



SAN FRANCISCO OPERA ASSOCIATION

and

**AMERICAN GUILD OF MUSICAL ARTISTS
(AGMA)**

BASIC AGREEMENT

March 1, 2020 - February 29, 2024

TABLE OF CONTENTS

ARTICLE I. GENERAL PROVISIONS17

I.1. TITLE OF AGREEMENT: SUCCESSORS AND ASSIGNS17

I.2. TERM OF AGREEMENT17

I.3. AGMA RECOGNIZED17

I.4. SCOPE OF AGREEMENT17

I.5. AGMA SHOP17

I.6. AGMA MEMBERSHIP17

I.7. DUES DEDUCTIONS17

I.8. AGMA REPRESENTATIVE: ADMISSION TO PREMISES.....18

I.9. WORKERS’ COMPENSATION INSURANCE18

I.10. RETIREMENT FUND18

I.11. HEALTH FUND AND SUPPLEMENTAL HEALTH BENEFITS.....18

 A. Principals18

 B. Regular Choristers, Guaranteed Auxiliary Choristers, Guaranteed Corps de Ballet Dancers, and Production Staff ..19

 C. Extra Choristers and Each Corps de Ballet Dancer in addition to nine (9) Corps de Ballet Dancers; and Production Staff20

 D. Dental and Vision Coverage20

 E. Provisions Applicable to Artist on Leave20

 F. Definition of AGMA Health Fund Plan A21

 G. Payment Schedule for AGMA Health Fund Plan A21

 H. Cadillac Tax.....21

 I. Plan B Transfer.....21

 J. FSA Participation21

I.12. SEVERANCE PAY21

I.13. RETIREMENT BONUS22

I.14. CAREER TRANSITION22

I.15. TIME OF PAYMENT23

I.16. PAYMENT IN LEGAL TENDER23

I.17. MINIMUM TERMS: NON-WAIVER OF RIGHTS23

I.18. PERSONAL REPRESENTATIVES.....24

I.19. INDIVIDUAL CONTRACTS.....24

 A. Artist’s Consent Necessary for Assignment.....24

 B. Contract Required24

 C. Standard Form24

TABLE OF CONTENTS

D. Contract Validity.....	25
E. Clean Shaven Appearance	25
F. Modesty Clause	25
I.20. AMERICAN HIRES	25
I.21. PROGRAM CREDIT AND WEBSITE	25
I.22. MECHANICAL AND ELECTRONIC REPRODUCTION	26
I.23. ELECTRONIC MEDIA AGREEMENT	27
A. Rights Granted.....	27
B. Standard Artist’s Contract and General Notice	28
C. Specific Notice Requirement	28
D. Joint EMA Committee	28
E. Cancellations.....	29
F. Health and Retirement	29
1. Health Fund.....	29
2. Retirement Fund	29
G. Promotional Uses	29
H. Media Guarantee and Initial Media Payments	30
I. Release Fees	31
J. Rights Period	31
1. Radio rights (including simultaneous streaming).....	31
2. Television rights	31
3. Audio-only streaming (where there is no other commercial release)	31
4. Regional Enhanced Audience Development (READ) rights	32
5. All other products, including audio-visual streaming	32
K. Ownership	32
L. Shorter Releases	32
1. Audio product (excluding CD but including downloads) for each 3 minutes	32
2. Audio/video product (DVD, theatrical, streaming/downloading) for each 5 minutes.....	32
M. Education Uses.....	33
N. Documentaries and Clip Programs.....	33
O. Archival Uses.....	33
P. Revenue Participation	33
Q. Multi-Year Capability	34
R. Pre-Approval.....	35
S. Provisions for Principal Artists	35
1. Approval	35
2. Consultation.....	35

TABLE OF CONTENTS

3. Total Payment	35
4. Revenue Share	35
T. Tier I Release Fees	36
U. Tier II Release Fees.....	37
V. Additional Media Elements	38
I.24. AMPLIFICATION.....	40
A. Amplification of Principals.....	40
B. Amplification of Chorus.....	40
I.25. ARBITRATION: SETTLEMENT OF DISPUTES.....	40
I.26. CALIFORNIA LAW.....	41
I.27. OUTSIDE THE UNITED STATES AND CANADA	41
I.28. HEALTH AND SAFETY	41
I.29. DEFINITIONS.....	42
A. Contract Year	42
B. Week	42
C. Rehearsal Week.....	42
D. Performance Week	42
E. City of Origination.....	42
F. Free Day	42
G. Artists	42
H. Cover	42
I.30. HOLIDAYS AND RELIGIOUS LEAVE	43
I.31. PERFORMANCE OF MORE THAN ONE OPERA.....	43
I.32. CASTING DECISIONS	43
I.33. TOURS	43
I.34. FORCE MAJEURE	44
I.35. JOINT COMMITTEE & ARTISTIC ADVISORY COMMITTEE.....	44
I.36. SOLO RELATIONS COMMITTEE.....	45
I.37. EDUCATIONAL AND COMMUNITY OUTREACH PERFORMANCES.....	45
A. Definitions	45
B. Basic Rates.....	45
C. Right of First Refusal.....	46
D. Types of Contract	46
E. Number of Performances/Services.....	46
F. Maximum Hours	47
G. Call Time.....	47
H. Musical Scores.....	47

TABLE OF CONTENTS

I. Warm-Up Facilities47

J. Production and Directing Staff47

K. Runouts (terms applicable only to Produced Education/Family Services)48

L. Per Diem (terms applicable only to Produced Education/Family Services)48

M. Hotel (terms applicable only to Produced Education/Family Services)48

N. Transportation48

I.38. WILSEY CENTER ENGAGEMENTS.....49

I.39. MANAGEMENT AND UNION PREROGATIVES.....51

I.40. COMPLIMENTARY TICKETS.....52

I.41. PARKING52

I.42. GENERAL REHEARSAL CONDITIONS54

 A. Transit Time.....54

 B. Refreshments54

 C. Provision of Costumes54

 D. Individual Call Times.....54

I.43. WIRELESS INTERNET ACCESS.....54

I.44. ARTISTS’ RESPONSIBILITIES55

 Type chapter title (level 3).....55

I.45. NON-DISCRIMINATION/NON-HARASSMENT55

I.46. FLEXIBILITY DUE TO COVID-1956

ARTICLE II. PRINCIPALS57

 II.1. INDIVIDUAL CONTRACTS.....57

 II.2. NO DOUBLING AS STAGE DIRECTOR57

 II.3. RATIO OF SINGERS FOREIGN TO AMERICAN57

 II.4. NO COACHINGS, REHEARSALS, PERFORMANCES OR PUBLICITY PRIOR TO CONTRACT.....57

 II.5. CHOREOGRAPHER DEFINITION58

 II.6. NUMBER OF PERFORMANCES.....58

 A. Principal on a Per Performance Basis.....58

 B. Principal on a Weekly Basis58

 1. Performances in a Day58

 2. Performances in a Week58

 3. Number of Performances.....58

 II.7. LEAVES OF ABSENCE59

 A. Sick Leave59

 B. Bereavement Leave.....59

 C. Family Leave59

 D. Incapacitation.....59

TABLE OF CONTENTS

II.8. REHEARSAL CONDITIONS59

- A. General59
 - 1. Maximum Hours in a Day60
 - 2. Elapsed Time Between Rehearsals.....60
 - 3. Rehearsal on or near Performance Days.....60
 - 4. Free Day60
- B. Rehearsal Breaks and Meal Breaks.....61
 - 1. Rehearsal Breaks61
 - 2. Meal Breaks.....61
- C. Schedule61
- D. Miscellaneous Conditions61
 - 1. Principal Preparation.....61
 - 2. Punctuality62
 - 3. Failure to Appear.....62
 - 4. Repeat Performance Rehearsals62
 - 5. Release from San Francisco.....62
 - 6. Solo Dancer Working Conditions62
 - 7. Travel to Off-Site Venues62
 - 8. Notes Session After Final Dress Rehearsal62
- E. Preliminary Rehearsal62

II.9. COMPENSATION.....63

- A. Rehearsal Compensation63
 - 1. Principal on a Per-Performance Basis, Other Than Directors63
 - 2. Principal on a Weekly Basis, other than Directors and Choreographers63
 - 3. Use of Overscale.....63
 - 4. Combined Rehearsal and Performance63
- B. Performance Compensation.....63
 - 1. Principal on a Per-Performance Basis63
 - 2. Principal on a Weekly Basis.....64
- C. Overtime and Free Day.....64
 - 1. Overtime64
 - 2. Free Day Compensation65
 - 3. Free Day Emergency Performance.....65
 - 4. Call-In or Stand-By Compensation65
- D. Per Diem: Per-Performance or Weekly Basis65
- E. Costume Transportation Expenses65
- F. Principal Artists Covers65

TABLE OF CONTENTS

1. Off-Site Covers66

G. Juvenile Principal Artists66

H. Principals Singing Chorus Music.....66

I. Cancelled Productions Due to COVID-19.....67

II.10. INTELLECTUAL PROPERTY RIGHTS.....67

ARTICLE III. PRODUCTION STAFF.....68

III.1. INDIVIDUAL CONTRACTS68

III.2. GENERAL PROVISIONS.....68

A. Engagement68

B. Regular Production Staff69

C. Non-Reengagement71

D. Preparation Time72

III.3. DOUBLIG AS STAGE DIRECTOR72

III.4. DEFINITIONS.....73

A. Stage Manager73

B. Assistant Director73

C. Assistant Stage Manager73

D. Dance Master73

E. Alternative Activities for Fall Contract Year 2020 (CY20) and the Entire Contract Year 2021-22 (CY21)74

III.5. NUMBER OF PERFORMANCES.....74

A. Production Staff on a Weekly Basis.....74

1. Performances in a Day74

2. Performances in a Week74

3. Number of Performances.....74

III.6. LEAVES OF ABSENCE75

A. Sick Leave75

B. Leaves of Absence and Maternity Leave76

C. Bereavement Leave76

D. Family Leave76

E. Personal Leave76

F. Unpaid Leaves of Absence76

G. Long Term Disability78

III.7. REHEARSAL CONDITIONS78

A. Work Week.....78

1. Hours Worked78

2. Overtime for Production Staff.....78

B. Elapsed Time Between Rehearsals78

TABLE OF CONTENTS

C. Free Day.....79

D. Length of Rehearsal.....79

E. Production Staff Presence79

F. Production Staff Work After 12 Hours.....79

G. Production Staff Functioning as Translator.....79

H. Costume Transportation79

I. Wireless Internet Access80

III.8. COMPENSATION.....80

 A. Employment on a Weekly Basis In or Outside San Francisco80

 B. Housing Stipend81

 C. Meal Penalty.....81

 D. Vacation Pay.....81

 E. Costume Fee81

 F. Travel81

 G. Use of Personal Vehicle.....81

 H. Seniority82

 I. Fall CY2082

 J. For Contracted Engagements After Fall CY2082

ARTICLE IV. CHORISTERS.....83

IV.1. DEFINITIONS AND GENERAL PROVISIONS.....83

 A. Chorus Categories83

 1. Composition of the San Francisco Opera Chorus.....83

 2. Regular Chorus83

 3. Extra Chorus.....83

 4. Guaranteed Auxiliary Chorus (“GAX”).....84

 5. Substitute Regular Chorus.....84

 6. Preferred Extra Chorus.....84

 7. Child Chorister.....85

 8. Chorister.....85

 9. Supernumeraries.....85

 B. Engagement.....85

 1. Employment on a Weekly Basis85

 a. Employment Guarantee.....85

 b. Additional Performances85

 c. Terms of Engagement86

 2. Per-Performance Choristers.....87

 C. Scores and Stands.....87

 D. Performance Call Time88

TABLE OF CONTENTS

E. Meetings with Chorus Director.....	88
IV.2. COACHING PROGRAM AND HEARINGS.....	88
A. Coaching Program Process.....	88
B. Right to Appeal.....	89
C. Hearings.....	90
IV.3. AUDITIONS.....	91
IV.4. CONDITIONS FOR CHORISTERS PERFORMING SOLO ROLES AND OTHER ASSIGNMENTS.....	92
A. General Conditions.....	92
B. Conditions for Choristers Performing Supporting Roles.....	92
C. Conditions for Choristers Performing Solo Bit Roles.....	93
1. Maximum Hours Per Day.....	93
2. Elapsed Time.....	93
3. Call for Rehearsal with Orchestra.....	93
4. Rehearsal Prior to Performance.....	93
5. Break Between Calls.....	93
6. Calls Before Noon.....	93
7. Rehearsal Before 10:00 AM.....	93
8. Sunday rehearsals.....	93
9. Sunday Minimum Call.....	94
10. Rest Period.....	94
11. Break Between Daytime Calls.....	94
D. Conditions for Choristers Assigned as Performing Covers.....	94
E. Conditions for Choristers Performing Chorus Bit Roles, Mute Roles or as “Alternates”.....	94
1. Definitions.....	94
2. Posting of List.....	95
F. Assignment.....	95
G. Heavy Lifting.....	96
H. Chorus Dancing.....	97
IV.5. CHANGES IN VOCAL SECTION ASSIGNMENT.....	97
IV.6. RIGHT TO SERVICES.....	97
IV.7. LEAVES OF ABSENCE.....	97
A. Sick Leave.....	97
B. Leaves of Absence and Maternity Leave.....	98
C. Family Leave.....	99
D. Bereavement Leave.....	99
E. Personal Leave.....	99
F. Long Term Disability.....	100
IV.8. REHEARSALS.....	101

TABLE OF CONTENTS

A. Rehearsal Clauses Applicable to Staging/Performance and Music Rehearsal Weeks..... 101

- 1. Definitions of Staging/Performance and Music Rehearsal Weeks 101
 - a. Staging/Performance Week 101
 - b. Music Rehearsal Week..... 101
 - c. Acoustical Rehearsals, Sitzprobes and non-Staged Rehearsals with Orchestra..... 101
- 2. Free Day 101
 - a. Free Day Defined..... 101
 - b. Minimum Rehearsal Call on a Free Day 102
 - c. Free Day Length 102
 - d. Free Days During Musical Rehearsal Weeks 102
- 3. Minimum Call 102
- 4. Starting Time 102
- 5. Sunday Rehearsals and Rehearsals After Matinees 103
- 6. Signin and Signout..... 103
- 7. Rehearsal Calls 103
- 8. Rest Periods..... 103
 - a. Music Rehearsal Breaks 103
 - b. Staging Rehearsal Breaks with Piano 103
 - c. Rehearsal Breaks with Orchestra 104
 - d. Breaks Between Rehearsals..... 104
 - e. Calling of Rest Period and Breaks 105
- 9. Schedule Notification 105
 - a. Chorus Master Schedule 105
 - b. Bi-Weekly Schedule 105
 - c. Schedule Changes/Cancellations 106
 - d. Early Dismissal 106
 - e. Canceled Rehearsals 106
 - f. Piano Musical Rehearsal with Conductor 107
 - g. Definition of Notification 107
- 10. Rehearsal Limitation 107
 - a. Non-Performance Day 107
 - b. Performance Day 107
 - c. Two Performance Day..... 107
 - d. Music-Only Rehearsal 107
 - e. Onstage Rehearsal 107
 - f. Nine hour Maximum..... 107
 - g. Maximum Hours in a Week..... 107
 - h. Costume Fittings 107
 - i. Opening Night Performances..... 108
 - j. Evening Rehearsals 108
 - k. Rehearsals for the Following Contract Year 108
- 11. 12:00 Midnight Limitation..... 108
- 12. Rehearsals with Costume and Makeup..... 108
 - a. Undressing Time Compensation for Regular and Extra Choristers 108
- 13. Dismissal from Rehearsal 108
- 14. Chorus Bit Roles and Mute Role Rehearsals 109

B. Rehearsal During Performance Period 109

- 1. Notes Sessions..... 109
- 2. Rehearsal Following a Matinee 109

TABLE OF CONTENTS

3. Runthrough Rehearsal	109
4. Acoustical Rehearsal	109
5. Rehearsal Following a Backstage Performance.....	110
6. Announcement of Changes in Rehearsal Procedure.....	110
IV.9. COMPENSATION	110
A. Regular Chorus Compensation	110
1. Definitions	110
a. Staging/Performance Weeks	110
b. Music Rehearsal Weeks	110
c. Overtime	110
d. Costume Fittings	110
2. Compensation	110
a. Regular Chorister Compensation Guarantee	110
b. Regular Chorister Minimum Weekly Compensation	111
c. Regular Chorister Years of Service	111
d. Regular Chorister Seniority Pay	111
e. Regular Chorister Extra Fee	111
f. Fee Waiver.....	112
g. Compensation for Regular Choristers in Contract Years 2020-21, 2021-22, 2022-23, 2023-24	112
B. Rehearsal Compensation.....	113
1. Chorister Hourly Rehearsal Compensation	113
2. Overtime Compensation	113
3. Special Overtime	113
4. Free Day Compensation	114
a. Rehearsal on Free Day	114
b. Performance Call-In or Stand-By on Free Day	114
c. Free Day Overtime Compensation	114
5. Restricted Overtime Payments	114
C. Chorister on a Per-Performance Basis.....	115
1. Performance Calculation	115
2. Overtime Calculation	115
D. Solo Roles	115
1. Leading or Featured Roles.....	115
2. Supporting Roles	115
3. Solo-Bit Roles	115
E. Other Compensation	116
1. Two (2) Performances in One (1) Day	116
2. Vacation Pay.....	116
3. Cover Fee	116
4. Chorus Bit Roles and Mute Roles	116
5. Body Makeup	117
6. Vocal Maintenance	117

TABLE OF CONTENTS

IV.10. CHORUS CONCERTS 117

IV.11. CHORUS MASTER 117

ARTICLE V. DANCERS 118

V.1. GENERAL PROVISIONS 118

 A. Definitions 118

 1. Dancer 118

 2. Solo Dancer 118

 3. Child Dancer 118

 4. Dance Captain 118

 5. Corps de Ballet 118

 6. Resident Corps 118

 7. Year of Employment..... 119

 8. Warm-Up..... 119

 9. Brush-Up Rehearsal..... 119

 10. Class 119

 11. Performance of More Than One (1) Opera 119

 B. General Requirements 119

 1. Assignments 119

 2. Doubling 120

 3. Covering 120

 4. Heavy Lifting..... 121

 5. Hours and Performances in a Week..... 121

 6. Additional Performances..... 122

 a. Three (3) or Fewer Performances 122

 b. Four (4) or More Performances 122

 7. Program Listing 122

 8. Reasonable Rules and Regulations..... 122

 9. Dance Master 122

V.2. GUARANTEED WEEKS 122

 A. Employment Guarantee 122

 1. Nine Regular Dancers 122

 2. Replacement of Dancers 123

 3. Acceptance of Work 123

 4. Preliminary Meeting..... 123

 5. Letters of Reengagement 123

 B. Reengagement 123

 C. Procedure for Filling Vacant Tenured Position..... 124

 D. Dancer Utilization..... 124

TABLE OF CONTENTS

V.3. TRAINING PROGRAM 124

- A. Training Program Process..... 124
- B. Right to Appeal..... 126

V.4. GENERAL AUDITIONS 127

V.5. LEAVES OF ABSENCE 128

- A. Sick Leaves..... 128
- B. Leaves of Absence and Maternity Leave 129
- C. Family Leave 130
- D. Bereavement Leave..... 130
- E. Personal Leave 130
- F. Long Term Disability 131
- G. Years of Employment 131

V.6. REHEARSALS..... 131

- A. General Clauses Applicable to Rehearsal Period and Performance Periods 131
 - 1. Minimum Call 131
 - 2. Rest Period 132
 - a. “Dancer Only” Rehearsal Breaks..... 132
 - b. Staging Rehearsal Breaks with Piano 133
 - c. Postponement of Staging Rehearsal Breaks with Piano 133
 - d. Coordinating Dancer Breaks 133
 - e. Rehearsal Breaks with Orchestra 134
 - f. Rehearsal Length and Breaks..... 134
 - g. Rest Periods 134
 - h. Recall After Dismissal – One Hour Minimum..... 134
 - i. Twelve (12) Hour Rest Period 134
 - j. Travel Time – Rest Period 134
 - 3. Pointe Shoes..... 134
 - 4. Ballet Slippers..... 135
 - 5. Costumes and Props..... 135
 - 6. Dressing Rooms..... 135
 - 7. Dressing Time Allowance 135
 - 8. Undressing Time..... 135
 - 9. Fitting and Photo Time..... 136
 - 10. Free Day 136
 - 11. Rehearsal Schedule 136
 - a. Posting 136
 - b. Starting Time Moved 137
 - c. Canceled Rehearsal 137
 - d. Definition of Notice..... 137
 - e. Change of Start and End Date..... 137
 - f. Change of Free Day..... 137
 - 12. Dancing Full Out..... 137

TABLE OF CONTENTS

B. Rehearsal Period – Maximum Hours Per Week and Per Day 138

C. Rehearsals During Performance Weeks 138

 1. Maximum Hours Per Day 138

 a. Performance Day - Ballet 138

 b. Performance Day - Opera 138

 c. Non-Performance Day..... 138

 2. Sunday Rehearsal 138

 3. Rehearsal on Friday After Thanksgiving 138

 4. Final Dress Rehearsal 139

 5. Class 139

V.7. PERFORMANCE REGULATIONS 139

 A. Call Time 139

 B. Rest Before Performance 139

 C. Warm-Up Space..... 139

 D. Brush-Up Rehearsal..... 139

 1. Brush-Up After Call Time..... 139

 2. Brush-Up Prior to One (1) Hours Before Curtain..... 140

 E. Performance Notes..... 140

V.8. COMPENSATION 141

 A. Basic Compensation 141

 1. Weekly Compensation 141

 2. Performance Period Compensation 141

 a. Minimum Weekly Compensation 141

 b. Compensation for Assignment as Solo Dancer 141

 c. Two (2) Performances in One (1) Day 142

 d. Covers 142

 e. Overtime 142

 f. Dance Captain..... 142

 3. Fee Waiver 143

 4. Contract Year 2020-21 (CY20), Contract Year 2021-22 (CY21), Contract Year 2022-23 (CY22) & Contract Year 2023-24 (CY23)..... 143

 B. Other Compensation 144

 1. Free Day Compensation 144

 a. Rehearsal on Free Day 144

 b. Performance on Free Day 144

 c. No Stand-By or Call-In 145

 2. Undressing Time..... 145

 3. Body Make-Up..... 145

 4. “Dancer Only” Rehearsals Before 12 Noon..... 145

 5. Heavy Lifting..... 145

 6. Work After Midnight 145

TABLE OF CONTENTS

7. Utterances..... 145

8. Housing Stipend 146

ARTICLE VI. EXECUTION OF AGREEMENT..... 147

VI.1. NO DISCRIMINATION FOR AGMA ACTIVITIES 147

VI.2. WARRANTY AND REPRESENTATION OF AUTHORITY 147

ADDENDUM A. INDIVIDUAL CONTRACT EXAMPLE: CHORISTER AND DANCER 148

ADDENDUM B. INDIVIDUAL CONTRACT EXAMPLE: PRINCIPAL ARTIST 152

ADDENDUM C. INDIVIDUAL CONTRACT EXAMPLE: PRODUCTION STAFF 157

ADDENDUM D. HEALTH AND SAFETY REGULATIONS 161

ADDENDUM E. LETTER OF RE-ENGAGEMENT 169

ADDENDUM F. NECKLINE GRAPHICS 170

ADDENDUM G. SAMPLE PRINCIPAL ARTIST BREAKDOWN OF FEES 172

ADDENDUM H. SAMPLE PRINCIPAL COMPENSATION EXPLANATION 173

ADDENDUM I. LIST OF PRODUCTION STAFF COVERED UNDER SECTION III.8.A.3..... 174

SIDE LETTER A. ADLER FELLOWS PARTICIPATION LIST 175

SIDE LETTER B. VIDEO ASSISTANT DIRECTOR 177

SIDE LETTER C. PRO BONO PERFORMANCE BY PRINCIPALS 179

SIDE LETTER D. AGREEMENT CONCERNING FOREIGN ARTIST GRIEVANCE PROCEDURES 180

SIDE LETTER E. USE OF LIQUID NITROGEN 182

SIDE LETTER F. PLAN B TRANSFER 183

SIDE LETTER G. ENHANCED CHORUS RETIREMENT BONUS 184

SIDE LETTER H. REGULAR CHORUS SIZE 185

SIDE LETTER I. CHORISTER ATTIRE FOR WILSEY ENGAGEMENTS..... 186

SIDE LETTER J. DIVERSITY, EQUITY AND INCLUSION 187

SIDE LETTER K. AGMA HEALTH FUND PLAN A AND PLAN A1..... 188

INDEX 190

SAN FRANCISCO OPERA ASSOCIATION
and
AMERICAN GUILD OF MUSICAL ARTISTS

BASIC AGREEMENT

Terms and Conditions

March 1, 2020 - February 29, 2024

AGREEMENT made, executed and delivered in the City and County of San Francisco, State of California, this first day of March 2020 by and between the AMERICAN GUILD OF MUSICAL ARTISTS, INC., a membership corporation organized and existing under and by virtue of the laws of the State of New York, and having its principal office at 1430 Broadway, New York, New York 10018 (hereinafter called "AGMA") and SAN FRANCISCO OPERA ASSOCIATION, having its principal place of business at the War Memorial Opera House, San Francisco, California 94102 (hereinafter called "ASSOCIATION").

ARTICLE I: GENERAL PROVISIONS

I.1. TITLE OF AGREEMENT: SUCCESSORS AND ASSIGNS

This Collective Bargaining Agreement (CBA) shall be known as the "Basic Agreement" and shall be binding upon and shall insure to the benefit of the signatories hereto and their successors and assigns. The ASSOCIATION further agrees that this CBA or a separately negotiated CBA with AGMA shall be binding upon any and all subsidiary or affiliated companies of the ASSOCIATION engaged in the production of Opera, Concerts, Concert Reviews, Ballets, Recitals, Oratorios, or any other performances within AGMA's jurisdiction.

I.2. TERM OF AGREEMENT

The term of this CBA covering rehearsal and performance periods shall be effective for the period from March 1, 2020 - February 29, 2024. It is the intent of both parties to finalize a new contract prior to the expiration date of the existing contract. In furtherance of this goal, parties agree to use their best efforts to begin negotiations in June of the year prior to the contract expiration date.

I.3. AGMA RECOGNIZED

The ASSOCIATION hereby recognizes AGMA as the exclusive collective bargaining agent for all solo singers, solo dancers, actors, narrators, covers for these artists, choreographers, stage directors, (hereinafter referred to as "PRINCIPALS"), stage managers, assistant stage directors, assistant stage managers and dance masters, (hereinafter referred to as PRODUCTION STAFF) and all Corps de Ballet Dancers (hereinafter referred to as "DANCERS"), and all chorus singers (hereinafter referred to as "CHORISTERS") and all hereinafter referred to collectively as "ARTISTS," employed by the ASSOCIATION. The ASSOCIATION agrees that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

I.4. SCOPE OF AGREEMENT

The ASSOCIATION agrees that the provisions of this CBA shall apply to and insure to the benefit of all ARTISTS employed by the ASSOCIATION, or by affiliates or subsidiaries of the ASSOCIATION, or directly or indirectly through agents or independent contractors employed by the ASSOCIATION, except where other AGMA Agreements have been negotiated to cover such work.

I.5. AGMA SHOP

The ASSOCIATION agrees that during the terms of this CBA, all ARTISTS employed by the ASSOCIATION shall be members of AGMA in good standing or will become members of AGMA within thirty (30) days after becoming an employee.

I.6. AGMA MEMBERSHIP

AGMA agrees that it will accept as a member of AGMA any ARTIST that the ASSOCIATION wishes to employ (subject to the provisions of the present Constitution, By-Laws, Rules and Regulations of AGMA or as hereafter amended) with the exception of persons not eligible for membership because of suspension or expulsion from AGMA or its affiliated organizations in the Associated Actors and Artists of America.

I.7. DUES DEDUCTIONS

Working dues payable to AGMA by ARTISTS shall be deducted from the compensation of ARTISTS and shall be paid by the ASSOCIATION to AGMA. When payments are made to AGMA, the ASSOCIATION shall state to AGMA and ARTIST the specific amounts for working dues required by AGMA to be deducted. No other

ARTICLE I: GENERAL PROVISIONS

deduction whatever shall be made from the compensation of ARTISTS except such taxes or withholdings as are required by law or deductions expressly approved by ARTIST.

I.8. AGMA REPRESENTATIVE: ADMISSION TO PREMISES

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

I.9. WORKERS' COMPENSATION INSURANCE

The ASSOCIATION must carry, at its expense, adequate Workers' Compensation Insurance, securing to all ARTISTS, wherever they may work for the ASSOCIATION, compensation for disability or death from injury arising out of and in the course of their employment without regard to fault as to the cause of the injury, except that there shall be no liability for compensation when the injury has been solely occasioned by intoxication of the injured ARTIST while on duty, or by willful intention of the injured ARTIST to bring about the injury or death of themselves or another. Upon request of AGMA, the ASSOCIATION shall disclose to AGMA evidence of the ASSOCIATION's compliance with the provisions of this paragraph.

I.10. RETIREMENT FUND

- A. The ASSOCIATION shall make Retirement Fund contributions in the percentage amounts of the minimum scale compensation for rehearsal and performance in the contract year beginning March 1 of the designated year of ARTISTS as outlined herein:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
10%	10%	10%	10%

The anticipated amount so contributed for each PRINCIPAL shall be reflected in the AGMA breakdown of compensation, per diem, and benefits that accompanies the Standard Principal's Agreement (Addendum B) in accordance with Article II.1.B.

- B. Contributions to the AGMA Retirement Fund shall be in addition to the total weekly or per performance fee, which includes all rehearsal pay, performance pay and per diem payments, and shall not be deducted from overscale.
- C. The ASSOCIATION acknowledges that this Collective Bargaining Agreement provides for a jointly administered labor-management Retirement Fund meeting the requirements of Section 302-C of the Labor Management Relations Act, as amended. The ASSOCIATION agrees to execute the Agreement and the Declaration of Trust establishing the Retirement Fund and to be bound by the Rules and Regulations established by the Trustees of said Retirement Fund now or hereafter adopted. It is expressly understood that the Retirement Fund will at all times be maintained as a tax exempt trust fund enabling the ASSOCIATION to deduct its contributions to the Fund in accordance with the applicable provisions of the Internal Revenue Code.

I.11. HEALTH FUND AND SUPPLEMENTAL HEALTH BENEFITS

A. Principals

- 1. The ASSOCIATION shall contribute to the AGMA Health Fund Plan A an amount sufficient to maintain individual coverage for all PRINCIPALS employed on a weekly basis of twelve (12) or more consecutive weeks within a contract year. For all covered PRINCIPALS payment shall be made commencing in the month of first employment and shall continue for twelve (12) consecutive months from the date of first employment. If PRINCIPAL does not fulfill the qualifying period

ARTICLE I: GENERAL PROVISIONS

required for this coverage, payments will cease upon termination of his contract.

- 2. For all PRINCIPALS employed on a weekly basis who are not covered under Article I.11.A.1 above, and for all PRINCIPALS employed on a Per-Performance basis, the ASSOCIATION shall contribute monthly to the AGMA Health Plan B or SF City Option (as applicable) the higher of the following amounts outlined in a. and b. below:

- a. The following amounts per-performance, up to a maximum of ten (10) performances per production for which the PRINCIPAL is contracted, for the year indicated:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$110.21	\$112.41	\$114.66	\$116.96

- b. An amount equal to five percent (5%) of the first Thirty-Five Thousand Dollars (\$35,000) of the gross compensation paid to PRINCIPAL per production for which PRINCIPAL is contracted, not to exceed One Thousand Seven Hundred Fifty Dollars (\$1,750) per production in any contract year. ASSOCIATION will divert this five percent (5%) contribution to be paid to SF City Option according to the San Francisco Healthcare Security Ordinance (“SFHSO”) and subject to applicable law. Timing of payments to SFHSO shall be in accordance with past payment schedules to Plan B, unless mutually agreed otherwise by AGMA and the ASSOCIATION.
- 3. The anticipated amount so contributed for each PRINCIPAL shall be as reflected in the AGMA breakdown of compensation, per diem, and benefits that accompanies the Standard Principal’s Agreement (Addendum B) in accordance with the terms of Article II.1.B.
 - 4. Any PRINCIPAL entitled to coverage under the AGMA Health Fund Plan A may elect instead, upon appropriate notice to the AGMA Welfare Fund and the ASSOCIATION, to participate in the Medical Reimbursement Program provided under AGMA Health Fund Plan B. Upon such election by any PRINCIPAL, the ASSOCIATION shall make monthly payment to the PRINCIPAL’s AGMA Health Fund Plan B in an amount no less than that required for AGMA Health Fund Plan A.
 - 5. The amounts accumulated in PRINCIPAL’s Individual Account in AGMA Health Fund Plan B shall be available for PRINCIPAL’s use in the payment of health insurance or supplemental benefits premiums or actual expenses for themselves and any dependents for which PRINCIPAL requires reimbursement to the extent allowed by the AGMA Health Fund Plan B.
 - 6. Contributions to the AGMA Health Fund Plan A, Plan B, or SF City Option shall be in addition to the total weekly or per performance fee, which includes all rehearsal pay, performance pay and per diem payments, and shall not be deducted from overscale.

B. Regular CHORISTERS, Guaranteed Auxiliary CHORISTERS, Guaranteed Corps de Ballet DANCERS, and PRODUCTION STAFF

- 1. The ASSOCIATION shall contribute to the AGMA Health Fund Plan A an amount sufficient to maintain individual coverage for all Regular CHORISTERS, any Guaranteed Auxiliary CHORISTERS, and a minimum of nine (9) Corps de Ballet DANCERS inclusive of those who are Tenured; and for all PRODUCTION STAFF employed on a basis of twelve (12) or more weeks within a contract year, at least four of which are consecutive. For all covered ARTISTS payment shall be made commencing in the month of first employment and shall continue for twelve (12) consecutive months from the date of first employment. If ARTIST does not fulfill qualifying period required for this coverage, payments will cease upon termination of his contract. Said amount may be adjusted as necessary to maintain the level of coverage. Non-Tenured Corps de Ballet DANCERS shall be allotted such Plan A coverage in the following order of priority: first, those hired for the highest number of weeks

ARTICLE I: GENERAL PROVISIONS

during a contract year; and then, if the number of weeks among DANCERS is equal, a DANCER who received Plan A coverage for the previous contract year and who has accepted all work offered in the following year shall be given coverage. In the absence of such a DANCER, if the number of weeks amongst Non-Tenured DANCERS is equal, coverage shall be awarded according to seniority. The type of Health coverage provided shall be specified in such DANCERS' offer of employment.

2. In addition to the foregoing payments to the AGMA Health Fund Plan A (or Plan B, if elected by any ARTIST in lieu of Plan A), the ASSOCIATION shall contribute to AGMA Health Fund Plan B an amount of \$250 for each month that ARTIST is eligible for Plan A coverage. This payment shall be for the ARTIST's use in payment of health insurance or supplemental benefits' premiums or actual expenses for themselves and any dependents for which the ARTIST requires reimbursement to the extent allowed by AGMA Health Fund Plan B.
3. Any ARTIST entitled to coverage under the AGMA Health Fund Plan A may elect instead, upon appropriate notice to the AGMA Welfare Fund and the ASSOCIATION, to participate in the Medical Reimbursement Program provided under AGMA Health Fund Plan B. Upon such election by any ARTIST, the ASSOCIATION shall make monthly payment (outlined in 1. and 2 above) to the ARTISTS' AGMA Health Fund Plan B in an amount equivalent to that required for AGMA Health Fund Plan A (in addition to 2 above).
4. For those ARTISTS eligible for Plan A coverage under Article I.11.B, Plan B contributions under the Agreement may now be directed to San Francisco's City Option Medical Reimbursement Account (MRA) at the ARTIST's election, with such contributions per I.11.B.2. The details of this provision and the determination of whether Plan A funds currently directed to Plan B could also be directed to the City Option's MRA, are to be determined based on further discussion with the AGMA Health Plan and subject to legal compliance.

C. Extra CHORISTERS and Each Corps de Ballet DANCER in addition to nine (9) Corps De Ballet DANCERS; and PRODUCTION STAFF

The ASSOCIATION shall contribute monthly to SF City Option, according to the San Francisco Healthcare Security Ordinance ("SFHSO") and subject to applicable law, an amount equal to five percent (5%) of the gross compensation paid to Extra CHORISTERS and DANCERS other than the nine (9) Guaranteed DANCERS covered in Article I.11.B above; and for all PRODUCTION STAFF employed on a basis of fewer than twelve (12) weeks within a contract year (previously contributed to AGMA Health Fund Plan B). Timing of payments to SFHSO shall be in accordance with past payment schedules to Plan B, unless mutually agreed otherwise by AGMA and the ASSOCIATION.

D. Dental and Vision Coverage

The ASSOCIATION shall provide dental coverage, vision coverage or both for any ARTIST covered under Article I.11.B above if an ARTIST so elects. In that event, the ASSOCIATION shall make the actual payment for such dental coverage, vision coverage, or both, and shall pay the balance due monthly under Article I.11.B.2 above to the AGMA Health Fund Plan B on behalf of such ARTIST. The ASSOCIATION shall report monthly to the AGMA Health Fund any amounts paid for dental coverage, vision coverage, or both.

E. Provisions Applicable to Artists on Leave

1. With regard to Tenured Regular CHORISTERS and Tenured Corps de Ballet DANCERS on a leave of absence, the ASSOCIATION shall make all contributions required under Articles I.11.B.1 and I.11.B.2 above for the duration of the leave of absence unless Article I.11.E.2 is applicable. With regard to ARTISTS who are engaged to substitute for ARTISTS on a leave of absence, the ASSOCIATION shall make contributions to the AGMA Health Fund Plan B on the same basis as set forth in Article I.11.C

above.

2. Benefits are only provided by ASSOCIATION to an ARTIST on long-term leave if that ARTIST is not eligible for any benefits from employment taken elsewhere during Opera weeks. If an ARTIST is eligible for benefits from employment taken elsewhere during Opera weeks, no benefits are provided from the ASSOCIATION to the ARTIST for that whole contract year.

F. Definition of AGMA Health Fund Plan A

For purposes of Article I.11, the term "AGMA Health Fund Plan A" shall describe the AGMA Health Fund Plan presently entailing Aetna US Healthcare Insurance coverage, as set forth in Article I.11 of the Basic Agreement and more fully described in the AGMA Health Fund Plan A documents, for which health coverage Plan carriers, policies, terms, and provisions may be amended by the Trustees of the AGMA Health Funds.

G. Payment schedule for AGMA Health Fund Plan A

The ASSOCIATION agrees to contribute the premiums for Individual Coverage to AGMA Health Fund Plan A, in accordance with the provisions of Article I.11, for the benefit of all ARTISTS eligible for AGMA Health Fund Plan A coverage. These premium payments shall be paid to the AGMA Health Fund Plan A, Account #1, no later than the fifteenth (15th) day of each month. If payment is not received by such due date, the payment shall be subject to interest calculated at the rate of two percent (2%) above the Prime Lending Rate of the bank of the Health Funds, prorated daily from the date payment was due through date it was received

H. Cadillac Tax

The parties mutually recognize that an excise tax on high-cost health plans that is part of the Affordable Care Act (ACA) is, as of the date of this Agreement, scheduled to become effective during calendar 2020. In the event this excise tax provision of the ACA actually takes effect, and changes the total cost of providing healthcare coverage to ARTISTS, the parties agree to meet and discuss possible adjustments or remedies to recognize the impact of the Cadillac tax.

I. Plan B Transfer

For AGMA Health Fund and Supplemental Health Benefits as they relate to Plan B payments and the Affordable Care Act ("ACA"), reference Side Letter F.

J. FSA Participation

The ASSOCIATION will work with AGMA to facilitate eligible ARTIST participation (initially, eligible Regular Production Staff, Regular Dancers, and Tenured Choristers) in ASSOCIATION's FSA plan to the extent feasible for the ASSOCIATION, with the understanding that the ASSOCIATION will determine feasibility on a case by case basis and such feasibility is subject to change.

I.12. SEVERANCE PAY

Any tenured CHORISTER or DANCER whose employment is terminated (except for just cause) prior to retirement shall receive a severance payment in an amount equal to one hundred per cent (100%) of the individual's final weekly salary multiplied by the individual's number of years or service.

Note: This terminated individual will also receive priority consideration for any proposal submitted under the Career Transition section of this CBA.

I.13. RETIREMENT BONUS

- A. Tenured Regular CHORISTERS who retire after either twenty (20) years of service or at the age of sixty (60) or older shall receive a retirement bonus calculated at sixty percent (60%) of the individual's final weekly salary times the individual's years of service.
- B. Tenured DANCERS who retire after either twelve (12) years of service or at the age of (40) or older shall receive a retirement bonus calculated at sixty percent (60%) of the individual's final weekly salary times the individual's years of service.
- C. PRODUCTION STAFF who retire either after twenty (20) years of consecutive service or at the age of sixty (60) or older shall receive a retirement bonus calculated at sixty percent (60%) of the individual's final weekly salary times the individual's years of service. Consecutive years of service shall not be broken by one year off, or less, due to leave of absence, illness, accident or pregnancy.
 - 1. For the term of this Agreement only (2020-2024): Retirement Bonus set forth in Article I.13.C above will be available to any PRODUCTION STAFF member with fifteen (15) or more years of service.
- D. For the term of this Agreement, the Retirement Bonus shall be governed per Side Letter G.

I.14. CAREER TRANSITION

- A. The ASSOCIATION will maintain a Career Transition Program for the benefit of ARTISTS who desire training for other careers. This program will be maintained through payments from the ASSOCIATION as well as ARTISTS. All ARTISTS who contribute will be eligible to participate in the program; however, certain ARTISTS will be given preferential consideration.
- B. It is agreed that the ASSOCIATION will set up a Fund to be known as "The SFO/AGMA Career Transition Fund." It is further agreed that for each Tenured CHORISTER, Tenured DANCER, and upon engagement for a third (3rd) year of employment within four (4) years, PRODUCTION STAFF, a Fifty Dollar (\$50.00) annual contribution shall be deducted from compensation due to each member by the ASSOCIATION and placed in such Fund. This contribution shall be tax deductible to the extent allowed by law. The ASSOCIATION shall contribute One Thousand Five Hundred Dollars (\$1,500) per year of this contract to the Fund. The ASSOCIATION need not make this contribution for any contract year in which the Fund exceeds Thirty Thousand Dollars (\$30,000) prior to contributions made by the ARTISTS that contract year. This Fund will accept additional contributions.
- C. The "Career Transition Fund" shall be a Fund established for the purpose of enhancing the efforts of the ASSOCIATION to assist San Francisco Opera CHORISTERS, DANCERS and PRODUCTION STAFF in making a career transition. The ASSOCIATION shall be responsible for the administration of the Fund.
- D. The Career Transition Fund shall be awarded by a Career Transition Committee comprised of six (6) Committee members consisting of two (2) Employer's members, who shall be designated by the Chief Operating Officer, and three (3) committee members designated by AGMA, consisting of one (1) CHORISTER and one (1) DANCER and one (1) PRODUCTION STAFF member and the San Francisco Area Representative for AGMA.
- E. The Committee shall meet annually to review the administration of the Fund and to consider and vote on all funding applications. The Committee shall act by majority vote in all matters. The said rules and regulations shall provide, in the discretion of the Committee, for alternative committee members to serve in place or instead of a committee member in the event of death, disability, resignation or conflict of interest.
- F. In addition, the ASSOCIATION shall make available a list of resource libraries for all employees seeking career transition information.
- G. Grant application guidelines and forms shall be easily accessible to ARTISTS.

I.15. TIME OF PAYMENT

- A. Subject to any special arrangements that may be agreed upon between AGMA and the ASSOCIATION, all ARTISTS except Per-Performance PRINCIPALS shall be paid no later than the fourth day following the completion of the previous week's employment.
- B. Per-Performance PRINCIPALS shall be paid their performance fees no later than the last intermission of each individual performance for which they have been engaged unless ARTIST has agreed to be paid weekly for the purpose of obtaining direct deposit pursuant to Article I.15.F below.
- C. Rehearsal, overtime, per-diem and penalty pay shall be calculated and defined separately and in addition to the contracted Per Performance fee, and shall be paid no later than the end of the applicable work week.
- D. For the convenience of the ASSOCIATION, such additional pay may be included in the same check as a Per-Performance ARTIST's performance fee as long as the amount is in addition to the contracted performance fee and the check stub clearly defines each separate and additional payment.
- E. Per Diem payments to Per-Performance ARTISTS shall be made available on the first day of employment or on a weekly pro-rata basis to be distributed at the beginning of each week.
- F. All AGMA ARTISTS will be given the option of Direct Deposit. For PRINCIPALS, this option will only be available for ARTISTS who agree to be paid on a weekly basis.

I.16. PAYMENT IN LEGAL TENDER

All payments required to be made by the ASSOCIATION to ARTISTS shall be in legal tender of the United States, irrespective of whether or not any performances are rendered outside of the United States.

I.17. MINIMUM TERMS: NON-WAIVER OF RIGHTS

- A. The ASSOCIATION agrees that the minimum terms and conditions governing the employment of ARTISTS by the ASSOCIATION are those contained herein, and the ASSOCIATION further agrees that it will not enter into any contract with or employ ARTISTS upon any terms and conditions less favorable to ARTISTS than those set forth herein.
- B. The ASSOCIATION agrees that no waiver by an ARTIST of this provision of this CBA or any contract between any ARTIST and the ASSOCIATION shall be requested by the ASSOCIATION or be effective unless the written consent of AGMA to the making of such request or such waiver is first had and obtained, and the ASSOCIATION further agrees that nothing in this CBA shall be deemed to prevent any ARTIST from negotiating for or obtaining better terms than the minimum terms provided for herein.
- C. In any case, however, no agreement or contract between the ASSOCIATION and any ARTIST, whether or not such agreement or contract contains such better terms, shall be binding upon the ARTIST unless such agreement or contract is in writing and approved by AGMA in writing. If AGMA has not approved or disapproved in writing an agreement or contract within a reasonable period of time after receipt, AGMA shall be deemed to have approved such agreement or contract.
- D. The ASSOCIATION agrees that no AGMA member will be solicited or required to make any payments or contributions of any kind or nature whatsoever, or to have such payments or contributions made by any other person, firm, or corporation, to or for the benefit of the ASSOCIATION, or anyone else, in order to acquire or continue employment by the ASSOCIATION or as a condition of acquiring or continuing such employment or any preferment in such employment, and the ASSOCIATION agrees that it will not accept or receive any such payment or contributions.

ARTICLE I: GENERAL PROVISIONS

- E. The failure of AGMA, ARTIST or ASSOCIATION to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies they may have and shall not be deemed a waiver of any subsequent breach or default on the part of any party hereto.

I.18. PERSONAL REPRESENTATIVES

- A. No officer, director, employee or agent of the ASSOCIATION and no person who occupies the relationship of independent contractor to the ASSOCIATION shall act as manager, agent or personal representative of any member of AGMA. No person who either occupies a paid supervisory or paid executive position with the ASSOCIATION or receives compensation from the ASSOCIATION and participates in the engaging, casting or discharging of ARTISTS shall receive, either directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from the ARTIST. Nothing contained herein shall preclude such person from providing coaching, training, direction or accompaniment at the expense of the ASSOCIATION.
- B. The ASSOCIATION shall be responsible for enforcing compliance with this section. Within ten (10) days after notice is given by AGMA to the ASSOCIATION of any violation of this section, the ASSOCIATION shall correct such violation. If the ASSOCIATION shall fail to correct such violation within such time, then the ASSOCIATION shall be deemed to have committed a material and substantial breach of this contract.

I.19. INDIVIDUAL CONTRACTS

A. Artist's Consent Necessary for Assignment

The ASSOCIATION agrees that individual contracts of employment between the ASSOCIATION and ARTISTS may not be assigned or transferred to an individual or corporation, unless the written consent of AGMA and the ARTIST concerned shall have been endorsed on the face of the contract. Any transfer or assignment thereof of such contract without such written consent shall be deemed void.

B. Contract Required

No ARTIST may take part in any performance or rehearsal without first signing an individual ARTIST's contract. Each individual contract shall include, without limitation, the beginning and ending dates of employment of the ARTIST and the amount of compensation to be paid to the ARTIST.

Electronic/digital signatures may be utilized as an approved method of signature for all individual contracts made under this Agreement, provided such signatures are collected through a recognized digital signature program, e.g. EchoSign, DocuSign, etc.

C. Standard Form

1. All contracts and agreements made by the ASSOCIATION with any ARTIST employed under this CBA shall conform in every respect to all the provisions of this CBA and shall be executed in triplicate, one copy for ARTIST, one for the ASSOCIATION and one for AGMA. AGMA's copy shall be kept confidential by AGMA and available only:
 - a. for AGMA's routine and necessary use; or
 - b. when a dispute arises under the contract.
2. ADDENDUM A below, ADDENDUM B, and ADDENDUM C attached hereto are respectively the "Standard Chorister's and Standard Dancer's Agreement," "Standard Principal's Agreement", and "Standard Production Staff Agreement" provided by AGMA and to be entered into by the ASSOCIATION for each PRINCIPAL, PRODUCTION STAFF, CHORISTER and DANCER subject to such additions thereto and modifications thereof as may be agreeable to the ARTIST and to AGMA but in no event inconsistent with

ARTICLE I: GENERAL PROVISIONS

this CBA and less favorable to the ARTIST. The "Standard Principal's Agreement" "Standard Production Staff Agreement." and the "Standard Chorister's and Standard Dancer's Agreement" shall be modified to conform to the provisions of this Basic Agreement.

D. Contract Validity

1. All contracts made by the ASSOCIATION with ARTIST which expire after February 29, 2020 (whether made before or after that date), shall be deemed subject to such new agreement as may be entered into between AGMA and the ASSOCIATION for the next or succeeding contract years, except that if the ASSOCIATION shall fail or refuse to enter into contractual relations with AGMA within six (6) months from the last mentioned date, then all such contracts may be terminated by the ARTIST or by AGMA.
2. It is further understood and agreed that the above shall be in conformity with Article I.2 of this CBA.

E. Clean-shaven Appearance

If the possibility exists that a clean-shaven appearance may be required for a particular opera, notice to this effect shall be made in ARTIST's employment offer and individual contract. In addition, at least fourteen (14) days' notice shall be given before such appearance is required.

F. Modesty Clause

The ASSOCIATION shall not require any PRINCIPAL ARTIST to appear nude unless the ASSOCIATION has notified the ARTIST before they have been contracted that they may be asked to appear nude. In all other circumstances, current practice shall prevail.

I.20. AMERICAN HIRES

PRODUCTION STAFF, CHORISTERS and DANCERS shall be US Citizens or permanent residents thereof. However, the ASSOCIATION may engage a foreign ASSISTANT DIRECTOR if necessary for a specific remount of a production done elsewhere for the purpose of assisting the DIRECTOR in the remount, provided a non-foreign ASSISTANT DIRECTOR is also engaged for the same production.

Issues with Article I.20 above remain unresolved in spite of these negotiations. Parties agree to continuing the conversation during the term of this contract, for the purpose of finding resolutions to the ASSOCIATION's concerns regarding this provision. Both parties reserve their positions on this issue.

I.21. PROGRAM CREDIT AND WEBSITE

- A. The ASSOCIATION agrees to list in all programs the names of all PRINCIPALS appearing in any opera performance of the ASSOCIATION. If PRINCIPAL's name is omitted from the program, an insert will be included in the program and posted in prominent locations in the lobbies. In the case of last-minute, emergency substitutions, an oral announcement will be made in advance and a written announcement will be posted in the lobbies in time for the next intermission or before the end of the performance, whichever comes first.
- B. Each PRINCIPAL COVER will be listed on the season roster unless PRINCIPAL requests otherwise.
- C. Each CHORISTER performing or covering a Solo role shall be so designated by an asterisk or similar indication on the chorus roster printed in the program booklet, provided such information is available at the time of printing.
- D. Program listings shall include any ARTIST who performs a Solo Bit role; or any ARTIST who performs any of the following roles:
 1. Solo singing or speaking role (including Chorus Bit role)

ARTICLE I: GENERAL PROVISIONS

2. Solo dance role (if designated as such when the program goes to press)
 3. Mute Role (as defined in Article 7077b.), provided such role portrays a separately recognizable and identifiable character.
- E. AGMA shall designate a representative who shall confer with the ASSOCIATION's Music Operations Department no later than thirty (30) days prior to the opening of each production, in order to identify any Chorus Bit roles, Solo dance roles, or Mute Roles that should be considered for program credit based on previous productions or known casting and staging requirements for the current production.
- F. The AGMA logo shall appear in the program booklet and website. Whenever a season ARTIST roster is included, the AGMA logo shall be placed with it.
- G. Names of all PRINCIPALS shall be listed on the website according to the timetable below or when they become known to ASSOCIATION, whichever is earlier.

Biographies of all PRINCIPALS shall be posted on the website, via a link to the other production information, provided that the PRINCIPAL or his authorized agent provides the ASSOCIATION with a biography in electronic form, and it is limited to 150 words or less, no later than two (2) months before the opening performance. The ASSOCIATION shall post the biography as soon after it is received as possible, but no later than two (2) weeks before the opening. If the biography is received less than two (2) months before the opening or is not limited to 150 words or less, the ASSOCIATION reserves the right not to post it on the website.

- H. AGMA may request access to still imagery from the ASSOCIATION productions for AGMA and the ASSOCIATION mutual publicity and promotional purposes on AGMA's website and/or social media (for the purposes of this concept, "AGMA" is in reference to the organization, rather than its individual members). Available still imagery will be supplied by the ASSOCIATION upon reasonable such requests made by an AGMA official to a designated SFO official. The ASSOCIATION will use its discretion as to which photos are made available. AGMA's use of imagery as described here will in all cases and at all times be accompanied by credits as supplied by the ASSOCIATION.

I.22. MECHANICAL AND ELECTRONIC REPRODUCTION

In addition to the electronic media provisions in Article I.23 below, AGMA agrees to permit the ASSOCIATION to record rehearsals and/or performances in audio and/or audio/visual formats for production review and archival purposes with the following conditions applicable to such uses only:

- A. The ASSOCIATION may make audio and/or audio/visual reproductions of any and all rehearsals and/or performances of San Francisco Opera for archival, reconstruction and study purposes.
- B. The ASSOCIATION may make available such recordings to Directors, conductors, designers, composers, choreographers and production and music/artistic staff. Neither video nor audio tapes may be duplicated while in the custody of such personnel, and must be returned to the ASSOCIATION within thirty (30) days following such use. Video or audio recordings will be used solely for archival purposes (unless falling under the provisions of Article I.23 below) and, in the case of video recordings only, to facilitate production revivals, rentals, and restagings, and may be viewed by ARTISTS for such purposes. However, neither video nor audio recordings shall be used for the evaluation of ARTISTS. Capture of any and all rehearsals and performances for archival production review purposes shall follow the requirements of this Article I.22 above. Material Captured and Released by the ASSOCIATION in tangible form (e.g. a DVD) under the terms of this provision shall bear a label with the following disclaimer: "This recording was created for the archival record of the production and in no way is intended to represent the creative or artistic talents of the Artists involved."
- C. The ASSOCIATION shall, upon request, provide PRINCIPAL ARTIST with up to three (3) minutes of video footage of his performance for use in self-promotion by the ARTIST. ARTIST may be charged a nominal processing fee should

ARTICLE I: GENERAL PROVISIONS

additional time be required to compile requested segments and shall abide by the ASSOCIATION's limited license agreement covering issues such as usage rights, ownership, crediting, etc.

- D. No public or commercial use will be made of such video or audio recordings unless in accordance with the provisions of Article I.23 below. The ASSOCIATION shall make all reasonable efforts to obtain prior written permission from ARTISTS or their estate for the commercial use of such recordings. Any ARTIST who has reason to believe that a video or audio tape has been misused shall inform the ASSOCIATION, and the ASSOCIATION shall investigate and take appropriate legal action if necessary.
- E. The ASSOCIATION shall include a notice in all AGMA ARTIST's individual contracts and in their "welcome packet" upon arrival for rehearsal that it is company policy to capture and record certain rehearsals and performances.
- F. The ASSOCIATION agrees to be responsible for the security and control of such recordings and if such recordings are used contrary to this CBA without adherence to Article I.23 below in a manner that could have been reasonably prevented by the ASSOCIATION, the ASSOCIATION will pay double the appropriate rate for such use.

I.23. ELECTRONIC MEDIA AGREEMENT

Where there is a conflict between this Article I.23 and other provisions in the Agreement this Article I.23 shall control.

Although the ASSOCIATION acknowledges that AGMA is the sole collective bargaining agent for all ARTISTS and PRODUCTION STAFF (hereinafter "ARTISTS") participating in Electronic Media Activity (hereinafter "EMA"), this Article I.23 sets forth the terms and conditions governing the Capture and Release of ARTISTS' voice and/or image via electronic media for opera and opera related activity, only insofar as the EMA material is Captured during the course of a live performance run (rehearsals and performances) of an opera or opera related activity, except that the terms and conditions for Capture and Use of material for archival purposes are covered in Article I.22 above. The terms and conditions for the Capture and Release of other product will be separately negotiated as such circumstances arise. In this CBA all recording, whether aural, visual, or audiovisual, shall be collectively referred to as Capture, and all broadcast, distribution, license, assignment, similar transfer or sale shall be collectively referred to as Release.

So long as the Capture is effected in accordance with the provisions of this CBA, such Capture may be effected by the ASSOCIATION itself or by a professional production team (e.g., recording company or television film crew) under the ASSOCIATION's supervision.

Except as set forth in this CBA, the ASSOCIATION shall not Capture or Release the voice and/or image of any ARTIST in any way whatsoever. For EMA which is not set forth in this Agreement or in the CBA, however, the ASSOCIATION shall notify AGMA of its intent. After such notice, and before the EMA begins, the ASSOCIATION and AGMA shall meet to negotiate the terms and conditions covering such EMA.

The ASSOCIATION shall make reasonable efforts to prevent, identify, and discourage unauthorized Capture or Release. But it is acknowledged that the ASSOCIATION shall not be held liable for misuse beyond its reasonable control.

