  - Reviewing and tracking of outreach/recruiting mechanisms;

*Signature:* \_\_\_\_\_  
The Metropolitan Opera

*Signature:* \_\_\_\_\_  
American Guild of Musical Artists

## Exhibit C

- Reviewing and tracking audition and casting processes;
- Efforts to have BIPOC individuals provide meaningful input on casting decisions.
- Efforts to advance diversity of staff in all departments, including but not limited, to the artistic, production and administrative areas.
- Developing/suggesting training focused on anti-discrimination, anti-racism, implicit bias, unconscious bias, preventing gender violence and sexual harassment, cultural competency and creating a safe working environment.

The AGMA DEIC shall meet regularly.

The AGMA DEIC will report to AGMA on the progress of the Met's DEI work.

In the event that the Met forms a DEIC Working Group with other unions, AGMA will have a sufficient number of members on the Working Group (at least equal to other participating unions) to ensure inclusive representation. AGMA will choose its own members.

20. The AGMA DEIC shall make recommendations on anti-racist initiatives and actions to be taken.
21. The DEIC Working Group will consider ways that the Met can use its power and influence in the opera industry to promote racial justice and to eliminate discrimination within the opera industry.
22. A meeting each year of the DEIC Working Group should include advance information on programming and promotional plans to facilitate the work of the DEIC Working Group.

*Signature:* \_\_\_\_\_  
The Metropolitan Opera

*Signature:* \_\_\_\_\_  
American Guild of Musical Artists

## AGMA – Met 2021 Tentative Agreement

### *Per Performance and Weekly Soloist Ratification Cheat Sheet*

**JUNE 3 UPDATE:** After discussions with the Met, the Tentative Agreement has been modified. All Per Performance Soloist compensation reductions will now end at the conclusion of the 2024-2025 season. There will be no reductions to any Per Performance contracts for work after the 2024-2025 season.

### **Agreement Basics and Met Proposals**

1. Term: 4 year agreement (August 1, 2021 – July 31, 2025)
2. Most Favored Nations Clause: If Local 1 or Local 802 negotiate a more favorable deal, we go back to the bargaining table and renegotiate to get an equivalent agreement.
3. The Regular Chorus will be reduced by attrition from 80 members to 74 members. The Regular Chorus will increase to 75 members on July 31, 2025.
4. The Regular Chorus, Stage Managers, Plan Artist Solo Singers, the Plan Stage Director, and Staff Performers will move from the Met’s Health Plan to AGMA Plan A in Fall 2021.<sup>1</sup>
5. Rate reduction for groups other than per performance soloists:
  - a. 1% permanent cut.
  - b. 2.7% temporary cut, reinstated on July 31, 2024.
6. Rate reduction for per performance soloists, on existing and future contracts, tiered by per performance/cover fee (inclusive of performance fee, rehearsal pay, and per diem):
  - a. Contracts with fees greater than \$13,999: 12.65%
  - b. Contracts with fees from \$12,000-\$13,999: 9.5%
  - c. Contracts with fees from \$10,000-\$11,999: 9%
  - d. Contracts with fees from \$6,000-\$9,999: 8%
  - e. Contracts with fees less than \$6,000: 6%
  - f. **JUNE 3 Update: All compensation reductions will end with the expiration of the agreement. Per Performance contracts for work after the 2024-2025 season will not be reduced.**

---

<sup>1</sup> See documents explaining to AGMA Plan A for more information.

Please review the “Per Performance Soloist Reduction Information” sheet for more information.

7. Standards of Conduct Clause<sup>2</sup>
8. In any week when a Chorister who is scheduled to sing four or fewer performances misses one or more of those performances (other than because the Met does not call them in or because of an illness or injury) on a day that they attend a rehearsal (except if they leave the rehearsal for an illness or injury), the Chorister’s next fifth show in a week will be paid at the base contractual performance rate.
9. Elimination of paper contracts for Regular Choristers, beginning in the 2022-2023 season.
10. Elimination of the option for per performance soloists to elect a year of pension credit in lieu of severance (no soloist elected this option in the last CBA).
11. Streamlined Grievance and Arbitration mechanisms.<sup>3</sup>
12. Rescission of the *Porgy and Bess* Sideletter (mutual proposal).
13. If the pre-season is shortened, pre-season rehearsals for 2021-2022 can begin as early as 10:30am and end as late as 6:00pm.

### **AGMA Unitwide Gains**

1. Comprehensive DEI agreements.<sup>4</sup>
2. Exclusivity
  - a. Expand AGMA’s jurisdiction to include recorded works and productions that are not performed before live, paying audiences.
  - b. Increase outsourcing protections for the Regular Chorus by tying use of the Chorus to use of the Orchestra, except in rare circumstances.
  - c. Preserving subcontracting protection for the Regular Chorus (*e.g.*, The Met could not use the Bolshoi Opera Chorus instead of the Met Chorus for a production).
3. AGMA will appoint one mutually-agreed upon representative to the Met Advisory Board. The Met will not unreasonably withhold consent to AGMA’s appointment.

---

<sup>2</sup> A copy of the Standards of Conduct Clause is available on the Ratification Resource Page.

<sup>3</sup> A copy of the new Grievance and Arbitration procedure is available on the Ratification Resource Page.

