

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**AMERICAN GUILD OF MUSICAL ARTISTS**

**And**

**WASHINGTON CONCERT OPERA**

**September 1, 2022 to August 31, 2024**

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This COLLECTIVE BARGAINING AGREEMENT (CBA) made and agreed between the AMERICAN GUILD OF MUSICAL ARTISTS, INC., (hereinafter referred to as "AGMA") a membership corporation organized and existing under and by virtue of the laws of the State of New York, and having its principal office at 305 7<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, New York, NY 10001, and WASHINGTON CONCERT OPERA, a District of Columbia non-profit corporation, having its principal place of business at 2437 15<sup>th</sup> Street NW, Washington, D.C. 20009 (hereinafter referred to as "Management").

### **W I T N E S S E T H:**

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

### **ARTICLE I – ARTISTS COVERED**

The Management hereby recognizes AGMA as the exclusive collective bargaining agent for all Artists whose services are contracted for by the Management. The Management agrees that AGMA represents, for collective bargaining purposes, a majority of the Artists.

### **ARTICLE II – DEFINITIONS**

Whenever used in this Collective Bargaining Agreement, unless otherwise provided.

- A. Artist means, collectively, all Choristers, all Soloists, and all ensemble vocalists, dancers, narrators, stage managers, assistant stage managers and stage directors.
- B. Soloist means an Artist who sings only as a soloist and is not a member of the chorus.
- C. Chorister means an Artist who sings only as a member of the chorus.
- D. City of Origination means the City of Washington, D.C.
- E. Individual Artist Agreement means a contract for the rendering of services by an Artist to the Management, entered into by such Artist and the Management.
- F. Stage Manager means an individual engaged to stage manage and "call" the production.

G. Assistant Stage Manager means an individual engaged to assist the Stage Manager in managing the production.

H. Stage Director means an individual engaged to direct the staging for the production according to the design concept as agreed by Management.

### **ARTICLE III – APPLICATION OF BENEFITS**

The Management agrees that the provisions of this Collective Bargaining Agreement shall apply to and inure to the benefit of all Artists whose services are contracted for by the Management, directly or indirectly, or through agents or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this Collective Bargaining Agreement any phrase of a more restricted meaning, such as, for example, “Artists whose services are contracted for by the Management” such phrase shall be deemed to mean “All Artists whose services are contracted for by the Management, directly or indirectly, or through agents or independent contractors.”

### **ARTICLE IV – EXCLUSIONS; MANAGEMENT RIGHTS**

A. Except as set forth in ARTICLE IV.B immediately below, all terms of this Collective Bargaining Agreement shall remain in force for all engagements and productions of the Management.

B. Excluded from the applicability of this Collective Bargaining Agreement are all in-school programs, public education, training, and local community outreach programs.

C. Except as and to the extent specifically provided for by any provision of this Collective Bargaining Agreement or an Individual Artist Agreement, the Management reserves and retains, solely and exclusively, all of its inherent business and artistic rights, functions and prerogatives as to the management of its business.

### **ARTICLE V – AGMA/UNION RIGHTS**

A. The Management acknowledges that AGMA has the right to represent all Artists covered by this Agreement and that AGMA may represent all Artists in any dispute which may arise with the Management.

B. The Management agrees that it will not discriminate against any Artist in compensation, performances, engagements or in its general relationship with the Artist, because of the Artist’s activities on behalf of AGMA. If an Artist believes that they have been penalized or discriminated against because of their activities on behalf of or as a member of AGMA, the

Artist and AGMA may avail themselves of the Grievance and Arbitration provisions of this Agreement.

C. AGMA delegates or representatives shall be admitted to any location where Artists are working or are scheduled to work, shall act as liaison between Artists and AGMA, shall report any violations of the Agreement both to the Management and to AGMA, and shall at all times have the right to bring matters of safety to the attention of the Management.

D. The Management agrees to provide AGMA a roster of all AGMA Artists engaged for each production that includes the Artist's contact information and the roles to be performed by each Artist engaged, no less than six (6) weeks prior to the first performance of such production. The Management shall update the roster at regular intervals.

E. The Management agrees to include in all onboarding materials, provided to Artists at the time of contract issuance or first rehearsal, information, provided by AGMA, concerning AGMA resources available to each Artist while working at WCO.

## **ARTICLE VI – PARTIES BOUND BY THE COLLECTIVE BARGAINING AGREEMENT**

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

## **ARTICLE VII – MEMBERSHIP IN AGMA**

A. Until and unless the union security provisions of the Labor Management Relations Act, 1947, as amended (the "Act"), are amended so as to permit a stricter union security clause, the following provisions shall apply:

"The Management shall engage the services, and continue such engagement, of only such persons covered by this Collective Bargaining Agreement who are members of AGMA, or shall make application for membership on the thirtieth (30th) day following either (i) the beginning of the provision of services hereunder, or (ii) the date of execution of this Collective Bargaining Agreement, whichever is the later, and thereafter maintain such membership as a condition for continuing to provide services, as permitted by law."

In the event the Act is amended to permit a stricter union security clause, the above provision shall be deemed amended accordingly. The provisions of this ARTICLE VII.A are subject to the applicable provisions of the Act.

