

**AGREEMENT**

**between**

**AMERICAN GUILD OF MUSICAL ARTISTS**

**And**

**GRANT PARK ORCHESTRAL ASSOCIATION**

**May 16, 2023 to May 15, 2026**

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## **AGREEMENT**

THIS AGREEMENT made and entered into as of this 16th day of May, 2023, by and between the GRANT PARK ORCHESTRAL ASSOCIATION, an Illinois not-for-profit organization (the "GPOA" or "Employer"), and the AMERICAN GUILD OF MUSICAL ARTISTS ("AGMA").

### **ARTICLE 1. RECOGNITION**

1.1. The Employer agrees to recognize AGMA as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours and terms and conditions of employment for the following persons:

A. All choristers and soloists who are GPOA employees and comprise the Grant Park Chorus ("Chorus") or any chorus which may serve as a resident chorus for the "Grant Park Music Festival", (formerly "Grant Park Concerts") of the GPOA or represent "Grant Park Music Festival" in other venues when services are contracted or subcontracted through or under the auspices of the Grant Park Music Festival;

B. Other soloists who are GPOA employees and performing with the Grant Park Chorus or the Grant Park Orchestra; and

C. Dancers who are GPOA employees and performing with the Grant Park Chorus or the Grant Park Orchestra.

1.2. The GPOA employees for whom AGMA is so recognized shall hereafter be referred to as "Artist" or "Artists". No Artist in the above categories shall perform with the Grant Park Orchestra except as provided in this Agreement. Except as otherwise specified herein with respect to the AGMA representative or their designee(s), no such Artist shall participate in the engagement or re-engagement process of other Artists except in a ministerial, non-discretionary, role.

1.3. No Artist in the categories referred to above may rehearse or perform without first signing an AGMA Individual Artist Agreement. A copy of each signed Individual Artist Agreement shall be sent by the Employer to AGMA within seven (7) days of signing.

### **ARTICLE 2. IDENTIFICATION**

2.1. The Employer agrees that it will employ and rehearse a chorus of singers during its concert season, which shall be known as the Grant Park Chorus.

2.2. No other chorus may appear with the Grant Park Orchestra without prior written permission of the Grant Park Chorus Committee ("Chorus Committee"). The Chorus Committee shall not unreasonably withhold its permission if such chorus is fundamentally, stylistically and artistically different, by its nature, from the Grant Park Chorus. Such authorization shall not be unreasonably or arbitrarily denied to permit an additional chorus to augment and perform with the Grant Park Chorus during one pair of concerts during the normal season of the Grant Park Orchestra, provided, however, the utilization of such additional chorus shall not result in safety problems, including the problems related to adequate space on stage. Further, such authorization shall not be unreasonably or arbitrarily denied to permit a chorus, other than the Grant Park Chorus, to perform with the Grant Park Orchestra on one occasion other than during the normal season of the Grant Park Orchestra.

### **ARTICLE 3. UNION SECURITY**

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

3.2. Dues Withholding. Upon receipt of a valid written authorization from an Artist, the Employer shall withhold from the compensation of the Artist all initiation fees, assessments, fines, and dues payable to AGMA. The Employer shall transmit the withheld amounts to AGMA no later than the fifteenth day of the month following the month in which the amounts are withheld. A copy of the dues records and transmittal will be provided to the AGMA delegate upon request.

3.3. Indemnification. AGMA shall indemnify and save harmless the Employer and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise), and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Employer, its officers, agents, and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made, AGMA shall refund any such amount directly to the involved Artist.

### **ARTICLE 4. MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the management of the Employer and the direction of its activities and those of its employees, including the right to establish and enforce reasonable work rules and regulations and to maintain efficiency and discipline among the Artists, is vested exclusively in the Employer. All management functions not expressly limited by this Agreement are reserved to and vested in the Employer.

## **ARTICLE 5. MINIMUM NUMBER OF PERFORMANCES**

5.1. The full Chorus shall perform a minimum of twelve (12) performances during each season of this Agreement. These shall be comprised of not less than six (6) different programs during each season of this Agreement, at least three (3) of which are works other than operas in all seasons. No more than one program consisting of no more than two performances may be designated as an A Cappella program. One of these six (6) programs may consist of one (1) performance and one (1) radio broadcast or recording service, which radio broadcast or recording service shall be paid at no less than the minimum per performance compensation. Employer shall be allowed to use a split chorus by voice part (Soprano-Alto/Tenor-Bass) amongst two separate productions with equal numbers of services and have these productions count towards one of the six program minimum.

5.2. For each two (2) week extension of the normal season of the Grant Park Orchestra beyond the present normal season of ten (10) weeks, the Chorus shall perform a minimum of two (2) additional performances. Each such two (2) additional performances shall be comprised of not less than one (1) different program.

## **ARTICLE 6. THE GRANT PARK CHORUS**

6.1. The Chorus shall include Artists in the category of Regular Choristers and Artists in the category of Supplementary Choristers.

6.2. It is agreed that a minimum of sixty-two (62) Artists who are Choristers be contracted for each performance using a full Chorus except for an a cappella performance wherein it is agreed that the minimum number of Artists that are Choristers to be contracted is sixty (60) however the employer shall offer said performances to sixty-two (62) Choristers. If a Chorus of less than the aforementioned is used for any particular performance, all Choristers in that performance must be Artists covered by the terms of the Agreement, and that performance may not be counted toward the season minimum as described in Article 5, except in the case of an equally split chorus as outlined in Article 5.1. Furthermore, when these additional performance opportunities arise, such offers will be made on a fair and equitable basis to all Regular Choristers, and then Supplementary Choristers, thus assuring proper distribution of said opportunities.

6.3. The ratio of volunteer singers to professional Choristers (Artists who are Choristers covered by the terms of this Agreement) shall be no greater than one (1) volunteer to one (1) professional Chorister. No volunteer may receive any remuneration whatsoever for their services.

6.4. All Regular Choristers and Supplementary Choristers will advance to the next seniority level after having participated in four (4) different programs. The program participation of the Chorister for purposes of seniority advancement shall cumulate from season to season. The Chorister shall advance in seniority at the beginning of the season following the season during which the Chorister has cumulated the requisite number of programs. No Artist may advance more than one level of seniority per season and an Artist's seniority should not be greater than the number of seasons that the Artist is employed.

6.5. In order that the Chorus be vocally well balanced and that excessive strain not be placed on certain Choristers, each vocal section (soprano, alto, tenor, bass) shall contain no less than 20 percent of the total minimum number of professional Choristers for that concert.

## **ARTICLE 7. ENGAGING PROFESSIONAL CHORISTERS**

7.1. During each season of this Agreement, the Employer shall offer engagement to sixty-two (62) Artists as Regular Choristers for all programs and performances (and their related rehearsals) utilizing a minimum of sixty-two (62) Choristers.

7.2. A Regular Chorister's first two (2) years of engagement as a Regular Chorister (or the first year of engagement as a Regular Chorister for a Supplementary Chorister who has been engaged for at least six (6) programs in the two (2) seasons immediately preceding their initial engagement as a Regular Chorister) shall be probationary. At the conclusion of each probationary season, the Regular Chorister shall have an evaluation meeting with the Chorus Director, and the AGMA delegate (or their designee) if requested by the Chorister, and may be required to audition as a prerequisite for re-engagement for the following season. Upon re-engagement as a Regular Chorister for a third season (a second season for Supplementary Choristers as described above), the Regular Chorister will be tenured and may not be required to re-audition except as provided in Section 8.1.