<sup>4</sup> A copy of the DEI Agreements is available on the Ratification Resource Page.

4. Comprehensive Break Language
  - a. Aligned breaks across work groups and with the Orchestra to lead to more efficient rehearsals.
  - b. Established break language for the first time for soloists and staff performers.
5. Added Easter and Ramadan Eid to list of covered Religious Holidays and established Religious Holidays for Staff Performers, who previously did not have them.
6. Long-Term Disability
  - a. The Met will expand its Long-Term Disability Plan to cover Plan Artist Solo Singers, the Plan Stage Director, and Stage Managers.
  - b. Weekly Solo Singers and Weekly Directors with sufficient service may buy into the Met's Long-Term Disability Plan.
7. On 24-hours notice, the Met will make best efforts to provide AGMA with a confidential meeting space.
8. The Met will provide a thorough orientation for all Per Performance categories, which will include information about wages, rehearsal information, work rules, the right to union representation, safety procedures, and a detailed tour of the building.
9. Bridge Pay
  - a. Bridge Pay will continue per the 2021 Bridge Agreement, until December 31 or the beginning of the season, whichever is earlier.
  - b. If the start of the 2021-2022 season is delayed, AGMA and the Met will meet to discuss recompense for Extra Choristers and Soloists.

#### **Per Performance and Weekly Soloist Specific Gains**

1. Payment of Principal Artists on Individual Artist Agreements
  - a. All weekly and per performance soloists will receive all weekly rehearsal pay upon arrival to the Met.
  - b. The Met will reimburse soloists for reimbursable travel expenses at the time receipts are submitted for any travel the Met cannot book or travel that would be impracticable for the Met to book (e.g., travel with components other than point-to-point travel). The amount of reimbursement will be in accordance with current practice, and the Met is entitled to recoup the cost of any reimbursement in the event a soloist cancels.
2. Health Care

- a. Weekly soloists will receive health care on the same basis as weekly directors:
    - i. Soloists contracted for more than 20 weeks will receive full AGMA Plan A Coverage for an individual for one year.
    - ii. Soloists contracted for more than 10 weeks will receive 50% of AGMA Plan A Coverage for an individual for one year.
  - b. Per performance soloists working for the Met for at least four weeks will be entitled to divert a portion of their compensation to cover the cost of AGMA Plan A for an individual for one year.
3. In the event that a force majeure event prevents Artists who reside outside of the New York Metro Area from departing the New York Metro Area as scheduled, the Met will pay the impacted Artists the prevailing GSA per diem rate for each day they are unable to leave the New York Metro Area, up to a total of seven (7) days.
  4. Soloists have the right to decline notes during breaks, and there will be no retaliation against those who do so.
  5. The Parties will establish a subcommittee to continue discussions on this subject. The subcommittee will first meet no later than 90 days after the effective date of this Agreement. Any agreements resulting from these discussions will be memorialized as a side letter to the CBA.
  6. The Met will endeavor not to call any solo singer performing a role with substantial stage time and/or a prominent singing role but not classified as a leading role to a morning rehearsal the day of the performance with the exception of a stage rehearsal, in which case the Met will endeavor not to call the Artist for an afternoon rehearsal.
  7. AGMA may refer issues of coaching for soloists to the Artistic Advisory Committee for further consideration.
  8. The Met will provide every soloist who appears in a Met production one ninety (90) second digital recording for personal and promotional purposes. Any such clip will include credit to the Met. Provision will be subject to any rights restrictions.
  9. The Met will provide per performance and weekly soloists with informational materials provided by AGMA with onboarding paperwork.
  10. Bereavement leave for immediate family, as defined in the CBA, will be granted for up to three consecutive rehearsal days. If the singer misses the final dress rehearsal, the Met may elect to replace the singer for the first performance of the run (without a fee being owed for that performance).

## Agreement re Standards of Conduct

All Artist form contracts for per-performance singers and principal dancers, visiting directors and choreographers shall be amended to add the following provision:

### Standards of Conduct

1. The Metropolitan Opera's policies governing the conduct of members of the AGMA bargaining unit, including but not limited to its policy prohibiting discrimination and harassment, are equally applicable to Artist.
2. In the event that, following execution of the Artist's contract, the Metropolitan Opera becomes aware of serious conduct or substantiated allegations that threaten to or do bring the Metropolitan Opera into disrepute or scandal, including but not limited to sexual assault or harassment, criminal convictions (other than drug possession with no intent to distribute) or acts of moral turpitude, the Metropolitan Opera may, upon written notice, terminate this Agreement, in which event the Metropolitan Opera shall not have any further obligations to Artist, including any financial or other obligations such as travel or accommodation.
3. AGMA shall retain the right to contest, through arbitration, whether or not the identified conduct is violative of this provision.
4. Private, non-criminal conduct between consenting adults which does not constitute sexual assault, harassment or discrimination and which is reasonably expected to remain private shall not be considered conduct which is violative of this provision.
5. An Artist shall have a right to union representation if the Metropolitan Opera seeks to invoke this provision. In the event that the Metropolitan Opera seeks to interview a bargaining unit member who it believes may have violated the standards of conduct set forth above, the Metropolitan Opera will (a) inform the Artist of the right to have representation during any investigatory interview, (b) to the extent reasonable under the circumstances, provide AGMA with at least twenty-four (24) hours' notice prior to the interview, and (c) to the extent reasonable under the circumstances, an AGMA representative shall attend such interviews unless the Artist declines representation.

