

COLLECTIVE BARGAINING AGREEMENT

Between

AMERICAN GUILD OF MUSICAL ARTISTS, AFL-CIO

and

SAN DIEGO OPERA ASSOCIATION

August 1, 2018 through July 31, 2023

This Page Intentionally Left Blank
for Reproduction Purposes

TABLE OF CONTENTS

<u>Article No.</u>	<u>Page</u>
ARTICLE 1 – ARTISTS COVERED	5
ARTICLE 2 – DEFINITIONS OF ARTISTS COVERED	5
ARTICLE 3 – APPLICATION OF PROVISIONS	6
ARTICLE 4 – EXCLUSIONS	7
ARTICLE 5 – MANAGEMENT RIGHTS AND RESPONSIBILITIES	7
ARTICLE 6 – MEMBERSHIP IN AGMA	8
ARTICLE 7 – DEDUCTIONS	8
ARTICLE 8 – SOLICITATION OR REQUIREMENT OF CONTRIBUTIONS TO SAN DIEGO OPERA FORBIDDEN	10
ARTICLE 9 – FEES AND COMMISSIONS	10
ARTICLE 10 – AGMA DELEGATES AND REPRESENTATIVES	10
ARTICLE 11 – STRIKES AND LOCKOUTS	12
ARTICLE 12 – HARASSMENT, DISCRIMINATION, AND SEGREGATION	12
ARTICLE 13 – WORKER'S COMPENSATION INSURANCE	13
ARTICLE 14 – SECURITY DEPOSIT	13
ARTICLE 15 – DEFINITIONS	14
ARTICLE 16 – STANDARD ARTIST'S CONTRACTS	16
ARTICLE 17 – ASSIGNMENT OF ARTIST'S CONTRACT	18
ARTICLE 18 – CHANGE OF APPEARANCE NOTIFICATION	18
ARTICLE 19 – ADVANCE NOTIFICATION TO ARTISTS	18
ARTICLE 20 – CLEANLINESS AND FURNISHING OF COSTUMES AND WIGS – ALL ARTISTS	18
ARTICLE 21 – REHEARSAL, DRESSING ROOM, AND PERFORMANCE FACILITIES AND CONDITIONS – HEALTH AND SAFETY	19
ARTICLE 22 – MILITARY SERVICE OF ARTIST	22
ARTICLE 23 – HOTEL RESERVATIONS	22
ARTICLE 24 – RUN-OUT ENGAGEMENTS AND TOURS	23
ARTICLE 25 – PERFORMING PRINCIPAL ARTISTS	23
25.01 APPLICABILITY	23
25.02 MINIMUM COMPENSATION AND PROVISIONS	23
(a) <i>Performance Compensation</i>	23
(b) <i>Overtime</i>	24
(c) <i>Combining of Roles</i>	25
(d) <i>Extra Performances and Services</i>	25
(e) <i>Covers</i>	26
(f) <i>Per Diem</i>	26
(g) <i>Rehearsal Provisions</i>	27
(h) <i>Contracts</i>	28
(i) <i>Solo Bit Roles</i>	28
25.03 RETIREMENT COVERAGE	28
25.04 PAYMENT TO ARTISTS	28
25.05 GENERAL REHEARSAL PROVISIONS.....	29

25.06	FREE DAY.....	30
25.07	BREAKS.....	31
25.08	TRANSPORTATION.....	31
ARTICLE 26 – STAGE DIRECTORS.....		32
26.01	MINIMUM COMPENSATION AND PROVISIONS.....	32
	(a) <i>Minimum Compensation</i>	32
	(b) <i>Per Diem</i>	33
	(c) <i>Overtime</i>	33
	(d) <i>Compensation for Additional Services</i>	34
26.02	RETIREMENT COVERAGE.....	34
26.03	PAYMENT TO ARTISTS.....	34
26.04	REHEARSAL PROVISIONS.....	35
26.05	TRANSPORTATION.....	35
ARTICLE 27 – CHOREOGRAPHERS.....		36
27.01	MINIMUM COMPENSATION AND PROVISIONS.....	36
	(a) <i>Weekly Compensation</i>	36
	(b) <i>Per Diem</i>	37
	(c) <i>Overtime</i>	37
	(d) <i>Compensation for Additional Services</i>	37
27.02	RETIREMENT COVERAGE.....	38
27.03	PAYMENT TO ARTISTS.....	38
27.04	REHEARSAL PROVISIONS.....	39
27.05	FREE DAY.....	39
27.06	TRANSPORTATION.....	39
ARTICLE 28 – ASSISTANT CHOREOGRAPHERS AND BALLET MISTRESSES/MASTERS.....		40
28.01	MINIMUM COMPENSATION AND PROVISIONS.....	40
	(a) <i>Weekly Compensation</i>	40
	(b) <i>Housing and Per Diem</i>	41
28.02	REHEARSAL PROVISIONS.....	41
28.03	BREAKS.....	42
28.04	PARKING/PARKING REIMBURSEMENT.....	43
28.05	RETIREMENT COVERAGE.....	44
28.06	PAYMENT TO ARTISTS.....	44
28.07	TRANSPORTATION.....	45
ARTICLE 29 – PRODUCTION STAGE MANAGER.....		46
ARTICLE 30 – STAGE MANAGERS, ASST. DIRECTORS, AND ASST. STAGE MANAGERS.....		47
30.01	MINIMUM COMPENSATION AND PROVISIONS.....	47
	(a) <i>Minimum Weekly Compensation</i>	47
	(b) <i>Housing and Per Diem</i>	47
	(c) <i>Overtime</i>	48
	(d) <i>Scheduling Provisions</i>	48
	(e) <i>Compensation for Additional Services</i>	49
30.02	ENGAGEMENT STANDARDS.....	49
30.03	BREAKS.....	50
30.04	FREE DAYS.....	50
30.05	MEDIA FEE.....	50
30.06	AUTOMOBILE ALLOWANCE.....	51
30.07	RETIREMENT COVERAGE.....	51
30.08	PENSION CONTRIBUTIONS.....	51
30.09	PAYMENT TO ARTISTS.....	52
ARTICLE 31 – CHORISTERS.....		52
31.01	ARTISTS COVERED.....	52
31.02	COMPENSATION.....	53

(a)	<i>Hourly Service Compensation and Provisions</i>	53
(b)	<i>Per-Performance Compensation and Provisions – Bit Roles</i>	54
(c)	<i>Overtime</i>	55
31.03	PARKING/PARKING REIMBURSEMENT	55
31.04	RE-ENGAGEMENT/CONTRACTING.....	56
(a)	<i>Availability</i>	56
(b)	<i>Core Chorus</i>	56
(c)	<i>Auditions/Re-Engagements</i>	58
(d)	<i>Contracts</i>	61
(e)	<i>Main Stage Productions Guarantee</i>	62
31.05	REHEARSAL SCHEDULING	62
31.06	FREE DAY	65
31.07	BREAKS	65
31.08	PAYMENT TO ARTISTS	66
31.09	DRESSING ROOMS	66
31.10	RESPONSIBILITY OF CHORISTER	67
(a)	<i>General Responsibilities</i>	67
(b)	<i>Scores and Memorization</i>	67
31.11	COSTUME FITTINGS.....	68
31.12	MAKEUP, WIGS, AND HAIR	68
31.13	HOLIDAYS	69
31.14	CREDIT	69
31.15	SAFETY AND SECURITY.....	69
31.16	CHORISTERS PERFORMING AS A SUPERNUMERARY	69
31.17	COMPLIMENTARY TICKETS.....	69
ARTICLE 32 – CORPS DANCERS AND DANCE CAPTAINS		69
32.01	ARTISTS COVERED	69
32.02	COMPENSATION	70
(a)	<i>Hourly Service Compensation and Provisions</i>	70
(b)	<i>Overtime</i>	71
32.03	PARKING/PARKING REIMBURSEMENT	71
32.04	AUDITIONS/CONTRACTING.....	72
(a)	<i>Auditions</i>	72
(b)	<i>Contracts</i>	72
32.05	REHEARSAL SCHEDULING	73
32.06	WARM-UP.....	74
32.07	FREE DAY	75
32.08	BREAKS	75
32.09	PAYMENT TO ARTISTS.....	76
32.10	DRESSING ROOMS	77
32.11	RESPONSIBILITY OF DANCER.....	77
32.12	COSTUME FITTINGS.....	77
32.13	MAKEUP, WIGS, AND HAIR	78
32.14	HOLIDAYS	78
32.15	CREDIT	78
32.16	SAFETY AND SECURITY.....	79
32.17	ENGAGEMENT OF DANCERS.....	79
32.18	HEALTH AND SAFETY	79
ARTICLE 33 – SICK LEAVE		79
ARTICLE 34 – PROMOTIONAL RECORDING.....		80
ARTICLE 35 – ARBITRATION		85
ARTICLE 36 – FORCE MAJEURE.....		87
ARTICLE 37 – TERM OF THIS AGREEMENT		87
ARTICLE 38 – OBLIGATIONS OF SIGNATORIES.....		87

ARTICLE 39 – AGREEMENT BINDING ON OTHER PARTIES	88
ARTICLE 40 – SEPARABILITY	88
ARTICLE 41 – FAILURE TO INSIST UPON PERFORMANCE	88
ARTICLE 42 – AVAILABILITY OF AGREEMENT	88
ARTICLE 43 – AGMA LOGO AND CREDIT	88

LIST OF TABLES

<u>Table No.</u>	<u>Page</u>
<u>TABLE 25-1: MINIMUM PER-PERFORMANCE COMPENSATION – PERFORMING PRINCIPAL ARTISTS</u>	24
<u>TABLE 25-2: MINIMUM PER DIEM WHEN PERFORMING PRINCIPAL ARTIST IS IN SAN DIEGO</u>	27
<u>TABLE 26-1: MINIMUM PER-PRODUCTION COMPENSATION – STAGE DIRECTORS</u>	33
<u>TABLE 26-2: MINIMUM PER DIEM WHEN STAGE DIRECTOR IS IN SAN DIEGO</u>	33
<u>TABLE 27-1: MINIMUM WEEKLY COMPENSATION – CHOREOGRAPHERS</u>	36
<u>TABLE 27-2: MINIMUM PER DIEM WHEN CHOREOGRAPHER IS IN SAN DIEGO</u>	37
<u>TABLE 28-1: MINIMUM WEEKLY COMPENSATION – ASST. CHOREOGRAPHERS AND BALLET MISTRESSES/MASTERS</u>	40
<u>TABLE 28-2: MINIMUM PER DIEM WHEN ASST. CHOREOGRAPHER AND/OR BALLET MISTRESS/MASTER IS IN SAN DIEGO</u>	41
<u>TABLE 30-1: MINIMUM WEEKLY COMPENSATION - PRODUCTION STAFF</u>	47
<u>TABLE 30-2: MINIMUM PER DIEM WHEN PRODUCTION STAFF MEMBER IS IN SAN DIEGO</u>	48
<u>TABLE 31-1: HOURLY COMPENSATION RATES - CHORISTERS</u>	53
<u>TABLE 31-2: PER-PERFORMANCE COMPENSATION – CHORUS BIT ROLES</u>	55
<u>TABLE 32-1: HOURLY COMPENSATION RATES – CORPS DANCERS/DANCE CAPTAINS</u>	70

LIST OF EXHIBITS

- Exhibit A - Standard Artist’s Contract
- Exhibit B - Side Letter 1: Rush or Special Offers
- Exhibit C - Side Letter 2: Reduced Chorus Scene(s)
- Exhibit D – Side Letter 3: Reduced rates for **DETOUR** shows

1 This COLLECTIVE BARGAINING AGREEMENT (“Agreement”) made and agreed to
2 between the AMERICAN GUILD OF MUSICAL ARTISTS, INC. (hereinafter called “AGMA”)
3 and SAN DIEGO OPERA ASSOCIATION (hereinafter called “SAN DIEGO OPERA”) shall
4 constitute an agreement between the parties hereto for the work territory, conditions, and wages
5 provided for herein.
6 In consideration of the mutual agreements herein contained, the parties agree as follows:

7 **Article 1 – ARTISTS COVERED**

8 SAN DIEGO OPERA hereby recognizes AGMA as the exclusive collective bargaining agent for
9 all ASSISTANT CHOREOGRAPHERS, ASSISTANT STAGE DIRECTORS, ASSISTANT
10 STAGE MANAGERS, BALLET MISTRESSES/MASTERS, CHOREOGRAPHERS,
11 CHORISTERS, “CORE” CHORISTERS, CORPS DANCERS, DANCE CAPTAINS, MUTE
12 PERFORMERS, SOLO DANCERS, SOLO SINGERS, SPEAKING
13 PERFORMERS/NARRATORS, STAGE DIRECTORS, STAGE MANAGERS, and SOLO
14 DANCE COVERS, all hereinafter referred to collectively as “ARTISTS,” whose services are
15 used by SAN DIEGO OPERA. SAN DIEGO OPERA and AGMA agree that AGMA represents,
16 for collective bargaining purposes, a majority of the ARTISTS.

17 **Article 2 – DEFINITIONS OF ARTISTS COVERED**

18 A. ASSISTANT CHOREOGRAPHER - An individual engaged to assist the
19 CHOREOGRAPHER in the creation of dance movements and patterns for a production,
20 coordinating rehearsal scheduling, assisting in rehearsal, and seeing to the safety and well-being
21 of the CORPS DANCERS and DANCE CAPTAINS.

22 B. ASSISTANT STAGE DIRECTOR - An individual engaged to assist the STAGE
23 DIRECTOR in staging the production.

24 C. ASSISTANT STAGE MANAGER - An individual engaged to assist the STAGE
25 MANAGER in stage managing the production.

26 D. BALLET MISTRESS/MASTER - An individual who auditions and selects
27 CORPS DANCERS, coordinates rehearsal scheduling, maintains the CORPS DANCERS by
28 conducting classes, assists in rehearsal, and sees to the safety and well-being of the CORPS
29 DANCERS. While the BALLET MISTRESS/MASTER shall be required to know the
30 choreography of a production, she/he does not materially participate in the development of the
31 specific choreography.

32 E. CHOREOGRAPHER - A director of dance engaged to create and direct dance
33 sequences as designated by SAN DIEGO OPERA.

- 1 F. CHORISTER - A singing ARTIST engaged to perform in the chorus.
- 2 G. “CORE” CHORISTER – A CHORISTER engaged in all MAIN STAGE
3 productions of the season that require a chorus.
- 4 H. CORPS DANCER - A dancer engaged for a non-solo dance performance.
- 5 I. DANCE CAPTAIN - A dancer who performs with the CORPS DANCERS and is
6 responsible for knowing the choreography, and who is prepared to coach and rehearse CORPS
7 DANCERS and CORPS DANCER COVERS (in a group or individually) with or without the
8 oversight of a BALLET MISTRESS/MASTER or CHOREOGRAPHER.
- 9 J. MUTE PERFORMER - An ARTIST engaged to perform Leading, Featured,
10 Supporting, and/or Solo Bit non-singing, non-speaking roles.
- 11 K. SOLO DANCER - A dancer engaged to perform solo roles or who is significantly
12 featured in the choreography.
- 13 L. SOLO SINGER - A singing ARTIST engaged to perform Leading, Featured,
14 Supporting, and/or Solo Bit roles.
- 15 M. SPEAKING PERFORMER/NARRATOR - An ARTIST engaged to perform
16 Leading, Featured, Supporting, and/or Solo Bit speaking roles.
- 17 N. STAGE DIRECTOR - An individual engaged to create and direct the staging for
18 productions according to the design concept as agreed by SAN DIEGO OPERA.
- 19 O. STAGE MANAGER - An individual engaged to stage manage and “call” the
20 production.
- 21 P. SOLO DANCE COVER - A CORPS DANCER who is responsible for learning
22 not only her/his own choreography, but a SOLO DANCER’s choreography as well.

23 **Article 3 – APPLICATION OF PROVISIONS**

24 3.01 SAN DIEGO OPERA agrees that the provisions of this Agreement shall apply to and
25 inure to the benefit of all ARTISTS engaged by SAN DIEGO OPERA or by an affiliate,
26 subsidiary or notwithstanding anything herein to the contrary. Whenever there shall be
27 used in this Agreement any phrase of a more restricted meaning, such as, “ARTISTS

1 employed by SAN DIEGO OPERA,” such phrase shall be deemed to mean, “all
2 ARTISTS engaged by SAN DIEGO OPERA, or by an affiliate or subsidiary of SAN
3 DIEGO OPERA, directly or indirectly, or through agents, or independent contractors.”

4 3.02 SAN DIEGO OPERA agrees that the terms of this Agreement apply only to rehearsals
5 and performances in the United States and Canada and their dependencies or possessions.
6 AGMA and SAN DIEGO OPERA agree to negotiate terms and conditions, including all
7 terms of engagement, rehearsal, travel, and performance, as a condition for granting
8 approval to SAN DIEGO OPERA to take ARTISTS for an engagement or series of
9 engagements on tour outside of the United States or Canada.

10 Article 4 – **EXCLUSIONS**

11 Excluded from this Agreement and any locally negotiated amendments are public education,
12 training, and local community outreach programs of SAN DIEGO OPERA. “Local community
13 outreach programs” shall mean those programs specifically designed for communities or groups
14 that may not otherwise be exposed to or have the opportunities to see opera.

15 Article 5 – **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

16 5.01 Except as otherwise provided for by any provision of this Agreement, the STANDARD
17 ARTIST’S CONTRACT, or any locally negotiated amendment, SAN DIEGO OPERA
18 reserves and retains, solely and exclusively, all of its inherent business and artistic rights,
19 functions, and prerogatives as management of the business.

20 5.02 AGMA agrees to consider and act upon all charges filed in writing by SAN DIEGO
21 OPERA and shall conduct a hearing when warranted in accordance with the AGMA
22 Constitution and By-Laws. SAN DIEGO OPERA agrees that such charges filed in
23 writing with AGMA and acted upon by AGMA shall not be subject to arbitration,
24 provided, however, that the above and other references to AGMA's Constitution, By-
25 Laws, and rules and regulations shall apply to the documents existing on the date of
26 execution of this Agreement, and provided that AGMA has made copies available to
27 SAN DIEGO OPERA by such date of execution.

1 5.03 SAN DIEGO OPERA will give AGMA at least thirty (30) days advance notification of
2 open auditions for SOLO SINGERS, if SAN DIEGO OPERA undertakes open auditions,
3 and where appointments may be made.

4 **Article 6 – MEMBERSHIP IN AGMA**

5 Except where prohibited by state law, it shall be a condition of engagement that:

6 6.01 All ARTISTS hired by SAN DIEGO OPERA and covered by this Agreement who are
7 members of AGMA in good standing on the date this Agreement is executed shall remain
8 members in good standing, and those who are not members on the date this Agreement is
9 executed shall within thirty (30) days following the date this Agreement is executed,
10 become and remain members in good standing of AGMA.

11 6.02 All ARTISTS covered by this Agreement and hired on or after the date this Agreement is
12 executed shall within thirty (30) days following the beginning of such engagement,
13 become and remain members in good standing of AGMA.

14 6.03 "Membership" and "Good Standing" as used in Article 6 shall mean the tender of
15 AGMA's uniformly required initiation fees and periodic dues.

16 **Article 7 – DEDUCTIONS**

17 7.01 AGMA and SAN DIEGO OPERA agree that SAN DIEGO OPERA may deduct from
18 ARTISTS' compensation applicable state and federal taxes as may be required by law,
19 and any amounts due and owing SAN DIEGO OPERA as provided in this Agreement or
20 any mutually agreed-upon amendment to or modification thereof.

21 7.02 Provided that SAN DIEGO OPERA has been presented an authorization as required by
22 law, properly signed by ARTIST, SAN DIEGO OPERA agrees to deduct from
23 ARTISTS' gross compensation the applicable "working dues" as certified by AGMA to
24 then be in effect. For the purpose of calculating working dues: Meal allowance and per
25 diem (to the extent provided for in this Agreement) and travel expenses shall not be
26 considered part of the gross compensation and shall not be subject to such working dues
27 deductions.

1 7.03 SAN DIEGO OPERA agrees to deduct from ARTISTS' gross compensation initiation
2 fees, assessments, delinquent payments, or other similar deductions at the direction of
3 and on behalf of AGMA, provided that no later than two (2) weeks prior to ARTISTS'
4 first performance (or in the event that the ARTIST's contract has not been filed in
5 accordance with 16.01 of this Agreement, within two (2) weeks of the date of filing
6 ARTIST's contract with AGMA or as soon as practicable):

7 (a) AGMA has requested SAN DIEGO OPERA to do so, in writing; and

8 (b) In the case of PERFORMING PRINCIPAL ARTISTS only, AGMA has sent a
9 notice to ARTIST in care of SAN DIEGO OPERA outlining the nature and the
10 amount of the deduction, instructing ARTIST to contact AGMA in the case of
11 questions.

12 **SAN DIEGO OPERA agrees to provide AGMA a roster of ARTISTS engaged for each production,**
13 **with roles to be performed, no less than six (6) weeks prior to the first performance.**

14 7.04 SAN DIEGO OPERA will make every reasonable effort to forward to AGMA the
15 deductions referred to in 7.02 and 7.03, above, within twenty (20) working days
16 following ARTIST's final performance, but will make the remittance no later than forty
17 (40) days after said performance. SAN DIEGO OPERA will accompany said remittance
18 with ARTIST's name, Social Security number, and the amount of the deduction for each
19 ARTIST involved, using the following format:

20 SS#—Name—Gross Comp—Initiation fees-Basic Dues-Reinstate fees-2% Dues-other dues

21 7.05 SAN DIEGO OPERA will provide AGMA with a complete payroll register of all AGMA
22 ARTISTS engaged. Any and all remittances by SAN DIEGO OPERA of dues, if received
23 later than the applicable date set forth above, shall be subject to a penalty rate of an
24 additional two percent (2%) above the prime lending rate of the bank of AGMA,
25 compounded daily. AGMA indemnifies SAN DIEGO OPERA against any claim
26 resulting from any or all deductions made on AGMA's behalf, required of SAN DIEGO
27 OPERA in this Agreement.

1 Article 8 – **SOLICITATION OR REQUIREMENT OF CONTRIBUTIONS TO**
2 **SAN DIEGO OPERA FORBIDDEN**

3 8.01 SAN DIEGO OPERA agrees that no ARTIST will be solicited or required to make any
4 payments or contributions of any kind or nature whatsoever in order to acquire or
5 continue engagement by SAN DIEGO OPERA, or as a condition of acquiring or
6 continuing such engagement or any preferment in such engagement, and SAN DIEGO
7 OPERA agrees that it will not accept or receive any such payments or contributions.
8 Notwithstanding the above, SAN DIEGO OPERA may request ARTIST to appear in any
9 benefit or fundraising activity without compensation after SAN DIEGO OPERA has
10 reached mutual agreement to do so with the AGMA National Office and with Theatre
11 Authority, Inc.