A. RIGHTS GRANTED

The ASSOCIATION shall abide by the working conditions contained in the CBA and shall pay for EMA according to the rates provided for in this Article I.23 above. In consideration of the media payments made to ARTISTS as detailed herein, AGMA hereby grants the ASSOCIATION the right to undertake the media activity allowed by this Article I.23 and, in accordance with the terms and conditions herein, to exploit the results of such activity. It is understood and agreed that the rates set forth herein are minimum rates and are in addition to any compensation otherwise due pursuant to the CBA. Compensation earned under this Article I.23 cannot be credited against live-performance over-scale amounts but may be credited against an

ARTICLE I: GENERAL PROVISIONS

overscale media advance if so negotiated with ARTIST. In addition, material captured under the terms of this Article I.23 cannot be used against any ARTIST or PRODUCTION STAFF MEMBER in any disciplinary proceeding.

B. STANDARD ARTIST'S CONTRACT AND GENERAL NOTICE

1. All provisions of this section shall be specifically incorporated by reference into each Standard Artist's Contract or other ARTIST'S contract. For the purposes of this section, Standard Artist's Contract shall mean any contract in effect between the ASSOCIATION and any ARTIST. No ARTIST may take part in any Capture or Release under this EMA without first signing a Standard Principal's Agreement.
2. The following language in the Standard Principal's Agreement shall constitute general notice to PRINCIPAL of all AGMA-approved EMA covered by this Agreement and, if applicable, the CBA:

PLEASE TAKE NOTICE: By signing this contract, PRINCIPAL is agreeing to permit the capture and recording of voice and image of some rehearsal and performance activities and the release and distribution of such recordings for radio, educational and promotional uses, and non-commercial, SFO-controlled and protected streaming uses for which a user fee is not payable in accordance with the Collective Bargaining Agreement between AGMA and the San Francisco Opera Association. Any further uses shall require a signed media rider by PRINCIPAL unless this Standard Principal's Agreement is signed within 12 months of the first performance of this engagement, in which case the full terms of the media rider will be incorporated herein and deemed agreed to by PRINCIPAL. In such cases, PRINCIPALS must separately initial their acceptance of the standard media rider terms in the separate space provided. Please be certain that you are familiar with the minimum terms and conditions of the ASSOCIATION'S Collective Bargaining Agreement with AGMA.

3. By signing the Standard Principal's Agreement, and being made aware of EMA activity as per the paragraph above and, if required for certain forms of release, signing a separate media rider, PRINCIPAL shall have given consent to the EMA as set forth in this CBA.

C. SPECIFIC NOTICE REQUIREMENT

For EMA covered under the Promotional Uses Section (Article I.23.G) below, the ASSOCIATION shall give ARTISTS and AGMA written notice at the beginning of the rehearsal period detailing the nature and timing—to the extent such information is known—of any EMA that is anticipated to take place during the rehearsal and/or performance period. But in no case shall such EMA take place without such written notice being given at least forty-eight (48) hours before Capture begins. For Commercial Media EMA, the ASSOCIATION shall notify ARTISTS and AGMA as soon as possible, but in no case later than seven (7) days before Capture begins. This Article shall not apply in the circumstance of an archival recording (as described in the CBA, Article I.22) or in the case of a promotional opportunity which could not have been reasonably anticipated, in which case notice shall be given as soon as possible.

D. JOINT EMA COMMITTEE

A Joint EMA Committee, comprised of representatives of AGMA and the ASSOCIATION, shall meet periodically to keep updated on current and upcoming EMA as covered by this Agreement, to track trends in EMA around the world, and to discuss and explore possible future EMA projects or initiatives. AGMA will work to facilitate getting the information from these meetings to its members, but notice of EMA to the Joint EMA Committee shall not constitute notice to ARTIST. The ASSOCIATION agrees that it will invite the American Federation of Musicians to send representatives to participate in the Joint EMA Committee along with ARTISTS and the ASSOCIATION.

E. CANCELLATIONS

In the event an ARTIST's engagement is canceled by the ASSOCIATION except for the non-appearance of the ARTIST or Force Majeure, per Article I.34 of the CBA, the ASSOCIATION shall compensate such ARTIST in full for all applicable media payments including Initial Media Payments, Release Fees and Revenue Sharing payments.

F. HEALTH AND RETIREMENT

1. Health Fund:

The ASSOCIATION shall make AGMA Health Plan B contributions at the same percentage rate set forth in this CBA on all electronic media payments not including Revenue Sharing, on behalf of each ARTIST compensated under this Agreement. Contributions shall be in addition to, and removed from any limits on, AGMA Health Fund Plan B contributions earned under this CBA. Contributions shall be made no more than thirty (30) days after such payment is made.

2. Retirement Fund:

The ASSOCIATION shall make Retirement Fund contributions at the same percentage rate set forth in the CBA on all electronic media payments, not including Revenue Sharing, on behalf of each ARTIST compensated under this Agreement. Contribution shall be made no more than thirty (30) days after such payment is made.

G. PROMOTIONAL USES

For all ARTISTS who have a contract with the ASSOCIATION, promotional rights will be included as follows, with no monetary value assigned or credited for such rights against any media payments made:

1. Capture of all rehearsals and performances.
2. Capture and release of interviews with the ARTIST's advance permission.
3. Promotional use whether by the ASSOCIATION or an outside party affiliated with the ASSOCIATION shall be limited to 9 minutes, of which no more than 3 minutes can be continuous and with no scene, aria, chorus or dance sequence broadcast in its entirety.
4. Promotional use for a news station is limited to 5 minutes (with no one segment longer than 3 minutes) provided that no scene, aria, chorus or dance sequence is broadcast in its entirety. Up to 30 minutes can be provided to a news station, of which up to 5 minutes may be used.
5. OperaVision and Lobby Vision, to include the use of pre-recorded material if within the Opera House or a building otherwise utilized by the ASSOCIATION (for box office loops, press conferences etc.).
 - a. OperaVision may include ticketed access by people at home, allowing for the size of the Opera House audience to be maintained at full-house capacity (~3,200 plus up to 25% for a maximum of 4,000 tickets) even if everyone is not physically present. This provision will not trigger revenue sharing. There are no geographic limitations.
 - b. LobbyVision may include paid or free access into other spaces on the War Memorial campus including but not limited to the Atrium Theater and central Courtyard for alternate viewing experiences of live-relayed or archival ASSOCIATION content. This provision will not trigger revenue sharing.
 - c. OperaVision/LobbyVision and other media uses are not predicated on an origination from the War Memorial stage. They can originate from other venues.
6. The ASSOCIATION may provide a copy of a full title to a donor of \$25,000 or more in that same season. Donors of \$3,000 or more may receive excerpts of up to 9 minutes per opera with the 3 minute maximum segment not in effect for this purpose. If the Donor gift is in the form of a DVD, it will bear a digital watermark to prevent it from being copied.

ARTICLE I: GENERAL PROVISIONS

7. For a donation of \$100,000 or more in a season, a donor shall be entitled to unlimited streaming access of audio and audio-video material (live or archival) of SFO. Such access will be password-protected and not open to the general public. Said access will be valid for as long as the donor continues to donate at the \$100,000+ level.
8. Archival titles over thirty (30) years old shall be made available to donors of \$10,000 or more on a password protected streaming site.
9. A combination of up to 5 titles per year may be simulcast (live) or relayed (delayed), each of which may be shown in up to 3 locations in the Bay Area (not necessarily simultaneously if delayed), and of which up to 2 titles a year may be live. No admission fee shall be charged to the public. Location for screenings shall not include commercial movie cinemas. A fee may be charged to the presenters for the purpose of offsetting ASSOCIATION costs of the screening at the venue. Non-live relayed titles must be cleared for release in another audio/visual medium prior to release under this provision. However no participating union member shall be paid an additional fee for such screening beyond that paid to originally clear the title in an audio-visual format.
10. The ASSOCIATION may, once per year, stream a concert that was free to the public when live, provided that the stream is on the ASSOCIATION’s website and limited to one week of availability.
11. ARTISTS may participate in voluntary short-form recorded-at-home content (similar to that undertaken during the COVID 19 pandemic such as the Odes to Joy, I left my Heart in SF, etc), without additional payment of media fees. Participation in such activities will be voluntary, and these shall not be considered obligatory service calls. Participation will have no bearing on an Artist’s employment or standing. Upon mutual agreement between AGMA and ASSOCIATION, and on a case-by-case basis, content produced under this provision may be made available to third party distributors without additional payments due and is governed by an agreement between ASSOCIATION and said third party, which includes protections in the event of unauthorized uses.

H. MEDIA GUARANTEE AND INITIAL MEDIA PAYMENTS

1. The ASSOCIATION shall provide a Flexible Media Guarantee (FMG) (in lieu of the former ADP) to Regular CHORISTERS of the following amounts:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$6,086.20	\$6,207.92	\$6,332.08	\$6,458.72

The FMG will provide a flexible media structure for the ASSOCIATION against which projects are charged. This is an advance on media Release Fees, not an advance on revenue sharing, and payable at the end of each contract year by separate check unless mutually agreed otherwise by the ASSOCIATION and UNION.

2. Per production ARTISTS, including an ARTIST performing their Cover role, will receive an Initial Media Payment (IMP) within thirty (30) days after the end of the production per captured production in which they perform as follows:

- a. Extra CHORISTERS, DANCERS, Assistant Stage Managers:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$316.72	\$323.05	\$329.52	\$336.11

- b. PRINCIPAL ARTISTS, Stage Managers, Assistant Directors, and Dance Master:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$760.07	\$775.27	\$790.78	\$806.59

3. Both the Regular Chorus FMG and the per-production IMPs will include all promotional uses above (for which no monetary value shall be credited) and shall be pre-payments towards Release Fees for

ARTICLE I: GENERAL PROVISIONS

media projects. However, the FMG and IMPs shall not be used to make additional Audio CD payments as referenced in Article I.23.V.4 herein, or revenue participation payments. Should a project require additional payment (beyond the sum of unused payments made to that ARTIST while this agreement exists), such payment will be made at the time of release. Per-production ARTISTS will only have their account credited and/or receive additional compensation and revenue sharing for a project if they performed in one of the designated captures.

4. A per-production ARTIST hired for a one-off event that is captured (e.g. Opera in the Park) will receive the applicable radio broadcast payment at the time of capture which will cover radio and promotional uses. Any further uses will require the applicable payment.

I. RELEASE FEES

1. Projects can be stepped-up to certain additional uses for payment of the differential rate (see the charts in Articles I.23.T and I.23.U for step-up possibilities).
2. All ARTISTS paid an Audience Development Premium (ADP) during the 2011-12 contract year shall have that amount available as a balance against which Release Fees may be credited. The Regular Chorus ADP in 2011-12 shall be added to each CHORISTER's general FMG balance against which any past, present or future project's Release Fees may be credited. Per-production ARTISTS who received ADP payments in 2011-12 may have their ADP amount from a particular production credited only for Release Fees due from distribution of that production.
3. There shall be two tiers of project rate Release Fees for ARTISTS with actual Release Fees listed in Articles I.23.T and I.23.U below.
 - a. Tier I: CHORISTERS, DANCERS and Assistant Stage Managers;
 - b. Tier II: PRINCIPAL ARTISTS, Stage Managers, Assistant Directors, Dance Master.
4. Once FMG balances or IMPs are exhausted, the ASSOCIATION shall make additional payments at the listed Release Fee rates, at the time of release.
5. Other uses, at rates specified herein (e.g. documentaries), can be credited against FMG.

J. RIGHTS PERIODS

1. Radio rights (including simultaneous streaming):

3 years' unlimited release (including satellite, cable and internet radio), extendable for additional 3 year periods for an additional 25% of the original rate. Archival streaming on radio websites is included but shall be limited to 1 year, extendable for additional 1 year periods for additional 25% of original rate. ("Radio"/any audio streaming on ASSOCIATION's website is not subject to the 1 year limitation and can continue for an additional 3 years at no extra charge as long as FMG payments are being made.)
2. Television rights:

3 years' unlimited release in applicable markets, extendable for additional 3 year periods for additional 25% of original rate.
3. Audio-only streaming (where there is no other commercial release):

3 years' unlimited release in all markets. After the expiration of 3 years, if there has been no other commercial release, an additional 100% payment would be required for further streaming distribution. (I.e. there is no discounted extension payment in this instance.). If there is other

ARTICLE I: GENERAL PROVISIONS

commercial release of the title, rights are as per “all other products” below.

4. Regional Enhanced Audience Development (READ) rights:

Theatrical release is in perpetuity; public television release is unlimited for 3 years, extendable for additional 3 year periods for 25% of original rate. On-demand streaming on READ public television station websites is included, but shall be limited to 1 year, extendable for additional 1 year periods for additional 25% of original rate.

5. All other products, including audio-visual streaming:

In perpetuity with licenses limited to 10 years.

K. OWNERSHIP

1. The ASSOCIATION shall retain ownership of all EMA material. EMA material produced under this Agreement is not transferable except in the case of involuntary assignment as governed by the following:
2. In the event of any involuntary assignment, the ASSOCIATION’s rights in any EMA material subject to this Agreement shall be deemed personal and non-assignable, and no assignee thereof shall acquire any rights to Release such EMA material. The foregoing notwithstanding, in the event of an involuntary assignment, by operation of law, AGMA agrees to permit the assignee to exercise all rights of the ASSOCIATION hereunder upon payment to the ARTISTS involved in the creation of such EMA material of all payments that may be due to them hereunder. In addition, such an assignee shall be deemed to have succeeded to all rights of the ASSOCIATION in such EMA material if such assignee executes an agreement with AGMA whereby such assignee assumes the ASSOCIATION’s future obligations to the ARTISTS hereunder, including the obligation to make Revenue Sharing payments and other obligations of the ASSOCIATION to AGMA and the ARTISTS under this EMA, to distribute such payments directly to the ARTISTS and to perform such obligations and other negotiated terms and conditions as they may arise.

L. SHORTER RELEASES

The ASSOCIATION may release material of 30 minutes or less from an opera, e.g. arias, scenes, overtures, choruses, etc., in exchange for the following Release Fees:

1. Audio product (excluding CD but including downloads) for each 3 minutes:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Tier 1	\$3.25	\$3.32	\$3.38	\$3.45
Tier 2	\$4.86	\$4.96	\$5.06	\$5.16

2. Audio/video product (DVD, theatrical, streaming/downloading) for each 5 minutes:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Tier 1	\$17.87	\$18.23	\$18.59	\$18.96
Tier 2	\$26.80	\$27.34	\$27.88	\$28.44

EMA products released under this Article I.2.L may be subsequently stepped up to a full release for payment of the differential amount. Revenue sharing shall apply as per the terms of this Article I.23.P.

ARTICLE I: GENERAL PROVISIONS

M. EDUCATION USES

Education programming may be released in K-12 classroom uses via closed-circuit, internet with password protected entry, or other technologies designed to protect the programming for classroom educational use only with no limit on territory, including by DVD (bearing a digital watermark and marked as not for reproduction or sale), with capture limited to 1-2 performances. Release Fees shall be based on the number of minutes released:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
<u>Tier 1</u>				
Up to 45 minutes	\$63.08	\$64.34	\$65.63	\$66.94
Up to 60 minutes	\$78.85	\$80.43	\$82.04	\$83.68
Up to 90 minutes	\$94.63	\$96.52	\$98.45	\$100.42
<u>Tier 2</u>				
Up to 45 minutes	\$94.63	\$96.52	\$98.45	\$100.42
Up to 60 minutes	\$118.27	\$120.64	\$123.05	\$125.51
Up to 90 minutes	\$141.93	\$144.77	\$147.66	\$150.62

Release fees for education products released only in READ only states (CA, OR, AZ, WA, NV) shall be 50% of the above values.

In addition, Bay Area, educational products released under this Agreement may also be shown in theatrical and other non-classroom venues, provided they are targeted at K-12 audiences and their families and that no admission fee is charged to access the material in these Bay Area theatrical and non-classroom venues.

N. DOCUMENTARIES AND CLIP PROGRAMS

New or previously existing material may be used for documentaries and clip programs as follows:

1. 3 minutes or less: No additional payment to ARTISTS
2. 30 minutes or less: As per terms of short release above.
3. More than 30 minutes: Treated as a full release

O. ARCHIVAL USES

Providing regular CHORISTERS are receiving the FMG, ASSOCIATION may release 4 archival productions (productions over 15 years old) each year as follows: Radio releases and Commercial uses are released with no upfront payments, but with revenue sharing to those who participated in the project at the time of capture. If, after two years, an ARTIST or their estate cannot be found, their share will be redistributed into the general available pool.

P. REVENUE PARTICIPATION

1. All media projects created and exploited pursuant to this Agreement shall be subject to revenue participation, calculated on a “net earned revenue to ASSOCIATION” basis. Net earned revenue to ASSOCIATION shall be the ASSOCIATION’s gross receipts from exploitation of media projects on all platforms minus allowable direct costs actually paid for projects: including but not limited to incremental production and post-production costs (beyond OperaVision and radio capture and edit), other rights clearance fees, ARTISTS’, Conductors’, Designers’, Instrumentalists’ and IATSE costs (under any governing media agreement), specifically for the media project (not for the live performance), marketing, distribution and similar costs actually paid by the ASSOCIATION for that particular title. Allowable direct costs shall not include overhead, allocated staff costs or similar costs to the ASSOCIATION. Allowable direct costs shall be determined by the joint EMA Committee.

ARTICLE I: GENERAL PROVISIONS

2. 50% of "Net earned revenue to ASSOCIATION" shall be split between the ASSOCIATION's unions in a manner to be determined between the ASSOCIATION and its unions. Distribution of the continuing net revenue pool, unless indicated as gross in the IMA after allowable deductions, shall follow the current framework with 14% to AGMA NON-PRINCIPAL ARTISTS and 7.5% to the PRINCIPAL ARTISTS. Should all unions participating in the share of the continuing net revenue pool mutually agree with the ASSOCIATION to a different revenue share model, such mutually agreeable revenue share model shall apply.
3. Unless determined otherwise based on meetings with all SFO's union groups:
 - a. 14% of the earned revenue actually received by SFO from the distribution of each selected title shall be shared on a pro-rata basis among AGMA NON-PRINCIPAL ARTISTS who participated in that title as follows: each Tier I ARTIST shall receive 167 shares in a given title; each Tier II ARTIST shall receive 250 shares in a given title. ARTISTS singing Chorus Bit roles shall receive 209 shares in a given title, although they will not be paid more than a Tier I ARTIST as their release fee.
 - b. 7.5% of the earned revenue actually received by SFO from the distribution of a selected title shall be shared among AGMA PRINCIPAL ARTISTS as follows: Leading Singers and Stage Directors shall receive 1,250 shares, Featured Singers 1,000 shares, Choreographers 750 shares, Supporting Singers and Solo Dancers 500 shares, and Solo Bit Singers 250 shares in the 7.5% revenue sharing pool of a given title.
4. The revenue stream for each title shall be accounted for separately, with no cross-collateralization.
5. Revenue shall be shared annually by October 15 but payments are only required to be made once total revenue share due an individual ARTIST exceeds \$50. Revenue share is over and above any FMG, IMP or Release Fee payments, is not subject to benefits, and shall not be cross-collateralized amongst titles.

Q. MULTI-YEAR CAPABILITY

1. FMG balances of Regular CHORISTERS can be carried forward and used across multiple years providing guarantee payments are still made. Should a CHORISTER not be reengaged as a Regular CHORISTER, their balance upon leaving the Regular Chorus may only be used towards clearance of titles in which they performed as a Regular CHORISTER, not subsequent titles for which they may be engaged as an Extra CHORISTER.
2. FMG balances may be used to release EMA products from productions captured between 2007 and 2011 (including the Ring and productions through December 2011) providing appropriate payments are made to those without balances.
3. A per-production ARTIST's IMP under Article I.23.H above may be used to offset Release Fee payments for that specific title irrespective of whether such release occurs in the year of the production or a future year. When payment is due for a media project in the same contract year, the Employer can credit the pooled amount for that individual against the total payment due for that individual for that project.
4. If a work has been cleared under the recently expired 2007-10 media agreement, it may still be released under the terms of that 2007-10 agreement. Any title captured under that agreement may also be stepped up to release under this Agreement with crediting of the original payment made under the 2007-10 agreement.

R. PRE-APPROVAL

Any and all EMA products pursuant to this Article I.23 are hereby deemed pre-approved by AGMA (except by the PRINCIPAL ARTISTS, for which see Article I.23.S below). Additionally, AGMA shall have Artistic and Financial consultation rights to discuss audio recording of live performances.

S. PROVISIONS FOR PRINCIPAL ARTISTS

1. Approval:

No approval shall be required for Promotional, Education, or Radio uses, or non-commercial SFO-controlled and protected streaming uses for which a user fee is not payable (which shall be incorporated into performance contract). For all other uses a signed media rider shall be required from PRINCIPAL ARTISTS (including director and choreographer). If a PRINCIPAL ARTIST is hired within twelve months of the first performance of an engagement, approval of the terms of the Standard Principal Artists Media Rider shall be deemed approved and shall be attached as part of the Standard Principal Artists Performance contract provided that there is a space on the Standard Principal Artists Media Rider for the PRINCIPAL ARTIST to separately initial acceptance of the standard terms.

For release of archival products (defined as productions over 15 years old), the ASSOCIATION shall not be required to obtain PRINCIPAL ARTIST approval for non-commercial usage, e.g. promotional and educational uses. Release of archival material for radio uses (including satellite, cable and internet radio as well as simultaneous streaming and on-demand streaming for one year on the radio's website) shall not require PRINCIPAL ARTIST approval if archival material was originally released as a radio broadcast. For commercial uses, the ASSOCIATION shall make all reasonable efforts to contact the ARTIST, or their estate to obtain approval using a modified media rider. Approval shall be deemed given if the ARTIST or their estate does not respond within 60 days from the date the ASSOCIATION sends the rider.

2. Consultation:

All PRINCIPAL ARTISTS (solo bit and higher) will be invited to participate in the consultation process including DVD review for READ, national or international commercial distribution. For READ uses, and commercial uses for which a 60-day review timeline is not feasible, scratch DVDs or password protected streams shall be provided to ARTISTS for review during the capture period.

3. Total Payment:

PRINCIPAL ARTISTS may receive additionally negotiated payments as overscale. (AGMA Initial Media Fee will remain a non-recoupable fee against which Release Fees are credited). For release of excerpts of operas, approval by and payment to ARTISTS are only required for ARTISTS featured in excerpts. Media riders must be signed by PRINCIPAL ARTISTS for the use of excerpts, if they have not already agreed to release of the whole opera.

4. Revenue Share:

In the absence of any new model, the PRINCIPAL ARTISTS shall continue to share in the status quo model of 7.5% of net earned revenue to SFO.

ARTICLE I: GENERAL PROVISIONS

T. TIER I RELEASE FEES								
	MEDIA RELEASE		CY2020-21	CY2021-22	CY2022-23	CY2023-24	STEP-UP TO:	
i	Radio							N/A
	Per broadcast if SFO undertakes 4+ broadcasts a year		\$97.47	\$99.42	\$101.41	\$103.44		
	Per broadcast if SFO undertakes <4 broadcasts a year		\$129.96	\$132.56	\$135.21	\$137.91		
ii	Audio only (CDs, streaming, download) – see also provision for tier payments if distribution exceeds 15000							iv, v*
	Rate for up to 126 minutes		\$178.67	\$182.24	\$185.89	\$189.61		
	Rate for each additional 21 minutes		\$29.78	\$30.38	\$30.98	\$31.60		
iii	Audio internet only (streaming, download).							ii, iv, v
	Rate for each 60 minutes		\$32.49	\$33.14	\$33.80	\$34.48		
iv	Standard Rate Television, including PBS (to include all commercial uses e.g. DVD/theatrical/CD/streaming/downloading etc. per Full Price Television Bonus). (Reduced to 75% after 2 hours of programming)							N/A
	Rate per minute if 1-2 captures used		\$6.98	\$7.12	\$7.26	\$7.41		
	Rate per minute if 3+ captures used		\$7.08	\$7.22	\$7.37	\$7.51		
v	Other Television Rates	<i>Percentages of iv (standard television):</i>					iv, v	
	<i>(Non-standard cable and unlimited foreign countries also include all commercial uses e.g. DVD/theatrical/CD/streaming/downloading etc.)</i>	Non-standard cable = 60%						
		Unlimited foreign countries = 65%						
		3 foreign countries = 55%						
		2 foreign countries = 45%						
		1 foreign country = 35%						
	1 broadcast option = 81.5% of applicable rate							
vi	Non-television A/V (internet streaming only)							iv, v, vii
	Rate if 1 capture used		\$162.43	\$165.68	\$168.99	\$172.37		
	Rate if 2 captures used		\$194.92	\$198.82	\$202.79	\$206.85		
	Rate if 3+ captures used		\$233.91	\$238.59	\$243.36	\$248.23		
vii	Non-television A/V (DVD, downloads, theatrical etc.)							iv, v
	Rate if 1-2 captures used		\$259.90	\$265.10	\$270.40	\$275.81		
	Rate if 3+ captures used		\$321.62	\$328.05	\$334.61	\$341.31		
viii	Regional Enhanced Audience Development (READ)**							lii, iv, v, vi, vii
	Rate per title		\$211.55	\$215.78	\$220.10	\$224.50		

ARTICLE I: GENERAL PROVISIONS

U. TIER II RELEASE FEES								
	MEDIA RELEASE		CY2020-21	CY2021-22	CY2022-23	CY2023-24	STEP-UP TO:	
i	Radio							N/A
	Per broadcast if SFO undertakes 4+ broadcasts a year		\$146.19	\$149.11	\$152.10	\$155.14		
	Per broadcast if SFO undertakes <4 broadcasts a year		\$194.93	\$198.83	\$202.81	\$206.86		
ii	Audio only (CDs, streaming, download) – see also provision for tier payments if distribution exceeds 15000							iv, v*
	Rate for up to 126 minutes		\$268.02	\$273.38	\$278.85	\$284.42		
	Rate for each additional 21 minutes		\$44.67	\$45.56	\$46.47	\$47.40		
iii	Audio internet only (streaming, download).							ii, iv, v
	Rate for each 60 minutes		\$48.74	\$49.71	\$50.71	\$51.72		
iv	Standard Rate Television, including PBS (to include all commercial uses e.g. DVD/theatrical/CD/streaming/downloading etc. per Full Price Television Bonus). (Reduced to 75% after 2 hours of programming)							N/A
	Rate per minute if 1-2 captures used		\$10.49	\$10.70	\$10.91	\$11.13		
	Rate per minute if 3+ captures used		\$11.59	\$11.82	\$12.06	\$12.30		
v	Other Television Rates		<i>Percentages of iv (standard television):</i>				iv, v	
	<i>(Non-standard cable and unlimited foreign countries also include all commercial uses e.g. DVD/theatrical/CD/streaming/downloading etc.)</i>		Non-standard cable = 60%					
			Unlimited foreign countries = 65%					
			3 foreign countries = 55%					
			2 foreign countries = 45%					
			1 foreign country = 35%					
		1 broadcast option = 81.5% of applicable rate						
vi	Non-television A/V (internet streaming only)							iv, v, vii
	Rate if 1 capture used		\$243.66	\$248.53	\$253.50	\$258.57		
	Rate if 2 captures used		\$292.39	\$298.24	\$304.20	\$310.29		
	Rate if 3+ captures used		\$350.85	\$357.87	\$365.02	\$372.32		
vii	Non-television A/V (DVD, downloads, theatrical etc.)							iv, v
	Rate if 1-2 captures used		\$389.83	\$397.63	\$405.58	\$413.69		
	Rate if 3+ captures used		\$482.43	\$492.08	\$501.92	\$511.96		
viii	Regional Enhanced Audience Development (READ)**							lii, iv, v, vi, vii
	Rate per title		\$317.32	\$323.67	\$330.14	\$336.74		

* Step-up to other television rates applicable only for non-standard television and unlimited foreign television.

**READ = PBS release and theatrical screenings in CA, OR, WA, NV and AZ. A limit of up to 4 titles per contract

year may be released as READ titles unless agreed otherwise between ASSOCIATION and the AGMA EMA Committee. Education rates shall be at 50% of regular rates for education release just in these states.

V. ADDITIONAL MEDIA ELEMENTS

1. Rehearsal capture may be used in an emergency without additional compensation due.
2. The ASSOCIATION may carry over FMG balances beyond the expiration of the 2020-24 CBA if the media guarantee in CY2024-25 for the Regular Chorus represents at least the same percentage of total base entry-level (0-2 years of service) Regular Chorus compensation (excluding the media guarantee) as it does in 2023-24 contract year (the "Qualifying Ratio"). In the event that the Qualifying Ratio is not met, FMG balances shall not be carried over. The Qualifying Ratio shall only be used to determine whether carry-over happens or not; it shall not be used to calculate compensation or media payments for other levels of seniority. *For example, if the base entry-level (0-2 years of service) chorus compensation in 2023-24 (35 weeks + vacation + miscellaneous fee) is \$61,000 and the media fee is \$5,000, this represents a Qualifying Ratio of 8.2%. For the ASSOCIATION to carry over outstanding media balances for all Regular CHORISTERS beyond 2023-24, the ratio of guaranteed media compensation to guaranteed base entry-level Regular Chorus compensation in 2024-25 must be greater or equal to the Qualifying Ratio, here hypothetically 8.2%.*
3. The following media uses are excluded from this Agreement: audio studio recordings; standard commercial television (NBC, ABC, etc., other than promotional uses as allowed under this Agreement); motion picture soundtracks, and commercial announcements. All such media uses require separate agreement between ASSOCIATION and UNION.
4. Upon the sale of the 15,001th CD unit, each ARTIST (Tier I) will receive a payment of ten dollars (\$10) and each ARTIST (Tier II) will receive a payment of fifteen dollars (\$15). These payments will be made thereafter for each additional 1,000 units sold, without limit. For downloads, one full digital download shall count as one CD unit. Partial album downloads shall be aggregated by album and divided by the full album download price to determine the equivalent number of CDs.
5. Patch session provision may be held for up to two (2) hours following a live performance and paid in fifteen (15) minute increments. Patch sessions shall follow the terms and conditions for patch sessions contained in the 2006-11 AGMA contract.
6. The number of minutes used to calculate payment for television distribution shall be paid in five (5) minute increments.
7. After two (2) hours of programming, television rates shall be reduced to seventy-five-percent (75%) of the applicable rates for all minutes beyond two (2) hours. Step-up payments are due fifteen (15) days after the stepped-up release.
8. A title not cleared under the READ program, may be cleared for "regional television" (as defined herein separately from READ), paid per hour at the following hourly rates with a two (2) hour minimum:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Tier 1	\$45.67	\$46.58	\$47.52	\$48.47
Tier 2	\$68.51	\$69.88	\$71.28	\$72.70

9. "Regional television" as used in this context (and separate and apart from the definition of READ television above) shall be unlimited distribution for three (3) years for television within the

ARTICLE I: GENERAL PROVISIONS

geographical boundary of the Opera’s Designated Market Area (DMA) as defined by the Nielsen Company annually on August 1 and expanded either i) statewide in California, or ii) to include the contiguous DMA’s to the San Francisco DMA.

- 10. Up to three (3) times a year, the ASSOCIATION may stream on the ASSOCIATION’s website a program without charge to the public for an upfront payment of the following amounts, provided there is only one capture utilized.

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Tier 1	\$129.95	\$132.55	\$135.20	\$137.90
Tier 2	\$194.92	\$198.82	\$202.79	\$206.85

- 11. Revenue participation shall be accounted for on the basis of the ASSOCIATION’s fiscal year, with payments for the prior fiscal year being made by October 15 of each year. Revenue payments shall be due to an ARTIST during their lifetime; after their death, payments shall be due the beneficiary for the life of the beneficiary. After the beneficiary’s death, the payment due the ARTIST shall revert to the general share to be divided amongst AGMA members (PRINCIPALS or non-PRINCIPALS as applicable).
- 12. At any time within three (3) years after revenues are shared, the UNION shall have the right to examine the ASSOCIATION’s books and records related to gross receipts, costs and net earned revenue. Such examinations shall be at the ASSOCIATION’s expense, made during the ASSOCIATION’s usual business hours, and at the location where the ASSOCIATION maintains the books and records. Such information shall be treated as confidential trade information and shall not be divulged by the UNION to others.
- 13. Products created under this agreement shall not be used in lieu of the employment of ARTISTS as accompaniment with a live performance, or to replace ARTISTS engaged in a strike or lock-out. Neither shall they be used by the ASSOCIATION as evidence in any disciplinary proceeding that affects the status of ARTISTS covered under this agreement.
- 14. As referenced in 1 above, no approval is required for education projects.
- 15. ARTIST credits shall follow the general requirements as set forth in the Basic Agreement Article I.21, and the AGMA logo shall appear on EMA released under the terms of this Article I.23.
- 16. In the event that the dollar value per person of the AFM media guarantee increases as a result of the 2022 AFM/ASSOCIATION negotiation, ASSOCIATION shall increase the value of the AGMA chorus media guarantee to be the same amount per person as the AFM media guarantee. This shall be calculated such that the CY2022-23 Chorus FMG equals the AFM FY2022-23 media guarantee, and the CY2023-24 Chorus FMG equals the AFM 2023-24 media guarantee. Should the terms of the AFM media agreement (either the IMA or the amendment to the IMA) change as a result of the 2022 AFM/ASSOCIATION negotiation, such terms shall be deemed incorporated into this AGMA media agreement Article I.23, effective for the CY2022-23 and CY2023-24 years, and shall become the basis for the next AGMA negotiation. In no event shall the Regular Chorus FMG or per-production initial media payments be less than as in the AGMA CBA.
- 17. Favored Nations: ASSOCIATION acknowledges and agrees that the media terms in Article I.23 of the AGMA/ASSOCIATION 2020-2024 CBA are no less favorable than the terms set forth in the AFM Integrated Media Agreement as amended by the AFM Musicians Local 6 Media Package Addendum.
- 18. Regular CHORISTERS who leave or retire from the chorus, and who have balances in their Media Package accounts, may continue to have projects credited against those balances provided such projects were undertaken while they were receiving a media package Payment. Should such a CHORISTER return as an extra CHORISTER in a year in which they do not receive a Media Package

ARTICLE I: GENERAL PROVISIONS

payment, distribution of a project captured in that year may be credited against the Initial media Payment received in that same year for that project (guaranteed payment per capture production) but not against any balance in their Media Package accounts.

19. All Regular CHORISTERS shall receive an annual individual accounting of the value of every project credited against their Media Package accounts and the amount of carried over balances, if any. Other ARTISTS will receive an annual accounting of the monies received and credited and any balances due each ARTIST for the capture and release of product.
20. ASSOCIATION and AGMA agree to meet and review media items during the term of this Agreement to ensure ASSOCIATION can maximize its flexibility and ability to engage audiences.

I.24. AMPLIFICATION

A. Amplification of Principals

1. If it is determined that an individual PRINCIPAL shall be amplified in any particular scene of a performance, said PRINCIPAL and any other PRINCIPALS who sing in the scene shall be so notified prior to the final dress rehearsal of the opera.
2. If the use of amplification is inherent in the compositional style of an opera (e.g., *The Death of Klinghoffer*), PRINCIPAL involved in such opera shall be so notified prior to **their** first rehearsal for that opera.

B. Amplification of Chorus

Amplification of chorus passages shall be employed only to rectify balance problems resulting from such factors as scenery formation, chorus placement, etc., or for special sound effects, or to conform to the compositional style of an opera. Amplification shall not be employed in order to reduce the number of CHORISTERS that would otherwise be necessary to perform the opera.

I.25. ARBITRATION: SETTLEMENT OF DISPUTES

- A. The ASSOCIATION agrees that in the event there is any dispute as to the amount of compensation payable to any ARTIST for services performed, then, nevertheless, the ASSOCIATION shall pay to each ARTIST the base salary, over-scale, fees and per diems for such performances, performance weeks and/or rehearsal weeks as required in the Basic Agreement. To the extent any fees and/or per diems are the subject of the dispute the ASSOCIATION shall pay ARTIST the base salary, over-scale, fees and per diems that are not subject to dispute until such time as the dispute is decided.
- B. Any and all disputes, with reference to the interpretation or application of any provision of this Agreement, except where otherwise provided, shall be taken up between the ASSOCIATION and AGMA in the following manner. The dispute must be presented in writing within seven (7) days of the occurrence of the facts leading to the dispute or the discovery of such facts by the party presenting the grievance. All references to "days" mean calendar weekdays. Additionally, "in writing" means by paper document or by electronic document. All such "writings" shall be directed to: the ASSOCIATION's Managing Director: Operations and to AGMA's Executive Director and AGMA's San Francisco's Area Representative.
 1. Within seven (7) days following receipt of such grievance notice, a meeting shall be called between the ASSOCIATION's Chief Operating Officer or their designee and AGMA's Representative, who shall exercise their best efforts to reach a settlement to the grievance. If no agreement is reached within fourteen (14) days of the meeting, or if the meeting fails to take place due to the fault of either party, then either party may elect to proceed to the next step by notifying the other party in writing. If an agreement is reached, that agreement shall resolve the grievance and shall be final and binding upon both parties.

ARTICLE I: GENERAL PROVISIONS

2. A Grievance Review Committee consisting of two (2) representatives of the ASSOCIATION and two (2) representatives of AGMA shall review the matter. This Committee must meet within seven (7) days of referral to this step, and agreement, if any is able to be reached, must be reached within seven (7) days of the meeting of the committee. If impasse is reached at this step, or no agreement is reached within seven (7) days of the meeting of the committee, then either party may proceed to the next step by notifying the other party in writing.
3. If the parties are unable to reach a timely agreement in b (above), the ASSOCIATION or AGMA may request that the matter be submitted to arbitration within fourteen (14) days of the expiration of the deadline in b. Both parties agree to make best efforts in agreeing upon an arbitrator. If the parties fail to agree on an arbitrator, they will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). A coin toss between the parties will determine which party strikes the first arbitrator. Each party will strike the names of three (3) arbitrators. The arbitrator remaining un-struck will determine the dispute.
4. The decision of the arbitrator shall be final and binding, and the costs shall be borne equally by the ASSOCIATION and AGMA. The arbitrator shall not be empowered to change the Collective Bargaining Agreement provisions in any way but shall determine whether the Agreement has been violated or not and what remedy, if any shall be ordered.
5. Time limits set forth in this Grievance Procedure, while vital to the effective and efficient functioning of this process, may be extended by mutual agreement in writing by both parties.
6. The parties may bypass or expedite steps within the Grievance Procedure by mutual written agreement.

I.26. CALIFORNIA LAW

It is the intention of the parties to this CBA that all questions arising under or with respect to this CBA shall be governed exclusively by the Laws of the State of California.

I.27. OUTSIDE THE UNITED STATES AND CANADA

This CBA covers only performances of the ASSOCIATION in the United States and Canada. Before the ASSOCIATION departs from the United States or Canada for the purpose of presenting performances in any place other than the United States or Canada, AGMA and the ASSOCIATION shall enter into and execute a new agreement with respect to such performances. The ASSOCIATION shall not require, solicit, provide for, arrange, facilitate or make any agreement with respect to the departure of any ARTIST from the United States or Canada for the purpose of appearing in such performances until such new agreement has been entered into and executed, nor shall the ASSOCIATION enter into or execute any agreement with any ARTIST with respect to performances outside of the United States or Canada until such new agreement has been entered into and executed.

I.28. HEALTH AND SAFETY

The ASSOCIATION agrees to follow a list of regulations for the purpose of Health and Safety in the workplace, which shall be known as the Health and Safety Regulations Addendum (ADDENDUM D). This Addendum shall be attached at the back of this CBA, and shall be updated as required and mutually agreed upon.

I.29. DEFINITIONS

Whenever used in this CBA, unless otherwise provided:

A. Contract Year

The term "contract year" shall mean the twelve (12) month period beginning on March 1 in a given calendar year and extending through February 28 (or 29 if applicable) of the following calendar year. The contract years governed by this CBA (unless it is automatically renewed in accordance with Article I.2) shall be:

Year 1: March 1, 2020, through February 28, 2021
Year 2: March 1, 2021, through February 28, 2022
Year 3: March 1, 2022, through February 28, 2023
Year 4: March 1, 2023, through February 29, 2024

B. Week

The term "week" shall mean six (6) days out of seven (7) beginning on Monday and ending on Sunday. Any one (1) of such seven (7) consecutive days may be the Free Day as hereinafter provided, during which ARTISTS will not be required to perform or rehearse without additional compensation. "Week" begins on Monday and ends on Sunday.

C. Rehearsal Week

The term "rehearsal week" shall mean a "week" as defined above, during which no performances are given.

D. Performance Week

The term "performance week" for all ARTISTS under weekly contract with the ASSOCIATION shall mean the week beginning with Monday and ending on Sunday.

E. City of Origination

The term "city of origination" shall mean the city in which the ARTIST maintains their domicile.

F. Free Day

The term "Free Day" shall mean a period of time during which ARTISTS may not be required to rehearse or perform without additional compensation. The said period of time shall commence at Midnight and end at 9:00 AM the morning of the second following day.

G. Artists

The ASSOCIATION and AGMA are committed to an inclusive and respectful environment at San Francisco Opera. When referencing ARTISTS throughout this document, effort has been made to use titles of ARTISTS (such as ARTIST, CHORISTER, DANCER, etc.) for the non-plural form, and they/their/them pronouns for the plural form. For clarity, the intent of this language is to appropriately reflect our commitment to inclusivity and respect of all genders.

H. Cover

A COVER is an ARTIST who is contracted for the rehearsal and performance period of a production to learn, rehearse and, if required by the ASSOCIATION, perform role(s), choreography or choral parts which another ARTIST(s) has been contracted to perform.

I.30. HOLIDAYS AND RELIGIOUS LEAVE

- A. The ASSOCIATION will not schedule rehearsals on Good Friday, Easter Sunday, Memorial Day, Independence Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, with the following exceptions:
1. During foreign tours.
 2. When a performance is scheduled on the holiday, in which case a rehearsal for the opera or concert to be performed may be scheduled.
 3. When an ARTIST must be rehearsed in order to perform as an emergency replacement for another ARTIST (this exception to apply to PRINCIPALS only).
 4. A rehearsal may be held on Independence Day if it is for a program to be performed on Independence Day Weekend.
 5. A rehearsal may be held on Memorial Day if the ASSOCIATION gives at least thirty (30) days' notice. If such notice is not given, the rehearsal shall not be scheduled. If notice is given, the appropriate minimum call compensation shall be paid, whether or not the rehearsal is actually held.
- B. A request for unpaid time off from rehearsals for the observance of a religious holiday shall not be unreasonably denied. Such leave shall be requested in writing at least two (2) weeks prior to the holiday. This provision will include unpaid religious leave as required by state law. Paid leave need not be used first before taking such unpaid leave.
- C. ARTISTS shall be compensated time and a half for any work performed on a holiday. Such compensation shall not be credited against over-scale.

I.31. PERFORMANCE OF MORE THAN ONE OPERA

- A. AGMA agrees that in all cases in which one (1) operatic performance shall consist of one (1) or more operas, the entire performance shall be considered for the purposes of the CBA as one (1) performance only.
- B. A performance of all of an opera or a portion of an opera before more than one (1) audience shall be considered more than one (1) performance. An exception to this will be made when a part of an opera is performed before two (2) audiences for educational purposes. In this instance the call time may be no more than four (4) hours in length, including time for costume and makeup, and will be counted as one performance.

I.32. CASTING DECISIONS

AGMA hereby affirms that nothing contained within this CBA in anyway abrogates the artistic prerogative of the ASSOCIATION with respect to casting decisions.

I.33. TOURS

Working conditions, transportation and per diem for any tours, foreign or domestic, will be negotiated prior to such tours. Wages for any tour not included in guaranteed weeks shall be negotiated prior to any such tour.

I.34. FORCE MAJEURE

- A. It is agreed that if the ASSOCIATION cannot perform because of fire, earthquake, accident, strike, riot, act of God, war, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, the ASSOCIATION shall notify the ARTIST thereof, in writing, and thereafter the ARTIST shall not be entitled to any compensation for the time during which said services shall not, for such reason or reasons, be rendered. However, housing and/or per diem as applicable shall still be due the ARTIST. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to the ARTIST, either party may terminate this contract and the ASSOCIATION will pay for all the services rendered to date, transportation back to the City of Origination, and accumulated housing and/or per diem if not already paid. The term "war" shall not include a war in which the United States is not a party, unless such war between foreign governments affects the United States in such a way as to make the execution of this contract impossible or unfeasible.
- B. ASSOCIATION will not invoke Force Majeure as set forth in paragraph A. above for Fall 2020 for reasons related to COVID-19. For CY21-CY23 if ASSOCIATION invokes Force Majeure as set forth in paragraph A. above due to COVID-19 related restrictions, ASSOCIATION will compensate each ARTIST who has been offered work in writing and has accepted work in writing as follows:
 - 1. No less than 50% of total remaining individual compensation value to each PRINCIPAL ARTIST and Production Staff Member as set forth in corresponding sections below.
 - 2. No less than 50% of the total remaining individual compensation value (based on the thirty-five (35) week guarantee) for each Regular Chorister.
 - 3. No less than 50% of the total remaining individual compensation value for each Extra Chorister.
 - 4. No less than 50% of total remaining individual compensation value to each Dancer (based on the fourteen (14) week guarantee).
- C. Starting in CY21, if the ASSOCIATION invokes Force Majeure as set forth in paragraph A. above due to COVID-19 related restrictions, ASSOCIATION will continue to provide Health Fund and Supplemental Health Benefits under Article I.11. of the CBA, based on full compensation levels and based on then-current number of Dancer packages as outlined for CY21, CY22 and CY23.

I.35. JOINT COMMITTEE & ARTISTIC ADVISORY COMMITTEE

- A. A joint committee of AGMA representatives and designated ASSOCIATION Staff will meet on a regularly scheduled basis to review problems and potential problems of health and safety, morale, costuming, scheduling, rehearsal and performing conditions (e.g., vocal part changes, ARTIST punctuality, heels on raked sets, fight choreography, lighting problems, chorus room conditions, stage ventilation, content and logistics of hearings, job retraining) and other concerns. The Committee will develop appropriate procedures to prevent problems and address existing issues.
- B. Minutes of Joint Committee meetings shall be distributed to AGMA membership.
- C. Issues regarding chorus roles and issues regarding concerns over any interference with line of vision, breathing and/or hearing shall be referred to Joint Committee.
- D. Displaying of CHORUS/DANCER photographs and exploring ways to exploit media exposure will be referred to Joint Committee.
- E. Artistic Advisory Committee will be created, including a panel of no more than six (6) ARTISTS and an AGMA Staff Representative, to meet at least once a year with the General Director, Music Director (as available), and at least one (1) managing director, and a technical representative (if the managing director is not the managing director of Production). In this committee, ASSOCIATION will preview productions and/or titles or artistic plans that they are currently considering and receive feedback, input and ideas. These discussions will be confidential, and the input provided by the ARTISTS will be advisory and non-binding. The

ARTICLE I: GENERAL PROVISIONS

ASSOCIATION will make best efforts to contact AGMA to schedule the meeting around the beginning of each new calendar year.

I.36. SOLO RELATIONS COMMITTEE

Each contract year there shall be at least three (3) meetings of the Solo Relations Committee [2 Fall/1 Summer Meeting(s)] with the understanding that the Committee's purpose is to address broader ARTIST/PRINCIPAL issues as does the Joint Committee. Issues to be discussed shall include but not be limited to: posting of weekly forecast, rehearsal conditions, maximum hours in a day, rehearsals on or near a performance day.

I.37. EDUCATIONAL AND COMMUNITY OUTREACH PERFORMANCES

Unless specifically covered below, all rates, terms, and conditions of the Basic Agreement, inclusive of the work covered in this section, shall apply, including the shop increases for the Term of this Agreement.

A. Definitions

1. Non-Produced Education Services:

shall mean very short presentations that are limited to one (1) hour or less, possibly including narration and/or explanations of opera production, that are primarily educational or instructive in nature, that take place in a non-theatrical context, and for which the individual audience members are not charged a fee for admission (except for a small charge to cover costs if necessary). This applies only to education and outreach programs undertaken by the Opera in which vocal, dance or technical performance or demonstration are core components and in which AGMA members are being asked to perform, demonstrate or discuss in their contracted field.

2. Produced Education/Family Shows:

shall mean operatic presentations that are limited to two-and-a-half (2.5) hours or less not including make-up, dressing and undressing time, possibly including narration and/or explanations of opera production, that are broadly oriented toward education and audience development, that are specifically targeted toward traditionally under-served communities not normally exposed to opera and/or toward attendance by families and/or children, that take place in the War Memorial Opera House or another performance venue, and for which an admission fee may be charged so long as the top ticket price is no higher than thirty-three percent (33%) of the current single ticket price for a premium orchestra seat for a main-stage performance in the War Memorial Opera House. Produced Education/Family Shows maybe applied against the regular weekly or guaranteed salary for the Regular CHORUS and regular weekly salary for all other ARTISTS at the rates below.

B. Basic Rates

1. Non-Produced Education Services:

Forty percent (40%) of the applicable rates for all AGMA ARTISTS except PRINCIPAL ARTISTS, who shall be paid forty percent (40%) of the Supporting Role Rate. ARTIST shall be paid on the basis of type of work undertaken, e.g. if a CHORISTER is demonstrating chorus music, payment shall be based on the chorus rate; if a CHORISTER is demonstrating principal music, payment shall be based on the PRINCIPAL rate. Participation in such services is voluntary and shall be paid in addition to regular AGMA contracted work and not applicable to regular weekly or guaranteed compensation rates but shall be applicable to the Adler stipend. Work under this section shall be contracted per a simple letter agreement. Leaves of absence per the CBA are not applicable.

ARTICLE I: GENERAL PROVISIONS

2. Produced Education/Family Shows:

For rehearsals and performances falling during guaranteed work-weeks: one hundred percent (100%) of applicable rates for all ARTISTS, applicable to any weekly or guaranteed compensation. For rehearsals and performances falling outside guaranteed work weeks: sixty percent (60%) of the applicable rates for all ARTISTS for any Community Outreach Production.

C. Right of First Refusal

1. Currently contracted CHORISTERS and Adler Fellows shall be required to participate in Produced Education/Family Shows if the rehearsals and performances occur during regularly contracted periods. DANCERS may be required to participate in such productions as long as notification and engagement requirements set forth in Article V.2.A of this Agreement are followed. PRODUCTION STAFF may be required to participate in such productions as long as notification and engagement requirements set forth in Article III.2.A.1 and III.2.A.2 are followed. For i) any rehearsals or performances of Production Education/Family Shows occurring outside regularly contracted periods, ii) in the case of DANCERS and PRODUCTION STAFF members, Produced Education/Family work that that does not follow the notification and engagement requirements as stated above, or, iii) in the case of Non-Produced Education Services at any time, the ASSOCIATION shall guarantee right of first refusal of all choral, dancer and PRODUCTION STAFF roles as follows:
 - a. Regular CHORISTERS first and to Extra CHORISTERS second,
 - b. Tenured DANCERS first and Resident Corps DANCERS second
 - c. Regular PRODUCTION STAFF first
2. The ASSOCIATION shall consider and offer audition opportunities to San Francisco Opera Regular CHORISTERS and Tenured DANCERS for all solo roles in Produced Education/Family Shows but, unless otherwise required by this CBA (e.g. for Chorus Bit roles), shall not be obligated to hire or audition CHORISTERS or DANCERS for such roles.
3. The AGMA Joint Committee and ASSOCIATION shall work to determine an appropriate means to identify and select ARTISTS for non-produced education services, and to ensure that work is equitably shared amongst interested ARTISTS who are able to appropriately present to the applicable age group. Informal interviews by ASSOCIATION and Joint Committee (or their designee) with interested ARTISTS may be part of a selection process, but auditioning musical skills shall not be. Joint Committee and ASSOCIATION shall also determine a means for ARTISTS to present ideas to the ASSOCIATION for consideration.

D. Types of Contract

Produced Education/Family Shows shall be undertaken under regular AGMA contracts. Non-Produced Education Services shall be contracted under separate letter agreements mutually agreeable to AGMA and ASSOCIATION, either in the form of a contract addendum or a side letter listing the dates and scope of work, indicating that this CBA is the governing document. Benefits and deductions shall be calculated as per normal contractual rules with ARTISTS receiving Plan A healthcare not eligible for further healthcare payments.

E. Number of Performances/Services

For Non-Produced Education Services only, up to fifteen (15) services per week shall be allowed unless mutually agreed otherwise between ARTIST, SFO and AGMA. A Produced Education/Family Show shall count as one (1) performance in calculating maximum number of performances in a week as set forth in Article II.9.B.2 of this Agreement.

ARTICLE I: GENERAL PROVISIONS

F. Maximum Hours

1. For Produced Education/Family Shows, the work rules of the CBA shall be followed except that ASSOCIATION shall be permitted two (2) additional double performance or performance/dress days if one is a Produced Education/Family Show, and rehearsals or performances may be permitted after a matinee if one such service is a rehearsal or performance of a Produced Education/Family Show. There may be a minimum two (2) hour call, even if it is the only call in the day.
2. For Non-Produced Education Services, the work rules of the CBA shall not apply, these being voluntary events outside the production scope of this Agreement. However, the following parameters shall be recognized:
 - a. There shall be a minimum call of two (2) hours.
 - b. Each Service shall be no longer than one (1) hour, with a ten (10) minute break to be given after each 50-60 minute session.
 - c. One (1) hour of break must be given after three (3) hours of work.
 - d. There shall be a maximum of six (6) hours of services (not including breaks in iii above) in any one day, or a maximum of three (3) hours if there is a regular Opera call on the same day, in which case at least three (3) hours break shall be provided prior to the Opera call unless mutually agreed otherwise between ASSOCIATION and AGMA.
3. For all education services under this section, any combination of rehearsal, and/or performance shall not exceed six (6) hours on any day and thirty-six hours per week. On days in which travel is included the total time shall not exceed seven (7) hours with the exception of Run-outs as set forth in Articles I.37.K.1 and I.37.K.2 below.

G. Call Time

For both forms of educational services only, the call may be before 10:00 a.m., but in no event may any call be before 9:00 a.m. Turnaround time into educational services may be eleven (11) hours including transportation, if required, for produced education services.

H. Musical Scores

The ASSOCIATION will provide the ARTIST with music (if not already in the ARTIST's possession), translation, cuts and dialogue for Produced Education/Family Shows no later than two (2) months prior to the first scheduled rehearsal of the work.

I. Warm-Up Facilities

All reasonable efforts will be made to provide the ARTISTS with warm-up facilities while off-site.

J. Production and Directing Staff

1. For produced education services, ASSOCIATION shall engage no less than a DIRECTOR, ASSISTANT DIRECTOR, STAGE MANAGER and two (2) ASSISTANT STAGE MANAGERS. However, should, in the opinion of the ASSOCIATION, fewer PRODUCTION STAFF be required for a particular education production, ASSOCIATION and AGMA shall meet to determine a mutually agreeable staffing level.
2. The ASSOCIATION shall have discretion to determine whether PRODUCTION STAFF STAGE MANAGERS will be needed for Non-Produced Education Services on a case-by-case basis.

ARTICLE I: GENERAL PROVISIONS

K. Runouts (terms applicable only to Produced Education/Family Services):

1. In the event an ARTIST performs or rehearses thirty (30) miles or more from the War Memorial Opera House and is returned by the ASSOCIATION to the War Memorial Opera House prior to midnight, he/she shall receive a food allowance per diem for the meal period(s) they are away according to the Per Diem Schedule below.
2. In the event an ARTIST performs or rehearses thirty (30) miles or more from the War Memorial Opera House and is returned by the ASSOCIATION to the War Memorial Opera House after midnight, he/she shall receive a food allowance per diem for the meal period(s) they are away according to the Per Diem Schedule below, plus the transportation allowance listed on the Per Diem Schedule, if applicable.

L. Per Diem (terms applicable only to Produced Education/Family Services):

Each ARTIST shall receive a food allowance per diem for Runouts as outlined below. Per Diem Schedule:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
<u>Food Per Diem</u>				
BREAKFAST - Prior to 11am	\$21.04	\$21.46	\$21.89	\$22.33
LUNCH - from 12 noon to 1:00pm	\$23.49	\$23.96	\$24.44	\$24.93
DINNER after 6:00pm	\$35.24	\$35.94	\$36.66	\$37.40
BREAKFAST/LUNCH/DINNER	\$79.76	\$81.36	\$82.98	\$84.64
<u>Transportation Allowance</u>				
ARTIST arrives in San Francisco after 12 midnight	\$16.67	\$17.00	\$17.34	\$17.69

M. Hotel (terms applicable only to Produced Education/Family Services):

1. The ASSOCIATION shall provide hotel accommodations on a double occupancy basis for any full day on which the ARTIST is performing or rehearsing fifty (50) miles or more from the War Memorial Opera House and such performance or rehearsal necessitates an overnight stay.
2. Hotels shall be in the vicinity of several restaurants. Restaurants should offer varied menus and price ranges. Restaurants shall be within one-quarter (1/4) of a mile from hotel or company transportation will be provided. Restaurant accessibility, variety in menu/price ranges, and availability/flexibility of local shuttles to provide service will be determined by mutual agreement of the ASSOCIATION and AGMA no less than two (2) weeks prior to the Run-out. If restaurants are not within one-quarter (1/4) of a mile, the ASSOCIATION will provide a flexible transportation shuttle schedule. If the "locale" does not have a centralized business or hotel district for flexible shuttle schedule purposes, then the ASSOCIATION will reimburse each ARTIST for cab fare for transportation to and from each meal. Any payments to the ARTIST will be made following the completion of the Performances.

N. Transportation

In the event that the ASSOCIATION or AGMA wishes to re-negotiate the provisions in this paragraph N. either party may consult with the other in an effort to meet each other's needs.

1. Whenever Produced Education/Family Services are held by the ASSOCIATION outside the City of San Francisco, the ASSOCIATION shall furnish transportation to the ARTIST by first class bus or by other safe and comfortable means both to the destination and on the return.