*UPDATED Thursday, June 3, 2021*

**Met/AGMA**  
**Tentative Agreement**  
**Info Session**

---

Monday, May 24, 2021 at 7:30pm ET

**AGMA**  
**@TheMET**

# Agenda

# Welcome!

- Brief explainer on some common terms.
- Recap of the negotiation and how we arrived at a deal.
- Outline of the Met's initial proposals made in February 2021.
- Review the cost saving measures we agreed to as part of an overall agreement.
- Share the gains we achieved for every group of AGMA artists working at the Met.

# What's Next

This  
week!

- Meetings with individual work groups to answer questions and discuss:
- Tuesday, May 25:
  - Dancers: 10:00 a.m. - 12:00 p.m.
  - Staff Performers: 2:00 p.m. - 4:00 p.m.
  - Stage Managers: 7:00 p.m. - 9:00 p.m.
- Wednesday, May 26:
  - Per-Performance & Weekly Soloists: 2:00 p.m. - 4:00 p.m.
  - Plan Artist Solo Singers: 5:00 p.m. - 7:00 p.m.

# What's Next

This  
week!

- Thursday, May 27:
  - Extra Chorus: 2:00 p.m. - 4:00 p.m.
  - Regular Chorus: 5:00 p.m. - 7:00 p.m.
- Friday, May 28:
  - Stage Directors: 2:00 p.m. - 4:00 p.m.
- Voting will start after work group meetings and will run through June 3.

# Glossary

## Some Key Terms

- *CBA*: Collective Bargaining Agreement. This is the main contract that governs work for AGMA artists at the Met.
- *Individual Artist Agreement*: the “contract” you sign as an artist. This Agreement is subject to the terms of the CBA.
- *AGMA Committee*: A group of your fellow artists representing every working group that negotiated this contract.

# Glossary

## Some Key Terms

- *Tentative Agreement*: A deal between AGMA and the Met, subject to a shop vote and ratification.
- *Delegate*: An AGMA member who represents their fellow artists at the Met.
- *DEI*: Diversity, Equity, and Inclusion.
- *“Pay or Play”*: The legal language that guarantees payment under AGMA contracts.

# Who does AGMA Represent at the Met?

(A lot of different groups!)

- Choristers: Regular Choristers and Extra Choristers.
- Soloists: Per-Performance Soloists, Weekly Soloists, Plan Artist Solo Singers.
- Stage Managers.
- Stage Directors: Weekly and Guest Directors.
- Staff Performers.
- Dancers: Extra and Principal Dancers.
- Choreographers, occasional Puppeteers, etc.

# How We Got Here

## Timeline

- Summer 2020 – December 2020: AGMA prepares for negotiations. Work groups select representatives for the AGMA Committee, those representatives meet to formulate proposals throughout the summer and fall.
- January 2021: The Met asks to open negotiations for a new CBA. AGMA and the Met negotiate terms for the negotiations.
- February 2021: AGMA and the Met begin 8 weeks of bargaining.

# How We Got Here

## Timeline

- March 2021: AGMA and the Met agree to extend talks for an additional 4 weeks.
- Late April/Early May: AGMA and the Met agree to two additional 1-week extensions of bargaining.
- May 11: AGMA and the Met reach a Tentative Agreement for a successor CBA.
- May 24: AGMA begins ratification process.

# Our Strategy

## Bargaining Tactics

- The “Our Stuff First” strategy.
- Big Table, Small Table.
- Why we decided to negotiate “early.”
- Other unions.

# Thank you to our Incredible Committee!



# The Met's Proposals

February  
2021

- Five-year agreement.
- Transition full-time employees to to the Administrative Health Care Plan, subject to change at the Met's sole discretion.
- Restructure the way the Regular Chorus is paid, resulting in a ~25% pay cut.
- Eliminate SUB for Plan Artists and Stage Managers and pay vacation at 50% for Plan Artists and Staff Performers.
- Permanently reduce the Regular Chorus by 6 members.
- Permanently change pension accrual rate to 1%.

# The Met's Proposals

February  
2021

- Eliminating established work rules and benefits:
  - Gap penalties
  - Performance penalties
  - Preparation allowances
  - Evening rehearsal penalties
  - Vocal allowances
  - Costume lunch penalty
  - Length of day premium provisions
  - A variety of (mostly dancer) rules (heavy carries, body paint, overtime after 6 hours of rehearsal)

# The Met's Proposals

February  
2021

- Change Dancer pay structure, resulting in a ~33% reduction in performance fees.
- Slash sick leave and bring AGMA groups in line with administrative staff.

# The Met's Proposals

February  
2021

- Additional Rate reductions (on top of work rules)
  - Stage Managers: 15.8%
  - Stage Directors: 15.8%
  - Plan/Weekly Soloists: 13.5%
  - Staff Performers: 17.9%
  - Dancers: 4.2%
  - Per-Performance Soloists: uniform rate cuts of 10% per contract
- Broad “Morals Clause.”
- Prohibition on Soloist use of personal services corporations.