12 8.02 AGMA and SAN DIEGO OPERA agree that payments due and owing SAN DIEGO
13 OPERA by ARTIST because of unreturned property provided by SAN DIEGO OPERA,
14 ticket purchases, or indebtedness to SAN DIEGO OPERA on behalf of and with the prior
15 knowledge of the ARTIST, are not considered "forbidden contributions" and are to be
16 repaid to SAN DIEGO OPERA by ARTIST prior to ARTIST's final performance.

17 Article 9 – **FEES AND COMMISSIONS**

18 No officer, director, or agent of SAN DIEGO OPERA and no person who occupies a paid
19 supervisory or paid executive position with AGMA or with SAN DIEGO OPERA, or who
20 receives compensation from SAN DIEGO OPERA and participates in engaging, casting, or
21 discharging of ARTISTS, shall act as manager, agent, or personal representative of any ARTIST
22 or receive any fee, commission, or other consideration for services of such character from any
23 ARTIST.

24 Article 10 – **AGMA DELEGATES AND REPRESENTATIVES**

25 10.01 A delegate or representative, duly authorized by AGMA, and with the full cooperation of
26 SAN DIEGO OPERA:

- 27 (a) Shall be admitted to any location where ARTISTS are working or are scheduled
28 to work.
- 29 (b) Shall act as liaison between ARTISTS and AGMA.

- 1 (c) Shall report any violations of this Agreement both to SAN DIEGO OPERA and to
2 AGMA.
- 3 (d) Shall have no authority to stop or interfere with any part of any performance or
4 rehearsal or interfere in any way with the performance of the duties of
5 SAN DIEGO OPERA, except (1) when authorized by the National Office of
6 AGMA to stop professional activities because of lack of payment for services or
7 failure to post a requested bond, or (2) if SAN DIEGO OPERA fails to perform as
8 set forth in 21.11 (regarding approval of smoke or fog effects), or (3) if SAN
9 DIEGO OPERA fails to perform as set forth in 21.18 (regarding health and
10 safety).
- 11 (e) Shall conduct meetings scheduled on days of rehearsal or performance and
12 pertaining to AGMA business only before or after rehearsals or performances, and
13 shall schedule such meetings so as not to interfere with rehearsal or performance.
14 SAN DIEGO OPERA will endeavor to make a facility available for such
15 meetings.
- 16 (f) Shall at all times have the right to bring matters of safety to the attention of
17 SAN DIEGO OPERA.
- 18 10.02 AGMA shall notify SAN DIEGO OPERA of any change in the AGMA Delegate(s) or
19 Representative(s) within ten (10) days of such change.
- 20 10.03 SAN DIEGO OPERA agrees to pay the AGMA Delegate a premium of fifteen percent
21 (15%) above the amount the Delegate otherwise earns as a CHORISTER or DANCER.
22 For productions where the AGMA Delegate is not a CHORISTER or DANCER, SAN
23 DIEGO OPERA agrees to pay the AGMA Delegate \$100 per week of the production,
24 inclusive of rehearsals and performances. Every day beyond a complete week shall be
25 paid \$14 per day (i.e. a 2-week and 3-day period will pay \$242). One AGMA Delegate
26 shall be paid for each production (with the exception of a Solo recital or concert.)
- 27 10.04 Within thirty (30) business days after the end of each season, representatives of
28 SAN DIEGO OPERA, including, but not limited to, the Director of Production,
29 Production Stage Manager, Music Administrator, and Chorus Master will meet with the

1 AGMA Delegate(s) and at least two (2), but not more than four (4), members of the past
2 season's CORE CHORUS, and at least one (1) representative of PRODUCTION STAFF,
3 designated by AGMA, to discuss the season and to exchange ideas for improving future
4 seasons. This group will review any safety concerns raised or disciplinary actions taken
5 during the season.

6 **Article 11 – STRIKES AND LOCKOUTS**

7 AGMA agrees not to encourage, engage in, support, or participate in any sympathy strikes or any
8 work stoppage whatsoever during the term of this Agreement for any reason, including alleged
9 unfair labor practices. AGMA will advise its members that such sympathy strikes or work
10 stoppages are in violation of this Agreement. However, SAN DIEGO OPERA recognizes
11 ARTISTS' right to determine independently to honor a lawful picket line, provided, however,
12 that by such action, ARTIST shall have voided her/his STANDARD ARTIST'S CONTRACT.
13 SAN DIEGO OPERA agrees not to lock out ARTISTS during the term of this Agreement.

14 **Article 12 – HARASSMENT, DISCRIMINATION,**
15 **AND SEGREGATION**

16 12.01 AGMA may represent its members in any dispute that may arise with
17 SAN DIEGO OPERA. SAN DIEGO OPERA shall not dismiss or otherwise penalize
18 ARTIST for fulfilling her/his duties, activities, or obligations as a delegate or as an
19 AGMA member. Any AGMA Delegate or member who claims that
20 SAN DIEGO OPERA has given her/him notice, or otherwise penalized or discriminated
21 against her/him for fulfilling her/his duties, either as a delegate or as an AGMA member,
22 may present her/his case to AGMA, which shall give SAN DIEGO OPERA an
23 opportunity to be heard if it desires such an opportunity. If AGMA is satisfied that such
24 activities are the real cause of dismissal or of any penalty, it may permit ARTIST's claim
25 to be arbitrated and shall have the power to determine the character and the amount of the
26 claim to be submitted. If the member's claim is sustained, she/he shall be reinstated with
27 back pay from the date of dismissal to the date of reinstatement plus any penalty that the
28 arbitrators shall deem appropriate in the circumstances.

29 12.02 As provided by law, SAN DIEGO OPERA and AGMA agree not to discriminate against
30 any ARTISTS in their general relationships because of race, color, creed, sex, national

1 origin, age, disability, sexual orientation, or nationality. SAN DIEGO OPERA and
2 AGMA agree to prohibit sexual harassment.

3 12.03 SAN DIEGO OPERA will not discriminate against any ARTIST in compensation,
4 performances, or engagements because of ARTIST's activities on behalf of AGMA, nor
5 shall SAN DIEGO OPERA utilize a performance venue where SAN DIEGO OPERA is
6 aware of invidious discrimination because of race, color, creed, sex, national origin, age,
7 disability, sexual orientation, or nationality.

8 12.04 SAN DIEGO OPERA and AGMA are committed to a work environment free from
9 unlawful discriminatory practices, including harassment. SAN DIEGO OPERA and
10 AGMA shall investigate and rectify all instances of alleged discrimination and/or
11 harassment. The procedures for reporting instances of alleged discrimination and
12 harassment are set forth in SAN DIEGO OPERA's Standard Operating Procedures.

13 Article 13 – **WORKER'S COMPENSATION INSURANCE**

14 SAN DIEGO OPERA will carry, at its expense, Worker's Compensation Insurance, or its
15 equivalent, covering all ARTISTS wherever they may work for SAN DIEGO OPERA, without
16 regard to fault, in compliance with the laws of California.

17 Article 14 – **SECURITY DEPOSIT**

18 14.01 Upon the request of AGMA, SAN DIEGO OPERA agrees to post a Ten Thousand Dollar
19 (\$10,000) security deposit with AGMA (the form of which is to be mutually agreed
20 upon) at least two (2) weeks prior to the commencement of any rehearsal or performance
21 to insure the fulfillment of all SAN DIEGO OPERA's obligations under the terms of this
22 Agreement and/or Standard Artists' Contracts.

23 14.02 Upon notice by SAN DIEGO OPERA to AGMA that any engagement, series of
24 engagements, or tour has been terminated and every ARTIST returned to her/his place of
25 origination, AGMA shall return such security deposit not later than four (4) weeks after
26 SAN DIEGO OPERA's final performance, provided, however, that two (2) weeks have
27 elapsed after the conclusion of SAN DIEGO OPERA's contractual obligation, less any
28 claims made by AGMA for any violations of the terms of this Agreement and/or less any

1 claims made by an ARTIST against SAN DIEGO OPERA for violations of her/his
2 individual contract.

3 **Article 15 – DEFINITIONS**

4 Whenever used in this agreement unless otherwise provided:

5 A. ARTIST'S DOMICILE - The term "ARTIST's Domicile" shall mean the resident
6 city of the ARTIST's permanent dwelling.

7 B. ARTIST'S SERVICES - The term "ARTIST's Services" shall mean any
8 performances, rehearsals, costume, wig and make-up calls, photo calls, and any other activity
9 required of ARTIST by SAN DIEGO OPERA.

10 C. CITY OF ORIGINATION - The term “City of Origination” shall be San Diego,
11 California.

12 D. CLASSIFICATION OF ROLES - The terms "Leading Roles", "Featured Roles",
13 “Supporting Roles”, and "Solo Bit Roles" shall apply to ARTISTS engaged to perform such roles
14 as defined in "Schedule C - Classification of Roles" as updated on the AGMA website.
15 Minimum chorus size, as found in "Schedule C – Classification of Roles" as updated on the
16 AGMA website, shall apply to all productions. SAN DIEGO OPERA and AGMA will jointly
17 decide by a mutually agreeable date the role classification and minimum chorus size for new
18 works. For the purposes of this Agreement, “Chorus Bit Role” shall apply to any CHORISTER
19 who in a given performance:

20 (a) Sings up to twenty-four (24) solo bars; or

21 (b) Has spoken dialogue.

22 SAN DIEGO OPERA agrees with the criteria for role classification in Schedule C, with the
23 understanding that if the vocal requirements for a Solo Bit Role are reduced below the minimum
24 of twenty-four (24) measures of music, the role becomes a Chorus Bit Role.

25 E. FINAL ORCHESTRA DRESS REHEARSAL - The final orchestra dress
26 rehearsal is a final gathering for rehearsal of all theatrical and musical elements for which no
27 tickets are on sale to the general public. An announcement will be made to the effect that because
28 this is a rehearsal, there may be starting and stopping and some ARTISTS may mark.

1 F. FREE DAY - The term "Free Day" shall mean a period of time commencing at
2 midnight and ending at 9:00 a.m. the morning of the second (2nd) day, during which no
3 ARTIST's services and/or travel shall be required. Unless otherwise provided for in this
4 Agreement, regardless of the number of contracts for which ARTIST is engaged, ARTIST shall
5 receive one (1) FREE DAY within each rehearsal and performance week, and the ARTIST shall
6 not be required to render any ARTIST's services or travel for more than a total of ten (10)
7 consecutive days without a FREE DAY, in which case the eleventh (11th) day must be a FREE
8 DAY. However, should ARTIST arrive later than the contracted beginning rehearsal date,
9 ARTIST may be required to work thirteen (13) consecutive days before a FREE DAY occurs.

10 G. MAIN STAGE - An opera performed on the San Diego Civic Theatre Stage. (Any
11 exceptions are to be negotiated with AGMA.)

12 H. NON-MAIN STAGE - An opera performed on a different stage in a smaller
13 venue produced on a smaller scale. (Any exceptions are to be negotiated with AGMA.)

14 I. PERFORMANCE WEEK - The term "Performance Week" shall mean seven (7)
15 consecutive days commencing any day selected by SAN DIEGO OPERA and ending not later
16 than the preceding day of the following week or weeks, during which at least one (1)
17 performance is given and during which there shall be one (1) FREE DAY. A FREE DAY shall
18 be included in each seven (7) consecutive day period for each ARTIST regardless of the number
19 of contracts for which the ARTIST is engaged.

20 J. REHEARSAL WEEK - The term "Rehearsal Week" shall mean seven (7)
21 consecutive days commencing on any day selected by SAN DIEGO OPERA and ending not later
22 than the preceding day of the following week or weeks, during which no performances are given.
23 A FREE DAY shall be included in each seven (7) consecutive day period for each ARTIST
24 regardless of the number of contracts for which the ARTIST is engaged.

25 K. STANDARD ARTIST'S CONTRACT - This term or the term "Individual Artist's
26 Contract" shall mean the individual contract form attached hereto as "Exhibit A".

27 L. SITZPROBE and WANDELPROBE – A "Sitzprobe" is a full musical rehearsal
28 with the orchestra usually in the pit, without scenery, costumes, or props, where the ARTISTS
29 sing seated on chairs on the stage. A "Wandelprobe" is a full musical rehearsal with the orchestra

1 in the pit, usually without scenery, costumes, or props, where the ARTISTS go through the
2 motions of their staging while singing.

3 **Article 16 – STANDARD ARTIST'S CONTRACTS**

- 4 16.01 All contracts and agreements made by SAN DIEGO OPERA with ARTISTS engaged
5 under this Agreement shall be subject to applicable laws, shall conform in every respect
6 to all the provisions of this Agreement and any applicable locally negotiated
7 amendment(s), and shall be executed on the "STANDARD ARTIST'S CONTRACT"
8 form appended to this Agreement as "Exhibit A", subject to such written additions thereto
9 and written modifications thereof as may be agreeable to ARTIST, AGMA, and to SAN
10 DIEGO OPERA, but in no event inconsistent with the Agreement or less favorable to
11 such ARTIST.
- 12 16.02 STANDARD ARTIST'S CONTRACTS shall be executed in quadruplicate: the original
13 copy to be retained by SAN DIEGO OPERA; the duplicate by ARTIST; the triplicate to
14 be filed with AGMA Health and Retirement Fund, 1430 Broadway, New York, New
15 York 10018; and quadruplicate to be filed with AGMA at least six (6) weeks prior to
16 ARTIST's first performance or five (5) days after ARTIST's contract is executed,
17 whichever is later. AGMA's copy of all STANDARD ARTIST'S CONTRACTS shall be
18 kept confidential and made available only (1) to the Executive Director, or other officer
19 having equivalent position with AGMA; and (2) when a dispute arises under the contract.
- 20 16.03 No ARTIST is permitted to take part in any performance or rehearsal without first
21 signing a STANDARD ARTIST'S CONTRACT. Individual contracts shall specify the
22 opera and role(s) for which the ARTIST is engaged, the role(s) (if any) which the
23 ARTIST is covering, dates of performance, and any other services contracted for and
24 covered by this Agreement, such as transportation compensation (which must be a
25 separate item to be provided in the contract form).
- 26 16.04 AGMA agrees that if SAN DIEGO OPERA shall deliver AGMA's copy of any executed
27 STANDARD ARTIST'S CONTRACT to AGMA, and if within thirty (30) days
28 thereafter AGMA shall not have returned said copy marked "Disapproved," AGMA shall
29 be deemed to have approved any rider, addition or modification to the aforesaid contract.

1 16.05 SAN DIEGO OPERA shall notify ARTIST that by signing a STANDARD ARTIST'S
2 CONTRACT, the ARTIST is authorizing deductions, if any, from her/his compensation
3 by SAN DIEGO OPERA on behalf of and at the direction of AGMA. AGMA agrees to
4 defend SAN DIEGO OPERA against any action taken or claim against
5 SAN DIEGO OPERA by ARTIST as a result of deductions by SAN DIEGO OPERA
6 made at the direction of and on behalf of AGMA as if such action were asserted directly
7 against AGMA, and AGMA will pay any award or judgment resulting therefrom.

8 16.06 SAN DIEGO OPERA shall notify ARTIST that by signing a STANDARD ARTIST'S
9 CONTRACT, the ARTIST is agreeing to become or to remain a member of AGMA.

10 16.07 ARTIST shall present her/himself promptly for rehearsal or performance in a proper
11 condition to fulfill her/his professional responsibilities.

12 (a) If ARTIST fails to appear on the first date of a contracted engagement other than
13 for reasons beyond ARTIST's control without receiving SAN DIEGO OPERA's
14 permission, ARTIST may be subject to a prorated reduction in pay.

15 (b) Working while intoxicated or under the influence of illegal substances may result
16 in the cancellation of the ARTIST's contract.

17 (c) ARTIST shall respect all reasonable rules and regulations appropriate to the
18 performance of operatic services, including care of costumes and props, the
19 proper use of make-up and dress as instructed, and the use of the physical
20 property of the production and/or the theater.

21 (d) ARTIST will wear all costumes, footwear, and wigs as designed and as provided
22 by SAN DIEGO OPERA. SAN DIEGO OPERA shall ensure that the costumes,
23 footwear, and/or wigs shall not subject the ARTIST to an unsafe situation and
24 shall not unreasonably restrict the ARTIST's ability to perform. Should an
25 ARTIST consider a costume unreasonably immodest, said ARTIST may request a
26 meeting with SAN DIEGO OPERA's costume representative to reach a
27 reasonable solution. Unless such requirement is noted on the ARTIST's
28 STANDARD ARTIST'S CONTRACT, no ARTISTS shall be required to appear
29 in the nude.

1 16.08 SAN DIEGO OPERA will issue STANDARD ARTIST'S CONTRACTS for Solo Bit
2 Roles and Chorus Bit Roles within two (2) weeks of final agreement on all terms and
3 conditions of engagement for said role.

4 Article 17 **– ASSIGNMENT OF ARTIST'S CONTRACT**

5 No executed STANDARD ARTIST'S CONTRACT may be assigned or transferred unless the
6 written consent of ARTIST concerned, SAN DIEGO OPERA, and AGMA shall have been
7 endorsed on the face of the contract or on the transfer of assignment thereof.

8 Article 18 **– CHANGE OF APPEARANCE NOTIFICATION**

9 SAN DIEGO OPERA may request appropriate appearance (such as the absence of facial hair) if
10 notification is given at least six (6) weeks prior to the first rehearsal. ARTIST must advise
11 SAN DIEGO OPERA at least six (6) weeks in advance of the first rehearsal of any severe
12 change in ARTIST's physical appearance, such as loss or gain of weight, since the signing of the
13 STANDARD ARTIST'S CONTRACT.

14 Article 19 **– ADVANCE NOTIFICATION TO ARTISTS**

15 As appropriate, SAN DIEGO OPERA shall notify ARTIST of the language, translation, version,
16 cuts, interpolations, dialogue additions and/or deletions, and cadenzas of each opera assigned at
17 the time the STANDARD ARTIST'S CONTRACT is signed, or if not yet known,
18 SAN DIEGO OPERA shall provide ARTIST with all information at least six (6) weeks prior to
19 the first rehearsal of said opera. Failure to so notify shall result in ARTIST and
20 SAN DIEGO OPERA mutually agreeing upon a version of the opera. This shall not apply to
21 newly composed works.

22 Article 20 **– CLEANLINESS AND FURNISHING OF COSTUMES AND**
23 **WIGS – ALL ARTISTS**

24 20.01 SAN DIEGO OPERA agrees to supply each ARTIST with all costumes, wigs, shoes
25 (except ordinary street shoes), and all special accessories required for her/his
26 performances.

27 20.02 Before the beginning of each production, SAN DIEGO OPERA will check all costumes
28 and wigs to be used by ARTISTS for cleanliness and:

29 (a) Wash all linens, stockings, tights, leotards, shirts, etc. (all washable items).

30 (b) Dry-clean one complete set of each costume.

- 1 (c) Clean and dress all wigs prior to first use by ARTIST.
- 2 20.03 Tights, stockings, and leotards to be used in performance shall be washed prior to each
3 performance, unless such items have been worn by same ARTIST no more than once
4 before.
- 5 20.04 The responsibility for the care of any costume or accessory while it is being worn by
6 ARTIST shall be upon the ARTIST, provided that the terms of this Article have been
7 complied with by SAN DIEGO OPERA, unless damage is caused by problems with sets,
8 props, or other personnel beyond the control of ARTIST.
- 9 20.05 SAN DIEGO OPERA shall clean all garments worn next to the body prior to their use by
10 ARTIST, except if such costume has been used by same ARTIST in the preceding
11 performance of the same opera.
- 12 20.06 Calls for costume fittings, in or out of the theater, shall be counted as rehearsal time for
13 the length of the call, with a minimum of one (1) hour for each production.

14 **Article 21 – REHEARSAL, DRESSING ROOM, AND PERFORMANCE**
15 **FACILITIES AND CONDITIONS – HEALTH AND SAFETY**

- 16 21.01 All rehearsal and performance venues must meet the standards for cleanliness, comfort,
17 and safety set forth in Article 21. All reasonable safeguards must be in place at every
18 rehearsal and performance.
- 19 21.02 In each theater where ARTIST performs, there shall be a sufficient number of chairs and
20 mirrors in each dressing room, as well as reasonably accessible toilets and washing
21 facilities for both women and men.
- 22 21.03 All rehearsal rooms shall be maintained in clean and sanitary condition.
- 23 21.04 SAN DIEGO OPERA will endeavor to maintain temperature in all rehearsal rooms
24 between 68 and 78 degrees Fahrenheit.
- 25 21.05 Rehearsal room floors must be level, safe, and free from loose nails or splinters.
- 26 21.06 Rehearsal venues will have restrooms that are clean and sanitary.

- 1 21.07 SAN DIEGO OPERA will notify ARTISTS of whether any rehearsals and/or
2 performances will take place outside the House Facility and the location thereof on the
3 contract schedule. In the event of an emergency such that SAN DIEGO OPERA is unable
4 to give such notice on the contract schedule, the AGMA Delegate(s) will be notified
5 immediately upon SAN DIEGO OPERA becoming aware of the fact that rehearsals
6 and/or performances will take place outside the House Facility.
- 7 21.08 Before each performance, the stage shall be washed down with soap, water, and
8 germicide.
- 9 21.09 After each setting of the stage, it shall be checked for loose nails, splinters, and firmness
10 of sets. SAN DIEGO OPERA shall be responsible for such a check and instruct the
11 proper persons to eliminate the hazard that may exist.
- 12 21.10 SAN DIEGO OPERA shall make best effort to provide, in all rehearsal and performance
13 venues, an eating area and a dressing area of sufficient space for ARTISTS waiting to
14 rehearse and/or perform.
- 15 21.11 There shall be no smoke or fog effects utilized, except for those generated by water vapor
16 or dry ice. SAN DIEGO OPERA shall also make every effort to ensure that all conduits
17 and pipes employed to create fog or smoke effects shall be clean and free of mold,
18 mildew, and contaminants. Use of the Dry Fogger Mammoth II and LN2 ("Fogger") shall
19 be permitted provided SAN DIEGO OPERA complies with the following conditions: (1)
20 AGMA will be given advance notification of the use of the Fogger. (2) Once the exact
21 usage is established for each production, a copy of the cue-to-cue will be provided to
22 AGMA with a copy to each AGMA Delegate. (3) A machine to monitor the oxygen
23 levels must be obtained and the oxygen levels monitored while the Fogger is in use.
24 OSHA recommends that the oxygen content of the effect produced to be equal to at least
25 19.5% O₂, three feet above the stage floor. (4) No ARTIST shall be staged or instructed
26 to be within 10 feet of the source of the fog effect, nor have her/his face covered by the
27 smoke and fog effect for more than 30 seconds. (5) This effect cannot be used in
28 conjunction with any other smoke or fog effect. (6) Continued use of the Fogger shall
29 cease immediately upon notification by AGMA that an AGMA-represented ARTIST or
30 ARTISTS has or have experienced physical or mental difficulties as a result of the use of

1 the effect. The parties shall then promptly engage in negotiations concerning whether and
2 how SAN DIEGO OPERA may use the Fogger in the future.