7.3. All Artists who are tenured Regular Choristers shall be offered engagement as Regular Choristers, except as otherwise provided in Section 8.4, prior to such offer being made to any Artist who is not a Regular Chorister.

7.4. An Artist once tenured as a Regular Chorister remains a Regular Chorister until they lose their status as a Regular Chorister as provided in Section 7.6, resigns, or are released from employment in accordance with Article 8.

7.5. After the conclusion of Chorus auditions, which shall not commence earlier than February 1, offers of engagement, including an Individual Artist Agreement and accompanied by a final schedule of performances and a schedule of rehearsals as otherwise required by Section 0, shall be sent to all Artists being offered engagement as Regular Choristers with a message providing that the executed Individual Artist Agreement be returned by a date certain which is no earlier than 30 days from the date the Individual Artist Agreement is sent by the Employer. The Employer shall simultaneously provide notice to all Regular Choristers, as to the date the Individual Artist Agreements were sent, the due date for the return, and instruction as to the procedure if the regular Chorister does not receive the sent Individual Artist Agreement. Individual Artist Agreements may be sent electronically and signed digitally, unless the Regular Chorister opts to receive a paper Individual Artist Agreement sent by mail. The AGMA delegate shall be simultaneously notified of the identity of all Artists offered engagement as Regular Choristers. All Artists offered engagement as Regular Choristers must respond to such offer no later than the designated date described herein. Choristers will be given a seven-day grace period for returning Individual Artist Agreements. If the fully executed Individual Artist Agreement is not returned by the deadline described herein with the seven-day grace period, the position will be considered open.

7.6. All Artists offered engagement as Regular Choristers must accept engagements in at least eight (8) performances comprised of at least four (4) different programs to become or remain a Regular Chorister for that season. Artists offered engagement as Regular Choristers who do not so accept engagement as set forth above shall be Supplementary Choristers for that season. A Regular Chorister who is in the Supplementary Chorus for more than one (1) season during any three (3) year period shall lose their status as a Regular Chorister. A Regular Chorister shall lose their status as a Regular Chorister if their season as a Supplementary Chorister is preceded or succeeded by a season during which they are on a leave of absence other than a leave of absence as provided in Section 12.2.

7.7. After the date for receipt of responses from Artists offered engagement as Regular Choristers, offers of engagement, including an Individual Artist Agreement and accompanied by a final schedule of performances and a schedule of rehearsals as otherwise required by Section 0, shall be made to all Artists being offered engagement as Supplementary Choristers. All Artists offered engagement as Supplementary Choristers must respond to such offer no later than two (2) weeks after receiving such offer. Individual Artist Agreements may be sent electronically and signed digitally, unless the Supplementary Chorister opts to receive a paper Individual Artist Agreement sent by mail.

7.8. Each Chorister shall be employed pursuant to an individual employment agreement, the Individual Artist Agreement, between the Artist and the Employer which agreement shall be consistent with the terms of this Agreement. Said individual employment agreement shall include the vocal category, using a divisor of four, for which the Chorister is employed.

7.9. The Employer shall provide AGMA with a roster including contact information of all Regular and Supplemental Choristers no later than May 1 of each season. In addition, Employer agrees to make available to AGMA a roster for each program no later than the first rehearsal of any program.

## **ARTICLE 8. AUDITIONING PROFESSIONAL CHORISTERS**

8.1. Each incumbent Chorister shall be offered an opportunity to audition for the Chorus. The Employer may require an audition as a condition for employment provided, however, that tenured Regular Choristers will be required to audition, except as provided in Sections 8.3, 8.4D, 8.5D or 8.6F, only once every two (2) years. In the event a tenured Regular Chorister cannot audition due to illness during the audition period designated pursuant to Section 8.2.A below, said Chorister shall be conditionally re-engaged pending completion of the required audition at the beginning of their Individual Artist Agreement, at which time the provisions of Section 8.3 below shall apply. In the event a Supplemental Chorister of seniority level two or above is unable to audition due to illness, at the Employer's discretion the Supplemental Chorister may be conditionally re-engaged pending completion of the required audition at the beginning of their Individual Artist Agreement. A tenured Regular Chorister shall not be required to sight read at their audition unless the Chorus Director, at the conclusion of the season prior to the audition, notifies the Chorister of a request to sight-read and provides the Chorister with the reasons for such request.



8.2. Notice of Auditions.

A. The Employer agrees to notify via electronic mail all incumbent Choristers of the auditions a minimum of one month in advance of the audition dates. Incumbent Choristers may opt to receive a paper notice instead. Said notice shall include copies of excerpts to be performed at auditions, including tempo markings and expected accompaniment. An audition reminder shall be sent to all incumbent Choristers via electronic mail between January 2nd and January 15th in each year.

B. The Employer will post notices of auditions and hiring opportunities in a broad range of outlets, designed to increase the number of traditionally underrepresented Artists. AGMA will assist in identifying appropriate potential outlets for posting.

8.3. Except as provided in Section 8.4 below, all tenured Regular Choristers who re-audition shall be either re-engaged, or re-engaged on vocal probation. A Regular Chorister re-engaged on vocal probation shall be required to audition the following year, and after such audition may be placed on vocal probation for that season and offered re-engagement in fewer than six (6) but no less than four (4) programs for that season.

8.4. If the Employer determines, following the biannual audition of a tenured Regular Chorister, to engage that Regular Chorister on vocal probation for the next season the following shall occur:

A. After the audition, the Employer shall meet with the Regular Chorister and the AGMA delegate (or their designee) to present written notice of and discuss the Employer's specific concerns regarding voice and musicianship and ways to remedy such concerns.

B. After the meeting described in Section 8.4.A above, the Chorister may re-audition during the season. Prior to any such re-audition the Chorister will be offered a one-hour coaching/consultation with the Chorus Director. A Chorister may waive the coaching/consultation session and/or the re-audition during the season as described in this paragraph. The Chorister will be notified of the re-audition, coaching/consultation, and the right to waive either or both at the meeting described in 8.4.A above. A Chorister may request that a re-audition occur prior to the start of the season and said request shall be granted based on the availability of the Employer's representative. Three members of the Chorus Committee shall attend any re-audition.

C. After the re-audition the Employer shall consult with the members of the Chorus Committee who attended the re-audition regarding the voice and musicianship of the Regular Chorister.

D. After the consultation described in Section 8.4.C, the Regular Chorister shall be notified if vocal probation shall continue for the season. If vocal probation does continue for the season, the Chorister shall be required to audition for the following season. The Chorister then may be re-engaged or re-engaged on vocal probation with a reduced number of programs as described in Section 8.3 above. If re-engaged on vocal probation the procedures as described in Section 8.4.A, 8.4.B, and 8.4.C above shall be followed again for that season.

E. A Chorister who is placed on vocal probation and who takes a leave of absence during the vocal probation season shall not be entitled to a second season of vocal probation except at the discretion of the Employer. Any Chorister on vocal probation who requests a leave of absence during the probation season remains entitled to the coaching/consultation and re-audition during the season as described in Section 8.4.A, 8.4.B, and 8.4.C above.