# The Met's Proposals

February  
2021

- All cuts, except rate reductions, would be permanent.
- Rate reductions would be *partially* restored when the Met hit box office metrics:
  - 10% would snap back when the Met's box office revenue hit 85% of 2018-19 rates.
  - 20% would snap back when the Met's box office revenue hit 90% of 2018-19 rates.
  - 33% would snap back when the Met's box office revenue hit 95% of 2018-19 rates.
  - 50% would snap back when the Met's box office revenue hit 100% of 2018-19 rates.

# Where We Ended Up

May  
2021

- 4-year Agreement.
- Most favored nations clause.
- Elimination of paper Individual Artist Agreements for Choristers, starting in the 2022-2023 season.
- Eliminate option for Per-Performance Soloists to elect a year of pension credit in lieu of severance pay (no soloist elected this option in the last contract).
- Changes to grievance and arbitration procedure.

# Where We Ended Up

May  
2021

- Within 30 days, AGMA and the Met will meet to discuss administrative changes to paying small media residual payments.
- Within 90 days, AGMA and the Met will meet to determine whether and under what conditions principal artists can be called for 10-minute brush-ups.
- Within 30 days, AGMA and the Met will meet to mutually develop COVID-19 protocols.

# Where We Ended Up

May  
2021

- Changes to break rules (we'll talk about those later!).
- Recission of the *Porgy and Bess* sideletter (mutual proposal).
- If pre-season is shortened, pre-season rehearsals for 2021-2022 can begin as early as 10:30 a.m. and end as late as 6:00 p.m.

# Where We Ended Up

May  
2021

The Regular Chorus, Stage Managers, Plan Artist Solo Singers, and Staff Performers will move to AGMA Plan A this fall.

# Where We Ended Up

May  
2021

The Regular Chorus will be reduced to 74 members.

# Where We Ended Up

May  
2021

In any week when a Chorister who is scheduled to sing four or fewer performances misses one or more of those performances (other than because the Met does not call them in or because of an illness or injury) on a day that they attend a rehearsal (except if they leave the rehearsal for an illness or injury), the Chorister's next fifth show in a week will be paid at the base contractual performance rate.

# Where We Ended Up

## Standards of Conduct Clause

- Provides a limited exception to “pay or play” in contracts for Per-Performance Soloists, Principal Dancers, and Guest Directors.
- Allows for cancellation of contracts for “serious conduct” or “substantiated allegations” including felonies, stalking, or harassment.
- Excludes drug possession or private activity between consenting adults.
- AGMA has the right to challenge any cancellation.

May  
2021

# Where We Ended Up

May  
2021

Rate Reductions for all groups except Per-Performance Soloists:

- 3.7%.
- 2.7% of these cuts are temporary. The remaining 1% went to pay for AGMA economic items, detailed later in the presentation.

May  
2021

# Where We Ended Up

Rate Reductions for Per-Performance Soloists, tiered by per performance/cover fee:

- Contracts with fees < \$6,000: 6%
- Contracts with fees from \$6,000 - \$9,999: 8%
- Contracts with fees from \$10,000 - \$11,999: 9%
- Contracts with fees from \$12,000 - \$13,999: 9.5%
- Contracts with fees > \$13,999: 12.65%

**JUNE 3 UPDATE:** After discussions with the Met, the Tentative Agreement has been modified. All Per Performance Soloist compensation reductions will now end at the conclusion of the 2024-2025 season. There will be no reductions to any Per Performance contracts for work after the 2024-2025 season.

**AGMA**  
@TheMET

May  
2021

# Where We Ended Up

On July 31, 2024 (three years), the following will “snap back”:

- All Per-Performance Soloist rate reductions.
- 2.7% (100%) of the rate reductions to other groups.

On July 31, 2025:

- 1 Chorister, bringing the Regular Chorus total to 75.

***JUNE 3 UPDATE:*** After discussions with the Met, the Tentative Agreement has been modified. All Per Performance Soloist compensation reductions will now end at the conclusion of the 2024-2025 season. There will be no reductions to any Per Performance contracts for work after the 2024-2025 season.

# Unitwide Agreements

## Exclusivity

- Expanded AGMA's jurisdiction to include recorded works and productions that are not performed before a live paying audience.
- Increased protections against outsourcing for the Regular Chorus.

# Unitwide Agreements

## Board of Directors

AGMA will appoint one mutually-agreed upon representative to the Met Advisory Board of Directors. The Met will not unreasonably withhold consent to AGMA's appointment.

# Unitwide Agreements

## Breaks

- Rewrote rest period language to include unwritten agreements, clarify language, and provide increased efficiency and flexibility in rehearsals.
- Established break language for the first time for Soloists and Staff Performers.

# Unitwide Agreements

## Religious Holidays

- Added Easter and Ramadan Eid to the list of Religious Holidays covered under the CBA.
- Establish Religious Holidays for Staff Performers, who previously did not have them.

# Unitwide Agreements

## Long Term Disability

- The Met will expand its Long-Term Disability Plan to cover Plan Artist Solo Singers and Stage Managers.
- Weekly Solo Singers and Weekly Directors with sufficient service may buy into the Met's Long-Term Disability Plan.