B. AGMA agrees that it is and will continue to be an open union and will keep its membership rolls open and will admit to membership all Artists engaged by the Management and will not impose unreasonable entrance fees or dues upon its members; provided, however, nothing contained in this Collective Bargaining Agreement shall be deemed to limit the right of AGMA to suspend, expel, otherwise discipline or to refuse to admit to membership or readmit a member, pursuant to the rules, regulations, Constitution and By-Laws of AGMA, and provided, further, that nothing contained herein shall require the Management to discharge or refuse to engage any Artist by reason of any action of AGMA which is in violation of the Act.

C. Nothing contained within this Collective Bargaining Agreement or an Individual Artist Agreement in any way shall abrogate the artistic prerogatives of the Management, which shall be the sole judge and arbiter of any and all artistic matters.

## **ARTICLE VIII – DEDUCTIONS**

A. The Management agrees that upon receipt of a written and signed “Authorization to Deduct AGMA Dues and Fees” on the most current and legally compliant form [hyperlink [HERE](#)] or contained in the most current AGMA Individual Artist Agreement [hyperlink [HERE](#)], it will deduct (“Check-Off”) from the gross compensation earned and to be earned by each Artist covered under this Agreement the “Working Dues” or applicable fees as certified by AGMA to be then in effect. For purposes of such deductions, travel expenses, meal money, per diem (to the extent provided for in this Collective Bargaining Agreement) and any compensation earned under the jurisdiction of any union other than AGMA shall not be considered a part of the “gross compensation” and shall not be subject to such deduction. The Management shall commence making such deductions with the first compensation payment to be made to such Artist following the date of the filing of their written assignment, and such deductions shall continue thereafter for each subsequent compensation payment made to each Artist during the term of the written assignment and the Collective Bargaining Agreement.

B. Within one (1) week after the end of each compensation period, the Management shall remit to AGMA, by check drawn to the order of the American Guild of Musical Artists, or by ACH or wire transfer, the total amount of all deductions made during the period for all Artists. The Management further agrees that, upon the written request of AGMA, delinquent dues and initiation fees payable to AGMA shall be deducted from

the compensation of Artists and paid by the Management to AGMA by separate check, ACH, or wire transfer.

At the time of such remittance, and together therewith, the Management shall also furnish to AGMA a record certifying the names, Social Security numbers and total compensation and deductions for the pay period of the Artists on whose account such deductions were made. The Management will not be liable to an Artist for making, or to AGMA for failure to make, a deduction or deductions; however, the Management will use reasonable care in making deductions.

C. AGMA and the Management agree that the Management may deduct from the compensation of any affected Artist any amounts due and owing the Management (e.g., for unreturned scores, any applicable reduction(s) for rehearsal tardiness as provided in ARTICLE XXXI.B of this Collective Bargaining Agreement), and/or any other deduction required by law or provided for in this Collective Bargaining Agreement or an applicable Individual Artist Agreement.

## **ARTICLE IX – DISCRIMINATION AND HARASSMENT**

A. The Management is committed to maintaining a workplace free of all forms of discrimination and harassment. The Management, AGMA, and all Artists agree to promote mutual respect, a positive atmosphere, and harmonious working relationships in the workplace.

B. The Management will not discriminate against any Artist on the basis of race, religion, color, national origin, age, physical or mental disability, personal appearance, marital status, sex, gender, gender orientation, veteran status, or any other legally protected status under applicable law.

C. Sexual harassment is a form of unlawful discrimination, prohibited by federal and local laws and the Management's policies. Sexual harassment may involve, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when for example:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of engagement; or
2. Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, such as casting or future contracts; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work



performance or creating an intimidating, hostile or offensive working environment.

D. The Management shall advise all Artists, staff, and contractors of its discrimination and harassment policy and complaint and investigation procedures. The Management also shall provide information and training regarding prohibited discrimination and harassment.

E. AGMA agrees that all Artists are expected to comply with these policies and encourages Artists to report inappropriate, harassing, discriminatory, or retaliatory behavior to their immediate supervisor or another management official with whom they feel comfortable speaking.

F. Upon request, an Artist who files a complaint or who is accused may be accompanied by an AGMA representative during the complaint and investigation process.

#### **ARTICLE X – DIVERSITY, EQUITY, AND INCLUSION (DEI)**

A. The Management is committed to a diverse, equitable, inclusive, and accessible workplace and agrees to work with AGMA to positively impact workplace culture, advance equity, and create safe working spaces for Black, Indigenous, and People of Color (BIPOC), Asian American and Pacific Islanders (AAPI), and other Artists who have been traditionally excluded or marginalized in the opera industry.

B. At the outset of their engagement, the Management will provide Artists with a copy of its anti-discrimination, anti-harassment, and diversity, equity, and inclusion policies, including the process for reporting any violations of the policies.

C. If an Artist wishes to make a complaint under one of Management's policies, upon request of the Artist, the Management will afford the Artist the right to union representation throughout the reporting process.

D. The Management will collaborate with AGMA to explore and utilize best practices in the opera industry regarding topics such as effective training, recruitment, selection, casting, retention, mentorship, advancement, and accessibility for artists who may be traditionally excluded or marginalized in the opera industry.

E. The Management is committed to diversity and inclusion regarding gender neutral, gender non-conforming, non-binary, and gender variant artists. Each Artist may select their designated personal pronouns, and, upon request, the Management shall change all current and going-forward employee records, to the maximum extent feasible.

## **ARTICLE XI – SAFETY AND HEALTH**

A. The Management shall comply with all applicable federal and local ordinances, statutes, rules, and regulations regarding health and safety and take all necessary steps to provide a safe and healthy workplace for all Artists covered by this Agreement.