8.5. If the Employer determines following the audition of a tenured Regular Chorister engaged on vocal probation for the period described in Section 8.4 above to place that Regular Chorister on vocal leave, the following shall occur:

A. After the audition, the Employer shall meet with the Regular Chorister and the AGMA delegate (or their designee) to present written notice of and discuss the Employer's specific concerns regarding voice and musicianship and ways to remedy such concerns.

B. A re-audition shall be held within two (2) weeks of the meeting described in Section 8.5.A. Three (3) members of the Chorus Committee shall attend such re-audition.

C. After the re-audition, the Employer shall consult with the members of the Chorus Committee who attended the re-audition regarding the voice and musicianship of the Regular Chorister and whether they can be re-engaged for the next season without jeopardizing the quality of the Chorus.

D. After the consultations of Section 8.5.C, the Regular Chorister shall be re-engaged or re-engaged on vocal probation or may be placed on vocal leave for the season as determined by the Employer. If placed on vocal leave, the Regular Chorister shall be required to audition the following year and after such audition may be notified of termination as a Regular Chorister.

8.6. If the Employer determines that a Chorister has suffered a sudden and severe deterioration in voice or musicianship during the season such that their engagement for the remainder of the season would jeopardize the quality of the Chorus, the Employer may place the Chorister on vocal leave for the remainder of the season in accordance with the following:

A. The Employer shall meet with the Chorister and the AGMA delegate (or their designee) to present written notice of and discuss the Employer's specific concerns regarding voice and musicianship and ways to remedy such concerns.

B. In a rehearsal or performance occurring after the meeting of Section 8.6.A, the Employer shall attend to reevaluate the voice and musicianship of the Chorister.

C. After the rehearsal or performance described in Section 8.6.B, the Employer shall meet with the Chorister and the AGMA delegate (or their designee) to present written notice of and discuss the Employer's remaining specific concerns regarding voice and musicianship and ways to remedy such concerns.

D. A re-audition shall be held within one (1) week of the meeting described in Section 8.6.C. Three (3) members of the Chorus Committee shall attend such re-audition.

E. After the re-audition, the Employer shall consult with the members of the Chorus Committee who attended the re-audition regarding the voice and musicianship of the Chorister and whether they can be engaged for the remainder of the season without jeopardizing the quality of the Chorus.

F. After the consultations of Section 8.6.E, a Regular Chorister shall be re-engaged or re-engaged on probation or may be placed on vocal leave for the remainder of the season as determined by the Employer. After the consultations of Section 8.6.E, a Supplementary Chorister shall be re-engaged or may be placed on vocal leave for the remainder of the season. A tenured Regular Chorister re-engaged on probation shall be required to audition the following year and after such audition may be placed on vocal leave. A tenured Regular Chorister placed on vocal leave shall be required to audition the following year and after such audition may be notified of termination as a Regular Chorister.

8.7. Regular Choristers who are being re-employed on vocal probation, Regular Choristers subject to termination as Regular Choristers, and Supplementary Choristers with two (2) or more years of seniority shall be notified in writing as soon as possible after the audition of the Employer's specific concerns regarding voice and musicianship. Any such Chorister who desires a re-audition shall request such re-audition in writing. The Employer shall grant a re-audition within two (2) weeks of the request or within the first week of rehearsal for the season. A member of the Chorus Committee shall be present at such re-audition.

8.8. Nothing in this Article shall be construed as limiting the discretion of the Employer to determine and apply appropriate musical standards in auditioning and selecting Choristers.

8.9.

A. Any Regular Chorister notified of termination under Sections 8.5.D or 8.6.F, above, may seek review of that decision by so requesting in writing within fourteen (14) days of receipt of said notice. The review shall be conducted by a panel of four (4), one (1) being the Artistic Director and Principal Conductor of the Grant Park Music Festival or their designee, one (1) being the Chorus Director of the Chorus or their designee, one (1) selected by AGMA, and the fourth chosen jointly by the Employer and AGMA. In no event shall the designee(s) of either the Artistic Director and Principal Conductor, or Chorus Director be an Artist, as defined in this Agreement, or Chorus Manager or a Chorus Accompanist.

B. In the event the Employer and AGMA are unable to agree on a fourth panel member, the Employer and AGMA shall each prepare a list of three (3) candidates. Each shall then eliminate two (2) candidates from the list of the other party, beginning with one (1) party chosen randomly and continuing by alternation. The fourth panel member shall be chosen at random from the two (2) remaining candidates.

C. An audition shall be held within thirty (30) days after receipt of the appeal. Prior to such audition, the Employer shall state in writing the basis upon which the Chorister has not been re-engaged. The audition shall be held at a place satisfactory to AGMA and the Employer and the accompanist shall be mutually agreed upon by AGMA and the Employer.

D. Immediately following the audition the panel shall vote by marking a typed secret ballot stating: "has (name of Chorister) established that they are artistically satisfactory as a Regular Chorus Member of the Grant Park Chorus: Yes No." Such ballots shall then be opened before a representative of both AGMA and the Employer.

E. If there is a majority decision, the decision of the majority shall then be submitted immediately in writing to the Employer and AGMA and said decision shall be final and binding upon AGMA and the Employer.

F. If there is no majority decision, the Artistic Director and Principal Conductor, and the Chorus Director shall jointly cast one (1) additional vote to create a majority decision and said decision shall be final and binding upon AGMA and the Employer.

G. If the majority decision is that the Chorister's artistic ability is satisfactory, the Employer agrees to re-engage said Chorister for the next season.

## **ARTICLE 9. SOLO AUDITIONS; UNDERSTUDIES**

**9.1.** Choristers shall be given due consideration for solo opportunities in the Grant Park Concert season.

**9.2.**

A. Choristers may be designated to understudy solo parts. For any such understudy, the Employer agrees to provide at least one hour of coaching by the Artistic Director and Principal Conductor or a coach designated by them. Additional coaching for major understudies will be provided according to the size and difficulty of the part. All such coaching will be provided gratis, and the Chorus member will be paid at the appropriate piano rehearsal rate for all time spent in coaching sessions.

B. All Choristers designated to understudy solo parts shall be paid the following minimums for having prepared the part:

<b><u>2023 Season</u></b>	<b><u>2024 Season</u></b>	<b><u>2025 Season</u></b>
\$71.11	\$73.24	\$75.44

In addition, if an understudy is called on to perform the prepared part, they will be paid as follows:

1. Piano rehearsal: time and a half of applicable rate schedule. Orchestra rehearsal: double the applicable rate schedule.
2. Performance: compensation as soloist in addition to any other additional fees earned, viz. coaching, rehearsal, etc.

**9.3.** In no case, however, shall a Chorister who has been designated to understudy a solo part receive less than the following:

<b><u>2023 Season</u></b>	<b><u>2024 Season</u></b>	<b><u>2025 Season</u></b>
\$161.31	\$166.15	\$171.13

**9.4.** Choristers called on to sing solo lead-ins at any rehearsal shall be considered understudy for the purposes of this Article, and shall be paid at the above-stated appropriate rates.