3 21.12 Prior to the first staged rehearsal of a production, SAN DIEGO OPERA shall make every
4 reasonable effort to furnish the AGMA Delegate(s) with a list of all potential common
5 allergens to be used in that production (e.g., live animals, animal fur, live or dried plants,
6 cigarette or cigar smoke, etc.) or those common allergens identified by AGMA with
7 notice to SAN DIEGO OPERA; with the trade name, manufacturer's name and address,
8 and detailed Material Safety Data Sheet (MSDS) for any chemical agent (e.g., fireworks)
9 to be used. SAN DIEGO OPERA shall make every reasonable effort to accommodate
10 requests of ARTISTS to avoid such allergens. SAN DIEGO OPERA shall also make
11 every effort to ensure that all conduits and pipes employed to create fog or smoke effects
12 shall be clean and free of mold, mildew, and contaminants.

13 21.13 SAN DIEGO OPERA will provide adequate illumination where musical scores are to be
14 used, including during auditions.

15 21.14 SAN DIEGO OPERA shall prohibit smoking in all spaces used for services as required
16 under California State and local law or ordinance, except where necessitated by the
17 production's staging requirements.

18 21.15 SAN DIEGO OPERA shall provide reasonable safeguards to protect the life, safety,
19 property, and health of each ARTIST, it being understood that each ARTIST will abide
20 by reasonable safety rules and policies established by SAN DIEGO OPERA.

21 21.16 In productions with stage combat, with or without weapons, a qualified fight instructor
22 will be engaged. A qualified fight instructor shall mean a member of the Society of
23 American Fight Directors or the British Academy of Dramatic Combat.

24 21.17 SAN DIEGO OPERA will provide reasonable safekeeping of wallets and other valuables
25 while ARTISTS are working in the theater. Where feasible, SAN DIEGO OPERA shall
26 provide, in all rehearsal and performance venues, adequate operational locking storage
27 for use by performing PRINCIPAL ARTISTS, PRODUCTION STAFF, CHORISTERS
28 and DANCERS to store their valuables during rehearsals and performances.

- 1 21.18 No AGMA member shall be asked or required to perform any activity which will
2 endanger her/his safety or health, or be subjected to physical abuse. Furthermore, SAN
3 DIEGO OPERA will provide reasonable safeguards (e.g. guard rails, luminous
4 paint/tape/uniform stairs, etc.) and sanitary work conditions.
- 5 21.19 No DANCER shall rehearse or perform on a floor of concrete, marble, or any similar
6 material or on any surface laid directly over a floor which does not provide adequate
7 resilience between the floor and the dance surface. DANCERS will be given advance
8 notice of the type of flooring to be used. An appropriate dance surface shall be available
9 for all auditions, classes, rehearsals, brush-ups, and warm-ups. Rehearsal surfaces shall
10 be similar to performance surfaces whenever possible. DANCERS may not be required to
11 rehearse full out in excess of six (6) hours a day.
- 12 21.20 SAN DIEGO OPERA agrees to use best efforts to schedule up to one (1) compensated
13 hour, at the regular rehearsal rate, for DANCERS to “walk through” choreography on the
14 set prior to the first on-stage technical rehearsal. Performance shoes will be made
15 available and costumes, if possible.
- 16 21.21 ARTISTS have the right to refuse to lift any weight that they are uncomfortable with.
17 (unless as part of a DANCER’s choreography).

18 **Article 22 – MILITARY SERVICE OF ARTIST**

19 If ARTIST is called to report to Military active Service or reserves, ARTIST may cancel her/his
20 contract by giving SAN DIEGO OPERA as much notice as the circumstances will permit, and
21 SAN DIEGO OPERA agrees to pay ARTIST’s transportation back to their CITY OF ORIGIN if
22 they have already arrived in San Diego.

23 **Article 23 – HOTEL RESERVATIONS**

24 For all SOLO SINGERS, SOLO DANCERS, SPEAKING PERFORMERS/NARRATORS,
25 MUTE PERFORMERS, STAGE DIRECTORS, and CHOREOGRAPHERS, SAN DIEGO
26 OPERA shall be responsible for securing hotel reservations and shall furnish all ARTISTS a list
27 of accommodations at different price ranges. Two (2) weeks prior to the first (1st) week of
28 rehearsals or performance, whichever is earlier, the advance agent or company manager will
29 submit to all ARTISTS of the company a list of available accommodations at the various price
30 ranges. Within one (1) week thereafter, ARTIST shall indicate her/his acceptance or her/his
31 preference to arrange for her/his own accommodations. Unless ARTIST notifies the company
32 manager of her/his acceptance of such accommodations and the associated financial liabilities,

1 SAN DIEGO OPERA shall be relieved of further responsibility. If ARTIST complies with this
2 requirement and does not receive accommodations upon arrival, she/he shall not be required to
3 rehearse or perform until such accommodations are made available. However, should
4 circumstances beyond the control of SAN DIEGO OPERA (such as a hotel confirming a
5 reservation and its not being available upon arrival of ARTIST) make it impossible for SAN
6 DIEGO OPERA to provide the proposed accommodations, ARTIST shall not avail her/himself
7 of such right, and SAN DIEGO OPERA shall provide other accommodations which are of the
8 same or better quality. The terms and conditions of this article shall also be applicable to
9 ASSISTANT CHOREOGRAPHERS, BALLET MISTRESSES/MASTERS, or DANCE
10 CAPTAINS who are working beyond a fifty-five (55) mile radius of their domicile and are
11 employed for less than 8 weeks of the season.

12 **Article 24 – RUN-OUT ENGAGEMENTS AND TOURS**

13 Should SAN DIEGO OPERA intend, during the term of this Agreement, to engage any ARTIST
14 to perform thirty (30) miles beyond the San Diego Civic Theatre, or at a theater that would
15 require an overnight stay, SAN DIEGO OPERA and AGMA will negotiate the terms and
16 conditions applicable to “Run-Out Engagements” and/or “Tours”. The terms and conditions to be
17 negotiated shall include, but not be limited to, hotel accommodations, if applicable, the methods
18 of transportation and conditions of travel, per diem payments, meal allowances, rehearsals,
19 breaks and rest periods, etc. SAN DIEGO OPERA agrees that it shall not negotiate or enter into
20 a STANDARD ARTIST’S CONTRACT with any ARTIST until such time as the minimum
21 terms and conditions for such Run-Out Engagement or Tour have been agreed to between
22 AGMA and SAN DIEGO OPERA.

23 **Article 25 – PERFORMING PRINCIPAL ARTISTS**

24 25.01 APPLICABILITY

25 For the purposes of this Article, the term “PERFORMING PRINCIPAL ARTIST” shall
26 include those ARTISTS engaged by SAN DIEGO OPERA as SOLO SINGERS, SOLO
27 DANCERS, SPEAKING PERFORMERS/NARRATORS, or MUTE PERFORMERS.

28 25.02 MINIMUM COMPENSATION AND PROVISIONS

29 (a) PERFORMANCE COMPENSATION

30 (1) The minimum compensation of PERFORMING PRINCIPAL ARTISTS
31 engaged hereunder on a per-performance basis shall be based upon the
32 CLASSIFICATION OF ROLES as agreed by SAN DIEGO OPERA and
33 AGMA, which Classification as defined in Schedule C, and shall be at no less
34 than the minimum compensation in Table 25-1.

1 Table 25-1: Minimum Per-Performance Compensation – Performing Principal Artists

Role Category	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Leading Roles	\$2,019	\$2,059	\$2,100
Featured Roles	\$1,651	\$1,684	\$1,718
Supporting Roles	\$1,283	\$1,309	\$1,335
Solo Bit Roles	\$1,008	\$1,028	\$1,049
Solo Dancers	\$1,100	\$1,122	\$1,144

2
3 (2) PERFORMING PRINCIPAL ARTISTS engaged on a per-performance basis
4 shall receive no less than one performance fee at the minimum compensation
5 set forth above for each week of engagement. For each such per-performance
6 fee, an ARTIST may be required to provide thirty (30) hours of service in the
7 form of performance or rehearsal services. Each performance in which the
8 ARTIST participates shall be considered four hours of service. When a
9 rehearsal requiring costume is called, an addition one hour shall be allocated
10 for dressing and undressing.

11 (b) OVERTIME

12 (1) Overtime compensation shall be at least fifty dollars (\$50.00) per hour and
13 shall be computed and paid in quarter-hour increments. Such overtime
14 compensation may be credited to PERFORMING PRINCIPAL ARTIST's
15 over-scale compensation.

16 (2) Any rehearsal called on a FREE DAY shall be compensated at least fifty-five
17 dollars (\$55.00) per hour. The minimum call on a FREE DAY is three (3)
18 hours. FREE DAY compensation for a call on a FREE DAY shall not be
19 credited to ARTIST's over-scale compensation.

1 (c) COMBINING OF ROLES

2 (1) When a PERFORMING PRINCIPAL ARTIST is engaged to perform two (2)
3 roles in the same performance other than two (2) Solo Bit Roles, and that
4 combination is not listed in Schedule C, the combination of these two (2) roles
5 should be considered to be equal to the next higher category of the higher of
6 the two (2) roles if the roles are in a separate category, or the next higher
7 category of the two (2) roles if the roles are in the same category, except when
8 one of the roles is a Leading or Featured Role, in which case each role shall be
9 compensated separately. This does not apply to those multiple roles that
10 traditionally have been performed by one (1) ARTIST.

11 (2) When a PERFORMING PRINCIPAL ARTIST is engaged to perform two (2)
12 or more Solo Bit Roles in the same performance, ARTIST shall be paid at the
13 applicable rate for each Solo Bit Role performed.

14 (3) Chorus Bit Roles will normally be assigned to CHORISTERS performing in
15 the Opera. If a Chorus Bit Role is not assigned to a member of the CHORUS
16 performing in the Opera, each Chorus Bit Role shall be paid at the Solo Bit
17 Role rate.

18 (4) For any combination of roles not provided for herein, the minimum
19 compensation of the PERFORMING PRINCIPAL ARTIST must be discussed
20 with and approved by AGMA.

21 (d) EXTRA PERFORMANCES AND SERVICES

22 (1) A PERFORMING PRINCIPAL ARTIST engaged by SAN DIEGO OPERA
23 shall be required to take part in no more than three (3) MAIN STAGE
24 performances in any one week, unless mutually agreed upon by AGMA,
25 ARTIST, and SAN DIEGO OPERA.

26 (2) Any ARTIST who performs the services of PERFORMING PRINCIPAL
27 ARTIST and STAGE DIRECTOR in the same opera production shall be paid
28 two (2) distinct fees for such engagement.

1 (3) Any ARTIST who performs the services of a CHOREOGRAPHER in
2 addition to that of a SOLO DANCER shall be paid both fees, either at the
3 weekly rate or the single-performance rate, as the case may be.

4 (e) COVERS

5 (1) A COVER is a PERFORMING PRINCIPAL ARTIST who is contracted for
6 the rehearsal and performance period of a production to learn, rehearse, and, if
7 required by SAN DIEGO OPERA, perform role(s) that another ARTIST(s)
8 has been contracted to perform.

9 (2) COVER shall be paid no less than the minimum per-performance
10 compensation as set forth above for each role covered. Any PERFORMING
11 PRINCIPAL ARTIST engaged to cover a role who is not required to be
12 available to SAN DIEGO OPERA shall receive no less than fifty percent
13 (50%) of the minimum per-performance compensation as set forth above for
14 each role covered, provided, however, that if the COVER is subsequently
15 required to be available to SAN DIEGO OPERA, the COVER shall be paid no
16 less than the balance of the minimum compensation due.

17 (3) If a PERFORMING PRINCIPAL ARTIST is engaged as a COVER for a
18 Leading, Featured, Supporting, or Solo Bit Role, and is also engaged to
19 perform a PERFORMING PRINCIPAL ARTIST role in the same production,
20 the ARTIST shall receive no less than the minimum per-performance rate for
21 the role performed plus fifty percent (50%) of the minimum performance rate
22 for the role covered. If the ARTIST performs the covered role, the ARTIST
23 shall receive the balance of the minimum compensation for that role and
24 performance.

25 (4) All other terms and conditions of this Agreement shall apply to COVERS.

26 (f) PER DIEM

27 (1) Per Diem payments for all ARTISTS noted above shall be made when
28 ARTIST is working for SAN DIEGO OPERA beyond a fifty-five (55) mile

1 radius of ARTIST's domicile. Per Diem payments shall be no less than the
2 minimum rates shown in Table 25-2.

3 Table 25-2: Minimum Per Diem when Performing Principal Artist is in San Diego

Time Frame	As of 8/1/2018
Up to 4 Weeks	\$144
4 Weeks or More	\$121

4
5 (2) When SAN DIEGO OPERA provides (or is prepared to provide) suitable
6 lodging to PERFORMING PRINCIPAL ARTISTS, SAN DIEGO OPERA
7 may satisfy the Per Diem requirement herein by the payment of a meal
8 allowance equal to one-half ($\frac{1}{2}$) of the above Per Diem rate for stays of four
9 (4) weeks or more.

10 (3) This Per Diem or meal allowance is in addition to any rehearsal compensation
11 to which PERFORMING PRINCIPAL ARTIST is entitled.

12 (g) REHEARSAL PROVISIONS

13 (1) Rehearsals during Performance Weeks. SAN DIEGO OPERA shall be entitled
14 to not more than four (4) hours of uncompensated rehearsal during any
15 PERFORMANCE WEEK. All hours of rehearsal scheduled in excess of the
16 four (4) hours permitted above shall be paid at the overtime rate indicated in
17 25.02(b) above.

18 (2) Rehearsals for PERFORMING PRINCIPAL ARTISTS Engaged on a Per-
19 Performance Basis. PERFORMING PRINCIPAL ARTISTS engaged by SAN
20 DIEGO OPERA on a per-performance basis may be required to rehearse
21 without compensation not more than three (3) hours prior to each specific
22 single performance of an opera production for which the ARTIST is engaged.
23 In no event may an ARTIST rehearse more than a total of six (6)
24 uncompensated hours per opera production. All additional hours of rehearsal
25 shall be paid at the overtime rate indicated in 25.02(b) above.

1 (3) Rehearsals during Rehearsal Weeks. PERFORMING PRINCIPAL ARTISTS
2 may rehearse no more than thirty (30) hours per week nor more than six (6)
3 hours per day during a six (6) day REHEARSAL WEEK. If the weekly or
4 daily hourly limitations for rehearsal are exceeded, excess hours shall be paid
5 at the overtime rate indicated in 25.02(b) above.

6 (h) CONTRACTS

7 (1) Except in case of emergency, PERFORMING PRINCIPAL ARTISTS
8 must give 12 weeks' notice prior to the first scheduled rehearsal if
9 withdrawing from a contracted production.

10 (i) SOLO BIT ROLES

11 (1) All Solo Bit Roles shall be cast with PERFORMING PRINCIPAL ARTISTS
12 having actual residency within a fifty-five (55) mile radius of the San Diego
13 Civic Theatre. ARTISTS shall submit proof of actual residency satisfactory to
14 both AGMA and SAN DIEGO OPERA prior to auditioning for the role.

15 25.03 RETIREMENT COVERAGE

16 To provide retirement for PERFORMING PRINCIPAL ARTISTS, SAN DIEGO OPERA
17 agrees to pay eighty-five dollars (\$85.00) per performance. This payment shall be made
18 to the AGMA Retirement Plan no later than the fifteenth (15th) day of the month
19 following the month containing the final performance of the production. Quarterly reports
20 of contributions paid in, benefits paid out, and amount and disposition of forfeitures shall
21 be made to SAN DIEGO OPERA.

22 25.04 PAYMENT TO ARTISTS

23 (a) PERFORMING PRINCIPAL ARTISTS engaged on a per-performance basis shall
24 be paid no later than the beginning of each performance, unless otherwise agreed
25 upon in ARTIST's STANDARD ARTIST'S CONTRACT.

26 (b) Payments shall be made in cash or by company check in United States dollars
27 regardless of where performances take place.

28 (c) PERFORMING PRINCIPAL ARTISTS shall be paid no less than the first seven
29 (7) days of ARTIST's contracted Per Diem upon arrival in San Diego and shall
30 receive each subsequent week's Per Diem no later than the first day of the week

1 for which the Per Diem is being paid, unless otherwise requested by ARTIST. In
2 addition, all non-resident ARTISTS contracted at minimum rate shall receive the
3 equivalent of bus or airport shuttle transportation expenses to and from the
4 airports, bus terminal and railway stations upon submission of receipts.

- 5 (d) When SAN DIEGO OPERA provides (or is prepared to provide) suitable lodging,
6 SAN DIEGO OPERA may satisfy the Per Diem requirement herein by the
7 payment of a meal allowance equal to one-half (½) of the Per Diem amount
8 provided for stays of four (4) weeks or more.
- 9 (e) No later than the last performance, SAN DIEGO OPERA shall provide
10 PERFORMING PRINCIPAL ARTIST with a written breakdown of fees and Per
11 Diem, or meal allowance, as appropriate.

12 25.05 GENERAL REHEARSAL PROVISIONS

- 13 (a) No rehearsal shall end later than 11:30 p.m. except dress rehearsals, which may
14 last until 12:30 a.m.
- 15 (b) There shall be a minimum sixty (60) minute break for lunch or dinner between
16 rehearsal calls.
- 17 (c) SAN DIEGO OPERA will provide each PERFORMING PRINCIPAL ARTIST
18 with one FREE DAY per week, regardless of the number of contracts for which
19 such ARTIST is employed. By Wednesday of any given rehearsal week, SAN
20 DIEGO OPERA shall post a notice of the designated FREE DAY of each
21 ARTIST for the next week.
- 22 (d) PERFORMING PRINCIPAL ARTISTS singing Leading and Featured Roles shall
23 not be called for any rehearsal on a performance day, except in emergency cases
24 or unless otherwise requested by ARTIST.
- 25 (e) For PERFORMING PRINCIPAL ARTISTS appearing in multiple productions
26 with SAN DIEGO OPERA during a given season, SAN DIEGO OPERA shall
27 endeavor to schedule service so that the ARTIST shall not be required to rehearse
28 one show on a performance day of another show. Should SAN DIEGO OPERA
29 find it necessary to schedule a rehearsal on a performance day, there shall be a

1 minimum of a two (2) hour rest period between the end of the rehearsal and the
2 call for that performance.

3 (f) No rehearsal or performance shall be scheduled sooner than twelve (12) hours
4 following the end of the preceding evening's rehearsal or performance, except in
5 emergency cases or unless otherwise requested by PERFORMING PRINCIPAL
6 ARTIST. When the preceding rehearsal or performance requires make-up, the
7 twelve (12) hour period shall commence one-half (½) hour after dismissal from
8 the stage.

9 (g) No rehearsal shall be scheduled to commence before 10:00 a.m.

10 (h) The call for a dress rehearsal shall start one-half (½) hour prior to the call to
11 report on-stage and shall be included in computing the total hours of rehearsal
12 permitted herein. In addition, one-half (½) hour following dismissal from the
13 stage for the removal of costumes and make-up shall be included when computing
14 (calculating) total hours of rehearsal permitted.

15 (i) No rehearsals shall be scheduled within two (2) hours of any PERFORMING
16 PRINCIPAL ARTIST's make-up call prior to a dress rehearsal or performance,
17 except in emergency cases, or unless requested by ARTIST.

18 (j) Excluding calls for Onstage Rehearsals or Tech and Dress Rehearsals, the
19 maximum length of any rehearsal shall not exceed four (4) hours unless it is the
20 only rehearsal of the day, in which case, the maximum length shall not exceed
21 five (5) hours.

22 25.06 FREE DAY

23 (a) Regardless of the number of contracts for which PERFORMING PRINCIPAL
24 ARTIST is engaged, ARTIST shall receive one (1) FREE DAY within each
25 rehearsal and performance week and the ARTIST shall not be required to render
26 any ARTIST's services or travel for more than a total of ten (10) consecutive days
27 without a FREE DAY, in which case the eleventh (11th) day must be a FREE
28 DAY. However, should ARTIST arrive later than the contracted beginning

1 rehearsal date, ARTIST may be required to work thirteen (13) consecutive days
2 before a FREE DAY occurs.

3 (b) Any service called on a FREE DAY shall be compensated pursuant to the terms
4 of 25.02(b)(2) above.

5 (1) If a PERFORMING PRINCIPAL ARTIST is compensated for service on
6 a FREE DAY, SAN DIEGO OPERA may schedule no more than a total of
7 ten (10) consecutive days from the compensated FREE DAY without a
8 subsequent FREE DAY being given.

9 (2) No PERFORMING PRINCIPAL ARTIST shall be required to provide
10 service on more than one FREE DAY in any given two-week period.

11 25.07 BREAKS

12 All PERFORMING PRINCIPAL ARTISTS shall be allowed an uninterrupted break of
13 not less than ten (10) minutes for every ninety (90) minutes of staging or music rehearsal
14 scheduled. Breaks need not be at the same time for all ARTISTS. The breaks shall be
15 granted according to the following schedule:

16 (1) Up to fifty-five (55) minutes, a ten (10) minute break.

17 (2) From fifty-five (55) minutes to seventy-five (75) minutes, a fifteen (15)
18 minute break.

19 (3) Greater than seventy-five (75) minutes, a twenty (20) minute break.

20 (4) A twenty (20) minute break must be given after ninety (90) minutes of
21 continuous rehearsal.

22 25.08 TRANSPORTATION

23 (a) It is SAN DIEGO OPERA's responsibility to provide transportation on behalf of
24 PERFORMING PRINCIPAL ARTIST to and from San Diego and ARTIST's
25 DOMICILE for all ARTISTS.

26 (b) By Plane — PERFORMING PRINCIPAL ARTIST agrees to travel by regularly
27 scheduled airline, however, ARTIST and SAN DIEGO OPERA may agree to
28 alternate means of transportation by mutual consent of the parties, to be indicated
29 upon the STANDARD ARTIST'S CONTRACT. In the event that ARTIST

1 performs with other producing organizations immediately prior to or immediately
2 following an engagement, air travel expenses may be prorated with the other
3 organizations involved.