# Unitwide Agreements

## Meeting Space

On 24-hours notice, the Met will make best efforts to provide AGMA with confidential meeting space.

# Unitwide Agreements

## Orientations

The Met will provide a thorough orientation for all Per Performance categories, which will include information about wages, rehearsal information, work rules, the right to union representation, safety procedures, and a detailed tour of the building.

# Unitwide Agreements

- Bridge Pay will continue per the 2021 Bridge Agreement until December 31 or the beginning of the season, whichever is earlier.
- If the start of the 2021-2022 season is delayed, AGMA and the Met will meet to discuss recompense for Extra Choristers and Soloists.

Bridge Pay

# DEI Committee

Thank  
You!



# DEI Agreements

## Access & Auditions

- Audition notices must be posted in forums where they will be seen by a diverse set of artists, and for a minimum of three weeks unless it is not practicable to do so.
- The Met must meet with AGMA to provide an annual report on hires.
- To enable a casting process free from bias, casting will not be based upon body type or costume availability and fit, except where there is a significant cost factor or role-based artistic decision.

# DEI Agreements

## Access & Auditions

- The Met will have open process auditions whenever there are openings for full-time positions (Regular Chorus, Plan Solo Singers, Staff Performers), and annual “house” auditions for the Dance Department.
- AGMA members will meet with the Met to develop audition screening criteria in order to ensure a diverse applicant pool.
- The Met will endeavor to have BIPOC individuals provide meaningful input into casting decisions.

# DEI Agreements

- For non-performer candidates, the Met will interview at least one candidate from a group traditionally underrepresented at the Metropolitan Opera before a hiring decision is made.
- Solo Singers engaged through race-based casting will be actively considered for non-race-specifically-cast roles during the subsequent 4 seasons.

**Access &  
Auditions**

# DEI Agreements

## Demographic Survey

- The Met will undertake an annual anonymous demographic survey which will inquire about Ability, Age, Ethnicity and Natural Origin, Gender Identity, Sexual Orientation, and Socioeconomic Status.
- Artists will not be required to disclose any information and the Met will not release results of the survey that could identify and individual artist without the express consent of AGMA and the artist.

# DEI Agreements

## Training

- The Met will contract a qualified outside organization to develop and conduct Met-tailored anti-racist, racial justice, cultural competence, and other appropriate training for all staff, including supervisors, and third-party contractors who work with or have contact with artists.
- The training will be sufficient in length and involve active participation and verification of completion.
- The Met's anti-discrimination policy will be included in the contacting materials the Met provides to all employees, contractors, and third parties.

# DEI Agreements

- If an AGMA artist wishes to report a violation of the Met's anti-discrimination policies, that artist will have a safe and trusted way to report anonymously and will be afforded the right of union representation throughout the process.

**Reporting**

# DEI Agreements

## Hair & Makeup

- The Met will ensure cultural competence and skill with diverse hair textures and makeup for diverse cast members.
- The Met will retain qualified consultants as appropriate and will train its wig/hair and makeup staff.
- The Met will strive to diversify the staff in the hair and makeup department.

# DEI Agreements

## DEIC Committee

- The Met and AGMA will establish an AGMA Diversity, Equity, & Inclusion Committee (DEIC) made up of a cross-section of AGMA members and Met staff involved in the company's core functions.
- The DEIC will serve as a forum to evaluate the efficacy of the initiatives in this agreement, as well as make recommendations on further anti-racist initiatives and advanced promotional and programming planning.
- The Committee will address issues including onboarding processes for new artists, outreach and marketing, and development of anonymous and voluntary demographic employee surveys.

# DEI Agreements

## DEIC Committee

- The DEIC will review and track outreach/recruiting mechanisms and audition and casting processes and efforts to have BIPOC individuals provide meaningful input on casting decisions.
- It will work to advance diversity of staff in all departments, and develop and evaluate training focused on anti-discrimination, anti-racism, implicit bias, unconscious bias, preventing gender violence and sexual harassment, cultural competency, and creating a safe work environment.
- The DEIC will seek ways for the Met to use its power and influence in the opera industry to promote racial justice and eliminate discrimination within the opera industry at large.

# Regular Chorus

## Opera and Pension Fund Contributions

- The Met will equalize contributions to the Opera Fund and Pension Fund among all members of the Chorus.
- The Met will make one deduction in the fall and one in the spring, spread out over several weeks.

## PNOs

# Regular Chorus

- Choristers may rollover up to two unused PNOs to the subsequent season.
- No Chorister may ever have more than 6 PNOs in a given season.
- PNOs accrued annually take precedence over rolled-over PNOs.
- The Chorus Master will meet with the Chorus Committee to discuss PNO restrictions before the list of PNO restrictions is finalized.

## Short- Term Leaves of Absence

# Regular Chorus

- Choristers may request a short-term leave of absence, up to a maximum of six weeks.
- Requests must be made in writing at least 8 weeks before the start of the requested leave.
- The Met retains discretion about granting leave.
- Choristers on leave forego salary and media salary, but keep health care, disability, and life insurance, and retain seniority for pension purposes.