B. All Artists covered by this Agreement will abide by the Management's health and safety rules and policies.

C. The Management and AGMA agree that issues involving health and safety will be promptly addressed.

D. The Management agrees that if there are any new health and safety risks or developments that may impact the terms and conditions of the engagement of Artists, they will meet with AGMA, as soon as practicable, to discuss the particular risk or development and work collaboratively to develop appropriate responses.

## **ARTICLE XII – SECURITY DEPOSIT**

A. Upon the request of AGMA, at least one (1) week before the earlier of (i) the commencement of any rehearsal, engagement or series of engagements, or (ii) any Artist commences to travel in pursuance of any engagements, or series of engagements, the Management shall deposit with AGMA collateral security in a form reasonably acceptable to AGMA, in the amount of \$5,000.00, as a security deposit.

B. This security deposit shall represent a guarantee by the Management that it will faithfully fulfill its obligations under the terms of this Collective Bargaining Agreement or under the terms of any Individual Artist Agreement.

C. AGMA agrees to return or release, as applicable, such security deposit not later than two (2) weeks after notice by the Management to AGMA that any engagement or series of engagements has been completed or terminated, and that every Artist has been returned to the City of Origination, less an amount equivalent to any claims filed or any arbitration instituted as provided in this Collective Bargaining Agreement.

D. The Management agrees that AGMA shall have the right to use the collateral security representing the security deposit without any requirement of consent by the Management to fulfill any obligation of the Management for failure to pay such compensation due under any Individual

Artist Agreement, or in order to return Artists to the City of Origination where such transportation has not been furnished by the Management.

### **ARTICLE XIII – INDIVIDUAL ARTIST AGREEMENT**

A. Artists shall be employed on a single production basis as set forth in this Collective Bargaining Agreement.

B. All contracts and agreements made by the Management with Artists employed under this Collective Bargaining Agreement shall conform in every respect to all the provisions of this Collective Bargaining Agreement and shall be executed only on the most current AGMA Individual Artist Agreement form.

C. Fully executed Individual Artist Agreements shall be submitted electronically as individual PDF files by email to [contracts@musicalartists.org](mailto:contracts@musicalartists.org) at least six (6) weeks prior to the Artist's first performance or within five (5) days after the Artist's contract is executed, whichever is later. The terms of Individual Artist Agreements shall be kept confidential and made available only to appropriate AGMA representatives or for the conduct of AGMA business.

D. Individual Artist Agreements may contain such additions or modifications as may be agreeable to the Management, to AGMA and to the Artist concerned, but in no event shall terms of any Individual Artist Agreement be inconsistent with this Collective Bargaining Agreement or less favorable to such Artist.

E. No Artist shall take part in any performance or rehearsal without first signing an Individual Artist Agreement.

F. If an Artist who has signed an Individual Artist Agreement is subsequently assigned duties qualifying the Artist for a higher compensation category, the Artist will be signed to a new Individual Artist Agreement stipulating the new category and compensation not later than one (1) week following the assignment of the additional duties. The new rate of compensation will become effective as of the date the additional duties are assigned.

G. The Management may stipulate in the Individual Artist Agreement that the Artist must maintain a neat and clean appearance at all times.

H. The Management will send each Artist, including each Chorister, an Individual Artist Agreement no later than seven (7) weeks prior to the first (1st) rehearsal. With the Individual Artist Agreement, Management will

provide each Chorister a written rehearsal schedule, and shall agree to compensate the Chorister at no less than 100% of the rehearsal hours on the aforementioned schedule. Each Artist must respond by the response date specified in the Individual Artist Agreement, which response date shall not be less than fourteen (14) days from the date of the contract offer. In the event the Management still has positions available after all Individual Artist Agreements have been returned, a verbal call to an Artist which specifies the work to be performed, the dates and place of performance, the places of rehearsal and the rehearsal times and whether memorization is required, shall be deemed a binding contractual commitment by both parties. The Management agrees that as soon as possible after the verbal call, but in no event later than the first (1st) rehearsal or performance, whichever is sooner, said contractual commitment shall be reduced to writing on an Individual Artist Agreement, but the failure of the Management to do so shall not nullify the commitment which arises with the verbal call. After a written or verbal contract is offered, the Management agrees that the risk of performer's competence is assumed by the Management.

I. If requested by either AGMA or Management, after the end of each production or season, there shall be a meeting between AGMA and the Management to discuss the past production or season.

#### **ARTICLE XIV – WAIVERS**

The Management agrees that no waiver by any Artist of any provision of this Collective Bargaining Agreement or of any contract between any Artist and the Management shall be requested by the Management or be effective unless the written consent of AGMA to the making of such a request of such waiver is first had and obtained, and the Management further agrees that nothing in this Collective Bargaining Agreement shall be deemed to prevent any Artist from negotiating for or obtaining better terms than the minimum terms provided for herein.

#### **ARTICLE XV – ASSIGNMENT OF INDIVIDUAL ARTIST AGREEMENT**

The Management agrees that the Individual Artist Agreement between any Artist and the Management may not be assigned or transferred to any Individual or Corporation unless the written consent of AGMA, which shall not be withheld unreasonably, the Artist concerned, and the Management shall have been endorsed on the face of the contract or the transfer or assignment thereof. Any attempt to assign or transfer said Individual Artist Agreement without such written consent shall be deemed null and void.