4 (c) Sickness of PERFORMING PRINCIPAL ARTIST:

5 (1) In the event that PERFORMING PRINCIPAL ARTIST shall be unable to
6 perform services due to illness, SAN DIEGO OPERA shall return
7 ARTIST to her/his DOMICILE and shall provide ARTIST with return
8 transportation by the same means as provided for the ARTIST's arrival,
9 and no further claim for payment under ARTIST's contract shall be due
10 after departure because of such illness.

11 (2) It shall be the obligation of SAN DIEGO OPERA to provide
12 transportation to the place of performance for PERFORMING
13 PRINCIPAL ARTIST engaged to replace PERFORMING PRINCIPAL
14 ARTIST forced to cancel her/his contract, by the same means or better as
15 provided ARTIST who has been forced to cancel their contract, and to
16 provide return transportation to the CITY OF ORIGINATION at the end
17 of the engagement period.

18 (3) SAN DIEGO OPERA may request a certificate of a doctor as to the illness
19 of PERFORMING PRINCIPAL ARTIST and an examination by a doctor
20 designated and paid for by SAN DIEGO OPERA as a condition precedent
21 to fulfilling 25.08(c) above.

22 **Article 26 – STAGE DIRECTORS**

23 26.01 MINIMUM COMPENSATION AND PROVISIONS

24 (a) MINIMUM COMPENSATION

25 The minimum compensation for STAGE DIRECTORS shall be on a per-
26 production basis, and shall be at no less than the minimum compensation shown
27 in Table 26-1. For any NON-MAIN STAGE production for which SAN DIEGO
28 OPERA seeks lesser terms and conditions for the STAGE DIRECTOR, SAN
29 DIEGO OPERA will negotiate said terms and conditions with AGMA.

1 Table 26-1: Minimum Per-Production Compensation – Stage Directors

Per-Production Rate	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Stage Directors	\$11,272	\$11,497	\$11,727

2
3 (b) PER DIEM

4 (1) Per Diem payments for STAGE DIRECTOR shall be made when STAGE
5 DIRECTOR is working for SAN DIEGO OPERA beyond a fifty-five (55)
6 mile radius of STAGE DIRECTOR’s DOMICILE. Per Diem payments
7 shall be no less than the minimum rates shown in Table 26-2.

8 Table 26-2: Minimum Per Diem when Stage Director is in San Diego

Time Frame	As of 8/1/2018
Up to 4 Weeks	\$144
4 Weeks or More	\$121

9
10 (2) When SAN DIEGO OPERA provides (or is prepared to provide) suitable
11 lodging to STAGE DIRECTOR, SAN DIEGO OPERA may satisfy the
12 Per Diem requirement herein by the payment of a meal allowance equal to
13 one-half (½) of the above Per Diem rate for stays of four (4) weeks or
14 more.

15 (3) This Per Diem or meal allowance is in addition to any rehearsal
16 compensation to which STAGE DIRECTOR is entitled.

17 (c) OVERTIME

18 (1) In recognition of the unique nature of the position, STAGE DIRECTORS
19 are not subject to the rehearsal limitations or the overtime provisions
20 contained elsewhere in this Agreement. However, SAN DIEGO OPERA
21 shall assign only reasonable and industry-accepted hours and
22 responsibilities.

1 (2) Nothing in this Article shall abrogate the rights of the STAGE
2 DIRECTORS with regard to other provisions of this Agreement,
3 including, but not limited to, Arbitration, Force Majeure, Health
4 Insurance, and the like.

5 (d) COMPENSATION FOR ADDITIONAL SERVICES

6 (1) Should the STAGE DIRECTOR be required to rehearse alternate casts,
7 provisions shall be made in the individual STANDARD ARTIST'S
8 CONTRACT.

9 (2) Should a STAGE DIRECTOR be engaged to direct a newly designated
10 production, with new sets, costumes, lighting, and direction, and should
11 such production be remounted or rented to another company, such STAGE
12 DIRECTOR shall be engaged to stage the subsequent presentation of the
13 production. or, if not engaged to direct, receive a residual of no less than
14 five percent (5%) of the STAGE DIRECTOR's total contractual
15 compensation received for the original creation of the production.

16 26.02 RETIREMENT COVERAGE

17 (a) To receive retirement benefits, STAGE DIRECTOR must be principally involved
18 in the staging of the production, but need not be present for all performances to be
19 credited for each performance.

20 (b) To provide retirement for STAGE DIRECTORS, SAN DIEGO OPERA agrees to
21 pay eighty-five dollars (\$85.00) per performance. This payment shall be made to
22 the AGMA Retirement Plan no later than the fifteenth (15th) day of the month
23 following the month containing the final performance of the production. Quarterly
24 reports of contributions paid in, benefits paid out, and amount and disposition of
25 forfeitures shall be made to SAN DIEGO OPERA.

26 26.03 PAYMENT TO ARTISTS

27 (a) STAGE DIRECTORS engaged on a per-production basis shall be paid twenty-
28 five percent (25%) of the total agreed-upon compensation no later than the end of

1 the first week of staging. The residual amount shall be paid no later than opening
2 night of the production for which the STAGE DIRECTOR was engaged.

3 (b) Payments shall be made in cash or by company check in United States dollars
4 regardless of where performances take place.

5 (c) STAGE DIRECTORS shall be paid no less than the first seven (7) days of
6 ARTIST's contracted Per Diem upon arrival in San Diego and shall receive each
7 subsequent week's Per Diem no later than the first day of the week for which the
8 Per Diem is being paid, unless otherwise requested by ARTIST. In addition, all
9 non-resident ARTISTS contracted at minimum rate shall receive the equivalent of
10 bus or airport shuttle transportation expenses to and from the airports, bus
11 terminal and railway stations upon submission of receipts.

12 (d) When SAN DIEGO OPERA provides (or is prepared to provide) suitable lodging,
13 SAN DIEGO OPERA may satisfy the Per Diem requirement herein by the
14 payment of a meal allowance equal to one-half (½) of the Per Diem amount
15 provided for stays of four (4) weeks of more.

16 (e) No later than the last performance, SAN DIEGO OPERA shall provide STAGE
17 DIRECTOR with a written breakdown of fees and per diem, or meal allowance,
18 as appropriate.

19 26.04 REHEARSAL PROVISIONS

20 STAGE DIRECTORS should be prepared to rehearse in accordance with the parameters
21 set forth in the STANDARD ARTIST'S CONTRACT, provided said Contract has been
22 signed by the ARTIST or her/his agent prior to commencement of rehearsals.

23 26.05 TRANSPORTATION

24 (a) It is SAN DIEGO OPERA's responsibility to provide transportation on behalf of
25 STAGE DIRECTOR to and from San Diego and ARTIST's DOMICILE.

26 (b) By Plane — STAGE DIRECTOR agrees to travel by regularly scheduled airline,
27 however, ARTIST and SAN DIEGO OPERA may agree to alternate means of
28 transportation by mutual consent of the parties, to be indicated upon the Standard
29 Artist's Contract. In the event that ARTIST performs with other producing

1 organizations immediately prior to or immediately following an engagement, air
2 travel expenses may be prorated with the other organizations involved.

3 (c) Sickness of STAGE DIRECTOR:

4 (1) In the event that STAGE DIRECTOR shall be unable to perform services
5 due to illness, SAN DIEGO OPERA shall return ARTIST to her/his
6 DOMICILE and shall provide ARTIST with return transportation by the
7 same means as provided for the ARTIST’s arrival, and no further claim
8 for payment under ARTIST’s contract shall be due after departure because
9 of such illness.

10 (2) It shall be the obligation of SAN DIEGO OPERA to provide
11 transportation to the place of performance for STAGE DIRECTOR
12 engaged to replace STAGE DIRECTOR forced to cancel her/his contract,
13 by the same means or better as provided STAGE DIRECTOR who has
14 been forced to cancel her/his contract, and to provide return transportation
15 to the CITY OF ORIGINATION at the end of the engagement period.

16 (3) SAN DIEGO OPERA may request a certificate of a doctor as to the illness
17 of STAGE DIRECTOR and an examination by a doctor designated and
18 paid for by SAN DIEGO OPERA as a condition precedent to fulfilling
19 26.05(c) above.

20 **Article 27 – CHOREOGRAPHERS**

21 27.01 MINIMUM COMPENSATION AND PROVISIONS

22 (a) WEEKLY COMPENSATION

23 The minimum compensation for CHOREOGRAPHERS shall be on a weekly basis,
24 and shall be at no less than the minimum compensation shown in Table 27-1.

25 Table 27-1: Minimum Weekly Compensation – Choreographer

Weekly Rate	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Choreographers	\$1,288	\$1,314	\$1,340

26

1 (b) PER DIEM

- 2 (1) Per Diem payments for CHOREOGRAPHERS shall be made when
3 ARTIST is working for SAN DIEGO OPERA beyond a fifty-five (55)
4 mile radius of ARTIST's DOMICILE. Per Diem payments shall be no less
5 than the minimum rates shown in Table 27-2.

6 Table 27-2: Minimum Per Diem when Choreographer is in San Diego

Time Frame	As of 8/1/2018
Up to 4 Weeks	\$144
4 Weeks or More	\$121

- 7
- 8 (2) When SAN DIEGO OPERA provides (or is prepared to provide) suitable
9 lodging to CHOREOGRAPHER, SAN DIEGO OPERA may satisfy the
10 Per Diem requirement herein by the payment of a meal allowance equal to
11 one-half (½) of the above per diem rate for stays of four (4) weeks or
12 more.
- 13 (3) This Per Diem or meal allowance is in addition to any rehearsal
14 compensation to which ARTIST is entitled.

15 (c) OVERTIME

16 In recognition of the unique nature of the position, CHOREOGRAPHERS are not
17 subject to the rehearsal limitations or the overtime provisions contained elsewhere
18 in this Agreement. However, SAN DIEGO OPERA shall assign only reasonable
19 and industry-accepted hours and responsibilities.

20 (d) COMPENSATION FOR ADDITIONAL SERVICES

- 21 (1) Should the CHOREOGRAPHER be required to rehearse alternate casts,
22 provisions shall be made in the individual STANDARD ARTIST'S
23 CONTRACT.
- 24 (2) Should a CHOREOGRAPHER be engaged to choreograph a newly
25 designated production, with new sets, costumes, lighting, and direction,

1 and should such production be remounted or rented to another company,
2 such CHOREOGRAPHER shall be engaged to stage the subsequent
3 presentation of the production or, if not engaged to choreograph, receive a
4 residual of no less than five percent (5%) of the CHOREOGRAPHER'S
5 total contractual compensation received for the original creation of the
6 production.

7 (3) Any DANCER who performs the services of a CHOREOGRAPHER in
8 addition to that of a SOLO DANCER, shall be paid both fees, either at
9 weekly rate or the single performance rate, as the case may be.

10 27.02 RETIREMENT COVERAGE

11 (a) To receive retirement benefits, CHOREOGRAPHER must be principally
12 involved in the staging of the production, but need not be present for all
13 performances to be credited for each performance.

14 (b) To provide retirement for CHOREOGRAPHERS, SAN DIEGO OPERA agrees to
15 pay eighty-five dollars (\$85.00) per performance. This payment shall be made to
16 AGMA Retirement Plan no later than the fifteenth (15th) day of the month
17 following the month containing the final performance of the production. Quarterly
18 reports of contributions paid in, benefits paid out, and amount and disposition of
19 forfeitures shall be made to SAN DIEGO OPERA.

20 27.03 PAYMENT TO ARTISTS

21 (a) CHOREOGRAPHERS engaged on a weekly basis shall be paid no later than
22 Friday following the last day of the pay period. Each paycheck covers the two
23 weeks of pay during the biweekly pay period.

24 (b) Payments shall be made in cash or by company check in United States dollars
25 regardless of where performances take place.

26 (c) CHOREOGRAPHERS shall be paid no less than the first seven (7) days of
27 ARTIST's contracted per diem upon arrival in San Diego and shall receive each
28 subsequent week's per diem no later than the first day of the week for which the
29 per diem is being paid, unless otherwise requested by ARTIST. In addition, all

1 non-resident ARTISTS contracted at minimum rate shall receive the equivalent of
2 bus or airport shuttle transportation expenses to and from the airports, bus
3 terminal and railway stations upon submission of receipts.

4 (d) When SAN DIEGO OPERA provides (or is prepared to provide) suitable lodging,
5 SAN DIEGO OPERA may satisfy the per diem requirement herein by the
6 payment of a meal allowance equal to half (½) of the per diem amount provided
7 for stays of four (4) weeks or more.

8 (e) No later than the last performance, SAN DIEGO OPERA will provide
9 CHOREOGRAPHER with a written breakdown of fees and per diem, or meal
10 allowance as appropriate.

11 27.04 REHEARSAL PROVISIONS

12 CHOREOGRAPHERS should be prepared to rehearse in accordance with the parameters
13 set forth in the STANDARD ARTIST'S CONTRACT, provided said Contract has been
14 signed by the ARTIST or his/her agent prior to commencement of rehearsals.

15 27.05 FREE DAY

16 During the week, CHOREOGRAPHER shall receive one (1) FREE DAY during which
17 there shall be no rehearsals or performances whatsoever.

18 27.06 TRANSPORTATION

19 (a) It is SAN DIEGO OPERA's responsibility to provide transportation on behalf of
20 CHOREOGRAPHER to and from San Diego and ARTIST's DOMICILE for all
21 CHOREOGRAPHERS.

22 (b) By Plane —CHOREOGRAPHER agrees to travel by regularly scheduled airline,
23 however, ARTIST and SAN DIEGO OPERA may agree to alternate means of
24 transportation by mutual consent of the parties, to be indicated upon the Standard
25 Artist's Contract. In the event that ARTIST performs with other producing
26 organizations immediately prior to or immediately following an engagement, air
27 travel expenses may be pro-rated with the other organizations involved.

28 (c) Sickness of CHOREOGRAPHER:

- 1 (1) In the event that CHOREOGRAPHER shall be unable to perform services
 2 due to illness SAN DIEGO OPERA shall return CHOREOGRAPHER to
 3 her/his DOMICILE and shall provide ARTIST with return transportation
 4 by the same means as provided for the ARTIST’s arrival, and no further
 5 claim for payment under ARTIST's contract shall be due after departure
 6 because of such illness.
- 7 (2) It shall be the obligation of SAN DIEGO OPERA to provide
 8 transportation to the place of performance for CHOREOGRAPHER
 9 engaged to replace CHOREOGRAPHER forced to cancel his or her
 10 contract, by the same means or better as provided ARTIST who has been
 11 forced to cancel their contract, and to provide return transportation to the
 12 CITY OF ORIGINATION at the end of the engagement period.
- 13 (3) SAN DIEGO OPERA may request a certificate of a doctor as to the illness
 14 of CHOREOGRAPHER and an examination by a doctor designated and
 15 paid for by SAN DIEGO OPERA as a condition precedent to fulfilling the
 16 above 27.06 (c) above.

17 **Article 28 – ASSISTANT CHOREOGRAPHERS AND BALLET**
 18 **MISTRESSES/MASTERS**

19 28.01 MINIMUM COMPENSATION AND PROVISIONS

20 (a) WEEKLY COMPENSATION

21 The minimum compensation for ASSISTANT CHOREOGRAPHERS and/or
 22 BALLET MISTRESSES/MASTERS shall be on a weekly basis, and shall be at
 23 no less than the minimum compensation shown in Table 28-1.

24 Table 28-1: Minimum Weekly Compensation – Asst. Choreographers and/or Ballet
 25 Mistresses/Masters

Weekly Rate	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Asst. Choreographers	\$939	\$958	\$977
Ballet Mistresses/Masters	\$939	\$958	\$977

1 (b) HOUSING AND PER DIEM

2 (1) ALL ASSISTANT CHOREOGRAPHERS and/or BALLET
3 MISTRESSES/MASTERS who work beyond a fifty-five (55) mile radius
4 of their DOMICILE and are contracted more than eight (8) weeks of the
5 season shall be provided suitable housing by SAN DIEGO OPERA
6 whenever possible or will receive a housing allowance of two hundred
7 forty-six dollars (\$246.00) per week beginning August 1, 2012, and
8 increasing 4% on each anniversary date of this Agreement. When housing
9 is provided per this paragraph, no Per Diem is paid.

10 (2) ALL ASSISTANT CHOREOGRAPHERS and/or BALLET
11 MISTRESSES/MASTERS who work beyond a fifty-five (55) mile radius
12 of their DOMICILE and are contracted less than eight (8) weeks of the
13 season shall be paid a Per Diem instead of housing or the above housing
14 allowance. Per Diem payments shall be no less than the minimum rates
15 shown in Table 28-2.

16 Table 28-2: Minimum Per Diem when Asst. Choreographer and/or Ballet
17 Mistress/Master is in San Diego

Time Frame	As of 8/1/2018
Up to 4 Weeks	\$144
4 Weeks or More	\$121

18
19 (3) This Per Diem or meal allowance is in addition to any rehearsal
20 compensation to which ASSISTANT CHOREOGRAPHER and/or
21 BALLET MISTRESS/MASTER is entitled.

22 28.02 REHEARSAL PROVISIONS

23 (a) ASSISTANT CHOREOGRAPHERS and/or BALLET MISTRESSES/MASTERS
24 should be prepared to rehearse in accordance with parameters set forth in the
25 STANDART ARTIST'S CONTRACT, provided said Contract has been signed
26 by ARTIST or her/his agent prior to commencement of rehearsals.

- 1 (b) ASSISTANT CHOREOGRAPHERS and/or BALLET MISTRESSES/MASTERS
2 may not rehearse more than thirty (30) hours per week or more than six (6) hours
3 per day during a six (6) day REHEARSAL WEEK. If these hourly limitations are
4 exceeded, such hours shall be paid at the overtime rate of at least fifty dollars
5 (\$50.00) per hour and shall be computed and paid in quarter-hour increments.
6 Overtime compensation shall not be credited to over-scale compensation.
- 7 (c) There shall be a minimum ninety (90) minute break for lunch or dinner between
8 rehearsal calls.
- 9 (d) During the week, ASSISTANT CHOREOGRAPHERS and/or BALLET
10 MISTRESSES/MASTERS shall receive one (1) FREE DAY during which there
11 shall be no rehearsals or performances whatsoever.
- 12 (e) No rehearsal or performance shall be scheduled sooner than twelve (12) hours
13 following the end of the preceding evening's rehearsal or performance.

14 28.03 BREAKS

- 15 (a) For rehearsals, there shall be a ten (10) minute break at the end of each fifty (50)
16 minutes of rehearsal.
- 17 (b) For staging/technical rehearsals, ninety (90) minutes of staging and/or technical
18 rehearsal may elapse before a break is given, provided that total break periods add
19 up to ten (10) minutes for each hour. All break times will be given as consecutive
20 minutes uninterrupted by opera business. The breaks shall be granted according to
21 the following schedule:
- 22 (1) Up to fifty-five (55) minutes, a ten (10) minute break.
- 23 (2) From fifty-five (55) minutes to seventy-five (75) minutes, a fifteen (15)
24 minute break.
- 25 (3) Greater than seventy-five (75) minutes, a twenty (20) minute break.
- 26 (4) A twenty (20) minute break must be given after ninety (90) minutes of
27 continuous rehearsal.

1 (c) For Orchestra Rehearsals, break schedules shall coincide with orchestra break
2 schedule, with the first ten (10) minutes of any such breaks designated as
3 DANCER break time, provided that total break periods add up to ten (10) minutes
4 for each hour, except the final hour where there is a ten (10) minute early release
5 or break. SAN DIEGO OPERA shall make every reasonable effort to provide a
6 ten (10) minute break within the first (90) minutes of the call.

7 (d) For FINAL ORCHESTRA DRESS REHEARSALS, this rehearsal shall be run of
8 show. During the run of show, SAN DIEGO OPERA will make every reasonable
9 effort to provide a break of fifteen (15) minutes during intermission. SAN DIEGO
10 OPERA will determine intermission break scheduling with the AGMA Delegate
11 prior to final dress rehearsal.

12 (e) The total amount of break for each given length of rehearsal is shown below:

13	2-hour rehearsal	20 minutes of break
14	2 1/2-hour rehearsal	25 minutes of break
15	3-hour rehearsal	30 minutes of break
16		
17	3 1/2-hour rehearsal	35 minutes of break
18		
19	4-hour rehearsal	40 minutes of break
20		
21	4 1/2-hour rehearsal	45 minutes of break
22		
23	5-hour rehearsal	50 minutes of break
24		

25 28.04 PARKING/PARKING REIMBURSEMENT

26 SAN DIEGO OPERA shall provide each ASSISTANT CHOREOGRAPHER or
27 BALLET MISTRESS/MASTER free off-street, gated or attended parking at a mutually
28 acceptable lot for each service (i.e. rehearsals, performances, and fittings) held at the
29 Civic Center Concourse complex. For services held elsewhere or those held at a time
30 when SAN DIEGO OPERA-contracted Civic Center/Concourse parking is unavailable,
31 SAN DIEGO OPERA agrees to reimburse ASSISTANT CHOREOGRAPHER and/or
32 BALLET MISTRESS/MASTER for parking expenses up to the current “special
33 event”/“evening” rate. Requests for reimbursement must be submitted within seven (7)
34 days after final performance of each production with receipts and completed
35 reimbursement form provided by SAN DIEGO OPERA.

1 28.05 RETIREMENT COVERAGE

2 To provide retirement for ASSISTANT CHOREOGRAPHERS and/or BALLET
3 MISTRESSES/MASTERS, SAN DIEGO OPERA agrees to pay eighty-five dollars
4 (\$85.00) per performance. To receive such retirement benefits, ASSISTANT
5 CHOREOGRAPHER and/or BALLET MISTRESS/MASTER must be principally
6 involved in the staging of the production, but need not be present for all performances to
7 be credited for each performance. This payment shall be made to AGMA Retirement Plan
8 no later than the fifteenth (15th) day of the month following the month containing the
9 final performance of the production. Quarterly reports of contributions paid in, benefits
10 paid out, and amount and disposition of forfeitures shall be made to
11 SAN DIEGO OPERA.

12 28.06 PAYMENT TO ARTISTS

13 (a) ASSISTANT CHOREOGRAPHERS and/or BALLET MISTRESSES/MASTERS
14 engaged on a weekly basis shall be paid no later than Friday following the last
15 day of the pay period. Each paycheck covers the two weeks of pay during the
16 biweekly pay period.