# Regular Chorus

Choristers who work Chorus Auditions will be paid minimum wage or the rate paid to members of the Orchestra, whichever is higher.

## Chorus Auditions

# Regular Chorus

The Met will give Met Chorus Artists, Inc. 5 HD performance clips annually to be used for fundraising, educational, or promotional purposes.

HD Clips

# Hiring

## Regular Chorus

- The Met will consider members of the Regular Chorus for the positions of Chorus Manager and Chorus Assistant Manager.
- The Chorus Committee will be given the opportunity to provide input during the hiring process for the Chorus Manager and Chorus Assistant Manager.
- The Chorus Committee will be given the opportunity to provide input in the interview and hiring process of Dressing Room Supervisors.

# Regular Chorus and Extra Chorus

## Solos

- Choristers and Extra Choristers who cover a solo role will receive a per performance fee equivalent to one half of one minor role performance fee.
- If a Chorister or Extra Chorister is present at the Met and suffers an illness or injury, and the Met requires the Chorister or Extra Chorister to withdraw because of the illness or injury, both the Chorister or Extra Chorister and their cover will be compensated.

# Extra Chorus

The Met will provide a guaranteed principal singer or principal soloist audition for all Extra Choristers in any year in which they appear in a Met production.

## Auditions

# Extra Chorus

The Met will establish the same Sunday Work Rules for Extra Choristers as exist for Extra Dancers:

- If an individual is required to work a Sunday performance, they will be given another day off during the week (not necessarily Monday).
- An individual cannot be required to work more than 7 consecutive days. Violation of this provision triggers double time.
- The Met cannot refuse to call an Extra Chorister to avoid triggering a penalty.

Sunday  
Work Rules

# Extra Chorus

## Dress Rehearsal Passes

- Extra Choristers will receive a dress rehearsal pass for personal use for every production that has a dress rehearsal while they are performing or staging an opera.
- Extra Choristers will receive two dress rehearsal passes for every opera in which they appear, except for rehearsals closed to the public.

# Extra Chorus

## Added Performances

- If performances are added during the run of that production, the Met will communicate with AGMA and AGMA Delegates prior to contacting individual artists.
- Extra Choristers will be paid a fee of 50% of their performance fee for additional performances added after rehearsals for a production begin.
- Extra Choristers residing outside of the NYC Area will receive a \$500 housing honorarium for every two weeks the run is extended and the Met will reimburse change fees for associated travel.

# Extra Chorus

Extra Choristers who are hired as Regular Choristers will receive one year of seniority in the Regular Chorus:

- For every two-year period in which they have been contracted and performed for at least 1/3 of the Extra Chorus operas for which the Met has sought Extra Choristers in voice parts associated with the Chorister's gender.
- For every season in which the Extra Chorister was engaged as part of an ensemble consisting entirely or primarily of Extra Choristers (*e.g. Porgy and Bess*).

Seniority

# Stage Directors

Alter the health insurance benchmarks to increase access to health insurance:

- A weekly Director with 20 weeks (previously 25 weeks) will receive full AGMA Plan A Health Insurance for an Individual.
- A weekly Director with 10 weeks (previously 20 weeks) will receive 50% of AGMA Plan A Health Insurance for an Individual.

Health  
Insurance

# Stage Directors

Changed the Sunday Work Rules to provide:

- If a Stage Director works on Sunday, they will receive the adjoining Saturday or Monday as their Free Day.
- The Met cannot invade more than two consecutive Free Days.

Sunday  
Work  
Rules

# Stage Directors

If the Met co-produces a production that begins outside of the Met, at least one Stage Director must be present for the initial production at the originating company.

Co-  
productions

# Stage Directors

## Media

- Increase the single service rate by \$20.
- Equalize revenue sharing for the Plan Stage Director with Stage Managers, effective upon restoration of cuts.
- The Met will give AGMA the option to include revival Directors in the revenue sharing pool, allocating up to 25% of the original director's share.

# Stage Directors

## Future Planning

- We were unable to reach an agreement on a framework and compensation for weekly Stage Directors participating in “future planning.”
- Discussions on this subject will continue this summer.

# Stage Managers

The Met will engage no fewer than 7 Stage Managers as Plan Artists in each year of this agreement.

Minimums

# Staff Performers

Staff Performers will accumulate one sick day per year for each year of employment as a Staff Performer in addition to the existing week, applied retroactively.

Sick  
Leave

# Staff Performers

Staff Performers will be notified of casting at least 2 weeks before the start of rehearsal, except in instances in which the Met must make a casting decision in less than 2 weeks.

## Notification

# Staff Performers

An AGMA Delegate may be present at all Staff Performer auditions.

## Auditions

# Staff Performers

## Cover Casting

- When making casting decisions for cover roles, the Met will first consider Staff Performers for those roles.
- If the Met determines a Staff Performer is no longer suitable for a role they previously performed, the Met will consider the Staff Performer as a cover.
- AGMA will refer utilization of Staff Performers to the Artistic Advisory Committee for consideration.

# Staff Performers

- Staff Performers cast in new productions will receive first consideration in subsequent revivals.
- Any Staff Performer not cast will have the right to know the reason why upon request.
- If a Staff Performer is not recast because of internal scheduling conflicts, the Staff Performer will receive first consideration for the cover role.