**ARTICLE 10.      PERFORMANCE RATES**

10.1.      The Employer agrees that no Artists in the specified categories engaged for a performance shall receive a lesser compensation than that set forth below:

	<u>2023 Season</u>	<u>2024 Season</u>	<u>2025 Season</u>
Choristers and Dancers	\$264.44	\$272.37	\$280.54
Soloists	\$920.94	\$948.57	\$977.03

10.2.      Additional Payment for Solos.

A.      Any Chorister performing solo lines in a Chorus performance will receive additional payment as follows:

1.      For a solo of less than ten (10) measures, a fee of fifty percent (50%) over the Chorister performance rate.
2.      For a solo of ten (10) to twenty-four (24) measures, a fee of seventy percent (70%) over the Chorister performance rate.
3.      For a solo exceeding twenty-four (24) measures, the Chorister will be contracted on a "soloist" basis.

Choristers engaged as soloists under this clause shall be given a written contract at least two (2) weeks prior to the performance for which they are engaged. Soloist contracts shall not be required for A cappella concerts; soloist fees, however, shall be paid.

B.      If a Chorister sings as part of a group of two (2), three (3), or four (4) Choristers on a part in a Chorus performance, then they shall receive the following rates for the performance:

1.      One (1) to nine (9) measures - thirty-five percent (35%) over performance rate;
2.      Ten (10) or more measures - fifty percent (50%) over performance rate unless said performance is an A Cappella performance in which case the rate shall be twenty-five percent (25%) over the performance rate. Such small groups must consist entirely of Artists.

10.3. In the event any Chorister sings a voice part removed from their primary contracted voice category (as designated at the season's outset) by two (2) or more voice categories (based on an eight-part division) for an entire work (or the substantial majority thereof), then such Chorister shall receive the following premium for each set of performances, in addition to their regular pay:

<u>2023 Season</u>	<u>2024 Season</u>	<u>2025 Season</u>
\$297.26	\$306.18	\$315.37

10.4. Overtime. All performances lasting more than two and one-quarter (2.25) hours will be considered overtime after two and one-quarter (2.25) hours, or after the end of the stated call, whichever is earlier, and will be paid at time and one-half (the performance rate divided by two and one-half, times one and one-half) in one-half hour increments except:

A. Two (2) three (3) hour concerts may be performed in a season with no additional payment provided the concerts are operatic works, or two (2) two and one-half (2.5) hour concert with no additional payment if non-operatic.

B. If a two and one-quarter (2.25) hour concert is delayed due to inclement weather, such concert service may extend to two and one-half (2.5) hours duration with no additional payment.

In no event will the overtime entitlement be less than that of the Grant Park Orchestra.

10.5. The Employer agrees to pay all Artists the agreed upon rehearsal and performance fees twice a month according to the Employer's established payment schedule. The Employer agrees to utilize its best efforts to assure that Artists receive compensation in a timely fashion.

10.6. Media.

A. National Audio and Audio-Visual Media: The Employer and AGMA agree to adopt the terms of the American Federation of Musicians' Integrated Media Agreement ("AFM Integrated Media Agreement"), which sets forth the Employer's rights and obligations regarding the production and release of audio and audio-visual recordings captured at rehearsals or concerts. The AFM Integrated Media Agreement is hereby incorporated herein by reference and made part of this Agreement. The Employer and AGMA further agree that broadcasts on WFMT radio (or any successor radio station to WFMT) will not be considered local radio broadcasts and will be compensated in accordance with the AFM Integrated Media Agreement for national radio broadcasts.

B. Local Radio and Television: The Employer and AGMA agree that Local Radio and Television Broadcasts shall be compensated as follows: each Artist shall receive a fee in the amount of sixty percent (60%) of the minimum performance rate to which that Artist is entitled, to be remitted within one (1) week of the broadcast.

## **ARTICLE 11.        REHEARSAL RATES AND SCHEDULES**

**11.1.**     **Piano rehearsal.** The Employer agrees that no Chorister shall receive a lesser compensation than that set forth below:

### **Piano Rehearsals**

	<u>2023 Season</u>	<u>2024 Season</u>	<u>2025 Season</u>
1 <sup>st</sup> through 3 <sup>rd</sup> Season	\$112.21	\$115.58	\$119.05
4 <sup>th</sup> through 6 <sup>th</sup> Season	\$120.21	\$123.82	\$127.53
7 <sup>th</sup> through 10 <sup>th</sup> Season	\$128.18	\$132.03	\$135.99
11+ Seasons	\$146.80	\$151.20	\$155.74

### **Mandatory Piano Rehearsals**

	<u>2023 Season</u>	<u>2024 Season</u>	<u>2025 Season</u>
1st through 3rd Season	\$119.74	\$123.33	\$127.03
4th through 6th Season	\$127.73	\$131.56	\$135.51
7th through 10th Season	\$135.73	\$139.80	\$143.99
11+ Seasons	\$154.30	\$158.93	\$163.70

**11.2.**     **Orchestra rehearsals.** The Employer agrees that no Chorister shall receive a lesser compensation than that set forth below:

	<u>2023 Season</u>	<u>2024 Season</u>	<u>2025 Season</u>
1 <sup>st</sup> through 3 <sup>rd</sup> Season	\$124.20	\$127.93	\$131.77
4 <sup>th</sup> through 6 <sup>th</sup> Season	\$129.62	\$133.51	\$137.52
7 <sup>th</sup> through 10 <sup>th</sup> Season	\$134.99	\$139.04	\$143.21
11+ Seasons	\$164.06	\$168.98	\$174.05



### 11.3.

A. All piano rehearsals lasting more than three (3) hours will be considered overtime after the third hour, or after the end of the stated call, whichever is earlier, and will be paid at time and one-half (the piano rehearsal rate divided by three, times one and one-half) in one-half hour increments, provided, however, that if the Grant Park Orchestra is paid overtime in one-quarter hour increments, Choristers will be similarly paid overtime for piano rehearsals in one-quarter (1/4) hour increments. Any rehearsal called before 6:00 P.M. on a week day (Monday through Friday) shall be considered an Orchestra rehearsal and governed by the terms of Section 11.3.B below.

B. All Orchestra rehearsals lasting more than two and a half (2 1/2) hours will be considered overtime after two and a half hours, or after the end of the stated call, whichever is earlier and will be paid at time and one-half (the Orchestra rehearsal rate divided by two and one-half, times one and one-half) in one-half hour increments, provided, however, that if the Grant Park Orchestra is paid overtime in one-quarter hour increments, Choristers will be similarly paid overtime for orchestra rehearsals in one-quarter (1/4) hour increments. If Orchestra overtime is called and the Chorus is not utilized in the overtime segment, no overtime for Choristers will be paid.

C. If multiple services (regular rehearsals) are called on the same day, a minimum of one and one-half (1.5) hours must separate each consecutive service. In no case may more than two (2) services be scheduled on the same day. If three (3) services are scheduled in one (1) day, the third shall be paid at double the appropriate scale. The maximum number of consecutive days on which services may be called shall be six (6). In the event that a service occurs on the seventh consecutive day, it shall be paid at one and one-half (1.5) times the appropriate scale. In the event that a service occurs on the eighth or later consecutive day, it shall be paid at double the appropriate scale.

D. A pre-concert "warm-up" rehearsal may be called no more than four (4) times within any season. Notice of a pre-concert "warm-up" must be provided no later than the conclusion of the last piano conductor rehearsal for the work. A pre-concert "warm-up" shall commence no earlier than forty-five (45) minutes prior to the time Choristers are due on stage and conclude no later than thirty (30) minutes prior to the time Choristers are due on stage. The Employer agrees that no Chorister shall receive a lesser compensation than one-fifth (1/5) of the compensation due for an Orchestra Rehearsal.