#### **ARTICLE XVI – FEES AND COMMISSIONS**

No officer, director, employee or agent of the Management, and no person who occupies a relationship of independent contractor to the Management,

shall act as manager, agent, or personal representative of any member of AGMA or receive, directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from any member of AGMA. The Management shall be responsible for enforcing compliance with the preceding sentence. Within ten (10) days after notice is given by AGMA to the Management of any violation of this ARTICLE XVI, the Management shall correct such violation. If the Management shall fail to correct such violation within such time, the Management shall be deemed to have committed a material and substantial breach of this Collective Bargaining Agreement.

#### **ARTICLE XVII – REQUIRED CONTRIBUTIONS PROHIBITED**

The Management agrees that no Artist will be solicited or required to make any payments or contributions of any kind or nature whatsoever, or to have such payments or contributions made by any other person, firm or corporation to or for the benefit of the Management or anyone else, in order to acquire or continue employment by the Management, or as a condition of acquiring or continuing such employment or any preferment in such employment, and the Management agrees that it will not accept or receive any such payments or contributions.

#### **ARTICLE XVIII – PAYMENT OF COMPENSATION**

A. Productions with one performance – all rehearsal and performance compensation prior to the first performance. Productions with two performances – all rehearsal and performance compensation prior to the second performance. Beyond two performances, Artists will be paid prior to the final performance provided that the final performance is not more than seven days after the first performance. If the final performance is more than seven days after the first performance, the Artists will be paid at the first performance and thereafter on a weekly basis. A week shall consist of the seven consecutive days starting with the first performance.

B. All overtime payments, penalty payments, or any other repayments which arise separate and apart from single production minimum compensation shall be paid by the Management to the Artist no later than one (1) week following the week the liability arises.

C. All payments required to be made by the Management to the Artists shall be in United States dollars and shall be payable in cash, by Management's company check or, if mutually agreeable to the Artist and Management, by ACH transfer on the 1<sup>st</sup> business day following the date when the payments are due.

## **ARTICLE XIX – ARTIST’S CLOTHING**

A. The Management agrees to reimburse the Artist for loss and/or damage to the personal clothing worn by the Artist in the theater where such property is wholly or partly in the possession or control or under the supervision of the Management, or under that of any of its representatives, or while said property is in the theater, building, or any other place in which the production covered by the applicable Individual Artist Agreement has been given or is being given, or is to be given. The Management will assure that proper security is available outside the dressing room doors during concerts.

B. Whenever the Management shall require Artists to wear particular and specific types of uniform or non-uniform costumes, shoes and/or clothing, the Management agrees to furnish such costumes, shoes and/or clothing without charge to the Artists. If such costumes, shoes and/or clothing provided by the Management require alterations, such alterations will be done at the expense of the Management. It is understood and agreed that all Artists will provide their own standard concert attire including but not limited to, as applicable, tuxedos, tails, white jackets, plain black or white blouses, ankle length black skirts, and other such customary concert attire; specific attire required will be made known at the time of execution of the applicable Individual Artist Agreement.

C. Washington Concert Opera will provide Choristers with a \$25.00 performance attire fee per production.

## **ARTICLE XX – ADVERTISING OF ARTIST’S NAME**

A. The Management agrees that it will not, in any shape or form or manner, advertise or announce the name or identity of an Artist in connection with any production of the Management, nor will it employ or use any individual photograph, picture or likeness of such Artist in connection with any production unless prior thereto the Management and the Artist shall have entered into an Individual Artist Agreement pursuant to the terms of this Collective Bargaining Agreement or shall have received written permission from such Artist permitting the use of their photograph, picture or likeness for the purposes stated above.

B. The Management shall not be responsible for the public appearances of an Artist's name, likeness, photograph, or picture in connection with any performance if it shall be proved that the name or likeness of the AGMA member was placed before the public by the AGMA member, their personal representative or manager, or without the knowledge or consent of the Management, by the local manager in the city where the performance shall be scheduled to take place.

## **ARTICLE XXI – PROMOTIONAL RECORDING**

A. AGMA authorizes the Management to make audio and video recordings which are marked and restricted for archival, study, grant purposes, and distribution to high level donors only under the following conditions: (1) All Artists will be given at least forty-eight (48) hours advance notice prior to any recording or capture of the work that it may be distributed to high level donors; (2) the recording will be password protected, non- downloadable, and non-shareable; (3) the recording will be available to the high level donors for a maximum of thirty (30) days; (4) all Artists and AGMA will be individually credited in the recording; (5) each participating Artist will be notified when the stream is made available and given access for their own viewing; (6) if any Artist involved in the production (e.g., orchestra musicians) are compensated for these streaming rights, all Artists covered by this Agreement will be compensated at the same rate; and (7) only one (1) archival recording may be streamed at any time.

Should there be any release, distribution, sale or any other usage (other than that described in the preceding sentence or elsewhere in this ARTICLE XXI) made of such recordings, the Management agrees to compensate all Artists the appropriate prevailing AGMA audio/video compensation, and to meet and confer with AGMA regarding other terms of the release, distribution, sale or other usage.

B. AGMA authorizes the Management to produce for its own distribution and/or allow radio and video news or magazine programs to air a maximum of five (5) minutes of video or audio tape of an Artist for publicity purposes without charge for such content. If an Artist is invited to appear as a guest artist on a “talk show” or the like, the Artist may utilize an insert (5 minutes) where they are predominant for promotional and publicity purposes.