17 (b) Payments shall be made in cash or by company check in United States dollars
18 regardless of where performances take place.

19 (c) ASSISTANT CHOREOGRAPHERS and/or BALLET MISTRESSES/MASTERS
20 shall be paid no less than the first seven (7) days of ARTIST's contracted Per
21 Diem upon arrival in San Diego and shall receive each subsequent week's Per
22 Diem no later than the first day of the week for which the Per Diem is being paid,
23 unless otherwise requested by ARTIST. In addition, all non-resident ARTISTS
24 contracted at minimum rate shall receive the equivalent of bus or airport shuttle
25 transportation expenses to and from the airports, bus terminal and railway stations
26 upon submission of receipts.

27 (d) When SAN DIEGO OPERA provides (or is prepared to provide) suitable lodging,
28 SAN DIEGO OPERA may satisfy the Per Diem requirement herein by the
29 payment of a meal allowance equal to one-half (½) of the Per Diem amount
30 provided for stays of four (4) weeks or more.

31 (e) No later than the last performance, SAN DIEGO OPERA will provide
32 ASSISTANT CHOREOGRAPHER and/or BALLET MISTRESS/MASTER with
33 a written breakdown of fees and Per Diem, or meal allowance as appropriate.

1 (f) Any ASSISTANT CHOREOGRAPHER and/or BALLET MISTRESS/MASTER
2 may have payment made to an individual bank account by Direct Deposit by
3 filing the proper enrollment forms with the Payroll Manager. In lieu of a
4 paycheck, any ARTIST who elects to enroll in the Direct Deposit method of
5 payment will still receive a detailed voucher listing all payments and deductions.

6 28.07 TRANSPORTATION

7 (a) It is SAN DIEGO OPERA's responsibility to provide transportation on behalf of
8 ASSISTANT CHOREOGRAPHERS and/or BALLET MISTRESSES/MASTERS
9 to and from San Diego and ARTIST's DOMICILE for all ASSISTANT
10 CHOREOGRAPHERS and/or BALLET MISTRESS/MASTERS.

11 (b) By Plane —ASSISTANT CHOREOGRAPHERS and/or BALLET
12 MISTRESSES/MASTERS agree to travel by regularly scheduled airline,
13 however, ARTISTS and SAN DIEGO OPERA may agree to alternate means of
14 transportation by mutual consent of the parties, to be indicated upon the
15 STANDARD ARTIST'S CONTRACT. In the event that ARTISTS perform with
16 other producing organizations immediately prior to or immediately following an
17 engagement, air travel expenses may be prorated with the other organizations
18 involved.

19 (c) Sickness of ASSISTANT CHOREOGRAPHERS and/or BALLET
20 MISTRESSES/MASTERS:

21 (1) In the event that ASSISTANT CHOREOGRAPHER and/or BALLET
22 MISTRESS/MASTER shall be unable to perform services due to illness,
23 SAN DIEGO OPERA shall return ARTIST to her/his DOMICILE and
24 shall provide said ARTIST with return transportation by the same means
25 as provided for the ARTIST's arrival, and no further claim for payment
26 under ARTIST's contract shall be due after departure because of such
27 illness.

28 (2) It shall be the obligation of SAN DIEGO OPERA to provide
29 transportation to the place of performance for any ASSISTANT

1 CHOREOGRAPHER and/or BALLET MISTRESS/MASTER engaged to
2 replace ASSISTANT CHOREOGRAPHER and/or BALLET
3 MISTRESS/MASTER forced to cancel her/his contract, by the same
4 means or better as provided ARTIST who has been forced to cancel
5 her/his contract, and to provide return transportation to the CITY OF
6 ORIGINATION at the end of the engagement period.

7 (3) SAN DIEGO OPERA may request a certificate of a doctor as to the illness
8 of ASSISTANT CHOREOGRAPHER and/or BALLET
9 MISTRESS/MASTER and an examination by a doctor designated and
10 paid for by SAN DIEGO OPERA as a condition precedent to fulfilling
11 28.07(c) above.

12 **Article 29 – PRODUCTION STAGE MANAGER**

13 29.01 Notwithstanding any provision of this Agreement, AGMA agrees that SAN DIEGO
14 OPERA shall have the right to employ no more than one PRODUCTION STAGE
15 MANAGER and assign such supervisor, as part of her/his responsibilities, work
16 commonly recognized within the industry as that of STAGE MANAGER. When such
17 responsibilities are included, SAN DIEGO OPERA acknowledges that the
18 PRODUCTION STAGE MANAGER is performing duties that are within the jurisdiction
19 of AGMA, and agrees that she/he will receive no less than the minimum wages and
20 benefits for such work as is afforded STAGE MANAGERS pursuant to the Agreement.

21 29.02 Any PRODUCTION STAGE MANAGER so employed by SAN DIEGO OPERA shall
22 be subject to all minimum terms and conditions of this Agreement.

23 29.03 SAN DIEGO OPERA agrees that the PRODUCTION STAGE MANAGER shall not be
24 engaged on a per-performance or per-production basis.

25 29.04 In recognition of the unique nature of this position, the PRODUCTION STAGE
26 MANAGER is not subject to the rehearsal limitations or overtime provisions contained
27 elsewhere in this Agreement. However, SAN DIEGO OPERA shall assign only
28 reasonable and industry-accepted hours and responsibilities. To the extent SAN DIEGO

1 OPERA engages additional personnel to work as STAGE MANAGERS, all such
2 individuals shall be covered by the terms and conditions of this Agreement.

3 29.05 Computation of working dues owed to AGMA by the PRODUCTION STAGE
4 MANAGER for work performed as a STAGE MANAGER shall be based on the
5 minimum weekly salary for STAGE MANAGERS as specified in Table 30-1 of this
6 Agreement, and shall be paid to AGMA for all weeks in which the PRODUCTION
7 STAGE MANAGER is “calling a show.” For purposes of this Article, “weeks calling a
8 show” shall be defined as those weeks during which additional PRODUCTION STAFF
9 members are engaged by SAN DIEGO OPERA.

10 Article 30 **– STAGE MANAGERS, ASST. DIRECTORS, AND**
11 **ASST. STAGE MANAGERS**

12 30.01 **MINIMUM COMPENSATION AND PROVISIONS**

13 (a) MINIMUM WEEKLY COMPENSATION

14 The minimum compensation of STAGE MANAGERS, ASSISTANT
15 DIRECTORS, and ASSISTANT STAGE MANAGERS (hereinafter referred to as
16 “PRODUCTION STAFF”) shall be on a weekly basis. Compensation shall be at a
17 rate of no less than the minimum compensation rates shown in Table 30-1 below.

18 Table 30-1: Minimum Weekly Compensation - Production Staff

Staff Member	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Stage Manager	\$1,496	\$1,526	\$1,557
Assistant Director	\$1,259	\$1,284	\$1,310
Asst. Stage Manager	\$1,142	\$1,165	\$1,188

19
20 (b) HOUSING AND PER DIEM

21 (1) All PRODUCTION STAFF who work beyond a fifty-five (55) mile radius
22 of their DOMICILE and who are contracted for more than seventy-five
23 percent (75%) and more than eight (8) weeks of the season shall be
24 provided suitable housing by SAN DIEGO OPERA whenever possible or

1 will receive a housing allowance of two hundred forty-six dollars
2 (\$246.00) per week beginning August 1, 2012, and increasing by 4% on
3 each anniversary date of this agreement. When housing is provided per
4 this paragraph, no Per Diem is paid.

- 5 (2) All PRODUCTION STAFF who work beyond a fifty-five (55) mile radius
6 of their DOMICILE and who are contracted for less than seventy-five
7 percent (75%) or less than eight (8) weeks of the season shall be paid a Per
8 Diem as defined in Table 30-2 instead of housing or the above housing
9 allowance.

10 Table 30-2: Minimum Per Diem when Production Staff Member is in San Diego

Time Frame	As of 8/1/2018
Up to 4 Weeks	\$144
4 Weeks or More	\$121

11 (c) OVERTIME

- 12 (1) The workweek for PRODUCTION STAFF is Monday through Sunday
13 and shall consist of a maximum of sixty (60) hours per week with a
14 maximum of ten and one-half (10½) hours in any one day. Should these
15 limits be exceeded, PRODUCTION STAFF shall be compensated at the
16 rate of \$30.00 per hour and computed in quarter (1/4) hour segments. Such
17 overtime is not creditable to any over scale. Daily and weekly hours shall
18 be kept on a timesheet provided by SAN DIEGO OPERA.

- 19 (2) All overtime must be approved by SAN DIEGO OPERA.

20 (d) SCHEDULING PROVISIONS

- 21 (1) No rehearsals or performances shall be scheduled sooner than ten (10)
22 hours following the end of the preceding day's rehearsal or performance.
23 Any infringement on this ten (10) hour period shall be compensated at the
24 rate of \$30.00 per hour computed in quarter (¼) hour segments. Such

1 overtime is not creditable to any over scale. The required preparation and
2 cleanup time is not to infringe upon this ten (10) hour period.

3 (2) The call for PRODUCTION STAFF shall be a minimum of one-half (½)
4 hour before their first rehearsal of the day and a minimum of one-half (½)
5 hour before each performance. A PRODUCTION STAFF member's
6 dismissal shall be a minimum of one-half (½) hour after her/his final
7 rehearsal of the day or, if her/his final service of the day is a performance,
8 at the conclusion of said performance.

9 (e) **COMPENSATION FOR ADDITIONAL SERVICES**

10 PRODUCTION STAFF shall not be required to perform as a singer or
11 supernumerary, except in case of emergencies, in which case she/he shall be paid
12 not less than the minimum performances fee of the performer she/he is replacing
13 for each such performance in addition to her/his own weekly compensation. In no
14 event shall this additional performance fee be less than thirty-five dollars
15 (\$35.00). Such payment is not creditable to over scale.

16 **30.02 ENGAGEMENT STANDARDS**

17 (a) All PRODUCTION STAFF members will be hired for the full run of each
18 production.

19 (b) PRODUCTION STAFF shall be engaged for one (1) week (comprising six (6)
20 working days and one (1) free day compensated at the applicable rate) for each
21 production, prior to the first scheduled PRINCIPAL ARTIST rehearsal or
22 CHORUS staging rehearsal, whichever comes first.

23 (c) If PRODUCTION STAFF is engaged for two (2) back-to-back productions (when
24 the 2nd production's rehearsals begin during performances of the 1st production),
25 there shall be two (2) weeks of employment prior to the first scheduled
26 PRINCIPAL ARTIST rehearsal or CHORUS staging rehearsal, whichever comes
27 first.

28 (d) PRODUCTION STAFF's employment shall end two (2) days after the final
29 performance of the production. (one-half (1/2) week's pay)

30 (e) SAN DIEGO OPERA agrees to engage a minimum number of PRODUCTION
31 STAFF for MAIN STAGE productions as follows: One (1) STAGE MANAGER,

1 one (1) ASSISTANT DIRECTOR, two (2) ASSISTANT STAGE MANAGERS;
2 and agrees that no less than one (1) ASSISTANT DIRECTOR and one (1)
3 STAGE MANAGER or ASSISTANT STAGE MANAGER shall be present at
4 every chorus staging rehearsal. For NON-MAIN STAGE productions, SAN
5 DIEGO OPERA shall engage at least one (1) STAGE MANAGER and (1)
6 ASSISTANT STAGE MANAGER. Solo recitals and concerts shall require a
7 minimum of one (1) STAGE MANAGER.

8 (f) SAN DIEGO OPERA shall provide notice of re-engagement no later than June
9 30th. PRODUCTION STAFF shall respond to the notice no later than August 1st.

10 30.03 BREAKS

11 (a) PRODUCTION STAFF are entitled to the minimum of a one (1) hour meal break
12 between the morning and afternoon rehearsals and the minimum of a one (1) hour
13 meal break between the afternoon and evening rehearsals which shall not be
14 included in the ten and one half (10½) hours per day mentioned above. In any
15 event there is less than an hour meal break provided between rehearsals, SAN
16 DIEGO OPERA will pay an additional twelve dollars (\$12.00) for each violation.
17 Such payment is not creditable to any over scale. This provision shall also apply
18 to performances.

19 (b) PRODUCTION STAFF must be allowed one (1) ten (10) minute break during a
20 four (4) hour rehearsal.

21 30.04 FREE DAYS

22 PRODUCTION STAFF shall receive one (1) FREE DAY in each week. Should
23 PRODUCTION STAFF not receive a FREE DAY by the seventh (7th) day, she/he shall
24 receive an additional compensation of one twelfth (1/12th) of her/his weekly salary for
25 the seventh (7th) day and each succeeding day until a FREE DAY is given. Such
26 payment is not creditable to any over scale. Under no circumstance will a member of
27 PRODUCTION STAFF work more than thirteen (13) days without a FREE DAY being
28 given.

29 30.05 MEDIA FEE

30 PRODUCTION STAFF shall receive the appropriate compensation for all filming,
31 taping, and broadcasting as follows:

1 (a) STAGE MANAGER shall receive no less than the minimum media compensation
2 paid to PRINCIPAL ARTISTS.

3 (b) ASSISTANT DIRECTOR and ASSISTANT STAGE MANAGERS shall receive
4 no less than the minimum media compensation paid to CHORISTERS.

5 30.06 AUTOMOBILE ALLOWANCE

6 (a) Should a PRODUCTION STAFF member be required to use her/his automobile
7 for work relating to the production, SAN DIEGO OPERA shall reimburse such
8 PRODUCTION STAFF no less than the current mileage reimbursement rate
9 established by the Internal Revenue Service (IRS) per mile for such use, plus
10 parking and tolls.

11 (b) Transportation to and from San Diego for all non-resident PRODUCTION
12 STAFF shall be paid by SAN DIEGO OPERA, pursuant to the terms of the
13 Agreement. In the event PRODUCTION STAFF drives her/his own automobile
14 in lieu of air travel, SAN DIEGO OPERA shall reimburse such PRODUCTION
15 STAFF no less than the current mileage reimbursement rate established by the
16 Internal Revenue Service (IRS) per mile for the most direct round trip between
17 PRODUCTION STAFF member's DOMICILE and San Diego, subject to a
18 maximum of \$800.00.

19 (c) SAN DIEGO OPERA shall provide each member of the PRODUCTION STAFF
20 free off-street, gated or attended parking at a mutually acceptable lot.

21 30.07 RETIREMENT COVERAGE

22 To provide retirement for PRODUCTION STAFF, SAN DIEGO OPERA agrees to pay
23 eighty-five dollars (\$85.00) per performance. This payment shall be made to AGMA
24 Retirement Plan no later than the fifteenth (15th) day of the month following the month
25 containing the final performance of the production. Quarterly reports of contributions
26 paid in, benefits paid out, and amount and disposition of forfeitures shall be made to SAN
27 DIEGO OPERA.

28 30.08 PENSION CONTRIBUTIONS

29 SAN DIEGO OPERA agrees to offer members of the PRODUCTION STAFF the option
30 to participate in the SAN DIEGO OPERA 403(b) Tax Deferred Savings Plan, currently
31 with Principal Financial Group (the SAN DIEGO OPERA Retirement Plan). In order to
32 be eligible for participation, the PRODUCTION STAFF member must be scheduled to

1 work at least one thousand (1,000) hours for the season. The PRODUCTION STAFF
2 member may elect to contribute not less than 2% and not more than 25% of gross
3 compensation on a tax deferred basis per IRS regulations.

4 30.09 PAYMENT TO ARTISTS

5 (a) Payment for services performed during a calendar week will be mailed or
6 distributed on the Friday following the last day of the pay period. Each paycheck
7 covers the two weeks of pay during the biweekly pay period. Payment for any
8 overtime due will be mailed or distributed on the following Friday. Paycheck
9 stubs will include itemization of income and amounts withheld.

10 (b) Any member of PRODUCTION STAFF may have payment made to an
11 individual bank account by Direct Deposit by filing the proper enrollment forms
12 with the SAN DIEGO OPERA Payroll Manager. In lieu of a paycheck, any
13 eligible member of PRODUCTION STAFF who elects to enroll in the Direct
14 Deposit method of payment will still receive a detailed voucher listing all
15 payments and deductions.

16 Article 31 - CHORISTERS

17 31.01 ARTISTS COVERED

18 This Article applies to all CHORISTERS who are engaged by SAN DIEGO OPERA,
19 under STANDARD ARTIST'S CONTRACTS, (CHORISTERS) with the exception of
20 auxiliary choristers, supplemental choristers, and children choristers. AGMA and
21 SAN DIEGO OPERA agree to the use of a children's chorus, auxiliary chorus, and
22 supplemental chorus as used/defined below. Children, auxiliary, or supplemental
23 choruses will not fall within the purview of this agreement. Any children's chorus,
24 auxiliary chorus, and/or supplemental chorus is not intended to replace the SAN DIEGO
25 OPERA CHORUS, but to augment the SAN DIEGO OPERA CHORUS as deemed
26 necessary by SAN DIEGO OPERA. Any auxiliary chorus, children's chorus, and/or
27 supplemental chorus shall not be referred to or credited as the "San Diego Opera
28 Chorus".

29 (a) Children's chorus is defined as a separate group of children under age 18 that sing
30 dedicated children's parts within the musical score.

31 (b) Auxiliary chorus is defined as a separate group of singers outside of the SAN
32 DIEGO OPERA chorus that sing separate parts within the musical score. Some

1 past examples are the slave chorus in Aida and the ghost chorus from The Flying
2 Dutchman.

3 (c) Supplemental chorus is defined as a group of choristers singing and performing
4 the same parts as the SAN DIEGO OPERA chorus. This chorus may be used
5 when SAN DIEGO OPERA has already contracted one hundred (100) or more
6 AGMA CHORISTERS for a production.

7 31.02 COMPENSATION

8 (a) HOURLY SERVICE COMPENSATION AND PROVISIONS

9 (1) Hourly compensation rates for rehearsal and performance service for
10 CHORISTERS and Chorus Bit Roles shall be no less than the minimum
11 compensation rates shown in Table 31-1 below.

12 Table 31-1: Hourly Compensation Rates - Choristers

Hourly Compensation	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Choristers	\$37.94	\$38.70	\$39.47

13

14 (2) Time will be calculated in fifteen (15) minute increments.

15 (3) The minimum call for a costume fitting shall be one (1) hour per
16 production, and shall be paid at the straight time hourly rate as shown in
17 Table 31-1 above.

18 (4) The minimum calendared calls for music and staging rehearsals shall be
19 three (3) hours, except SAN DIEGO OPERA shall be able to schedule no
20 more than three (3) rehearsals with a minimum call of two (2) hours per
21 production per CHORISTER. Music with Maestro rehearsals, the
22 SITZPROBE/WANDELPROBE, and any rehearsal scheduled the same
23 day with a four (4) hour rehearsal or performance call may remain a two
24 (2) hour minimum call. These calls are not to be included in the three (3)
25 two (2) hour calls allowed to SAN DIEGO OPERA. A rehearsal identified
26 as a music rehearsal on the final chorus schedule may be changed to a

1 staging rehearsal with twenty-four (24) hours' notice. Rehearsals
2 identified as a staging rehearsal on the final chorus schedule may be
3 changed to a music rehearsal with twenty-four (24) hours' notice. Music
4 rehearsals shall be exclusively music rehearsals and staging rehearsals
5 shall be exclusively staging rehearsals with no mixing of the two
6 permitted. However, running through music during a staging rehearsal for
7 a scene that is about to be blocked shall be permitted.

8 (5) The minimum call for a performance or for the Student Final dress
9 rehearsal shall be four (4) hours. However, if the total run time of a
10 production is ninety (90) minutes or less, the minimum call shall be two
11 and one-half (2-1/2) hours. This minimum call includes thirty (30) minutes
12 uninterrupted by other work prior to onstage calls for costumes and make-
13 up, and fifteen (15) minutes after dismissal for costume and make-up
14 removal.

15 (6) In the event that CHORISTERS require additional time for undressing
16 (e.g., when wearing a significant amount of body makeup or wigs/facial
17 hair, or when the large number of persons in a production may cause
18 unusual crowding in the wig or dressing rooms), SAN DIEGO OPERA
19 and the AGMA Delegate(s) shall meet and confer as to whether SAN
20 DIEGO OPERA should provide additional paid undressing time.

21 (7) Time shall be computed from the posted time of the call for rehearsal.

22 (8) If 25% or more of the chorus is late to rehearsal due to an unexpected
23 traffic incident or other unexpected situation, they will not be docked for
24 the late arrival. SAN DIEGO OPERA representative and AGMA Delegate
25 shall meet and concur on any incident above.

26 (b) **PER-PERFORMANCE COMPENSATION AND PROVISIONS – BIT ROLES**

27 (1) In addition to the standard hourly rate received as CHORISTERS, Chorus
28 Bit Role performers shall receive compensation on a per-performance
29 basis as shown in Table 31-2 below:

1 Table 31-2: Per-Performance Compensation – Chorus Bit Roles

Per-Performance Compensation	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Chorus Bit Roles	\$55.20	\$56.30	\$57.43

2
3 (2) In the event that additional rehearsal time is required for any
4 CHORISTER engaged in a Chorus Bit Role, the CHORISTER shall be
5 compensated at the hourly rehearsal rate for the entirety of the time
6 rehearsed.

7 (3) When a CHORISTER is engaged to perform two (2) or more Chorus Bit
8 Roles in the same performance, the CHORISTER will be paid, in addition
9 to other compensation required under this Agreement, the applicable rate
10 for each Chorus Bit Role performed. Chorus Bit Roles will normally be
11 assigned to CHORISTERS performing in the Opera. If a Chorus Bit Role
12 is not assigned to a member of the chorus performing in the Opera, each
13 Chorus Bit Role shall be paid at the Solo Bit Role rate.

14 (4) In the event that a Chorus Bit Role is performed by more than one
15 CHORISTER, the Chorus Bit Role compensation shall be shared by those
16 CHORISTERS performing the Chorus Bit Role.

17 (c) OVERTIME

18 (1) All time after midnight shall be paid at double the base rate.

19 (2) Time worked in excess of thirty (30) hours in one calendar week or six (6)
20 hours in one (1) day shall be paid at time plus one-half (1/2).