#### E. Piano Rehearsals.

1. The total number of hours of piano rehearsals for each full season Chorister shall be no less than eighty-one (81) hours.

2. For each two (2) performances added in accordance with Section 5.2, above, the total number of piano rehearsals for each full season Chorister shall be increased by no less than an additional twelve (12) hours.

#### 11.4.

A. A scheduled rehearsal or concert will not be canceled except on proper notice. Notice shall be deemed proper only if delivered to the Choristers no less than 72 hours in advance. An oral announcement at a regularly scheduled rehearsal of a change in a future rehearsal schedule shall be deemed to be notice to all Choristers, even though a Chorister may have absented themselves from the rehearsal. In such cases, however, the Employer shall make reasonable efforts to notify those absent persons of the changed schedule.

B. There will be issued at the first full rehearsal of the season a complete rehearsal schedule. There will be allowed one change in that schedule without penalty providing proper notice is given as described above. Thereafter, any rehearsal, which is canceled or postponed, shall require full payment.

C. For each program during a season, no rehearsals other than the first preparatory rehearsal, the conductor piano rehearsal and the orchestra rehearsal may be designated as mandatory. If more than one (1) orchestra rehearsal is scheduled, attendance shall be mandatory at only one (1) such rehearsal, the determination of which such rehearsal to be deemed mandatory to be at the option of each Chorister. No changed or added rehearsal may be designated mandatory by the Employer. If a Chorister is dropped from a program after being absent from the first mandatory rehearsal, the Employer may engage a replacement for the Chorister prior to the next scheduled rehearsal for the program, provided that they attend the remainder of the piano rehearsals.

D. The Employer shall make all best efforts not to schedule the final dress rehearsal for the A cappella program on the same day as the A cappella performance.

#### 11.5. Absenteeism from Rehearsals.

A. Only if a Chorister has been absent from more than one non-mandatory piano rehearsal for any one program may the Employer drop the Chorister from the performance of that work. A Chorister may be absent from up to (and including) four of the season's scheduled non-mandatory piano rehearsals without fear of disciplinary action by the Employer. This in no way is intended to prevent the Employer from designating certain rehearsals as "mandatory," in accordance with Section 0 below; but rather to serve as a basic guideline in determining a point at which the Employer may begin evaluating a Chorister's commitment to the season. Furthermore, in the event that a Chorister's rate of absenteeism surpasses this minimum standard, the Employer may exercise its fair personal judgment in determining the status of said Choristers. In doing so, the Employer additionally will recognize the AGMA delegate as a "bona fide" liaison agent; and, as such, keep said delegate apprised of any impending action against an offending Chorister as regards their attendance record.

B. Any rehearsals designated "mandatory" shall be announced through an appropriate medium no later than four (4) weeks prior to the first scheduled rehearsal of the season, or no later than such date as Choristers are requested to make a verbal or written commitment to the Chorus for that season, whichever is earlier. A Chorister who is absent from a mandatory piano rehearsal may be dropped from the program. However, in the event that a Regular Chorister or a Supplemental Chorister who has performed a minimum of six (6) programs in the past two seasons misses a mandatory rehearsal due to a serious injury or illness requiring immediate medical assistance, the Chorister shall not be dropped from the program provided that (1) they are able to attend all of the remaining piano rehearsals; (2) they provide notification by 10am the day prior to the next scheduled rehearsal that they will be able to attend the remaining rehearsals (except where there is no day between the rehearsals, then notice by 10am on the day of the second rehearsal shall be sufficient); and (3) the program in question is not a program featuring only one mandatory piano rehearsal and one conductor piano rehearsal. In the event a dispute arises regarding mandatory rehearsals, the Employer shall meet with the Chorus Committee and endeavor to resolve such dispute(s).

C. It is agreed and understood that the Employer will uniformly, and without favoritism, apply its rules and regulations regarding rehearsals and performances.

11.6. Sick/Business Call. Each Chorister of third year standing and above shall be entitled to the benefit of two (2) sick/business calls during the season. Each Chorister of second year standing shall be entitled to the benefit of one (1) sick/business calls during the season. That is, Choristers of third year standing or above will be fully compensated for two (2) three (3) hour piano rehearsals and Choristers of second year standing will be compensated for one (1) three (3) hour piano rehearsal if the Chorister does not attend a piano or orchestra rehearsal due to sickness or personal business reasons. Each eligible Chorister's first recorded absences from such piano or orchestra rehearsals will automatically satisfy this sick/business call entitlement.

11.7. Tardiness.

A. A Chorister who is tardy to a rehearsal or performance without a legitimate excuse on one (1) occasion shall receive a written warning. A copy of such written warning shall be provided contemporaneously to the AGMA delegate.

B. A Chorister who has received a written warning in accordance with Section 11.7.A above, and who is subsequently tardy to a rehearsal or performance during the same season without legitimate excuse shall be subject to a second written warning. A copy of such written warning shall be provided contemporaneously to the AGMA delegate.

C. A Chorister who has received two written warnings in accordance with Sections 11.7.A and 11.7.B above, and who is subsequently tardy to a rehearsal or performance during the same season, without legitimate excuse, shall be docked pay for that service in 15-minute increments, according to the amount of time late for the rehearsal or performance.

D. For purposes of this Article, a legitimate excuse shall include a conflict with a rehearsal or performance of the Lyric Opera or the Chicago Symphony Orchestra (but no others).

E. A Chorister who is tardy to a rehearsal or performance by more than thirty (30) minutes for any reason shall be paid no more than the proportionate share of their applicable rate for the time actually attending the rehearsal or performance. This Section shall apply beginning with the first such instance of tardiness of more than thirty (30) minutes.

## **ARTICLE 12. LEAVES OF ABSENCE**

### **12.1. Leaves of Absence for Personal Reasons.**

A. Choristers who have completed three (3) or more consecutive seasons with the Chorus shall be eligible for one season's leave of absence without loss of seniority. A Chorister who has taken one (1) leave of absence shall be eligible for a subsequent leave of absence after an additional three (3) seasons.

B. The Employer shall not be required to grant leaves of absence for personal reasons to more than two (2) Choristers per section in any given season.

C. Leave of absence for personal reasons must be requested in writing to the Chorus Personnel Manager of the Grant Park Musical Festival not later than the end of the professional Chorus auditions. Prior to the date on which offers of engagement are made to Regular Choristers, the Employer shall notify each Chorister requesting a leave of absence for personal reasons whether such request has been granted.

D. All such leaves of absence will be granted to Regular Choristers on the basis of seniority.

### **12.2. Leaves of Absence for Medical Reasons or Child Care.**

A. Artists seeking an unpaid leave of absence for the birth, adoption, care or placement of a child or the serious health condition of the Chorister or the Chorister's spouse, domestic partner, children, or parents must put the request in writing to the Chorus Personnel Manager of the Grant Park Music Festival by the later of (i) the end of the professional Chorus auditions, or (ii) when the reason for requesting such leave first becomes known. A medical certification and/or domestic partner affidavit may be required. Leaves of absence will not adversely impact a Chorister's seniority. In order to advance in seniority, a Chorister must meet the Section 6.4 requirement of having participated in four (4) different programs. Beginning with the 2020 Season, a leave of absence under this provision may be taken for a partial season.