C. AGMA authorizes the Management to produce or allow to be produced one (1) live local or two (2) delayed local radio broadcasts of an Artist, provided that the Artist has been informed of the recording in a timely fashion, and provided that no one else normally involved in the performance receives extra remuneration other than out-of-pocket expenses.

D. AGMA authorizes the Management to produce or allow to be produced documentaries of an Artist provided that the Artist has been informed of the filming and release of the documentary in a timely fashion, provided that the Artist has given permission, and provided that no one else normally involved in the performance receives extra remuneration.

E. AGMA authorizes the Management to produce or allow to be produced Public Service Announcements (PSAs) of an Artist, provided that the Artist has been informed of the preparation and release of the PSA in a timely

fashion, provided that the Artist has given permission, and provided that no one else normally involved in the performance receives extra remuneration.

F. Except for items authorized above by AGMA without additional compensation, the Management agrees that it will not film, tape, make video and/or audio cassettes, broadcast, record or televise from the stage or any studio or otherwise, any rehearsals and/or performances in which the Artist appears, by wire, wireless, radio, telephone, wireless process, television, motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed, or any combination of such devices; for items other than those listed above, AGMA agrees that it nonetheless will consider a request from the Management for authorization and for a waiver of compensation, but the granting of such a waiver shall be at the absolute discretion of AGMA and upon such terms and conditions as are determined by AGMA.

G. The Management agrees to include the following statement in the program prepared by the Management for the performance:

“The use of cameras and/or any kind of recording equipment is strictly forbidden.”

## **ARTICLE XXII – LIABILITY INSURANCE**

The Management must carry at its expense adequate Liability Insurance, (no less than \$500,000 per occurrence) covering all the Artists, wherever they may perform services for the Management, for disability, lost earnings, injury or death from injury arising out of and in the course of their provision of services to the Management.

## **ARTICLE XXIII – GRIEVANCE AND ARBITRATION**

A. Any and all disputes, controversies, claims, grievances or allegations of contractual violations arising under this Collective Bargaining Agreement and every contract or agreement between the Management and every AGMA-represented Artist, and/or with regard to the interpretation and enforcement thereof, (hereinafter ‘grievances’) and all questions of arbitrability, shall be exclusively resolved pursuant to the following Grievance and Arbitration provision, which shall also be deemed to be incorporated by reference into every contract or agreement between the Management and every AGMA-represented Artist.

B. Any such grievance shall be communicated by AGMA to the Management or by the Management to AGMA within thirty (30) days of its occurrence or the discovery of its occurrence (whichever is later). Such communication shall be in writing and directed to the Management’s Executive



Director or AGMA's Executive Director, or their designees. Thereafter, the Management's Executive Director or their designees and AGMA's Mid-Atlantic Counsel or Business Representative shall discuss the grievance informally in an attempt to resolve it to their mutual satisfaction.

C. If, within thirty (30) days following the communication of the grievance, such informal discussions have not resulted in a settlement of the grievance, then by the thirty-seventh (37th) day following the communication of the grievance, the Management's Executive Director and AGMA's Mid-Atlantic Counsel or Business Representative shall meet, along with another representative of the Management and another representative of AGMA, to discuss the grievance in a formal grievance meeting, in an attempt to resolve that grievance. If that meeting fails to occur by the 37th day or if no resolution of the grievance can be reached at that meeting, then either party can refer the grievance to final and binding arbitration. For purposes of this provision, days shall mean calendar days.

D. Any such arbitration shall be conducted in accordance with the then-current Rules of Voluntary Labor Arbitration of the American Arbitration Association ("AAA") and any arbitration shall be held in Washington, DC. The Arbitrator's Decision and Award shall be final and binding. The Arbitrator's fees and any AAA fees shall be borne equally by the Management and AGMA. The Arbitrator shall not be empowered to change any provision of the Collective Bargaining Agreement or any provision of any contract or agreement between the Management and an AGMA-represented Artist but shall determine whether or not a violation or breach of such agreement(s) has occurred and, if so, what if any remedy shall be ordered.

#### **ARTICLE XXIV – ADMITTANCE OF AGMA REPRESENTATIVE ON PREMISES**

Any officer or other duly authorized representative of AGMA shall be admitted to any place where an Artist is working pursuant to an Individual Artist Agreement with the Management, and the Management agrees to cooperate with such representative in dealing with all matters pertaining to the official business of AGMA.

#### **ARTICLE XXV – REPORTING TIME - REHEARSAL, PERFORMANCE**

Artists must report for rehearsals at the announced time of commencement of rehearsal. Artists will report for performance not more than fifteen (15) minutes prior to the scheduled curtain time. Such time may not be used for rehearsal but may be used for warm-up or notes. If an Artist arrives late for a performance, he may be forbidden from singing and in that event will not be paid for the performance.

## **ARTICLE XXVI – TRANSPORTATION/PER DIEM AND HOTEL ACCOMMODATIONS**

A. Management will provide round-trip transportation and suitable hotel accommodations for the duration of employment for all Principal Artists residing beyond the 55-mile radius of Washington, DC.

B. Beginning in 2023-2024 season, each Principal Artist residing beyond the 55-mile radius of Washington, DC shall also receive daily meal money at a rate equal to the Meal & Incidental Expenses rate published by General Services Administration for the period of the Principal Artist's engagement plus two (2) days, which may be included in the Principal Artist's overscale.