ARTICLE I: GENERAL PROVISIONS

2. If an ARTIST is required to drive their own car to and from a location for a Produced Education/Family Shows, the ASSOCIATION will reimburse such ARTIST for mileage at the current IRS rate for San Francisco, CA calculated from ARTIST's home to the location, or from the WMOH to the location, whichever distance is less, and parking at the location will either be provided or reimbursed as per the transit policy reimbursement rates. No ARTIST will be required to drive without their consent.
3. Transportation for Non-Produced Education Services. The transit policy of this master Agreement shall apply but ARTIST shall not be eligible for any further reimbursements.
4. Following a matinee performance for a Produced Education/Family Show which occurs thirty (30) miles or more from the War Memorial Opera House the ARTIST may travel for no more than three (3) hours beginning at the departure of the ARTIST from the place of performance and ending at the arrival of the ARTIST at their place of lodging or at the War Memorial Opera House when returning to San Francisco.
5. Following an evening performance for a Produced Education/Family Show that occurs thirty (30) miles or more from the War Memorial Opera House, the ARTIST may travel for no more than (2) hours for run-out performances only, beginning at the departure of the ARTIST from the place of performance and ending at the arrival of the ARTIST at their place of lodging or at the War Opera House when returning to San Francisco.
6. If a reception is scheduled, the time periods indicated above may begin at the departure from the reception with the prior consent of the ARTISTS.
7. Turnaround: Following an evening performance of a Produced Education/Family Show, no subsequent rehearsal, call for a performance or travel will be scheduled until at least eleven (11) hours have elapsed from the final curtain.
8. There shall be a minimum of one (1) fifteen (15) minute comfort stop during each two (2) hours of travel for a Produced Education/Family Show.
9. After the first three (3) hours of travel for a Produced Education/Family Show, there shall be a one (1) hour meal break, after which, meal breaks shall occur at intervals not to exceed five (5) hours. The ARTISTS may, by unanimous vote, agree to waive the one (1) hour meal break.

I.38. WILSEY CENTER ENGAGEMENTS

The following rates and work rules govern produced work undertaken at the Wilsey Center for Opera under the SF Opera Lab designation. Non-produced services and family/education productions would continue to be governed by the education provision when at the Wilsey Center. This provision would not apply to work produced by the San Francisco Opera Center.

- A. The provisions of this section can be adapted mid-contract based on mutual agreement of AGMA and the ASSOCIATION.

ARTICLE I: GENERAL PROVISIONS

- B. Rates to be set at the following percentages of CBA rates for all work under this provision. Applicable at all times, unless work in the Wilsey is using guaranteed hours during guaranteed weeks in which case regular rates and conditions apply:

Chorus Rates	100%		Principal Rates	
Corps Dancer Rates	100%		Leading Cover Stage Director Choreographer	70%
Production Staff	100%		Leading	75%
			Featured Featured Cover	80%
			Supporting Cover Solo Dancer Solo Dancer Cover	90%
			Solo Bit Solo Bit Cover	100%

- C. Overtime shall be capped at time-and-a-half.
- D. The minimum call is two (2) hours; the maximum call time is four (4) hours.
- E. If the run length of performances is ninety (90) minutes or less, there may be up to three (3) double performance days per week, with a maximum of eight (8) performances a week possible under a weekly salary irrespective of the role classification. If the run length of performances is greater than ninety (90) minutes, allowable performance counts for the Wilsey weekly salary shall be as per the CBA plus one (1); (e.g. for leading roles it would be four (4) performances); and there may be up to one (1) double performance day per week.
- F. All meal breaks shall be sixty (60) minutes in length.
- G. Providing the CHORUS is not utilized, Sunday services can begin at 10am.
- H. Services may be scheduled after matinees or dress rehearsals.
- I. Initial Media Payment (IMP) fees are only payable if media activity is anticipated in uses beyond promotional activity. Otherwise no media fees are payable and promotional activity is permitted.
- J. AGMA and the ASSOCIATION shall work together to determine mutually agreeable frameworks for audience capture of parts of rehearsals and performances.
- K. The ASSOCIATION shall have the opportunity to bring in external groups if part of a pre-packaged production and a pre-established group. In such event, the AGMA CBA would not be in effect. If all performers are union members, AGMA STAGE MANAGERS shall either be used or hired in a shadow capacity. The ASSOCIATION and AGMA will work together on language to codify this provision.
- L. In the event a production concept calls for the blurring of boundaries between disciplines (e.g. singing, dancing, instrumental), AGMA and the ASSOCIATION agree to meet to determine a fair rate.
- M. PRODUCTION STAFF provisions shall be as follows:
- a. Offers for known PRODUCTION STAFF Wilsey work shall be made by the ASSOCIATION by September 1 with a forty-five (45) day response required of PRODUCTION STAFF. Additional offers shall be made no later than two (2) weeks prior to the first rehearsal of a production or event.

ARTICLE I: GENERAL PROVISIONS

- b. When the ASSOCIATION is present in Wilsey Center for SF Opera Lab events during a period of at least ten (10) consecutive weeks, the ASSOCIATION shall engage one (1) Resident STAGE MANAGER for such period. The Resident STAGE MANAGER shall have one week of preparation time for each ten (10) week period. The Resident STAGE MANAGER may assist in the generation of daily schedules for the Wilsey Center and shall undertake the general stage management duties of a small-theater operation. The Resident STAGE MANAGER shall receive one (1) free day per week and shall not work more than five (5) hours between meal breaks without a meal penalty.
 - c. Additional PRODUCTION STAFF shall be hired based on the needs of the show and the space as determined by the ASSOCIATION. An ASSISTANT STAGE MANAGER shall be engaged for the rehearsal and performance period of works performed in the Atrium that include i) musically-cued entrances/exits, or ii) more than four (4) ARTISTS.
 - d. Prep time for additional PRODUCTION STAFF shall be: Three (3) days for one (1) show in a Wilsey season; Five (5) days for two (2) shows in a Wilsey season; Seven (7) days for three (3) or more shows in a Wilsey season.
- N. With the exception of paragraphs I and K. above (which may be modified through the waiver process), the provisions of this section can be adapted or expanded during the contract based on mutual agreement of AGMA and the ASSOCIATION, including for the purposes of applying these provisions to experimental and/or non-traditional programming outside of the Wilsey Center, including but not limited to the War Memorial Opera House stage. AGMA and ASSOCIATION recognize the importance of exploring such experimental and/or non-traditional programming together and agree to meet to discuss further as such programming becomes clear.

I.39. MANAGEMENT AND UNION PREROGATIVES

- A. The direction of the work force, including but not limited to the right to hire, transfer, promote, lay-off and discharge shall be accomplished in accordance with and not in conflict with the provisions of this CBA. Except as otherwise provided for by any provision of this Basic Agreement or the Individual Artist's Contract, or by Section 7 of the National Labor Relations Act, the ASSOCIATION reserves and retains, solely and exclusively, all of its inherent business rights, functions, and prerogatives as the management of the business.
- B. Nothing contained within this Agreement or the Individual Engagement Contract in any way shall abrogate the artistic prerogatives of the ASSOCIATION, which shall be the sole judge and arbiter of any and all artistic matters. AGMA acknowledges, as limited by the foregoing the right of Management to manage the ASSOCIATION. The ASSOCIATION shall have the right to make, amend, and enforce all rules and regulations which are not in violation of this CBA and which have been approved by AGMA.
- C. At any time, an ARTIST has a right to speak with members of the ASSOCIATION regarding their current work, or to determine desired areas of improvement. This includes, but is not limited to a CHORISTER speaking with the Chorus Director and a DANCER speaking with the DANCE MASTER.
- D. Board of Directors. Twice during each contract year (once during the Summer Season and once during the Fall Season) up to three (3) representatives designated by AGMA shall meet with members of the Executive Committee of the San Francisco Opera Association's Board of Directors along with members of senior management to address AGMA's concerns, to request information, and to provide suggestions. Meeting times shall be contiguous with regularly scheduled Executive Committee meetings. AGMA shall submit its list of agenda items at least five (5) days in advance so that the Executive Committee can be prepared to address them adequately. When official representatives of AGMA desire to meet with or address the Board of Directors and/or Executive Committee, they shall make such request to the General Director, and such approval shall not be unreasonably withheld. In addition, in the event that the ASSOCIATION grants the orchestra or the union representing the orchestra a greater access to, or a seat or seats on its Board of Directors or the Executive Committee of such Board, it shall accord members of AGMA or AGMA an equivalent right of access or an equal number of seats.

ARTICLE I: GENERAL PROVISIONS

- E. One AGMA officer may have paid time to attend one national conference and one special meeting per year for no longer than four days. Such days will not be deducted from personal leave. Reasonable notice is required.
- F. Personnel File. ARTISTS have the right to inspect and copy (at cost) their own files on reasonable notice and at reasonable times and intervals and to assign this right in writing to a representative. ARTISTS also have the right to comment in writing on information in the file, and those responses shall be included in the personnel file. No information from ARTIST's confidential personnel file or files shall be released without ARTIST's consent, except pursuant to proper court process. However, the ASSOCIATION may verify dates of employment and salary information already given to third parties by ARTIST. An ARTIST's personnel file is protected under the California State Constitution Right to Privacy provisions. If the ASSOCIATION is served with legal process seeking to compel the release of personnel file information, ARTIST shall be notified immediately. All personnel files shall be kept locked.

I.40. COMPLIMENTARY TICKETS

There shall be a procedure for ARTISTS to be able to obtain any available complimentary tickets. The details regarding such a procedure may be discussed and worked out in Joint Committee.

- A. PRINCIPAL ARTISTS in Supporting roles and higher shall be given two (2) complimentary tickets for a production in which they perform. Solo Bit ARTISTS shall be given one (1) complimentary ticket for a production in which they perform.
- B. ARTISTS who have retired from the ASSOCIATION (per the time provisions of I.13) may, two (2) hours before a performance, request and receive, two (2) of the best available seats for that performance free of charge.
- C. Each ARTIST shall be entitled to invite one (1) guest to each open dress rehearsal, defined as those designated "staff + guest" by the ASSOCIATION.
- D. Unless their presence is required backstage, PRINCIPAL ARTIST Covers (including Solo DANCER Covers) and Corps DANCER Covers may work directly with the ASSOCIATION's designee, to request a complimentary ticket for their own sole use for performances of the production in which they are a cover, as available and after revenue and contractual obligations are met, in addition to any contractual comps for which they might be eligible as set forth in A. above. When offering comp tickets as set forth in this paragraph D., ASSOCIATION will give priority to PRINCIPAL ARTIST Covers (including Solo DANCER Covers) over Corps DANCER Covers unless otherwise mutually agreed to by ASSOCIATION and AGMA.
- E. Any complimentary ticket opportunities made available to an ARTIST without the contractual complimentary tickets set forth in A. above will be the same opportunities made available to other such ARTISTS.
- F. ASSOCIATION will inform each ARTIST of all opportunities to access comp tickets at the beginning of each ARTIST's contract.

I.41. PARKING

- A. The ASSOCIATION shall provide parking for CHORISTERS, DANCERS and PRODUCTION STAFF members in a Managed Parking facility if a suitable facility is available and financially viable. "Managed Parking" shall mean a facility or group of spaces dedicated for use by the ASSOCIATION at particular times. ARTISTS using Managed Parking spaces shall be subject to the rules of such facility.
- B. Should a mutually agreeable managed parking option be available, eligible ARTISTS shall elect to participate in such lot no later than a week prior to the first rehearsal of the Fall Season and a week prior to the first rehearsal of the Spring Season (the "enrollment periods"). And ARTIST electing a spot shall have access to the managed parking when such lot is open for ARTIST usage. Should a given day include calls at times when the lot is not available, participating ARTIST may claim up to \$6.50 per day in year 1, \$7.00 per day in year 2,

ARTICLE I: GENERAL PROVISIONS

\$7.50 per day in year 3, and \$8.00 per day in year 4 for reimbursement towards other parking or transit options, upon presentation of receipts.

- C. The ASSOCIATION reserved the right to cancel its rental of a managed parking option should the terms change or the utilization be such that the ASSOCIATION believes the option no longer to be viable.
- D. In the event that Managed Parking spaces or a mutually agreeable alternate solution are unavailable for some or all ARTISTS, or if ARTISTS opt out of such a managed parking option, the ASSOCIATION shall reimburse parking or public transit upon presentation of receipts within fourteen (14) days, up to a maximum of \$13.50 a day in year 1, \$14.00 a day in year 2, \$14.50 a day in year 3, and \$15.00 a day in year 4 unless the driver is carpooling (two (2) or more persons in the car) with other AGMA members, in which case reimbursement shall be at the actual incurred parking amount (all members of the carpool shall be required to sign off on the reimbursement request but the reimbursement shall only be due the driver).
- E. ARTISTS may only change their status participating in managed parking options during the Enrollment Periods, unless approved otherwise by the ASSOCIATION. Participation in a managed parking option is conditional on the availability of spaces.
- F. ARTISTS providing carpool service in both directions may claim reimbursement of the full parking amount but other participants in the carpool may not claim any reimbursement that day.
- G. The ASSOCIATION shall continue to reimburse monthly parking passes to Regular Choristers, Regular Dancers and PRODUCTION STAFF employed for twelve weeks or more up to a maximum value of \$310 per month, upon presentation of receipts (this rate shall increase to \$320 in year 2; \$330 in year 3; and \$340 in year 4). When and ARTIST is employed for less than two (2) weeks in a month, the reimbursement shall revert to the daily rate above. The ASSOCIATION and AGMA agree to explore a structure to ensure the appropriate use of each reimbursement method, recognizing that both parties agree that an individual ARTIST should not have access to multiple parking options/reimbursements at the same time.
- H. The ASSOCIATION and AGMA may modify and add to these parking provisions if mutually agreed, and shall work in good faith to find viable solutions to scenarios not outlined in this section.

Further, AGMA and ASSOCIATION mutually affirm that safety around the Opera House is an important, ongoing topic for discussion. As such, considerations and improvements related to parking, security guards, and/or other related safety concerns will be an ongoing agenda item for the Joint Committee, so as to ensure that such discussion is reflective of, and all parties are apprised of, current circumstances.

Should ASSOCIATION need to make significant adjustments to the Security measures currently in place (namely the security personnel hired by the Opera, during this contract), ASSOCIATION shall keep AGMA informed and seek input on such security measures and protocols.

When managed parking is available for ARTISTS, ASSOCIATION will prioritize PRODUCTION STAFF and bear in mind their late working hours when assigning available locations.

- I. Public Transit Reimbursement. For Regular Choristers, Regular Dancers and PRODUCTION STAFF members employed for twelve (12) weeks or more who choose to utilize public transit, the ASSOCIATION shall provide up to \$340 in reimbursement for transit expenses per. When an ARTIST is employed for less than two (2) weeks in a month, the reimbursement shall revert to the daily rate above. The ASSOCIATION and AGMA agree to explore a structure to ensure the appropriate use of each reimbursement method, recognizing that both parties agree that individual ARTISTS should not have access to multiple parking options/reimbursements at the same time. The ARTIST must submit receipts and a signed reimbursement form within 14 days from the date on the receipt in order to receive reimbursement.

I.42. GENERAL REHEARSAL CONDITIONS

A. Transit time

1. ARTISTS shall be given reasonable transit time when required to change rehearsal locations and such transit time shall not be considered part of the rest period. If a change in location occurs within a rehearsal call, such transit time shall be added to any other required break time set forth in this Agreement. However, when two (2) calls during the same day are at separate locations requiring thirty (30) minutes or more transit time, the required transit time shall be added to the break time between the two (2) rehearsals.

Transit Time Allocation Table

Between different venues within the War Memorial Opera House	5 minutes
Between the Opera House and Zellerbach Rehearsal Halls, Veterans Building, or Nourse Theater	10 minutes
Between venues greater than the distance between the Opera House and Nourse Theater but less than 2 miles	20 minutes
Between venues of 2-5 miles apart	30 minutes

2. When changing rehearsal locations, an additional half (1/2) hour of travel time shall be added for each additional five (5) mile radius within San Francisco city limits. The ASSOCIATION shall provide transportation for travel to any location for which an ARTIST is required to travel outside the San Francisco city limits, in which case the ASSOCIATION shall include such travel time in the calculation of work time. If the maximum allowable hours are exceeded, additional payments due may not be credited against over-scale.

B. Refreshments

The ASSOCIATION shall provide hot water, tea and coffee at all ARTIST rehearsals and performances.

C. Provision of Costumes

The ASSOCIATION shall i) fit and make available costumes and wigs to performing ARTISTS by the final dress rehearsal, and ii) fit and make available costumes (and wigs when applicable) to cover ARTISTS in advance of the opening performance. If determined by the ASSOCIATION prior to the rehearsal process that a cover ARTIST is required for a dress rehearsal in lieu of the performing ARTIST the ASSOCIATION shall make every effort to fit and make available costumes and wigs for the designated rehearsal. In any event, ASSOCIATION shall make every effort to ensure that, as soon as practicable, each cover ARTIST understand the specific costume plan that will be used should they be required to go on. AGMA and ASSOCIATION acknowledge that emergency situations may necessitate the ASSOCIATION to adjust the timeframes herein.

D. Individual Call Times

Nothing in this agreement shall prohibit an ARTIST from requesting an earlier call time for a costume fitting, coaching or other individual call than would otherwise be authorized if ARTIST finds such time more convenient.

I.43. WIRELESS INTERNET ACCESS

- A. The ASSOCIATION shall in the first year of the Agreement, to the degree permitted by the War Memorial, make available wireless internet access in dressing rooms 1, 4, 5 and 6. The ASSOCIATION shall make best faith efforts during the course of this Agreement to extend such coverage to dressing rooms 7 and 8 to the extent practicable, permissible and possible at a reasonable cost.

- B. Following the off-season, upon the Chorus return for music rehearsals, barring technical difficulties, the ASSOCIATION will enable the Wi-Fi access points in the Canteen.

I.44. ARTISTS' RESPONSIBILITIES

The ARTIST agrees to be adequately prepared to rehearse and perform; to be punctual to rehearsals, costume calls and fittings, coachings, and performances; and to attend all rehearsals, meetings, coachings and other such calls which are scheduled as official work time as required; to appear at the theater as called; to pay strict regard to stage make-up and dress as determined by the ASSOCIATION; to perform their services as directed and to conform to the score to the best of their ability; to conform to professional standards of conduct and behavior; to properly care for their wig(s), costume(s), and prop(s); to safely use, when required by the ASSOCIATION, electronic equipment; and to respect the property of the production and the ASSOCIATION. AGMA agrees with the ASSOCIATION to work together to see that ARTISTS' responsibilities are carried out.

I.45. NON-DISCRIMINATION/ NON-HARASSMENT

- A. The ASSOCIATION shall not discriminate against any ARTIST, because of ARTIST's race, color, national origin, religion, sex, age, political affiliation, sexual orientation, marital status, medical conditions, physical or mental disability. The ASSOCIATION shall take affirmative steps to remedy any discrimination against any ARTIST by any other party which would tend to deprive any ARTIST of employment opportunities or would limit such employment opportunities or otherwise adversely affect ARTIST's status as an employee or as an applicant for employment because of the ARTIST's race, color, national origin, religion, sex, age, political affiliation, sexual orientation, marital status, medical conditions, physical or mental disability.
- B. The parties recognize that they may have to modify this CBA to combat discrimination based on disability in accordance with the Americans with Disabilities Act. Upon request of either party, AGMA and the ASSOCIATION shall meet and negotiate regarding the need to modify a provision(s) of this CBA as it applies to a disabled ARTIST. Any agreement reached shall be reduced to writing in a side letter which shall become an addendum to this CBA and be incorporated by reference. Said side letter shall delineate the modification and the individual or group to which it applies. In the event of a disagreement regarding what modification, if any, is necessary to the CBA under ADA, the parties shall submit their dispute to final and binding interest arbitration pursuant to Article I.25. The arbitrator shall have the authority to fashion an appropriate remedy including establishing a new rate of pay, or modification of job duties, provided that there shall be no adverse consequences to other bargaining unit employees.
- C. No harassment of any type shall be directed by the ASSOCIATION or by any employee of the ASSOCIATION towards any ARTIST. The ASSOCIATION shall promptly investigate any allegations of harassment and shall take appropriate disciplinary action against any perpetrator of harassment. No ARTIST shall be subjected to physical or verbal abuse. In such instances, any member of the AGMA Executive Committee on the scene has both the right and obligation to intervene, as does the PRODUCTION STAFF. All discipline shall be for just cause and shall be subject to the dispute resolution procedures of Article I.25.
 - 1. The ASSOCIATION and AGMA agree to meet annually regarding the anti-discrimination/harassment prevention training, to discuss the training and maximize the efficacy of the training and ideas of improvement, with the understanding that certain aspects of the training may be required by law. The AGMA Staff Representatives may attend the training.
 - 2. The ASSOCIATION and AGMA will, upon either party's request, meet after the anti-discrimination/harassment prevention training is conducted to have additional such conversations.

ARTICLE I: GENERAL PROVISIONS

3. When the ASSOCIATION receives a report of misconduct in which the accused is a member of the AGMA bargaining unit, the ASSOCIATION agrees to notify the AGMA Staff Representative at least twenty-four (24) hours before conducting an investigatory interview of that individual. The Association shall inform both the complainant (if they are a bargaining unit member) and the accused that they are entitled to Union representation before conducting an investigatory meeting with that individual. A representative from the Union shall have the right to attend such investigatory interviews to accompany a bargaining unit member unless that individual requests otherwise. The Union's right to attend such interview and to advise bargaining unit members during the course of an investigation shall not interfere with the ASSOCIATION's prompt scheduling of interviews so as to conduct a prompt thorough investigation.
4. The terms and conditions of employment of bargaining unit members are established in the CBA between AGMA and the Employer. The Employer's policies against discrimination and harassment (Prohibited Sexual Harassment Policy and Anti-Harassment Policy) are applicable to members of the bargaining unit as long as such policy does not conflict with any provisions of the CBA, including but not limited to both substantive and procedural provisions relating to discipline of employees. Employees will sign the Confirmation of Harassment, Discrimination and Retaliation Prevention policy to confirm policy receipt. To the extent that the policy is in conflict with the terms of the CBA, the provisions of the CBA shall govern. If the ASSOCIATION intends to update the existing policies, the ASSOCIATION will notify the Union and, at the Union's request, the parties will meet to discuss and mutually agree upon changes, with the understanding that certain changes may be required by applicable laws.

I.46. FLEXIBILITY DUE TO COVID-19

- A. ASSOCIATION and AGMA may mutually agree on adjustments to deadlines for offers or assignments and audition requirements that may be needed due to COVID-19 whenever possible.
- B. AGMA affirms its willingness to consider waivers that may become necessary due to COVID-19 restrictions on an expedited basis, to the extent possible.

ARTICLE II. PRINCIPALS

II.1. INDIVIDUAL CONTRACTS

- A. Every individual contract between the ASSOCIATION and any PRINCIPAL must specify the roles, the operas, the language (and translation when applicable), and version when known, for which PRINCIPAL is engaged. The ASSOCIATION shall include contact information, including e-mail, if they or their agent has an e-mail address, for each PRINCIPAL or their agent, with each PRINCIPAL's individual employment contract.
- B. A Principal Fee Breakdown (see Addendum G) will be provided to ARTIST and AGMA at a concurrent time after the conclusion of ARTIST's contract, by no later than the fifteenth (15th) of the month following the end of ARTIST's contracted period. A memo (Addendum H) sent with ARTIST's individual contract will indicate when the breakdown will be provided. An estimated Principal Fee Breakdown may be requested (once per ARTIST contract) with the understanding that it's provisional and subject to change.

II.2. NO DOUBLING AS STAGE DIRECTOR

Any ARTIST who performs as a singer shall not, in the same production, function as a DIRECTOR, except in case of emergency, in which case such additional work as a DIRECTOR shall be paid no less than the pro rata share of a DIRECTOR's minimum weekly compensation or the per-performance rate, as the case may be.

II.3. RATIO OF SINGERS FOREIGN TO AMERICAN

- A. The ASSOCIATION is and shall remain a predominantly American organization. All nonleading roles shall be assigned to American ARTISTS unless for extraordinary artistic reasons, the ASSOCIATION finds it necessary to assign such a role to a foreign ARTIST. The ASSOCIATION shall continue to have the right to engage foreign ARTISTS of proven distinguished merit and ability for leading roles. The term "foreign ARTISTS" as used herein shall mean only nonresident aliens. AGMA agrees that nationality shall not be a criterion for eligibility for membership in AGMA in the case of ARTISTS employed pursuant to the provisions of this paragraph.
- B. AGMA agrees to consider the granting of waivers for individual foreign ARTISTS.
- C. Issues with Article II.3 above remain unresolved despite these negotiations. Parties agree to continuing the conversation during the term of this contract, for the purpose of finding resolutions to the ASSOCIATION's concerns regarding this provision. Both parties reserve their positions on this issue.

II.4. NO COACHINGS, REHEARSALS, PERFORMANCES OR PUBLICITY PRIOR TO CONTRACT

- A. Unless the ASSOCIATION and PRINCIPAL have entered into a written contract of employment pursuant to the terms of the CBA, the ASSOCIATION shall not, except as herein provided, call PRINCIPAL employed under the terms of this CBA for rehearsals, performances or coachings (except for preliminary voluntary coachings to prepare for an audition, become acquainted with a possible new role, etc., or, upon PRINCIPAL's request, prepare for an upcoming engagement with ASSOCIATION, in which case ASSOCIATION shall provide such coachings if an appropriate music staff member is under contract and available); nor will the ASSOCIATION, in any manner, advertise or announce the name or identity of such PRINCIPAL in connection with any production of the ASSOCIATION, nor will it employ or use any photograph, picture or likeness of such PRINCIPAL, in connection with a production. This shall only apply to promotion and publicity initiated by the ASSOCIATION. In the event that the ASSOCIATION shall violate any of the provisions of this paragraph, then PRINCIPAL concerned shall receive from the ASSOCIATION, liquidated damages of FIVE HUNDRED DOLLARS (\$500.00) for each week or part thereof that the ASSOCIATION shall engage in the practices herein above prohibited. In the event of late substitutions, emergencies or other occasions when circumstances and factors beyond the ASSOCIATION's control may reasonably be deemed to prevent compliance with this promotion and publicity provision, after securing the advance agreement of any PRINCIPAL with whom the

ARTICLE II: PRINCIPALS

ASSOCIATION has entered into but not yet fully executed a written contract as specified above, the ASSOCIATION may publicly advertise or announce PRINCIPAL's engagement and be held harmless from the above prohibition regarding publicity in advance of an executed contract. All other provisions and penalties of this paragraph shall remain in effect at all times.

- B. It is understood and agreed by the parties hereto that the collection and/or payment of the aforementioned liquidated damages shall in no way be deemed a waiver of any of the PRINCIPAL's rights in connection with the practices herein above prohibited. Should PRINCIPAL bring suit against the ASSOCIATION in connection therewith and recover a judgment or award thereafter, then both parties shall abide by the terms and conditions rendered in such judgment. In no event shall the PRINCIPAL be required to return or repay any sums paid to them under the provisions of this paragraph.

II.5. CHOREOGRAPHER DEFINITION

A CHOREOGRAPHER is a director of dance with professional training who is engaged by the ASSOCIATION to create and design movement and dance sequences for DANCERS and Solo DANCERS. If a production requires movement expertise in addition to that provided by the DIRECTOR, ASSISTANT DIRECTOR(s), and/or DANCE MASTER, ASSOCIATION may also elect to engage a CHOREOGRAPHER to create movement sequences for other performers. If ASSOCIATION has contracted a DANCE MASTER as set forth in Article III.4.D of this Agreement, for all available DANCE MASTER work in a given contract year (as known at the time of contracting), ASSOCIATION may at its discretion also employ said DANCE MASTER as a CHOREOGRAPHER for certain work using a blended rate. See Article III.4.D.4 for details.

II.6. NUMBER OF PERFORMANCES

A. Principal on a Per Performance Basis

PRINCIPAL engaged on a per-performance basis must be guaranteed an average of at least one (1) performance for each performance week PRINCIPAL is required to be available to the ASSOCIATION in San Francisco.

B. Principal on a Weekly Basis

1. Performances in a Day

- a. PRINCIPAL shall not be required to take part in more than one (1) performance on any one (1) day without additional compensation.
- b. PRINCIPAL required to take part in two (2) performances in one (1) day shall be paid additional contractual compensation on a pro rata basis for the additional performance. Such additional compensation may not be credited against any over-scale.

2. Performances in a Week

If PRINCIPAL shall be required to take part in a greater number of performances in any week than is provided for in Article II.9.B.2., PRINCIPAL shall be paid additional contractual compensation on a pro rata basis for each such additional performance that may not be credited against any over-scale.

3. Number of Performances

PRINCIPAL engaged on a weekly basis may be engaged for additional performances immediately following the last full week of employment, on the following basis and providing such employment is contracted for in the original contract of employment:

ARTICLE II: PRINCIPALS

- a. If such PRINCIPAL shall sing three (3) or fewer performances in three (3) or fewer days or shall be required to be available to the ASSOCIATION for three (3) or fewer days, they shall be paid for each such performance or day of availability no less than a pro rata compensation of their weekly contractual compensation.
- b. If such PRINCIPAL is required to be available to the ASSOCIATION for four (4) or more days, or has sung four (4) or more performances in four (4) or more days, or has sung the maximum performances required under their contract of employment, they shall be paid their full weekly contractual compensation.

II.7. LEAVES OF ABSENCE

A. Sick Leave

1. PRINCIPAL engaged on a weekly basis for at least twelve (12) weeks, shall be entitled to seven (7) paid sick leave days [or forty-two (42) hours].
2. To the fullest extent permitted, this agreement shall operate to waive any provision of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this Agreement.

B. Bereavement Leave

For PRINCIPAL engaged on a weekly basis for at least twelve (12) weeks, five (5) days of bereavement leave may be taken in each contract year. This leave shall be used for no other purpose and shall be limited to immediate family or household.

C. Family Leave

PRINCIPAL engaged on a weekly basis for at least twelve (12) weeks, may take up to and including five (5) days of Family Leave with pay per contract year in the event of having a child or becoming a parent, or due to an illness of a qualifying family member. For the purposes of Family leave, family is to be defined as any of the following: spouse, domestic partner, child, child of domestic partner, parent (biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child), grandparent, mother-in-law, father-in-law, grandchild, sibling and anyone to whom the ARTIST is the primary caregiver. Family Leave will be applicable to illness in addition to becoming a new parent. Family Leave will be deducted from sick leave.

D. Incapacitation

In the event a PRINCIPAL ARTIST engaged to sing on a per-performance basis completes the entire rehearsal process up to and including the final dress rehearsal, but thereafter becomes incapacitated and withdraws from all of their contracted performances, ARTIST shall be paid for their weeks of rehearsal as though contracted on a weekly basis at minimum scale (i.e. at 100% of the weekly minimum rate). In no event shall the amount paid under this provision be greater than the sum of ARTIST's original rehearsal compensation plus one contracted performance fee.

II.8. REHEARSAL CONDITIONS

A. General

The rehearsal limitations specified in Article II.8.A above may not be exceeded except in emergencies or cases of extraordinary necessity, and only with the mutual consent of both the PRINCIPAL in question and the ASSOCIATION. Any time worked in excess of these limitations shall be compensated at the Free

ARTICLE II: PRINCIPALS

Day hourly rate in one quarter (1/4) hour segments, and shall be paid in addition to all other contractual compensation and shall not be subject to any crediting against the over scale.

1. Maximum Hours in a Day

The ASSOCIATION shall not require PRINCIPAL to work a total of more than six (6) hours in any one (1) day, which total shall include performances, time actually spent in rehearsal, as well as any time PRINCIPAL is required to be present for rehearsal. Make-up and dressing and undressing time shall not be included in a PRINCIPAL's work hours for the purpose of calculating the number of hours worked in a day. Hours in excess of six (6) hours shall be subject to overtime except coachings at the request of, or with the consent of, the PRINCIPAL, and wig and costume fittings.

2. Elapsed Time Between Rehearsals

No PRINCIPAL may be called to rehearse unless at least twelve (12) hours have elapsed since the end of their undressing time in a performance or rehearsal or, if not a costumed rehearsal, their release from a rehearsal with orchestra in which they appeared on the preceding day, or two (2) hours after they last appeared in a matinee performance on the same day, and provided the call is not earlier than 10:00 A.M. If the ASSOCIATION shortens the rest span, PRINCIPAL shall be compensated pro-rata of the Free Day rate set forth in Article II.9.C.0 for each half (1/2) hour the rest span is shortened. Such compensation shall be paid over and above all contractual wages and shall not be deducted from overscale.

3. Rehearsal on or near Performance Days

- a. No PRINCIPAL performing a Leading role shall be required to rehearse on the day of a performance, except in case of emergency ARTIST replacement.
- b. The ASSOCIATION shall not require a PRINCIPAL performing a Featured role to rehearse more than three (3) hours on the day of a performance. The ASSOCIATION shall compensate such a PRINCIPAL the overtime rate for any rehearsal hour worked on the day of a performance for a minimum call of one (1) hour.
- c. No PRINCIPAL performing a Supporting role shall be required to rehearse more than three (3) hours on the day of a performance, without overtime compensation.
- d. No PRINCIPAL shall be required to rehearse within three (3) hours of their make-up call.
- e. No PRINCIPAL shall be required to rehearse another opera during any performance in which they participate.
- f. No PRINCIPAL shall be required to rehearse after the end of any matinee performance in which they have performed a Leading role.
- g. No PRINCIPAL shall be required to rehearse on a day in which they give two (2) performances.

4. Free Day

- a. Each PRINCIPAL shall be given one (1) completely Free Day during each rehearsal and performance week, subject to the compensation provisions of Article II.9.C.0. PRINCIPAL will receive written notification of their Free Days in advance, no later than their first day of rehearsal.
- b. If a PRINCIPAL's employment period begins any later in the week than Monday, such PRINCIPAL need not be given a Free Day in that first week. However, PRINCIPAL may not be

ARTICLE II: PRINCIPALS

required to work more than eight (8) days from the beginning of their employment period before being given a Free Day.

- c. All PRINCIPALS must receive a Free Day after ten (10) days of work.
- d. In no event may PRINCIPAL's performance day be designated as a Free Day.
- e. During performance periods (i.e., the periods beginning with the second performance week of the summer and Fall Seasons, PRINCIPAL's Free Day will be on Monday, with two exceptions during the contract year when the Free Day for PRINCIPALS may fall on another day of the week during performance periods.
- f. In the case of an unexpected cast change, late arrival or illness of PRINCIPAL, or other emergency, ASSOCIATION may call a PRINCIPAL to rehearse on a Monday during a performance period in addition to the two exceptions specified above, provided that:
 - i. AGMA is notified in advance.
 - ii. PRINCIPAL consents to the rehearsal.
 - iii. PRINCIPAL receives another Free Day during the week or is paid appropriate Free Day compensation in accordance with Article II.9.C.0.
 - iv. PRINCIPAL receives a Free Day after no more than ten (10) days of work.

B. Rehearsal Breaks and Meal Breaks

1. Rehearsal Breaks:

PRINCIPALS shall accrue five (5) minutes of break time per hour of rehearsal. Except in piano dress rehearsals, orchestra staging rehearsals, and final dress rehearsals, total continuous rehearsal time shall not exceed ninety (90) minutes before a break is given, unless the PRINCIPALS agree to continue working longer to finish an act or scene that is longer than ninety (90) minutes.

2. Meal Breaks

PRINCIPALS may not be required to rehearse more than four (4) hours without being given a one-hour meal break, with the following exceptions: Piano technical rehearsals, piano dress rehearsals, stage-orchestra rehearsals, and final dress rehearsals which may not last more than five (5) hours, not including dressing or undressing time. An OCA + for a production with a run time of longer than five (5) hours from curtain up to curtain down may be longer than five (5) hours.

C. Schedule

PRINCIPAL shall not be called to rehearsal before 10:00 a.m. except in an emergency situation, in which case the ASSOCIATION shall notify AGMA as soon as possible. PRINCIPAL shall not be called to an orchestra, musical, or dress rehearsal before 10:00 am.

D. Miscellaneous Conditions

1. Principal Preparation

- a. PRINCIPAL shall be prepared to perform in the roles and languages and versions, if known, as contracted, provided that the ASSOCIATION shall be responsible for all staging preparation. The ASSOCIATION shall make musical coaching available to all PRINCIPAL Singers.
- b. If PRINCIPAL Singer shall not be musically prepared as of the time of PRINCIPAL's first scheduled staging rehearsal, then the ASSOCIATION may elect to prepare PRINCIPAL in said

ARTICLE II: PRINCIPALS

role or roles. Participation in this procedure by the ASSOCIATION and PRINCIPAL singer shall be voluntary and shall not be evidence of any lack of preparation nor of any waiver of rights of the ASSOCIATION or of PRINCIPAL singer.

2. Punctuality

PRINCIPAL will appear regularly and punctually at all rehearsals and performances, and when required by the ASSOCIATION will appear at all rehearsals and performances in proper costume and make-up, except as provided in Article II.8.A.3 above.

3. Failure to Appear

If PRINCIPAL shall willfully or negligently fail to appear on the contracted date specified for the commencement of services and/or exceed their granted release time, and/or shall fail to appear for a full day for any scheduled and contracted rehearsal, then the ASSOCIATION has the right to deduct from PRINCIPAL's compensation the appropriate pro rata amount thereof for each such day in which PRINCIPAL fails to appear.

4. Repeat Performance Rehearsals

PRINCIPAL shall be available for rehearsals of repeat performances within forty-eight (48) hours of each repeat performance as requested by the ASSOCIATION.

5. Release from San Francisco

PRINCIPAL shall not leave the San Francisco Bay Area (defined as a fifty (50) mile radius from the Opera House) during the term of the individual contract without a release approved by the ASSOCIATION. Such approval shall not be unreasonably withheld.

6. Solo DANCER Working Conditions

Solo DANCERS will follow the working conditions outlined in Articles V.1, V.2, V.3, V.4, V.5, and V.6 as applicable.

7. Travel to Off-Site Venues

The ASSOCIATION shall provide transportation to, from and between any off-site venues which are one-half (1/2) mile or farther from the War Memorial Opera House for the first time when a non-resident PRINCIPAL is required to be at such a venue.

8. Notes Session after Final Dress Rehearsal

A PRINCIPAL ARTIST may be called to a notes session after the conclusion of a final dress rehearsal. The combination of undressing time and the notes session shall not exceed one (1) hour. PRODUCTION STAFF attendance at such notes session shall follow Article III.7.E. of this Agreement.

E. Preliminary Rehearsal

1. The ASSOCIATION shall notify PRINCIPAL at the time of their engagement of the projected rehearsal start date for each opera for which PRINCIPAL is engaged.
2. The ASSOCIATION shall have the right to call any PRINCIPAL for preliminary rehearsals in San Francisco during the period specified in PRINCIPAL's individual contract as long as the ASSOCIATION complies with all applicable provisions of this CBA, including compensation in accordance with Article II.9.

II.9. COMPENSATION

A. Rehearsal Compensation

1. Principal on a Per-Performance basis, other than DIRECTORS

- a. PRINCIPAL engaged on a Per-Performance basis shall receive no less than an amount equal to fifty percent (50%) of the applicable minimum weekly rate as set forth in Article II.9.B.2 below for each week on a pro-rata basis such PRINCIPAL is required to rehearse. Such compensation shall be prorated from the first contracted date through the day before the first performance.
- b. If PRINCIPAL is engaged at a rate that is over the applicable minimum scale for the performances, the amount which is over-scale may be available for crediting of the rehearsal compensation to which said PRINCIPAL is otherwise entitled, if the individual contract so provides. However, such crediting may not be applied against overtime, Free Day, penalty, or multiple-capacity compensation pursuant to Article II.8.

2. Principal on a Weekly Basis, other than DIRECTORS and CHOREOGRAPHERS

PRINCIPAL engaged on a weekly basis shall receive no less than the applicable weekly minimum rate for each week on a pro-rata basis such PRINCIPAL is required to rehearse prior to the first performance week for which the PRINCIPAL is engaged.

3. Use of Overscale

If PRINCIPAL is engaged at a rate that is over the applicable minimum scale for the performance weeks, the amount which is over-scale may be available for crediting of the rehearsal compensation to which said PRINCIPAL is otherwise entitled, if the individual contract so provides. However, such crediting may not be applied against overtime, Free Day, penalty, or multiple-capacity compensation pursuant to Article II.9.

4. Combined Rehearsal and Performance

PRINCIPAL engaged on a weekly basis who is performing and rehearsing roles of different classifications during the same week shall be compensated at the rate appropriate to the highest role classification being performed.

B. Performance Compensation

The compensation of PRINCIPAL employed hereunder shall be according to the classification of roles fixed by AGMA, which classification has been received, accepted and agreed to by the ASSOCIATION.

The minimum weekly or rehearsal compensation provided in the individual contracts between any PRINCIPAL and the ASSOCIATION shall be governed by the highest category role for which PRINCIPAL is engaged in a given week as set forth in the individual contract between PRINCIPAL and the ASSOCIATION.

1. Principal on a Per-Performance Basis

The minimum rates for PRINCIPAL employed on a per performance basis during the term hereof shall be as follows:

ARTICLE II: PRINCIPALS

Employment On a Per-Performance Basis In or Outside San Francisco

<u>Classification</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Leading	\$2,949.63	\$3,008.63	\$3,068.80	\$3,130.18
Leading Cover	\$1,769.78	\$1,805.18	\$1,841.28	\$1,878.11
Featured	\$2,507.19	\$2,557.34	\$2,608.49	\$2,660.66
Featured Cover	\$1,622.30	\$1,654.75	\$1,687.84	\$1,721.60
Supporting	\$1,769.78	\$1,805.18	\$1,841.28	\$1,878.11
Supporting Cover	\$1,327.34	\$1,353.89	\$1,380.96	\$1,408.58
Solo Bit	\$884.89	\$902.59	\$920.64	\$939.04
Solo Bit Cover	\$553.05	\$564.11	\$575.39	\$586.90
Solo Dancer	\$1,769.78	\$1,805.18	\$1,841.28	\$1,878.11
Solo Dancer Cover	\$1,032.37	\$1,053.02	\$1,074.08	\$1,095.56
Stage Director	\$2,802.16	\$2,858.20	\$2,915.37	\$2,973.67
Choreographer	\$2,212.22	\$2,256.47	\$2,301.60	\$2,347.63

2. Principal on a Weekly Basis

The minimum rates for PRINCIPAL employed on a weekly basis during the term hereof shall be as follows:

Employment On a Weekly Basis In or Outside San Francisco

<u>Classification</u>	<u>Perfs/Wk</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Leading	3	\$4,129.49	\$4,212.08	\$4,296.32	\$4,382.25
Leading Cover	3	\$2,654.67	\$2,707.76	\$2,761.92	\$2,817.16
Featured	4	\$3,392.08	\$3,459.92	\$3,529.12	\$3,599.70
Featured Cover	4	\$1,917.26	\$1,955.61	\$1,994.72	\$2,034.61
Supporting	4	\$2,507.19	\$2,557.34	\$2,608.49	\$2,660.66
Supporting Cover	4	\$1,622.30	\$1,654.75	\$1,687.84	\$1,721.60
Solo Bit	6	\$1,843.52	\$1,880.39	\$1,918.00	\$1,956.36
Solo Bit Cover	6	\$1,179.85	\$1,203.45	\$1,227.52	\$1,252.07
Solo Dancer	5	\$2,359.71	\$2,406.90	\$2,455.04	\$2,504.14
Solo Dancer Cover	5	\$1,880.06	\$1,917.66	\$1,956.01	\$1,995.13
Stage Director	N/A	\$3,982.01	\$4,061.65	\$4,142.88	\$4,225.74
Choreographer	N/A	\$3,097.12	\$3,159.06	\$3,222.24	\$3,286.69

C. Overtime and Free Day

1. Overtime

In the event the ASSOCIATION requires any PRINCIPAL to rehearse under overtime conditions, PRINCIPAL shall be paid for each hour they are required to rehearse, which shall be computed in one-half (1/2) hour periods. This sum shall be in addition to all other contractual compensation and may not be credited against over-scale. Compensation shall be as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$59.00	\$60.18	\$61.38	\$62.61

2. Free Day Compensation

In the event the ASSOCIATION requires any PRINCIPAL to rehearse on a Free Day, PRINCIPAL shall be paid for each hour they are required to rehearse, which, after the first hour, shall be computed in one-half (1/2) hour periods. This sum shall be in addition to all other contractual compensation and may not be credited against over-scale. Compensation shall be as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$88.49	\$90.26	\$92.06	\$93.91

3. Free Day Emergency Performance

In the event the ASSOCIATION requires any PRINCIPAL to perform on a Free Day, PRINCIPAL shall be paid the applicable minimum performance fee if such performance falls within the maximum allowable number of performances per week (as set forth in Article II.9.B.2.) and two (2) times the applicable minimum performance fee if such performance causes the PRINCIPAL to exceed the maximum allowable number of performances per week.

4. Call-In or Stand-By Compensation

If PRINCIPAL shall be required to call-in or stand-by for a call on their Free Day, they shall be compensated for no less than one (1) hour of rehearsal time for each hour they are required to be available after 8:00 AM on their Free Day. This sum shall be in addition to all other contractual compensation and may not be credited against over-scale. Compensation shall be as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$88.49	\$90.26	\$92.06	\$93.91

D. Per Diem: Per-Performance or Weekly Basis

PRINCIPAL whose City of Origination is fifty (50) miles or more from the War Memorial Opera House shall receive, in addition to applicable minimum rehearsal pay and applicable minimum performance pay, living expenses for all days PRINCIPAL is required by contract to be and is domiciled in the San Francisco Bay Area and not formally released by the ASSOCIATION based on a per diem as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$184.35	\$188.04	\$191.80	\$195.63

Such per diem amount must be accounted for, and be paid out separately; further, such per diem must be reflected in the anticipated AGMA breakdown to the Standard Principal Agreement (as set forth in Article II.1.1.B). Per Diems shall not be considered compensation.

As of CY21, ASSOCIATION will pay the full per diem amount anticipated under their individual Contract to PRINCIPAL eligible for per diem upon first (1st) rehearsal. Should PRINCIPAL cancel prior to the end of their engagement, any per diem paid to date shall be applied to any remaining compensation owed and PRINCIPAL shall return a pro-rated share of any remaining per diem advance to the ASSOCIATION.

E. Costume Transportation Expenses

The ASSOCIATION agrees to compensate all PRINCIPALS for transportation costs incurred by PRINCIPAL in transporting their own costumes in the United States at the request of the ASSOCIATION. Such compensation shall be over and above the compensation provided in their individual contract.

F. Principal Artists Covers

ARTICLE II: PRINCIPALS

The ASSOCIATION shall determine when a PRINCIPAL COVER is required, and if required shall make the cover assignment. PRINCIPAL COVERS shall be considered PRINCIPALS.

1. Off-Site Covers

- a. The ASSOCIATION may cover roles with Off-Site COVER ARTISTS.
- b. An Off-Site COVER ARTIST shall be defined as an ARTIST engaged to cover a role who is not required to be at the location where the production is rehearsed or performed or does not attend rehearsals or performances, or who is not required to be otherwise available to the ASSOCIATION except insofar as to be holding time in their calendar for the final Dress Rehearsal and the Performances. An Off-Site COVER contract may not begin earlier than the day of the final dress rehearsal or end later than the day of the final performance.
- c. The ASSOCIATION shall pay an Off-Site COVER ARTIST fifty percent (50%) of the applicable cover compensation.
- d. Should an Off-Site COVER ARTIST be required to be at the location where the production is rehearsed or performed or to attend rehearsals or performances, the ASSOCIATION shall issue such PRINCIPAL a new Standard Principal's Agreement which shall include all the applicable minimum COVER compensation terms and conditions as though such PRINCIPAL had been contracted as an On-Site COVER to begin as of the starting date of their original contract.

G. Juvenile Principal Artists

All provisions of this Agreement covering PRINCIPALS shall apply to Juvenile PRINCIPALS and Juvenile PRINCIPAL COVERS, defined as ARTISTS aged seventeen (17) years or younger, except as specifically provided below:

1. For rehearsals, Juvenile PRINCIPALS shall be paid at an hourly rate calculated as the applicable PRINCIPAL weekly rehearsal rate divided by thirty-six (36).
2. The above compensation provisions shall apply to any Juvenile PRINCIPAL performing or covering a role classified as Supporting or higher, and to Solo Bit roles twenty-four measures or longer in the version of the score being used in the production. For roles classified as Solo Bit that are fewer than twenty-four measures long and for Solo Bit roles where the Juvenile PRINCIPAL also sings in the children's chorus, such PRINCIPALS shall be paid at the hourly Chorus Bit rehearsal rate and at two times the Chorus Bit performance rate specified in Article IV.9.E.4.a and IV.9.E.4.b.
3. Juvenile PRINCIPALS singing Chorus Bit roles are not covered by this Agreement.

H. Principals Singing Chorus Music

1. If for artistic reasons, including but not limited to the production concept, the ASSOCIATION wishes to have PRINCIPALS sing music that is customarily assigned to CHORISTERS (i.e., specified as such in the score being used), then AGMA agrees to discuss the matter with the ASSOCIATION and to consider a reasonable request for a waiver of this provision in a timely manner, such request not to be unreasonably denied. Such a waiver need not be sought if PRINCIPALS join in with CHORISTERS, but rather only if PRINCIPALS sing instead of CHORISTERS.
2. If AGMA and ASSOCIATION agree on assigning chorus music to PRINCIPALS in a given production, the minimum compensation for PRINCIPALS in that production will increase by the amount of the

applicable per-performance CHORISTER rate.

3. If the production concept changes after a PRINCIPAL has been contracted, and by mutual agreement between AGMA and ASSOCIATION, PRINCIPALS will sing chorus music instead of CHORISTERS, then the per-performance chorus minimum must be paid in addition to the fee that has already been negotiated with the PRINCIPAL.

I. Cancelled Productions Due to COVID-19

1. Fall CY20: ASSOCIATION will compensate each PRINCIPAL ARTIST who has been contracted for Fall CY20, at least fifty percent (50%) of the contract value, in addition to non-refundable/non-changeable travel and fifty percent (50%) of non-refundable housing costs (upon presentation of receipts) but to not include per diem, media payments, pension or other benefits.
2. For contracted engagements after Fall CY20:
 - a. If ASSOCIATION is forced to cancel a production due to COVID-19 related restrictions, ASSOCIATION will compensate each contracted PRINCIPAL ARTIST no less than fifty percent (50%) of the contract value, in addition to non-refundable/non-changeable travel and fifty percent (50%) of non-refundable housing costs (upon presentation of receipts), but to not include per diem, media payments, pension or other benefits, if such cancellation occurs in advance of the first (1st) performance.
 - b. If such a cancellation occurs during a run, for COVID-related reasons, ASSOCIATION will compensate each PRINCIPAL ARTIST engaged fifty percent (50%) of the remaining total contract value, to include affiliated per diem, media payments, pension, other benefits, and non-reimbursable expenses for travel back to ARTIST's city of domicile, as well as fifty percent (50%) of remaining obligated housing costs incurred as a result of the engagement, if such cancellation occurs in advance of the final performance.

II.10. INTELLECTUAL PROPERTY RIGHTS

ASSOCIATION retains all rights under the CBA, however, should ASSOCIATION be unable to present a newly created SFO production within three (3) years of the originally scheduled date, then ASSOCIATION will engage in conversation with the DIRECTORS & CHOREOGRAPHERS contracted for the new SFO production that is cancelled with the purpose of arriving at a mutually beneficial arrangement in regards to intellectual and creative property rights (including the ability of the DIRECTORS & CHOREOGRAPHERS to take their concept and work to other companies or presenters).

ARTICLE III. PRODUCTION STAFF

III.1. INDIVIDUAL CONTRACTS

- A. Every individual contract between the ASSOCIATION and any ASSISTANT STAGE DIRECTOR, STAGE MANAGER and DANCE MASTER must specify, to the degree known, the operas, the language (and translation when applicable) and version, for which ASSISTANT STAGE DIRECTOR, STAGE MANAGER and DANCE MASTER are engaged.
- B. Every individual contract between the ASSOCIATION and PRODUCTION STAFF must be sent from the ASSOCIATION by March 15 for the upcoming contract year unless an emergency contract needs to be issued. Show assignments must be received by each PRODUCTION STAFF no later than thirty (30) days prior to start date of contract.

III.2. GENERAL PROVISIONS

A. Engagement

- 1. The ASSOCIATION shall engage at least one (1) STAGE MANAGER and one (1) ASSISTANT DIRECTOR for each production, and at least three (3) ASSISTANT STAGE MANAGERS for the rehearsal period of each production. The three (3) ASSISTANT STAGE MANAGERS may be reduced to two (2) ASSISTANT STAGE MANAGERS for the performance period of the production. In the case of a production in which all entrances and exits are from the same side of the stage, the ASSOCIATION may assign two (2) ASSISTANT STAGE MANAGERS for an entire production, inclusive of the rehearsal period. In the case of a remount of a production within the same contract year an additional ASSISTANT DIRECTOR need not be engaged for the remount portion of the Production if the ASSISTANT DIRECTOR from the first run of such a production is engaged to be the DIRECTOR for the remount.
- 2. The ASSOCIATION shall notify each STAGE MANAGER, ASSISTANT DIRECTOR, ASSISTANT STAGE MANAGER and DANCE MASTER who is signed to an individual ARTIST's contract of employment as to whether the ASSOCIATION will offer to engage such ARTIST for the following contract year (March 1 through February 28) and as to the number of weeks and periods of employment. Such notification shall be made in writing no later than November 15th, and PRODUCTION STAFF shall notify the ASSOCIATION in writing no later than forty-five (45) days after receiving such notification whether PRODUCTION STAFF accepts such engagement. ASSOCIATION and AGMA will reach a mutual agreement to adjust this timeline as needed when the coming season is structured on a non-traditional timeline. ASSOCIATION will notify AGMA if it intends to request a different offer deadline, with as much notice as practicable.
- 3. Contract Year 2021-22 (CY21)
 - a. Should ASSOCIATION be able to plan for mainstage programming in CY21, ASSOCIATION may make offers for such work as follows:
 - i. If known, ASSOCIATION will make offers for work for the Spring/Summer 2021 mainstage season, by no later than 12/1/20. (The 11/15 offer deadline date above shall go into effect in 2021.) PRODUCTION STAFF must accept or decline this offer in writing within forty-five (45) days. The 3/15/21 contract issuance deadline will apply to the Spring/Summer mainstage season.
 - ii. If known, ASSOCIATION will make offers for work for the Fall 2021 mainstage season by no later than 5/1/21. PRODUCTION STAFF must accept or decline this offer in writing within forty-five (45) days. For the purposes of this clause only, the 3/15/21 contract issuance deadline is waived; Fall contracts will be issued by 7/1/21 or earlier if possible.

ARTICLE III: PRODUCTION STAFF

- b. ASSOCIATION will notify each PRODUCTION STAFF member of their twelve (12) week compensated period for CY21 in Article I.8.A.3. below by no later than 2/1/21. Such 12-week time period may be different in the contract year for different individuals, and may or may not overlap with mainstage work weeks, at ASSOCIATION's discretion. PRODUCTION STAFF must accept or decline this offer in writing within thirty (30) calendar days of such offer.
 - c. For the next season when programming in the War Memorial Opera House is possible, CY20 shall be used for the purposes of determining qualifying "Regular" individuals. Blended DIRECTOR/PRODUCTION STAFF individuals (as defined in this Agreement) shall be included in the pool of "Regular" PRODUCTION STAFF if they qualify as "Regular" based on their blended weeks in CY20. The full number of hours per week shall apply as per this Agreement, with overtime clauses observed where applicable. Wages shall be earned and paid on a weekly basis.
 - d. ASSOCIATION will schedule PRODUCTION STAFF work weeks contiguously. Any alterations to this understanding must be agreed upon mutually by both parties in advance on a case-by-case basis.
 - e. ASSOCIATION will contract and compensate PRODUCTION STAFF members at one-hundred percent (100%) of the individual's rate for any additional days/weeks.
 - f. ASSOCIATION may assign individuals any work/category to fulfill this obligation during the twelve (12) weeks, not just the category to which they were assigned and contracted for CY20 (e.g. someone who was contracted in CY20 as ASSISTANT DIRECTOR can be assigned available work as an ASSISTANT STAGE MANAGER or STAGE MANAGER). If there is a rate discrepancy for assigned work versus an individual's contracted role for CY20, the higher rate will prevail.
 - g. If any individual does not wish to accept any work offered for CY21, ASSOCIATION shall have no further obligation, including payment or benefits that would have been associated with that offered work beyond the compensation and benefits set forth in Article I.8.A.3. below.
4. Contract Year 2022-23 (CY22) and Contract Year 2023-24 (CY23)
- a. ASSOCIATION may engage PRODUCTION STAFF members on an as-needed basis for CY22 and CY23 per this Agreement, however ASSOCIATION cannot predict how these seasons will unfold.
 - b. In the next year in which there is work to offer following CY20, the qualifying "Regular" PRODUCTION STAFF pool from CY20 will be used to determine the qualifying "Regular" pool for such future year. This could be CY21 or a future Contract Year.
 - c. Any non-reengagement payment made during the term of this Agreement does not signify that a PRODUCTION STAFF member with Seniority (as set forth in Article III.8.I. below) is unable to be engaged in a future season.

B. Regular Production Staff

1. Each PRODUCTION STAFF member who works a significant portion of a given contract year shall be considered REGULAR PRODUCTION STAFF. "Contract Year" shall be defined as the total number of possible PRODUCTION STAFF employment weeks in any given season including preparation weeks. "Significant Portion" shall be defined as follows:
 - a. STAGE MANAGERS and ASMs are required to work at least 2/3 (66.67%) of a contract year.
 - b. ADs are required to work at least 1/3 (33.33%) of a contract year.
 - c. DANCE MASTER is required to work at least 1/2 (50%) of a contract year.
 - d. PRODUCTION STAFF on a combination contract (any combination of SM, ASM, or AD) are required to work at least 2/3 (66.67%) of a contract year.
2. Eligible weeks and obligated hires are to be rounded up (if 0.5 or over) or down (if less than 0.5). e.g. if the total number of weeks in a season is 32, an ASM would be required to work at least 21 weeks (21.33 rounded down) to be a member of the REGULAR PRODUCTION STAFF. If the total number of weeks in a season is 34, an ASM would be required to work at least 23 weeks (22.78

ARTICLE III: PRODUCTION STAFF

rounded up). Conversely, a Regular ASM rehired for the next season (e.g. 34 weeks), would be offered a minimum of 23 weeks (22.78 rounded up) of work. If the season were 32 weeks, they would be offered a minimum of 21 weeks (21.33 rounded down).