**ARTICLE 13.        SEMI STAGED AND STAGED PERFORMANCES**

13.1.        Artists may not rehearse or perform more than thirty-five (35) hours per week or more than six (6) hours per day on a day with no performance or more than seven (7) hours per day on a day with a performance during a six (6) day rehearsal week. No more than two (2) hours of vocal rehearsal and no more than five (5) hours of stage blocking/vocal marking rehearsal will be required during an individual rehearsal day within the six (6) day rehearsal week.

13.2.        No rehearsal will conclude later than 11:00 p.m.

13.3.        The call for Artists for dress rehearsals shall be a minimum of one-half (1/2) hour prior to the call to report on stage when costuming is required. The one-half (1/2) hour period shall be counted as part of the maximum rehearsal period per week as set forth in Section 13.1, above.

13.4.        No rehearsal shall be scheduled within two (2) hours of any performance except in emergency cases, on the day in which such Artist is required to perform.

13.5.        Artists shall be allowed an uninterrupted rest period of not less than ten (10) minutes every two (2) hours that they are engaged in staging rehearsals, and not less than ten (10) minutes for every one (1) hour of music rehearsal.

13.6.        Hours of work in excess of the maximum set forth in Section 13.1, above, or after 11:00 p.m., or on the seventh or later day shall be paid in one-quarter (1/4) hour increments at the following rates:

<b><u>2023 Season</u></b>	<b><u>2024 Season</u></b>	<b><u>2025 Season</u></b>
\$43.75	\$45.06	\$46.41

13.7.        It is understood and agreed that no Artists will receive total compensation of less than the following fees for rehearsal and performance services plus the remuneration required under the provisions of Section 0, above:

<b><u>2023 Season</u></b>	<b><u>2024 Season</u></b>	<b><u>2025 Season</u></b>
\$2,189.42	\$2,255.10	\$2,322.75

## **ARTICLE 14. COSTUMES**

14.1. The Employer agrees to supply each Artist with a costume, including shoes (except regular concert attire and ordinary street shoes) and with all special accessories for performances where such is required. The same will apply for related orchestra dress rehearsals.

14.2. The Employer will ensure that all such costumes, shoes and accessories are clean prior to the time they are first worn by the Artist.

### 14.3. Costume Fitting.

A. Costume fitting for Choristers (where applicable) will be conducted during a stated Chorus rehearsal call(s) at the same site where the rehearsal is being held.

B. The call for costume fittings for all other Artists shall be for a minimum of one (1) hour. At all times, the period of the call or the length of time required for such fittings, whichever is greater, shall be deemed to constitute rehearsal hours under Section 13.1, above.

## **ARTICLE 15. GENERAL WORKING CONDITIONS**

15.1. Legible Music. The music furnished the Artists will be satisfactorily legible and in a sufficiently clean state so as to receive necessary pencil markings without excessive and extraordinary difficulty.

15.2. Parking and Transportation. The Employer agrees to make parking passes available to Artists. Parking passes are not transferrable.

A. Beginning in 2017, if the cost to the Employer per Chorister of providing parking passes increases from the year before, then the Employer shall be responsible for the first 2% of any such increase, and the Chorister shall be responsible for the next 8% of the increase. If the cost increases by more than 10% from the year before, then upon request by either party, the Employer and AGMA agree to meet and confer regarding alternative arrangements for making parking available to Choristers. In no event, however, shall any Chorister be responsible for paying any portion of cost increases beyond 10% from the year before.

B. For all rehearsals and concerts performed at the Petrillo Music Shell in Grant Park or at the Millennium Park Music Shell, parking will be made available by the Employer within one-quarter mile for all Choristers.

C. For all rehearsals and concerts performed at any other site, parking will be provided free of charge by the Employer within one-quarter mile of such other rehearsal or performance site or parking fees shall be reimbursed by the Employer upon presentation of a receipt, with a limit of one (1) reimbursement per day or the Employer shall provide round trip bus transportation to the site from the Petrillo Music Shell or the Millennium Park Music Shell.

D. Choristers who do not return Employer provided parking passes by their final scheduled performance of each season shall have a \$25 fee deducted from their pay.

15.3. The Employer will provide a minimum of 62 music stands for Choristers at all rehearsals. In instances where a rehearsal takes place at the Millennium Park, Employer agrees to provide additional music stands when existing inventory is available.

15.4. The Employer agrees to provide safe and adequate shelter, space, seating by chair, sufficient silent fans, and lighting for Choristers at all rehearsals and performances at all times.

15.5. The Employer will utilize its best efforts to provide acoustically appropriate rehearsal space and to maintain the temperature in all indoor rehearsal space between 62 degrees Fahrenheit and 82 degrees Fahrenheit. When the temperature conditions or noise levels become intolerable, the AGMA delegate (or their designee) has the right to request that the rehearsal be canceled or suspended, without any reduction in the rehearsal pay of Artists. The Employer shall not unreasonably refuse such request. In the event that rehearsal is suspended, call times will not change.

15.6. The Chorus Personnel Manager, the Chorus Director and the Chorus Committee shall meet at least two (2) times during each season as follows: prior to the first rehearsal of the season, and near the end of the season on such dates and at such times that are mutually agreeable to all parties. The meetings shall occur at approximately the times specified above subject to the availability of the Chorus Director. The Employer also agrees that the Chorus Personnel Manager and/or the chorus Director will, at the request of the AGMA delegate, meet on additional occasions with the Chorus Committee to discuss and resolve any problems that may arise.

15.7. Upon request of AGMA, the Employer shall meet with the Chorus Committee to discuss the space and seating arrangements for all performances of the Chorus. The meeting shall occur within two (2) weeks of any request, or by January 15 preceding the commencement of any season, whichever is later. If after such meeting(s), AGMA contends that the space and/or seating of any such performance does not meet the requirements of Section 15.4 of this Agreement, AGMA may seek arbitration in accordance with Article 19 of this Agreement.

15.8. In the event the Employer engages in a search to employ a General, Chorus, Artistic Director, or a permanent guest Chorus Director, an AGMA representative shall participate in such the search to the same extent as any and all other labor organizations.

15.9. For newly commissioned pieces, the Employer shall provide the Chorus Committee with access to the final score within one week of receipt by the Employer.



## **ARTICLE 16.        HOLIDAYS**

16.1.     Holiday calls will carry a premium compensation rate of time and one-half (1.5). For the purposes of this Agreement, only the following shall be considered as holidays: Good Friday, Easter, Memorial Day, Independence Day and Labor Day.

### 16.2.

A.        For services called either the day before or the day after a Holiday, as defined in this Article, those services shall be paid at time and one-half (1.5) the appropriate rate, except that in no event shall the day after Memorial Day be paid at time and one-half (1.5) the appropriate rate.

B.        When services are called for the day before and the day after a Holiday, as defined in this Article, the service requiring the higher pay rate for the Chorus shall be designated as a Holiday call and paid at time and one-half (1.5) the appropriate rate, with the other service paid at the normal (non-Holiday) appropriate rate. For example, if a rehearsal service is called the day before a Holiday and a performance is called for the day after, the performing Artists shall be compensated at 1.5 times the performance rate for the day after the Holiday, and Artists will be paid at the normal appropriate rate for the rehearsal service the day before the Holiday. In no event shall the Employer be required to pay such a Holiday call premium for services on more than one day (in addition to the actual Holiday).