C. In the event that an Artist is required to leave the City of Origination or travel exceeding a radius of fifty (50) miles from the Washington Monument, Washington, D.C., or if rehearsal, travel and performance in any day exceeds a span of eight (8) hours, the Management and AGMA will negotiate terms and conditions with respect to meal money and/or per diem.

## **ARTICLE XXVII – PERSONAL TICKETS**

Each Chorister shall receive, free of charge, two tickets, or passes, as applicable, to the final orchestra rehearsal of each opera for which they are contracted, unless such final orchestra rehearsal is designated by the Management to be a closed rehearsal in which case tickets will be made available to the Sitzprobe.

## **ARTICLE XXVIII – COMPENSATION**

A. The per performance compensation for Artists, whose services are contracted for by the Management pursuant to this Collective Bargaining Agreement, shall not be less than set forth below:

	As of 9/1/22	As of 9/1/23
Leading	\$ 1,835.98	\$ 1,872.70
Featured	\$ 1,835.98	\$ 1,872.70
Supporting	\$ 1,468.80	\$ 1,498.18
Solo Bit	\$ 641.50	\$ 654.33
Chorus Bit	\$ 73.83	\$ 75.31

	As of 9/1/22	As of 9/1/23
Principal Rehearsal Rate (Hourly)	\$ 52.00	\$ 53.04

**\*\*Chorus Rehearsal**

G1	\$ 34.59	\$ 35.51
G2	\$ 46.21	\$ 47.13

**\*\*Chorus Performance-Lisner**

G1	\$ 226.83	\$ 232.43
G2	\$ 280.42	\$ 286.02

**\*\*Chorus Performance-Kennedy Center Concert Hall**

G1	\$ 259.16	\$ 265.55
G2	\$ 319.74	\$ 326.13

All Artists shall be provided a fee of up to twenty-five dollars (\$25.00) per production at Lisner Auditorium to cover the cost of parking or other transportation costs upon submission of receipts or other documentation, including submission of the optional standard mileage rate published by the Internal Revenue Service.

In addition, Artists will be provided with parking passes or be reimbursed for all Kennedy Center (KC) parking charges incurred while rehearsing or performing at the KC.

**\*\* --** These rates shall remain in full force and effect for the duration of this Collective Bargaining Agreement, provided, however, that in the event that any government agency with appropriate jurisdiction issues a final order requiring the Management to alter its method of payment with resultant increases in the cost of retaining the services of the Artists covered by this Collective Bargaining Agreement, then the Management may reopen negotiations with regard to these rates.

Any member of the chorus asked to sing apart from the entire chorus shall be compensated per the solo rates as set forth in this Collective

Bargaining Agreement, ARTICLE XXVIII.A above. The definition of roles or bits shall be as provided for in the then current "AGMA Schedule C." Any role or part not defined in such "AGMA Schedule C" shall be negotiated by the Management and AGMA prior to the offering of a contract. However, in any performance in which a member of the chorus sings up to six bars apart from the entire chorus (more than six bars shall either be a Solo Bit or a role), such Chorister shall be paid no less than the additional applicable Chorus Bit rate per performance as stated above in this ARTICLE XXVIII.A above. Any Artist who performs in a dual or multiple capacity shall be compensated per each assignment as set forth in this Collective Bargaining Agreement.

A Chorister who is performing in a professional opera performance for the first time under an AGMA contract shall be deemed a "Group I" (G1) Chorister. A "Group II" (G2) Chorister is any Chorister who has appeared in any prior production of the Management, or elsewhere under an AGMA contract.

B. The compensation for staging staff, whose services are contracted for by the Management pursuant to this Collective Bargaining Agreement, shall not be less than set forth below:

	As of 9/1/22	As of 9/1/23
Stage Manager*	\$ 2,167.00	\$ 2,210.34
Stage Manager**	\$ 1,268.26	\$ 1,293.68
Assistant Stage Manager*	\$ 1,955.58	\$ 1,994.69
Assistant Stage Manager**	\$ 1,087.05	\$ 1,108.79
Hourly Rate	\$ 45.82	\$ 46.74
Stage Director	See below	See below

\* Per Production with Chorus, up to a maximum of 50 hours per production.

\*\* Per Production without Chorus, up to a maximum of 30 hours per production.

Additional hours beyond the above-indicated maximums, upon submission to the Management, will be compensated at the hourly rate.

Compensation for Stage Director to be agreed upon by the Management and AGMA on a per production basis as per the artistic requirements. If a production includes performance elements such as stage directions, scenic elements, or choreography, which are not ordinarily found within a concert performance, the Management will notify the staging staff of such requirement at the time of contract offer or as soon as it is practicable.

C. The Management's season runs from September through August.

D. At least 85% of the chorus positions available per opera and on a seasonal cumulative basis shall be offered to Choristers who have performed for Management under an AGMA contract during prior seasons and are deemed to be "Group II" Choristers. The 85% applies to those who have auditioned (as defined in ARTICLE XXXII of this Collective Bargaining Agreement), and have been offered employment. If there are insufficient numbers of Choristers to satisfy this condition, AGMA shall be advised in writing and the Management may then offer employment to less than 85%. The Management warrants and covenants that it will not, under any circumstance, ever refuse to hire Choristers from the Group II level for economic reasons. This paragraph does not limit the Management's artistic prerogative.