3. At least seventy-five percent (75%) of the REGULAR PRODUCTION STAFF in the current contract year shall be offered employment in the next contract year for at least as many weeks as required above in the category of work offered (SM, AD, ASM, DM or combination). For example, a REGULAR PRODUCTION STAFF STAGE MANAGER who is offered stage management work in the next season shall be offered at least 2/3 of that contract year. The number of eligible REGULAR PRODUCTION STAFF to be rehired shall be rounded up or down. E.g. if there are 10 REGULAR PRODUCTION STAFF in one contract year, at least 8 (7.5 rounded up) would be offered work in the next contract year. If there are 11 REGULAR PRODUCTION STAFF in one contract year, at least 8 (8.25 rounded down) would be offered work in the next contract year.
4. If a member of the REGULAR PRODUCTION STAFF turns down offered work, the ASSOCIATION may, but shall not be obligated to, offer this work to a remaining member of the REGULAR PRODUCTION STAFF who was not offered work. Once initial offers have been made to the required pool (75%) as outlined, any remaining work may be offered to current PRODUCTION STAFF (regardless of "REGULAR" status), or PRODUCTION STAFF not currently working for the ASSOCIATION.
5. In the event that there are more REGULAR PRODUCTION STAFF members than work available in the upcoming contract year, employment will be offered based on seniority.
6. For the purpose of establishing this model, all PRODUCTION STAFF contracted in the 2011-12 AGMA contract year that satisfy the percentage of contract-year eligibility above in their primary job classification shall be considered to be REGULAR PRODUCTION STAFF.
7. The "Norm" Example

Norm is a STAGE MANAGER. In Year 1, Norm works over 66.67% of the total possible production staff weeks of the Year 1 season (including prep time) as a STAGE MANAGER and therefore qualifies as REGULAR PRODUCTION STAFF. Norm is offered a SM contract for Year 2 with at least 66.67% of the total possible PRODUCTION STAFF weeks in Year 2. The ASSOCIATION can count Norm's offer as part of the 75% of the REGULAR PRODUCTION STAFF who, under this provision, need to be offered employment for at least as many weeks required in the category of work offered. Norm's offer counts in the 75% because Norm is being offered a SM contract at the minimum percentage of weeks required for the category of work undertaken in the next contract year.

Norm chooses to accept the SM contract for Year 2. In Year 2, Norm works at least 66.67% of the weeks in the season as a SM and therefore qualifies as REGULAR PRODUCTION STAFF. The ASSOCIATION would like to offer Norm a contract for Year 3 and the following examples could be possible:

- a. The ASSOCIATION offers Norm an AD contract for 33.33% of the weeks in Year 3. Norm's offer counts toward the 75%.
- b. The ASSOCIATION offers Norm an AD contract for less than 33.33% of the weeks in Year 3. Norm's offer does not count toward the 75%.
- c. The ASSOCIATION offers Norm a SM contract, an ASM contract, or a combination contract for 66.67% of the weeks in Year 3. Norm's offer counts toward the 75%.
- d. The ASSOCIATION offers Norm a SM contract, an ASM contract, or a combination contract for less than 66.67% of the weeks in Year 3. Norm's offer does not count toward the 75%.

8. The "Sara" Example

Sara is a STAGE MANAGER. In Year 1, Sara works over 66.67% of the total possible PRODUCTION STAFF weeks of the Year 1 season (including prep time) as a STAGE MANAGER and therefore qualifies as REGULAR PRODUCTION STAFF. Sara is offered an AD contract for Year 2. Sara's offer would give her 33.33% of the total possible PRODUCTION STAFF weeks in Year 2. The ASSOCIATION can count Sara offer as part of the 75% of the REGULAR PRODUCTION STAFF who, under the new provision, need to be offered employment for a significant portion of the Season in the category of work offered. Sara's offer counts in the 75% because Sara is being offered an AD contract at the minimum percentage of weeks required for the category of work undertaken in the next contract year.

Sara chooses to accept the AD contract for Year 2. In Year 2, Sara works at least 33.33% of the weeks in the season as an AD and therefore qualifies as REGULAR PRODUCTION STAFF. The ASSOCIATION would like to offer Sara a contract for Year 3 and the following examples could be possible:

- a. The ASSOCIATION offers Sara an AD contract for 33.33% of the weeks in Year 3. Sara's offer counts toward the 75%.
- b. The ASSOCIATION offers Sara an AD contract for less than 33.33% of the weeks in Year 3. Sara's offer does not count toward the 75%.
- c. The ASSOCIATION offers Sara a SM contract, an ASM contract, or a combination contract for 66.67% of the weeks in Year 3. Sara's offer counts toward the 75%.
- d. The ASSOCIATION offers Sara a SM contract, an ASM contract, or a combination contract for less than 66.67% of the weeks in Year 3. Sara's offer does not count toward the 75%.

C. Non-Reengagement

1. A currently employed PRODUCTION STAFF who has worked the number of years outlined below in 2o2a. or 2o2b. and who is given a notice of non-reengagement by the ASSOCIATION shall be entitled to the following benefit. When calculating the qualifying wages for the Non-Reengagement benefits set forth herein, ASSOCIATION will average the total compensation a PRODUCTION STAFF member has earned over the previous three (3) contract years inclusive of the contract year preceding the PRODUCTION STAFF member's departure.
2. After the notice of non-reengagement is issued, the ASSOCIATION will provide PRODUCTION STAFF member transitional benefits as described below:
 - a. The ASSOCIATION will pay the PRODUCTION STAFF member who has been employed by the ASSOCIATION for six (6) years or more, or six (6) out of seven (7) consecutive years, an amount equivalent to thirty-five percent (35%) of the value of the most recent contract, excluding overtime and penalty fees, less normal payroll withholdings. Upon separation, the PRODUCTION STAFF member may elect to receive this amount paid over a six (6) month period on normal payroll dates or in a single lump sum. The ASSOCIATION will also continue to make contributions for health benefits for six (6) months.
 - b. The ASSOCIATION will pay a PRODUCTION STAFF member who has been employed by the ASSOCIATION for eleven (11) years or more, an amount equivalent to forty-five (45%) of the value of the most recent contract excluding overtime and penalty fees, less normal payroll withholdings. Upon separation, the PRODUCTION STAFF member may elect to receive this amount paid over a six (6) month period on normal payroll dates or in a single lump sum. The ASSOCIATION will also continue to make contributions for health benefits for six (6) months.

ARTICLE III: PRODUCTION STAFF

- 3. This benefit shall not be awarded to PRODUCTION STAFF members who either choose not to return or turn down an offer of employment.

D. Preparation Time

- 1. The ASSOCIATION shall provide STAGE MANAGER, ASSISTANT DIRECTORS, ASSISTANT STAGE MANAGERS and DANCE MASTERS engaged on a weekly basis with preparation time as follows:

No less than fourteen (14) working days	three (3) productions or more
No less than ten (10) working days	two (2) productions
No less than seven (7) working days	one (1) production

Preparation time shall be paid on a pro-rata weekly basis.

The ASSOCIATION shall count the total number of days (including the days of any partial weeks) for which a PRODUCTION STAFF is contracted for the purpose of calculating benefit eligibility under this Agreement. A split preparation period shall not alter the number of days counted.

- 2. Preparation time shall be compensated at the applicable rate and shall be undertaken immediately prior to the first rehearsal (including technical rehearsals) for which PRODUCTION STAFF is required. This provision may be amended should one of the following three situations exists but each shall require mutual agreement in writing between AGMA, the ASSOCIATION and PRODUCTION STAFF:
 - a. If preparation time is to be reduced to fewer than the days required in Article III.2.D.1 above. No approval of AGMA will be required to increase preparation time as long as PRODUCTION STAFF agrees and is compensated for any such increase.
 - b. If preparation time is split into two periods, one before tech rehearsals and another before start of rehearsals with PRINCIPALS. If preparation time is so split, the ASSOCIATION shall pay for travel to and from city of origin for both periods.
 - c. If other variants to the provision are mutually agreed.

III.3. DOUBLING AS STAGE DIRECTOR

The ASSOCIATION shall notify ASSISTANT DIRECTOR both orally and in writing as soon as the ASSOCIATION becomes aware that ASSISTANT DIRECTOR will be required to rehearse a production without the DIRECTOR present. If ASSISTANT DIRECTOR has to perform as DIRECTOR it will be required for the ASSOCIATION to pay the ASSISTANT DIRECTOR no less than the AGMA minimum weekly rate and pro rata for DIRECTORS. This minimum will also apply for ASSISTANT DIRECTORS performing as the DIRECTOR on productions that return into the repertory in the same contract year that have PRINCIPAL cast changes and/or rehearsal period of a week or more. Said additional fee shall be no less than the fee listed for DIRECTOR in Article II.9.B.1 above.

When a PRODUCTION STAFF member is engaged as a DIRECTOR, ASSOCIATION will combine any weeks ARTIST is engaged as a DIRECTOR along with any weeks ARTIST is engaged as a PRODUCTION STAFF member for the purpose of determining qualifying weeks for all contractual benefits including: eligibility as a "Regular" PRODUCTION STAFF member, Healthcare, Vacation, Leave, and Housing Stipend. These benefits will be paid based only on the PRODUCTION STAFF portion of weeks, and not the combined number of weeks across both categories.

III.4. DEFINITIONS

A. Stage Manager

A STAGE MANAGER (SM) is an ARTIST engaged to fulfill duties which include, but are not limited to, the following: serve as the PRODUCTION STAFF communication liaison between the DIRECTOR and ASSISTANT DIRECTOR (AD) and management and technical departments regarding schedules and logistics involving staging, technical and musical rehearsals; prepare the STAGE MANAGER's score; attend lighting sessions and document all technical cue placements; supervise scene shift rehearsals and call appropriate breaks in rehearsals; run performances; call technical cues; keep timings and write performance reports; maintain backstage operations and coordinate safety concerns during rehearsals and performances.

B. Assistant Director

An ASSISTANT DIRECTOR (AD) is an ARTIST engaged to assist the DIRECTOR whose duties include, but are not limited to: creating a production book; attending all rehearsals and performances; acting as liaison between the DIRECTOR and STAGE MANAGER and other appropriate parties; directing staging rehearsals for cast replacements, covers and/or understudies; maintaining the artistic quality of the production and the concept of the DIRECTOR during the run of a show; running curtain calls.

C. Assistant Stage Manager

An ASSISTANT STAGE MANAGER (ASM) is an ARTIST engaged to assist the STAGE MANAGER and/or ASSISTANT DIRECTOR. The primary responsibilities of an ASM include, but are not limited to: compiling all pertinent backstage information, communicating this information to ARTISTS and technicians, calling ARTIST entrances and (in conjunction with the STAGE MANAGER) maintaining backstage operations and coordinating safety concerns during rehearsals and performances; generating documents and production scores needed for presenting operas in rotating repertory and for use in remounts and rentals; familiarizing themselves with the staging of an opera so as to assist with replacement casts and to create supernumerary blocking records; possessing a knowledge of opera repertoire, musical notation, technical theater, foreign languages and computer word processing.

Production Assistants who fulfil the definition of ASSISTANT STAGE MANAGER will be engaged on AGMA contracts as ASSISTANT STAGE MANAGERS and paid the applicable rates and benefits.

D. Dance Master

1. DANCE MASTER is a PRODUCTION STAFF member engaged to fulfill duties which include, but are not limited to the following: assist with the auditions and selection of DANCERS; coordinate rehearsal scheduling; assist in rehearsals, know the choreography and movement and help to execute it in the safest possible manner. In the case of an emergency he may replace a performer or adjust the movement as necessary.
2. DANCE MASTER may assist CHOREOGRAPHER or DIRECTOR in the interpretation of their choreographic vision. If requested, DANCE MASTER will assist with stylistic movement for any production during the term of his contract. Any ASSOCIATION requests to the DANCE MASTER shall be no less than twenty-four (24) hours in advance. If the DANCE MASTER has a prior commitment, they shall make themselves available to the ASSOCIATION as soon afterwards as possible.
3. DANCE MASTER also performs the function of DANCE CAPTAIN or oversees DANCE CAPTAIN.
4. If ASSOCIATION contracts a single DANCE MASTER for all available DANCE MASTER work in a given contract year (as known at the time of contracting), ASSOCIATION may at its discretion also offer employment to said DANCE MASTER as a CHOREOGRAPHER for certain periods on a blended CHOREOGRAPHER/DANCE MASTER rate equal to the CHOREOGRAPHER weekly rate plus fifty (50)

ARTICLE III: PRODUCTION STAFF

percent of the DANCE MASTER weekly rate. For example, in the 2012-13 contract year, this would be a blended weekly rate of \$3572.57.

- a. Such rate allows for choreographic work plus dance-master work on all productions during the period for which such rate is paid.
- b. If on a blended rate, such individual shall be subject to the working conditions of the PRODUCTION STAFF section of the Agreement, recognizing that much of the individual's work will be governed by these provisions. The choreography compensation step-up recognizes the increased creative aspect of the individual's work during such time. Definition of the work of a CHOREOGRAPHER shall be as laid out in Article II.5. A PRODUCTION STAFF contract shall govern such blended work.
- c. The ASSOCIATION reserves the right to issue individual DANCE MASTER or CHOREOGRAPHER contracts at its discretion.

E. Alternative Activities for Fall Contract Year 2020 (CY20) and the entire Contract Year 2021-22 (CY21)

1. For Fall CY20 and the entire CY21 only, ASSOCIATION may assign PRODUCTION STAFF work activities regardless of classification, which may include outdoor concerts, alternate activity in the Wilsey Center, digital programming, idea development, project management work, etc. Such alternative activities during this period shall not establish jurisdiction for this nature of work moving forward.
2. ASSOCIATION shall outline alternative activity assignments in advance to AGMA, which shall not unreasonably deny agreement to such activities being assigned to PRODUCTION STAFF.

III.5. NUMBER OF PERFORMANCES

A. PRODUCTION STAFF on a Weekly Basis

1. Performances in a Day
 - a. PRODUCTION STAFF shall not be required to take part in more than one (1) performance on any one (1) day without additional compensation.
 - b. PRODUCTION STAFF required to take part in two (2) performances in one (1) day shall be paid additional contractual compensation at the rate of one-sixth (1/6) weekly compensation for the additional performance.

2. Performances in a Week

If PRODUCTION STAFF shall be required to take part in more than six (6) performances in any calendar week (Monday-Sunday) PRODUCTION STAFF shall be paid additional contractual compensation at the rate of one-sixth (1/6) weekly compensation for each such additional performance).

3. Number of Performances

PRODUCTION STAFF engaged on a weekly basis may be engaged for additional performances immediately following the last full week of employment, on the following basis:

- a. If such PRODUCTION STAFF member shall take part in three (3) or fewer performances in three (3) or fewer days or shall be required to be available to the ASSOCIATION for three (3)

ARTICLE III: PRODUCTION STAFF

or fewer days, such member shall be paid for each such performance or day of availability no less than a pro rata compensation of such member's weekly contractual compensation.

- b. If such PRODUCTION STAFF member is required to be available to the ASSOCIATION for four (4) or more days, or has taken part in four (4) or more performances in four (4) or more days, or has taken part in the maximum performances required under his contract of employment, such member shall be paid such member's full weekly contractual compensation.

III.6. LEAVES OF ABSENCE

A. Sick Leave

1. PRODUCTION STAFF engaged on a weekly basis for at least twelve (12) weeks in a contract year, shall be entitled to seven (7) paid sick leave days per contract year. PRODUCTION STAFF engaged on a weekly basis for less than twelve (12) weeks in a contract year, shall be entitled to three (3) paid sick leave days per contract year. PRODUCTION STAFF may take partial days, and the ASSOCIATION will calculate partial days on a case-by-case basis.
 - a. In each contract year, PRODUCTION STAFF members working in consecutive years may carry over any unused sick leave, up to fifty percent (50%) of the amount available from the previous contract year, up to a cap in any given contract year of ten and one-half (10.5) days. Unused sick leave days that are not carried over will not be paid.
 - b. Consecutivity shall not be broken by one (1) year off, or less, due to leave of absence, illness, accident or pregnancy.
 - c. Any PRODUCTION STAFF member who has exhausted sick leave and who misses time covered by the weekly rate shall have the weekly rate reduced pro rata for each day of absence.
 - d. The ASSOCIATION, at its opinion, may request from any PRODUCTION STAFF member a doctor's certificate, or may have its own physician at its own expense examine PRODUCTION STAFF member. Sick leave under false pretense shall be grounds for immediate dismissal.
 - e. PRODUCTION STAFF who cannot render service for reasons of illness or injury shall be compensated for work actually missed, provided that they have sick leave allocation available. Free Days shall not be compensated or counted as days of absence. Sick leave payments will be coordinated with any State Disability Insurance (SDI) or Paid Family Leave (PFL) award received unless the ARTIST notifies the ASSOCIATION no later than two (2) weeks from the first day off that the ARTIST does not want to coordinate sick leave with SDI or PFL. The ASSOCIATION shall make every effort to provide ARTISTS with information on this option including in ARTIST's initial orientation package, but the ARTIST shall be solely responsible for notifying the ASSOCIATION of an opt-out, irrespective of whether information has been received. If the ARTIST remains on sick leave and the SDI or PFL is exhausted, the ASSOCIATION shall continue to provide sick leave coverage until an ARTIST's sick leave allowance is exhausted. This provision shall not be applied in any manner reducing an employee's total benefit.
2. To the fullest extent permitted, this Agreement shall operate to waive any provision of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

ARTICLE III: PRODUCTION STAFF

B. Leaves of Absence and Maternity Leave

Maternity/Medical Leave: Such leave shall fall under the provisions of this section with the exclusion of the six (6) year employment requirement, the date of request requirement, and the limitation of a maximum of one (1) leave across the PRODUCTION STAFF. Maternity leave shall be treated as any other disability in accordance with California and Federal law and shall qualify under SDI guidelines. PRODUCTION STAFF on Maternity/Medical Leave shall continue to accrue years of service while on a leave of absence.

C. Bereavement Leave

For PRODUCTION STAFF engaged on a weekly basis for at least twelve (12) weeks, five (5) days of bereavement leave may be taken in each contract year. Bereavement Leave may be taken for the following: spouse, domestic partner, child, child of domestic partner, parent (biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child), grandparent, mother-in-law, father-in-law, grandchild, sibling and anyone to whom the ARTIST is the primary caregiver. The first five (5) days of the six (6) allotted days Bereavement leave will not be deducted from sick leave.

D. Family Leave

PRODUCTION STAFF engaged on a weekly basis for at least twelve (12) weeks, may take up to five (5) days of Family Leave with pay per contract year in the event of having a child or becoming a parent or due to an illness of a qualifying family member. For the purposes of Family leave, family is to be defined as any of the following: spouse, domestic partner, child, child of domestic partner, parent (biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child), grandparent, mother-in-law, father-in-law, grandchild, sibling and anyone to whom the ARTIST is the primary caregiver. Family Leave will be applicable to illness in addition to becoming a new parent. Family Leave will be deducted from sick leave.

E. Personal Leave

ASSOCIATION and PRODUCTION STAFF understand the level of commitment of PRODUCTION STAFF work and interdependency of the production team, and mutual good will exists between the ASSOCIATION and PRODUCTION STAFF to support each other in covering workload and allowing flexibility for leave.

1. Each PRODUCTION STAFF engaged on a weekly basis for at least twelve (12) weeks may take up to four (4) personal leave days with pay each contract year. Should an exception arise, a request for additional, unpaid Personal Leave can be made, to be granted at ASSOCIATION's discretion. In addition, ASSOCIATION will consider requests to take more than any three (3) consecutive Personal Leave days on a case-by-case basis.
2. PRODUCTION STAFF shall give the ASSOCIATION at least fourteen (14) days' notice of the requested time off. Personal leave for known room run throughs, onstage rehearsals and performances shall be given solely at the discretion of the ASSOCIATION.
3. The ASSOCIATION shall not be required to grant personal leave to more than one (1) PRODUCTION STAFF per day. Restrictions on the number of PRODUCTION STAFF permitted to take personal leave may be lifted on a case-by-case basis at the discretion of the ASSOCIATION.

F. Unpaid Leaves of Absence

1. To be eligible for an unpaid leave of absence,
 - a. The PRODUCTION STAFF member must have worked six (6) consecutive years or six (6) out of seven (7) consecutive years prior to taking the leave of absence. If no leaves have been

ARTICLE III: PRODUCTION STAFF

granted by ASSOCIATION's latest possible reply deadline as outlined below, PRODUCTION STAFF with at least five (5) consecutive years of engagement may request a leave as an exception, and ASSOCIATION can grant it at its discretion. Such requests will be given every consideration, however the final decision will be at the ASSOCIATION's discretion. All requests for leave will be submitted by the same deadline as outlined below, and the same deadline to reply as outlined below will apply.

- b. The PRODUCTION STAFF member must make a request for the leave of absence for the following contract year, unless the leave is requested for disability related to pregnancy or childbirth or to care for a newborn or newly adopted child. For such pregnancy or childcare related leaves, the PRODUCTION STAFF member must make a request for the leave of absence two (2) weeks prior to the start of the contract period for which leave is requested.
 - c. A PRODUCTION STAFF member may take only one leave under this section in any five-year period.
2. The terms of the leave shall be as follows:
 - a. PRODUCTION STAFF must make request in writing for all unpaid leaves of absence no later than November 1 prior to the beginning of the contract year during which the leave is to be taken. Association may make offers earlier than Nov 15 deadline. The ASSOCIATION shall reply in writing to each request within thirty-four (34) calendar days. PRODUCTION STAFF will make best efforts not to request leave of absence after an engagement offer is accepted. Requests for leaves of absence may not be rescinded after November 1.
 - b. A leave of absence under this section shall not exceed one contract year.
 - c. The ASSOCIATION will continue to make contributions for Health Insurance Coverage for up to six (6) months of a leave of absence under this section.
 - d. If a PRODUCTION STAFF member on a leave of absence notifies the ASSOCIATION in writing of the desire to return to PRODUCTION STAFF NO LATER than November 1 of the contract year in which such member is taking a leave of absence, such member will be re-employed in the succeeding contract year without loss of seniority.
 3. The ASSOCIATION is not required to grant more than one (1) leave of absence per contract year under this section. If there is more than one (1) request for a leave for the same contract year, the ASSOCIATION will grant one (1) leave of absence on the basis of seniority. This seniority priority may be superseded by ASSOCIATION's deadline to reply to a leave of absence request, in instances in which the request is submitted prior to PRODUCTION STAFF's deadline for such request. For qualifying individuals, this limit on the number of leaves will not apply to family, medical or pregnancy leaves as required by state or federal law.
 4. If the ASSOCIATION hires a replacement for a PRODUCTION STAFF member on leave, the replacement shall receive Health Insurance in accordance with Article I.11 if such replacement works the qualifying number of weeks.
 5. Nothing in this section is intended to limit benefits available to employees under the federal Family and Medical Leave Act, the California Family Rights Act or the California Pregnancy Leave Law. For eligible employees, leaves under this section will run concurrently with leaves under those laws.

G. Long Term Disability

1. The ASSOCIATION shall provide Long Term Disability insurance (LTD) to all PRODUCTION STAFF engaged on a weekly basis for at least twelve (12) weeks, of 60% of pre-disability earnings to a maximum benefit of \$5,000 per month.
2. The amount of benefits payable under LTD insurance policy may be reduced by the amount of Workers' Compensation or State Disability Insurance (SDI) payments received during the period of time that such payments are actually received, to the extent that the policy requires such deductions.
3. A PRODUCTION STAFF member's place within the PRODUCTION STAFF will only remain open for a period no longer than the remainder of the contract year in which PRODUCTION STAFF member stops working because of a long term disability (as defined in the group long term disability insurance policy) and the following contract year. After such time if the PRODUCTION STAFF member is not eligible to return to work, (after participating in an interactive process with the ASSOCIATION and the PRODUCTIONS STAFF member utilizing information provided by a medical professional to determine if reasonable accommodation is available), the PRODUCTION STAFF member's employment and benefits as an active employee will end and the ASSOCIATION may fill the vacated position. For example, is a PRODUCTION STAFF member stops working at any point in the 2016-17 contract year and goes onto LTD, if he is not eligible to return to work at the start of the 2018-19 contract year, such member's employment with the ASSOCIATION will end. Should the PRODUCTION STAFF member be medically released to duty during a contract year for which such member is eligible to return to work, and can perform the position with or without reasonable accommodation, the PRODUCTION STAFF member will receive compensation and benefits from the point such member returns to work.

III.7. REHEARSAL CONDITIONS

A. Work Week

1. Hours Worked

For the purpose of calculating PRODUCTION STAFF hours in a day or week, including the calculation of overtime and premium pay, the ASSOCIATION shall include all hours worked. It is understood by both ASSOCIATION and AGMA that required paperwork is part of a PRODUCTION STAFF's work.

2. Overtime for PRODUCTION STAFF

PRODUCTION STAFF shall not be required to work more than sixty (60) hours in a week or ten (10) hours in a day without overtime compensation in accordance with Article III.8.A.1 and III.8.A.2.

B. Elapsed Time Between Rehearsals

1. PRODUCTION STAFF may not be called for a service unless ten (10) hours have elapsed since their dismissal from their prior service on the preceding day. If a break of ten (10) hours is not given, then the PRODUCTION STAFF will be given a penalty fee of Fifty Dollars (\$50.00), escalated at the contractual rates of increase.
2. PRODUCTION STAFF must receive a fifteen (15) minute break during a three (3) hour rehearsal. No less than five (5) minutes of break time per hour of rehearsal for rehearsals longer than one (1) hour, to be taken at a practicable time.

ARTICLE III: PRODUCTION STAFF

C. Free Day

1. PRODUCTION STAFF will be allowed one (1) Free Day in each week for which they are contracted. For purposes of this clause, a week shall be considered to be the seven (7) day period ending on Sunday. In the event that PRODUCTION STAFF is required to work a Free Day in any week, ARTIST shall receive additional compensation in the amount of one-third (1/3) of the individual ARTIST's weekly salary.
2. For all contracted weeks PRODUCTION STAFF shall not be required to work more than ten (10) consecutive days without a Free Day. Should PRODUCTION STAFF be required to work an eleventh (11th) day, PRODUCTION STAFF will receive additional compensation equal to 1/6 of their weekly compensation (i.e., the 11th day will be paid at double time). This additional compensation shall continue to be paid for each day worked past the eleventh (11th) day until a Free Day is given. ASSOCIATION will use best efforts when scheduling PRODUCTION STAFF to limit recurrences of ten (10) or more day span within a season segment (Spring or Fall season) and/or calendar/contract year.
3. PRODUCTION STAFF shall be given a list of scheduled Free Days for each period of the season, subject to change, no later than the first day of work in each period.

D. Length of Rehearsal

No rehearsal can be longer than four (4) hours from the scheduled rehearsal start time to scheduled rehearsal end time without a penalty with the exception of those rehearsals designated as PCA (+), PCA+, or OCA (+) on the rehearsal schedule, in which event no rehearsal can be longer than five (5) hours without a penalty. In the event that a rehearsal lasts longer than what has been set forth within this paragraph, PRODUCTION STAFF shall be given a penalty. The penalty referred to under this paragraph is equivalent to the meal penalty set forth in [Article III.8.D](#). An OA+/OCA+ shall be treated the same as a performance.

E. Production Staff Presence

At least one (1) PRODUCTION STAFF member must be present at all company-scheduled rehearsals and notes sessions. This provision shall not apply to musical coachings (including ensemble coachings that are purely musical in nature and last no more than one (1) hour), orchestra readings, or chorus music-only rehearsals. It is understood by all parties that there are some notes that may be given by a DIRECTOR or CONDUCTOR in private, due to the sensitivity of a particular note or situation. This scenario shall not be precluded by the above language.

F. Production Staff Work After 12 Hours

Should PRODUCTION STAFF work more than twelve (12) hours in any day, time worked beyond twelve (12) hours shall be compensated at double time in fifteen (15) minute increments.

G. Production Staff Functioning as Translator

ASSOCIATION and AGMA affirm that, as an international company, language skills are a valuable addition to the work environment and nothing herein shall prevent a PRODUCTION STAFF member from exercising those skills or being hired because of those skills. However, should foreign language translation services be necessary in the rehearsal process, ASSOCIATION shall engage a translator.

H. Costume Transportation

The ASSOCIATION shall not require PRODUCTION STAFF to transport costumes between any buildings. PRODUCTION STAFF may assist in distributing rehearsal costumes to ARTISTS within a rehearsal venue unless this would interfere with other PRODUCTION STAFF duties in the opinion of the Production STAGE

ARTICLE III: PRODUCTION STAFF

MANAGER, in which case the ASSOCIATION shall provide costume assistance in the rehearsal venue. Should costume transport or assistance push PRODUCTION STAFF into a meal break, the meal penalty shall be payable as outlined in Article III.8.D.

I. Wireless Internet Access

In order to meet professional needs, the ASSOCIATION will provide wireless internet access throughout the War Memorial Opera House rehearsal areas and Zellerbach rehearsal facility to the degree reasonably practicable and permissible by the War Memorial management and their trustees. Should the ASSOCIATION rehearse in another location, and should the ASSOCIATION determine that Internet access is required for work undertaken by PRODUCTION STAFF members, ASSOCIATION shall provide applicable internet access for the task(s) requested by the ASSOCIATION. The ASSOCIATION shall retain the right to set utilization and access policies for all company members.

III. 8. COMPENSATION

A. Employment On a Weekly Basis In or Outside San Francisco

1. Compensation for weekly PRODUCTION STAFF working up to sixty (60) hours per week shall be based on an assumption of forty (40) hours of straight time and twenty (20) hours of overtime at time-and-a-half (equivalent to seventy [70] hours of straight time). To calculate the hourly rate within a given weekly salary, the weekly salary shall be divided by seventy (70). Time-and-a-half shall be calculated on this hourly rate multiplied by 1.5. Double time shall be calculated on this hourly rate multiplied by 2.0.

<u>Classification</u>	<u>Perfs/Wk</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Stage Manager / Assistant Director	6	\$2,330.89	\$2,330.89	\$2,377.51	\$2,425.06
Assistant Stage Manager	6	\$1,652.40	\$1,685.45	\$1,719.16	\$1,787.92
Dance Master	6	\$2,593.37	\$2,593.37	\$2,645.24	\$2,698.14
Dance Master/Choreographer Blended Rate	6	\$4,393.81	\$4,455.75	\$4,544.86	\$4,635.76

2. The straight-time hourly rates shall be as follows:

<u>Classification</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Stage Manager / Assistant Director	\$33.30	\$33.30	\$33.97	\$34.65
Assistant Stage Manager	\$23.61	\$24.08	\$24.56	\$25.55
Dance Master	\$37.05	\$37.05	\$37.79	\$38.55
Dance Master/Choreographer Blended Rate	\$62.77	\$63.65	\$64.93	\$66.23

3. For the CY21 contract year only, ASSOCIATION will guarantee twelve (12) weeks of compensation including pension and vacation to each PRODUCTION STAFF member listed in Addendum I. as the "core" Production Staff who has been contracted for the CY20 including anyone who has taken a Leave of Absence during CY20. The rates for these twelve (12) weeks of guaranteed compensation will be based on the highest Production Staff rate under which an individual was contracted to work in CY20 (with no blended or principal artist rates included). Wages shall be earned and paid on a weekly basis. In addition, ASSOCIATION shall guarantee each individual listed in Addendum I. Health Fund and Supplemental Health Benefits under Article I.11. of the CBA.

Nothing shall obligate ASSOCIATION to compensate for additional weeks of work beyond the twelve (12) weeks set forth herein. Additionally, no non-reengagement benefit shall be applicable.

ARTICLE III: PRODUCTION STAFF

4. Employment On a Per-Performance Basis In or Outside San Francisco

<u>Classification</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Stage Manager / Assistant Director	\$1,084.33	\$1,084.33	\$1,106.02	\$1,128.14
Assistant Stage Manager	\$768.07	\$783.43	\$799.10	\$831.06
Dance Master	\$1,418.67	\$1,418.67	\$1,447.04	\$1,475.98

B. Housing Stipend

The ASSOCIATION shall provide a housing stipend of One Hundred and Twenty Five Dollars (\$125.00) per week up to a maximum of \$1,500.00 per person per contract year, to PRODUCTION STAFF whose City of Origination is fifty (50) miles or more from the War Memorial Opera House and who are required to secure housing during their contract. This is an ongoing payment if eligible, not once per lifetime.

C. Meal Penalty

If a PRODUCTION STAFF member is provided less than a one (1) full hour meal break per meal period (lunch or dinner), a Meal Penalty of one (1) hour of the base hourly rate will be payable. In addition, one-quarter (1/4) of the base hourly rate will be paid for each fifteen (15) minutes or fraction thereof worked into the meal break. Both amounts shall be in addition to the weekly salary. For example, if the PRODUCTION STAFF member receives a lunch break from 12:08 p.m. to 1:00 p.m. (52 minutes), the compensation incurred over the weekly salary would be one hour and 15 minutes.

D. Vacation Pay

1. All PRODUCTION STAFF engaged for ten (10) weeks or more in any one (1) contract year will accrue vacation pay at a rate of eight percent (8%) of the applicable minimum weekly salary. Vacation pay will not be paid on overtime or special rates.
2. The payment of accrued vacation pay shall be made upon the conclusion of the individual’s engagement contract along with the final weekly payment. When there is more than one (1) week’s hiatus between contracted periods the payment of accrued vacation pay shall be made upon the conclusion of each segment of the contract year along with the final weekly payment.

E. Costume Fee

In the event a PRODUCTION STAFF member is required to wear a costume in the course of his duties he will receive an additional \$50 per performance for performances only, escalating at the contractual rates of increase.

F. Travel

The ASSOCIATION will provide transportation for PRODUCTION STAFF to and from San Francisco and PRODUCTION STAFF’S City of Origination. PRODUCTION STAFF agrees to travel by regularly scheduled airline; however, PRODUCTION STAFF and ASSOCIATION may agree to alternate means of transportation by mutual consent of the parties, to be indicated in the Individual Employment Contract.

G. Use of Personal Vehicle

It shall not be a condition of employment that any PRODUCTION STAFF member own or rent a motor vehicle or be responsible for the maintenance of any vehicle. Should a PRODUCTION STAFF member be required to use his automobile for work relating to the production other than to and from his place of

ARTICLE III: PRODUCTION STAFF

employment, such use shall be in accordance with the ASSOCIATION's vehicle usage policy and the ASSOCIATION shall reimburse such PRODUCTION STAFF no less than the current IRS rate per mile. A PRODUCTION STAFF member using their personal vehicle for ASSOCIATION business, which does not include driving to and from work, is covered by the ASSOCIATION's vehicle insurance policy secondary to their personal vehicle coverage. Should the PRODUCTION STAFF's insurance not provide coverage for a business related incident, ASSOCIATION's coverage shall become primary.

H. Seniority

Beginning in the third year of service, each PRODUCTION STAFF member shall receive a seniority payment of Fifteen Dollars (\$15) per week. This amount shall increase by an additional Fifteen Dollars (\$15) per week for each additional year of service, up to a maximum of Seventy-Five Dollars (\$75) per week beginning in the seventh year of service.

ASSOCIATION will honor all seniority accrual for each PRODUCTION STAFF member for the term of this Agreement. For CY20, Seniority will accrue for PRODUCTION STAFF as per the individual contracts for that year. PRODUCTION STAFF shall accrue Seniority thereafter if contracted, per the CBA, inclusive of the twelve (12) weeks set forth in paragraph 3.a. below. If ASSOCIATION does not offer work for CY22 OR CY23 to a PRODUCTION STAFF member who was engaged for CY20, such PRODUCTION STAFF member will retain seniority as if consecutively had not been broken. (For instance, if PRODUCTION STAFF member has 9 years of consecutive employment after CY21 (e.g. inclusive of the 12 weeks' guaranteed compensation), but they are not offered work in CY22 or CY23, they will still have 9 years when the tally resumes if work is offered and accepted in CY24.) This clause is based on the specific effects of the COVID-19 pandemic, and shall sunset at the end of this agreement.

I. Fall CY20

1. ASSOCIATION will compensate each PRODUCTION STAFF member engaged for the Fall CY20 season, at least fifty percent (50%) of the total contract value including pension and vacation. ASSOCIATION will compensate Media payments at one-hundred percent (100%).
2. Should ASSOCIATION schedule a PRODUCTION STAFF member to work (remotely or otherwise), the fifty percent (50%) payment set forth above, will cover up to twenty-four (24) hours of work per week, and shall be payable on a weekly basis.
3. As needed, on a case by case basis, ASSOCIATION and PRODUCTION STAFF member will mutually agree on how this work set forth by ASSOCIATION will be scheduled.
4. Should the Association require additional hours beyond the twenty-four (24), ASSOCIATION will compensate such hours at one-hundred percent (100%) of the individual's hourly rate with overtime applicable as set forth in the CBA. In no case shall an individual working a full week (e.g. 60 hours per the CBA) during this period

J. For contracted engagements after Fall CY20:

1. If ASSOCIATION is forced to cancel a production due to COVID-19 related restrictions prior to contracted start date, ASSOCIATION will compensate each contracted PRODUCTION STAFF member no less than fifty percent (50%) of the contract value, in addition to non-refundable/non-changeable travel and 50% of non-refundable housing costs (upon presentation of receipts), but to not include media payments, vacation or pension (except health coverage as set forth in paragraph A. 4. b. above).
2. If such a cancellation occurs due to COVID-19 related restrictions after the contracted start date, ASSOCIATION will compensate each contracted PRODUCTION STAFF member fifty percent (50%) of the remaining total contract value, to include affiliated media payments, pension, vacation, and non-reimbursable expenses for travel back to ARTIST's city of domicile, as well as 50% of obligated housing costs incurred as a result of the engagement, if such cancellation occurs in advance of the contracted end date.
3. For CY21 such payments will only apply to any weeks beyond the twelve (12) guaranteed weeks set forth in paragraph D. 3. a. above.

ARTICLE IV. CHORISTERS

IV.1. DEFINITIONS AND GENERAL PROVISIONS

A. Chorus Categories

1. Composition of the San Francisco Opera Chorus

The San Francisco Opera Chorus may be composed of five (5) groups:

2. Regular Chorus

CHORISTERS engaged on a full-time weekly basis with guaranteed employment at minimum compensation as described below.

- a. Regular CHORISTERS shall be offered engagement first for all San Francisco Opera productions before Extra CHORISTERS or Guaranteed Auxiliary CHORISTERS may be hired.
- b. Regular CHORISTERS shall be offered employment first for any ASSOCIATION production outside of the regular performance season and shall be employed at the rates and conditions of the governing CBA.
- c. If a particular opera or other performance requires the utilization of a chorus in which a special skill or specific characteristic is required in order to fulfill the compositional requirements or desired production concept of the work, and, after seeking those special skills or specific characteristics within the Regular Chorus, the ASSOCIATION determines that there is not a sufficient number of such Regular CHORISTERS available, AGMA will consider a waiver to allow the utilization of non-Regular CHORISTERS in such instances in which the full Regular Chorus could not be utilized, under the conditions specific to such waiver. Such permission will not be unreasonably withheld.
- d. No CHORISTER shall be hired to perform all the work to be performed by a Regular CHORISTER in each contract year without being placed on a weekly salary.

3. Extra Chorus

CHORISTERS engaged on a per performance basis as needed and available for performances and daytime or evening rehearsals as scheduled.

- a. Extra CHORISTERS will be employed on a year to year basis, subject to an annual audition normally to be held in December of each year. Those Extra CHORISTERS previously engaged but not assigned shall also be notified and provided with the reason(s) for the ASSOCIATION's decision.
- b. Extra CHORISTERS shall attend all scheduled rehearsals contained in their individual contract, unless an excused absence has been authorized by the Chorus Director. All requests for absence shall be submitted to the Chorus Director in writing, except in emergency circumstances. When making Chorus schedules, ASSOCIATION will bear in mind that Extra CHORISTERS may have commitments during the day on weekdays.

ARTICLE IV: CHORISTERS

4. Guaranteed Auxiliary Chorus ("GAX")

- a. General Conditions. The ASSOCIATION shall guarantee the employment of the existing Guaranteed Auxiliary CHORISTERS on the basis of no less than two (2) units of work each (i.e., all rehearsals and performances of two (2) full length operas) in each contract year.
- b. The ASSOCIATION shall contribute to the AGMA Pension Fund and Health and Welfare Funds on behalf of said CHORISTERS as provided herein.
- c. All provisions of this contract applicable to CHORISTER reengagement of tenured CHORISTERS shall be applicable to the Guaranteed Auxiliary CHORISTERS.

5. Substitute Regular Chorus

CHORISTERS engaged on a full-time weekly basis with guaranteed employment at a minimum compensation as described below who replace a Regular CHORISTER on leave.

- a. Substitute Regular CHORISTERS shall be paid at no less than the entry-level contractual compensation for Regular CHORISTERS, and shall be eligible for Bereavement Leave, Family Leave, and Sick Leave with no fewer hours than those allotted for an entry level Regular CHORISTER.
- b. Substitute Regular CHORISTERS may be employed for any number of consecutive, or non-consecutive, years by the ASSOCIATION. A Substitute Regular CHORISTER is not eligible for seniority pay increases or sick leave increases, nor are they eligible for tenure.
- c. If someone who has worked as a Substitute Regular CHORISTER is hired as a Regular CHORISTER, past immediately consecutive years of service as a Substitute Regular CHORISTER will be counted in determining seniority pay and sick leave levels, but will not be used in determining tenure status.

6. Preferred Extra Chorus

Entry into the Preferred Extra Chorus sunset on February 29, 2012, but those CHORISTERS who were members of the Preferred Extra Chorus on that date shall continue to receive the following benefits until retirement from the Preferred Extra Chorus:

- a. Preferred Extra CHORISTERS shall be offered right of first refusal for no less than two (2) productions, so offered by the Chorus Director, per contract year, and upon acceptance, shall receive compensation and benefits as provided under this Agreement.
- b. Whether they accept any work or not, such Preferred Extra CHORISTERS shall retain full Health Plan A coverage and Plan B contributions as set forth in Article I.11.B of this Agreement as long as such CHORISTER:
 - i. is not eligible for Medicare;
 - ii. is not covered by another employer's health plan; or
 - iii. is not covered by their spouse's or domestic partner's health insurance.
- c. For the purposes of calculations of Retirement Bonus, Preferred Extra CHORISTERS shall receive a year of service for each year in which they accept work in two (2) or more productions. At retirement from the Preferred Extra Chorus, CHORISTER shall receive their Retirement Bonus based on their weekly salary during his last year in the Regular Chorus.

7. Child Chorister

The ASSOCIATION may engage Child CHORISTERS wherever the score of an opera so requires children's choruses to sing. No terms or conditions of the Basic Agreement shall apply to the engagement of such Child CHORISTERS.

8. Chorister

The term "CHORISTER" shall be deemed to apply to all Regular CHORISTERS, all Extra CHORISTERS, all GAX, all Substitute Regular CHORISTERS, and all Preferred Extra CHORISTERS, unless specifically delineated separately. The term "per-performance CHORISTER" shall include all Extra CHORISTERS and GAX.

9. Supernumeraries

No Supernumerary shall be allowed to mouth the words of the Chorus or otherwise appear to be singing.

B. Engagement

1. Employment on a Weekly Basis

a. Employment Guarantee

The ASSOCIATION guarantees to employ in each year not less than forty-eight (48) Regular CHORISTERS, or in the event of a Regular CHORISTER on leave, not less than forty-eight (48) Regular and Substitute CHORISTERS. Of the forty-eight (48) Regular and Substitute Regular CHORISTERS, there shall be no less than twenty-two (22) total Sopranos and Mezzos and twenty-two (22) total Tenors and Baritones/Basses with no less than ten (10) REGULAR CHORISTERS per section in any contract year. Regular CHORISTERS will be guaranteed not less than the Guaranteed Compensation set forth in Article IV.9.A.2 of this Agreement.

b. Additional Performances

Regular CHORISTER (including Substitute Regular CHORISTERS) engaged on a weekly basis may be engaged for additional performances immediately following the last full week of employment, on the following basis and providing such employment is contracted for in the original contract of employment:

i. Three (3) or Fewer Performances

If such CHORISTER shall sing three (3) or fewer performances in three (3) or fewer days or shall be required to be available to the ASSOCIATION for three (3) or fewer days, they shall be paid for each such performance or day of availability no less than one-fourth (1/4) of their weekly contractual compensation.

ii. Four (4) or More Performances

If such CHORISTER is required to be available to the ASSOCIATION for four (4) or more days, or has sung four (4) or more performances in four (4) or more days, or has sung the maximum performances required under their contract of employment, they shall be paid their full weekly contractual compensation.

c. Terms of Engagement

i. Status

CHORISTER engaged on a weekly basis for the Regular Chorus shall become a tenured member of the Regular Chorus upon being engaged for a third consecutive year of employment. All first (1st) and second (2nd) year CHORISTERS shall be terminable at will, subject to their individual contracts.

ii. Non-Tenured Members

Not later than December 15 of each year, the ASSOCIATION shall notify each nontenured member of the Regular Chorus of their reengagement (or non-reengagement) for the following year. Nontenured members of the Regular Chorus must respond to such offer of reengagement within two (2) weeks of receipt of such offer. If ASSOCIATION's holiday break interferes with CHORISTER's ability to meet the two (2) week deadline to respond, CHORISTER may request to respond up to one (1) week following the re-opening of the administrative offices.

iii. Tenured Members

There will be no less than forty-eight (48) Tenured Regular CHORISTERS, provided a sufficient number of Tenured CHORISTERS, or those eligible for tenure, accept employment. All tenured members of the Regular Chorus shall be reengaged from year to year except when the ASSOCIATION gives a notice of non-reengagement, as specified in Article IV.2.A.8. Failure on the part of the ASSOCIATION to give such notice of non-reengagement to tenured members of the Regular Chorus shall constitute an offer of reengagement. Not later than November 15, the ASSOCIATION shall notify all Tenured CHORISTERS of the earliest date back for the following contract year. Not later than December 1, a Regular CHORISTER shall notify the ASSOCIATION in writing of their acceptance of reengagement as a member of the Regular Chorus for the following year.

For all tenured CHORISTERS, an offer letter of re-engagement rather than an annual contract will be issued, as indicated in ADDENDUM E or as otherwise mutually agreed between ASSOCIATION and AGMA. Letters of reengagement shall be executed in single original copy, to be retained by the ASSOCIATION. Copies of these letters shall be sent to AGMA as required by AGMA guidelines.

iv. New Hires

The ASSOCIATION shall send offers of engagement to New Hire Regular or Substitute Regular CHORISTERS beginning December 15, in advance of the following contract year. A tentative calendar that is subject to change will be issued with each offer.

v. Engagement Timeline

If the next year's work or the current year's auditions are such that the CBA timeline for engagement/reengagement is not feasible, the ASSOCIATION may discuss deviations from it at Joint Committee; any deviations from the aforementioned engagement/reengagement timeline require approval by the Joint Committee, which shall not be unreasonably withheld.

ARTICLE IV: CHORISTERS

vi. Hiring of Regular Choristers in Contract Year 2021-22 (CY21)

1. ASSOCIATION will offer engagement to all non-retiring Regular CHORISTERS engaged in CY20, including Tenure Track, in the Regular Chorus for CY21.
2. ASSOCIATION will offer tenure track contracts in CY21 to all Substitute Regular CHORISTERS who were hired for CY20.
3. ASSOCIATION will not be required to replace any CHORISTERS for CY21 who does not accept employment in the Regular Chorus for CY21.
4. ASSOCIATION will not be required to replace Regular CHORISTERS on leave. However, if ASSOCIATION does engage any Substitute Regular CHORISTER for any reason, ASSOCIATION will engage such Substitute Regular CHORISTER for the same guaranteed compensation as any other Regular CHORISTER.

vii. Hiring of Extra Choristers in Contract Year 2021-22 (CY21)

ASSOCIATION will engage Extra CHORISTERS on an as needed basis. All Extra CHORISTERS hired for the CY20 contract year must be offered extra chorus work in CY21 before new Extra CHORISTERS are engaged, limited to available Extra Chorus work for the same vocal type. If there is no Extra Chorus work on the main stage available for CY21, then this provision will apply for any available work for CY22.

2. Per-Performance Choristers

- a. The ASSOCIATION shall send offers of engagement to Per-Performance CHORISTERS beginning December 15 in advance of the following contract year. A tentative calendar that is subject to change will be issued with each offer. The 90% rehearsal time guarantee (as outlined below) will be based on the calendar referenced in IV.8.A.9.a instead.
- b. The ASSOCIATION shall calculate the amount of compensation represented by the total number of rehearsal hours scheduled for each Extra CHORISTER according to the schedule referenced in IV.8.A.9.a, including any pre-determined schedule specifications, such as scene assignments, section-specific calls, etc. Such total compensation amount, as calculated for each individual Extra CHORISTER's contract, shall not be reduced by more than ten percent (10%), taking into account canceled, added and/or shortened rehearsals for all operas to which they are assigned (including "Run-Through Rehearsals"), but not counting dressing time, or undressing time.
- c. At the end of each individual Extra CHORISTER's contract for the contract year, the ASSOCIATION shall determine if Extra CHORISTER's compensation has been reduced by more than ten percent (10%) as specified above, in which case the appropriate payment shall be made to said Extra CHORISTER.

C. Scores and Stands

1. The ASSOCIATION will provide legible music parts to CHORISTERS.
2. The ASSOCIATION will provide music stands to CHORISTER for all music-only rehearsals with piano, except that, music stands need not be provided for music rehearsals with piano lasting less than 30 minutes.
3. CHORISTERS shall promptly return all scores made available by the ASSOCIATION upon completion of the last performance of that particular production. In the event CHORISTER does not return the

score, the ASSOCIATION may require payment from them for same. Payment shall not exceed the actual cost of the score.

D. Performance Call Time

Each CHORISTER shall be in the theater at least one (1) hour before each performance, unless another time has been mutually agreed upon by CHORISTER and the ASSOCIATION.

E. Meetings with Chorus Director

The Chorus Director will meet with a CHORISTER upon CHORISTER's request to discuss any artistic matter pertaining to the CHORISTER, such as hearings, assignments to solo roles, reengagement or non-reengagement, etc. The ASSOCIATION and AGMA encourage any CHORISTER who has questions regarding CHORISTER's job performance or who desires to receive suggestions for upcoming auditions to meet with the Chorus Director and discuss these issues.

IV.2. COACHING PROGRAM AND HEARINGS

A. Coaching Program Process

1. The ASSOCIATION and CHORISTERS shall work together to ensure that all members of the Chorus are performing at the highest artistic level.
2. If the ASSOCIATION has determined that CHORISTER has demonstrated a material deficiency in musical performance with respect to voice, musicianship, memorization, ability on stage or a material failure to perform at the vocal and artistic level of the chorus, the ASSOCIATION shall meet with that CHORISTER and an AGMA Representative and inform CHORISTER of the deficiency. This meeting shall take place no later than December 1. The ASSOCIATION will inform CHORISTER as to where and when any problems were noticed. At this meeting, the ASSOCIATION may place CHORISTER on the Coaching Program beginning the next contract year. Should CHORISTER be placed on the Coaching Program, the ASSOCIATION shall give CHORISTER a written notice specifying the reasons. The AGMA Area Representative or someone designated by AGMA shall receive a copy of this notice and the ASSOCIATION's copy shall be kept in a separate, confidential file and shall not become part of the CHORISTER's general personnel file or record. No more than four (4) CHORISTERS may be placed on the first year of the Coaching Program per contract year.
3. During the Coaching Program the ASSOCIATION will provide CHORISTER, at its expense, up to sixteen (16) one-hour coaching sessions during each year of the Coaching Program. The coach shall be mutually agreed upon by the ASSOCIATION and CHORISTER. CHORISTER on the Coaching Program will not be compensated for such coaching time.
4. While on the Coaching Program, CHORISTER may request an individual voice presentation which shall be scheduled at a time that is mutually agreed upon by CHORISTER and the ASSOCIATION. This presentation may be attended by representatives of the AGMA Local Area Committee. A written assessment of the individual voice presentation shall be sent to CHORISTER no later than seven (7) days afterward, with one copy being sent to the AGMA Area Representative or someone designated by AGMA and a second copy being kept in the ASSOCIATION's confidential file.
5. At any time during the Coaching Program, the ASSOCIATION may request a hearing of CHORISTER, per Article IV.2.C.1. Such hearing shall be scheduled at a time that is mutually agreed upon by CHORISTER and the ASSOCIATION. This hearing may be attended by representatives of the AGMA Local Area Committee. A written assessment of the hearing shall be sent to CHORISTER no later than seven (7) days afterward, with one copy being sent to AGMA and a second copy being kept in the ASSOCIATION's confidential file.

ARTICLE IV: CHORISTERS

6. In any event, the ASSOCIATION shall issue a written assessment of CHORISTER's progress no later than December 1 of the first year of the Coaching Program. One copy of each assessment shall be sent to the AGMA Area Representative or someone designated by AGMA and a second copy shall be kept in the ASSOCIATION's confidential file. Included in this assessment shall be notification of whether or not CHORISTER shall continue on the Coaching Program for a second year.
7. Should CHORISTER continue into the second year of the Coaching Program, an additional written assessment of CHORISTER's progress shall be issued no later than June 15 of the second year of the Coaching Program. One copy of each assessment shall be sent to the AGMA Area Representative or someone designated by AGMA and a second copy shall be kept in the ASSOCIATION's confidential file.
8. If the ASSOCIATION determines that CHORISTER still exhibits the material deficiency outlined in the original written notice (Article IV.2.A.2.), then not earlier than December 1, nor later than December 15 of the second year, the ASSOCIATION may issue to CHORISTER a letter of non-reengagement.
9. No CHORISTER may be placed on their first year of the Coaching Program more than once within a three (3)-year period. The three (3)-year period will commence with said first year.
10. Nothing in this Section regarding the Coaching Program shall be deemed to prohibit CHORISTER from requesting, or the ASSOCIATION from granting, a leave of absence. Should CHORISTER take a leave for any reason before the commencement of their first or second year of the Coaching Program, their status upon their return shall be as though there had been no leave.
11. Dismissal and non-reengagement for just cause are not covered by the procedure outlined here.

B. Right to Appeal

1. In the event a tenured member of the Regular Chorus has received a notice of non-reengagement, the ASSOCIATION agrees, upon written demand by AGMA within fourteen (14) days of such notice, promptly to submit the question of CHORISTER's material deficiency in musical performance or material failure to perform at the vocal and artistic level of the chorus to an arbitration audition by an Arbitration Committee of three (3), one of whom shall be appointed by the ASSOCIATION (which appointee shall be neither the Chorus Director nor the Music Director), one by AGMA, and a third chosen by the two so appointed. Said third member shall have recognized judgment in opera chorus requirements and shall serve as Chair of the Committee.
2. Before scheduling the arbitration audition, the ASSOCIATION and the AGMA Local Area Committee shall discuss scheduling of the audition and audition logistics, including Sectional participation (as set forth below), rehearsals prior to the audition, etc. The location of the audition and the selection of the accompanist shall be mutually agreed upon by AGMA and the ASSOCIATION.
3. Prior to such arbitration audition, the ASSOCIATION shall provide the Arbitration Committee with a copy of the written notice given to CHORISTER at the time they were placed on the Coaching Program (Article IV.2.A.2), and the arbitration audition shall be based on the reasons stated by the ASSOCIATION in such notice. The Arbitration Committee may, where appropriate, consider CHORISTER's overall ability.
4. The Committee Chair shall be responsible for the conduct of the audition in all respects, in accordance with the scheduling and logistics agreed upon by AGMA and the ASSOCIATION, including communication with CHORISTER. The Chair shall take all possible steps to assure fairness and consistency in the conduct of the audition. If auditions of more than one (1) CHORISTER are being conducted on the same day, there shall be adequate breaks between the auditions.

ARTICLE IV: CHORISTERS

5. The Arbitration Audition shall be held within thirty (30) days after receipt of AGMA's demand, unless a later date is mutually agreed by the ASSOCIATION and AGMA or is necessitated by the schedules of the Arbitration Committee members.
6. The Chorus Director shall make up to seven (7) musical selections, chosen with care and fairness, from music within CHORISTER's voice classification and performed by CHORISTER within the ASSOCIATION's opera repertory from the preceding two (2) contract years.
7. The Chorus Director shall notify CHORISTER, the Arbitration Committee, the AGMA Local Area Committee and the ASSOCIATION of these selections.
8. The Committee Chair shall communicate with the other Committee members to determine no more than three (3) of the possible seven (7) musical selections for CHORISTER to sing at the audition. CHORISTER shall be given seven (7) days to prepare the audition following the notification of the three (3) musical selections.
9. At the audition, CHORISTER shall audition individually, if the ASSOCIATION so requests. CHORISTER may also audition Sectionally, if the AGMA Local Area Committee so requests, provided that AGMA arranges to make all or a portion of the Section available without additional expense to the ASSOCIATION. If CHORISTER desires to present an aria as a part of the audition, or any other musical material that CHORISTER believes to be relevant, that opportunity shall be made available.
10. All joint expenses of the arbitration audition (e.g., those relating to the accompanist, the audition site, etc.), shall be shared equally by the ASSOCIATION and AGMA, except any costs attributable to the Committee members selected by AGMA and the ASSOCIATION and any other costs unilaterally incurred by either party shall be their respective responsibility. In any event, the ASSOCIATION and AGMA shall share the expense of the Committee Chair.
11. Immediately following the audition, the Committee shall vote by marking a typed secret ballot stating: "Has (name of CHORISTER) established that they are artistically satisfactory as a Member of the Regular Chorus with the San Francisco Opera Association? Yes_____ No_____." Such ballots shall then be opened before a representative of both AGMA and the ASSOCIATION. The decision of the majority of said Committee as to the artistic ability of CHORISTER shall then be submitted immediately in writing to the ASSOCIATION and AGMA and said decision shall be final and binding upon AGMA and the ASSOCIATION. The Chair shall immediately advise CHORISTER as to the result of the arbitration audition. In the event that the Committee shall determine that CHORISTER so auditioned is artistically satisfactory, the ASSOCIATION agrees to reengage said CHORISTER.