21 31.03 PARKING/PARKING REIMBURSEMENT

22 SAN DIEGO OPERA shall provide each CHORISTER free off-street, gated or attended
23 parking at a mutually acceptable lot for each service attended (i.e. rehearsals,
24 performances, and fittings) held at the Civic Center Concourse complex. For services
25 held elsewhere or those held at a time when SAN DIEGO OPERA-contracted Civic
26 Center/Concourse parking is unavailable, SAN DIEGO OPERA agrees to reimburse
27 CHORISTERS for parking expenses up to the current “special event”/“evening” rate.
28 Requests for reimbursement must be submitted within seven (7) days after final

1 performance of each production with receipts and completed reimbursement form
2 provided by SAN DIEGO OPERA. If SAN DIEGO OPERA provides parking for a
3 particular service, no reimbursements for alternative parking will be paid for that service,
4 except:

5 (a) When an individual CHORISTER is pre-approved for late arrival by SAN
6 DIEGO OPERA; or

7 (b) When a portion of the chorus is scheduled to begin work at a time later than the
8 regular closing time of the SAN DIEGO OPERA-contracted parking facility (e.g.
9 split rehearsal or call times for performance, or performance calls after curtain).

10 31.04 RE-ENGAGEMENT/CONTRACTING

11 (a) AVAILABILITY

12 No later than thirty (30) days after the last performance of the season, SAN
13 DIEGO OPERA shall send a letter (or e-mail) to determine the availability of
14 each CHORISTER it would like to employ during the next season. This letter will
15 indicate the title, dates of performance(s), preliminary rehearsal schedule,
16 language of each opera, and notification of tentative audition/re-audition dates.
17 CHORISTERS must mail (or e-mail) their reply to this letter within fifteen (15)
18 days of its postmarked date unless prior written arrangements have been made
19 with, and agreed to by, the SAN DIEGO OPERA.

20 (b) CORE CHORUS

21 (1) Each season, SAN DIEGO OPERA will contract a “CORE” chorus for all
22 MAIN STAGE productions of that season that require a chorus.

23 (2) SAN DIEGO OPERA and AGMA believe in casting “CORE”
24 CHORISTERS based on excellence and stability. These qualities can be
25 further defined as including, but not limited to, (1) EXCELLENCE: Vocal
26 performance, musical skill, linguistic proficiency, positive attitude, an
27 unwaveringly high-quality work ethic, stage presence, dramatic
28 performance, and collegiality; and (2) STABILITY: Leadership,
29 mentorship, mutual investment, reliability, history, stagecraft,
30 relationships, and cost effectiveness.

- 1 (3) CHORISTERS shall be divided into categories for the sole purpose of
2 determining the “CORE” chorus. There shall be two categories of
3 CHORISTERS.
- 4 (4) Category A shall consist of those CHORISTERS having performed in
5 seven (7) or more productions under AGMA contracts with SAN DIEGO
6 OPERA. Category B shall consist of CHORISTERS who have performed
7 in six (6) or fewer productions under AGMA contracts with SAN DIEGO
8 OPERA.
- 9 (5) The “CORE” chorus shall be comprised of twenty (20) CHORISTERS of
10 which at least 70% are Category A CHORISTERS, and shall include any
11 CHORISTER on sabbatical, in addition to her/his replacement, in
12 accordance with 31.04(b)(8). The “CORE” chorus may not include any
13 CHORISTER in their first season with SAN DIEGO OPERA.
- 14 (6) If a non-SATB chorus of less than twenty (20) is required, the “CORE”
15 CHORISTERS of the appropriate vocal part(s) shall be offered
16 employment first.
- 17 (7) “CORE” CHORISTERS performing Principal roles shall retain their
18 “CORE” status when singing the role but not singing in the chorus.
- 19 (8) After at least five (5) consecutive seasons as a “CORE” CHORISTER, a
20 CHORISTER may request a sabbatical from “CORE” status for one or
21 more productions during a season, up to an entire season. The
22 CHORISTER’s “CORE” status shall be reinstated the following season
23 pending a successful audition, or re-audition in accordance with
24 31.04(c)(11). Sabbatical requests shall be granted as long as no more than
25 two (2) “CORE” CHORISTERS are on sabbatical during the same season,
26 with a limit of no more than one (1) “CORE” CHORISTER per vocal
27 section. All requests must be received no less than forty-five (45) days
28 prior to the first rehearsal of the production that the “CORE”
29 CHORISTER wishes to be excused from. If, due to unforeseen
30 circumstances, a “CORE” CHORISTER requests a sabbatical less than

1 forty-five (45) days prior to the first rehearsal that she/he wishes to be
2 excused from, SAN DIEGO OPERA will make best efforts to
3 accommodate the request. A “CORE” CHORISTER who has taken a
4 sabbatical cannot request another sabbatical until she/he has completed
5 five (5) more consecutive seasons as a “CORE” CHORISTER. Any
6 CHORISTER who replaces a “CORE” CHORISTER on sabbatical is not
7 entitled to either “CORE” status or the re-audition privilege of a “CORE”
8 CHORISTER that season. The makeup of the “CORE” CHORUS,
9 including replacement CHORISTERS, shall comply with Section
10 31.04(b)(5) at all times.

11 (c) AUDITIONS/RE-ENGAGEMENTS

- 12 (1) SAN DIEGO OPERA will have the right to require a CHORISTER to re-
13 audition prior to being offered re-engagement, provided that said
14 CHORISTER is given notification of such audition by letter (or e-mail)
15 not less than twenty-one (21) calendar days in advance of the audition date.
16 Requests for a different date will not be unreasonably denied. Nothing in
17 this Article shall be construed to require SAN DIEGO OPERA to audition
18 every CHORISTER every year.
- 19 (2) In the event that SAN DIEGO OPERA decides to hold auditions, SAN
20 DIEGO OPERA agrees to also hold make-up auditions for sickness or
21 vacation of current CHORISTERS being asked to audition. This Make-up
22 Audition window shall occur between one (1) and two (2) weeks after the
23 last day of Primary Auditions. In order to audition during the Make-up
24 Audition window, CHORISTERS must either provide a doctor’s note or
25 vacation plans, or appear during the Primary Audition window and
26 attempt to sing.
- 27 (3) The AGMA Delegate, or an alternate selected by the Delegate, may attend
28 and hear any and all auditions. Every reasonable effort will be made to
29 notify the AGMA Delegate twenty-one (21) calendar days in advance of

1 the date(s) of all live auditions. All employment decisions shall remain
2 with SAN DIEGO OPERA.

3 (4) AGMA would prefer that more than one SAN DIEGO OPERA
4 representative hear auditions; however, it is understood that this might not
5 be possible.

6 (5) The audition announcement from SAN DIEGO OPERA shall include a list
7 of Chorus and Solo Bit Roles for the upcoming season.

8 (6) SAN DIEGO OPERA may request audition selections ahead of time, and
9 CHORISTERS may change those selections on the day of auditions.

10 (7) Current CHORISTERS will be allowed to sign up for audition slots prior
11 to prospective CHORISTERS.

12 (8) Within forty-five (45) days after auditions, all people who auditioned in
13 the Primary Audition window will be notified with either 1) an offer of
14 good faith that a contract and final calendar will be coming in the future,
15 or, 2) a notice that at this time the person will not be receiving a contract,
16 but that may change in the future. At least forty-eight (48) hours prior to
17 these notifications going out, a list of intended offers will be sent to the
18 AGMA Delegate to review to ensure all offers follow this Agreement.
19 Changes to the original roster at any time during the season shall be
20 communicated to the AGMA Delegate(s) at the same time the change is
21 confirmed with the CHORISTER.

22 (9) SAN DIEGO OPERA agrees to give first consideration for employment to
23 CHORISTERS classified as “CORE” in the preceding season, or seasons,
24 and subsequently to any CHORISTER who successfully met their
25 obligations under this Agreement, any predecessor Agreements and
26 addendum, and/or STANDARD ARTIST’S CONTRACTS (as
27 appropriate) in the preceding season.

28 (10) In any consecutive season, a CHORISTER who was a member of the
29 “CORE” chorus during one season, and whose engagement in the

1 succeeding season is contemplated to be reduced, will be advised in
2 writing by SAN DIEGO OPERA no later than sixty (60) days following
3 the final performance of the current season. Said CHORISTER will be
4 allowed a re-audition if the CHORISTER so desires. This audition may
5 coincide with regular open auditions or callbacks held by SAN DIEGO
6 OPERA, as long as the conditions set out in this Agreement are met, and
7 must occur before any chorus contracts are offered. After such notice, it is
8 the CHORISTER's responsibility to contact SAN DIEGO OPERA to set
9 up an audition date and time.

- 10 (11) In the event of non-reengagement, SAN DIEGO OPERA must provide to
11 the "CORE" CHORISTER a warning letter stating the reason for the
12 proposed non-reengagement. This warning letter must be sent to the
13 "CORE" CHORISTER and the AGMA Delegate within 45 days after
14 auditions. The "CORE" CHORISTER must be given an opportunity to re-
15 audition or interview with the appropriate SAN DIEGO OPERA
16 representatives with the AGMA Delegate present. The re-audition or
17 interview shall take place within 60 days of the date of the warning letter.
18 A committee of three people shall hear the re-audition and evaluate
19 whether or not that "CORE" CHORISTER will be losing their position.
20 The members of the committee shall be determined as follows: 1) The
21 Chorus Master who heard the original audition or an alternative chosen by
22 SAN DIEGO OPERA; 2) The AGMA Delegate who heard the original
23 audition or an alternative chosen by AGMA; and 3) A neutral party not
24 affiliated with SAN DIEGO OPERA or the SAN DIEGO OPERA
25 CHORUS and who has professional opera chorus expertise, who shall be
26 jointly chosen by SAN DIEGO OPERA and AGMA Staff. These three
27 people will determine through majority decision whether or not the CORE
28 CHORISTER has demonstrated satisfactory improvement in the
29 deficiencies noted in the warning letter. How each individual voted, and
30 what the exact result of the vote was, shall remain confidential between
31 the three members. The "CORE" CHORISTER shall receive at least

1 fourteen (14) days' written notice of the re-audition or interview. A place
2 in the "CORE" chorus will be held open until the re-audition or interview
3 is held, and the "CORE" CHORISTER's status is determined. A place in
4 the Non-"CORE" chorus will also be held open in each production until
5 the re-audition or interview is held, and the "CORE" CHORISTER's
6 status is determined. If the "CORE" CHORISTER's re-audition
7 demonstrates satisfactory improvement in the deficiencies noted in the
8 warning letter, she/he will be offered a position in the "CORE" chorus. If
9 the "CORE" CHORISTER's re-audition does not demonstrate satisfactory
10 improvement in the deficiencies noted in the warning letter, she/he may be
11 offered a Non-"CORE" chorus contract in any of the productions in the
12 upcoming season, or not offered a position in the chorus for that season, at
13 the discretion of SAN DIEGO OPERA.

14 (d) CONTRACTS

- 15 (1) SAN DIEGO OPERA shall mail (or e-mail) contracts and updated
16 rehearsal schedules to the "CORE" CHORISTERS it would like to employ
17 for the season no later than forty-five (45) days prior to the first music
18 rehearsal of each season. CHORISTERS shall execute and return the
19 contract to the SAN DIEGO OPERA within ten (10) days of the
20 postmarked date. Failure to do so shall be considered a rejection of the
21 contract, and a contract offer may be made to a different individual.
22 SAN DIEGO OPERA shall return a fully executed copy of the contract to
23 the CHORISTER no later than the beginning of the CHORISTER's first
24 music rehearsal. If a CHORISTER is contracted as a "CORE"
25 CHORISTER, but then voluntarily elects to withdraw from a production,
26 that CHORISTER shall lose all "CORE" benefits and considerations for
27 the remainder of that season including the jury process set forth in section
28 31.04(c)(11) above.
- 29 (2) SAN DIEGO OPERA shall mail (or e-mail) contracts and updated
30 rehearsal schedules to the balance of the chorus for each production on a

1 per-production basis not later than thirty (30) days prior to the first music
2 rehearsal. The CHORISTER shall execute and return the contract within
3 ten (10) days of the postmarked date. Failure to do so shall be considered a
4 rejection of the contract, and a contract offer may be made to a different
5 individual. SAN DIEGO OPERA shall return a fully executed copy of the
6 contract to the CHORISTER no later than the beginning of the
7 CHORISTER's first music rehearsal.

8 (3) Except in case of emergency, CHORISTERS must give 10 days' notice
9 prior to the first scheduled rehearsal if withdrawing from a contracted
10 production.

11 (E) MAIN STAGE PRODUCTIONS GUARANTEE

12 Each season, SAN DIEGO OPERA shall schedule at least two (2) MAIN
13 STAGE productions that require CHORISTERS, at least one (1) of which
14 shall use mixed (SATB) chorus.

15 31.05 REHEARSAL SCHEDULING

16 (a) All opera business except signing in and costume fittings, but including costume
17 fitting assignments and wig fittings, must be conducted during the posted hours of
18 each rehearsal or performance and may not impinge on designated break times.

19 (b) No rehearsal shall commence before 10:00 a.m. on Saturdays or 1:00 p.m. on
20 Sundays. On weekdays, all chorus music and staging rehearsals shall begin no
21 earlier than 7:00 p.m., except that a four (4) hour weekday evening rehearsal shall
22 be scheduled from 6:30-10:30 p.m. and, in the event of split rehearsals, the hours
23 would adjust to 6:30-9:30 p.m. and 7:30-10:30 p.m. This adjustment shall apply
24 only up to the first on-stage rehearsal. On weekdays, technical and/or dress
25 rehearsal calls shall begin no earlier than 5:30 p.m. SAN DIEGO OPERA shall
26 use best efforts not to schedule rehearsals on Holy/Maundy Thursday, Good
27 Friday, Holy Saturday/Easter Vigil, Rosh Hashanah Eve., Rosh Hashanah Day,
28 Yom Kippur Eve., and Yom Kippur Day. Should rehearsals be scheduled,
29 CHORISTERS with other musical commitments or for religious observance may

1 miss rehearsals on those days without penalty provided that those rehearsals are
2 not during tech week.

3 (c) There shall be a minimum ninety (90) minute break for lunch or dinner between
4 rehearsal calls.

5 (d) There shall be a minimum one hundred and twenty (120) minute break between
6 any performance and rehearsal call on the same day.

7 (e) There shall be at least twelve (12) hours between the end of rehearsals or
8 performances and any rehearsal or performance call on the following day.

9 (f) Rehearsals may be scheduled for no more than thirty (30) hours in one (1)
10 workweek (Monday – Sunday).

11 (g) The chorus will not be required to rehearse any other opera during a performance.

12 (h) Prior to the dismissal of each rehearsal session, the next rehearsal call will be
13 announced and/or posted by the Chorus Master or other authority designated by
14 SAN DIEGO OPERA.

15 (i) SAN DIEGO OPERA may cancel up to ten percent (10%) of the calendared
16 rehearsal time for a production shown on the schedule submitted with the mailing
17 of chorus contracts. This includes all rehearsals leading up to, but not including
18 dress rehearsals, and SITZPROBE/WANDELPROBE. SAN DIEGO OPERA
19 shall notify CHORISTERS scheduled to rehearse of any cancellations with at
20 least twenty (20) hours' notice, and early releases shall be considered
21 cancellations.

22 (j) Should rehearsals be canceled, other than those cancellations allowed in
23 Paragraph (i) above, CHORISTERS shall be paid for the entire calendared
24 rehearsal time. Should any change in the schedule mailed with contracts cause a
25 CHORISTER to miss a rehearsal, that CHORISTER shall not be held liable for
26 the absence and will be paid the two (2) hour minimum call for that rehearsal,
27 provided the CHORISTER gives reasonable justification in writing of such
28 absence to SAN DIEGO OPERA.

- 1 (k) Requests for absences from a rehearsal shall be submitted to the SAN DIEGO
2 OPERA two (2) weeks in advance of the rehearsal in question. Two (2)
3 consecutive absences or a total of three (3) absences from rehearsals shown on the
4 schedule submitted with the mailing of chorus contracts per production shall be
5 considered grounds for dismissal from that production. A CHORISTER dismissed
6 from two (2) productions during a season shall be considered grounds for
7 dismissal from that season.
- 8 (l) SAN DIEGO OPERA will provide one (1) chair for each CHORISTER for any
9 music rehearsal or offstage notes session longer than fifteen (15) minutes in every
10 venue. SAN DIEGO OPERA will make every reasonable effort to provide one (1)
11 chair per CHORISTER at staging rehearsals. SAN DIEGO OPERA will make
12 every reasonable effort to make available one (1) music stand per CHORISTER
13 for each production's musical rehearsals. The stand becomes the responsibility of
14 the CHORISTER and must be returned at the end of the rehearsal period for each
15 production.
- 16 (m) At the beginning of the first full chorus rehearsal of each season, up to twenty-
17 five (25) minutes shall be devoted to a chorus meeting conducted jointly by SAN
18 DIEGO OPERA and AGMA for the explanation of union rules, working
19 conditions and standard operating procedures. At the first full chorus rehearsal of
20 each succeeding production, those CHORISTERS who have not been in a
21 previous production that season shall be called thirty (30) minutes prior for a
22 twenty-five (25) minute meeting for an orientation to be conducted jointly by
23 SAN DIEGO OPERA and AGMA.
- 24 (n) Chorus Rehearsal Schedules: Meetings between SAN DIEGO OPERA and
25 AGMA shall be scheduled to review and discuss the following season's chorus
26 rehearsal schedule. This meeting shall be held at least ten (10) months before the
27 first chorus rehearsal of the season. Final decisions on the chorus schedule remain
28 with SAN DIEGO OPERA.
- 29 (o) Music rehearsals and staging rehearsals shall be exclusive to one production.

1 31.06 FREE DAY

2 After a CHORISTER rehearses and/or performs on six (6) consecutive days, there shall
3 be a FREE DAY. If rehearsals on a seventh consecutive day are included on the original
4 rehearsal schedule submitted to CHORISTERS prior to the signing of contracts, the
5 signed contracts constitute agreement to work on those days. Those CHORISTERS who
6 work on a seventh consecutive day will be paid at time and one-half (1/2) for that day and
7 each succeeding day until a FREE DAY is given. Under no circumstances will a
8 CHORISTER work more than thirteen (13) days without a FREE DAY being given.

9 31.07 BREAKS

- 10 (a) Music Rehearsals: There shall be a ten (10) minute break at the end of each fifty
11 (50) minutes of musical rehearsal.
- 12 (b) Staging/Technical Rehearsals: Ninety (90) minutes of staging and/or technical
13 rehearsal may elapse before a break is given, provided that total break periods add
14 up to ten (10) minutes for each hour. All break times will be given as consecutive
15 minutes uninterrupted by opera business. The breaks shall be granted according to
16 the following schedule:
- 17 (1) Up to fifty-five (55) minutes, a ten (10) minute break.
- 18 (2) From fifty-five (55) minutes to seventy-five (75) minutes, a fifteen (15)
19 minute break.
- 20 (3) Greater than seventy-five (75) minutes, a twenty (20) minute break.
- 21 (4) A twenty (20) minute break must be given after ninety (90) minutes of
22 continuous rehearsal.
- 23 (c) Orchestra Rehearsals: Break schedule shall coincide with orchestra break
24 schedule, with the first ten (10) minutes of any such breaks designated as chorus
25 break time, provided that total break periods add up to ten (10) minutes for each
26 hour. SAN DIEGO OPERA shall make every reasonable effort to provide a ten
27 (10) minute break within the first ninety (90) minutes of the chorus call.
- 28 (d) FINAL ORCHESTRA DRESS REHEARSALS: This rehearsal shall be run of
29 show. During the run of show, SAN DIEGO OPERA will make every reasonable
30 effort to provide a break of fifteen (15) minutes during each intermission. SAN

1 DIEGO OPERA will determine intermission break scheduling with the AGMA
2 Delegate prior to final dress rehearsal.

3 (e) The total amount of break for each given length of rehearsal is shown below:

4	2-hour rehearsal	20 minutes of break
5	2 1/2-hour rehearsal	25 minutes of break
6	3-hour rehearsal	30 minutes of break
7	3 1/2-hour rehearsal	35 minutes of break
8	4-hour rehearsal	40 minutes of break
9	4 1/2-hour rehearsal	45 minutes of break
10	5-hour rehearsal	50 minutes of break

11 31.08 PAYMENT TO ARTISTS

- 12 (a) The workweek is Monday through Sunday.
- 13 (b) Payment for labor performed will be mailed or distributed on the Friday following
14 the last day of the pay period. Each paycheck covers the two weeks of pay during
15 the biweekly pay period. Paycheck stubs will include itemization of income and
16 amounts withheld.
- 17 (c) Any CHORISTER contracted by SAN DIEGO OPERA, may have payment made
18 to an individual bank account by Direct Deposit by filing the proper enrollment
19 forms with the SAN DIEGO OPERA Payroll Manager. In lieu of a paycheck, any
20 eligible CHORISTER who elects to enroll in the Direct Deposit method of
21 payment will still receive an itemized statement of all income and amounts
22 withheld.

23 31.09 DRESSING ROOMS

- 24 (a) After accommodating PRINCIPAL ARTISTS, SAN DIEGO OPERA will give
25 first priority to providing each CHORISTER with a mirror, dressing table area,
26 and a chair.
- 27 (b) Pursuant to 21.17 above, SAN DIEGO OPERA will provide lock-up facilities in
28 the theater for valuables. CHORISTERS shall return any key or lock provided by
29 the company after the final performance.

1 31.10 RESPONSIBILITY OF CHORISTER

2 (a) GENERAL RESPONSIBILITIES

3 The CHORISTER agrees to be prompt and fully prepared for all properly noticed
4 calls (i.e., rehearsals, performances, costumes, stage entrances, and backstage
5 cues), to pay strict regard to makeup and dress, to properly care for costumes and
6 props, to perform services as directed, to respect the physical property of the
7 production and the theater, and to abide by the terms of this Agreement, and all
8 posted reasonable rules and regulations of SAN DIEGO OPERA. More than one
9 (1) infraction in any production shall be grounds for dismissal provided said
10 CHORISTER has been notified in writing of the initial infraction. Notice of any
11 and all discipline shall be sent to the CHORISTER with a copy to the AGMA
12 Delegate. If a CHORISTER wishes to be considered for a non-AGMA role,
13 she/he must first gain permission from the AGMA Delegate.

14 (b) SCORES AND MEMORIZATION

15 (1) SAN DIEGO OPERA will make every reasonable effort to make scores
16 available no later than two (2) weeks prior to the first music rehearsal of
17 each production, and shall advise each CHORISTER of her/his vocal
18 assignment. CHORISTERS shall have the option to obtain a score before
19 the first rehearsal. If not, a score will be provided to CHORISTERS at the
20 first music rehearsal.