E. These rates apply only to performances at Lisner Auditorium and the Kennedy Center Concert Hall. Subject to the provisions of ARTICLE IV of this Collective Bargaining Agreement, public performances at any other venue will be negotiated as required.

## **ARTICLE XXIX – REHEARSALS**

A. No rehearsal call shall be deemed to be of less than three (3) hours duration irrespective of the actual amount of time spent in rehearsal.

B. Rehearsals in excess of three (3) hours minimum call shall be compensated for in one-half (1/2) hour segments, except in the case of orchestra rehearsals, where such compensation shall be in one-quarter (1/4) hour segments.

C. The Management may not schedule any rehearsals during the following periods:

1. Prior to 10.00 a.m. in the morning;  
or
2. On a two (2) performance day; or
3. Two (2) hours or less prior to a  
performance; or
4. During the twelve (12) hour interval between the end of  
a rehearsal and/or a performance and the next day's call for  
a rehearsal.

D. In the event of rehearsal changes, a final written schedule of rehearsals shall be provided to each Artist being engaged seven days prior to the first rehearsal.

E. In the event of circumstances beyond the control of the Management, which affect the carrying out of a previously scheduled rehearsal, the rehearsal schedule may be changed provided:

1. The Artist is personally notified not later than 12 noon on the day of the change, with a minimum notice of four (4) hours;
2. That any such change in time, day, or place does not conflict with any bona fide engagement contracted for by Artist prior to the giving of such notice;
3. It is understood that the Management will make every effort to excuse an Artist who finds that the change of schedule will interfere with bona fide prior engagements; and
4. Subsection C is complied with.

F. If the Management schedules a rehearsal in a restricted time (as provided in ARTICLE XXIX.C above), overtime rates (as provided in ARTICLE XXXI.A below) shall be paid. However, no Artist may be required to attend a rehearsal scheduled during such a restricted period.

G. All weekday rehearsals prior to 7:00 PM shall be compensated at the overtime rate for Choristers.

H. When rehearsal overtime is scheduled, Artist shall exercise their best efforts to be available for such overtime; the Management shall attempt to give as much notice as possible for the scheduling of overtime.

I. Rest periods.

1. The minimum amount of total rest time for each Artist within a rehearsal shall be ten (10) minutes multiplied by the number of rehearsal hours: i.e., ten (10) minutes for one (1) hour, twenty (20) minutes for two (2) hours, thirty (30) minutes for three (3) hours, etc.
2. No rest period shall be of less than ten (10) minutes in duration, and Artists shall not be required to rehearse continuously for more than ninety (90) minutes without a rest period. However, in rehearsals involving Choristers, and except as provided in subsection (4) below, Choristers may rehearse up to fifty (50) minutes, after which there shall be a rest period of no less than ten (10) minutes in duration.

3. Rest periods need not be at the same time for all Artists.

4. During no more than two (2) rehearsals that occur on stage with orchestra, rest periods shall be coordinated with other rehearsal needs, but in no case shall Artists be required to rehearse more than ninety (90) consecutive minutes, after which a rest period of at least twenty (20) minutes duration must be called.

5. Any Artist who has given birth to a child within one year prior to their engagement shall be entitled to receive one rest period of at least twenty (20) minutes within each rehearsal (which may run concurrently with any other rest period) to be used by the Artist to express breast milk.

6. In the case of rehearsal overtime, the rest periods provided for in the foregoing provisions of this ARTICLE XXIX.I shall be prorated in relation to the duration of such rehearsal overtime.

J. Warm-up calls may not exceed ten (10) minutes, may be scheduled during a performance call, and may include performance notes relating to the opera being performed.

K. No Artist may be called for rehearsal on any day that they are required to give two (2) performances.

L. Artists are prohibited from rehearsing or doing any work for the Management during performance intermissions.

M. The Management agrees to furnish adequate seating and lighting for all rehearsals and performances. Artists may be required to stand when stage movements or actions are rehearsed, it being the intent of this provision that Artists be allowed to sit during purely musical rehearsals. The Artists may be asked to stand as they would in performance when the conductor wishes to judge balance either within the group itself or with orchestra. Notwithstanding the foregoing, Artists may be required to stand while performing during an orchestra rehearsal, and to stand and sit on cue from the conductor in the final orchestra rehearsal.

N. The Management will make every effort in good faith to require lessors of spaces used for performances or rehearsals to provide clean rest rooms and will guarantee the availability of secure dressing areas with adequate seating for all performances. In addition, the Management agrees

provide information on locations of the rest rooms that are available to the Artists within each venue.

O. In the event that memorization of the program or any part of the program is required, such memorization will take place within the scheduled rehearsal time.

P. Choristers shall be paid full performance compensation for Dress Rehearsals. The term "Dress Rehearsal(s)" shall mean a rehearsal for which performance dress is required. Choristers agree to remain present after a Dress Rehearsal call in order to go over notes, curtain calls and last-minute changes. The first fifteen (15) minutes after such a call shall not require the payment of any additional compensation; additional time thereafter shall be compensated at the applicable overtime rate.

Q. In order to make the most efficient use of choral rehearsal time, Management agrees to use best efforts to provide legible scores in good physical condition to ensure the following: (1) the text to be performed is printed clearly and in accurate interlinear alignment with the appropriate music in each chorus vocal part; (2) all music and dialogue of solo Artists throughout all chorus musical passages, on stage and off stage, is included as needed; (3) adequate musical lead-ins and/or dialogue cues before Choristers' musical/dialogue entrances are included as needed; (4) piano reductions of all musical passages are included as needed.