C. Hearings

1. Individual hearings of Regular and Extra CHORISTERS may be required for the purpose of information for the ASSOCIATION and CHORISTER, as incentive for CHORISTER and to make it possible for the ASSOCIATION to assist CHORISTER in improvement, if needed, and further development. Any hearing of an individual by the ASSOCIATION shall require not less than fourteen (14) days notification to CHORISTER and shall be scheduled at a mutually convenient time.
2. In addition to individual hearings as outlined above, the ASSOCIATION will schedule annual General Hearings for tenured CHORISTERS. Each tenured CHORISTER shall elect two (2) years out of a five (5) year span in which to sing a General Hearing, provided, however, that no CHORISTER shall be employed for more than two (2) consecutive years without singing a General Hearing in the following (i.e., third) year.
3. If CHORISTER sings a solo audition in the presence of the Chorus Director featuring repertoire equivalent to that of a General Hearing, such audition shall be deemed to constitute their General Hearing if said CHORISTER so requests and the Chorus Director consents.

ARTICLE IV: CHORISTERS

4. The scheduling (which shall include making two (2) separate hearing periods available to tenured CHORISTERS in each year), content, and logistics of these hearings shall be discussed and determined by the Joint Committee at least thirty (30) days before the first chorus rehearsal of the contract year. If the Joint Committee fails to agree on these matters, the ASSOCIATION shall make final determinations in adherence with the provisions outlined above.
5. If CHORISTER so requests in advance, they shall receive brief verbal commentary from the Chorus Director immediately following their hearing.
6. Should it become necessary to require CHORISTERS to work for six (6) consecutive days, five (5) days of rehearsal and one (1) day for hearings, AGMA agrees to waive the five (5) consecutive day provisions of Article 2o22b. herein.
7. Should there be a new Chorus Director, hearings may be scheduled during the new Chorus Director's first year prior to the first rehearsal with new Chorus Director upon appropriate notice to AGMA and the individual CHORISTERS (subject to the availability of the individual CHORISTER).
8. Hearings of Regular CHORISTERS shall be compensated on the basis of a minimum service call of one (1) hour which may be credited against any available rehearsal time in the week in which the hearing occurs. If the hearing occurs before the first rehearsal, or on a day when there is no other call, compensation shall be based on a minimum service call of three (3) hours and shall be paid in the first week of rehearsal.

IV.3. AUDITIONS

- A. Upon at least twenty-one (21) days' notice to AGMA, the ASSOCIATION may hold auditions of CHORISTERS to fill all vacancies. An AGMA representative may be present at such auditions as an observer.
- B. The Chorus Director will provide audition information and specifics to the Joint Committee in advance of chorus auditions.
- C. When a Regular Chorus position becomes available, members of the Extra Chorus will be entitled to preferential auditions.
- D. The ASSOCIATION will make its best effort to hold final Chorus auditions in San Francisco.
- E. All members of the previous contract year's Extra Chorus shall be given the opportunity to audition in San Francisco for the current contract year.
- F. No offer of work will be made to an Extra CHORISTER without first providing a tentative rehearsal schedule for the work being offered as outlined in Article IV.1.B.2.a.
- G. The process for Chorus auditions will be discussed in Joint Committee.
- H. ASSOCIATION will evaluate available warm-up spaces for Chorus auditions (not including Chorus solo auditions), then bring plans to Joint Committee to discuss. If no warm-up space is available/feasible, ASSOCIATION will notify those coming for auditions about lack of current availability when dates are published.

IV.4. CONDITIONS FOR CHORISTERS PERFORMING SOLO ROLES AND OTHER ASSIGNMENTS

A. General Conditions

The ASSOCIATION shall use the same notification procedure for each CHORISTER assigned to a Solo Role (including COVERS) as is used for PRINCIPALS for all matters concerning such roles.

1. Compensation to CHORISTERS for time spent rehearsing and performing Solo Roles (including rehearsals as COVER) shall be paid separately from and in addition to all other chorus compensation, with the exception of rehearsals for Solo Bit Roles and Chorus Bit roles (and their COVERS) that take place during chorus calls prior to the first piano dress rehearsal, in which case no extra compensation shall be due.
2. For each piano dress rehearsal and any subsequent stage-orchestral rehearsals (“OCA”), and the final dress rehearsal in which a CHORISTER sings a Solo role, CHORISTER shall be paid the appropriate performance fee for that role in addition to any compensation for singing in the chorus for that rehearsal.
3. If a CHORISTER is called to a chorus staging rehearsal at which they are also expected to perform a Solo Role (including Chorus Bit role) to which they are assigned for the opera being rehearsed, their name shall appear on the Daily Schedule listing for that rehearsal.
4. Extra CHORISTER performing Solo Role (other than Chorus Bit role or Solo Bit in an opera in which they also sing as a CHORISTER) shall be issued a PRINCIPAL ARTIST’s contract and paid according to PRINCIPAL rates.
5. All CHORISTERS will be invited to audition for Solo Bit Roles that the ASSOCIATION may wish to cast from the chorus. Nothing in this paragraph shall obligate the ASSOCIATION to cast a CHORISTER for a solo bit role, even if CHORISTERS are invited to audition. The ASSOCIATION may offer a Solo Bit role to a CHORISTER who has auditioned within the 12 months prior to contracting without having to offer it for general chorus audition, but no CHORISTER who has not so auditioned may be assigned such a role. When assigning such roles to CHORISTERS, the ASSOCIATION shall give preferential consideration to Regular CHORISTERS. CHORISTER need not necessarily sing the music of advertised role at their audition in order to be assigned the role and may audition to be considered for general opportunities within the subsequent 12 months. Provided the ASSOCIATION has invited all CHORISTERS the opportunity to audition at least once each year, the ASSOCIATION may also invite individual CHORISTERS to additional auditions or call-backs. While on occasion a reasonable delay is necessary, ASSOCIATION has continued commitment to assigning Chorus Bit and Chorus Bit Cover roles as soon as it is possible for the ASSOCIATION to do so. The following rehearsal conditions shall apply: All conditions related to the rehearsing of and payments to CHORISTER performing a Solo Bit shall continue as in past practice, unless specifically addressed in this Agreement (see Paragraph 6 below).
6. ASSOCIATION will give each CHORISTER who has been cast in a solo role (including Chorus Bits) instructions on how to request a coaching. ASSOCIATION will schedule such coaching at a mutually agreeable time with the understanding that it will not be subject to timing restrictions on chorus calls regarding proximity to rehearsal or restrictions on number of CHORISTERS in the coaching. The ASSOCIATION will not compensate CHORISTER(S) for such coachings, provided they are requested by the CHORISTER(S). No request for a coaching will be unreasonably denied.

B. Conditions for CHORISTERS Performing Supporting Roles

1. If the ASSOCIATION wishes to engage CHORISTER (including CHORISTERS engaged on a Per-Performance basis) for any Supporting Roles, it may engage such CHORISTER under a letter of agreement executed by CHORISTER and the ASSOCIATION in triplicate, one (1) copy to the

ARTICLE IV: CHORISTERS

ASSOCIATION, one (1) copy to AGMA and one (1) to CHORISTER which shall be attached to CHORISTER's individual contract, and such letter of agreement shall be considered as if it were signed on the appropriate Standard AGMA PRINCIPAL's Contract and subject to the same terms and conditions applicable to PRINCIPALS. Such letter of agreement must be signed prior to the first rehearsal for such role and set forth the terms and conditions of such employment, the number of times and the specified roles and the rates of compensation for each role CHORISTER will be required to sing, including expected obligations with respect to rehearsals for such role.

2. For a CHORISTER performing a Supporting role, there shall be no less than a one and one-half (1½) hour break between an afternoon and evening call, whether before a rehearsal or performance.
3. There shall be no less than an eleven (11)-hour break from the end of an evening rehearsal or performance, including curtain calls and the first call of the following day for a CHORISTER performing a Supporting role in that first call of the following day.

C. Conditions for CHORISTERS Performing Solo Bit Roles

1. Maximum hours per day

There is no maximum, but overtime is compensated at applicable chorus rehearsal rate.

2. Elapsed Time

There will be twelve (12) hours off between the last appearance in an evening performance and the first rehearsal of the next day.

3. Call for Rehearsal with Orchestra

CHORISTER may be called any time after 10:00 A.M. for a rehearsal with orchestra, regardless of how much time has elapsed.

4. Rehearsal Prior to Performance

CHORISTER cannot be required to rehearse within one and one-half (1½) hours of commencement of a performance in which they participate.

5. Break Between Calls

There must be a one and a half (1 ½) hour break between the afternoon and evening call except after matinee performances when there shall be a two (2) hour break.

6. Calls Before Noon

CHORISTER who is engaged for a Solo Bit role may be called to rehearse the Solo Bit role before Noon.

7. Rehearsal Before 10:00 A.M.

There shall be no rehearsal before 10:00 A.M.

8. Sunday Rehearsals

Rehearsals may be called at any time after 10:00 A.M. on Sunday, as long as Elapsed Time provision is observed.

9. Sunday Minimum Call

There shall be a three (3) hour minimum call for Sunday rehearsals.

10. Rest Periods

There shall be no specific rest periods required for those rehearsals in which CHORISTER is rehearsing solely as a Solo Bit performer.

11. Break Between Daytime Calls

There shall be at least a one (1) hour break between two (2) daytime calls.

D. Conditions for CHORISTERS assigned as Performing COVERS

All conditions concerning CHORISTERS assigned cover roles shall remain the same, except as otherwise specified in this document.

1. Any CHORISTER assigned to cover a role shall be compensated at regular rates for rehearsing the covered role and shall be paid a performance fee when required to be available for the covered performance. Such compensation shall be above and beyond all other compensation due such CHORISTER, pursuant to Article IV.9. All CHORISTERS will be invited to audition for assignments as COVERS. When assigning covers to CHORISTERS, the ASSOCIATION shall give preferential consideration to Regular CHORISTERS. No CHORISTER who has not auditioned may be assigned such cover. However, CHORISTER need not necessarily sing the music of the covered role at their audition in order to be assigned the cover. No CHORISTER shall be required to cover without their consent.
2. Adequate free coaching will be given each CHORISTER who covers a role. Such coachings shall not be compensated; however, CHORISTERS will be paid the applicable chorus rehearsal rate for any rehearsals they are requested to attend as a COVER.
3. CHORISTERS will be given a one and a half (1 ½) hour break between a rehearsal and performance call if they are at the rehearsal as a COVER; a one (1) hour break will be acceptable if it is a break between two (2) rehearsals.
4. Should CHORISTER sing a performance of the role which they are covering, they will be paid the AGMA Per-Performance fee for that role classification.
5. Should CHORISTER covering a role be required to perform that role, they will be notified as soon as possible. CHORISTER will also be notified as soon as possible if they will be required to standby at home or in the Opera House for the performance. If CHORISTER is required to standby at home or in the Opera House when they are not performing in the chorus, they will be paid a chorus per-performance fee set forth in Article IV.9.C.1.
6. All CHORISTERS engaged as COVERS are expected to notify the Rehearsal Department in a timely manner of their whereabouts during any performance they are covering.

E. Conditions for CHORISTERS Performing Chorus Bit roles, Mute Roles or as "Alternates"

1. Definitions

- a. A Chorus Bit role is a role which is not classified or otherwise designated requiring CHORISTER to speak or sing as an individual or in a small group of no more than four (4) CHORISTERS. A group of four (4) or fewer CHORISTERS, who sing separately from the chorus, whether or not

ARTICLE IV: CHORISTERS

there are other CHORISTERS on stage at the time, shall be deemed to perform a Chorus Bit role. However, this shall not apply to a group of four (4) or fewer CHORISTERS that has occurred as a result of *divisi* scoring in a passage that is part of a choral context.

Notwithstanding the above paragraph, any CHORISTER who sings one-on-a-part, or sings a separate text from that of any other CHORISTER, shall be deemed to perform as a Chorus Bit role.

Nothing in this provision shall be deemed to remove the Chorus Bit role status from a role that is performed under the same circumstances that led to its being classified and paid a Chorus Bit role in the past.

- b. A Mute Role is a non-singing appearance on stage by CHORISTER or by a group of not more than four (4) singers in any one (1) scene during which the chorus does not appear.
 - c. An Alternate is CHORISTER who is assigned to learn a chorus part (including stage action and vocal assignment) which has been assigned to another CHORISTER. In the event another CHORISTER is unavailable due to illness or other emergency, the Alternate shall perform the chorus part.
2. Posting of List
- a. At the earliest possible time, and in all events in advance of the performance period, the ASSOCIATION and AGMA agree to determine a list of the Chorus Bit roles and Mute Roles called for in each opera for the current performance period.
 - b. The list of the then-known Chorus Bit roles and Mute Roles shall be posted and made available to each CHORISTER at least thirty (30) days prior to the first performance of each performance period and any audition dates shall be posted as soon as they are known. The ASSOCIATION shall make best efforts to give seven (7) days' notice of such auditions.
 - c. Prior to casting any Chorus Bit role, the ASSOCIATION shall invite all CHORISTERS to audition. No CHORISTER who has not auditioned within the prior 12 months may be assigned such roles. However, CHORISTER need not necessarily sing the music of such role at their audition in order to be assigned the role. This audition requirement does not apply to Chorus Bit roles when there is more than one (1) CHORISTER singing the same part at the same time.

F. Assignment

1. Beginning the second (2nd) year of this Agreement, in any production in which Extra CHORISTERS are utilized onstage, no scene shall utilize Extra CHORISTERS in lieu of Regular CHORISTERS or Substitute Regular CHORISTERS in the same vocal section. This provision shall be waived if one or more of the following apply: in the event that distinct groups of CHORISTERS are utilized (e.g. the ghosts in *Flying Dutchman*); in the event that staging logistics would render such a provision impractical; in the event of Chorus Bit or Solo assignments; or in other unusual situations as mutually agreed between ASSOCIATION and AGMA.
2. The ASSOCIATION shall have the right to assign any qualified CHORISTER to Chorus Bit roles, Mute Roles, special groups and operas in which the entire Regular Chorus is not used, in accordance with the ASSOCIATION's artistic requirements and section 3 below. If the qualifications of CHORISTERS are equal in all respects, preference will be given to Regular CHORISTERS.
3. In assigning Chorus Bit roles and Mute Roles, the ASSOCIATION shall give first consideration to Regular CHORISTERS. Only if no Regular CHORISTER is suitable for such a role will it be offered to

ARTICLE IV: CHORISTERS

Extra CHORISTER. Only if no Extra CHORISTER or Regular CHORISTER is suitable will it be offered to a new hire (someone not in the Regular or Extra Chorus).

4. The ASSOCIATION shall have the right to assign any qualified CHORISTER as an "alternate". The ASSOCIATION shall make provisions when making Alternate assignments to ensure that any CHORISTER assigned to be an "alternate" be provided with an appropriate costume for the assignment. No Alternate shall be required to learn the stage action of more than two (2) individual CHORISTERS, unless the ASSOCIATION and AGMA mutually agree to an alternate plan in which a single Alternate CHORISTER may cover the stage action of more than two (2) CHORISTERS. An Alternate CHORISTER shall only be assigned to cover their own assigned vocal part.
5. For purposes of this provision 5: an opera in which the entire Regular Chorus is not used shall be defined as a production in which some members of a vocal section sing onstage but in which certain Regular CHORISTERS from that section do not appear onstage at any point in the production. For examples, a *Barber of Seville* that uses all Regular Chorus men would not be an affected opera under this provision. A *Cosi* in which not all Regular CHORISTERS participate would be an affected opera under this provision. An opera in which certain Regular CHORISTERS do not participate in one (1) scene but all participate onstage in at least one (1) scene would not be an affected opera under this provision.
 - a. In any contract year where there are two (2) or more productions that do not use the entire Regular Chorus, no CHORISTER may be assigned to a second (2nd) production that uses fewer CHORISTERS until all members of said CHORISTER's section have been assigned to at least one (1) production utilizing fewer CHORISTERS. This requirement re-sets with each new contract year.
 - b. Should there be any impediment to this procedure, AGMA and the ASSOCIATION shall meet to mutually agree a procedure for determining which Regular CHORISTERS be assigned. This provision shall not obligate the ASSOCIATION to use more CHORISTERS in a production than it determines necessary.
 - c. Concerts, education and other non-mainstage productions or events are excluded from this provision.
 - d. AGMA and the ASSOCIATION may mutually agree to adjust this provision during the course of this Agreement.
 - e. Regular CHORISTERS on leave of absence for the entire contract year need not be considered as part of such assignments. Regular CHORISTERS on leave for part of the contract year will be considered in a way mutually agreeable to ASSOCIATION and AGMA.
6. The ASSOCIATION shall release CHORISTERS who will ultimately not participate in a production in any capacity (including singing onstage, offstage or in the pit) from the rehearsals for that production as soon as practicable based on known information about the production, costuming, musical and directorial needs, and other applicable factors.

G. Heavy Lifting

A role shall constitute heavy lifting if the CHORISTER is required to carry any objects over twenty (20) pounds or to assist in the carrying of a human being. Compensation for such heavy lifting shall be as outlined in Article 20.2f.

H. Chorus Dancing

A CHORISTER may be required to take part in ordinary social dance movements or other choreographed movements of a non-professional style as part of their performance. Compensation for such chorus dancing shall be as outlined in Article IV.9.A.2.f.

IV.5. CHANGES IN VOCAL SECTION ASSIGNMENT

There shall be no permanent change in individual vocal section assignment without a private consultation between the CHORISTER involved and the Chorus Director. Temporary reassignment of an individual CHORISTER for a specific passage in an opera (i.e., "road- mapping") may only be made upon mutual agreement between CHORISTER and Chorus Director, and may be marked in rehearsal; if any temporary assignment is believed by the individual CHORISTER to be injurious to their vocal health, they may request not to be included in the temporary assignment. Such requests shall not be unreasonably denied.

IV.6. RIGHT TO SERVICES

The ASSOCIATION shall for the period under which Regular CHORISTER is under contract and receiving compensation have prior rights to the services of such CHORISTER to the extent provided for in their individual contract and/or this Basic Agreement. While under contract, no Regular CHORISTER shall accept employment in an operatic performance other than those under the management of the ASSOCIATION without the ASSOCIATION's consent, which the ASSOCIATION agrees shall not be unreasonably withheld.

IV.7. LEAVES OF ABSENCE

A. Sick Leave

1. Each Regular CHORISTER (including a Substitute Regular CHORISTER) employed shall be entitled to sick leave for illness or injury during each contract year as follows:

1 - 5 years	40 hours paid sick leave
6 - 10 years	67 hours paid sick leave
11+ years	100 hours paid sick leave

2. In each contract year, Regular CHORISTER may carry over any unused sick leave, up to fifty percent (50%) of the amount available from the previous contract year, with the following caps:

1 - 5 years	65 hours paid sick leave
6 - 10 years	100 hours paid sick leave
11+ years	140 hours paid sick leave

3. Years of service shall mean consecutive years of service immediately prior to the contract year in which leave is claimed. However, consecutivity shall not be broken by one (1) year off, or less, due to leave of absence, illness, accident or pregnancy.
4. Each per-performance CHORISTER employed shall be entitled to sick leave for illness or injury in the amount of eight (8) hours paid sick leave per opera to which such CHORISTER is assigned each contract year. Any/all sick leave hours may be used for Bereavement Leave
5. Any CHORISTER who has exhausted sick leave and who misses a performance or rehearsal covered by the weekly rate shall have the weekly rate reduced pro rata for each day of absence.
6. The ASSOCIATION, at its option, may request from any CHORISTER a doctor's certificate, or may have its own physician at its own expense examine CHORISTER. Sick leave under false pretense shall be grounds for immediate dismissal.

ARTICLE IV: CHORISTERS

7. CHORISTER who cannot render service for reasons of illness or injury shall be compensated for work actually missed. Extra CHORISTER's compensation shall not exceed the allocation outlined in 4 above. Free Days shall not be compensated or counted as days of absence. Sick leave payments will be coordinated with any State Disability Insurance (SDI) or Paid Family Leave (PFL) award received unless the ARTIST notifies the ASSOCIATION no later than two weeks from the first day off that the ARTIST does not want to coordinate sick leave with SDI or PFL. The ASSOCIATION shall make every effort to provide ARTISTS with information on this option including in their initial orientation package, but the ARTIST shall be solely responsible for notifying the ASSOCIATION of an opt-out, irrespective of whether information has been received. If the ARTIST remains on sick leave and the SDI or PFL is exhausted, the ASSOCIATION shall continue to provide sick leave coverage until an ARTIST's sick leave allowance is exhausted. This provision shall not be applied in any manner reducing an employee's total benefit.
8. Regular Choristers shall have the option at any time to donate a maximum of twenty-one (21) accumulated sick leave hours per contract year to a Regular Chorus colleague or colleagues who is/are eligible for payments under the Long Term Disability Insurance Plan, and who has applied for such payments but is waiting for Long Term Disability Insurance to take effect. The donation shall be subject to tax implications as required by law, and may affect either the donor or recipient.
9. To the fullest extent permitted, this Agreement shall operate to waive any provision of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

B. Leaves of Absence and Maternity Leave

1. A member of the Regular Chorus, or a member of the Guaranteed Auxiliary Chorus, after five (5) years of employment may take a leave of absence for one (1) year within any five (5) year period with permission of the ASSOCIATION, which permission shall not be unreasonably withheld. CHORISTER granted such leave shall not lose status and upon return shall have status as though never absent.
2. CHORISTER must make request in writing for all leaves of absence not later than November 1 prior to the beginning of the contract year during which the leave is to be taken. The ASSOCIATION shall reply in writing to a first (1st) year leave of absence request within thirty (30) working days and not later than December 31 prior to the beginning of the contract year during which the leave is to be taken. The ASSOCIATION shall reply in writing to a second (2nd) consecutive year leave of absence (no thirty (30) day deadline applicable) only after the November 1 request deadline has passed. Requests for leaves of absence may not be rescinded after November 1.
3. The ASSOCIATION, at its discretion, will consider requests for a second consecutive year's leave of absence on a case-by-case basis.
4. If CHORISTER requests and is granted leave for only part of a performance year (e.g., for a Fall Season only, or a Summer Season only), compensation shall be made on the basis of work actually performed during the period when CHORISTER is not on leave. Leaves of absence for less than one (1) full year shall be granted at the ASSOCIATION's sole discretion.
5. The ASSOCIATION shall not be required to grant a leave of absence to more than one (1) CHORISTER per section during any contract year, except in cases of health or other emergency.
6. Any CHORISTER granted a leave of absence must be replaced. Should such a leave occur within the CHORISTER's engagement period, the ASSOCIATION may contact AGMA to discuss alternatives including whether replacement is required and whether a replacement CHORISTER would be

ARTICLE IV: CHORISTERS

subject to the provisions regarding guaranteed employment as set forth in Article 7o7a. of this Agreement. The approval of an alternative remedy shall be at AGMA's discretion. AGMA shall not unreasonably withhold such approval. Under most circumstances, such approval will depend on whether or not there is a reasonable amount of time to sufficiently prepare a replacement CHORISTER for the specific voice part the CHORISTER granted a leave had been assigned to perform or to find someone who is already adequately acquainted with the music being performed. However, AGMA recognizes that there may be some instances when it could be determined that a replacement CHORISTER would not be needed for reasons not stated herein.

7. Maternity/Medical Leave: Such leave shall fall under the provisions of this section with the exclusion of the five (5) year employment requirement, the date of request requirement, and the limitation of a maximum of one (1) leave per section. Maternity leave shall be treated as any other disability in accordance with California and Federal law and shall qualify under SDI guidelines. CHORISTER on Maternity/Medical Leave shall continue to accrue years of service while on a leave of absence.

C. Family Leave

Each Regular CHORISTER (including Substitute Regular CHORISTERS) may take up to and including six (6) days of Family Leave with pay per contract year in the event of having a child or becoming a parent or due to an illness of a qualifying family member. Family Leave will be deducted from accumulated sick leave. For the purposes of Family leave, family is to be defined as any of the following: spouse, domestic partner, child, child of domestic partner, parent (biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child), grandparent, mother-in-law, father-in-law, grandchild, sibling and anyone to whom the ARTIST is the primary caregiver. Family Leave will be applicable to illness in addition to becoming a new parent.

D. Bereavement Leave

Each Regular CHORISTER (including Substitute Regular CHORISTERS) shall be entitled to six (6) days' bereavement leave with pay in each contract year. This leave shall be used for no purpose other than death in the immediate family or household, defined as spouse, domestic partner, child, child of domestic partner, parent (biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child), grandparent, mother-in-law, father-in-law, grandchild, sibling and anyone to whom the ARTIST is the primary caregiver. The first five (5) Days of the six (6) allotted days for Bereavement leave will not be deducted from sick leave.

E. Personal Leave

1. Each Regular CHORISTER may take up to six (6) personal leave calls with pay in each contract year. Each Extra CHORISTER working in a given contract year may take up one (1) personal leave call with pay per production, not to exceed four (4) calls per contract year per individual. For the term of this contract, each Extra CHORISTER may take up to two (2) personal leave calls per production, still not to exceed four (4) paid calls per contract year per individual. CHORISTER shall give the ASSOCIATION fourteen (14) days' notice. Dress Rehearsals and OCA (+) may not be missed without the approval of the ASSOCIATION, which shall be given only for compelling reasons, explicitly including the following:
 - a. auditions;
 - b. major vocal competitions; and
 - c. performance as soloist with a major or regional opera company.
2. Personal Leave may be granted for performances solely at the discretion of the ASSOCIATION.

ARTICLE IV: CHORISTERS

3. Personal leave requests submitted under the fourteen (14) day deadline shall be approved at the discretion of the ASSOCIATION.
4. The ASSOCIATION shall not be required to grant personal leave to more than three (3) CHORISTERS per call, with the following exception:

CHORISTERS may take personal leave for compelling reasons as defined in Paragraphs 1.a., b. and c. above, regardless of the number of other CHORISTERS granted personal leave for the call in question.
5. Restrictions on the number of CHORISTERS permitted to take personal leave for non-compelling reasons may be lifted on a case-by-case basis, at the discretion of the ASSOCIATION.
6. If Regular CHORISTER does not utilize their full allowance of personal leave days in each contract year, then they will be paid the balance of unused personal leave days at the end of each contract year as additional vacation pay.
7. Weddings and Funerals – Regular CHORISTER who has utilized all their available paid personal leave may, with the Chorus Director’s approval, may take up to 2 days of unpaid personal leave per contract year to attend funerals that would not qualify for bereavement leave, or upon two weeks’ notice, to attend weddings. Performances and dress rehearsals may not be missed without approval of the Chorus Director.

F. Long Term Disability

1. The ASSOCIATION shall provide Long Term Disability insurance (LTD) to all REGULAR CHORISTERS, of 60% of pre-disability earnings to a maximum benefit of \$5,000 per month.
2. The amount of benefits payable under LTD insurance policy may be reduced by the amount of Workers’ Compensation or State Disability Insurance (SDI) payments received during the period of time that such payments are actually received, to the extent that the policy requires such deductions.
3. A CHORISTER’S place within the CHORUS will only remain open for a period no longer than the remainder of the contract year in which CHORISTER stops working because of a long term disability (as defined in the group long term disability insurance policy) and the following two contract years. After such time if the CHORISTER is not eligible to return to work, (after participating in an interactive process with the ASSOCIATION and the CHORISTER utilizing information provided by a medical professional to determine if reasonable accommodation is available), the CHORISTER’S employment and benefits as an active employee will end and the ASSOCIATION may fill the vacated position. For example, if a CHORISTER stops working at any point in the 2012-13 contract year and goes onto LTD, if they are not eligible to return to work at the start of the 2015-16 contract year, their employment with the ASSOCIATION will end. Should the CHORISTER be medically released to duty during a contract year for which they are eligible to return to work, and can perform the position with or without reasonable accommodation, the CHORISTER will receive compensation and benefits from the point they return to work.

IV.8. REHEARSALS

A. Rehearsal Clauses Applicable to Staging/Performance and Music Rehearsal Weeks

1. Definitions of Staging/Performance and Music Rehearsal Weeks

a. Staging/Performance Week

- i. If there is a performance involving chorus, in any week, such week is automatically considered a staging/performance week of thirty (30) hours.
- ii. If no performance is scheduled but there are more than twelve (12) hours of staging in a week, such week will be considered as a staging week of thirty (30) hours.
- iii. No more than twenty-four (24) hours of music rehearsal may be scheduled within a staging/performance week. Should the total number of hours scheduled in a staging/performance week exceed twenty-four (24) hours, the number of music rehearsal hours shall be reduced by one-half (1/2) hour for each hour of work beyond twenty-four (24).

b. Music Rehearsal Week

If no performance is scheduled and there are twelve (12) hours or less of staging in a week, such week will be considered a music rehearsal week of twenty-six (26) hours, with five (5) consecutive days of work. Exception: If there is a performance not involving CHORISTERS in the week, then the 5 days of work for the chorus need not be consecutive. Free Days for such weeks are defined in Article 7o7d.

c. Acoustical Rehearsals, Sitzprobes and Non-Staged Rehearsals with Orchestra

With respect to the above provisions regarding Staging/Performance and Music Rehearsal Weeks, an acoustical rehearsal, a sitzprobe, or a non-staged rehearsal with orchestra shall be considered a music rehearsal.

2. Free Day

a. Free Day Defined

Free Days during Music Rehearsal Weeks shall be scheduled in accordance with Article IV.8.A.2.d. During each staging and performance week each CHORISTER shall be given a Free Day. If required to perform, rehearse, call in or stand by, CHORISTER shall be paid additional compensation provided in Article IV.9.B.4. Such Free Day shall be determined and announced to CHORISTER on the first day of each week. All CHORISTERS must receive a Free Day (on which no work is required) after not more than ten (10) consecutive days of work, with the following exceptions which may not occur consecutively:

- i. In each contract year, there may be a maximum of three (3) work periods, two in the Fall Season and one in the Summer Season, lasting more than ten (10) days (but no more than fourteen [14] days) before a Free Day is given.
- ii. During performance periods (the periods beginning with the first performance week of the Summer and Fall Seasons), the Free Day shall be on Monday. Twice during the contract year the ASSOCIATION may change the Free Day to another day within the week during the performance periods. There must be no less than two (2) weeks' notice of a changed Free Day.

ARTICLE IV: CHORISTERS

b. Minimum Rehearsal Call on a Free Day

The minimum rehearsal call on a Free Day shall be three (3) hours.

c. Free Day Length

During staging and performance weeks, each Free Day must include a period of at least forty-two (42) hours in which no work occurs; there may be two exceptions during the contract year when the Free Day during these weeks may be shorter, but in no event may it be less than thirty-six (36) hours.

d. Free Days During Musical Rehearsal Weeks

The Free Days during Music Rehearsal Weeks shall be Monday and Sunday. However, for the week in which Good Friday occurs, the ASSOCIATION shall designate the work week to be Monday through Thursday, in which case each day that week may be a six (6)-hour work day without additional compensation due.

3. Minimum Call

a. No rehearsal session of CHORISTER shall be deemed to be of less than two (2) hours duration irrespective of the actual amount of time spent in rehearsal (except where otherwise specifically provided). After the two (2)-hour minimum call is completed all time shall be computed in half (1/2)-hour segments, except where otherwise specifically provided. There may be a two (2)-hour call only on days when there is also at least one (1) other call of not less than three (3) hours.

b. If there is only one (1) rehearsal call and no other call on the same day, minimum call shall be three (3) hours.

c. If a rehearsal is called before Noon, the minimum call for such rehearsal shall be three (3) hours.

d. The three (3)-hour minimum call may be waived on days on which there are two (2) Regular CHORUS (including Substitute CHORISTERS) music calls of two (2) hours each within a five (5) hour period falling within the hours of 1:00 P.M. and 6:00 P.M. There must be a break of one (1) hour between the two (2) calls. On such a day, there may be no other calls for the Regular Chorus (including Substitute Regular CHORISTERS), with the exception of costume fittings.

e. A minimum two (2)-hour call shall be given for any separate photography or fitting session or any combination thereof. A photo session to take place during a rehearsal or performance will not be scheduled without prior notice to the Joint Committee.

4. Starting Time

a. Twelve (12) hours shall elapse between CHORISTER's last appearance on stage, or the end of the half (1/2) hour undressing period, or CHORISTER's dismissal from rehearsal, whichever is later, and the next day's call, with the following exceptions: CHORISTERS may be called at 11:00 a.m. for rehearsals with orchestra, or may be called for dress call at 11:00 A.M. prior to a dress rehearsal even though fewer than twelve (12) hours may have elapsed. Only two such exceptions to this twelve (12)-hour requirement shall be permitted per contract year.

b. If only musical rehearsals are scheduled in a day, there shall be no call before 1:00 P.M.

ARTICLE IV: CHORISTERS

- c. No staging rehearsal, except a dress rehearsal or rehearsal with orchestra, shall be called prior to Noon, unless conditions relating to the Opera House stage require an earlier call.
 - d. In no event shall any Rehearsal be called prior to 10:00 A.M.
 - e. There shall be no rehearsal called on the Friday after Thanksgiving before 2:00 P.M.
5. Sunday Rehearsals and Rehearsals after Matinees
- a. No rehearsal shall be called on a Sunday prior to 1:00 P.M.
 - b. There shall be a three (3) hour minimum call for Sunday rehearsals. After the minimum call has been completed, time can be computed in fifteen (15) minute segments.
 - c. In the event that two (2) rehearsals are called on a Sunday, there shall not be continuous payment as though there were a single call; each rehearsal shall be paid separately.
 - d. There shall be no rehearsal for a CHORISTER after a Sunday matinee in which the CHORISTER participates.
 - e. Chorus may rehearse up to ten (10) Sundays per year. Two (2) of these ten may go past 6:00 P.M. (not including undressing time).
 - f. On a day other than a Sunday, a CHORISTER may be called to a maximum of three (3) hours of rehearsal following a matinee performance in which they have performed onstage, unless the performance lasts more than four-and-a-half (4.5) hours from a call time to the end of undressing time, in which case they may not be called to rehearse afterwards. This shall not apply in the case of rehearsals or performances for student or family productions.
6. Signin and Signout

CHORISTER who fails to sign in and out of any rehearsal or performance in which they participate shall be subject to disciplinary action. ASSOCIATION and AGMA will work together during the course of the Agreement to find mechanisms to monitor and address tardiness issues.

7. Rehearsal Calls

All CHORISTERS assigned to a given opera shall be scheduled for all music and all staging rehearsals of that opera, if they are required to participate in the scene of the opera being rehearsed.

8. Rest Periods

a. Music Rehearsal Breaks

- i. In a two (2) hour music rehearsal with piano there will be one (1) fifteen (15) minute break taken after forty-five (45) to sixty (60) minutes of work.
- ii. In a three (3) hour music rehearsal with piano there will be two (2) fifteen (15) minute breaks, each of which will follow forty-five (45) to sixty (60) minutes of work.

b. Staging Rehearsal Breaks with Piano

- i. Rehearsal Breaks Table

ARTICLE IV: CHORISTERS

Length of Rehearsal	Total Break Time
2 hours	15 minutes
2 1/2 hours	20 minutes
3 hours	30 minutes
3 1/2 hours	35 minutes
Each additional 1/2 hour	An additional 5 minutes

- ii. In staging rehearsals, the breaks as specified here may be scheduled to coincide with staging and practical rehearsal requirements. However, no break shall be less than ten (10) minutes in length.
- iii. It shall be deemed standard rehearsal policy that CHORISTERS shall be given one break of not less than ten (10) minutes before seventy-five (75) minutes have elapsed, with the following exceptions:
 - (a) piano dress rehearsals;
 - (b) rehearsal segments in which a single scene is rehearsed, after which there is to be a pause for change of scenery, props, or costumes;
 - (c) In these cases, [(a) and (b) above] the rehearsal may continue beyond seventy-five (75) minutes before a break is given. However, in case (a) above, consecutive staging time shall not exceed one and three-quarter (1 3/4) hours in the first three (3) hours of rehearsal and one and one-half (1 1/2) hours after the first three (3) hours of rehearsal without the appropriate breaks being called; and in case (b) above, consecutive staging time shall not exceed one and one-half (1 1/2) hours at any point during the rehearsal without the appropriate breaks being called.
- c. Rehearsal Breaks with Orchestra

In the case of orchestra rehearsals, the rest periods shall equal the rest periods to which the orchestra is entitled under the orchestra contract in effect at the time, provided that, upon advance notice during that rehearsal, the ASSOCIATION may designate a rest period for CHORISTERS at a different time than that specified for orchestra for the purpose of calling CHORISTERS back on stage during the orchestra rest period; provided further, in no case will CHORISTERS rehearse longer than the time limitation set forth in the orchestra contract. If CHORISTERS are required to rehearse during an orchestra break, only staging rehearsal may be done.

For the benefit of the ASSOCIATION and all ARTISTS, including CHORISTERS, final dress rehearsals shall be run, as closely as possible, under performance conditions. During these rehearsals, there are no guaranteed breaks for CHORISTERS, as notes may need to be given to CHORISTERS during the dress call and the giving of notes or costume/wig/make-up changes may need to occur during an intermission break or other times in which the chorus is not onstage. However, the ASSOCIATION will work to ensure that CHORISTERS receive as much rest time (not necessarily break time) as allowed by the needs of the production.

- d. Breaks Between Rehearsals
 - i. There shall be not less than a one (1)-hour break between two (2) daytime calls.
 - ii. There shall be no less than a one and one half (1½) hour break between an afternoon and evening call, whether before a rehearsal or performance, except for matinees, after which

ARTICLE IV: CHORISTERS

there shall be at least a two (2) hour break including CHORISTERS performing Chorus Bit roles and Solo Bits.

e. Calling of Rest Period and Breaks

All rest periods and rehearsal breaks shall be called by the ASSOCIATION, either by management staff or PRODUCTION STAFF present at the rehearsal.

9. Schedule Notification

a. Chorus Master Schedule

- i. The ASSOCIATION shall notify CHORISTERS, no later than the last date of each Fall Season, of a date before which no future rehearsals shall be called.
- ii. The ASSOCIATION shall send the Chorus Master schedule to CHORISTERS engaged for that contract year no later than two (2) months in advance of the first rehearsal for that contract year. Per-performance CHORISTERS and New Hire Regular and Substitute Regular CHORISTERS shall receive a tentative calendar that is subject to change with their offer letters, with the Master Schedule as set forth in Article IV.1.B.1.c. of this CBA to follow not later than two (2) months in advance of the first (1st) rehearsal of the new contract year. All such schedules are subject to change as outlined in this CBA.
- iii. In the event that the start or end date of an individual CHORISTER contract is changed 30 days or fewer prior to the previously notified dates, and CHORISTER has a conflicting obligation existing prior to the date such change was notified (e.g. another engagement, doctor appointment, voice lesson, etc.), they may decline additional contractual dates without loss of pay, or, if they accept, may be reimbursed for changes of travel costs resulting from such a change, payable upon presentation of receipts. The ASSOCIATION shall not penalize a CHORISTER in any way should they be unable to accommodate such a change, but compensation they receive under this provision for dates not worked shall be available to offset any overtime incurred by ARTIST in undertaking any catch-up rehearsals.

Should ASSOCIATION change official Free Day less than two weeks prior to the previously notified date, CHORISTER shall be paid at the Free Day rate for all work undertaken on the previously scheduled Free Day. If CHORISTER has a conflicting obligation existing prior to the date such change was notified, they shall not lose compensation as a result of missing moved services, but shall not be eligible for the free-day premium.

- iv. For CY21 only ASSOCIATION will notify all Regular and engaged Extra CHORISTERS for which weeks shall be work weeks, furlough weeks, and, if applicable, which weeks shall be vacation weeks, during the 2021 contract year by no later than December 1, 2020 unless mutually agreed otherwise.

b. Bi-Weekly Schedule

During the rehearsal period and the performance period, the ASSOCIATION shall provide a rehearsal/performance schedule for each CHORISTER no later than the end of the final rehearsal or performance of the week preceding the first day covered by such a schedule. This schedule shall cover the first day of the week and the following thirteen (13) days. The schedule covering the first fourteen (14) days of CHORISTER's employment contract shall be received no later than fourteen (14) days before the first day of employment for that contract year. All schedules posted shall be subject to change.

ARTICLE IV: CHORISTERS

- c. Schedule Changes/Cancellations
 - i. The ASSOCIATION may change a rehearsal by posting a notice not later than the end of the afternoon call on the previous day. If a CHORISTER has no afternoon call on the previous day, they shall be notified in person or by telephone of such change prior to 5:00 P.M. on the previous day.
 - ii. If the rehearsal starting time is moved by more than one-half (1/2) hour, the Changed Starting Time Provision described below shall apply to:
 - (a) any per-performance CHORISTER who has had less than forty-eight (48) hours' notice of such change;
 - (b) any Regular CHORISTER (including Substitute Regular CHORISTER) who has had less than forty-eight (48) hours' notice of such change in a chorus-only musical rehearsal (except a "Run-through" rehearsal as specified in Article IV.8.B.3);
 - (c) any Regular CHORISTER (including Substitute Regular CHORISTER) who has not been notified of such change in a staging, orchestra, or "Run-through" as outlined in Article IV.8.A.9.c.i :

Changed Starting Time Provision: If said CHORISTER misses part or all of the altered rehearsal, CHORISTER shall be paid at the applicable rehearsal rate for all of such missed rehearsal time that falls outside the previously scheduled time period. This shall not be deemed to condone absences without excuse which shall be uncompensated and shall be cause for disciplinary action if recurring.

- d. Early Dismissal

If CHORISTER is dismissed within the last half (1/2) hour of their scheduled rehearsal call, CHORISTER shall be paid for the entire scheduled call. If CHORISTER is dismissed more than one half (1/2) hour before the end of their scheduled rehearsal call, CHORISTER shall be paid for whichever is the greater of the following:

- i. the minimum call; or
- ii. the scheduled call less one half (1/2) hour.

- e. Canceled Rehearsals

If a rehearsal is canceled, the following provision shall apply to:

- i. any per-performance CHORISTER who has had less than forty-eight (48) hours' notice of such cancellation;
- ii. any Regular CHORISTER (including Substitute Regular CHORISTER) who has had less than forty-eight (48) hours' notice of such cancellation of a chorus-only musical rehearsal (except a "Run-through" rehearsal as specified in Article IV.8.B.3);
- iii. any Regular CHORISTER (including Substitute Regular CHORISTER) who has not been notified of such cancellation in a staging, orchestra, or "Run-through" as outlined in Article IV.8.A.9.c.:

Said CHORISTER shall be paid at the applicable rehearsal rate for all of such canceled rehearsal time or the applicable minimum rehearsal call, whichever is greater;

ARTICLE IV: CHORISTERS

f. Piano Musical Rehearsal with CONDUCTOR

The ASSOCIATION shall notify CHORISTERS no later than the end of the last call on the previous day when a musical rehearsal with piano for a specific opera is going to be led by the CONDUCTOR of said opera.

g. Definition of "Notification"

"Notification" with respect to rehearsal schedules shall be deemed to include messaging systems. CHORISTERS shall be asked to indicate at the start of their contract period whether they prefer to be notified of schedule changes by email or phone call.

10. Rehearsal Limitation

a. Non-performance Day

On a non-performance day, the maximum rehearsal hours shall not exceed seven (7) for a combination of music and staging rehearsals without overtime compensation, and shall not exceed five (5) hours if music rehearsal only, except Saturdays when there may be six (6) hours.

b. Performance Day

On a performance day the maximum rehearsal hours shall not exceed three (3) hours without overtime compensation.

c. Two Performance Day

On a two (2) performance day, no rehearsal shall be scheduled.

d. Music-Only Rehearsal

No music-only rehearsal shall exceed three (3) hours in length.

e. Onstage Rehearsal

No onstage rehearsal may be scheduled to last more than five (5) hours (not including dressing and undressing time), with the exception of an OCA + for productions that have a run time of longer than five (5) hours from curtain up to curtain down. No non-onstage rehearsal may last longer than four (4) hours.

f. Nine Hour Maximum

There may be no more than nine (9) hours of work, excluding undressing time, in any day.

g. Maximum Hours in a Week

There may be no more than forty-two (42) hours of work in any week. However, in a contract year there may be two (2) exceptions to this clause, but in no case may these exceptions be more than forty-four (44) hours of work in any week.

h. Costume Fittings

The ASSOCIATION shall endeavor to ensure that costume fittings for Regular CHORISTERS (including Substitute Regular CHORISTERS) shall not be scheduled during music rehearsals.

ARTICLE IV: CHORISTERS

Costume fittings may be scheduled as early as 10:00 AM as long as twelve (12) hours have elapsed as provided in Article IV.8.A.4.a.

i. Opening Night Performances

The ASSOCIATION will use its best efforts to avoid scheduling a rehearsal on the day of an opening night performance.

j. Evening Rehearsals

The ASSOCIATION will use its best efforts not to schedule music rehearsals past 10:00 p.m. No rehearsal except a dress rehearsal or a rehearsal with orchestra may extend past 11:00 p.m. For purposes of this provision, "dress rehearsal" shall include a rehearsal in which PRINCIPALS and/or supers may be in costume although CHORISTERS are not.

k. Rehearsals for the Following Contract Year

No rehearsals for performances that take place in a following contract year may take place during the current contract year.

11. 12:00 Midnight Limitation

- a. No rehearsal session on any day shall extend past 12:00 Midnight provided, however, that in cases of emergency, AGMA shall give good faith consideration to the ASSOCIATION's request that the rehearsal session extend past 12:00 Midnight.
- b. Rehearsal calls which follow each other sequentially shall be considered as falling within the same day of rehearsal; that is, if a rehearsal session continues uninterrupted beyond Midnight, it shall be considered as falling within the day on which the session commenced.
- c. Work after midnight shall be paid at the special overtime rate in fifteen (15) minute increments not including undressing time.

12. Rehearsals with Costume and Makeup

- a. Undressing Time Compensation for Regular and Extra CHORISTERS
 - i. Payment for fifteen (15) minutes following dismissal from rehearsals with costume only and for one-half (1/2) hour following dismissal from rehearsals with costume and makeup shall be made at the straight time rate to allow for undressing. Such undressing time will not be considered as part of the rehearsal call.
 - ii. For Regular CHORISTERS (including Substitute Regular CHORISTERS), if the undressing time of fifteen (15) minutes or one-half (1/2) hour falls within the thirty (30) hour week, it is computed as work time (15 minutes or one-half hour) and no additional compensation will be paid. Undressing time beyond the thirty (30) hour week will be compensated at the appropriate overtime rate calculated at fifteen (15) minutes or one-half (1/2) hour per call.

13. Dismissal from Rehearsal

CHORISTER shall not leave a rehearsal until released by the ASSOCIATION.

14. Chorus Bit roles and Mute Role Rehearsals

- a. Rehearsal for Chorus Bit roles and Mute Roles, if held during the regular rehearsal schedule of the chorus, shall be considered as part of the included chorus rehearsal hours.
- b. Such CHORISTER shall be called for additional rehearsal only:
 - i. within two (2) hours before (but not before 12 Noon), in which case such CHORISTER shall receive at least one-half (1/2) hour for meals before being called to next rehearsal of chorus; or,
 - ii. for one (1) hour after the regular rehearsal call for the chorus.
- c. Such additional rehearsals shall be compensated at the rates set forth Article IV.9.E.4.

B. Rehearsal During Performance Period

1. Notes Sessions

The ASSOCIATION may call CHORISTER to attend a notes session (not to include singing) of not more than five (5) minutes during the period which is allotted to dressing, prior to CHORISTER'S first appearance on stage in any performance, without additional compensation, provided there is sufficient time for CHORISTER to dress.

2. Rehearsal Following a Matinee

No rehearsal shall be called following a matinee until at least one and a half (1 ½) hours have elapsed since CHORISTER's last appearance in the matinee performance.

3. Runthrough Rehearsal

- a. CHORISTER may not be required to rehearse within two (2) hours preceding the commencement of any performance in which they participate, except that any CHORISTER not in the first act of the opera being presented may be required to attend a runthrough rehearsal of that opera; such rehearsal may be no longer than onehalf (1/2) hour duration and shall take place after call time.
- b. If CHORISTER is in the first act, a runthrough rehearsal of the opera being presented may be called one and onehalf (1 1/2) hours before CHORISTER's first appearance on stage. If this one and onehalf (1 1/2) hour period falls before 7:00 P.M., it is understood that all Guaranteed Auxiliary CHORISTERS will, to the best of their ability, make every effort to attend. Everyone attending will be compensated at the onehalf (1/2) hour regular rate, unless the run-through precedes the opening performance of an opera (or an opera's revival later in the contract year) and CHORISTER has had no other rehearsal on the day, in which case the half-hour run-through shall be deemed to be part of their performance call and shall not require extra compensation.

4. Acoustical Rehearsal

Acoustical rehearsals of CHORISTER may be called within one and one-half (1 1/2) hours prior to curtain time in halls in which the ASSOCIATION has not performed previously, or in halls in which alterations have been made since the last performance which may affect acoustics. Everyone attending will be paid at the regular rehearsal rate.

5. Rehearsal Following a Backstage Performance

If CHORISTER is required to perform backstage only and for a time period of one (1) hour or less, then CHORISTER may be called to a rehearsal of another opera after singing in such performance. Regular CHORISTER will receive credit of four (4) hours for the performance plus not less than a minimum rehearsal call. Per-Performance CHORISTERS will receive appropriate performance compensation, plus not less than a minimum rehearsal call. Such rehearsal shall not exceed three (3) hours including travel time to rehearsal location.

6. Announcement of Changes in Rehearsal Procedure

Before any rehearsal, the ASSOCIATION representative will make every effort to advise the available AGMA representative of any changes in the schedule, break or rehearsal or warm-up routine for that rehearsal or warm-up.

IV.9. COMPENSATION

A. Regular Chorus Compensation

1. Definitions

a. Staging/Performance Weeks

During staging/performance weeks, a weekly guaranteed salary will be paid for six (6) performances or thirty (30) hours of rehearsal or a combination thereof. Additional performances shall be compensated at one-sixth (1/6) of the weekly salary. A performance equals four (4) hours.

b. Music Rehearsal Weeks

In Music Rehearsal Weeks with twelve (12) hours or fewer of staging and no performances, a weekly guaranteed salary will be paid for a maximum of twenty-six (26) hours of rehearsal (music and/or staging). Music rehearsals shall not exceed five (5) hours per day Sunday through Friday, and six (6) hours per day on Saturday. Staging rehearsals shall not exceed six (6) hours per day. A combination of music and staging rehearsals shall not exceed six (6) hours per day.

c. Overtime

Overtime compensation shall be paid for all rehearsal hours beyond those included for the weekly compensation, as outlined in Article 2022b. above. There shall be no special rate for daytime, Saturday or Sunday rehearsals.

d. Costume Fittings

During Music Rehearsal Weeks, hours beyond those included for the weekly compensation as outlined in 2022b. above, which involve wig and costume fittings may be paid at the Regular rehearsal Rate for a limit of two (2) hours per week.

2. Compensation

a. Regular CHORISTER Compensation Guarantee

Each Regular CHORISTER (including each Substitute Regular CHORISTER) shall receive annual compensation comprised of no less than:

ARTICLE IV: CHORISTERS

- i. compensation for 35 weeks of work with the weekly rate dependent on years of service as indicated in 2.b below,
- ii. the Flexible Media Guarantee as outlined in Article I.23.H.1,
- iii. the Extra Fee as outlined in Article 2022e. ,
- iv. the Fee Waiver as outlined in Article IV.9.A.2.f, and
- v. vacation as outlined in Article IV.9.E.2.

b. Regular CHORISTER Minimum Weekly Compensation:

<u>Term</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
0-2 years of service	\$1,806.66	\$1,842.79	\$1,879.65	\$1,917.24
3-5 years of service	\$1,843.52	\$1,880.39	\$1,918.00	\$1,956.36
6-10 years of service	\$1,991.00	\$2,030.82	\$2,071.44	\$2,112.87
11+ years of service	\$2,027.89	\$2,068.45	\$2,109.82	\$2,152.01

c. Regular CHORISTER Years of Service

For purposes of calculating years of service in paragraph 2.a. and b. above, all consecutive years of employment as a Regular CHORISTER in the San Francisco Opera Chorus shall be counted, including those years of employment which took place prior to this CBA. Leaves of absence shall be counted as years of service.

Upon receiving tenure, a Regular CHORISTER’s years of service shall be deemed to include each year of employment as a Regular CHORISTER or Substitute Regular CHORISTER, whether consecutive or not. For current CHORISTERS, seniority shall be adjusted for the 2016-17 contract year and onwards.

For all Tenured Regular CHORISTERS, the contract years CY20 and CY21 shall each count as one (1) year of service. For Non-tenured Regular CHORISTERS, the contract years CY20 and CY21 shall count as one (1) singer year of service towards tenure, but shall be considered two (2) separate years for pay increases, retirement, and seniority.

d. Regular CHORISTER Seniority Pay

Regular CHORISTERS who have fifteen (15) or more years of service shall receive Seniority Pay as set forth below. This amount shall be paid weekly for a minimum of thirty nine (39) weeks, inclusive of vacation. Should eligible Regular CHORISTERS be compensated for more than thirty nine (39) weeks, inclusive of vacation, seniority shall be paid on such additional weeks. Should CHORISTER be compensated for fewer than thirty-nine (39) weeks, inclusive of vacation, the ASSOCIATION shall pay the CHORISTER for the remaining weeks at the end of the CHORISTER’s contract. This amount shall be in addition to the compensation indicated in Article 2022a.

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$110.63	\$112.84	\$115.10	\$117.40

e. Regular CHORISTER Extra Fee

Each Regular CHORISTER shall be guaranteed an Extra Fee each contract year to which SFO may apply any additional compensation due under this Agreement beyond the guaranteed Weekly Salary, the Fee Waiver, and the Flexible Media guarantee except seniority payments and compensation for solo roles (Chorus Bit and higher), e.g. overtime, special overtime, Free Day, additional weeks, unused personal leave, etc. The amount each year shall be as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$1,979.23	\$2,018.81	\$2,059.19	\$2,100.37

ARTICLE IV: CHORISTERS

f. Fee Waiver

The following amounts shall be payable to cover all instances of heavy lifting, mute role, chorus dancing, vocal utterances and body make up, in lieu of current fees. For Regular CHORISTERS, this amount shall be paid with the first (1st) payroll of wages of each individual ARTIST’s work per contract year. For other ARTISTS, the fee shall be payable the first week of work per production.

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Regular Chorister (per contract year)	\$1,639.09	\$1,671.87	\$1,705.31	\$1,739.42
Extra Chorister (per production)	\$136.59	\$139.32	\$142.11	\$144.95

g. Compensation for Regular CHORISTERS in Contract Years 2020-21, 2021-22, 2022-23, 2023-24

i. Fall Contract Year 2020-21 (CY20): 50% of total contracted weekly compensation, Vacation, and Seniority Pay, shall be paid. The media fee. Fee waiver payment, extra fee payment, and vocal maintenance payment shall be paid at 100%.

- (a) Compensation payable weekly rather than as lump sum
- (b) If ASSOCIATION knows there is no work for CHORISTERS in a given period and finds it is feasible to do so, ASSOCIATION will offer alternative payment options
- (c) ASSOCIATION may utilize CHORISTERS for up to thirteen (13) hours (music week) or fifteen (15) hours (staging week) for this weekly amount, after which any additional work shall be paid at the Regular Rehearsal Rate in the CBA.

ii. Contract Year 2021-22 (CY21)

- (a) ASSOCIATION may elect to temporarily reduce Regular Chorus weeks by up to twelve (12) weeks out of the thirty-five (35), with no compensation due during those weeks, which would represent a 34.29% decrease in the CHORISTER’s weekly guarantee. Such reduced weeks do not need to be contiguous.
- (b) The media fee, fee waiver payment, extra fee payment, and vocal maintenance payment shall be paid at one-hundred percent (100%).
- (c) Seniority Pay to be paid at one-hundred percent (100%) for weeks worked.
- (d) Apply thirty-four percent (34%) reduction to Vacation.

iii. Contract Year 2022-23 (CY22)

- (a) ASSOCIATION may elect to temporarily reduce Regular Chorus weeks by up to six (6) weeks out of the thirty-five (35), which would represent a 17.14% decrease in the CHORISTER’s weekly guarantee with no compensation due during those weeks. Such reduced weeks do not need to be contiguous.
- (b) The media fee, fee waiver payment, extra fee payment and vocal maintenance payment shall be paid at one-hundred percent (100%).
- (c) Seniority Pay to be paid at one-hundred percent (100%) for weeks worked.
- (d) Apply seventeen percent (17%) reduction to Vacation.

ARTICLE IV: CHORISTERS

- iv. Contract Year 2023-24 (CY24)
 - (a) ASSOCIATION may elect to temporarily reduce the number of hours Chorus is available in each of thirty-five (35) weeks in CY23 by up to seven percent (7%) with no compensation due for those hours which would represent a seven percent (7%) decrease in the CHORISTER’s weekly guarantee (unless scheduled higher). In music weeks this would mean music weeks of twenty-four (24) hours; in staging weeks this would mean staging weeks of twenty-seven (27) hours. (Additional hours scheduled in these weeks would be paid at the hourly Regular Rehearsal Rate with overtime as applicable.)
 - (b) Apply a seven percent (7%) reduction to the Seniority Pay and Vacation.
 - (c) The media fee, fee waiver payment, vocal maintenance fee, and extra fee payment shall be paid at one hundred percent (100%).

- v. In all years, reduced hours or weeks may be scheduled on an individual basis. The value of reductions outlined above may be achieved by another method if mutually agreed.

B. Rehearsal Compensation

1. CHORISTER Hourly Rehearsal Compensation

<u>Term</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Reg. Rehearsal Rate (payable in 1/2 hr segments after minimum call)	\$55.90	\$57.58	\$59.30	\$61.08
Overtime rate (payable in 1/4 hr segments after minimum call)	\$83.86	\$86.38	\$88.97	\$91.64
Free Day rate (payable in 1/2 hr segments after minimum call)	\$111.81	\$115.16	\$118.62	\$122.18
Special Overtime rate (payable in 1/4 hr segments after minimum call)	\$111.81	\$115.16	\$118.62	\$122.18

2. Overtime Compensation

- a. The hourly overtime rate (payable in 1/4 hour segments) shall be paid for the following:
 - i. In non-performance weeks, for the eighth hour of rehearsal in a day combining music and staging rehearsal, and for hours over thirty (30) hours in a staging/performance week.
 - ii. On a performance day, for the fourth hour of rehearsal.
 - iii. On a non-performance day in a staging/performance week, for the eighth hour of rehearsal on a day combining music and staging rehearsal.
 - iv. During a staging rehearsal, for hours over four (4) hours, with the exception of one (1) PCA+ per production for which overtime shall be paid after five (5) hours, provided that there is no other rehearsal on that day.