C.        Overtime for such Holiday calls will be paid at double the appropriate scale.

## **ARTICLE 17.        REST PERIODS**

Reasonable rest periods shall be provided during rehearsals. For rehearsals with the Orchestra, Artists shall be entitled to the same rest periods as Orchestra Members. For rehearsals without the Orchestra, rest periods totaling 30 minutes will be provided, with each break not being less than ten (10) minutes, however in no event may there be more than sixty (60) minutes rehearsal with piano without a break. In the case of Conductor piano rehearsals, a single thirty (30) minute rest period may be utilized instead, if requested by the Conductor and consented to by the AGMA delegate before the beginning of the rehearsal. Such thirty (30) minute rest period is to begin no later than seventy-five (75) minutes following the stated call time.

## **ARTICLE 18.        NO LESS FAVORABLE CONTRACTS**

No contracts for engagements made by the Employer with any Artists covered by this Agreement will contain terms less favorable than those contained in this contract.



**ARTICLE 19.            GRIEVANCE AND ARBITRATION PROCEDURE**

The Chorus Committee is the body charged with negotiating any dispute or grievance on behalf of an Artist regarding this Agreement. The Employer agrees to make good faith efforts to resolve any such dispute or grievance through negotiations with the Chorus Committee. If such negotiations fail, then the dispute will be settled by arbitration according to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Employer to place a Chorister on vocal leave or probation in accordance with Sections 8.3, 0, or 8.5 shall not be subject to arbitration other than whether the provisions of said Sections 8.3, 8.4D or 8.5 were followed or whether voice or musicianship was the basis for the decision.

**ARTICLE 20.            FORCE MAJEURE**

It is mutually agreed neither party shall be held responsible for the fulfillment of any terms or provisions of this Agreement if that party shall be delayed or prevented because of war, revolution, riot, strike, fire, flood, or Act of God or other disorder beyond the control of the party so affected. Artists shall, however, continue to receive payment for concerts canceled due to rain.

**ARTICLE 21.            INFORMATION TO AGMA**

The Employer agrees to provide AGMA with a list of names and mailing addresses of each Artist employed in the bargaining unit. Said list will be provided within a reasonable time after the holding of auditions for each season. In addition, the GPOA agrees to provide AGMA with the name or names of any Soloist or Soloists contracted by the-GPOA, along with the name or names of Managers through whom the said Soloist or Soloists may be contracted, prior to the beginning of each season or immediately upon-the said Soloist's or Soloists' execution of a contract with the GPOA, whichever is the later in time.

**ARTICLE 22.            DIVERSITY, EQUITY, INCLUSION AND BELONGING**

22.1.     The Employer is committed to fostering an equitable and inclusive culture in which everyone feels valued—regardless of age, race, ethnicity, national origin, religion, sexual orientation, gender identity, education, ability, or socio-economic status; and that they belong. The Employer pledges to advance anti-racism at the Festival and empower those who have been historically marginalized to participate in and contribute their ideas, viewpoints, and creativity to the Festival’s artistic programming, strategic planning, and growth. The Employer is committed to concrete actions on its stages geared toward advancing diversity, equity, inclusion, and a sense of belonging. To help guide this vital work, align priorities with resources, and keep the Festival accountable, the Employer’s Board has established a standing Diversity, Equity, Inclusion, and Belonging (DEIB) Committee. Employer agrees to maintain chorus representation on this DEIB Committee and welcomes input from the Choristers and AGMA on the Festival’s DEIB work plan. To this end, the Chorus Committee shall nominate to the Board two (2) Choristers to serve on the DEIB Committee.

22.2. Discrimination Prohibited. It is the continuing policy of the Employer and AGMA that the provisions of this Agreement shall be applied to all Artists without regard to race, color, sex, sexual orientation, gender identity, national origin, ethnicity, religion, age, citizenship status, marital status, disability, military service/veteran status and any other characteristic protected under applicable federal, state and local law. The Employer shall not discriminate against Artists or applicants for employment in, or advancement with, the Chorus because of legitimate Union activities or membership in AGMA, or because of race, color, sex, sexual orientation, gender identity, national origin, ethnicity, religion, age, citizenship status, marital status, disability, military service/veteran status or any other basis prohibited by federal, state or local law. AGMA agrees that it will not discriminate against any artist based upon membership or non-membership in AGMA, race, color, sex, sexual orientation, gender identity, national origin, ethnicity, religion, age, citizenship status, marital status, disability, military service/veteran status or any other basis prohibited by federal, state or local law. The representatives of AGMA and the Employer in all steps of the grievance procedure and in all dealings between the parties shall comply with these provisions. Employer agrees to provide a copy of its prohibited harassment policy, including the Employer's process for reporting violations, to each Chorister prior to the first rehearsal of each year.

22.3. In addition, Employer agrees to provide prohibited harassment and bystander intervention training to all contracted members of the Grant Park Chorus each season who have not received trainings satisfying this requirement within the last twelve (12) months at another place of employment. Such Choristers will be required to complete the Festival's two hour online prohibited harassment and bystander intervention training modules prior to their first scheduled service with the Grant Park Chorus. Individual choristers needing to fulfill this requirement through the Festival will be compensated on their first payroll of the season for two hours at the applicable Chicago minimum wage rate. Choristers who have received comparable harassment and bystander intervention training within the prior twelve (12) months must provide the Festival with documentation confirming their satisfaction of this requirement in order to be excused from completing one or both of the Festival's online training modules.

22.4. Union Membership or Activity. Neither the Employer nor AGMA shall interfere with the right of Artists covered by this Agreement to become members of AGMA. There shall be no discrimination against any such Artists because of lawful Union membership or non-membership activity or status.

22.5. Advancement. The Employer will not discriminate against any Artist on the basis of age with respect to any opportunity for advancement with the Chorus.

22.6. Americans with Disabilities Act. The Parties understand and agree that the Americans with Disabilities Act requires the Employer to reasonably accommodate disabled Artists unless it would be unduly burdensome to do so. The Employer agrees that it will implement such accommodations in a manner that will be least burdensome on the contractual rights of Artists, and that no part of the cost of any such accommodation will be imposed upon any Artists.

**ARTICLE 23.        SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision(s).

**ARTICLE 24.        NO STRIKE NO LOCKOUT**

24.1.    No Strike. AGMA agrees that it will not authorize, support or condone any strike (including, sympathy strike), walkout or other interruption in the orderly performance of services by any Artist or Artists during the term of this Agreement. AGMA shall use its best efforts to terminate such conduct should it occur. Any Artist engaging in any strike, walkout or other interruption in the orderly performance of services shall be subject to disciplinary action.

24.2.    No Lockout. The Employer agrees there will be no lockout during the term of this Agreement.

24.3.    Judicial Restraint. Nothing contained herein shall preclude the Employer or AGMA from obtaining judicial restraint and damages in the event of a violation of this Article.

**ARTICLE 25.        COMPLETE AGREEMENT**

This Agreement contains all the provisions agreed upon by the parties hereto and concludes negotiations on all matters for the term of this Agreement. Other than as appended to this Agreement, there are no side agreements or verbal understandings relative to this Agreement, and the present agreement between the parties is as set forth herein.