R. Management will use best efforts to provide chorus scores with clear divisis, and part assignments will be distributed additionally to each Chorister at the first rehearsal, with the understanding that changes might be made throughout the rehearsal process to correct balance or other musical considerations.

### **ARTICLE XXX – HOLIDAY REHEARSAL/PERFORMANCE RESTRICTIONS**

A. There shall be no rehearsals or performances on the Eve of Rosh Hashanah, Rosh Hashanah Day, Yom Kippur Eve, Yom Kippur Day, Thanksgiving Day, Christmas Eve, Christmas Day, Easter Eve or Easter Day.

### **ARTICLE XXXI – ADJUSTMENTS TO COMPENSATION**

A. Rehearsal Overtime. Rehearsal overtime shall be paid at one and one-half (1.5) times regular rehearsal hourly rates for all Artists. Rehearsal overtime is defined as rehearsal in excess of six (6) hours per day, and/or thirty (30) hours per week, or after 11:30 p.m.; provided, however, that any rehearsal overtime hour shall be compensated only once.



B. Rehearsal Tardiness. The tardiness of any Artist to any scheduled rehearsal shall be calculated in increments of one-quarter (.25) hour from the scheduled starting time of any such rehearsal, and the compensation of any affected Artist shall be reduced accordingly, based on the application of such one-quarter (.25) hour increments to the regular rehearsal hourly rate of the affected Artist(s).

C. Performance overtime.

1. Each Artist shall be paid their respective regular rehearsal hourly rate in quarter (.25) hour increments for each quarter (.25) hour, or fraction thereof, by which a performance exceeds three and one-half (3.5) hours, inclusive of the fifteen (15) minute performance call.

2. Any early performance call for warm-up shall be compensated in one-quarter (.25) hour segments, at the affected Artist's regular rehearsal hourly rate, from the time of such early performance call to the time which is one-quarter (.25) hour before the scheduled curtain time of the applicable performance.

## **ARTICLE XXXII – AUDITIONS**

A. The Management shall provide AGMA with written notice of auditions thirty (30) days prior to the commencement of the auditions.

B. At least once every two years during the term of this Agreement, the Management will, in coordination with the schedule of the Artistic Director, hold auditions where any artist shall have the opportunity to sign up, including those who have never performed with Washington Concert Opera. Notices for such auditions shall be made available on the Management's website and social media.

C. In addition, the Management shall make best efforts to re-audition members of AGMA who have not auditioned for or performed with Washington Concert Opera within three years upon the request of the artists.

D. In addition to the foregoing, for purposes of this Collective Bargaining Agreement, the term "audition" may include: (a) an individual audition of an Artist arranged with and conducted by the Management acting through its Artistic Director or through such Artistic Director's designated Chorus Master and (b) the presence of the Management's Artistic Director at a public performance during which an Artist performs a Solo Bit (or comparable), or more extensive, vocal part.

### **ARTICLE XXXIII – PROGRAM CREDIT**

Management agrees to the inclusion of the following program credit:



The American Guild of Musical Artists (AFL-CIO) is the labor organization that represents professional singers, dancers and production personnel in opera, ballet and concert for the purposes of collective bargaining.

### **ARTICLE XXXIV – TERM OF AGREEMENT**

The term of this Agreement shall commence on September 1, 2022 and shall terminate on August 31, 2024 provided that all contracts with Artists which expire after that date shall be deemed subject to such new Collective Bargaining Agreement as may be entered into between AGMA and the Management for the next or succeeding seasons.

### **ARTICLE XXXV – SIGNATURE AUTHORITY**

The Management hereby warrants and represents that Melissa Rhea and Meg Sippey have the requisite authority as agents and representatives of the Management to sign this Collective Bargaining Agreement on behalf of, and to bind, the Management.

AGMA hereby warrants and represents that Sam Wheeler has the requisite authority as an agent and representative of AGMA to sign this Collective Bargaining Agreement on behalf of, and to bind, AGMA.

### **ARTICLE XXXVI – SEPARABILITY**

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

### **ARTICLE XXXVII – NO WAIVER**

The failure of either AGMA or the Management to insist upon the strict performance of any of the provisions of this Collective Bargaining Agreement

shall not be deemed to be a waiver of any rights or remedies that either AGMA or the Management, as applicable, may have, and shall not be deemed a waiver of any subsequent breach or default on the part of either contracting party.

### **ARTICLE XXXVIII – GOVERNING LAW**

It is the intention of the parties that the validity, construction, performance and application of this Collective Bargaining Agreement shall be governed exclusively by the laws of the District of Columbia where not preempted by federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement as of the date first above set forth.

WASHINGTON CONCERT OPERA

AMERICAN GUILD OF MUSICAL  
ARTISTS

By: \_\_\_\_\_  
Melissa Rhea  
President

By: \_\_\_\_\_  
Sam Wheeler  
Executive Director

By: \_\_\_\_\_  
Meg Sippey  
Executive Director

By: \_\_\_\_\_  
Allison Beck  
Mid-Atlantic Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature:**

**Email:**

**Signature:**

**Email:**

**Signature:**

**Email:**

**Signature:**

**Email:**