- b. Overtime compensation shall be paid at time and a half the regular hourly rehearsal rate.

- c. The calculation of overtime for Extra CHORISTERS shall include all performance calls.

3. Special Overtime

- a. The hourly special overtime rate (payable in 1/4 hour segments) shall be paid for the following:

ARTICLE IV: CHORISTERS

- i. Hours thirty-six (36) and over in a staging/performance week.
 - ii. All daily hours, including Overtime and Free Day hours, shall be used in calculating weekly hours.
 - iii. Hours twenty-seven (27) and over in a music rehearsal week or hours on a sixth day in that week, except for costume fittings as set forth in Article 202d. above.
 - iv. In non-performance weeks, all rehearsals over eight (8) hours per day.
 - v. On a performance day, rehearsal hours over four (4) hours of rehearsal.
 - vi. On a non-performance day in a staging/performance week, rehearsal hours over eight (8) hours per day.
 - vii. Hours that exceed five (5) hours Sunday through Friday, or six (6) hours on Saturday of music rehearsal during a music rehearsal week.
 - viii. Work after midnight not including undressing time
- b. The Special Overtime compensation shall be paid at double the regular hourly rehearsal rate.
4. Free Day Compensation
- a. Rehearsal on Free Day

In the event that the ASSOCIATION requires any CHORISTER to rehearse on a Free Day, CHORISTER shall be paid for each hour of Free Day rehearsal at the rate outlined in Article IV.9.B.1 above as additional compensation; provided however, that after the minimum rehearsal call of three (3) hours such rehearsal shall be paid for in one-half (1/2) hour periods. Such payment for rehearsals on Free Days shall be in addition to and treated separately from the daily overtime provisions of this CBA.
 - b. Performance, Call-In or Stand-By on Free Day

If the ASSOCIATION requires any CHORISTER to perform on a Free Day or to call in or stand by, they shall be paid for each such hour at the Free Day rate indicated in Article IV.9.B.1. as additional compensation. A call of four (4) hours shall apply to such performances or requirement to call in or stand by. Such payment for performances on a Free Day or to call in or stand by shall be in addition to and treated separately from the weekly and daily overtime provisions of the contract.
 - c. Free Day Overtime Compensation

The Free Day Overtime compensation shall be paid at double the regular hourly rehearsal rate.
5. Restricted Overtime Payments
- a. In no event shall CHORISTER be paid twice at the overtime rehearsal rate for the same rehearsal hours or excess rehearsal hours.
 - b. Hours that qualify for overtime or special overtime payment and Free Day payment will not be credited against hours available for minimum weekly compensation.

C. Chorister on a PerPerformance Basis

1. Performance Compensation

Each CHORISTER engaged on a per-performance basis shall be paid for each single performance as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$258.11	\$265.85	\$273.83	\$284.78

- a. Payment for fifteen (15) minutes following dismissal from rehearsal with costume only shall be made to CHORISTER engaged on a per-performance basis to allow for removal of costume. Payment shall be made as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$13.97	\$14.39	\$14.82	\$15.41

- b. Payment for one half (1/2) hour following dismissal from rehearsal with costume and makeup shall be made to CHORISTER engaged on a per-performance basis to allow for removal of costume and makeup. Payment shall be made as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$27.95	\$28.79	\$29.65	\$30.84

2. Overtime Calculation

The calculation of overtime for Per-Performance CHORISTERS shall include all performance calls.

D. Solo Roles

1. Leading or Featured Roles

CHORISTER (including CHORISTER engaged on a Per-Performance basis) who sings a role classified either as Leading (L) or Featured (F) under the Classification of Roles in this CBA, shall be remunerated the minimum compensation for the role in addition to the full weekly salary.

2. Supporting Roles

Regular CHORISTER (including Substitute Regular CHORISTER) who sings a role classified as Supporting (S) under the classification of roles in this CBA shall receive the following compensation for the role in addition to CHORISTER's weekly salary:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$545.69	\$556.60	\$567.74	\$579.09

3. Solo-Bit Roles

Regular CHORISTER (including Substitute Regular CHORISTER) who sings a role classified as a Solo-Bit (B) under the classification of roles in this CBA, or CHORISTER engaged on a Per-Performance basis who sings in the chorus in the same performance, shall receive the following compensation in addition to CHORISTER's weekly salary:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$250.72	\$255.73	\$260.85	\$266.07

E. Other Compensation

1. Two (2) Performances in One (1) Day

- a. Regular CHORISTER shall be compensated for a second performance on any day at no less than one sixth (1/6) of their weekly compensation, in addition to their weekly compensation regardless of the total number of performances during that week.
- b. If the second performance of the same opera scheduled on any day is a Student or Family performance, the additional compensation outlined above is not applicable.

2. Vacation Pay

The ASSOCIATION shall provide each Regular CHORISTER paid vacation as follows:

Non-tenured Regular CHORISTER: three (3) weeks
 Tenured Regular CHORISTER: four (4) weeks

3. Cover Fee

The ASSOCIATION shall pay the following as a cover fee:

<u>Classification</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Leading	\$1,769.78	\$1,805.18	\$1,841.28	\$1,878.10
Featured	\$1,474.82	\$1,504.32	\$1,534.40	\$1,565.09
Supporting	\$737.41	\$752.16	\$767.20	\$782.55
Solo Bit	\$442.45	\$451.30	\$460.32	\$469.53

4. Chorus Bit roles and Mute Roles

- a. CHORISTER (including CHORISTER engaged on a Per-Performance basis) may sing Chorus Bit roles for which CHORISTER shall be paid not less than the following as additional compensation for each part in addition to CHORISTER’s weekly salary:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$77.46	\$79.01	\$80.59	\$82.20

- b. Additional rehearsal for Chorus Bit roles as set forth in Article IV.8.A.14. shall be compensated at the straight time rehearsal rate which, after the first hour of rehearsal, may be computed in one-half (1/2) hour segments.
- c. CHORISTER (including CHORISTER engaged on a Per-Performance basis) may perform Mute Roles for which CHORISTER shall be paid per Article IV.9.A.2.f.
- d. Additional rehearsal for Mute Roles as set forth in Article IV.8.A.14. shall be compensated at the straight time rehearsal rate which, after the first hour of rehearsal, may be computed in one-half (1/2) hour segments.
- e. CHORISTER (including CHORISTER engaged on a per-performance basis) who is directed to make a solo utterance that is not otherwise covered in Schedule C (e.g. whistle, grunt, scream, up to two spoken words, etc.) shall be paid per Article 202f. In a scene that includes CHORISTERS and DANCERS portraying the same kind of characters, such utterances shall be assigned to a CHORISTER unless mutually agreed otherwise between the ASSOCIATION and AGMA.

5. Body Make-up

CHORISTER may be required to wear body make-up. Body make-up is defined for female roles as: make-up required on any part of the body below the standard 18th century costume neck line; above the elbow or above the knee. Body make-up is defined for male roles as: make-up required on any part of the body below the standard 16th century costume tunic neck line; above the elbow or above the knee. Compensation for CHORISTER required to use body make-up shall be per Article 202f. : (See ADDENDUM F.)

6. Vocal Maintenance

The ASSOCIATION shall compensate each Regular CHORISTER two hundred and fifty dollars (\$250.00) and each Extra CHORISTER one hundred dollars (\$100.00) each contract year such CHORISTER is engaged as a Vocal Enhancement payment.

- a. No documentation shall be required for payment in order for CHORISTERS to receive such payment.
- b. Payment is to occur at the end of each contract year and subject to usual customary payroll tax.
- c. Payment to be made as a separate payment.

IV.10. CHORUS CONCERTS

- A. When a Chorus Concert is scheduled, the ASSOCIATION will solicit general input and submissions for repertoire. The announcement will include a deadline to submit suggestions, as well as the goal and/or theme of the concert and preliminary programming if available. The deadline does not preclude additional input as the Chorus Director continues to make repertoire decisions.
- B. When possible, a Chorus Concert specific round of solo auditions will be held to provide an audition opportunity for those who did not participate in the general Solo Auditions and/or for CHORISTERS to re-audition when concert repertoire is confirmed.
- C. No solo fees will be incurred for Chorus Concert solos. Any offer for Chorus Concert solos will make clear that the solo is voluntary and has no associated solo fee.
- D. The ASSOCIATION will provide a mechanism for post-concert feedback, including questions and prompts beyond inviting general feedback, and specific questions regarding the assessment of the success in achieving the staged goals and themes of the concert.

IV.11. CHORUS MASTER

ASSOCIATION shall solicit input from the Chorus when selecting a successor to the current Chorus Master. Details of this input will be determined at the Joint Committee.

ARTICLE V. DANCERS

V.1. GENERAL PROVISIONS

A. Definitions

1. Dancer

Any DANCER who is employed on a weekly basis shall be called a DANCER.

2. Solo Dancer

Any role(s) that include(s) at least one (1) of the following elements and is performed by an individual or couple shall be defined as a Solo:

- a. A consistently highlighted dance sequence performed separately from a group for an entire dance sequence.
- b. A consistently highlighted character, mime or movement sequence that requires individual and distinct stage movement and is pivotal to the dramatic and/or artistic content throughout an entire scene.
- c. A role that is designated as a solo DANCER in Schedule C.

3. Child Dancer

The ASSOCIATION may engage Child DANCERS wherever the choreography of an opera so requires it. No terms or conditions of the Basic Agreement shall apply to the engagement of such Child DANCERS.

4. Dance Captain

- a. DANCE CAPTAIN is a DANCER who performs with the Corps de Ballet and is responsible for knowing the choreography for a production, and who is prepared to coach and rehearse DANCERS of the corps (in a group or individually) with or without supervision of the DANCE MASTER or CHOREOGRAPHER.
- b. DANCE CAPTAIN may also be asked to give warm-ups to DANCERS. At no time shall the DANCE CAPTAIN choreograph or perform additional services to those listed above without receiving CHOREOGRAPHER's or DANCE MASTER's fee for so doing.

5. Corps de Ballet

CORPS DE BALLET shall be defined as DANCERS engaged for CORPS DE BALLET roles during the contract year. At a time when no DANCERS are actively engaged, it shall be defined as current Tenured and Resident Corps DANCERS.

6. Resident Corps

Resident Corps shall be defined as a group of DANCERS who, at the sole discretion of the ASSOCIATION, shall be considered eligible to fill any tenured positions which shall become vacant. Only those DANCERS that have completed one year of employment may qualify to become a member of the Resident Corps. There shall be a minimum of two (2) DANCERS in the Resident Corps at all times. The ASSOCIATION shall immediately select a replacement DANCER in the Resident Corps if there are not at least two DANCERS in the Resident Corps. (A DANCER will no longer be a member of the Resident Corps if they are not offered available work and/or if they decline work offered for three

(3) contract years within six (6) contract years. Removal from the Resident Corps shall become effective, upon non-engagement for the third (3rd) contract year.)

In accepting their status as a member of the Resident Corps, each such DANCER must at the same time agree to accept a Tenured position in the Regular Corps de Ballet if such position is offered to them.

7. Year of Employment

A DANCER who is engaged as a Corps de Ballet DANCER, Soloist, and/or COVER in one production in a contract year shall be deemed to have completed one year of service for all purposes under this Agreement.

8. Warm-up

A series of exercises given for approximately one-half (1/2) hour to forty (40) minutes before performance or rehearsal for the purpose of readying the body for performance or rehearsal.

9. Brush-up Rehearsal

A rehearsal given after a piece has been performed for the purpose of keeping the choreography fresh. Brush-ups are not danced "full-out."

10. Class

A series of exercises given daily for at least one and one-half (1 1/2) hours for the purpose of maintaining and improving DANCERS' technique and artistry.

11. Performance of More than One (1) Opera

In all cases in which one (1) opera performance shall consist of one (1) or more operas, the entire performance shall be considered for the purposes of this CBA as one (1) performance only.

B. General Requirements

1. Assignments

- a. DANCERS shall be used in all productions for which dance choreography is approved as a part of the ASSOCIATION's production concept, except when "special" skill is required. When "special" skill is required, every effort will be made to use tenured and resident corps DANCERS unless it can be shown that the "special" skill is beyond the scope of the DANCERS' training, technical skill and/or physical expertise.
- b. DANCERS engaged by the ASSOCIATION for any Solo role shall be engaged under a letter of agreement executed by DANCER and the ASSOCIATION in triplicate, one (1) copy to the ASSOCIATION, one (1) copy to AGMA and one (1) to DANCER which shall be attached to DANCER's individual contract, and such letter of agreement shall be considered as if it were signed on the appropriate Standard AGMA PRINCIPAL's Contract and subject to the same terms and conditions applicable to PRINCIPALS. Such letter of agreement must be signed prior to the first rehearsal for such role and set forth the terms and conditions of such employment, the number of times and the specified roles and the rates of compensation for each role DANCER will be required to dance, including expected obligations with respect to rehearsals for such role.

- c. DANCERS shall be notified of their offer of engagement within seven (7) calendar days of their audition with a copy of the notification list sent to AGMA.
- d. When work is offered in multiple productions, and their combined performance and rehearsal periods overlap so that only one week on either or both ends of the combined periods are not part of the overlap, ASSOCIATION may make the offer contingent on acceptance of such multiple productions. In other words, there may be a total of two weeks of non-overlap, but only in the event that one week is at the start and one week is at the end of the period. If mutually agreeable between DANCER and ASSOCIATION, a modified work schedule may be created to accommodate an additional one week of overlap at the start of an engagement if the DANCER has a professional engagement from which they cannot be released and the ASSOCIATION believes a modified work schedule is viable. Such modified work schedule may include a pro-rated weekly salary based on available hours.
- e. Additional work offered at a date later than the initial assignments shall be accepted at the sole discretion of DANCER using the same time frame as in Article V.4.D below. If additional work has weeks synchronous with previously accepted work, there shall not be additional compensation due for those synchronous weeks unless overtime becomes payable. Any additional work that DANCER accepts shall count towards any guaranteed obligations.

2. Doubling

- a. DANCE MASTER, if one (1) is engaged, may not perform as DANCER except in an emergency [arising within twenty-four (24) hours of the performance]. Should DANCE MASTER or CHOREOGRAPHER be required to perform because of emergency circumstances, they shall be compensated in accordance with the role performed.
- b. CHOREOGRAPHER, if one (1) is engaged, may not perform as DANCER in their own work, except in an emergency.
- c. DANCE CAPTAIN, if one (1) is engaged, may perform as outlined in Article V.1.A.4 above. and shall be compensated as outlined in Article V.8.A.2f.
- d. The above notwithstanding, the ASSOCIATION shall not be required to engage DANCE MASTER, CHOREOGRAPHER or DANCE CAPTAIN.

3. Covering

A COVER shall be assigned or, if necessary, engaged, for all DANCER roles for which it is determined by DANCE MASTER that a replacement DANCER would be necessary in the event DANCER initially assigned the role would be unable to perform. DANCE MASTER shall endeavor to make this determination prior to the beginning of rehearsals of specific choreography to be covered. COVERS shall be assigned as soon as this determination is made. In the event of an emergency or an unforeseen need for a COVER due to changes in the choreographic plan for an opera, a COVER may be assigned after the choreographic process has begun, in which case such covering shall be compensated as outlined in Article V.8.A.2.d.

If DANCE MASTER has determined that a COVER DANCER is not necessary for a role, they shall develop a plan for how choreography will be adapted in the event the DANCER performing that role is absent from a performance. DANCE MASTER will inform DANCERS of this plan and, to the extent practicable, rehearse such adaptation.

- a. A COVER shall be engaged for all DANCER roles. A DANCER engaged as a COVER DANCER will not be required to cover more than two (2) individual solo roles or four (4) individual corps de ballet DANCERS per scene in a production.

- b. For productions with complex critical stage action requirements, such as *Sweeney Todd* or *Madame Butterfly*, the ASSOCIATION and AGMA shall meet to determine an appropriate protocol for covering such action.
- c. Should AGMA and SFO mutually agree that internal COVERS are appropriate, such COVERS shall be compensated at an additional one hundred and twenty-five (\$125) per Corps De Ballet role per rehearsal and performance week, in addition to any other compensation owed to such DANCER or an additional two hundred and fifty dollars (\$250) per Solo role per rehearsal and performance week in addition to any other compensation owed to such DANCER per production. In addition to the roles such DANCER is dancing, they shall at no time be required to cover more than two (2) Corps De Ballet roles or one (1) Solo DANCER role per scene in a production. Such DANCER shall not be required to cover a role until such ARTIST receives a written copy of their COVER assignment(s), a copy of which shall be sent to the AGMA Area Representative.
- d. The ASSOCIATION will ensure that each COVER will have a costume that will be made available should the COVER be required to perform the covered role.
- e. DANCERS who cover shall be called as required to those rehearsals in which choreography to be covered is rehearsed.
- f. COVERS shall be given adequate opportunity to rehearse their roles prior to performance with at least one stage rehearsal in costume, unless ASSOCIATION and AGMA mutually agree that the stage rehearsal and/or costume requirement is unnecessary.
- g. All rehearsal and performance conditions that apply to DANCERS shall apply to COVERS.
- h. Should DANCER covering a role be required to perform that role, they will be notified as soon as possible.
- i. A DANCER used as a COVER who is not already participating in the covered performance shall remain in the Opera House until every DANCER they are covering has made their last entrance, excluding bows.
- j. In the event that a COVER DANCER is moved to a performing DANCER prior to the start of a rehearsal, the ASSOCIATION shall engage an additional DANCER to assume the role of COVER. In the event a COVER DANCER is moved to a performing DANCER after rehearsals have begun, the ASSOCIATION and AGMA will meet to determine a mutually agreeable resolution based on the specifics of the situation.

The ASSOCIATION shall make best efforts to use the assigned COVER in the event a COVER is required but nothing herein shall abrogate the ASSOCIATION's artistic right to determine stage assignments under this Agreement.

4. Heavy Lifting

A role shall constitute heavy lifting if DANCER is required to carry any object over twenty (20) pounds or to assist in the carrying of a human being, other than another DANCER. Compensation for such heavy lifting shall be as outlined in Article V.8.A.3.

5. Hours and Performances in a Week

A week shall consist of not more than thirty (30) hours, without overtime compensation. However, there shall not be more than six (6) performances per week without additional compensation. Such

additional compensation shall be at a rate of one sixth (1/6) of the weekly salary. A performance shall be deemed to take four (4) hours.

6. Additional Performances

DANCER engaged on a weekly basis may be engaged for additional performances immediately following the last full week of employment on the following basis and providing such employment is contracted for in the original contract of employment:

a. Three (3) or Fewer Performances

If such DANCER shall perform in three (3) or fewer performances in three (3) or fewer days or shall be required to be available to the ASSOCIATION for three (3) or fewer days, they shall be paid for each such performance or day of availability no less than a pro rata compensation of their weekly contractual compensation.

b. Four (4) or More Performances

If such DANCER is required to be available to the ASSOCIATION for four (4) or more days, or has performed in four (4) or more performances in four (4) or more days, or has performed the maximum performances required under their contract of employment, they shall be paid their full weekly contractual compensation.

7. Program Listing

The ASSOCIATION will include DANCERS known to be returning for the contract year in the program listings for the appropriate operas of the contract year if possible.

8. Reasonable Rules and Regulations

DANCERS shall be subject to such reasonable rules and regulations of the ASSOCIATION which have been approved by AGMA.

9. Dance Master

When searching for a new Dance Master, ASSOCIATION will establish an opportunity for Tenured DANCERS to provide the ASSOCIATION with feedback to ascertain their priorities at the outset of such a search. Prior to any final determination, the ASSOCIATION will discuss with the AGMA in general terms the backgrounds of the final candidates so that the DANCERS can express any concerns with the understanding that such feedback is on an advisory basis only and the final decision will be the ASSOCIATION's. The timelines set forth herein may be modified by mutual agreement between the ASSOCIATION and AGMA.

V.2. GUARANTEED DANCERS

A. Employment Guarantee

1. Nine Regular Dancers

The ASSOCIATION agrees to engage no fewer than nine (9) Regular Corps de Ballet DANCERS for a minimum of two (2) separate productions for not less than fourteen (14) weeks during each contract year. A production shall be defined as one (1) opera title, regardless of the amount of time separating the rehearsals and/or performances of that opera within the same contract year. DANCERS may elect to accept employment for any or all productions offered, provided DANCER notifies the ASSOCIATION of such election no later than one (1) week after receiving a written offer of employment. Such election

shall not be used by the ASSOCIATION to adversely affect DANCER's employment in said year or any future year.

Once the Employment Guarantee is satisfied, ASSOCIATION and AGMA can discuss any contract provision that might be restricting utilization of the DANCERS, and the parties can, by mutual agreement on a case by case basis, relax restrictions (such as cover or extra costume requirements) to support additional utilization of DANCERS.

2. Replacement of Dancers

In the event that DANCER first offered such a contract is unable to accept all the productions offered, such DANCER will be replaced by either a DANCER or a combination of DANCERS for the production(s) declined.

3. Acceptance of Work

If ASSOCIATION offers fourteen (14) weeks of work or less in the Fall Season to a tenured DANCER, DANCER must accept all work offered. If ASSOCIATION offers more than fourteen (14) weeks of work in the fall, then tenured DANCER must accept at least fourteen (14) weeks of such work. Should tenured DANCER fail to accept work per the terms of this section for two consecutive contract years, they shall lose tenure and shall have no further obligations from the ASSOCIATION.

4. Preliminary Meeting

The ASSOCIATION shall have a preliminary meeting with AGMA prior to the end of the Spring Season of each contract year (with the date to be determined by June 15th) to outline known dance requirements for the coming contract year. Within one week of such meeting each Tenured and Resident Corps DANCER shall be given to the extent known information in writing regarding the first and last contract dates, all dates for the PCA, PCA +, OCA, OCA+ and performances for the following contract year. Tenured DANCERS shall not be required to give notice of leave until the ASSOCIATION has provided them with the actual dates set forth above. The number of DANCERS and weeks of employment may be increased or decreased for a particular year by mutual agreement between AGMA and the ASSOCIATION based on a review of the repertoire for a particular contract year.

5. Letters of Re-engagement

For all tenured DANCERS, an offer letter of re-engagement rather than an annual contract will be issued, as indicated in ADDENDUM E or as otherwise mutually agreed between ASSOCIATION and AGMA. Letters of reengagement shall be executed in single original copy, to be retained by the ASSOCIATION. Copies of these letters shall be sent to AGMA as required by AGMA guidelines.

B. Reengagement

1. The ASSOCIATION shall maintain no fewer than nine (9) DANCERS who will be employed for a minimum of two (2) productions for no fewer than fourteen (14) weeks, of which eight (8) shall be Tenured per contract year provided a sufficient number of Tenured DANCERS or those eligible for tenure accept employment as follows.
2. All Tenured DANCERS shall be engaged from year to year except when the ASSOCIATION gives a notice of non-reengagement as specified in Article V.3.A.7. Failure on the part of the ASSOCIATION to give such a notice of non-reengagement shall constitute an offer of reengagement.
3. A non-acceptance of reengagement from a Tenured DANCER without first having received a Leave of Absence approval from the ASSOCIATION shall constitute a discontinuation of Tenure for that

individual DANCER. The procedure for requesting a Leave of Absence is outlined in Article V.5.B below. Should a Tenured position be vacated, the ASSOCIATION shall take steps to fill the position as set forth in Article V.5.C of this Agreement.

4. All Tenured DANCERS shall be first offered engagement for productions before any other DANCERS are engaged except when choreography and other DANCERS come with a production or a CHOREOGRAPHER as a package to the ASSOCIATION, in which case the ASSOCIATION will ensure that all other DANCERS are members of AGMA and subject to working conditions specified herein.

C. Procedure for Filling Vacant Tenured Position

1. The ASSOCIATION shall designate two members of the Resident Corps as candidates for filling the vacant Tenured position in the Regular Corps de Ballet. Such designation shall be made in the DANCER's offer letter for work as one of the nine Guaranteed DANCERS for the contract year in which the Tenured position is vacant.
2. In the offer letter for work for the following year, one (1) of the two (2) candidates, to be selected solely at the discretion of the ASSOCIATION, shall be made a Tenured member of the Regular Corps de Ballet. Should the DANCER who is offered Tenure decline such employment, the ASSOCIATION shall reserve the right not to offer Tenure to the other candidate, in which case the ASSOCIATION shall designate two (2) new Tenure candidates for consideration by the ASSOCIATION during the following contract year.
3. The ASSOCIATION shall reserve the right not to designate more than two (2) candidates for Tenure or to fill more than one vacant Tenured position in any one (1) contract year.

D. Dancer Utilization

Dancer Utilization issues remain unresolved in spite of these negotiations. AGMA and the ASSOCIATION commit to continue the conversation through the Artistic Advisory Committee and other applicable forums on an ongoing basis until mutual resolutions are found, such discussions to be inclusive of the ASSOCIATION's consideration of strategies for pursuing AGMA's goals regarding the implementation of dance/movement within the company's productions and that its Tenured DANCERS/Resident Corps are the artists that are engaged for that work. Moreover the ASSOCIATION affirms a commitment to working with AGMA during the term of this CBA to support the Tenured DANCERS/Resident Corps to maintain their craft in a manner that is feasible for the ASSOCIATION and accessible to DANCERS.

V.3. TRAINING PROGRAM

A. Training Program Process

1. The ASSOCIATION and DANCERS shall work together to ensure that all members of the Corps de Ballet are performing at the highest artistic level. Toward that end, if the ASSOCIATION has determined that a DANCER has demonstrated a material deficiency with respect to technique or dramatic ability as exhibited on stage or in rehearsal, or a material failure to perform at the technical and artistic level of the Corps, the DANCE MASTER shall meet with such Tenured DANCER within the two (2) weeks before such Tenured DANCER's last performance of each contract year for the purpose of providing an evaluation. An AGMA representative shall be present during the evaluation. The DANCER shall receive a written copy of the evaluation immediately following the evaluation.
2. At this meeting the ASSOCIATION may place DANCER on the Training Program for the next contract year. No more than one (1) DANCER may be placed on the Training Program per contract year.
3. The ASSOCIATION shall notify a DANCER of its decision to place DANCER on the Training Program in writing, within one (1) week of the DANCER's evaluation. Such explanation must include an

explanation of the deficiencies and circumstances discussed in the written copy of the DANCER's evaluation and may not include any additional matters not mentioned in said evaluation. A copy shall be sent to the AGMA Area Representative.

4. During the Training Program the ASSOCIATION will provide DANCER, at its expense, up to twenty (20) Training sessions which may include but not be limited to, ballet technique class, Cross Training (*i.e.*, Pilates GYROTONIC® Training, Gym Training, etc.), and Nutritional Counseling. These Training sessions shall be provided for a span of up to one (1) year to be used at the DANCER's discretion during the off-season period prior to the following contract year. The type of training shall be mutually agreed upon by the ASSOCIATION and DANCER. Should the type of training decided upon not include a member of the ASSOCIATION's dance staff, said training must be approved by the ASSOCIATION and DANCER, and who ever shall be supervising such training shall read the letter placing DANCER on the Training Program in order to familiarize themselves with the concerns of the ASSOCIATION, but they will not be given a copy of the letter to keep. DANCER on the Training Program will not be compensated for such Training time.
5. While on the Training Program, the DANCE MASTER shall have an opportunity to view DANCER's work during that off-season period, which may be scheduled with the agreement of all parties, and shall be attended by an AGMA Representative. In this event, the DANCE MASTER shall meet with the DANCER within one (1) week of such viewing for the purpose of offering the DANCER feedback as to the DANCER's progress regarding the specific concerns previously discussed. The DANCE MASTER may not introduce any new concerns at this time.
6. When the DANCER returns to work for the following contract year, after the off-season period, the DANCE MASTER shall meet with the DANCER within their sixth (6th) week of employment to discuss whether or not the concerns previously discussed have been resolved. If the DANCE MASTER has determined that the concerns previously discussed are still not resolved, the ASSOCIATION shall issue a written assessment with a copy sent to the DANCER and the AGMA Area Representative.
7. If a written assessment has been issued and the problem still has not been resolved by the tenth (10th) week of employment, then the AGMA Area Representative, DANCER and the ASSOCIATION, at any party's request, will meet between the tenth (10th) and twelfth (12th) week of employment to attempt to find a resolution to the problem. If the problem cannot be resolved by the twelfth (12th) week of employment the ASSOCIATION shall issue a letter of non-reengagement to the DANCER; this letter may only include matters that were addressed in the initial warning letter.
8. If appropriate, the notification schedule may be adjusted to accommodate contract years in which DANCER works for more than twelve weeks.
9. No DANCER may be placed on their first year of the Training Program more than once within a three (3) year period.
10. Nothing in this section regarding the Training Program shall be deemed to prohibit DANCER from requesting, or the ASSOCIATION from granting, a leave of absence. Should DANCER take a leave for any reason before the commencement of the contract year in which they are placed on the Training Program, their status upon their return shall be as though there had been no leave. A partial leave will not delay the Training Program process; however, the notification schedule outlined above shall be adjusted accordingly.
11. Dismissal and non-reengagement for just cause are not covered by the procedure outlined here.
12. Neither the ASSOCIATION nor the Trainer(s) shall be in any way held responsible for the effect of said training on the success of the Training Program.

13. Nothing in this provision should be construed as prohibiting or discouraging further discussion not specifically provided for herein between the DANCER and the ASSOCIATION, at the request of either party, whether before or during the Training Program; indeed, ongoing communication is to be encouraged. But in the case of any dispute, the written record (evaluation, letter placing DANCER on the Training Program, written assessment, and letter of non-reengagement) shall control.

B. Right to Appeal

1. In the event Tenured DANCER has received a notice of non-reengagement the ASSOCIATION agrees, upon written demand by AGMA, promptly to submit the question of DANCER's material deficiency in performance or material failure to perform at the technical and artistic level of the corps, to an arbitration audition by an Arbitration Committee of three (3), one (1) of whom shall be appointed by the ASSOCIATION (which appointee shall not be the DANCE MASTER one (1) by AGMA, and a third chosen by the two (2) so appointed. Said third member shall have recognized judgment in opera Corps de Ballet requirements and shall serve as Chair of the Committee.
2. Prior to such arbitration audition, the ASSOCIATION shall state in writing the basis upon which DANCER has been rejected. The arbitration audition shall be based on the reasons for rejection stated by the ASSOCIATION which must be the same concerns previously expressed to DANCER, orally and in writing, regarding DANCER's material deficiency in performance or material failure to perform at the technical and artistic level of the Corps outlined in the warning letter, which will be provided to the Arbitration Committee. The Arbitration Committee may, where appropriate, consider DANCER's overall ability.
3. The ASSOCIATION shall make choreographic selection suggestions, chosen with care and fairness, performed by DANCER within the ASSOCIATION's opera repertoire from the preceding two (2) contract years for presentation to and consideration by the ASSOCIATION and AGMA Executive Committee, as outlined in d. below.
4. Before scheduling the arbitration audition, the ASSOCIATION and the AGMA Executive Committee shall meet to discuss and agree upon scheduling of the audition and audition logistics, including corps participation (as set forth below), rehearsals prior to the audition, specific choreographic selections to be performed and/or technique to be demonstrated. The location of the audition and the selection of the accompanist shall be mutually agreed by AGMA and the ASSOCIATION.
5. DANCE MASTER shall notify DANCER, and the Arbitration Committee Chair, of the audition selections.
6. DANCER shall be given seven (7) days to prepare the audition following the notification of the three (3) selections. DANCE MASTER shall be available to rehearse DANCER at DANCER's request. DANCER will be provided with an accompanist and studio time for three (3) hours within the week prior to the audition.
7. The Committee Chair shall be responsible for the conduct of the audition in all respects, in accordance with the scheduling and logistics agreed upon by AGMA and the ASSOCIATION, including communication with DANCER. The Chair shall take all possible steps to assure fairness and consistency in the conduct of the audition.
8. The Arbitration Audition shall be held within thirty (30) days after receipt of AGMA's demand, unless a later date is mutually agreed upon by the ASSOCIATION and AGMA or is necessitated by the schedules of the Arbitration Committee members.
9. At the audition, DANCER shall audition with the selected choreography in the same manner as DANCER performed the choreography; e.g., if the choreography required a partner, a partner will be provided for the audition; if the choreography was performed as part of the Corps, then DANCER

shall audition that choreography with the members of the Corps as well as alone, provided that AGMA arranges to make all or a portion of the Corps available without additional expense to the ASSOCIATION. DANCER may also present solo dance material and/or any relevant written materials (reviews, recommendations, etc.), such written materials shall be provided to the members of the Arbitration Committee at least forty-eight (48) hours in advance of the audition.

10. All joint expenses of the arbitration audition (e.g., those relating to the accompanist, the audition site, etc.), shall be shared equally by the ASSOCIATION and AGMA, except any costs attributable to the Committee members selected by AGMA and the ASSOCIATION and any other costs unilaterally incurred by either party, which shall be their respective responsibility. In any event, the ASSOCIATION and AGMA shall share the expense of the Committee Chair.
11. Immediately following the audition, the Committee shall vote by marking a typed secret ballot stating: "Has (name of DANCER) established that they are artistically satisfactory as a Member of the Corps de Ballet of the San Francisco Opera Association? Yes _____ No _____." Such ballots shall then be opened before a representative of both AGMA and the ASSOCIATION. The decision of the majority of said Committee as to the artistic ability of DANCER shall then be submitted immediately in writing to the ASSOCIATION and AGMA and said decision shall be final and binding upon AGMA and the ASSOCIATION. The Chair shall immediately advise DANCER as to the result of the arbitration audition. In the event that the Committee shall determine that DANCER so auditioned is artistically satisfactory, the ASSOCIATION agrees to reengage said DANCER.

V.4. GENERAL AUDITIONS

- A. All Corps de Ballet DANCERS shall be chosen from open auditions. The ASSOCIATION shall inform AGMA of said auditions not less than twenty-one (21) days prior to such auditions.
- B. Auditions shall be held in October, or, if a majority of the Tenured DANCERS and Resident Corps is not on contract in October, or if another time is mutually preferable, such time as is mutually agreed by AGMA and ASSOCIATION. AGMA and ASSOCIATION shall mutually agree on details (including changes to notification requirements herein) should second-round auditions be required. Any Tenured DANCER who is required to attend such audition and who is unable to attend due to work responsibilities elsewhere may submit a video of work done within the last eighteen (18) months.
- C. DANCE MASTER will provide audition information and specifics to the Joint Committee in advance of Corps de Ballet auditions.
- D. Corps de Ballet DANCERS shall be notified of their engagement within seven (7) calendar days (not including ASSOCIATION's Administrative Holidays) of their audition with a copy of the notification list to AGMA. DANCERS shall have two (2) weeks to respond to such offer of engagement provided DANCER has received the specific operas, the dates for the first and last date of contract and all dates for the PCA, PCA+, OCA, OCA+ and Performances and to the extent known, the type of dancing, and a complete preliminary rehearsal schedule, subject to change. In any event, the ASSOCIATION shall give notice of each contract year's rehearsals and performances to DANCERS no later than within one (1) week of selection of DANCERS.
- E. DANCERS having tenure shall be notified of auditions by regular mail or email not less than twenty-one (21) days in advance of said auditions.
- F. Reasonable efforts will be made to notify community DANCERS of said auditions by mailing notices to public call-boards in common use by said DANCERS, a list of which shall be submitted by AGMA.
- G. The audition notice shall include information, to the extent known, regarding any movement work that will be required that is outside what is considered to be within the normal scope of the Tenured and Resident dance corps (e.g. tumbling, aerial work).

- H. Pointe work shall be included on the audition notice and, if pointe work is to be required at the audition, the ASSOCIATION shall notify AGMA, tenured and resident corps DANCERS of such requirement at least two (2) months prior to the audition. Should pointe work not be known two months prior to the audition, but is ultimately required, ASSOCIATION and AGMA shall meet to determine an alternate strategy.
- I. The audition notice shall include, to the extent known, information about whether a CHOREOGRAPHER will be attending auditions, the name of the CHOREOGRAPHER, or whether the ASSOCIATION has elected not to hire a CHOREOGRAPHER.
- J. Whenever it is the ASSOCIATION's intention to use choreography from a pre-existing production, a video of such choreography will be shown at the audition, whenever available. If the ASSOCIATION has access and the right to share a video recording of a production for which DANCERS are being auditions, such video may be made available to Tenured and Resident Corps DANCERS upon request as soon as practical but no later than twenty-four (24) hours prior to the DANCER audition, providing the DANCER has requested the video at least two (2) weeks in advance. The ASSOCIATION may elect to make such video available on a streaming basis.
- K. Open auditions shall be divided into AGMA and non-AGMA member auditions, with AGMA members auditioning first. AGMA may provide a representative to confirm membership status of auditioning DANCERS.
- L. Tenured DANCERS and DANCERS in the Resident Corps shall not be required to perform preliminary auditions, but may be required to participate in call-back auditions.
- M. No non-tenured auditioning DANCER may be requested to professionally assist CHOREOGRAPHER and/or DANCE MASTER at the audition. A Tenured DANCER may, upon request, help CHOREOGRAPHER and/or DANCE MASTER at the audition at DANCE CAPTAIN rate.
- N. When auditions are required for Solo Roles, AGMA will be notified and the notice posted, and AGMA members will audition first. If the qualifications of DANCERS are equal in all respects, preference will be given to Tenured and Resident Corps DANCERS. Nothing in this paragraph shall obligate the ASSOCIATION to cast a Tenured or Resident Corps DANCER for a solo role, even if DANCERS are invited to audition.
- O. At all times, the management of the ASSOCIATION shall make the final determination as to the engagement of DANCERS in collaboration with the DANCE MASTER.

V.5. LEAVES OF ABSENCE

A. Sick Leaves

Each non-tenured DANCER shall be entitled to sick leave for illness or injury, calculated on the basis of four (4) hours of sick leave per week employed up to a maximum of forty-eight (48) hours per year. Each tenured DANCER shall be entitled to sick leave for illness or injury, calculated on the basis of eight (8) hours of sick leave per week employed up to a maximum of ninety-six (96) hours per year. Tenured DANCERS may carry over unused sick leave hours up to a maximum allocation of one hundred and twenty (120) hours per year.

- 1. Any DANCER who has exhausted sick leave and who misses a performance or rehearsal shall have the applicable rate and guarantee reduced pro rata for each day of absence.
- 2. The ASSOCIATION may, at its option, request from any DANCER a doctor's certificate, or may have its own physician at its own expense examine DANCER. Sick leave under false pretenses shall be grounds for immediate dismissal.

3. A DANCER who cannot render service for reason of illness or injury shall be compensated for work actually missed, not to exceed one-sixth (1/6) of their weekly base rate for each day of sick leave. Free Days shall not be compensated or counted as days of absence. Sick leave payments will be coordinated with any State Disability Insurance (SDI) or Paid Family Leave (PFL) award received unless the ARTIST notifies the ASSOCIATION no later than two weeks from the first day off that the ARTIST does not want to coordinate sick leave with SDI or PFL. The ASSOCIATION shall make every effort to provide ARTISTS with information on this option including in their initial orientation package, but the ARTIST shall be solely responsible for notifying the ASSOCIATION of an opt-out, irrespective of whether information has been received. If the ARTIST remains on sick leave and the SDI or PFL is exhausted, the ASSOCIATION shall continue to provide sick leave coverage until an ARTIST's sick leave allowance is exhausted. This provision shall not be applied in any manner reducing an employee's total benefit.
4. To the fullest extent permitted, this Agreement shall operate to waive any provision of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

B. Leaves of Absence and Maternity Leave

1. Tenured DANCERS shall have the right to a leave of absence after three (3) years of employment with permission of the ASSOCIATION, which permission shall not be unreasonably withheld. A Tenured DANCER granted such leave shall not lose their status and upon return shall have status as though they had never been absent. The ASSOCIATION shall not be required to grant a leave of absence to more than two (2) Tenured DANCERS during any contract year, except in cases of health or other emergency. Leaves shall be granted based on years of employment.
2. Tenured DANCERS must request a Leave of Absence in writing for the following contract year no later than their response to the ASSOCIATION's offer to work under D above. Leaves of Absence resulting from illness or injury shall not count for the purposes of this provision.
3. Any Tenured DANCER taking a leave of absence must be replaced by either a DANCER or a combination of DANCERS for the same number/schedule of contracted weeks.
4. Any DANCER who must go on disability leave must be replaced by either a DANCER or a combination of DANCERS for the remaining number/schedule of contracted weeks.
5. Maternity Leave shall fall under the provisions of this section with the exclusion of the three (3) year employment requirement, the date of the request requirement, and from the limitation of the maximum of two (2) leaves granted. A DANCER granted such a leave shall not lose their status and upon return shall have status as though they had never been absent. Maternity leave shall be treated as any other disability in accordance with California and Federal law and shall qualify under SDI guidelines.
6. Any Tenured DANCER taking a leave will maintain their Health Insurance Coverage for term of leave in accordance with the provisions of Article I.11.E. The DANCER replacement shall receive Health Insurance Coverage per Article I.11.E.
7. DANCER would lose their tenure and guarantee if they take more than two (2) years leave of absence in any five (5) year period with the exception of leaves of absence due to medical reasons (such as maternity and disability) which shall not count. The current leave approval process would remain unchanged.

C. Family Leave

1. A DANCER may take up to and including six (6) days of Family Leave with pay per contract year in the event of having a child or becoming a parent. Family Leave will be deducted from accumulated sick leave.
2. For the purposes of Family leave, family is to be defined as any of the following: spouse, domestic partner, child, child of domestic partner, parent (biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child), grandparent, mother-in-law, father-in-law, grandchild, sibling and anyone to whom the ARTIST is the primary caregiver. Family Leave will be applicable to illness in addition to becoming a new parent, or due to an illness of a qualifying family member.

D. Bereavement Leave

Each DANCER shall be entitled to six (6) days of bereavement leave with pay in each contract year. This leave shall be used for no other purpose other than death in the immediate family or household, defined as spouse, domestic partner, child, child of domestic partner, parent (biological, adoptive, step, or foster parent, or an individual who stood in loco parentis to an employee when the employee was a child), grandparent, mother-in-law, father-in-law, grandchild, sibling and anyone to whom the ARTIST is the primary caregiver. Five (5) Days (of the six (6) allotted days) for Bereavement leave will not be deducted from sick leave.

E. Personal Leave

1. Each DANCER may take up to three (3) personal leave days with pay each contract year. DANCER shall give the ASSOCIATION fourteen (14) days' notice provided that DANCER has received a bi-weekly schedule outlining the proposed schedule for such week in accordance with Article V.6.A.11.a.i of this CBA. DANCER may not use personal leave to miss more than one on-stage rehearsal of a production within one week of its final Dress Rehearsal provided the dates and times for such rehearsals remain the same (starting time has not been changed by more than one hour) as those listed on the schedule given to the DANCER at the time of offer. Dress Rehearsals or Performances may not be missed without the approval of the ASSOCIATION. Such approval shall not be unreasonably denied.
2. Personal leave shall be given for Performances solely at the discretion of the ASSOCIATION.
3. The ASSOCIATION shall not be required to grant personal leave to more than two (2) DANCERS per call. However, DANCERS may take personal leave for the following compelling reasons, regardless of the number of other DANCERS granted personal leave for the call in question.
 - a. auditions;
 - b. major dance competitions; and
 - c. performance as a soloist with a major or regional dance company.
4. Restrictions on the number of DANCERS permitted to take personal leave for non-compelling reasons may be lifted on a case-by-case basis at the discretion of the ASSOCIATION.
5. Personal days may be divided into halves and taken in one-half (1/2) day increments at DANCER's option as follows:

<u>Personal Time Taken</u>	<u>Personal Time Logged</u>
1 service on a 2-service day	= 1/2 personal leave day
1 service on a 1-service day	= 1 personal leave day
2 service on a 2-service day	= 1 personal leave day

6. If DANCER does not utilize their full allowance of personal leave days in each contract year, then they will be paid the balance of unused personal leave days at the end of the contract year as vacation pay.

F. Long Term Disability

1. The ASSOCIATION shall provide Long Term Disability insurance (LTD) to all tenured DANCERS, of 60% of pre-disability earnings to a maximum benefit of \$5,000 per month.
2. The amount of benefits payable under LTD insurance policy may be reduced by the amount of Workers' Compensation or State Disability Insurance (SDI) payments received during the period of time that such payments are actually received, to the extent that the policy requires such deductions.
3. A DANCER's place within the Tenured Corps will only remain open for a period no longer than the remainder of the contract year in which a DANCER stops working because of a long term disability (as defined in the group long term disability insurance policy) and the following two contract years. After such time if the DANCER is not eligible to return to work, (after participating in an interactive process with the ASSOCIATION and the DANCER utilizing information provided by a medical professional to determine if reasonable accommodation is available), the DANCER's employment and benefits as an active employee will end and the ASSOCIATION may fill the vacated position. For example, if a DANCER stops working at any point in the 2012-13 contract year and goes onto LTD, if they are not eligible to return to work at the start of the 2015-16 contract year, their employment with the ASSOCIATION will end. Should the DANCER be medically released to duty during a contract year for which they are eligible to return to, and can perform the position with or without reasonable accommodation, the DANCER will receive compensation and benefits from the point they return to work.

G. Years of Employment

Years of employment shall mean consecutive years of employment immediately prior to the contract year in which leave is claimed. However, consecutivity shall not be broken by one (1) year off, or less, due to leave of absence, illness, accident or pregnancy.

V.6. REHEARSALS

A. General Clauses Applicable to Rehearsal Period and Performance Periods

1. Minimum Call
 - a. If there is only one (1) call in a day, the minimum call will be three (3) hours. There may be a two (2) hour call only on days when there is also at least one (1) other call of not less than three (3) hours.
 - b. For all DANCERS, subsequent rehearsal sessions called on the same day shall be two (2) hours, unless the second rehearsal is called no later than two (2) hours after the end of the first rehearsal, in which event, the minimum call may be modified to one (1) hour.

- c. After minimum call is completed, all time shall be computed in one-half (1/2) hour segments, (except where otherwise specifically provided).
 - d. Rehearsal of DANCER on any day during the contract year need not be consecutive, except that no rehearsal session of DANCER shall be deemed to be less than two (2) hours' duration, irrespective of the actual amount of time spent in rehearsal (except where otherwise specifically provided in this CBA, e.g. 1.b. and 1.e. herein).
 - e. The first rehearsal call on the day of a dress rehearsal may be modified to one (1) hour providing such a call directly precedes a call for general dress rehearsal.
 - f. If DANCER is dismissed from rehearsal and is recalled for further rehearsal within one (1) hour of the time of such dismissal, then such intervening time between dismissal and recall shall be counted as if DANCER had rehearsed continuously.
 - g. No onstage rehearsal may be scheduled to last more than five (5) hours (not including dressing and undressing time), with the exception of an OCA+ for productions that have a run time of longer than five (5) hours from curtain up to curtain down. No non-onstage rehearsal may last longer than four (4) hours.
 - h. On a Sunday after the minimum call has been completed time may be computed in fifteen (15) minute segments.
 - i. Posted rehearsal and performance schedules shall indicate the beginning and end of each call. Lengthening of a rehearsal call shall not exceed one (1) hour. Shortening of a posted rehearsal call shall not exceed one-half (1/2) hour, without compensation for posted time less the one-half (1/2) hour.
 - j. On a day when all ballet rehearsals are "DANCER Only" rehearsals (without CHORISTERS, PRINCIPALS or orchestra) there shall be no rehearsals before Noon. All "DANCER only" rehearsals before Noon shall be considered separate rehearsals and will be paid separately from the weekly salary at the rate specified in Article V.8.B.4. Costume fittings will be permitted before Noon.
 - k. No rehearsals to which 'DANCERS Only' are called shall extend after 10:00 PM.
 - l. The ASSOCIATION shall provide studio or equivalent space available for forty-five (45) minutes prior to rehearsals on days when there is no class and for fifteen (15) minutes before class for warm-up and during performance when appropriate space is available.
 - m. All DANCERS who perform specific choreography within an opera shall be called to all rehearsals in which such choreography is rehearsed.
 - n. In the event that DANCER is not given the opportunity to warm-up for a rehearsal they will not be required to dance "full-out".
2. Rest Period
- a. "DANCER Only" Rehearsal Breaks

DANCER shall be allowed a rest period of not less than ten (10) minutes at the conclusion of each hour of rehearsal.

b. Staging Rehearsal Breaks with Piano

i. Rehearsal Breaks Table

<u>Length of Rehearsal</u>	<u>Total Break Time</u>
2 hours	15 minutes
2 1/2 hours	20 minutes
3 hours	30 minutes
3 1/2 Hours	35 minutes

Each additional 1/2 hour An additional 5 minutes

ii. In staging rehearsals, the breaks as specified here may be scheduled to coincide with staging and practical rehearsal requirements. However, no break shall be less than ten (10) minutes in length.

iii. It shall be deemed standard rehearsal policy that DANCERS shall be given one break of not less than ten (10) minutes before seventy-five (75) minutes have elapsed, with the following exceptions:

- (a) piano dress rehearsals;
- (b) rehearsal segments in which a single scene is rehearsed, after which there is to be a pause for change of scenery, props, or costumes; and
- (c) in these cases, (a) and (b) (above) the rehearsal may continue beyond seventy-five (75) minutes before a break is given. In any event however, consecutive staging time shall not exceed one and three-quarter (1 3/4) hours in the first three (3) hours of rehearsal and one and one-half (1 1/2) hours after the first three (3) hours of rehearsal without the appropriate breaks being called.

c. Postponement of Staging Rehearsal Breaks with Piano

When, at the end of any hour of stage rehearsal with piano, the ASSOCIATION shall need and request continuation of such rehearsal, thus postponing the standard rest period provided for in the Table above, such rehearsal may continue for an additional forty-five (45) minutes. If such rehearsal does run longer than one (1) hour and twenty (20) minutes, DANCER shall receive an additional ten (10) minutes rest period over and above the rest period DANCER is entitled to for the preceding hour of rehearsal.

d. Coordinating Dancer Breaks

In the event that DANCERS are scheduled within the same rehearsal call in two different locations and/or with different categories of performers, DANCER breaks need not be taken as per § 202a, but shall be based on the most favorable prevailing break rules for whichever group is rehearsing with the DANCERS (i.e. CHORUS or PRINCIPAL ARTISTS), so long as all applicable travel time is given.

To clarify particularly complex break situations in such rehearsals a break plan shall be formulated in advance by a member of the PRODUCTION STAFF in conjunction with the DANCER representative(s), and shall be outlined to the DANCERS at the start of the rehearsal, with the understanding that there may be a need to work flexibly with this plan during the course of the rehearsal, with changes being communicated by PRODUCTION STAFF in the moment to the DANCER representative(s).

In the event that a staging rehearsal is with DANCERS and PRINCIPAL ARTISTS only, the DANCER break schedule shall follow that of the PRINCIPAL ARTISTS, namely five (5) minutes of accrued break time per hour, which shall be given based on the parameters outlined in Section 1. At no time will the DANCER receive less than a ten (10) minute break.

e. Rehearsal Breaks with Orchestra

In the case of orchestra rehearsals, the rest periods shall equal the total amount of rest time to which the orchestra is entitled under the orchestra contract in effect at the time; provided that upon advance notice during that rehearsal, the ASSOCIATION may designate a rest period for DANCERS at a different time from that specified for the orchestra for the purpose of calling DANCERS back on stage during the orchestra rest period; provided further, in no case will DANCER rehearse longer than the time limitations in such orchestra contract.

f. Rehearsal Length and Breaks

The ASSOCIATION shall not schedule DANCER for more than three (3) consecutive hours of rehearsal without a one (1) hour break except in the case of staging rehearsals, orchestra rehearsals, final technical and dress rehearsals. However, there must be a one (1) hour break between a three (3) hour ballet rehearsal call and staging rehearsals.

g. Rest Periods

All rest periods and rehearsal breaks shall be called by the ASSOCIATION, either by management staff or PRODUCTION STAFF present at the rehearsal.

h. Recall After Dismissal - One (1) Hour Minimum

After DANCER is dismissed from rehearsal, they may not be recalled for further rehearsal on the same day, earlier than one (1) hour from the time of such dismissal.

i. Twelve (12) Hour Rest Period

DANCERS shall have at least a twelve (12) hour rest period, not counting optional class time, between the last appearance in a rehearsal or performance or the end of the one-half (1/2) hour undressing period in one day and the first rehearsal on the following day, with the following exception:

- i. DANCERS may be called at 11:00 A.M. for rehearsals with orchestra, or may be called for dress call at 10:30 A.M. prior to a dress rehearsal.

j. Travel Time - Rest Period

When required to travel between rehearsal places at least two (2) miles apart DANCER cannot be recalled earlier than one and one-half (1 1/2) hours from time of dismissal, which shall constitute a dinner break.

3. Pointe Shoes

The ASSOCIATION shall make available pointe shoes to DANCERS, including COVER DANCERS, at least one (1) week prior to the start of the first day of rehearsal for productions in which pointe work occurs in order to ensure adequate time to prepare the shoes for rehearsal and performance. Information regarding the stage and rehearsal flooring will be discussed with each DANCER undertaking pointe work, as well as the appropriate number of pointe shoes prior to ordering. If

ASSOCIATION fails to adhere to any portion of this provision, and/or if DANCER ends up needing an additional number of pointe shoes beyond what was requested, and because of either of these reasons, a DANCER ends up using their own pointe shoes, the ASSOCIATION shall reimburse DANCER for the full replacement value of such shoes.

4. Ballet Slippers

For each six weeks on contract, or portion thereof, each DANCER may request reimbursement for up to \$45 toward the cost of one pair of ballet slippers to be used during warm-ups and classes, payable upon presentation of receipts. Reimbursement must be requested prior to the last performance of the contract year for which DANCER is on contract. Calculation of weeks does not need to be consecutive (e.g. a DANCER employed for 7 weeks in the spring and 5 weeks in the fall would be eligible for up to \$90 reimbursement).

Should DANCER use such slippers in rehearsal as a result of not being provided with the rehearsal shoes needed for that production, and conditions of the rehearsal room (e.g. groundcloth surface) render slippers unusable, ASSOCIATION shall provide replacement slippers in time for the DANCER to use them at their next class/warm-up (to the degree practicable), provided DANCER has turned in the unusable slippers to the DANCE MASTER, and has a current shoe-size chart on file at the time of such request.

5. Costumes and Props

DANCERS shall receive as much information as possible regarding the nature of their costumes and any props that will be used as early in the rehearsal process as possible. When appropriate due to the nature of the movement or costume, the ASSOCIATION shall provide any requested rehearsal costumes and real or reasonable substitute props for all rehearsals as early in the rehearsal process as possible. Decisions and the logistics involved regarding which props and costumes are appropriate may be discussed and decided in Joint Committee.

6. Dressing Rooms

The ASSOCIATION shall make best efforts to provide DANCERS with dressing rooms other than the sixth (6th) floor bathrooms that will not be shared with Supernumeraries. At no time shall a DANCER share a dressing room with a child. ASSOCIATION will ensure the most privacy that is reasonably possible for DANCERS.

7. Dressing Time Allowance

- a. In a rehearsal with costume only, the first one-half (1/2) hour of the rehearsal period shall be allocated to each DANCER for dressing. This one-half (1/2) hour shall be considered as part of the total included rehearsal time for that week.
- b. In a rehearsal with costume and makeup, the first one (1) hour of the rehearsal period shall be allocated to each DANCER for dressing and makeup. This one (1) hour shall be considered as part of the total included rehearsal time for that week.

8. Undressing Time

Payment for fifteen (15) minutes following the dismissal from a rehearsal with costume only and for one-half- (1/2) hour following the dismissal from a rehearsal with costume and makeup shall be made according to Article V.8.B.2 to allow for undressing unless:

- a. it falls within the minimum call for the rehearsal (including one-half [1/2] hour dressing, rehearsal, and fifteen [15] minutes or one-half [1/2] hour undressing time); or

- b. it falls within the maximum daily rehearsal time of five (5) hours.

9. Fitting and Photo Time

- a. Fittings and photography sessions shall be treated as two (2) hour separate calls from all other rehearsal calls. Transit time shall be taken into account when scheduling these sessions. A photo session or fitting to take place during a rehearsal will not be scheduled without prior notice to the Joint Committee.
- b. No fitting time shall be scheduled to take place during the twelve (12) hour rest period except in emergency circumstances.
- c. There shall be no fitting call during a performance unless and until DANCER has completed their last appearance.
- d. If the ASSOCIATION requires DANCER to shop and purchase shoes to be worn in a production, such shopping time will be credited as two (2) hours of work time. The ASSOCIATION will reimburse DANCER for the cost of the shoes.

10. Free Day

During each rehearsal and performance week each DANCER shall be given a Free Day. If required to perform, rehearse, call in or stand-by, DANCER shall be paid additional compensation as provided in Article V.8.B.1. Such Free Day shall be determined and announced to DANCER on the bi-weekly schedule for each week. All DANCERS must receive a Free Day (on which no work is required) after ten (10) days of work, with the following exception which may not occur consecutively:

- a. In each contract year, there may be a maximum of four (4) work periods lasting more than ten (10) days [but no more than fourteen (14) days] before a Free Day is given.
- b. The minimum rehearsal call on a Free Day shall be three (3) hours.
- c. All Free Days (other than paid Free Days) shall be "Thirty-six (36) hour Free Days" (i.e., a free morning after or a free evening before a regular Free Day). There shall be a maximum of four (4) exceptions to this provision in each contract year.