Casting

# Staff Performers

- If a Staff Performer is not cast because of scheduling conflicts, the Staff Performer will retain the right of first consideration in subsequent revivals.
- If a Staff Performer misses a season due to illness, injury, or pregnancy, the Staff Performer will retain their priority of casting.

Casting

# Staff Performers

- If a Staff Performer cannot participate in a rehearsal or performance because of religious observance, the Staff Performer will not lose any portion of weekly salary.
- If a Staff Performer wishes to be excused during a religious holiday for professional, rather than personal reasons, the Staff Performer will be paid on a pro-rata basis.

## Religious Holidays

# Staff Performers

In the event that the Met tours, the Met will consider the use of Staff Performers and will meet with AGMA to discuss Staff Performer utilization prior to a final decision being made.

Touring

# Staff Performers

If a Staff Performer works 7 days in a row, any rehearsal hours on the 7<sup>th</sup> day and each consecutive day thereafter will be paid as premium rehearsal hours, for a minimum of 4 hours.

Consecutive  
Workdays

# Staff Performers

If a Staff Performer is required to lip-sync, they will be paid a per show fee of  $\frac{1}{2}$  the spoken lines fee.

Lip-  
synching

# Soloists

If a force majeure event prevents Soloists who reside outside of the New York Area from departing New York, the Met will pay impacted soloists the prevailing GSA per diem rate for each day they are unable to leave New York, up to 7 days.

Force  
Majeure

# Soloists

Soloists have the right to decline notes during breaks, and there will be no retaliation against those who do.

Notes  
During  
Breaks

# Soloists

Continuing discussions on establishment of a new category:

- Throughout negotiations, the Met and the Committee discussed establishing a new category of “Guest Soloists,” designed to provide opportunity, benefits, and stability for early and mid-career singers.
- This category would be engaged weekly for a period of 1-2 years.
- These discussions will continue this summer and fall.

New  
Category!

# Soloists

The Met will endeavor not to call any solo singer performing a role with substantial stage time and/or a prominent singing role not classified as a Leading Role to a morning rehearsal the day of the performance with the exception of a stage rehearsal, in which case the Met will endeavor to not call the Soloist to an afternoon rehearsal.

Rest

# Soloists

AGMA will refer issues of coaching for Soloists to the Artistic Advisory Committee for further consideration.

## Coaching

# Soloists

## Clips

The Met will provide every Soloist who appears in a Met production one 90 second digital recording for personal and promotional purposes.

# Soloists

All Weekly and Per Performance Soloists will receive all weekly rehearsal pay upon arrival at the Met.

Upfront  
Payments

# Soloists

## AGMA Materials

The Met will provide Per Performance and Weekly Soloists with informational materials provided by AGMA with their onboarding paperwork.

# Soloists

Soloists will receive bereavement leave for immediate family, up to three consecutive rehearsal days.

Bereavement  
Leave

# Soloists

Weekly Solo Singers will receive the same health insurance as Weekly Stage Directors:

- Full AGMA Plan A for Individuals for Soloists contracted for 20 weeks or more.
- 50% of AGMA Plan A for Individuals for Soloists contracted for 10 weeks or more.

Health Care

# Soloists

Per-Performance Soloists will have the option to divert a portion of their per performance fees to pay for 1 year of AGMA Plan A Individual coverage.

Health Care

# Plan Artist Grievance

- The Met acknowledged that it owes accrued sub pay to the Plan Solo Artists, the Plan Stage Director, and Stage Managers.
- AGMA and the Met will meet this summer to determine timing of these payments.

Accrued  
Sub Pay

## Casting and Retention

# Dancers

- The Met will not replace Dancers with Supers unless the original or planned dance part has been cut from the production.
- In the event that a Dancer misses a season because of pregnancy, illness, or catastrophic injury, the Dancer will retain the right of first consideration. If the Dancer does not return to the Met or declines the role in the future, casting priority will shift to the Dancer who performed in their absence.
- Offers of reengagement will be made within 30 days of the end of the season.

# Dancers

- Pay scale information and any extraordinary content (heavy carries) will be included in the audition notice.
- The Met will convey offers of employment for new productions by telephone and email, making best efforts to provide notice no later than one week after the audition.
- Offers will come from Dance Department Staff.

## Auditions

# Dancers

- The offer will contain all information known at the time regarding rehearsal expectations, scheduled rehearsals and performances, and any extraordinary content or hazardous activity.
- The Dance Department will maintain a roster of alternate dancers chosen at audition and will fill positions that become available through that roster.
- As new productions move into repertoire, the Met will make good faith efforts to maintain and elevate diverse representation of Dancers.

Auditions

# Dancers

- In audition postings, the Met will indicate what roles it is looking to fill to the extent such information is known. AGMA and the Met will meet this summer to discuss what this notice should look like.
- If the Met is involved in selecting Dancers to work on pre-production, the Met will inform AGMA and select Dancers through an equitable process.

## Auditions

# Dancers

The cover fee will be equalized with the performance fee.

Cover  
Fee!

# Dancers

The Met will send weekly schedules to Dancers as early as possible, but in no event later than Thursday at 3 p.m.