**ARTICLE 26.        TERMINATION**

This Agreement shall be in effect from May 16, 2023 through May 15, 2026.

GRANT PARK ORCHESTRAL  
ASSOCIATION

AMERICAN GUILD OF MUSICAL  
ARTISTS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**SIDE LETTER**  
**GUEST CHORUS CONDUCTORS**

The Grant Park Orchestral Association agrees to consider feedback from the AGMA Committee regarding Guest Chorus Directors when engaging Guest Chorus Directors in the future.

**SIDE LETTER**  
**EMPLOYER CONTRIBUTION**

During bargaining for the 2016-2019 Collective Bargaining Agreement ("CBA"), the parties agreed to delete the "Employer Contribution" Article and to instead increase the regular pay rates in the CBA by an additional 14%. In the future, should AGMA seek to have the Employer agree to restart contributions to a new pre-tax benefit for employees, then such contribution shall be initially funded by reducing the CBA pay rates by up to the same 14% level that these rates were increased with the deletion of the "Employer Contribution" Article.

**SIDE LETTER**  
**GPMF VOCAL FELLOWSHIP PROGRAM**

The Grant Park Orchestral Association retains the right to augment the Chorus with up to eight (8) Fellows through its Vocal Fellowship program. Fellows selected for this program will rehearse and perform with the Chorus for a period not to exceed thirty-five (35) days. Fellows will receive Chorus scale wages for each service performed with the Chorus during their Fellowship.

Beginning with the 2020 season, Fellows will be required to join AGMA and will be subject to AGMA's normal dues of 2% of Chorus scale wages for each service performed with the Chorus. For the 2023 season, Fellows who have not participated in the GPMF Vocal Fellowship in the past, and who are not current members of AGMA, will be able to take advantage of the following special arrangement with respect to AGMA's initiation and annual membership fees: (i) the AGMA initiation fee shall not be due until the individual's next engagement under an AGMA Individual Artist Agreement; and (ii) the individual shall not incur or owe any annual dues to AGMA until the year of their next engagement under an AGMA contract. Fellows eligible for this special membership arrangement will be required to sign an individual agreement with AGMA acknowledging these terms.

Beginning with the 2024 season, Fellows will be required to join AGMA under AGMA's current payment policy for annual dues and initiation fees. Should the current AGMA annual dues and initiation fee policy change after the date of this letter, the parties will meet to discuss and agree on any modifications to this agreement.

**SIDE LETTER**  
**COOPERATIVE SCHEDULING**

The Grant Park Orchestral Association shall use best efforts to coordinate its schedule of rehearsals and performances with the schedules of the programs of the Chicago Symphony Orchestra and Lyric Opera of Chicago that utilize chorus, in order that, to the maximum extent feasible, Choristers can sing in productions of each company.

**APPENDIX 1**  
**REQUEST FOR LEAVE OF ABSENCE FOR MEDICAL REASONS**

**Part A.** *(To be filled out by the Artist)*

Name:

Home Address:

Phone:

Patient's Name *(If other than Artist indicate relationship.)*

*If requested leave is to care for a seriously ill spouse, domestic partner, (a Domestic Partner Affidavit must also be provided) parent, son or daughter, please describe your involvement (the nature of the care you will provide):*

I hereby give the Grant Park Orchestral Association permission to contact my Health Care Provider to clarify and authenticate the information on this request. In addition, I certify that the above information is true and correct.

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

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

**Part B.** *(To be filled out by Physician, Practitioner or other Health care Provider.)*

**ARTIST IS PATIENT:** *(Complete Part C if patient is not the Artist.)*

Diagnosis:

Date condition commenced:

Possible duration of condition:

**Part C.** *(To be filled out by Physician, Practitioner or other Health care Provider.)*

PATIENT IS ARTIST'S SPOUSE, DOMESTIC PARTNER, SON OR DAUGHTER

Diagnosis:

Date condition commenced:

Possible duration of condition:

Does (or will) the patient require Artist's assistance for basic medical, hygiene, nutritional needs, safety or transportation?

Type of Assistance:

Additional Information:

**Part D.** *(To be filled out by Physician, Practitioner or other Health care Provider.)*

Signature of Physician: \_\_\_\_\_

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

Physician's License Number:

Print Name of Physician:

Field of Medical Practice/Specialty:

Address:

Telephone Number:

\*\*\*\*\*

Practitioner and/or Health Care Provider Signature: \_\_\_\_\_

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

License Number (if any):

Print Name:

Field of Medical Practice/Specialty:

Address:

Telephone Number:

**APPENDIX 2**  
**DOMESTIC PARTNER AFFIDAVIT**

We, the undersigned, being duly sworn, do declare that on or before \_\_\_\_, in the year \_\_, we agreed to live as domestic partners and that we have so lived since that time. We further state that we have since that time held ourselves to be each other's sole domestic partner and that neither of us is married.

We further attest that:

(Check those that apply. A through D must **ALL** apply.)

- ☐ A) We are each other's sole domestic partner, responsible for each other's common welfare, and
- ☐ B) Neither of us is married, and
- ☐ C) We are not related by blood closer than would bar marriage in the State of Illinois, and
- ☐ D) We are each at least eighteen (18) years of age, and both of us are male/female (circle one), and we reside at the same residence, and
- ☐ E) At least TWO of the following conditions 1-4 apply (check those that apply):
  - ☐ 1. We have been residing together for at least twelve (12) months prior to filing the Affidavit of Domestic Partnership.
  - ☐ 2. We have common or joint ownership of a residence.
  - ☐ 3. We have at least two of the following arrangements:
    - ☐ a. Joint ownership of a motor vehicle;
    - ☐ b. A joint credit account (e.g. credit card);
    - ☐ c. A joint checking account;
    - ☐ d. A lease for a residence identifying both of us as tenants.
  - ☐ 4. The domestic partner is identified as a primary beneficiary in the employee's will.

We agree to notify the Grant Park Orchestral Association of any changes in circumstances with respect to any of the foregoing within thirty (30) days of any such change. We understand and agree that if we knowingly provided false, inaccurate or misleading information or if we knowingly fail to correct false, inaccurate or misleading information, the Artist(s) signing this affidavit shall be subject to discipline, up to and including termination.

Artist Name: \_\_\_\_\_

Domestic Partner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

**APPENDIX 3**  
**REQUEST FOR LEAVE OF ABSENCE FOR CHILD CARE**

Name  
Home Address  
Phone

Birth of Child

*Attach a copy of the birth certificate or other official documentation of the birth. If the child is not yet born, have your health care provider complete the following:*

Name of Patient *(if other than Artist, indicate relationship)*  
Expected date of birth:  
Signature of Physician \_\_\_\_\_  
Physician's License Number:  
Print Name of Physician:  
Field of Medical Practice/Specialty:  
Address:  
Phone Number:

Placement of Child for Adoption or Foster Care

*Attach legal record of placement. If placement has not yet occurred, attach documentation indicating anticipated date of placement; after placement occurs, provide legal record of placement.*

I hereby certify that the above information and attached documents are true and correct. I also give the Grant Park Orchestral Association permission to contact the Health Care Provider who signed this request to clarify and authenticate the information on this request.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date