21 (2) Music and libretto for each production shall be memorized by the last
22 musical rehearsal conducted by the Chorus Master prior to the first staging
23 rehearsal of that production. SAN DIEGO OPERA agrees to schedule
24 sufficient musical rehearsal time to allow a majority of CHORISTERS in
25 a production to learn and memorize their music to the satisfaction of the
26 Chorus Master, but may thereafter require CHORISTERS to spend
27 additional uncompensated personal time for memorization and/or musical
28 preparation. CHORISTERS not prepared as stated above shall be given a
29 written warning prior to the next rehearsal. The AGMA Delegate shall be
30 given a copy of the warning by SAN DIEGO OPERA.

1 SAN DIEGO OPERA reserves the right to require, and the CHORISTER
2 has a right to request, an audition of the material for which the
3 CHORISTER is responsible two (2) days or more after the written
4 warning has been given, prior to dismissal or replacement of said
5 CHORISTER. Application of this provision shall be uniformly applied to
6 all CHORISTERS in like circumstances.

7 (3) Unless otherwise directed by the Chorus Master, CHORISTER shall
8 return an original score in good condition on or before the day of the final
9 performance of the production.

10 31.11 COSTUME FITTINGS

11 If necessary, CHORISTERS shall re-schedule a costume fitting at least twenty-four (24)
12 hours prior to the scheduled fitting. CHORISTERS shall receive 15 minutes of pay
13 during their first payroll period for their updated returned measurement sheets.

14 31.12 MAKEUP, WIGS, AND HAIR

15 (a) Wigs, hairpieces, makeup, and accessories will be provided by SAN DIEGO
16 OPERA. SAN DIEGO OPERA will supply each CHORISTER an individual
17 makeup kit comprised of the makeup supplies and applicators necessary to
18 accomplish the makeup as designed for the production. The makeup kit will be
19 returned to the SAN DIEGO OPERA at the conclusion of the final performance
20 with all remaining supplies and applicators.

21 (b) Guidance for use and application of makeup and applicators will be provided by
22 SAN DIEGO OPERA and made available in each chorus dressing room before
23 the rehearsal preceding the first rehearsal at which chorus makeup is required.
24 CHORISTERS will conform to the wig and makeup design as specified by the
25 wig and makeup designer. SAN DIEGO OPERA may require some
26 CHORISTERS to attend a demonstration of special makeup requirements.

27 (c) SAN DIEGO OPERA shall make every reasonable effort to notify male
28 CHORISTERS of facial hair requirements four (4) weeks before the first
29 performance of each production.

1 31.13 HOLIDAYS

2 Rehearsals or performances occurring on Labor Day, Thanksgiving Day, Independence
3 Day, Memorial Day, New Year’s Eve, New Year’s Day, Christmas Eve, Christmas Day,
4 and Easter Day shall be paid at double the base hourly rate. SAN DIEGO OPERA will
5 not schedule or call rehearsals on the aforementioned days except in emergency cases,
6 and will not discipline a CHORISTER for absence.

7 31.14 CREDIT

8 SAN DIEGO OPERA will assure that any SAN DIEGO OPERA production covered by
9 this Agreement, and involving the chorus, which is broadcast or telecast will give credit
10 to “Members of the San Diego Opera Chorus.” Chorus credits will appear in the printed
11 program listing each CHORISTER by name. SAN DIEGO OPERA shall use best efforts
12 to separately list by name in the program listing each CHORISTER performing a Chorus
13 Bit Role.

14 31.15 SAFETY AND SECURITY

15 SAN DIEGO OPERA shall make every reasonable effort to assure the safety and security
16 of each CHORISTER.

17 31.16 CHORISTERS PERFORMING AS A SUPERNUMERARY

18 Whenever a CHORISTER is requested to perform as a supernumerary, she/he shall be
19 paid the chorus bit fee.

20 31.17 COMPLIMENTARY TICKETS

21 Every CHORISTER who receives a contract during a season shall be entitled to two (2)
22 complimentary performance tickets to all MAIN STAGE productions that season. The
23 performance dates shall be at the discretion of SAN DIEGO OPERA, who will make a
24 best effort to distribute the tickets as far in advance as possible. Complimentary tickets
25 shall not be available until single tickets for each production go on sale to the general
26 public. If a production is expected to sell out all performances, SAN DIEGO OPERA
27 may offer tickets to a Student Dress Rehearsal instead of a performance, or a Dress
28 Rehearsal if space is not available for a Student Dress Rehearsal.

29 **Article 32 – CORPS DANCERS AND DANCE CAPTAINS**

30 32.01 ARTISTS COVERED

31 This Article applies to all dancers who are engaged by SAN DIEGO OPERA, under
32 STANDARD ARTIST’S CONTRACTS (CORPS DANCERS). For the purposes of this
33 Article, all references to “DANCER(S)” and/or “CORPS DANCERS” shall be
34 interpreted to include DANCE CAPTAIN.

1 32.02 COMPENSATION

2 (a) HOURLY SERVICE COMPENSATION AND PROVISIONS

- 3 (1) Hourly compensation for rehearsal and performance rates for CORPS
4 DANCERS and DANCE CAPTAINS shall be no less than the minimum
5 compensation rates shown in Table 32-1.

6 Table 32-1: Hourly Compensation Rates – Corps Dancers/Dance Captains

Hourly Compensation	As of 8/1/2018	As of 8/1/2020	As of 8/1/2022
Corps Dancers	\$37.94	\$38.70	\$39.47
Dance Captains	\$43.63	\$44.51	\$45.40

- 7
- 8 (2) Time will be calculated in fifteen (15) minute increments.
- 9 (3) The minimum call for a costume fitting shall be one (1) hour per
10 production, and shall be paid at the straight time hourly rate as shown in
11 table 32-1 above.
- 12 (4) The minimum call for a rehearsal session shall be two (2) hours.
- 13 (5) The minimum call for a performance shall be three (3) hours. This
14 minimum call includes thirty (30) minutes uninterrupted by other work
15 prior to onstage calls for costumes and makeup, and fifteen (15) after
16 dismissal for costume and makeup removal.
- 17 (6) In the event that DANCERS require additional time for undressing (e.g.,
18 when wearing a significant amount of body makeup or wigs/facial hair, or
19 when the large number of persons in a production may cause unusual
20 crowding in the wig or dressing rooms), SAN DIEGO OPERA and the
21 AGMA Delegate(s) shall meet and confer as to whether SAN DIEGO
22 OPERA should provide additional paid undressing time.
- 23 (7) Time shall be computed from the posted time of the call for rehearsal.

1 (8) A SOLO DANCE COVER may be assigned by the CHOREOGRAPHER
2 or ASSISTANT CHOREOGRAPHER. The SOLO DANCE COVER will
3 be paid a ten percent (10%) premium above the regular CORPS DANCER
4 hourly rate. If the SOLO DANCE COVER performs the covered role,
5 she/he will receive, at a minimum, the AGMA SOLO DANCER
6 performance fee for the performance.

7 (b) OVERTIME

8 (1) All time after midnight shall be paid at double the base rate.

9 (2) Time worked in excess of thirty (30) hours in one calendar week or six (6)
10 hours in one (1) day shall be paid at time plus one-half (1/2).

11 32.03 PARKING/PARKING REIMBURSEMENT

12 SAN DIEGO OPERA shall provide each DANCER free off-street, gated or attended
13 parking at a mutually acceptable lot for each service attended (i.e. rehearsals,
14 performances, and fittings) held at the Civic Center Concourse complex. For services
15 held elsewhere or those held at a time when SAN DIEGO OPERA-contracted Civic
16 Center/Concourse parking is unavailable, SAN DIEGO OPERA agrees to reimburse
17 DANCERS for parking expenses up to the current “special event”/“evening” rate.
18 Requests for reimbursement must be submitted within seven (7) days after final
19 performance of each production with receipts and completed reimbursement form
20 provided by SAN DIEGO OPERA. If SAN DIEGO OPERA provides parking for a
21 particular service, no reimbursements for alternative parking will be paid for that service,
22 except:

23 (a) When an individual DANCER is pre-approved for late arrival by SAN DIEGO
24 OPERA; or

25 (b) When a portion of the DANCE CORPS is scheduled to begin work at a time later
26 than the regular closing time of the SAN DIEGO OPERA contracted parking
27 facility (e.g. split rehearsal or call times for performance, or performance calls
28 after curtain).

1 32.04 AUDITIONS/CONTRACTING

2 (a) AUDITIONS

- 3 (1) In the event that SAN DIEGO OPERA schedules auditions for
4 DANCERS, SAN DIEGO OPERA shall provide AGMA with written
5 notice of CORPS DANCER auditions thirty (30) days prior to the
6 commencement of auditions.
- 7 (2) Audition notices for DANCERS shall describe the dance requirements,
8 genre and special skills with specificity. SAN DIEGO OPERA shall also
9 specify on CORPS DANCER audition notices the number or range of
10 CORPS DANCERS, and the type(s) of shoes needed for the audition.
- 11 (3) The audition notice shall include a tentative rehearsal schedule.
- 12 (4) SAN DIEGO OPERA shall provide CORPS DANCERS with a reasonable
13 dressing area for all auditions and rehearsals.
- 14 (5) SAN DIEGO OPERA agrees to make every reasonable and appropriate
15 effort to schedule sufficient rehearsal time to prepare the CORPS
16 DANCERS.
- 17 (6) The AGMA Delegate, or an alternate selected by the Delegate, may attend
18 any and all auditions. Every reasonable effort will be made to notify the
19 AGMA Delegate twenty-one (21) calendar days in advance of the date(s)
20 of all live auditions. All employment decisions shall remain with
21 SAN DIEGO OPERA.

22 (b) CONTRACTS

23 SAN DIEGO OPERA shall mail (or e-mail) contracts and updated rehearsal
24 schedules to the CORPS DANCERS and DANCE CAPTAIN(S) it would like to
25 employ for a production no later than thirty (30) days prior to the first rehearsal
26 for such production. DANCERS shall execute and return the contract to the SAN
27 DIEGO OPERA within ten (10) days of the postmarked date. Failure to do so
28 shall be considered a rejection of the contract, and a contract offer may be made

1 to a different individual. SAN DIEGO OPERA shall return a fully executed copy
2 of the contract to the DANCER no later than the beginning of the first rehearsal.

3 32.05 REHEARSAL SCHEDULING

- 4 (a) All opera business except signing in and costume fittings, but including costume
5 fitting assignments and wig fittings, must be conducted during the posted hours of
6 each rehearsal or performance and may not impinge on designated break times.
- 7 (b) No rehearsal shall commence before 10:00.a.m. on Saturdays or 1:00.p.m. on
8 Sundays.
- 9 (c) No rehearsal shall end later than 11:30 p.m. except dress rehearsals, which may
10 last until 12:30 a.m. Compensation to CORPS DANCERS for rehearsal time
11 beyond midnight shall be made in accordance with 32.02(b)(1) above
- 12 (d) There shall be a minimum ninety (90) minute break for lunch or dinner between
13 rehearsal calls provided that a minimum sixty (60) minute break may be given
14 subject to unanimous vote of the DANCERS on the call.
- 15 (e) There shall be a minimum one hundred and twenty (120) minute break between
16 any performance and rehearsal call on the same day provided that a minimum
17 sixty (60) minute break may be given subject to unanimous vote of the
18 DANCERS on the call.
- 19 (f) There shall be at least twelve (12) hours between the end of rehearsals or
20 performances and any rehearsal or performance call on the following day.
- 21 (g) Rehearsals may be scheduled for no more than thirty (30) hours in one (1)
22 workweek (Monday – Sunday).
- 23 (h) Prior to the dismissal of each rehearsal session, the next rehearsal call will be
24 announced and/or posted by an authority designated by SAN DIEGO OPERA.
- 25 (i) SAN DIEGO OPERA may cancel up to ten percent (10%) of the calendared
26 rehearsal time for a production shown on the schedule submitted with the mailing
27 of CORPS DANCER contracts. This includes all rehearsals leading up to, but not
28 including, dress rehearsals and SITZPROBE/WANDELPROBE. SAN DIEGO

1 OPERA shall notify DANCERS scheduled to rehearse of any cancellations with
2 at least twenty (20) hours' notice, and early releases shall be considered
3 cancellations.

4 (j) Should rehearsals be canceled, other than those cancellations allowed in
5 Paragraph (i) above, CORPS DANCER shall be paid for the entire calendared
6 rehearsal time. Should any change in the schedule mailed with contracts cause a
7 CORPS DANCER to miss a rehearsal, that DANCER shall not be held liable for
8 the absence and will be paid the minimum call for that rehearsal, provided the
9 DANCER gives reasonable justification in writing of such absence to SAN
10 DIEGO OPERA.

11 (k) Requests for absences from a rehearsal shall be submitted to the SAN DIEGO
12 OPERA two (2) weeks in advance of the rehearsal in question. Two (2)
13 consecutive absences or a total of three (3) absences from rehearsals shown on the
14 schedule submitted with the mailing of DANCER contracts per production shall
15 be considered grounds for dismissal from that production.

16 (l) At the beginning of the first full DANCER rehearsal of each production, up to
17 twenty-five (25) minutes shall be devoted to a DANCER meeting conducted
18 jointly by SAN DIEGO OPERA and AGMA for the explanation of union rules,
19 working conditions, and standard operating procedures.

20 32.06 WARM-UP

21 (a) Early performance calls for warm-ups shall be compensated in fifteen (15) minute
22 segments at CORPS DANCER's regular rehearsal rate from the time of the call
23 up to one-half (½) hour before the curtain time. CORPS DANCERS shall not be
24 assembled for warm-ups or notes during the half-hour call. One (1) ten (10)
25 minute warm-up may be scheduled during performances as long as it does not
26 infringe on the guaranteed half hour for uninterrupted dressing/make-up time.

27 (b) Prior to each performance involving CORPS DANCERS, SAN DIEGO OPERA
28 will make every reasonable effort to provide a standard rehearsal room, one (1)
29 hour before curtain, as a warm-up space. In the event DANCERS are on at the

1 beginning of the performance, they will be called thirty (30) minutes prior to half-
2 hour dress call and be compensated for the warm-up at the regular hourly rate.

- 3 (c) Prior to each onstage rehearsal, DANCERS shall be scheduled and paid for a
4 thirty (30) minute warm-up.

5 32.07 FREE DAY

6 After a DANCER rehearses and/or performs on six (6) consecutive days, there shall be a
7 FREE DAY. If rehearsals on a seventh consecutive day are included on the original
8 rehearsal schedule submitted to DANCERS prior to the signing of contracts, the signed
9 contracts constitute agreement to work on those days. Those DANCERS who work on a
10 seventh (7th) consecutive day will be paid at time and one-half (1/2) for that day and each
11 succeeding day until a FREE DAY is given. Under no circumstances will a DANCER
12 work more than thirteen (13) days without a FREE DAY being given.

13 32.08 BREAKS

14 (a) Staging/Technical Rehearsals: Ninety (90) minutes of staging and/or technical
15 rehearsal may elapse before a break is given, provided that total break periods add
16 up to ten (10) minutes for each hour. All break times will be given as consecutive
17 minutes uninterrupted by opera business. The breaks shall be granted according to
18 the following schedule:

19 (1) Up to fifty-five (55) minutes, a ten (10) minute break

20 (2) From fifty-five (55) to seventy-five (75) minutes, a fifteen (15) minute
21 break

22 (3) Greater than seventy-five (75) minutes, a twenty (20) minute break.

23 (4) A twenty (20) minute break must be given after ninety (90) minutes of
24 continuous rehearsal.

25 (b) Orchestra Rehearsals: Break schedule shall coincide with orchestra break
26 schedule, with the first ten (10) minutes of any such breaks designated as
27 DANCER break time, provided that total break periods add up to ten (10) minutes
28 for each hour. SAN DIEGO OPERA shall make every reasonable effort to
29 provide a ten (10) minute break within the first ninety (90) minutes of the
30 DANCER call.

1 (c) Final Dress Rehearsals: This rehearsal shall be run of show. During the run of
2 show, SAN DIEGO OPERA will make every reasonable effort to provide a break
3 of fifteen (15) minutes during intermission. SAN DIEGO OPERA will determine
4 intermission break scheduling with the AGMA Delegate prior to final dress
5 rehearsal.

6 (d) The total amount of break for each given length of rehearsal is shown below:

7	2-hour rehearsal	20 minutes of break
8	2 1/2-hour rehearsal	25 minutes of break
9	3-hour rehearsal	30 minutes of break
10	3 1/2-hour rehearsal	35 minutes of break
11	4-hour rehearsal	40 minutes of break
12	4 1/2-hour rehearsal	45 minutes of break
13	5-hour rehearsal	50 minutes of break

14 32.09 PAYMENT TO ARTISTS

15 (a) The workweek is Monday through Sunday.

16 (b) Payment for labor performed will be mailed or distributed on the Friday following
17 the last day of the pay period. Each paycheck covers the two weeks of pay during
18 the biweekly pay period. Paycheck stubs will include itemization of income and
19 amounts withheld.

20 (c) AGMA Initiation Fees - CORPS DANCERS covered by this Agreement are
21 subject to the provisions of Article 6. However, CORPS DANCERS who have not
22 previously performed with an AGMA-represented company may, at her/his
23 option, have SAN DIEGO OPERA deduct 15% of their compensation (excluding
24 travel expenses, per diems, and meal allowances) toward her/his initiation fees.
25 SAN DIEGO OPERA agrees to separately send these funds to AGMA within 2
26 weeks after such deduction is made with appropriate designation of the source and
27 purpose of these funds. At the termination of CORPS DANCER's engagement

1 with SAN DIEGO OPERA, CORPS DANCER shall make payment arrangements
2 with AGMA for payment of the balance of the initiation fees due. So long as the
3 CORPS DANCER complies with the terms of her/his payment arrangements,
4 CORPS DANCER shall be considered a member in good standing with AGMA.

5 32.10 DRESSING ROOMS

6 (a) SAN DIEGO OPERA will provide each DANCER with a mirror, dressing table
7 area, and a chair. If SAN DIEGO OPERA is unable to provide the above, it will
8 provide a room or screened dressing area for dancer dressing and undressing.

9 (b) Pursuant to 21.17 above, SAN DIEGO OPERA will provide lock-up facilities in
10 the theater for valuables. DANCER shall return any key or lock provided by the
11 company after the final performance.

12 32.11 RESPONSIBILITY OF DANCER

13 The DANCER agrees to be prompt and fully prepared for all properly noticed calls (i.e.,
14 rehearsals, performances, costumes, stage entrances, and backstage cues), to pay strict
15 regard to makeup and dress, to properly care for costumes and props, to perform services
16 as directed, to respect the physical property of the production and the theater, and to
17 abide by the terms of this Agreement and all posted reasonable rules and regulations of
18 SAN DIEGO OPERA. More than one (1) infraction in any production shall be grounds
19 for dismissal provided said DANCER has been notified of the initial infraction. Notice of
20 any and all discipline shall be sent to the DANCER with a copy to the AGMA Delegate.
21 If a DANCER wishes to be considered for a non-AGMA role, he or she must first gain
22 the permission of AGMA.

23 32.12 COSTUME FITTINGS

24 (a) If necessary, DANCERS shall re-schedule a costume fitting at least twenty-four
25 (24) hours prior to the scheduled fitting.

26 (b) Per season, each DANCER will be provided with new tights, dance belt, and
27 trunks upon request, with the understanding that they can only be used by the
28 same DANCER throughout the season.

29 (c) SAN DIEGO OPERA shall accord each DANCER a rehearsal shoe allowance of
30 \$50 per production engaged, or, alternatively, SAN DIEGO OPERA may provide
31 rehearsal shoes. This allowance shall be paid along with the first paycheck for
32 each production. SAN DIEGO OPERA agrees to provide DANCERS with shoes

1 necessary for all performances, to the satisfaction of each DANCER. Break-in
2 time of one week for performance shoes shall be allowed. SAN DIEGO OPERA
3 shall provide performance shoes one (1) week prior to the first performance.

- 4 (d) Effective August 1, 2016, DANCERS shall receive fifteen (15) minutes of pay
5 during their first payroll period for their updated returned measurement sheets.

6 32.13 MAKEUP, WIGS, AND HAIR

7 (a) Wigs, hairpieces, makeup, and accessories will be provided by SAN DIEGO
8 OPERA. SAN DIEGO OPERA will supply each DANCER an individual makeup
9 kit comprised of the makeup supplies and applicators necessary to accomplish the
10 makeup as designed for the production. The makeup kit will be returned to the
11 SAN DIEGO OPERA at the conclusion of the final performance with all
12 remaining supplies and applicators.

13 (b) Guidance for use and application of makeup and applicators will be provided by
14 SAN DIEGO OPERA and made available in each DANCER dressing room
15 before the rehearsal preceding the first rehearsal at which DANCER makeup is
16 required. DANCER will conform to the wig and makeup design as specified by
17 the wig and makeup designer. SAN DIEGO OPERA may require some
18 DANCERS to attend a demonstration of special makeup requirements.

19 (c) SAN DIEGO OPERA shall make every reasonable effort to notify male
20 DANCERS of facial hair requirements four (4) weeks before the first
21 performance of each production.

22 32.14 HOLIDAYS

23 Rehearsals or performances occurring on Labor Day, Thanksgiving Day, Independence
24 Day, Memorial Day, New Year's Eve, New Year's Day, Christmas Eve, Christmas Day,
25 and Easter Day shall be paid at double the base hourly rate. SAN DIEGO OPERA will
26 not schedule or call rehearsals on the aforementioned days except in emergency cases,
27 and will not discipline a CORPS DANCER for absence.

28 32.15 CREDIT

29 SAN DIEGO OPERA will assure that any SAN DIEGO OPERA production covered by
30 this Agreement, and involving the DANCERS, will give credit to each DANCER in the
31 printed program listing each by name.

1 32.16 SAFETY AND SECURITY

2 SAN DIEGO OPERA shall make every reasonable effort to assure the safety and security
3 of each CORPS DANCER.

4 32.17 ENGAGEMENT OF DANCERS

5 Only an individual hired as a SOLO DANCER or CORPS DANCER may be called upon
6 to perform specialized dance choreography, feats requiring specific training (e.g. lifts), or
7 choreographed movement to which the DANCER brings professional movement training,
8 expertise, and experience. SAN DIEGO OPERA agrees to engage professional SOLO
9 DANCERS and CORPS DANCERS in accordance with the terms and conditions set
10 forth herein when repertory selection and/or artistic prerogative dictates the use of
11 professional SOLO DANCERS or CORPS DANCERS. In no case shall supernumeraries
12 or CHORISTERS be engaged to dance in place of trained professional SOLO DANCERS
13 or CORPS DANCERS for any production.

14 32.18 HEALTH AND SAFETY

15 Also see 21.19 and 21.20

16 **Article 33 – SICK LEAVE**

17 33.01 SAN DIEGO OPERA agrees to provide W-2 ARTISTS with sick leave benefits under
18 SAN DIEGO OPERA’s Paid Sick Leave policy. If that policy conflicts with the City of
19 San Diego’s Paid Sick Leave Ordinance, the Ordinance will control.