11. Rehearsal Schedule

- a. Posting
 - i. During the rehearsal and performance period, the ASSOCIATION shall post a rehearsal/performance schedule on the first day of each week covering the day of posting and following thirteen (13) days. All schedules posted shall be subject to change. However, every reasonable effort shall be made to avoid unnecessary changes. The DANCE MASTER shall be responsible for supervising this process, and will meet with representatives of AGMA and the ASSOCIATION before the final performance of the Corps de Ballet each contract year to assess compliance with this provision and discuss ways in which changes can be minimized in the future. There shall be twenty-four (24) hours' notice given of any change in the schedule except as provided below:
 - ii. The ASSOCIATION may change a rehearsal call by posting a notice not later than the end of the afternoon call on the previous day. If a DANCER has no afternoon call on the previous day, they shall be notified in person or by telephone of such change prior to 5:00 P.M. on the previous day.

b. Starting Time Moved

If a rehearsal starting time is moved by more than one-half (1/2) hour, the following provision shall apply to any DANCER who has not been notified of such change as outlined in Article V.6.A.11.a. If said DANCER misses part or all of the altered rehearsal, DANCER shall be paid at the applicable rehearsal rate for all such missed rehearsal time, or the applicable minimum rehearsal call, whichever is less. This shall not be deemed to condone absences without excuse which shall be uncompensated and shall be cause for disciplinary action if recurring.

c. Canceled Rehearsal

If a rehearsal is canceled, the following provision shall apply to any DANCER who has not been notified of such cancellation as outlined in Article V.6.A.11.a.i. Said DANCER shall be paid at the applicable rehearsal rate for all of such canceled rehearsal time or the applicable minimum rehearsal call, whichever is greater.

d. Definition of Notification

“Notification” with respect to rehearsal schedules shall be deemed to include messaging systems. DANCERS shall be asked to indicate at the start of their contract period whether they prefer to be notified of schedule changes by email or phone call.

All DANCER schedules shall be made accessible to DANCERS via the internet with the understanding that should the schedule posted on the internet differ from the posted and telephone notifications as set for in Article V.6.A.11.a. and V.6.A.11.d, then such telephone and posted notifications shall prevail.

e. Change of Start and End Date

In the event that the start or end date of an individual DANCER contract is changed 30 days or fewer prior to the previously notified dates, and DANCER has a conflicting obligation existing prior to the date such change was notified (e.g. another engagement, doctor appointment, dance lesson, etc.), they may decline additional contractual dates without loss of pay, or, if they accept, may be reimbursed for changes of travel costs resulting from such a change, payable upon presentation of receipts. The ASSOCIATION shall not penalize a DANCER in any way should they be unable to accommodate such a change, but compensation they receive under this provision for dates not worked shall be available to offset any overtime incurred by ARTIST in undertaking any catch-up rehearsals.

f. Change of Free Day

Should ASSOCIATION change official Free Day less than two weeks prior to the previously notified date, DANCER shall be paid at the Free Day rate for all work undertaken on the previously scheduled Free Day. If DANCER has a conflicting obligation existing prior to the date such change was notified, they shall not lose compensation as a result of missing moved services, but shall not be eligible for the free-day premium.

12. Dancing Full Out

No DANCER shall be required to dance “full-out” after 10:00 PM except during orchestra rehearsals, dress rehearsals, and/or performances.

B. Rehearsal Period - Maximum Hours Per Week and Per Day

In return for DANCER's weekly compensation as provided in Article V.8 herein, DANCER may be called upon to rehearse not more than thirty (30) hours per week during rehearsal weeks and not more than five (5) hours in any one (1) day.

C. Rehearsals During Performance Weeks

1. Maximum Hours Per Day

DANCER may be called upon, without the payment of additional compensation, to rehearse not more than thirty (30) hours per week, less four (4) hours for each performance in that week, except as described in the following paragraph.

DANCER shall not be required, without the payment of additional compensation, to rehearse in excess of:

a. Performance Day - Ballet

Two and one-half (2 1/2) hours on any day in which they are required to perform in a full ballet program (as distinguished from a ballet in an operatic performance).

b. Performance Day - Opera

Three (3) hours on any day in which they are required to perform in a ballet in any operatic performance.

c. Non-Performance Day

Five (5) hours in any day in which they are not required to take part in any performance.

2. Sunday Rehearsal

a. No rehearsal on Sunday shall be held prior to 12:00 P.M. After the minimum call provided for above, time may be computed in fifteen (15) minute segments.

b. DANCERS may rehearse up to ten (10) Sundays per year. Two (2) of these ten (10) may go past 6:00 p.m. (not including undressing time).

c. There shall be no rehearsal for a DANCER after a Sunday matinee in which the DANCER participates.

d. On a day other than a Sunday, a DANCER may be called to a maximum of three (3) hours of rehearsal following a matinee performance in which they have performed onstage, unless the performance lasts more than four-and-a-half (4.5) hours from call time to the end of undressing time, in which case they may not be called to rehearse afterwards. This shall not apply in the case of rehearsals or performances for student or family productions.

3. Rehearsal on Friday after Thanksgiving

There shall be no rehearsal called on the Friday after Thanksgiving before 2:00 p.m.

4. Final Dress Rehearsal

The final dress rehearsal will be considered a performance and performance conditions will apply.

5. Class

Class may be offered by the ASSOCIATION to DANCERS on an optional basis, in which case attendance shall not be required or compensated. If participation in class is required, class time may be included as part of a regular rehearsal and shall be compensated accordingly. All classes and warm-ups shall follow the standard format of a classical ballet class unless mutually agreed otherwise between ASSOCIATION and AGMA.

V.7. PERFORMANCE REGULATIONS

A. Call Time

DANCERS are required to be in the theater at least one (1) hour before their first appearance on stage unless wig and makeup requirements necessitate an earlier call.

B. Rest Before Performance

There shall in all cases be a two (2) hour break between the end of rehearsal and the beginning of the performance call. However, after the beginning of a performance call, DANCER may be required to warm-up prior to the Brush-Up Rehearsal, which may be held during the performance call. If no Brush-Up rehearsal is scheduled, DANCER may be required to warm-up during the first half-hour preceding the performance. DANCER two (2) hour break between rehearsal and performance may be reduced to one (1) hour upon DANCER consensus (for DANCER-only rehearsals) depending on available resources of the house.

C. Warm-Up Space

Recognizing that space may not be available, ASSOCIATION will make best efforts to provide a warm-up space for acrobats that is separate from the DANCER warm-up space.

D. Brush-Up Rehearsal

1. Brush-up after Call Time

Notwithstanding Paragraph 1. above, however, any DANCER, including DANCER not in the first act of the opera being presented, may be required without additional compensation to attend a Brush-up Rehearsal of no longer than one half (1/2) hour duration, rehearsing the opera being given, which rehearsal shall take place after call time which for purposes of this provision shall mean a time no earlier than one (1) hour before curtain time. No Brush-up Rehearsal shall be called unless preceded by a warm-up. Brush-up shall be held before DANCER's first appearance on stage.

- a. As an example of this type of Brush-up, if the performance begins at 8:00 P.M., and DANCER's first appearance on-stage is at 9:30 P.M., the normal sequence of events would be as follows:

7:00 P.M. - 7:45 P.M.	Warm-up
7:45 P.M. - 8:15 P.M.	Brush-up Rehearsal
8:30 P.M. - 9:30 P.M.	Make-up and Dress
9:30 P.M.	On-stage

- b. The make-up period may precede the Brush-up if necessary for logistical reasons, as long as the overall time period involved does not begin prior to one (1) hour before curtain.

2. Brush-up Prior to One (1) Hour Before Curtain

If DANCER in the first act, a Brush-up Rehearsal of no longer than one-half (1/2) hour duration, rehearsing the opera being given, may be called no earlier than one-and-three-fourths (1 3/4) hours before DANCER's first appearance on stage, in which case DANCER will be entitled to additional compensation for one-half (1/2) hour at the regular hourly rate; provided that in no case shall the Brush-up Rehearsal interfere with the two (2) hour break between the end of the preceding rehearsal of the day and the beginning of the performance call. The ASSOCIATION shall allow sufficient time for DANCER to dress following Brush-up.

- c. As an example of this type of Brush-up, if the performance begins at 8:00 P.M., and DANCER's first appearance on-stage is also at 8:00 P.M., the normal sequence of events would be as follows:

5:30 P.M. - 6:15 P.M.	Warm-up
6:15 P.M. - 6:45 P.M.	Brush-up Rehearsal
7:00 P.M. - 8:00 P.M.	Make-up and Dress
8:00 P.M.	On-stage

- d. The make-up period may precede the Brush-up if necessary for logistical reasons, as long as the overall time period involved does not begin prior to two-and-one-half (2 1/2) hours before DANCER's first appearance on-stage.

E. Performance Notes

The ASSOCIATION may call DANCERS to attend a note session of not more than fifteen (15) minutes, one-half (1/2) hour before DANCERS' make-up call, in any performance without additional compensation. If there is more than one (1) make-up call for DANCERS during a performance, then notes may be given at an appropriate time mutually agreed upon by DANCE MASTER and DANCERS without additional compensation. The ASSOCIATION shall provide adequate time for make-up, costuming and movement between the rehearsal room, dressing rooms and the stage, and inform DANCER of the note session in advance without additional compensation.

1. Note sessions will primarily consist of verbal corrections. Dancing is permitted only in order to help correct problems or mistakes which occurred during performance. However, the notes session shall not be used as rehearsal time, and DANCER who does not wish to dance "full-out" need not do so.
2. Dancing of more than five (5) minutes constitutes a rehearsal and should be consigned to the contractually specified "Brush-up Rehearsal" or normal rehearsal call, whichever is more appropriate.
3. The DANCE MASTER will post a notice before the end of each DANCER's undressing time for each performance alerting DANCERS whether or not notes will be required for the next performance. However, if notes are being initiated by another member of the Artistic Staff, notice will be given before the beginning of the next performance call.

V.8. COMPENSATION

A. Basic Compensation

1. Weekly Compensation

- a. DANCER, hired on a weekly basis, shall not be paid less than the following compensation for each week of rehearsals and/or performances (years noted include current year of engagement):

<u>Term</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
1-2 years	\$1,400.43	\$1,428.44	\$1,457.01	\$1,486.15
3-6 years	\$1,434.81	\$1,463.51	\$1,492.78	\$1,522.63
7-10 years	\$1,453.82	\$1,482.90	\$1,512.55	\$1,542.81
11+ years	\$1,482.90	\$1,512.56	\$1,542.81	\$1,573.67

- b. DANCERS shall be permitted up to three (3) consecutive years' break in service without loss of seniority status. Should a break in service exceed three (3) contract years for a given DANCER, or should DANCER turn down work offered in more than one consecutive year, DANCER shall lose credit for past years of employment, and shall begin at the first salary level.

- c. Regular DANCER Extra Fee

Each Regular DANCER shall be guaranteed an Extra Fee each contract year to which SFO may apply any additional compensation due under this Agreement beyond the guaranteed Weekly Salary and the Initial Media Payments, except seniority payments and compensation for solo roles. E.g. the fee may be applied against overtime, special overtime, free day, additional weeks, unused personal leave, brush up, run though etc.

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$546.36	\$557.29	\$568.43	\$579.80

2. Performance Period Compensation

- a. Minimum Weekly Compensation

If such DANCER, hired on a weekly basis, shall be required to take part in more than six (6) performance services in any week, they must receive as additional compensation for each such extra performance service, beyond a total of six (6), not less than one-sixth (1/6) of their agreed upon weekly compensation, including their Seniority Compensation.

- b. Compensation for Assignment as Solo DANCER

If DANCER, hired on a weekly basis, performs a solo as specified in Article 2o22c. they shall receive for each such performance the following fee minus one-sixth (1/6) of the first year DANCER weekly compensation.

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$1,015.66	\$1,035.97	\$1,056.69	\$1,077.83

- c. Two (2) Performances on One (1) Day
 - i. DANCER, hired on a weekly basis, shall be compensated for a second performance on any day at no less than one-sixth (1/6) of their weekly compensation, in addition to their weekly compensation, regardless of the total number of performances during that week.
 - ii. If the second performance scheduled on any day is a Student or Family performance, the additional compensation outlined above is not applicable.

- d. Covers
 - i. Any DANCER who in addition to dancing has been assigned to cover a role shall be compensated one hundred and twenty-five dollars (\$125) per rehearsal and performance week per Corps de Ballet role and two hundred and fifty dollars (\$250) per rehearsal and performance week per Solo role in addition to the weekly rehearsal rate set forth above and all other compensation and fees due DANCER.
 - ii. Should a COVER be assigned during the rehearsal process, the overtime rate indicated in Article V.8.A.2.e. below shall be paid for all rehearsals until the covered material is learned in addition to the weekly rehearsal rate set forth above and all other compensation and fees due DANCER.

- e. Overtime

If DANCER shall be required to rehearse in excess of the maximum number of hours per day or per week provided above, additional compensation for each such hour of overtime rehearsal shall be computed in half (1/2) hour periods:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$64.60	\$65.89	\$67.21	\$68.55

- f. Dance Captain
 - i. If DANCER employed on a weekly basis is required to perform duties as DANCE CAPTAIN during hours for which they are otherwise compensated as DANCER, they shall be paid the following hourly rates in addition to their weekly compensation:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$23.95	\$24.43	\$24.92	\$25.42

- ii. The following hourly rates for work as Dance Captain shall apply to:
 - (a) DANCER not employed on a weekly basis in the week in which such DANCE CAPTAIN work takes place; and
 - (b) DANCER employed on a weekly basis whose work as DANCE CAPTAIN is beyond the hours covered by their weekly compensation.

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$38.68	\$39.45	\$40.24	\$41.05

- iii. Dance Captain Weekly

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$2,179.86	\$2,223.46	\$2,267.93	\$2,313.28

3. Fee Waiver

The following amounts shall be payable to cover all instances of heavy lifting, mute role, chorus dancing, vocal utterances and body make up, in lieu of current fees. For Regular DANCERS, this amount shall be paid with the first (1st) payroll of wages for each individual ARTIST’s work per contract year. For other ARTISTS, the fee shall be paid with the first (1st) payroll of wages for work per production.

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Regular Dancer (per contract year)	\$1,639.09	\$1,671.87	\$1,705.31	\$1,739.42
Extra Dancer (per production, up to a maximum of \$1,500 per contract year)	\$546.36	\$557.29	\$568.43	\$579.80

4. Contract Year 2020-21 (CY20), Contract Year 2021-22 (CY21), Contract Year 2022-23 (CY22) & Contract Year 2023-24 (CY23)

ASSOCIATION will maintain a minimum guarantee of nine (9) Regular DANCERS (inclusive of the Tenured DANCERS), fourteen (14) weeks and two (2) productions for the term of this Agreement except as provided below:

- a. Fall CY20: Compensation to be ninety percent (90%) of total guaranteed contract value (other than Regular DANCER Extra Fee, Fee Waiver, and IMP payments), accomplished as follows:
 - i. Weekly compensation reduced to ninety percent (90%).
 - ii. Regular DANCER Extra Fee and Fee Waiver will not be paid.
 - iii. IMP payments shall be paid at one hundred percent (100%)
 - iv. ASSOCIATION will add an eleven plus (11+) years seniority tier to the DANCER Compensation such that the weekly rate (before reduction in i. above) shall be \$1,482.90 for CY20. This seniority tier will be applied to all successor years of this Agreement (including annual increases).

- b. CY21: Two percent (2%) increase in all wages and fees. ASSOCIATION does not have to engage more than seven (7) DANCERS (inclusive of the Tenured DANCERS) for the guaranteed number of weeks, provided ASSOCIATION maintains insurance coverage set forth in Article I.11. of the CBA for any DANCER who was eligible for the full insurance package in CY20. Compensation for the seven (7) Regular DANCERS to be eighty-six percent (86%) of the Employment Guarantee (other than media, fee waiver, and extra fee) accomplished as follows:
 - i. ASSOCIATION may elect to temporarily reduce Regular DANCER weeks by up to two (2) weeks out of the fourteen (14), with no compensation due during those weeks.
 - ii. Regular DANCER Extra Fee and Fee Waiver paid at one hundred percent (100%)
 - iii. IMP payments shall be paid at one hundred percent (100%) when IMP is applicable provided ASSOCIATION’s media proposals are accepted.

- c. CY22: Two percent (2%) increase in all wages and fees. ASSOCIATION will fulfill the one (1) empty Tenured position as set forth in the CBA. ASSOCIATION does not have to engage more than eight (8) DANCERS (inclusive of the Tenured DANCERS) for the guaranteed number of weeks or provide insurance coverage for more than eight (8) DANCERS. Compensation for eight (8) Regular DANCERS to be eighty-six percent (86%) of the Employment Guarantee (other than media, fee waiver, and extra fee), accomplished as follows:
 - i. ASSOCIATION may elect to temporarily reduce Regular DANCER weeks by up to two (2) weeks out of the fourteen (14), with no compensation due during those weeks.
 - ii. Regular DANCER Extra Fee and Fee Waiver paid at one hundred percent (100%)
 - iii. IMP payments shall be paid at one hundred percent (100%) when IMP is applicable provided SFO's media proposals are accepted.
- d. CY23: Two percent (2%) increase in all wages and fees. Compensation for nine (9) Regular DANCERS to be one hundred percent (100%) of the Employment Guarantee.
- e. Reduced weeks may be scheduled on an individual basis, in a manner that is mutually agreeable to ASSOCIATION and AGMA.
- f. The value of reductions outlined above may be achieved by another method if mutually agreed.
- g. Compensation is payable weekly. If ASSOCIATION knows there is no work for DANCERS in a given period and finds it is feasible to do so, ASSOCIATION will offer alternative payment options.
- h. ASSOCIATION will fill any empty Tenured positions according to the timelines required by the CBA in order to maintain up to the seven (7) (currently filled) Tenured positions, until CY22 in which the eighth (8th) Tenured position (currently vacant) will be filled.
- i. ASSOCIATION will maintain tenure-track status for any DANCER currently holding this status regardless of whether or not such DANCER is engaged during the term of this Agreement, until the eighth (8th) Tenured position (currently vacant) is filled.

B. Other Compensation

1. Free Day Compensation

a. Rehearsal on Free Day

In the event that the ASSOCIATION requires any DANCER to rehearse on a Free Day, DANCER shall be paid at the following hourly rates, to be computed in one-half (1/2) hour periods after the minimum rehearsal call provided for in this Basic Agreement, whether or not said DANCER has rehearsed thirty (30) hours that week.

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$86.06	\$87.78	\$89.54	\$91.33

b. Performance on Free Day

If the ASSOCIATION requires DANCER to perform on a Free Day they must receive as additional compensation for such performance not less than one-sixth (1/6) of their agreed upon weekly compensation including their Seniority Compensation.

c. No Stand-By or Call-In

DANCER shall not be required to call in or to stand-by on their Free Day during the performance week. Any such requirement by the ASSOCIATION shall be considered as a performance on a Free Day and compensated as stated in Article 7o7b.

2. Undressing Time

- a. Fifteen (15) minutes following the dismissal from a rehearsal with costume only shall be paid to allow for removal of costumes. Payment shall be as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$9.02	\$9.20	\$9.38	\$9.57

- b. One-half (1/2) hour following the dismissal from a rehearsal with costume and makeup shall be paid to allow for removal of costumes and makeup. Payment shall be as follows:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$18.03	\$18.39	\$18.76	\$19.13

- c. However, such undressing periods will not be compensated if they fall within the minimum call for the rehearsal (including one-half (1/2) hour dressing, rehearsal, and fifteen (15) minutes and/or one-half (1/2) hour undressing time).
- d. Further, only such fifteen (15) minute and one-half (1/2) hour undressing time periods which fall outside the maximum daily rehearsal time of five (5) hours shall be so compensated.

3. Body Make-up

DANCER required to use body make-up (i.e., make-up required on any part of the body below the neckline, above the elbow, or above the knee) shall be compensated per Article V.8.A.3.

4. "Dancer Only" Rehearsals Before 12 Noon

All "Dancer Only" rehearsals before 12 Noon shall be paid at the following hourly rate:

<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
\$64.60	\$65.89	\$67.21	\$68.55

5. Heavy Lifting

DANCER required to do heavy lifting during any rehearsal or performance shall be paid per Article V.8.A.3.

6. Work After Midnight

Work after midnight shall be paid at the overtime rate in fifteen (15) minute increments not including undressing time.

7. Utterances

- a. Solo Utterances. DANCER (including DANCER engaged on a per-performance basis) who is directed to make a solo utterance that is not otherwise covered in Schedule C (e.g. whistle,

grunt, scream, up to two spoken words, etc.) shall be paid per Article V.8.A.3. In a scene that includes the CHORISTERS and DANCERS portraying the same kind of characters, such utterances shall be assigned to a CHORISTER unless mutually agreed otherwise between SFO and AGMA.

- b. DANCERS who are directed to perform group utterances or sounds (e.g. whistle, grunt, scream, up to two spoken words, etc.) in a group of two (2) or more shall be paid per Article V.8.A.3.

8. Housing Stipend

Subject to government reporting, ASSOCIATION shall provide a housing stipend of One Hundred and Twenty Five Dollars (\$125.00) per week up to a maximum of \$1,500.00 per person per contract year, to DANCERS whose City of Origination is fifty (50) miles or more from the War Memorial Opera House and who are required to secure housing during their contract. This is an ongoing payment if eligible, not once per lifetime.

ARTICLE VI. EXECUTION OF AGREEMENT

VI.1. NO DISCRIMINATION FOR AGMA ACTIVITIES

The ASSOCIATION shall not discriminate in any manner whatsoever, whether in terms or conditions of employment or engagement or in their mutual relationship, against any ARTIST because of their membership in or activities on behalf of AGMA.

VI.2. WARRANTY AND REPRESENTATION OF AUTHORITY

It is understood and agreed that the signatories to this Collective Bargaining Agreement on behalf of AGMA and of the ASSOCIATION warrant and represent that they each have the requisite authority as agents and representatives of AGMA and the ASSOCIATION to sign this Collective Bargaining Agreement on behalf of, and to bind, both AGMA and the ASSOCIATION.

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

AMERICAN GUILD OF MUSICAL ARTISTS, INC.

SAN FRANCISCO OPERA ASSOCIATION

BY: _____

BY: _____

Sam Wheeler
Executive Director

Matthew Shilvock
General Director

DATE: _____

DATE: _____

BY: _____

BY: _____

Sally Mouzon
Negotiating Committee Representative

Theresa Von Klug
Chief Operating Officer

DATE: _____

DATE: _____

ADDENDUM A. INDIVIDUAL CONTRACT EXAMPLE: CHORISTER AND DANCER

Standard Chorister's and Standard Dancer's Agreement

EMPLOYER'S COPY

American Guild of Musical Artists

(BRANCH OF ASSOCIATED ACTORS AND ARTISTES OF AMERICA)
AFFILIATED WITH A.F.L.-C.I.O.

1430 BROADWAY * NEW YORK, N.Y. 10018 * 212-265-3687

A. STANDARD ARTIST'S CONTRACT FOR EMPLOYMENT

FOR USE FOR EMPLOYMENT IN OPERA, CONCERT, RECITAL, BALLET AND DANCE, CHORUS AND STAGE DIRECTOR,
AND FOR OTHER TYPES OF EMPLOYMENT UNDER THE JURISDICTION OF AGMA

Agreement made this _____ day of _____, **20**

by and between _____ **THE SAN FRANCISCO OPERA COMPANY** a corporation organized and
existing under and by virtue of the laws of _____ **THE STATE of CALIFORNIA** hereinafter referred to as the

"EMPLOYER", and _____ of _____

hereinafter referred to as the "ARTIST".

1. **AGREEMENT OF EMPLOYMENT AND COMPENSATION.** The EMPLOYER hereby engages the ARTIST to render services
as _____

in the company or production known as _____ **SAN FRANCISCO OPERA**

2. **ENGAGEMENT ON A PER PERFORMANCE OR WEEKLY BASIS.**

A. The EMPLOYER engages the ARTIST to render services as noted for the companies as stated:

SEE SCHEDULE "A" ON REVERSE * / ** / ***

Compensation \$ _____ per performance; per week \$ _____ *

(Delete that which is inapplicable)

B. It is agreed that ARTIST will rehearse commencing the _____ day of _____ **20** ,
and will be paid \$ _____ * _____ per week as applicable.

C. The above compensation shall be "PAY OR PLAY" and be paid in United States currency (c) in accordance with the
Collective Bargaining Agreement.

3. **DEDUCTION AUTHORIZATION.**

There shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions
whatsoever from the ARTIST'S compensation except such taxes or withholdings as are required by statute, and except

further that the ARTIST hereby assigns to AGMA from any compensation to be earned in connection with this Contract such amounts for dues, initiation fees, and assessments certified by AGMA as due and authorizes and directs the deduction of such amounts from the ARTIST'S compensation and the remission of same to AGMA. This assignment, authorization, and direction covers all compensation earned as a result of employment under this Contract (regardless of how characterized or when paid). This assignment, authorization and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless the ARTIST revokes it by giving written notice to the EMPLOYER and AGMA by registered mail not more than 30 days and not less than 15 days prior to the expiration of each successive one year period or of each successive Collective Bargaining Agreement, whichever occurs sooner. Such revocation shall become effective the first day of the calendar month following its receipt.

NOTE: THE PROVISIONS ON THE REVERSE SIDE SHALL BE BINDING ON BOTH PARTIES.

IN WITNESS WHEREOF we have executed this Agreement as of the date first above set forth.

IMPORTANT
All AGMA RULES which are in force at the time this Contract is entered into are part hereof.
The EMPLOYER and the ARTIST should keep themselves advised of AGMA RULES.
The Basic Agreement between AGMA and the above EMPLOYER may contain modifications of the Standard Agreement.
Check with AGMA before you sign this Contract.

EMPLOYER: **SAN FRANCISCO OPERA**

.....

2161181 - 9

.....

Employer's Unemployment Insurance
Number

BY

ARTIST

.....

ADDRESS

.....

.....

TELEPHONE #

.....

SOCIAL SECURITY NUMBER

--	--	--	--	--	--	--	--	--	--

4. **NO WAIVER OR CHANGES ALLOWED - SCHEDULE "A".**

(a) EMPLOYER and ARTIST mutually agree that no riders, changes or alterations of this contract form shall be made or agreed to by either the EMPLOYER or the ARTIST without the written consent of AGMA, and the EMPLOYER further agrees that no such rider, change or alteration shall be required or requested of or deemed binding upon the ARTIST unless AGMA's consent has been certified by the fully authorized officer of AGMA upon the face of such rider, change or alteration.

(b) The acceptance by the ARTIST of cash, checks or other forms of payments, or the deposit or the retention by the ARTIST of cash, checks or other forms of payment, with or without notations on such checks that the same is in full payment or the like, shall in no way affect the right of the ARTIST or of AGMA to insist upon the full payment under this Agreement, provided that the EMPLOYER shall not under any circumstances be required to make greater payments to the ARTIST than are called for by this Agreement.

5. **AGMA RULES - ARTIST'S OBLIGATIONS TO AGMA.**

The EMPLOYER represents that a Collective Bargaining Agreement (hereinafter referred to as "Basic Agreement") exists between AGMA and the EMPLOYER. All the provisions of such Agreement and all AGMA Rules as they now exist or as they may hereafter be amended shall be deemed to be included in this Contract as an integral part hereof. Should there be any inconsistency between this Contract and the said Basic Agreement, the said Basic Agreement shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in this Contract which are more favorable to the ARTIST than the terms, compensation or conditions provided for in said Basic Agreement.

Subject to applicable law, the EMPLOYER and the ARTIST agree that the ARTIST is or will become a member of AGMA in good standing, subject to and in accordance with the Union Shop provisions of the Basic Agreement, and that the ARTIST will remain so for the duration of this Contract.

The ARTIST and the EMPLOYER further jointly and severally agree that the ARTIST'S obligations hereunder are subject to the ARTIST'S prior obligations to AGMA as a member thereof, and that both the ARTIST'S and the EMPLOYER'S obligations hereunder are subject to the provisions of AGMA'S Constitution, By-Laws and Rules and Regulations as they now exist or as they may hereafter be amended.

6. BENEFITS.

The EMPLOYER shall not request an ARTIST directly or indirectly to appear in or attend any benefit without first receiving written approval from Theatre Authority, inc., 16 East 42nd Street, Suite 202, New York, N^Y. 10017-6907 and the AGMA National Office, 1727 Broadway (at 1430 Broadway, New York, New York 10018).

7. DISCRIMINATION FORBIDDEN.

The EMPLOYER agrees that it will not discriminate against any ARTIST in compensation, performances, engagements or in its general relationship with any ARTIST, because of any such ARTIST'S activities on behalf of AGMA, nor shall EMPLOYER discriminate against any ARTIST because of their race, color, creed, sex, age, national origin or affectional preference.

8. SEGREGATION.

No ARTIST will be required to appear in any theater or place of performance where discrimination is practiced because of race, color or creed against any (1) ARTIST or (2) patron, as to admission or seating arrangements.

9. ARBITRATION.

The EMPLOYER and the ARTIST hereby jointly and severally agree that any controversy or claims arising out of or relating to this Contract or the breach thereof, shall be settled by Arbitration in accordance with the provisions of the Basic Agreement and the rules then obtaining of the American Arbitration Association (except as may otherwise be provided in AGMA rules), and judgment upon the award rendered may be entered in the highest Court of the forum, State or Federal, having jurisdiction.

10. EXPIRATION.

Anything herein to the contrary notwithstanding, if during the term of this Agreement, including any option, the EMPLOYER'S Basic Agreement with AGMA shall expire and the EMPLOYER shall, prior to such expiration, fail to enter into contractual relations with AGMA for a new Basic Agreement, and if as a result thereof, AGMA orders its members to refrain from working for the EMPLOYER, then the ARTIST shall not be deemed to have breached this Agreement by refusing to render any services contracted for hereunder which occur or which may occur following the expiration of said Basic Agreement.

11. LAWS GOVERNING.

This Agreement shall be subject to, be construed by, and the right of all parties thereto shall be determined by the Laws of the State of California, except as may otherwise be provided.

B. SCHEDULE "A"

(Further Schedule "A" Provisions May Be Attached Hereto)

ADDENDUM B. INDIVIDUAL CONTRACT EXAMPLE: PRINCIPAL ARTIST

SAN FRANCISCO OPERA ASSOCIATION

STANDARD PRINCIPAL’S AGREEMENT

Approved by
American Guild of Musical Artists

(BRANCH OF ASSOCIATED ACTORS AND ARTISTES OF AMERICA)
AFFILIATED WITH A.F.L-C.I.O.

1430 BROADWAY * NEW YORK, N.Y. 10018 * 212-265-3687

STANDARD ARTIST’S CONTRACT FOR EMPLOYMENT

FOR USE FOR EMPLOYMENT IN OPERA, CONCERT, RECITAL, BALLET AND DANCE, CHORUS AND STAGE DIRECTOR,
AND FOR OTHER TYPES OF EMPLOYMENT UNDER THE JURISDICTION OF AGMA

This Agreement, dated [Date Month Year] made in SAN FRANCISCO, CA by and between the SAN FRANCISCO OPERA ASSOCIATION, a non-profit association, having its principal place of business at San Francisco, California, hereinafter called “EMPLOYER” and [ARTIST NAME] hereinafter called “PRINCIPAL.”

WITNESSETH:

Whereas, EMPLOYER, being engaged in the production of grand opera, desires to secure the professional services of PRINCIPAL, and PRINCIPAL desires to render such services to EMPLOYER.

Now therefore, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto do hereby agree with each other, as follows:

- I. EMPLOYER hereby engages PRINCIPAL for the rendition of their professional services as [VOICE TYPE/POSITION] as hereinafter set forth, at the following compensation:
 - (a) PRINCIPAL is engaged during EMPLOYER’s XX/XX Season. PRINCIPAL will sing [language altered for non-singing PRINCIPALS] minimum XXX (#) performances of “Role”, in “Composer’s” “OPERA”, in “Language,” in a version and with casts, costumes, set designs, and according to schedules designated by EMPLOYER, at a per performance fee/weekly rate [as applicable] of XXX AND XX/100 DOLLARS (for total compensation and per diem of \$X,XXX.XX). Please see the attached memo detailing how compensation is broken down at San Francisco Opera.
 - (b) PRINCIPAL hereby accepts such employment upon the terms set forth hereunder, and EMPLOYER hereby guarantees that PRINCIPAL will receive the compensation hereinabove set forth. The compensation to be paid PRINCIPAL for such services shall be paid in full in United States currency. The employment of PRINCIPAL hereunder is non-cancelable, and the compensation is “pay or play.”
 - (c) EMPLOYER will provide PRINCIPAL with XX (#) round-trip ticket – “Starting Location/Return Location” at the [Applicable Traveling Class], to be pro-rated with any other engagements en route. EMPLOYER shall make all travel arrangements, unless agreed otherwise. If PRINCIPAL does not accept travel arrangements made by EMPLOYER, PRINCIPAL shall be responsible for all additional costs, if any.
 - (d) PRINCIPAL shall be given one (1) completely Free Day during each rehearsal and performance week, in accordance with the Basic Agreement. In the event PRINCIPAL is required to rehearse, call in or stand by on a Free Day, PRINCIPAL shall receive, in addition to all other contractual compensation, additional compensation at no less than the rates set forth in the Basic Agreement.

- (e) PRINCIPAL shall arrive in San Francisco in time to commence rehearsals at 10 AM on [Month Date Year] and shall be available for rehearsals and performances as requested by EMPLOYER through [Month Date Year,] including any rehearsals that may be required for repeat performances.
- (f) PRINCIPAL shall not leave San Francisco Bay Area (defined as a 50 mile radius from the War Memorial Opera House) during the period of this engagement without written approval from EMPLOYER, which shall not be unreasonably withheld.
- (g) EMPLOYER shall have the right to call PRINCIPAL for preliminary rehearsal in San Francisco provided that they shall not be called earlier than allowed by the applicable provisions of the Basic Agreement.
- (h) Dates and places of musical appearances PRINCIPAL wishes to accept within a ONE HUNDRED (100) MILE radius of San Francisco, sixty (60) days before, during, and thirty (30) days after the period of this engagement, must be submitted to EMPLOYER for mutual consultation.
- (i) If PRINCIPAL is to appear with the San Francisco Opera Association in any city, as part of the present season, PRINCIPAL will not appear in any operatic performance in that city, or within a hundred (100) mile radius of that city thirty (30) days prior to PRINCIPAL's appearance with EMPLOYER without written consent of EMPLOYER, but in no event shall the written consent of EMPLOYER be unreasonably withheld.
- (j) EMPLOYER reserves the right to make the first announcement of this engagement; thereafter PRINCIPAL agrees to make their best effort that this affiliation will be mentioned in all publications about PRINCIPAL. All press releases and publicity pertaining to this engagement are subject to prior consultation with EMPLOYER.
- (k) PRINCIPAL, whether engaged on a Per-Performance or Weekly basis, shall be paid in accordance with Article I.15 of the Basic Agreement.
- (l) There shall be no remission, rebate, discount, booking fee, commission or other payment or deduction whatsoever (for the benefit of EMPLOYER or anyone else) from PRINCIPAL's compensation, except such taxes or withholdings as are required by statute, and except further than delinquent dues, initiation fees, assessments and fines payable to American Guild of Musical Artists, Inc. (herein called "AGMA") shall, when requested by AGMA, be deducted from the compensation of PRINCIPAL and paid by EMPLOYER to AGMA.
- (m) EMPLOYER reserves the right not to complete this contract if it is not returned to EMPLOYER duly signed by PRINCIPAL and/or their representative within six (6) weeks of its date of issue as shown above.
- (n) PRINCIPAL shall provide EMPLOYER with photographs and other necessary publicity material, and shall complete and return to EMPLOYER the measurement forms which accompany this contract no later than nine (9) months before the start of rehearsals as referenced in Section I.e. above.
- (o) All obligations of the EMPLOYER under the present contract are expressly conditioned upon PRINCIPAL being granted a valid United States visa and permit to work.

II. The parties agree that:

- (a) The roles performed shall be rendered in such language as may be designated by EMPLOYER, and may be accompanied by Supertitles.
- (b) PRINCIPAL will be regular and punctual at all rehearsals and performances, and will appear at rehearsal in full costume or make-up whenever required by EMPLOYER.
- (c) Costumes and appurtenances will be furnished by EMPLOYER.
- (d) **PLEASE TAKE NOTICE:** By signing this contract, PRINCIPAL is agreeing to permit the capture and recording of voice and image of some rehearsal and performance activities and the release and distribution of such recordings for radio, educational and promotional uses, and non-commercial, SFO-controlled and protected streaming uses for which a user fee is not payable in accordance with the Collective Bargaining Agreement between AGMA and the San Francisco Opera Association. Any further uses shall require a signed media rider by Principal ARTISTS unless this Standard Principal's Agreement is signed within 12 months of the first performance of this engagement, in which case the full terms of the media rider will be incorporated herein and deemed agreed to by ARTIST. In such cases, Artists must separately initial their acceptance of the standard media rider terms in the separate space provided. Please be certain that you are familiar with the minimum terms and conditions of the ASSOCIATION's Collective Bargaining Agreement with AGMA.
- (e) PRINCIPAL will strictly comply with all reasonable rules and regulations of EMPLOYER, a copy of which rules and regulations shall be given to PRINCIPAL upon execution of this Agreement.
- (f) Subject to the considerations hereinafter referred to in this subparagraph "f," PRINCIPAL will not, during the term of this engagement, without written consent of EMPLOYER sing or otherwise perform either for compensation or gratuitously, other than as provided in this Agreement, in opera or any other manner

initial

- either for the account of PRINCIPAL or for or under the management of any corporation, association or other organization or individual, but in no event shall the written consent of EMPLOYER be unreasonably withheld.
- (g) EMPLOYER agrees not to exact any payment or other consideration from PRINCIPAL or from any other person, firm or corporation, as a condition of granting PRINCIPAL the written consent provided for herein.
 - (h) The “term of this engagement” begins with PRINCIPAL’s first appearance at rehearsals and continues as long as they are under contract to the EMPLOYER.
 - (i) In all cases in which one operatic performance shall consist of two or more operas, the entire performance shall be considered, for the purpose of paragraph “l,” as one performance only. However, a performance of all of an opera or a portion of an opera before more than one (1) audience shall be considered more than one (1) performance. An exception to this will be made when a part of an opera is performed before two (2) audiences for educational purposes. In this instance the call time may be no more than four (4) hours in length, including time for costume and make-up, and will be counted as one performance.
 - (j) In case PRINCIPAL shall fail to appear in any performance for which their services are engaged, and for which PRINCIPAL has been specifically cast and notified thereof, owing to illness or other cause personal to them, PRINCIPAL shall not be paid for performances omitted for any such cause, and where such PRINCIPAL has been engaged on a weekly basis, the omitted performances shall be deducted pro rata from their weekly contractual compensation, based upon the maximum number of performances set forth in Article II.9.B.2 of the Basic Agreement entitled “Employment On a Weekly Basis In or Outside San Francisco,” provided, however, that if PRINCIPAL has been engaged on a weekly basis, and shall fail to appear owing to illness, and another PRINCIPAL engaged on a weekly basis shall take their place without additional cost to EMPLOYER, there shall be no deduction from such PRINCIPAL’s weekly contractual compensation.
 - (k) The obligation of EMPLOYER to pay PRINCIPAL does not include any obligation on the part of EMPLOYER to afford PRINCIPAL the number of appearances herein specified. However, the compensation due PRINCIPAL hereunder shall not be reduced by the failure of EMPLOYER to provide the number of appearances herein specified, except in case such failure is the result of a failure to give a performance for any of the reasons set forth in subparagraph “i” herein.
 - (l) If EMPLOYER cannot perform because of fire, accident, strikes, riot, act of God, war, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, then EMPLOYER shall notify PRINCIPAL thereof in writing, and thereafter PRINCIPAL shall not be entitled to any compensation for the time during which said services shall not, for such reason or reasons, be rendered. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to PRINCIPAL, either party may terminate this contract and EMPLOYER will pay for services to date, and transportation back to PRINCIPAL’s city of origination. The term “war” shall not include a war in which the United States of America is not a party, unless such war between foreign governments affects the United States of America in such a way as to make the execution of this contract impossible or unfeasible. Should EMPLOYER invoke the provisions of this subparagraph “d” because of war, EMPLOYER agrees to give PRINCIPAL and AGMA at least two (2) weeks prior notice thereof, and in such case, this subparagraph “i” shall only apply upon the expiration of such notice period.
- III. PRINCIPAL hereby warrants that they are a member of AGMA in good standing, or that they will join AGMA no later than thirty (30) days after the start date of this engagement, should this be their first AGMA contract, and that they will remain an AGMA member in good standing for the duration of this Agreement. PRINCIPAL and EMPLOYER hereby jointly and severally agree that PRINCIPAL’s obligations hereunder are subject to:
- (a) PRINCIPAL’s prior obligations to AGMA as a member thereof, and
 - (b) AGMA’s constitution, by-laws and rules and regulations.
- IV. EMPLOYER warrants that it is and will remain in contractual relations with AGMA during the term of this contract, and that the provisions of any collective bargaining Agreement (herein called “Basic Agreement”) between EMPLOYER and AGMA shall be deemed a part of this Agreement as though herein set forth in full. Should any provision of this contract be found to be in conflict with the Basic Agreement, the parties agree that the Basic Agreement will control.

EMPLOYER further agrees that:

- (a) It has notice that PRINCIPAL must obey AGMA rules.
- (b) It will require PRINCIPAL to remain a member of AGMA in good standing throughout the duration of this Agreement.
- (c) It will not require PRINCIPAL to work in any company under its direction, management or control unless every PRINCIPAL employed by the EMPLOYER is a member of AGMA in good standing and remains so for the duration of their employment, subject to the provisions of the Basic Agreement with regard to contract principals.
- (d) It will require PRINCIPAL to work pursuant to this Agreement only so long as EMPLOYER has fully performed and is fully performing the covenants in each and every employment contract entered into, or hereafter during the term hereof entered into with each and every AGMA member in each and every company operated, owned or controlled by it.

V. NO WAIVERS OR CHANGES ALLOWED – SCHEDULE A.

EMPLOYER and PRINCIPAL hereby mutually agree that no riders, changes or alterations of this printed form shall be made or agreed to by either EMPLOYER or PRINCIPAL without written consent of AGMA, and EMPLOYER further agrees that no such rider, change or alteration shall be required of or deemed binding upon PRINCIPAL unless AGMA's consent has been certified by the duly authorized officer of AGMA upon the face of such rider, change or alteration.

Further provisions and Agreements not set forth above in the printed portion of this contract may be set forth under Schedule "A" below, and subject to the provisions of the preceding paragraph concerning waivers, etc., any terms so set forth are hereby made a part of this Agreement. No such terms may be set forth which are less favorable to PRINCIPAL than:

- (a) the printed provisions of this contract,
- (b) the provisions of AGMA rules and/or
- (c) the provisions of any Basic Agreement between EMPLOYER and AGMA relating to this contract or the employment of PRINCIPAL hereunder.

- VI. The acceptance by PRINCIPAL of cash, checks or other forms of payment, or the deposit or retaining of cash, checks or other forms of payment, with or without notations on such checks that the same is in full payment or the like, shall in no way affect the right of PRINCIPAL or of AGMA to insist upon full payment under this contract. The signing by PRINCIPAL of waivers or releases, or the deposit of checks or money orders under stipulations, letters or other writings that such deposit is in full payment or the like, shall be of no force or effect.
- VII. EMPLOYER and PRINCIPAL hereby jointly and severally agree that any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, or any controversy whatever between PRINCIPAL and EMPLOYER relating to the employment of PRINCIPAL hereunder, shall be settled by arbitration in accordance with the Rules then obtaining of the American Arbitration Association, in the manner provided in Article 1.25 of the Basic Agreement, as if the quoted portion thereof were set forth herein in full and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. Pending the result of such arbitration, PRINCIPAL will continue to perform this contract.
- VIII. The interpretation of this Agreement and all questions arising under it shall be determined according to the laws of the state of California.

In witness whereof, this Agreement has been executed by the parties as of the date first above written.

ACCEPTED:

SAN FRANCISCO OPERA ASSOCIATION

[Artist Name]

By:

MATTHEW SHILVOCK
General Director

Date

Date

Address

City, State, Zip Code

Telephone

Email Address

ADDENDUM C. INDIVIDUAL CONTRACT EXAMPLE: PRODUCTION STAFF

SAN FRANCISCO OPERA ASSOCIATION

STANDARD PRODUCTION STAFF AGREEMENT

Approved by
American Guild of Musical Artists

(BRANCH OF ASSOCIATED ACTORS AND ARTISTES OF AMERICA)
 AFFILIATED WITH A.F.L-C.I.O.

1430 BROADWAY * NEW YORK, N.Y. 10018 * 212-265-3687

STANDARD ARTIST'S CONTRACT FOR EMPLOYMENT

FOR USE FOR EMPLOYMENT IN OPERA, CONCERT, RECITAL, BALLET AND DANCE, CHORUS AND STAGE DIRECTOR,
 AND FOR OTHER TYPES OF EMPLOYMENT UNDER THE JURISDICTION OF AGMA

This Agreement, dated XXX made in SAN FRANCISCO, CA by and between the SAN FRANCISCO OPERA ASSOCIATION, a non-profit association, having its principal place of business at San Francisco, California, hereinafter called "EMPLOYER" and XXX hereinafter called "PRODUCTION STAFF."

WITNESSETH:

Whereas, EMPLOYER, being engaged in the production of grand opera, desires to secure the professional services of PRODUCTION STAFF, and PRODUCTION STAFF desires to render such services to EMPLOYER;

Now therefore, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto do hereby agree with each other, as follows:

- I. EMPLOYER hereby engages PRODUCTION STAFF for the rendition of their professional services as XXX as hereinafter set forth, at the following compensation:

- (a) (Use if PRODUCTION STAFF is to be engaged on a weekly basis.)
 The sum of XXX (\$XXX) per week, for the continuous period beginning XXX, ending XXX; provided, however that the total compensation of PRODUCTION STAFF shall not be less than the following: The appropriate minimum compensation for each rehearsal and performance week as provided in the Basic Agreement between AGMA and the San Francisco Opera Association. In addition to PRODUCTION STAFF's weekly fee, PRODUCTION STAFF shall receive XXX Dollars (\$XXX) housing stipend for the duration of this contract if applicable under the terms of the Basic Agreement. Housing stipend shall be no less than the amount specified in the Basic Agreement. Any overtime or penalty payments owed, according to the Basic Agreement, will be paid in addition to the above amounts, at no less than the rates specified in the Basic Agreement.

Specify opera, roles, languages (translation if applicable), dates:

- (b) PRODUCTION STAFF is engaged during EMPLOYER's XXX Season. PRODUCTION STAFF will be engaged to work as XXX on production/s of XXX, in a translation by XXX, in a version and with casts, costumes, set designs, and according to schedules designated by EMPLOYER.
- (c) PRODUCTION STAFF hereby accepts such employment upon the terms set forth hereunder, and EMPLOYER hereby guarantees that PRODUCTION STAFF will receive the compensation hereinabove set forth. The compensation to be paid PRODUCTION STAFF for such services shall be paid in full in United States currency. The employment of PRODUCTION STAFF hereunder is non-cancelable, and the compensation is "pay or play."

- (d) PRODUCTION STAFF shall be given one (1) completely Free Day during each rehearsal and performance week, in accordance with the Basic Agreement. In the event PRODUCTION STAFF is required to rehearse, call in or stand by on a Free Day, PRODUCTION STAFF shall receive, in addition to all other contractual compensation, additional compensation at no less than the rates set forth in the Basic Agreement.
- (e) PRODUCTION STAFF shall arrive in San Francisco in time to [begin work at 10 AM on XXX] and shall be available for rehearsals and performances as requested by EMPLOYER through XXX, including any rehearsals that may be required for repeat performances.
- (f) EMPLOYER shall have the right to call PRODUCTION STAFF for preliminary rehearsal in San Francisco provided that they shall not be called earlier than allowed by the applicable provisions of the Basic Agreement.
- (g) PRODUCTION STAFF, if engaged on a Per-Performance basis, shall be paid in accordance with Article 1.15 of the Basic Agreement.
- (h) There shall be no remission, rebate, discount, booking fee, commission or other payment or deduction whatsoever (for the benefit of EMPLOYER or anyone else) from PRODUCTION STAFF's compensation, except such taxes or withholdings as are required by statute, and except further than delinquent dues, initiation fees, assessments and fines payable to American Guild of Musical Artists, Inc. (herein called "AGMA") shall, when requested by AGMA, be deducted from the compensation of PRODUCTION STAFF and paid by EMPLOYER to AGMA.
- (i) EMPLOYER reserves the right not to complete this contract if it is not returned to EMPLOYER duly signed by PRODUCTION STAFF and/or their representative within thirty (30) days of its date of issue as shown above.
- (j) All obligations of the EMPLOYER under the present contract are expressly conditioned upon PRODUCTION STAFF being granted a valid United States visa and permit to work.

II. The parties agree that:

- (a) EMPLOYER shall have the right to broadcast performances upon payment of no less than the minimum rate therefore established by AGMA.
- (b) PRODUCTION STAFF will strictly comply with all reasonable rules and regulations of EMPLOYER, a copy of which rules and regulations shall be given to PRODUCTION STAFF on the first day of employment
- (c) EMPLOYER agrees not to exact any payment or other consideration from PRODUCTION STAFF or from any other person, firm or corporation, as a condition of granting PRODUCTION STAFF the written consent provided for herein.
- (d) The "term of this engagement" begins with PRODUCTION STAFF's first [date of employment] and continues as long as they are under contract to the EMPLOYER.
- (e) In all cases in which one operatic performance shall consist of two or more operas, the entire performance shall be considered, for the purpose of paragraph "I," as one performance only. However, a performance of all of an opera or a portion of an opera before more than one (1) audience shall be considered more than one (1) performance. An exception to this will be made when a part of an opera is performed before two (2) audiences for educational purposes. In this instance the call time may be no more than four (4) hours in length, including time for costume and make-up, and will be counted as one performance.
- (f) If EMPLOYER cannot perform because of fire, accident, strikes, riot, act of God, war, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, then EMPLOYER shall notify PRODUCTION STAFF thereof in writing, and thereafter PRODUCTION STAFF shall not be entitled to any compensation for the time during which said services shall not, for such reason or reasons, be rendered. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to PRODUCTION STAFF, either party may terminate this contract and EMPLOYER will pay for services to date, and transportation back to PRODUCTION STAFF's city of origination. The term "war" shall not include a war in which the United States of America is not a party, unless such war between foreign governments affects the United States of America in such a way as to make the execution of this contract impossible or unfeasible. Should EMPLOYER invoke the provisions of this subparagraph "d" because of war, EMPLOYER agrees to give PRODUCTION STAFF and AGMA at least two (2) weeks prior notice thereof, and in such case, this subparagraph "f" shall only apply upon the expiration of such notice period.

III. PRODUCTION STAFF hereby warrants that they are a member of AGMA in good standing, or that they will join AGMA no later than thirty (30) days after the start date of this engagement, should this be their first AGMA

contract, and that they will remain an AGMA member in good standing for the duration of this Agreement. PRODUCTION STAFF and EMPLOYER hereby jointly and severally agree that PRODUCTION STAFF's obligations hereunder are subject to:

- (a) PRODUCTION STAFF's prior obligations to AGMA as a member thereof, and
- (b) AGMA's constitution, by-laws and rules and regulations.

- IV. EMPLOYER warrants that it is and will remain in contractual relations with AGMA during the term of this contract, and that the provisions of any Collective Bargaining Agreement (herein called "Basic Agreement") between EMPLOYER and AGMA shall be deemed a part of this Agreement as though herein set forth in full. Should any provision of this contract be found to be in conflict with the Basic Agreement, the parties agree that the Basic Agreement will control.

EMPLOYER further agrees that:

- (a) It has notice that PRODUCTION STAFF must obey AGMA rules.
- (b) It will require PRODUCTION STAFF to remain a member of AGMA in good standing throughout the duration of this Agreement.
- (c) It will not require PRODUCTION STAFF to work in any company under its direction, management or control unless every PRODUCTION STAFF employed by the EMPLOYER is a member of AGMA in good standing and remains so for the duration of their employment, subject to the provisions of the Basic Agreement with regard to contract principals.
- (d) It will require PRODUCTION STAFF to work pursuant to this Agreement only so long as EMPLOYER has fully performed and is fully performing the covenants in each and every employment contract entered into, or hereafter during the term hereof entered into with each and every AGMA member in each and every company operated, owned or controlled by it.

- V. NO WAIVERS OR CHANGES ALLOWED – SCHEDULE A {seem to be missing "A"}

EMPLOYER and PRODUCTION STAFF hereby mutually agree that no riders, changes or alterations of this printed form shall be made or agreed to by either EMPLOYER or PRODUCTION STAFF without written consent of AGMA, and EMPLOYER further agrees that no such rider, change or alteration shall be required of or deemed binding upon PRODUCTION STAFF unless AGMA's consent has been certified by the duly authorized officer of AGMA upon the face of such rider, change or alteration.

Further provisions and agreements not set forth above in the printed portion of this contract may be set forth under Schedule "A" below, and subject to the provisions of the preceding paragraph concerning waivers, etc., any terms so set forth are hereby made a part of this Agreement. No such terms may be set forth which are less favorable to PRODUCTION STAFF than:

- (a) the printed provisions of this contract,
- (b) the provisions of AGMA rules and/or
- (c) the provisions of any Basic Agreement between EMPLOYER and AGMA relating to this contract or the employment of PRODUCTION STAFF hereunder.

- VI. The acceptance by PRODUCTION STAFF of cash, checks or other forms of payment, or the deposit or retaining of cash, checks or other forms of payment, with or without notations on such checks that the same is in full payment or the like, shall in no way affect the right of PRODUCTION STAFF or of AGMA to insist upon full payment under this contract. The signing by PRODUCTION STAFF of waivers or releases, or the deposit or checks or money orders under stipulations, letters or other writings that such deposit is in full payment or the like, shall be of no force or effect.
- VII. EMPLOYER and PRODUCTION STAFF hereby jointly and severally agree that any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, or any controversy whatever between PRODUCTION STAFF and EMPLOYER relating to the employment of PRODUCTION STAFF hereunder, shall be settled by arbitration in accordance with the Rules then obtaining of the American Arbitration Association, in the manner provided in Article I.25 of the Basic Agreement, as if the quoted portion thereof were set forth herein in full and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. Pending the result of such arbitration, PRODUCTION STAFF will continue to perform this

contract.

VIII. The interpretation of this Agreement and all questions arising under it shall be determined according to the laws of the state of California.

In witness whereof, this Agreement has been executed by the parties as of the date first above written.

ACCEPTED:

SAN FRANCISCO OPERA ASSOCIATION

XXX

By:

MATTHEW SHILVOCK, General Director

Social Security/Corporate ID#

Date

Date

Address

City, State, Zip Code

Phone

ADDENDUM D. HEALTH AND SAFETY REGULATIONS

- A. While recognizing that it is solely the ASSOCIATION's responsibility to provide a safe and healthy workplace, AGMA representatives may review at any time, all Health and Safety conditions. The following rules shall be applicable in all areas where ARTISTS are required to perform or rehearse as a prerequisite to such performance or rehearsal. AGMA agrees to work with the ASSOCIATION to assure compliance with these regulations. Should any breach of these regulations occur, any member of the ASSOCIATION or the AGMA Executive Committee on the scene has both the right and the obligation to intervene, as does the PRODUCTION STAFF.
1. All rehearsal, performance, and dressing room areas, lavatory and toilet facilities shall be maintained in a clean and sanitary condition and wet mopped and vacuumed daily when in use by ARTIST, with toilet, lavatories and showers sanitized daily.
 2. The MSDS certificate for all fog or smoke effects used in any production will be available, and said effects will not be used in any manner which could be injurious to any ARTIST. The ASSOCIATION will make best efforts to insure that all conduits and pipes employed to create fog or smoke effects shall be clean and free of mold, mildew, and/or other contaminants.
 3. After each setting of the stage, the ASSOCIATION will check for loose nails, splinters and firmness of sets.
 4. All scenery shall be designed or modified, where possible, to include such safety measures as handrails, luminous paint, etc. and such safety measures shall be present at all rehearsals and performances. Where not possible, AGMA shall be notified prior to the first rehearsal or performance where such safety measure(s) are not present.
 5. Escape stairs, ramps, or ladders shall be provided for all platforms or sets.
 6. Hand high rails shall be provided back stage on all platforms and steps leading up to platforms. In the event that a staircase is not as wide as the platform to which it is connected, a handrail shall be placed between the edge of the stairs and the end of the platform. Where artistically possible, they shall be provided on stage.
 7. All stairs leading from sets and platforms off stage must be painted white or a light color or will be edged in a light color, must have handrails on both sides, if necessary, and must be constructed in such a way that the angle of the staircase permits forward descent. The measurement of the rise and tread of each step shall conform to common industry standards.
 8. Guidelines in luminous paint/tape or lighting (where appropriate) shall be provided backstage on all steps, ramps and platform edges and in passage ways.
 9. The ASSOCIATION agrees to make every effort to ensure that all exits and passageways from the performance area of the stage shall be free of scenery or any other obstruction at all times.
 10. First aid kits stocked with adequate supplies shall be available and easily accessible at all times to ARTISTS.
 11. The ASSOCIATION shall prepare an evacuation plan which shall be posted in appropriate places. All ARTISTS shall be assigned a "meeting place" to which they should go in the case of an evacuation of the building. All ARTISTS will be informed of all emergency exit routes from the stage, or any out of house rehearsal facility, at that ARTIST's first rehearsal in that location.
 12. No ARTIST shall be directed to perform or to repeatedly perform any action, including but not limited to lifting, which in itself or by virtue of repetition may be harmful to the individual's health.