# Schedules

# Dancers

- The Met will ensure that facilities are adequate to ensure the health and safety of the Dancers and their belongings.
- The Met will ensure that offsite rehearsals occur under suitable conditions that have a suitable dance floor, adequate air quality and climate control, adequate facilities to meet the needs of nursing mothers, and a dressing space.
- If the Met rents space from an entity with a school, the Met will ensure that Dancers are not sharing a dressing space with minors.

## Offsite Rehearsals

# Dancers

- If the space does not have adequate ability to secure belongings, the Met will make accommodations.
- A member of Met staff will be at all offsite rehearsals to ensure the health and safety of the Dancers.
- The Met will factor travel time into scheduling to ensure that Dancers are not at risk of missing services due to required travel.

## Offsite Rehearsals

# Dancers

## Offsite Rehearsals

- The Met will compensate Dancers for travel time, up to 30 minutes if the studio is in Manhattan, below 168<sup>th</sup> Street, and up to 1 hour if the studio is above 168<sup>th</sup> Street or in an outer borough.
- The Met will make best efforts to not hold an off-site rehearsal on a day where there is a Met audition.
- Dancers will be advised of offsite rehearsals in their offer letter or as soon as the Met is aware.

# Dancers

The Met will inform AGMA as soon as it knows that it plans to hold off-site rehearsals of any kind and afford AGMA a reasonable opportunity to meet to develop health and safety protocols.

Offsite  
Rehearsals

# Dancers

## Lip- syncing

AGMA will refer issues of Dancer lip-syncing and access to coaching for lip-syncing to the Artistic Advisory Committee.

# Dancers

AGMA and the Met will continue discussions about culture within the Dance Department and the necessity of a Dance Captain.

Dance  
Department  
Culture

# Dancers

## Sunday Work Rules

If the Met schedules a performance or rehearsal that requires a Dancer to work 7 consecutive days, the Met may not refuse to call the Dancer to avoid the penalty payment.

# Dancers

## Added Performances

- If performances are added during the run of that production, the Met will communicate with AGMA and AGMA Delegates prior to contacting individual artists.
- Dancers will be paid a fee of 50% of their performance fee for additional performances added after rehearsals for a production begin.
- Dancers residing outside of the NYC Area will receive a \$500 housing honorarium for every two weeks the run is extended and the Met will reimburse change fees for associated travel.

# Dancers

Shoe  
Summit  
Grievance!

- The Met will provide every Dancer with 1 rehearsal sneaker per season.
- The Met and AGMA will continue discussions on increasing efficiency with ordering and distributing pointe shoes.

# Porgy and Bess

In the season prior to a production of *Porgy and Bess*, the Met will meet with AGMA and representatives of the *Porgy and Bess* ensemble to discuss issues and concerns and, through mutual agreement, agree on necessary preparations to ensure the health, safety, and comfort of the ensemble.

Preseason

# Porgy and Bess

## Auditions for Solo Roles

- Auditions for solo roles will be held on two weeks' notice, held in a proper acoustical hall, and before an appropriate number of judges.
- Covers will be assigned on the basis of these auditions.

# Porgy and Bess

In any season where the Met conducts a production that includes an ensemble comprised primarily of Extra Choristers, the Met will ensure that the men and women Choristers in the production are afforded a dressing space with assigned stations, access to bathrooms, personal lockers to secure belongings, adequate lighting, and mirrors. The parties will meet within sixty (60) days of execution of this Agreement concerning the specific space(s) that will be utilized.

Dressing  
Rooms

# Porgy and Bess

- The Met will ensure cultural competence and skill with diverse hair textures and makeup for diverse cast members.
- The Met will retain qualified consultants as appropriate and will train its wig/hair and makeup staff.
- The Met will strive to diversify the staff in the hair and makeup department.

## Hair and Makeup

# Porgy and Bess

## Hair and Makeup

The Met will meet with AGMA prior to the 2021-2022 season to discuss the implementation of this proposal and to receive input from artists concerning their own hair and makeup.

# Safety

## Dancers Safety Delegate

There will be a designated Safety Delegate who works in coordination with the Dance Director and Deputy Dance Director to ensure that best practices are followed to maintain the health and safety of the Dancers.

## Hospital Trips

# Safety

- If an artist is injured at the Met, the Met will provide a member of Met staff or the company to accompany the artist to the hospital.
- No artist will lose compensation for going to the hospital or accompanying an artist to the hospital.

COVID-19

# Safety

- The Met and AGMA will meet to develop safety protocols before any AGMA artist is required to do any in-person work.
- Sick leave taken for COVID-19 or vaccine-related reasons will not draw-down sick leave or result in missed performance fees.

## Ongoing Safety Discussions

# Safety

- Ensuring sufficient rehearsal to ensure the safety of all artists.
- Guaranteeing that soloists and covers have the opportunity to walk the stage and run blocking.
- Ensuring a qualified individual at all Dancer rehearsals.
- Requiring use of work lights when artists are staging a scene.

## Ongoing Safety Discussions

# Safety

- Requiring communication of lighting effects and changes that affect artists.
- Addressing Air Quality concerns in the opera house.
- Discussion and notification of the Met's hazard-specific plans.



@TheMET

*#ArtistsForABetterMet*