20 33.02 Effective August 1, 2015, ARTISTS shall accrue paid sick leave at the rate of one (1)
21 hour per every thirty (30) hours worked, and may use sick leave as it is accrued, provided
22 that the use of sick leave is limited to forty (40) hours per fiscal year (July 1 – June 30).
23 Unused sick leave shall carry over year to year based on SAN DIEGO OPERA’s fiscal
24 year end date of June 30th. Sick leave may be taken in minimum increments of two (2)
25 hours. If an ARTIST is rehired at any point during the fiscal year immediately following
26 the fiscal year in which the separation took place, previously accrued and unused paid
27 sick leave shall be carried over. ARTIST shall be entitled to use time previously accrued
28 and unused beginning on their date of rehire. If an ARTIST is not hired for one fiscal
29 year, then all previously accrued and unused paid sick leave shall be forfeited. There shall
30 be no cash-out of accrued, unused sick leave upon separation from employment.

1 33.03 Use of Sick Leave: Paid sick leave may be taken for diagnosis, care, or treatment of an
2 existing health condition of, or preventive care for, an ARTIST or an ARTIST's family
3 member. "Family member" means:

- 4 (a) A child, meaning biological, adopted, or foster child, stepchild, legal ward, or a
5 child to whom the ARTIST stands in loco parentis. This definition is applicable
6 regardless of age or dependency status.
- 7 (b) A biological, adoptive, or foster parent, stepparent, or legal guardian of an
8 ARTIST or the ARTIST's spouse or registered domestic partner, or a person who
9 stood in loco parentis when the ARTIST was a minor child.
- 10 (c) A spouse.
- 11 (d) A registered domestic partner.
- 12 (e) A grandparent.
- 13 (f) A grandchild.
- 14 (g) A sibling.
- 15 (h) For an ARTIST who is the victim of domestic abuse, sexual assault, or stalking
16 for specified purposes.
- 17 (i) Other medical reasons of the ARTIST, including pregnancy, or obtaining a
18 physical examination.
- 19 (j) An ARTIST's place of business is closed by order of a public official due to a
20 Public Health Emergency or an ARTIST is providing care or assistance to a
21 Child, whose school or child care provider is closed by order of a public official
22 due to a Public Health Emergency.

23 Article 34 – **PROMOTIONAL RECORDING**

24 34.01 AGMA does not authorize and ARTISTS do not consent to any recording activity other
25 than that set forth in this Article. However, for recording or broadcasting activity which
26 does not fall within the provisions of this Article, SAN DIEGO OPERA may request
27 approval from AGMA and AGMA will consider such request in a timely fashion. AGMA

1 and SAN DIEGO OPERA agree that any approved requests nonetheless will require
2 ARTIST'S consent.

3 34.02 To the extent not otherwise covered by other contractual relationships, AGMA and
4 ARTIST agree that by signing the STANDARD ARTIST'S CONTRACT form, ARTIST
5 shall have given consent to the broadcast and recording activity set forth in this Article.

6 34.03 No broadcast or recording of any kind (audio and/or visual) shall be made of ARTISTS
7 in rehearsal or performance without forty-eight (48) hours specific prior written
8 notification to ARTISTS and AGMA specifying the nature and timing of such broadcast
9 or recording, except in the case of a promotional opportunity which could not have been
10 reasonably anticipated, in which case notice shall be given as soon as possible.

11 34.04 SAN DIEGO OPERA may record:

12 (a) Performances;

13 (b) Orchestra dress rehearsals;

14 (c) Up to thirty (30) minutes of stage rehearsal(s) other than Orchestra Dress
15 rehearsals.

16 (d) Up to thirty (30) minutes of a rehearsal other than a stage rehearsal or orchestra
17 dress rehearsal with prior permission of the principal ARTISTS involved in said
18 rehearsal.

19 (e) Interview with an ARTIST or ARTISTS provided the ARTIST(S) involved have
20 given their prior permission.

21 34.05 For the performances and rehearsals recorded pursuant to 34.04 above, SAN DIEGO
22 OPERA may produce, distribute, or release for broadcast as specified in this paragraph
23 without additional compensation to ARTIST, provided that no one else involved in the
24 performance or rehearsal receives additional compensation. If additional compensation is
25 provided to any person involved in the performance or rehearsal, ARTIST shall be
26 compensated in accordance with 34.07 below.

27 (a) SAN DIEGO OPERA may create recordings (audio and/or visual) of rehearsals or
28 performances for study purposes, without compensation to ARTISTS. Such tapes

1 shall remain at all times in the custody of SAN DIEGO OPERA. SAN DIEGO
2 OPERA shall not permit duplication of any study tape, nor will it allow any use of
3 a study tape for purposes other than study of staging and review by the Stage
4 Director, Assistant Director, Choreographer, Conductor/Music Director, Singers,
5 Dancers, potential co-producers or renting companies, and SAN DIEGO OPERA
6 staff directly involved in the production. SAN DIEGO OPERA shall not permit
7 duplication of any archival recording or other release in whole or in part, whether
8 public or otherwise, except as otherwise provided in this Article, or otherwise
9 agreed upon by SAN DIEGO OPERA and AGMA. Prior to any release of such
10 recording from its custody, SAN DIEGO OPERA will require that the user
11 adhere to the provisions of this paragraph and require indemnification by user
12 against damages, including the payments required by 34.07 below, which may
13 result from any unauthorized release.

14 (b) Archival recordings shall carry the following disclaimer:

15 *"This recording was created for the archival record of the physical production*
16 *only and in no way is intended to represent the creative or artistic talents of the*
17 *artist involved."*

18 SAN DIEGO OPERA assumes the responsibility to assure that archival
19 recordings which are duplicated for review are, in themselves not capable of
20 being duplicated should that technology be readily and reasonable available.

21 (c) Up to three (3) minutes, or where government funding sources require a greater
22 number of minutes, the number of minutes so required, for viewing by potential
23 government or foundation funding sources. SAN DIEGO OPERA will require
24 that the government or foundation entity adhere to the provisions of this Article
25 and, where legally possible, require indemnification by user against damages,
26 including the payments required by 34.07 below, which may result from
27 unauthorized release.

28 (d) Up to thirty (30) minutes documenting SAN DIEGO OPERA's process of
29 producing an opera or of ARTIST's professional activities (e.g., a documentary)

- 1 provided that there are no sales of the product and that any television or radio
2 broadcast is local.
- 3 (e) Up to thirty (30) minutes for the education of new audiences (e.g., children,
4 culturally isolated public audiences, public services) provided that there are no
5 sales of the product and that any television or radio broadcast is local.
- 6 (f) Up to five (5) minutes for civic promotion or education of publicly elected
7 officials.
- 8 (g) Up to three (3) minutes for news broadcasts or telecasts.
- 9 (h) Up to three (3) minutes for inclusion in a regularly scheduled "magazine format"
10 public broadcast or telecast.
- 11 (i) Up to three (3) minutes for promotional, marketing, individual donor/fund-raising
12 purposes, or any "not-for-profit" activity that may enhance the current or future
13 sales, fund-raising, reputation, or recognition of SAN DIEGO OPERA or its
14 affiliates.
- 15 (j) One (1) live or one (1) tape delayed local radio broadcast of each production. This
16 broadcast is allowed at no extra cost as long as no one else involved in the
17 performance or rehearsal receives additional compensation for the broadcast. In
18 the event other performers do receive additional fees for the broadcast, AGMA
19 members involved in the production will receive at least as much as the other
20 individual performers receive. SAN DIEGO OPERA will pay ten dollars (\$10)
21 per broadcast to all AGMA members involved in the production.
- 22 (k) Should SAN DIEGO OPERA desire to provide product for streaming, other than
23 that described in (i) above AGMA and SAN DIEGO OPERA shall negotiate the
24 terms and conditions for the release of such product as the circumstances arise. In
25 no event shall any such product be released without the approval of AGMA and
26 the ARTIST.
- 27 (l) If a future revenue-generating opportunity to download these productions for a fee
28 is approved in writing by AGMA and SAN DIEGO OPERA, all net revenues
29 would be distributed to the AGMA members and designers involved in the

1 original production. Each individual would receive a percent of the net revenues
2 equivalent to their compensation for the production divided by the total
3 compensation of all AGMA members and designers involved in the production.
4 All net revenues would be distributed to the performers listed above. SAN
5 DIEGO OPERA does not intend to profit from such opportunities if they arise.

6 34.06 To the extent SAN DIEGO OPERA can require or control such credit, AGMA, each
7 PRINCIPAL ARTIST and CHORISTER performing a Chorus Bit Role recorded, and
8 each member of the PRODUCTION STAFF will receive name credit, and the chorus and
9 DANCERS will be collectively credited in the released or distributed material.

10 34.07 Other than as provided above, should there be any release, distribution, sale, or any other
11 use made of any rehearsal, performance, or interview recordings, including, but not
12 limited to, "study tapes", SAN DIEGO OPERA agrees to compensate all ARTISTS
13 involved in the production, including CHOREOGRAPHERS, ASSISTANT
14 CHOREOGRAPHERS, ASSISTANT STAGE DIRECTORS, STAGE MANAGERS,
15 ASSISTANT STAGE MANAGERS, CHORISTERS, and DANCERS, at the rates
16 specified in the STANDARD ARTIST'S CONTRACT or at rates to be negotiated with
17 AGMA. If said release, distribution, sale, or other use is beyond the reasonable control of
18 SAN DIEGO OPERA, the payment provisions of this paragraph shall not be applicable.
19 SAN DIEGO OPERA agrees to notify AGMA national office of any release, sale,
20 distribution, or other use for which payment is required under this Article.

21 34.08 AGMA, ARTISTS and SAN DIEGO OPERA shall work together to aggressively
22 identify and eliminate unauthorized or pirated tapes of rehearsal or performances.
23 Further, AGMA and SAN DIEGO OPERA shall cooperate to discourage and/or prevent
24 the creation and/or distribution of unauthorized recordings in whatever manner they may
25 deem appropriate.

26 34.09 The following language will be inserted in the STANDARD ARTIST'S CONTRACT:
27 Please Take Notice:

28 *"Unless this Standard Artist's Contract provides otherwise, by signing this contract,*
29 *Artist is agreeing to allow certain taping and recording of rehearsal and performance*

1 *activities and release and distributions of such recordings in accordance with the*
2 *minimum rates of the labor organization with jurisdiction over the release or distribution*
3 *media. Please be certain you are familiar with the terms and conditions of the Collective*
4 *Bargaining Agreement between AGMA and San Diego Opera. If you have any questions,*
5 *please call the AGMA national office at (212) 265-3687.”*

6 34.10 For purposes of definition, “promotional,” “promotion,” or “promoting” as used in this
7 Article shall mean any “not-for-profit” activity which may enhance the current or future
8 sales, fundraising, reputation, or recognition of SAN DIEGO OPERA or its affiliates and
9 for which activity neither SAN DIEGO OPERA nor any of its personnel (including stage
10 hands, orchestra, etc.) nor any of its performing ARTISTS hired for the ongoing live
11 stage presentation, receives additional remuneration.

12 Article 35 – **ARBITRATION**

13 35.01 Every contract entered into between SAN DIEGO OPERA and ARTIST during the term
14 of this Agreement shall be deemed to contain the following provision:

15 (a) Any controversy or claim arising out of or relating to this contract or the breach or
16 interpretation thereof, or the engagement of ARTIST hereunder shall be settled by
17 arbitration in accordance with the rules, then obtaining, of the American
18 Arbitration Association. Either party may demand such arbitration in writing,
19 which demand shall include the name of the arbitrator appointed by it. Within
20 three (3) days after such demand, the other party shall name its arbitrator, or in
21 default of such appointment, such arbitrator shall be named forthwith by the
22 American Arbitration Association. The two (2) arbitrators so appointed shall
23 select a third (3rd) within a period of five (5) days from a panel submitted to them
24 by the American Arbitration Association and, in lieu of their agreement upon such
25 third (3rd) arbitrator, she/he shall be appointed by the American Arbitration
26 Association. The hearing shall be held on two (2) days’ notice and shall be
27 concluded within fourteen (14) days, unless otherwise ordered by the arbitrators.
28 The award of the arbitrators shall be within seven (7) days after the close of the
29 submission of evidence. An award agreed to by a majority of the arbitrators so

1 appointed shall be binding upon both parties, and judgment upon such award may
2 be entered by either party in the highest court of the forum, State or Federal,
3 having jurisdiction.

4 (b) In the event there is a controversy or claim involving the sum of five hundred
5 dollars (\$500.00) or less arising out of, or relating to, this contract or the breach or
6 interpretation thereof or the engagement of ARTISTS hereunder, it shall be settled
7 by arbitration in accordance with the rules then obtaining of the American
8 Arbitration Association. Either party may demand such arbitration in writing. The
9 parties shall select a single arbitrator within a period of five (5) days thereafter
10 from a panel submitted to them by the American Arbitration Association. In the
11 event of a disagreement upon such arbitrator, she/he shall be appointed by the
12 American Arbitration Association. The hearing shall be held on two (2) days'
13 notice and shall be concluded within fourteen (14) days unless otherwise ordered
14 by the arbitrators. The award of the arbitrators shall be within seven (7) days after
15 the close of the submission of evidence. An award made by the arbitrator so
16 appointed shall be binding upon both parties, and judgment upon such award may
17 be entered by either party in the highest court of the forum, State or Federal,
18 having jurisdiction.

19 (c) Upon request of SAN DIEGO OPERA, AGMA agrees to aid in the enforcement
20 of any arbitration award against its members by proper disciplinary action in
21 accordance with the award, the AGMA Constitution and By-Laws, and applicable
22 law.

23 35.02 Any controversy or claim arising out of or relating to this contract or breach or
24 interpretation thereof, or the engagement of any ARTIST hereunder, or the ability of
25 ARTIST to perform hereunder, shall be settled by arbitration in the same manner as is
26 provided in the quoted portions of 35.01 above.

27 35.03 All arbitrations between SAN DIEGO OPERA and ARTIST and/or between
28 SAN DIEGO OPERA and AGMA shall take place in San Diego.

29 35.04 The initial grievance must be filed within sixty (60) days of the occurrence, and any
30 resulting demand for arbitration must be within ninety (90) days of the filing of the

1 grievance. Failure by any party to follow any of the prescribed procedures shall render
2 the claim null and void.

3 Article 36 – **FORCE MAJEURE**

4 It is agreed that if SAN DIEGO OPERA cannot perform or rehearse because of fire, accident,
5 strikes, riot, acts of God, war, acts of terrorism, the public enemy, or if the local police or fire
6 authorities evacuate the premises, or for any other cause of the same general class which could
7 not be reasonably anticipated or prevented, SAN DIEGO OPERA shall notify ARTIST thereof,
8 in writing, and thereafter ARTIST shall receive the Per Diem or hotel plus meal allowance, as
9 appropriate, set forth herein for all days ARTIST is required to remain in CITY OF
10 ORIGINATION because of a practical impossibility to leave such city and to return to
11 ARTIST’s DOMICILE. The term “war” shall not include a war in which the USA is not a party,
12 unless such a war between foreign governments affects the USA in such a way as to make the
13 execution of this contract impossible or unfeasible. Should SAN DIEGO OPERA invoke the
14 provisions of this Article because of the war, SAN DIEGO OPERA agrees to give ARTIST and
15 AGMA at least two (2) weeks prior written notice thereof, and in such case, the Article shall
16 apply only upon the expiration of such notice period.

17 Article 37 – **TERM OF THIS AGREEMENT**

18 37.01 The term of this Agreement shall commence on August 1, 2018 and conclude on July 31,
19 2023, provided that all contracts with ARTISTS, which expire after that date, shall be
20 deemed subject to the minimums and terms and conditions contained in such new
21 Agreement as may be entered into between AGMA and the SAN DIEGO OPERA for the
22 next succeeding seasons.

23 37.02 All ARTISTS’ Per Diems, meal allowances, retirement contributions, and wages based on
24 the previous Agreement for services rendered between August 1, 2018 and the date of the
25 execution of this Agreement, which are less than those negotiated herein for said period,
26 shall be increased retroactively from August 1, 2018.

27 Article 38 – **OBLIGATIONS OF SIGNATORIES**

28 It is understood and agreed that David Bennett who is signing this Agreement on behalf of
29 SAN DIEGO OPERA as agent and representative of SAN DIEGO OPERA hereby warrants and
30 represents that he has the requisite authority as an agent and representative of
31 SAN DIEGO OPERA to sign this Agreement on behalf of, and to bind SAN DIEGO OPERA.

1 **Article 39 – AGREEMENT BINDING ON OTHER PARTIES**

2 This Agreement shall be known as the COLLECTIVE BARGAINING AGREEMENT between
3 AGMA and SAN DIEGO OPERA and shall be binding upon and shall inure to the benefit of the
4 signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales,
5 assignments, transfer, or the like, shall succeed to, or be entitled to, a substantial part of the
6 business of any signatory; and SAN DIEGO OPERA agrees that its signature to this Agreement
7 shall likewise bind any and all subsidiary companies engaged in the production or management
8 of Opera, Concerts, Concert Revues, Dance, Recitals, Oratorios, or any other performances
9 within AGMA’s jurisdiction.

10 **Article 40 – SEPARABILITY**

11 If any provision of this Agreement shall be held invalid, it shall be deemed separable from the
12 remainder of this Agreement, and it shall not affect the validity of any other provisions hereof.

13 **Article 41 – FAILURE TO INSIST UPON PERFORMANCE**

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

18 **Article 42 – AVAILABILITY OF AGREEMENT**

19 SAN DIEGO OPERA shall facilitate the posting and distribution by AGMA of notices to
20 ARTISTS. Such notices may include the availability of this Agreement and all other Agreements
21 pursuant hereto, the names and phone numbers of AGMA delegates and representatives, and
22 other relevant information.

23 **Article 43 – AGMA LOGO AND CREDIT**

24 43.01 Credit for the American Guild of Musical Artists (AGMA) will be published in all
25 program credits as follows:

26 *“The Artists and Production Staff of San Diego Opera are represented by The American*
27 *Guild of Musical Artists, AFL-CIO, the union that represents Artists in the fields of*
28 *opera, ballet, modern dance and choral presentations.”*

29 43.02 Commencing with the SAN DIEGO OPERA 2006-2007 Performance Season, the
30 AGMA logo as provided by AGMA will be included in the credits of all newly recorded

1 SAN DIEGO OPERA broadcast media including, but not limited to “Opera Spotlight”
2 and “Opera Talk”, along with the following statement:



3 AMERICAN GUILD *of* MUSICAL ARTISTS

4 *“The Artists and Production Staff of San Diego Opera are represented by The American*
5 *Guild of Musical Artists, AFL-CIO, the union that represents Artists in the fields of*
6 *opera, ballet, modern dance and choral presentations.”*

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

FOR THE AMERICAN GUILD OF
MUSICAL ARTISTS, AFL-CIO

FOR SAN DIEGO OPERA ASSOCIATION

Leonard Egert

National Executive Director

(Title)

David Bennett

General Director

(Title)

Date: _____

Date: _____

EXHIBIT A

STANDARD ARTIST'S CONTRACT FORM

This Page Intentionally Left Blank
for Reproduction Purposes

EXHIBIT B

SIDE LETTER 1

To the Collective Bargaining Agreement
Between
American Guild of Musical Artists
And
San Diego Opera Association

- 1 During the course of negotiations between SAN DIEGO OPERA and AGMA, both parties
2 discussed and have agreed to the following:
- 3 Should Rush or Special Offers to the public be made, SAN DIEGO OPERA agrees to give
4 advance notice to CHORISTERS and CORPS DANCERS and with the same conditions and
5 caveats in effect as the offer which will be made to the public.

Accepted and Agreed

AMERICAN GUILD OF MUSICAL ARTISTS

SAN DIEGO OPERA ASSOCIATION

Leonard Egert

National Executive Director

(Title)

David Bennett

General Director

(Title)

Date: _____

Date: _____

This Page Intentionally Left Blank
for Reproduction Purposes

EXHIBIT C

SIDE LETTER 2

To the Collective Bargaining Agreement
Between
American Guild of Musical Artists
And
San Diego Opera Association

1 It is understood that artistic discretion might dictate that fewer CHORISTERS should be used in
2 certain scenes (i.e. a “Reduced Chorus”).

3 If a Reduced Chorus is required for any scene(s), the CHORISTERS shall be selected using the
4 following priority:

- 5 1. “CORE” CHORISTERS of the applicable vocal section.
- 6 2. Non-“CORE” CHORISTERS.

7 SAN DIEGO OPERA may choose to pass over “CORE” CHORISTERS and instead select Non-
8 “CORE” CHORISTERS. However, if the hours for the Reduced Chorus are greater than the
9 hours for the non-Reduced Chorus, all “CORE” CHORISTERS who have been passed over shall
10 be paid as though they had been selected for the Reduced Chorus.

11 In no instance shall a Non-“CORE” CHORISTER earn more during a production than a “CORE”
12 CHORISTER, unless a “CORE” CHORISTER requests removal from the Reduced Chorus.

13 The AGMA Delegate shall be given a list of all CHORISTERS showing their “CORE” status,
14 along with who is selected for the Reduced Chorus.

Accepted and Agreed

AMERICAN GUILD OF MUSICAL ARTISTS

SAN DIEGO OPERA ASSOCIATION

Leonard Egert
National Executive Director

(Title)

David Bennett
General Director

(Title)

Date: _____

Date: _____

This Page Intentionally Left Blank
for Reproduction Purposes

EXHIBIT D

SIDE LETTER 3

To the Collective Bargaining Agreement
between
American Guild of Musical Artists, AFL-CIO
and
San Diego Opera Association

1 AGMA and SAN DIEGO OPERA, hereinafter collectively referred to as “the Parties”, agree as
2 follows:

3 For the purpose of the Parties’ Agreement covering the period of 2018-2023, PERFORMING
4 PRINCIPAL ARTISTS performing Lead, Featured or Supporting roles and STAGE
5 DIRECTORS in **DETOUR** productions may be paid no less than 75% of the minimum rates
6 contained in the Agreement. All other ARTIST classifications may be paid no less than 85% of
7 the minimum rates contained in the Agreement.

Accepted and Agreed

AMERICAN GUILD OF MUSICAL ARTISTS SAN DIEGO OPERA ASSOCIATION

Leonard Egert
National Executive Director

(Title)

David Bennett
General Director

(Title)

Date: _____

Date: _____

This Page Intentionally Left Blank
For Reproduction Purposes