13. No ARTIST shall be required to rehearse or perform in any situation in which any substance, fabric, or other material, when worn, used by the ARTIST directly, or disseminated into the air, is deemed to be toxic or allergenic by the manufacturer or any government agency, or to which an ARTIST has an allergic reaction.
 14. All scenery shall be designed or modified to ensure safe and adequate floor surface and space for DANCERS.
 15. No DANCER shall dance on a floor of concrete, marble or any similar material or on any surface laid directly over such floor which does not provide the appropriate airspace between such floor and the dance surfaces to provide for adequate spring. Adequate spring shall be defined as visible flex throughout the surface when pressure from jumping is applied.
 16. Point-work shall only be required on a non-slick, smooth surface which does not contain warps or bumps.
 17. On a set utilizing DANCERS, trap doors shall be aligned flush with the surrounding surface and any openings shall be no more than one-half (1/2) inch.
 18. If at any time it becomes absolutely impossible to comply with items 14, 15, 16, and/or 17 above due to the ASSOCIATION's acquisition of an already existing production which, after careful consideration, has been decided cannot be altered satisfactorily, then as much rehearsal time as needed will take place on the set and the CHOREOGRAPHER will be told by the ASSOCIATION to make all necessary adjustments in order to ensure DANCERS' safety.
 19. DANCERS shall be given an opportunity to rehearse on the actual set with all obstructions as early as possible.
 20. In addition to the information that will be given in the meeting to be held within one (1) week of the final performance utilizing DANCERS in the current year (as outlined in Article V.2.A.4) the DANCE MASTER, and the DANCER's safety monitor will be given a complete description of floor specifications and all possible obstructions (i.e., scenery, trap doors, tracks, openings, other performers, etc.) for all productions utilizing DANCERS in the following contract year. Should this information not be available at that time, it will be given in time to discuss any possible changes that may become necessary as well as define and insure adequate rehearsal needs.
 21. No DANCER shall be required to dance in a costume which they feel would cause bodily harm were they so to do.
 22. Should ZB and ZC continue to be used for CHORUS music rehearsals during this Agreement, the ASSOCIATION shall, in advance of such usage, work with a mutually agreed-upon professional theatrical consultant to undertake a study of the acoustic properties, which shall include the measurement of decibels in the utilized room(s), with a view to finding solutions to ongoing problems with the intention of implementation prior to such use.
 23. The ASSOCIATION and AGMA will meet to gather shared goals and collective expertise regarding the sixth (6th) floor Ballet Studio, for ASSOCIATION to utilize when working with War Memorial on the possibilities for improvements to that space, with the intention of resolving AGMA's concerns regarding the space at the earliest opportunity, during the contract if possible. The ASSOCIATION will offer AGMA consistent updates as soon as the ASSOCIATION receives pertinent information from the War Memorial Opera House.
- B.** DANCERS shall rehearse on the set as soon and as much as possible. DANCE MASTER and DANCER Delegate shall meet with an applicable designee of the ASSOCIATION prior to the scheduling of rehearsals to determine how much

rehearsal time on sets is necessary per production as well as any additional break time that may be required per rehearsal.

C. Hazardous Substances.

The ASSOCIATION shall use its best efforts to ensure that all performance and rehearsal spaces are free from known toxic or hazardous residue or contaminants that are recognized as health or safety hazards, including to the extent practical mold and dust. The ASSOCIATION shall not introduce or permit the introduction of any substance or a higher concentration of any substance than permitted by applicable state and federal statutes and regulations and should comply with all applicable mandated procedures with respect to toxic and hazardous substances.

D. Smoke & Fog

The ASSOCIATION agrees that theatrical smoke, haze, and fog effects will only be created through the use of steam, water vapor, or dry ice. The introduction of a new technology designated to create these same effects will only occur by mutual agreement.

The ASSOCIATION will post a preliminary list of usage (i.e.: what the effects are and when they will be used) for these effects and for fire and pyrotechnical effects on April 1st and July 1st of each year. In addition, PRINCIPAL ARTISTS, CHORISTERS, and DANCERS will be notified of any changes in usage through posting at the safety bulletin board at the stage door no later than 36 hours in advance of their attendance at any rehearsals and/or performances in which they appear.

Steam effects will not be created by using any boiler whose function is or has been to heat the Opera House or any other War Memorial Performing Arts Center building.

E. Firearm Safety.

The ASSOCIATION agrees that whenever a production requires the use of firearms, the following rules shall apply:

1. The ASSOCIATION shall designate an Armorer who shall be thoroughly familiar with the proper use and maintenance of the firearms required in the production. The Armorer will instruct all ARTISTS in the proper and safe use of the firearms. This shall be a prerequisite prior to the issuance of any firearm to any ARTIST for any rehearsal or performance. The Stage DIRECTOR may not overrule the Armorer's judgment in this regard.
2. No ARTIST shall be required or permitted to handle any firearms in either rehearsal or performance until such ARTIST feels confident that they have received adequate instructions.
3. All firearms shall be in the possession of the Armorer when not actually in use during rehearsal or performance. At no time shall the Armorer or the ARTIST leave a firearm unattended.
4. At the conclusion of the scene, all firearms shall be returned to and unloaded by the Armorer.
5. Under no circumstances may live ammunition be kept with or loaded in any firearm being used in any production.
6. All firearms will be thoroughly inspected, cleaned and inventoried at the end of each rehearsal and performance.
7. Loading of firearms shall be done only by the Armorer and shall be done just before the firearm is to be used in either rehearsal or performance.

8. The Armorer shall determine the lightest and safest blank ammunition loads possible consistent with the need of the scene to be rehearsed or performed. The Stage DIRECTOR may not overrule the Armorer's judgment in this regard.
9. Should a firearm jam or malfunction, the ARTIST shall not attempt to correct the condition, but shall return the firearm(s) to the Armorer who shall be responsible for its repair or replacement.
10. With the exception of rehearsals for the purpose of proper safety instruction, rehearsal should be conducted whenever possible with non-functioning dummy weapons.
11. The regulations listed herein above pertaining to firearm safety shall apply to anyone who appears on the stage with a firearm, whether or not that person is under an AGMA Agreement.

F. Sword and Knife Safety / Fight Training

1. The ASSOCIATION agrees that whenever a production requires coordinated movement of swords and/or knives, the following rules shall apply:
 - a. The ASSOCIATION shall engage or appoint an expert (Fight DIRECTOR) who shall be thoroughly familiar with the proper use and maintenance of the swords and/or knives required in the production. This individual will instruct all ARTISTS in the proper and safe use of the swords and/or knives. This shall be a prerequisite prior to the issuance of any swords and/or knives to any ARTIST for any rehearsal or performance. The Stage DIRECTOR may not overrule the expert's judgment in this regard.
 - b. No ARTIST shall be required or permitted to handle any swords and/or knives in either rehearsal or performance until such ARTIST feels confident that they have received adequate instruction.
 - c. It is agreed that at the commencement of the first rehearsal involving coordinated movement of swords, knives, or like instruments, performance tempos shall be modified to facilitate a proper warm-up and orientation prior to rehearsing at a performance-level tempo.
 - d. All swords, knives, or like instruments will be thoroughly inspected, cleaned and inventoried at the end of each rehearsal and performance.
 - e. At the conclusion of the scene, all swords and/or knives shall be returned to the Property Department for safekeeping.
 - f. During a performance in which coordinated fight movement occurs (inclusive of fights without swords and/or knives), there shall be a fight review of any such scenes prior to the performance of said scenes during the opera. This fight review shall be scheduled and supervised by the expert or their designee, and ARTISTS shall be obligated to participate
 - g. The regulations listed herein above pertaining to sword and knife safety shall apply to anyone who appears on the stage with a sword or knife which is to be used in a coordinated movement, whether or not that person is under an AGMA Agreement.
2. Fight Training
 - a. Fights anticipated in upcoming productions will be previewed to the Joint Committee by the end of the prior contract year, to the extent possible, to discuss the timing and needs for general fight training. Any additional information learned following the Joint Committee meeting will be shared as soon as possible.

- b. The ASSOCIATION's designated fight supervisor will participate in determining the necessary training, participants, and allotment of time, taking into account the specifics of the production, needed skills, and past training of participants (to the extent fight supervisor is familiar with the individuals' experience and training history).
- c. Prior to the first fight rehearsal (in productions that contain fight scenes), a general fight training will be held for all ARTISTS who are reasonably expected to participate in the fight scene as well as their covers.
- d. General fight training (non-production-specific) will be held on an ongoing basis as the schedule allows as determined by the ASSOCIATION.

G. Fire Safety.

The ASSOCIATION agrees that whenever a production involves the use of actual fire the following regulations shall apply.

1. Whenever a live flame is on stage, or backstage, fire extinguishers shall be in hand at convenient locations, where the handlers of the extinguishers have a full view of the area in which the flames are located. Fire extinguishers shall be located on both sides of the stage.
2. Except in the case of lighting flames as part of the scene all torches and candles shall be lit by the Property Department. This lighting shall occur as late as possible to allow all torches and candles to be lit in time.
3. All torches and candles shall be returned to the Property Department upon completion of their use.
4. No ARTIST who feels unsafe carrying a live flame shall be required to do so. This right shall not be invoked unreasonably.
5. No ARTIST will be required to carry a prop with a live flame if said prop is too heavy for said ARTIST to carry safely.
6. The regulations listed herein above pertaining to fire safety shall apply to anyone who appears on the stage with a live fire, whether or not that person is under an AGMA Agreement.

H. Supervision of Children.

No children shall be unsupervised at any time or permitted in production areas, hallways or corridors, except as necessary to fulfill their performance obligations.

I. Makeup.

1. All makeup and makeup adjuncts shall comply with all regulations of the Federal Drug Administration.
2. Separate base makeup shall be provided to each ARTIST. The ASSOCIATION will instruct all makeup artists employed to take all necessary steps to avoid contamination between ARTISTS, including possible contamination from utilizing the same water when applying makeup on more than one ARTIST.
3. Makeup artist shall sanitize their hands before each ARTIST to whom they apply makeup.
4. The ASSOCIATION agrees that should an ARTIST bring in their own towel and/or washcloth for the aid in removing makeup, the ASSOCIATION will wash said towel and/or washcloth on a regular basis.

J. Costumes, Shoes, and Wigs.

All costumes, costume accessories, shoes and wigs will be supplied by the ASSOCIATION. The ASSOCIATION will supply knee pads for any ARTIST who is required to kneel in rehearsal or performance. Knee pads shall be made available for all such rehearsals and performances.

1. Before being worn by ARTIST for the first time, all costumes and wigs shall be cleaned. All linens, T-shirts, stockings, tights, etc. (all washable items) shall be washed.
2. T-shirts, tights, stockings, and leotards, and any other item worn next to the skin shall be washed prior to each rehearsal or performance.
3. No DANCER shall be issued or required to wear tights or trunks which are not clean or disinfected, or have previously been worn by another person.
4. No ARTIST shall wear any costume piece that is physically hazardous, or to which an ARTIST has an allergic re-action, in any rehearsal or performance.
5. No DANCER shall be required to dance in a costume which by virtue of the weight or design of the costume, or because of the movement required, is considered to be harmful to the individual's health.
6. The ASSOCIATION shall provide shoes, including but not limited to rehearsal shoes, which are satisfactory to each DANCER. Adequate break-in time for shoes shall be allowed. The ASSOCIATION will make best efforts to provide performance shoes one (1) week prior to the first performance of each opera.

K. RAKED STAGES AND STAGE SAFETY

1. The ASSOCIATION shall seek input from AGMA in determining important factors regarding overall health and safety issues, including, but not limited to, rakes, appropriateness of entrances and exits from the stage, floor texture and surfaces, and general conditions. AGMA will work with the ASSOCIATION to help determine the correct timing for the use of the actual or rehearsal raked stages in order to provide the best balance of time spent on the rake for all of the groups required to perform on that rake. For brand-new productions, the ASSOCIATION shall seek such input during the designing process and, as needed, throughout the rehearsal process. For leased and bought productions, the ASSOCIATION shall seek such input prior to the first rehearsal for such production and, as needed, throughout the rehearsal process. See also A.17 above in this Addendum.
2. In the event that a staging rehearsal involving CHORUS and DANCERS is undertaken on a rake of 1.0 inch to 12 inches or steeper, the following provisions shall apply:
 - a. With the exception of onstage rehearsals and rehearsal room run-throughs of the full opera, the length of such rehearsals in which CHORISTERS and DANCERS are predominantly on the rake shall be limited to three (3) hour sessions.
 - b. CHORISTERS and DANCERS shall not rehearse predominantly on the rake for more than one (1) hour without a break of at least ten minutes. A scene or act for which the actual running time for the CHORUS/DANCERS on the rake is one (1) hour or longer may be run in its entirety without planned stops before this provision takes effect.
 - c. In the event that two rehearsal sessions occur predominantly on the rake on the same day, an additional ten (10) minutes of total break-time beyond that provided in this Agreement shall be given in each session.

- d. For onstage rehearsals or rehearsal room run-throughs of four (4) hours or greater in which the CHORUS or DANCERS are predominantly on the rake, an additional ten (10) minutes of total break time beyond that provided in this Agreement is given.
 - e. Piano dresses and rehearsals with orchestra shall be excluded from this provision. However, during piano dresses, ASSOCIATION shall make best efforts to adhere to 2.b above, recognizing that run-throughs may not allow for this.
 - f. CHORISTERS shall not be required to wear performance shoes for any rehearsals covered by this provision. For rehearsals excluded under this provision for which costumes are worn (e.g. piano dresses and final dresses), shoes shall be worn if required, provided that the shoes fit.
 - g. In the rare occasion the ASSOCIATION would like to propose modifications to the provisions of this paragraph 2 the ASSOCIATION may do so by sending such modifications to the AGMA Staff Representatives and Shop Delegates, for mutual consideration and approval.
3. ASSOCIATION and the Joint Committee will work together to develop a program of periodic rake training.

L. HEALTH AND SAFETY AND SICK LEAVE (COVID-19)

1. Parties recognize that the effective implementation of any safety protocols is dependent upon many factors, including the severity of the spread of COVID-19 in and around San Francisco. ASSOCIATION agrees to regularly reevaluate and discuss with AGMA appropriate changes to the safety protocols based on government orders, public health conditions in the community, and conditions within the company, including protocols surrounding working in any off-site or outdoor location the ASSOCIATION may choose.
2. ASSOCIATION shall keep AGMA informed and seek input on the development of safety protocols necessary for the return to work. The final determination of such safety protocols shall rest with the ASSOCIATION working in collaboration with medical experts and city officials.
3. ASSOCIATION agrees to develop necessary, supplemental COVID-19-related sick-leave policies in consultation with AGMA in an effort to prevent any spread of COVID-19 through the company, which policies shall include sick leave due to COVID-19, and testing required by ASSOCIATION for COVID-19. Such policies shall include integration with current sick leave policies in the CBA, the Families First Coronavirus Response Act, and any other federal, state or local legislation.
4. As needed, ASSOCIATION will pay for and coordinate any testing that is required or requested by ASSOCIATION for an ARTIST to enter any work-related facility or location, or any testing that ARTIST is required to get by the workers compensation carrier as a result of any work-related exposure to any individual who has tested positive for COVID-19.
5. It is agreed that it may be the responsibility and duty of ARTISTS to quarantine themselves at home should they begin to exhibit symptoms. ARTISTS may be required to procure a written doctor's release prior to returning to work.
6. ARTISTS will abide by any rules related to wearing personal protective equipment (PPE) and/or face coverings deemed necessary due to the COVID-19 pandemic. PPE shall be provided by the employer unless it is permissible for employees to use their own PPE or face coverings.
7. ARTISTS are expected to participate in all work activities to the best of their ability. Should an ARTIST encounter obstacles or discomfort due to COVID-19-related re-entry issues, ASSOCIATION and AGMA will work together to determine how to maximize ARTIST's ability to participate in their work activities.
8. No ARTIST shall be required to engage in any activity which the ARTIST believes could result in illness or injury, per normal practice and in line with ASSOCIATION's policies and the CBA.

9. In addition to providing a training session, ASSOCIATION will notify ARTISTS of all health and safety protocols in writing in advance of when ARTIST begins work. ARTISTS will be notified of any changes to such protocols in advance of implementation.
10. ASSOCIATION will fully support ensuring that PRINCIPAL ARTISTS who have COVID-19 or COVID-19 related symptoms shall not be expected to work, and will therefore take responsibility for ensuring that replacement/cover ARTISTS are prepared to the degree feasible from a safety, logistical and financial basis. ASSOCIATION and AGMA will work to support ARTISTS such that they are not pressured to work while sick.

ADDENDUM E. LETTER OF RE-ENGAGEMENT

To be used as indicated in the Agreement. The letter may be adjusted if mutually agreed by ASSOCIATION and AGMA.

Dear [ARTIST Name]

In accordance with the San Francisco Opera Association’s current Collective Bargaining Agreement (CBA) with the American Guild of Musical Artists (AGMA), we are pleased to offer you re-engagement as a tenured San Francisco Opera (chorus/dance) member for the (20XX – 20YY) AGMA contract year per the terms, rates and conditions of the current SFO/AGMA CBA. Other than as modified by the CBA, the most recent individual contract you signed with AGMA remains in effect and is extended for the (20XX – 20YY) contract year should you accept this offer of work.

Please signify your intention by signing below to indicate your acceptance or rejection of this offer, and return one original copy of this letter to us as soon as possible, but not later than January 15, 20XX (as per Article IV.1.B.1.c of the Collective Bargaining Agreement).

Sincerely,

San Francisco Opera Association

Accepted by:

Signature: _____

Printed Name: _____

Date: _____

ADDENDUM F. NECKLINE GRAPHICS

Examples of necklines for purpose of determining if Body Make-up payment is due.

A. Female Role Neckline:



B. Male Role Neckline:



ADDENDUM G. SAMPLE PRINCIPAL ARTIST BREAKDOWN OF FEES

EXAMPLE - PRINCIPAL ARTIST BREAKDOWN OF FEES			
			as of: <DATE>
[ARTIST NAME]	[SEASON]	[Sub-Season]	
[EXAMPLE] - PRINCIPAL ARTIST FEE BREAKDOWN MODEL - [PER-PERFORMANCE/WEEKLY]			
PRODUCTION(S):	<PRODUCTION 1>		
ROLE(S):	<ROLE 1>		
ROLE CLASSIFICATION:	LEADING		
# [PERFORMANCES/WKS] CONTRACTED:	8		
# REHEARSAL WEEKS CONTRACTED:	2		
NEGOTIATED [PER-PERFORMANCE/WEEKLY] FEE:	\$5,000		
TOTAL FEES PAID TO ARTIST:	\$40,000.00		
<small>The "total fees paid to artist" is inclusive of AGMA minimum rehearsal and performance compensation, overscale, and per diem (if applicable). The following breakdown is meant to enumerate compensation (A) and per diem (B) portions of the total fees paid for your records and in accordance with Article II.1. of the SFO/AGMA CBA.</small>			
A. COMPENSATION - [EXAMPLE]			\$30,775.00
<small>This amount is subject to deductions and/or withholdings.</small>			
AGMA Minimum Rehearsal Compensation:			
Leading PP Weekly Rehearsal Rate:	\$2,064.75	# of rehearsal weeks:	2.00
			\$4,129.50
<small>Calculated as the minimum role classification rehearsal compensation multiplied by the pro-rated weeks engaged for rehearsal period as set forth in Article II.9.B. of the SFO/AGMA CBA</small>			
AGMA Minimum Performance Compensation:			
Leading PP Performance Rate:	\$2,949.63	# of performances:	8.00
			\$23,597.04
<small>Calculated as the minimum role classification performance compensation multiplied by the total number of performances or pro-rated weeks engaged for performance period as set forth in Article II.9.A. of the SFO/AGMA CBA</small>			
*Overscale Compensation:			\$3,048.46
<small>Calculated as the remaining compensation beyond the AGMA minimum rates and (if applicable) per diem</small>			
B. PER DIEM - [EXAMPLE]			\$9,225.00
<small>This amount is NOT subject to deductions or withholdings.</small>			
AGMA Minimum Per Diem*:	\$ 184.50	for	50 days
<small>*Artists are eligible for per diem if domicile is 50 miles or more outside of San Francisco as set forth in Article II.9.D. of the SFO/AGMA CBA. Please note that per diem is inclusive of and deducted from your negotiated total fees, when applicable, and issued to you separately from the compensation in section A above.</small>			
[EXAMPLE] - Additional Negotiated Benefits: AGMA HEALTH & PENSION BENEFITS (Paid ON TOP of total fees after engagement on your behalf)			
AGMA Minimum Retirement Benefit:			\$3,077.50
<small>This amount is equal to 10% of your minimum compensation + overscale payable to the AGMA Retirement Fund as set forth in Article I.10. of the SFO/AGMA CBA</small>			
AGMA Minimum Health Benefit:			\$1,386.33
<small>This amount is equal to 5% of your minimum compensation up to a maximum of \$1,750.00 payable to the San Francisco Healthcare Security Ordinance Fund ("SFHSO") as set forth in Article I.11.A. of the SFO/AGMA CBA</small>			
Total Benefits Paid:			\$4,463.83

ADDENDUM H. SAMPLE PRINCIPAL COMPENSATION EXPLANATION

MEMORANDUM

To: PRINCIPAL ARTISTS
 From: SEAN WAUGH, ARTISTIC PLANNING MANAGER
 Subject: PRINCIPAL COMPENSATION EXPLANATION

As required by Article II.1.B. of the 2020-2024 AGMA/SFO Collective Bargaining Agreement (CBA), the following memo is provided to all Agreements issued for engagements as an explanation of Principal Artist compensation at San Francisco Opera. Following the conclusion of a Principal Artist's engagement, the Association will provide a breakdown of all fees paid to Principal, or on behalf of Principal, reflecting AGMA minimum compensation rates, overscale, per diem, benefits, and deductions, as applicable. An estimated breakdown may be requested in advance of this submission by Principal no more than once per Agreement and/or Addendum, noting the breakdown is provisional and subject to change.

Principal Artists engaged as Soloists are paid either on a weekly or a per performance basis. Total compensation is inclusive of the minimum rehearsal and performance compensation as defined in **Article II.1** of the 2020-2024 AGMA/SFO Collective Bargaining Agreement (CBA). All negotiated compensation, and when applicable, per diem, in excess of the minimum rehearsal and performance amounts is viewed as over-scale.

When applicable, a Principal Artist may be eligible to receive a portion of their compensation as per diem as outlined in **Section II.9.D** of the CBA. In such cases, per diem may be deducted from Principal's total fees and issued on the first day of rehearsal, exempt from taxes or dues.

After per diem is deducted, when applicable, from Principal's total fees, the remaining compensation, consisting of minimum rehearsal, performance, and overscale compensation is divided by the number of performances or total weeks in equal installments and issued on a payment schedule of either a per-performance and/or weekly basis, with taxes and union deductions withheld, when applicable.

Benefits are paid on top of total compensation and issued to the **AGMA Retirement Fund** in the month following the final performance of the engagement. The total amount paid to the Fund is calculated as 10% of combined minimum rehearsal and performance compensation (as defined above) and an additional amount typically calculated as 5% of minimum rehearsal and performance compensation plus over-scale, up to a cap of \$1,750.00 per production, will be made as an additional contribution to the San Francisco Healthcare Security Ordinance ("SFHSO") per **Section I.11.A.2.b** of the CBA. Principal Artists who are currently enrolled in AGMA Plan A and/or meet the threshold for enrollment through their engagement, may elect to have these funds submitted to their AGMA Health Fund Plan B and/or City Options account.

Overtime and any penalties due under AGMA work rules, if applicable, will be paid on top of total negotiated compensation and issued via check at the conclusion of the engagement.

Most Principal Artists will receive a media payment (IMP) on top of negotiated compensation, in accordance with the terms highlighted in **Article I.23.H.** of the CBA.

Should you have any questions about your fees and/or benefits please feel free to be in touch with Sean Waugh, Artistic Planning Manager, at 415.565.6406 or via e-mail at swaugh@sfoopera.com.

Draft 2.1.21 – TA FINAL VERSION

ADDENDUM I. LIST OF PRODUCTION STAFF COVERED UNDER SECTION III.8.A.3

[16 people, "core" Production Staff]

1. Jessica Barker
2. Darin Burnett**
3. Jose Maria Condemini
4. E. Reed Fisher
5. Jodi Gage (Watkins)
6. Rachel Garoon
7. Jennifer Harber (Burnett)
8. Andrew Landis
9. Shawna Lucey
10. Jimmy Marcheso
11. Jayme O'Hara
12. Lawrence Pech
13. Thea Railey
14. Roy Rallo
15. Anna Reetz
16. Morgan Robinson

***NOTE: Production Stage Manager (PSM) is not a position covered under the AGMA CBA, and shall only be covered under this agreement insofar as the PSM's (Darin Burnett's) individual agreement with Association must contain at least the minimum terms contained within this agreement. All AGMA seniority and other benefits shall apply to PSM agreement. Association will work directly with PSM (Darin Burnett) on their agreement each year of the term, per usual practice, due to the nature of the PSM position being a member of the Association's Senior Production Department administrative team.*

SIDE LETTER A. ADLER FELLOWS PARTICIPATION LIST

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists
April 20, 1998, as amended March 1, 2012

It is mutually understood and agreed that the ASSOCIATION shall annually provide to AGMA a master list of those ARTISTS selected to participate in the ASSOCIATION's professional training program as "Adler Fellows".

It is understood that the overall annual value of the Fellowship Package provided each ARTIST shall not be less than the annual total value of the pro-forma AGMA performance contracts issued to each ARTIST.

- A. Fellowship Package is defined as: Stipend Plus \$14,095.64 of training and professional development costs, as of Contract Year 2021-22 (CY21).
- B. If training and professional development costs are projected to increase in subsequent years, the training and professional development figure in this definition may increase at a proportionate rate.
- C. Training and professional development elements are at ASSOCIATION's discretion, but the increase to this figure will not exceed ten percent (10%) each year as compared to the previous year.
 - a. For example, if such costs are projected to increase by two percent (2%) in Contract Year 2022-23 (CY22), the figure that year will be \$14,377.55 which represents a two percent (2%) increase from the CY21 figure.
 - b. For another example, if such costs are projected to increase by twelve percent (12%) in CY22, the figure that year will be \$15,505.20 which represents a ten percent (10%) increase from the CY21 figure.
 - c. ASSOCIATION can provide a summary explanation of such increases, not subject to AGMA approval.
- D. ASSOCIATION will increase the Stipend annually by no less than, or decrease the Stipend annually by no more than, the same percentage change applied broadly to qualifying SFO administrative staff that year. Such changes for administrative staff are at the ASSOCIATION's discretion.
- E. ASSOCIATION will notify AGMA prior to making any changes to the amount of the stipend or professional development/training amounts.

It is agreed that ASSOCIATION will ensure that all "Adler Fellows" are currently AGMA members in good standing.

Upon initial verbal fellowship offer to ARTIST from Opera Center, notification will be given that potential mainstage assignments will be provided to the ARTIST by the Opera Center, after consultation with the Artistic Department, before fellowship letter return due date.

In the window of time between initial verbal fellowship offer and due date for signed fellowship letter, Opera Center, after consulting with the Artistic Department, will provide, in writing, preliminary mainstage assignment possibilities which are non-binding and subject to change.

Before the end of the calendar year, Artistic Department will provide an updated plan for mainstage assignments, which is also subject to change.

Should an "Adler Fellow" be given a role assignment within the ASSOCIATION's contract year, the ASSOCIATION shall provide AGMA with a pro-forma AGMA contract outlining said assignment, the applicable dates and the CBA performance fee for said role.

ADDENDA AND SIDE LETTERS

An Adler Fellow’s pro-forma contract will be issued no later than two (2) weeks prior to that Adler’s first (1st) day of staging rehearsal for the role being contracted.

It is agreed that should an “Adler Fellow” be given a cover assignment as a part of the pro-forma AGMA contract but then subsequently perform said assignment; the “Adler Fellow” shall be paid the CBA performance fee rate in addition to the Fellowship stipend.

AGMA shall receive union dues and pension payments calculated in accordance with these pro-forma contract fees. Payment shall be made annually, at the end of each CBA contract year (February).

AGMA and ASSOCIATION agree that Adler Fellows shall be exempted from any foreign artist restrictions within this CBA.

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER B. VIDEO ASSISTANT DIRECTOR

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

AGMA and the San Francisco Opera Association (ASSOCIATION) dispute whether the video assistant director duties within the position of "Media Coordinator" are covered by the collective bargaining agreement ("CBA") entered into by AGMA and the ASSOCIATION. This side letter is a compromise agreement concerning the position.

1. Neither AGMA nor ASSOCIATION concedes their position or interpretation of the media suite jurisdiction at the present time but, in the spirit of collegiality, ASSOCIATION will regard hours worked in the media suite in a video assistant director capacity (as defined in paragraph 2 below) as AGMA hours, with dues deducted and AGMA pension paid on those hours.
2. Media Coordinator will join AGMA, but it is agreed that AGMA is covering only the video assistant director portion of the job. That work is defined as work falling in the following categories:
 - a) Camera Blocking: reviewing archival production video and blocking all camera angles to score.
 - b) Shot Sheets: creating initial shot sheets for camera operators of the camera blocking.
 - c) OperaVision: for the Opera Vision rehearsals and performances calling camera shots in anticipation of camera switching scanning all cameras for focus and framing, and distribution of notes to other ASSOCIATION personnel.
3. Any other duties undertaken by the Media Coordinator are administrative duties not covered by AGMA, unless such other duties clearly fall within AGMA's jurisdiction as specifically set forth in the CBA. If there is a disagreement as to the jurisdiction of other duties, both sides will meet to discuss.
4. Media Coordinator will sign a standard AGMA production staff agreement to cover AGMA-related work in which the major periods of anticipated AGMA work will be identified, and an administrative letter agreement to cover non-AGMA work. While the position remains a split administrative/union position, the terms of this joint side letter will prevail in the event of inconsistencies within or between either individual contract. The AGMA CBA will govern AGMA-related work unless otherwise addressed in this side letter.
5. While this position remains a split administrative/union position, Media Coordinator will be employed on the assumption of 52 weeks a year for 40 hours a week, however there is no guaranteed set number of hours for the position and hours are set by the ASSOCIATION. The division of hours between AGMA and ASSOCIATION will be monitored on a weekly basis by ASSOCIATION, and all straight-time hours will be paid at a set base rate of \$26.29 per hour (this is the hourly equivalent of the AD rate following the ASM formula). Overtime, if applicable, will be paid per California wage & hour law. The rate change in future years will be no less than the production staff percentage changes. At no time shall Media Coordinator work more than 40 hours per week or 8 hours per day without being compensated at the applicable overtime rates.
6. AGMA hours will be calculated and dues deducted accordingly. The AGMA Area Representative shall be sent periodic breakdowns of the weekly division of administrative/AGMA hours, or timesheets if so requested.
7. Retirement contributions will be made to the AGMA plan on all AGMA hours at the applicable rate stated in the SFO/AGMA Collective Bargaining Agreement (CBA), and retirement contributions will be made to the administrative plan on administrative hours at the administrative rate per the terms and eligibility requirements of the ASSOCIATION'S 401(a) Plan.
8. Because the anticipation is that the video assistant director work will occur for more than 12 weeks per year, this position will proactively be covered by the AGMA healthcare plan, as though this were a 12-plus-week production staffer. Media Coordinator will be ineligible for administrative health benefits. Life Insurance and LTD benefits will be provided as per administrative policy.

- 9. Vacation will be treated solely on an administrative basis as per the administrative policy then in effect (currently accruing at 2 weeks per year for the first three years of service and increasing with subsequent years). Should the dollar value of the vacation benefit be less than that due under the CBA as calculated on AGMA hours, a make-up payment shall be made.¹
- 10. Media fees: media fees will be payable at 50% of the regular AD rate per production worked (recognizing that Media Coordinator is not working consistently as the video assistant director and so shouldn't be eligible for the full fee).
- 11. No production staff housing stipend is payable if Media Coordinator is local and the majority of the work is administrative. Should the relocation fee structure change in the CBA, both sides shall meet to determine whether this side letter provision should be adjusted accordingly.
- 12. No separate preparation fees are payable: the person will be on-site and compensated under AGMA rates for time spent working as the video assistant director, whether preparation hours or rehearsal/performance hours.
- 13. Parking shall be provided based on the production staff policy for the major periods of AGMA-related work as estimated in the individual production staff contract.
- 14. Leave provisions are per the company's administrative policy.
- 15. Meal periods, Free Days, rehearsal conditions, and seniority shall be per the AGMA CBA for AGMA work undertaken. The career transition fund shall be available to the Media Coordinator should he/she choose to pay into the fund.
- 16. Policies and benefits not covered by this agreement will be governed by SFO's administrative policy, with benefits provided to the degree eligibility requirements are met.
- 17. For the administrative portion of the position, Media Coordinator shall be employed on an "at will" basis; for the AGMA portion, Media Coordinator shall be employed for the time period set out in their individual AGMA production staff contract. Media Coordinator shall report to the Director of Electronic Media unless otherwise determined by ASSOCIATION.
- 18. Should ASSOCIATION or AGMA determine that the terms of this administrative/union combined position do not work, both parties agree to meet to determine an alternative framework while respecting the terms of this side letter to the degree possible.
- 19. Should work under this side letter cease to exist (e.g. in the event the media suite closes down), position shall default to a pure administrative position (if such work is available) and this side letter shall no longer apply, providing no AGMA duties are required. Should this occur in the middle of a period already contracted under an AGMA production staff contract, Media Coordinator shall be compensated for the estimated periods of work outlined in their individual production staff contract, although such compensation may be applied to administrative work undertaken if mutually agreed between Media Coordinator and ASSOCIATION.
- 20. Should AGMA-related work under this side letter fall below 10 weeks a year, or should the ASSOCIATION determine that the position should be separated with discrete individuals for video AD and administrative work, both sides will meet to renegotiate terms of video AD work.
- 21. In the event of any conflict between this side letter and the CBA, this side letter shall control.

Signed:

For AGMA

For San Francisco Opera Association

Date

Date

¹ E.g. if two weeks of vacation is provided and is worth \$2,103.20, and AGMA earnings total \$27,500 and CBA production staff vacation is 8% of compensation, a make-up payment of \$96.80 would be made at the end of the year.

SIDE LETTER C. PRO BONO PERFORMANCE BY PRINCIPALS

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

For the life of this Agreement, and for the following community outreach and donor/patron events only, AGMA hereby agrees to a limited exception to the prohibition against the ASSOCIATION asking PRINCIPALS to donate their services for the Golden Gate "Opera in the Park" Concert and 4 other donor/community events as determined by the ASSOCIATION. Any additional events must be approved by AGMA.

For each of these events, the ASSOCIATION may approach the ARTISTS directly, and if they agree to participate, the ASSOCIATION shall notify AGMA of the ARTISTS who have so agreed as soon as the ARTIST has agreed to participate.

If the ASSOCIATION should wish to ask PRINCIPALS to donate their services for any event, other than those listed above, the ASSOCIATION must seek specific agreement from AGMA in each case.

The ASSOCIATION shall be responsible for all expenses ARTIST must incur as a result of such engagement.

In all such cases the ASSOCIATION shall give participating ARTISTS and AGMA at least fifteen (15) days advance notification of details regarding events that are taking place and a list of who is participating. ASSOCIATION and AGMA acknowledge that emergencies may necessitate a shorter timeline.

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER D. AGREEMENT CONCERNING FOREIGN ARTIST GRIEVANCE PROCEDURES

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

AGMA and the San Francisco Opera Association agree to the following procedure for resolving grievances concerning the hiring of foreign ARTISTS to perform principal roles other than leading.

1. **Effective Date.** This Agreement is effective from the date this Agreement is executed by both parties through the expiration of the Collective Bargaining Agreement between the parties effective March 2012.
2. **Notice of Hiring.** The ASSOCIATION will send to AGMA notice of its hiring or intent to hire a foreign ARTIST for a role other than leading no later than two (2) weeks after the ASSOCIATION's execution of the individual employment contract for the ARTIST. The notice will include the name of the foreign ARTIST, the role to be performed and the name and dates of the production. The notice will be sent via e-mail to the National Executive Director and President of AGMA (currently Alan Gordon and Jimmy Odom).
3. **Submission of Grievance.** Within fourteen (14) days of the date on which the ASSOCIATION sends AGMA the notice described in paragraph 2, AGMA must present in writing and discuss with the ASSOCIATION any grievance alleging that the hiring or planned hiring of the foreign ARTIST identified in the notice violates the parties' Collective Bargaining Agreement. AGMA will send the grievance by e-mail to the ASSOCIATION's General Director (currently Matthew Shilvock, mshilvock@sfoopera.com), Managing Director: Artistic (currently Gregory Henkel, ghenkel@sfoopera.com). The ASSOCIATION may respond in writing within seven (7) days after the discussion. In the interest of expediting the processing of grievances under this procedure, the discussion of the grievance may occur by telephone and/or outside normal business hours.
4. **Submission to Arbitration.** After receiving the ASSOCIATION's written response or after seven days have passed from the date on which AGMA presented in writing and discussed the grievance with the ASSOCIATION, whichever is earlier, AGMA may submit the grievance to arbitration by providing written notice to the ASSOCIATION and without following any of the other grievance steps set forth in the Collective Bargaining Agreement. Submission to arbitration shall be no later than twenty one (21) days following the date on which the ASSOCIATION sends AGMA the notice described in paragraph 2. If AGMA does not submit the grievance to arbitration within the twenty one (21) day deadline, then the hiring decision shall be deemed to be acceptable and AGMA shall forego the possibility of grieving the decision in the future.
5. **Selection of Arbitrator.** The arbitration will be conducted before a single arbitrator selected from an agreed panel of arbitrators. The panel will consist of Charles Askin, Bonnie Bogue, Norman Brand, John Kagel, and Gerald McKay. The parties will select an arbitrator from the panel by taking turns striking names from the list. If necessary, the parties will flip a coin to determine who strikes the first name. If the arbitrator selected by the parties is unable to conduct the hearing on an expedited basis, they may select another panelist who is better able to do so.
6. **Hearing.** An arbitration hearing will be conducted within twenty eight (28) days of the grievance being submitted to arbitration. The arbitrator has authority to select a hearing date unilaterally and to make such other orders as are consistent with the expedited nature of the proceedings.
7. **Award.** The arbitrator will issue an award as soon as practicable, and in no event later than two (2) business days after the arbitration hearing closes. The decision of the arbitrator will be final and binding. The ASSOCIATION and AGMA will bear equally the arbitrator's fees and expenses.

8. Except as modified by this procedure, the grievance and arbitration provisions of the Collective Bargaining Agreement in effect as of March 1, 2012 apply to any grievances submitted in accordance with this procedure.

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER E. USE OF LIQUID NITROGEN

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

Pursuant to Addendum D “Health and Safety Regulations Addendum”, Section D “Smoke and Fog”, both SFO and AGMA agree that, for the duration of this CBA, Liquid Nitrogen (“LN2”) may be utilized by SFO for the creation of smoke and fog effects, provided such use is in accordance with the terms and conditions below.

AGMA CERTIFICATE OF COMPLIANCE

1. No ARTIST who has a bona fide health or safety concern with the use of the equipment, device and/or product shall be required to perform when it is utilized and shall not be penalized in any way for this declining to perform.
2. No ARTIST shall be required to have their face in, or be covered by, the smoke and fog effect produced by the equipment, device and/or product for more than thirty (30) seconds, and all ARTISTS shall be staged at least ten (10) feet from the source of the effect.
3. The smoke and fog effect produced by the equipment, device and/or product shall be continuously monitored to assure that the oxygen content of such effect is at least equal to the higher of nineteen point five per cent (19.5%), or the then-currently-applicable OSHA standard for acceptable oxygen levels, three (3) feet above the stage floor.
4. The smoke and fog effect produced by the equipment, device, and/or product shall be continuously monitored to assure that it is placed and positioned in such a way as to prevent the collection of nitrogen in low lying places.
5. A representative of the entity selling or leasing the equipment and product shall fully train managerial employees of the employer in its use, to AGMA’s satisfaction, and an AGMA STAGE MANAGER shall be present on the stage floor at all times during its use to assure compliance with these provisions.
6. The equipment device and/or product must be continuously monitored by the employer to assure that dilution of product, and ventilation and temperature.
7. If, in the opinion of an AGMA STAGE MANAGER employed by the employer, the equipment, device and/or product is creating a situation that is hazardous to the health and safety of AGMA ARTISTS, the use of the product and equipment shall cease immediately.
8. **This Certificate of Compliance should not be construed as a recommendation by AGMA for the use of such product, or a representative of AGMA that the products or effects thus produced are ‘safe’, merely that such use as limited above does not violate the collective bargaining agreement.**

Equipment, Device & Product: Dry Fogger and LN2 Burst Systems from Interesting Products, Inc.

For AGMA For San Francisco Opera Association

Date Date

SIDE LETTER F. PLAN B TRANSFER

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

1. AGMA and the ASSOCIATION acknowledge that guidelines resulting from the Affordable Care Act (“ACA”) will impose significant restrictions on an ARTIST’s ability to use money in their Plan B AGMA Health Account (“Plan B”) from September 1, 2014, unless the ARTIST is also receiving Plan A AGMA coverage (“Plan A”), or is eligible for Plan A coverage and has proof of other group health insurance. Any monies due to be paid into Plan B under this Agreement shall be treated as follows:
 - a. Funds due to Plan B on behalf of CHORISTERS, DANCERS, and PRODUCTION STAFF under Article I.11.C, Article I.23.F.1 and any other applicable sections of the CBA shall be paid into the San Francisco Healthcare Security Ordinance (“SFHSO”), with a minimum contribution of \$2.44 per hour worked in 2014, and \$2.48 per hour worked in 2015. Timing of payments to SFHSO shall be in accordance with pas payment schedules to Plan B, unless mutually agreed otherwise by AGMA and the ASSOCIATION.
 - b. ARTISTS covered under Article I.11.A.1 who have elected to have Plan A funds paid into Plan B, and ARTISTS covered under Article I.11.B shall continue to have contributions paid into their Plan B accounts, which accounts may be used in a manner approved by the Trustees of the Health Plan, provided such ARTISTS can prove that they are maintaining active group health insurance. In the absence of proof of group coverage, an eligible ARTIST shall be automatically enrolled into Plan A.
2. ARTISTS under 1.b. above who are eligible to waive, and who elect to actively waive, the SFHSO, shall forfeit funds due to them under Article I.11.C during the time that such waiver is in effect.
3. ARTISTS under 1.b. above on whose behalf funds are paid into the SFHSO shall be responsible for managing their individual accounts under the SFHSO, including election into the Healthy San Francisco plan if eligible.
4. Should ACA guidelines emerge that challenge the validity of this side letter, impose any additional obligation on the ASSOCIATION, AGMA or the ARTIST, or in any other way materially change the rules on the usage of funds such as those traditionally held in Plan B, the ASSOCIATION and AGMA agree to reopen this single provision with the goal of finding an alternate mechanism for disbursement of the benefit due under Article I.11.C.
5. The terms of this side letter may be amended by mutual agreement of both Parties.

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER G. ENHANCED CHORUS RETIREMENT BONUS

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

In lieu of the Retirement Bonus as outlined in Article I.13 of the CBA, the Enhanced Retirement Bonus will be available to up to eleven (11) Regular CHORISTERS with fifteen (15) or more years of service.

ASSOCIATION will provide Health Fund and Supplemental Benefits set forth in Article I.11 of the CBA, for a Regular CHORISTER who chooses to retire until they become eligible for Medicare or at the end of their current twelve (12) month insurance period (period can vary for CHORISTERS depending upon hire date), whichever comes first.

ASSOCIATION will not be required to provide such Health Fund Benefits for any Regular CHORISTER who chooses to retire and is eligible for Medicare.

Additionally, if determined feasible per the AGMA Health and Retirement Fund and other legal or regulatory entities, and to be structured according to applicable laws, any Retiring CHORISTER may extend health insurance contributions, paid for by ASSOCIATION, for a period of up to three (3) years. The current estimated cost of one (1) year of AGMA Health Plan A, plus the negotiated yearly amount contributed to AGMA Health Plan B, would be deducted from such CHORISTER's Enhanced Retirement Bonus for each year of added health insurance contributions.

A Regular CHORISTER has until November 2, 2020 to choose to retire under the terms of this Agreement with ASSOCIATION's notification of results no later than close of business November 4, 2020.

The effective day of retirement will be December 7, 2020.

Bonuses would be paid according to current practice

After November 2, 2020 (and for those who applied for Enhanced Retirement Bonus by the deadline and were not awarded it) retirement bonuses would return to current CBA rates and conditions, i.e. 60% x weekly salary x years of service.

The Enhanced Retirement Bonus for the up to eleven (11) eligible retiring CHORISTERS will be calculated as follows:

- A. CY20 would be a full year of service.
- B. For CHORISTERS with 15-19 years of service, 100% of weekly salary times years of service.
- C. For CHORISTERS with 20-29 years of service, 150% of weekly salary times years of service.
- D. For CHORISTERS with 30 or more years of service, 200% of weekly salary times years of service.

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER H. REGULAR CHORUS SIZE

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

ASSOCIATION will maintain a minimum of forty-five (45) Regular CHORISTERS for the term of this Agreement, except as follows:

- a) For the term of this Agreement the ASSOCIATION will not be required to replace a Regular CHORISTER on leave.
- b) ASSOCIATION will not be required to replace any Regular CHORISTER who has received the Enhanced Retirement Bonus as set forth below:
 - i) CY21: Full number of vacancies from enhanced bonuses remain unfilled
 - ii) CY22: Full number of vacancies from enhanced bonuses remain unfilled
 - iii) CY23: Number of vacancies from enhanced bonuses remain unfilled, except that a minimum of forty (40) Regular Chorus positions are to be filled. A Regular CHORISTER on leave will be counted as one (1) of the forty (40) guaranteed Regular CHORISTERS.
 - iv) CY24: Number of vacancies from enhanced bonuses remain unfilled, except that a minimum of forty-five (45) Regular Chorus positions are to be filled. A Regular CHORISTER on leave will be counted as one (1) of the forty-five (45) guaranteed Regular CHORISTERS.

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER I. CHORISTER ATTIRE FOR WILSEY ENGAGEMENTS

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

For productions that occur in the Wilsey Center, CHORISTERS may be requested to provide their own concert attire (e.g. all black or black and white, or as otherwise determined by Joint Committee).

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER J.

DIVERSITY, EQUITY AND INCLUSION

Side Letter to the Basic Agreement

San Francisco Opera Association
And
American Guild of Musical Artists

Within the parameters set forth in this CBA, ASSOCIATION and AGMA affirm the diversity, equity, and inclusion initiatives in the following side letter.

- A. The ASSOCIATION has recently established a department of Diversity, Equity, and Community to provide leadership and support areas of DEI, including with the ongoing involvement of AGMA ARTIST. ASSOCIATION will create an opportunity for AGMA Representatives to meet with the Department of Diversity, Equity and Community (DEC) on a regular basis (such as in Joint Committee meetings) within the contracted year to discuss and address issues of diversity, equity, and inclusion with regard to recruitment, selection, retention, mentorship, training, advancement, accessibility and how the ASSOCIATION and AGMA best ensure a commitment to DEI. AGMA may also call a meeting with the DEC as needed.
- B. Training - ASSOCIATION will make it possible for AGMA ARTIST and Staff Representatives to give feedback on any DEI Training made available to Artists and offer suggestions for training in the future. So that the DEC Department can best address existing circumstances, specifics of training may not always be available in advance, but feedback will be welcomed from such Representatives at any time. ASSOCIATION and AGMA will also work to ensure that over the course of this training, the specifics of ARTISTS’ work environment will be addressed.
- C. Recruitment - ASSOCIATION is committed to an inclusive workforce and will explore strategies for job postings and audition practices that encourage and foster the recruitment and retention of ARTISTS from groups that have been traditionally underrepresented within the opera industry. ASSOCIATION will give AGMA a copy of the comprehensive annual report describing the work undertaken by the DEC Department, inclusive of any advancements in recruitment practices, or mutually agreeable alternative report.
- D. Gender Equity - The ASSOCIATION is committed to proactively foster, promote and engage in discussions, forums and/or activities that will have a goal of impacting diversity and inclusion with regards to ARTISTS’ gender, as well as gender neutral, gender non-confirming, non-binary, and gender variant ARTISTS.
- E. Pronouns - ASSOCIATION shall allow for every ARTIST to select their designated personal pronouns The, ASSOCIATION shall, upon an employee's request, change all current and going-forward employee records (except for records or third-party forms which, in the EMPLOYER's discretion, cannot or should not be altered; e.g., EEO reports, or where legal names are required, e.g. payroll records) so that all such records use the names (and/or pronouns when pronouns are used) with which the ARTISTS identify.
- F. Facilities - ASSOCIATION recognizes the importance of availability of gender-neutral lavatories/dressing facilities for ARTISTS, and will be responsive to the needs of ARTISTS in this regard, including A) finding solutions in facilities within its control and B) advocacy for this in facilities outside of its control.

For AGMA

For San Francisco Opera Association

Date

Date

SIDE LETTER K. AGMA HEALTH FUND PLAN A AND PLAN A1

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Side Letter to the Basic Agreement

San Francisco Opera Association
 And
 American Guild of Musical Artists

In recognition of the change by the AGMA Health Fund ("Fund") to adjust the nature of the healthcare plans provide by the Fund, the following language adds to and amends the provisions of the CBA related to healthcare:

The ASSOCIATION shall, no later than December 31, 2021, establish a Holding Account at an FDIC-insured bank. ASSOCIATION shall deposit into the Holding Account any amounts required to be contributed by the ASSOCIATION to the AGMA Health Fund for Plan A coverage (the "Employer Deposit Amount"), subject to the same deadlines as otherwise apply to such Employer contributions.

The Fund shall inform ASSOCIATION whether each eligible ARTIST has selected Plan A or Plan A1. For ARTISTS who elect Health Plan A, ASSOCIATION shall collect ARTISTS' monthly premium contributions and shall remit these into the Holding Account on the same deadlines as apply to Employer contributions.

For ARTISTS who elect Health Plan A1, a portion (specified by the Fund) of the Employer Deposit Amount shall constitute Employer contributions to the ARTIST'S Health Savings Accounts and shall not constitute contributions to the Fund.

The ASSOCIATION'S obligation to contribute and remit amounts to the Fund shall be satisfied when such amounts are received by the Fund. The Fund shall not, however, consider the Employer to be delinquent with respect to such obligations to the extent that the Employer makes timely deposits into the Holding Account and the deposits are available for the Fund to withdraw on and after the contribution deadlines. The ASSOCIATION'S obligation to contribute to an ARTIST'S Health Savings Account shall be satisfied when such amounts are received by the Holding Account. Enforcement of that obligation shall be the responsibility of the HSA administrator and/or the Union, and shall not be the responsibility of the Fund.

In addition, the following provisions shall be in effect:

- References to Plan A in the CBA shall be understood to mean either Plan A or A1 as elected by the ARTIST at the time of open enrollment.
- For those ARTISTS electing Plan A1, amounts due under Section I.11.B.2 shall be required to be transmitted to Plan B and subject to Plan B utilization rules for those receiving coverage under Plan A1. Such monies may not be directed to San Francisco's City Option Medical Reimbursement Account (SFMRA) as otherwise provided under I.11.B.4.
- ARTISTS who elect Plan A1 and who have active accounts with the SFMRA must suspend access to those accounts during the period when contributions are made on their behalf into their Plan A1 HSA, except that they may use any accrued SFMRA balances for the following expenses incurred during that period: HDHP premiums under Plan A1, vision, dental, and preventive care.

Signed _____

Date: _____

Date: _____

INDEX

A

acceptance of dance work, 124
acoustic rehearsal, 110
additional performances
 chorister compensation rate, 111
 dancers, 123
additional work
 dancers, 121
 singer functioning as director in emergency, 57
adler fellows, 176
admission to premises, 18
AGMA
 admission to premises, 18
 dues deductions, 17
 logo, 26
 membership, 17
 shop, 17
AGMA health fund plan a and plan a1, 189
alternate activities, 74
alternates
 chorus, 95
american hires, 25
american singers, 57
amplification, 40
 chorus, 40
 principals, 40
appeal
 chorus, 90
 dancers, 127
arbitration
 dancer right to appeal, 127
 foreign artists grievance, 181
arbitration process, 40
archival
 uses, 33
archival reproduction, 26
archival uses, 33
artist interviews, 29
artist prerogatives
 right to discuss current work and/or desired areas of
 improvement, 51
artist responsibilities, 55
artistic advisory committee, 44
artistic prerogatives, 51
assignment
 adler fellows, 176
 dancers, 120
assigns, 17
assistant director
 definition, 73

 video, 178
assistant stage manager
 definition, 73
audio streaming rights, 31
auditions
 dancers, 128

B

ballet slippers, 136
basic agreement, 16
bereavement leave
 chorus, 100
 dancers, 131
 principals, 59
 production staff, 76
biographies, 26
board of directors, 51
 AGMA representatives meeting with Executive Committee,
 51
body make up
 chorus, 118
 dancers, 146
body make-up
 choristers, 118
 dancers, 146
 neckline graphics, 171
breaks
 between rehearsals, chorus, 105
 calling breaks, dancers, 135
 calling of, chorus, 106
 chorus, 104
 dancer only, 133
 music rehearsal, chorus, 104
 principals, 61
 production staff meal penalty, 81
 rehearsal on rake, 167
 rehearsals with orchestra, chorus, 105
 rehearsals with orchestra, dancers, 135
 staging rehearsal with piano, dancers, 134
 staging rehearsals with piano, chorus, 104
brush up rehearsal
 dancers, 140
brush-up rehearsals
 dancers, 120

C

california law, 41
call time
 chorus, performance, 89
 dancers, 140

- education services, 47
- individual, 54
- call-in
 - compensation, 65
- canceled rehearsals
 - chorus, 107
 - dancers, 138
- capture, 27
- career transition fund, 22
 - committee, 22
- casting decisions, 43
- choreographer, 58
 - definition, 58
- chorister attire, wilsey, 187
- chorister definition, 86
- chorus
 - acoustic rehearsal, 110
 - alternates, 95
 - assignment, 96
 - bereavement leave, 100
 - body make up, 118
 - breaks, 104
 - canceled rehearsals, 107
 - categories, 84
 - changed start time, 107
 - changes in vocal section, 98
 - child, 86
 - chorus bit roles, 95
 - chorus concerts, 118
 - coaching program, 89
 - compensation, 111
 - costume fittings, 111
 - cover assignments, 95
 - cover fee, 117
 - dancing, 98
 - early dismissal, 107
 - employment guarantee, 86
 - extra chorus, 84
 - extra chorus performance compensation, 116
 - extra fee, 112
 - family leave, 100
 - free day, 102
 - free day compensation, 115
 - guaranteed auxillary chorus, 85
 - hearings, 91
 - heavy lifting, 97
 - hourly compensation, 114
 - leaves of absence, 98
 - long term disability, 101
 - maternity leave, 99
 - meeting with chorus director, 89
 - midnight, 109
 - minimum call, 103
 - music rehearsal week, 102
 - mute roles, 95
 - new hires, 87
 - non-tenured engagement, 87
 - notes sessions, 110
 - overtime compensation, 111, 114
 - personal leave, 100
 - preferred extra chorus, 85
 - regular chorus, 84
 - regular chorus compensation, 111
 - rehearsal limitations, 108
 - rehearsals, 102
 - rehearsals during performance periods, 110
 - rehearsals following a backstage performance, 111
 - rehearsals following a matinee, 110
 - rehearsals with costume, 109
 - right to appeal, 90
 - right to services, 98
 - run through rehearsal, 110
 - schedules, 106
 - seniority, 112
 - sick leave, 98
 - sign-in, 104
 - solo bit roles, 94
 - solo role conditions, 93
 - solo roles compensation, 116
 - special overime, 114
 - staging/performance week, 102
 - starting time, 103
 - substitute regular, 85
 - sunday rehearsals, 104
 - supporting roles, 93
 - tenure, 87
 - two performances in a day, 117
 - undressing time, 109
 - unpaid leave, 99
 - vacation, 117
 - vocal maintenance, 118
 - years of service, 112
- chorus bit roles, 95
 - compensation, 117
 - rehearsal conditions, 110
- chorus concerts, 118
- chorus director, 89
- chorus roster, 25
- city of origination, 42
- class
 - dancers, 140
- class, dance, 120
- cleaning, 162
- clean-shaven appearance, 25
- clip programs, 33
- coaching program
 - chorus, 89
- coachings
 - none prior to contract, 57
- combined rehearsal and performance, 63
- compensation
 - chorus, 111
 - dancers, 142
 - principals, 63
 - production staff**, 80
 - regular chorus, 111
 - regular chorus minimum weekly, 112
- compensation explanation, 174
- complimentary tickets, 52
- conference attendance, 52
- consultation, 35
- contract year, 42

corps de ballet, 119
 costume fee, 81
 costume fittings
 chorus compensation, 111
 costume readiness, 54
 costume transport expenses, 65
 costume transportation, 79
 cover
 chorus fee, 117
 definition, 42
 cover compensation, 65
 covering
 dancers, 121
 covers
 choristers assigned as, 95
 dancers, 143
 COVID-19 cancellations, 67
 COVID-19 Flexibility, 56
 crediting, 39

D

dance captain, 119
 dance class, 120
 dance master
 as dance captain, 73
 blended rate, 74
 compensation, 143
 definition, 73
 position search, 123
 dancers, 119
 acceptance of work, 124
 additional performances, 123
 additional work, 121
 assignment, 120
 auditions, 128
 ballet slippers, 136
 bereavement leave, 131
 body make up, 146
 breaks, 133
 brush up rehearsal, 140
 brush-up rehearsals, 120
 call time, 140
 canceled rehearsals, 138
 child, 119
 class, 120, 140
 compensation, 142
 corps de ballet, 119
 cover compensation, 143
 covering, 121
 dance captain, 119
 dance captain compensation, 143
 dancer only rehearsals before noon, 146
 definition, 119
 doubling, 121
 dressing rooms, 136
 dressing time allowance, 136
 employment guarantee, 123
 engagement notification, 121
 family leave, 131
 filling vacant positions, 125

final dress, 140
 fitting time, 137
 free day, 137
 free day compensation, 145
 full-out dancing, 138
 heavy lifting, 122
 heavy lifting compensation, 146
 hours in a week, 122
 letters of reengagement, 124
 long term disability, 132
 maternity leave, 130
 maximum hours, 139
 minimum call, 132
 multiple performances in one day, 143
 multiple productions, 121
 orchestra rehearsal breaks, 135
 overtime, 143
 performance notes, 141
 personal leave, 131
 posting schedule, 137
 preliminary meeting, 124
 program listing, 123
 recall after dismissal, 135
 reengagement, 124
 regular dancers, 123
 rehearsal costumes, 136
 replacement, 124
 resident corps, 119
 rest before performance, 140
 right to appeal, 127
 schedule, 137
 sick leave, 129
 solo dancer compensation, 142
 solo dancer definition, 119
 staging breaks, 134
 starting time moved, 138
 travel time, 135
 turnaround, 135
 undressing time, 136
 undressing time, compensation, 146
 utterances, 146
 warm-up, definition, 120
 work after midnight, 146
 year, definition, 120
 years of employment, 132
 dancing
 chorus, 98
 definition of Plan A, 21
 dental coverage, 20
 direct deposit, 23
 direction of workforce, 51
 discrimination, 55
 dismissal
 chorus, 107
 diversity, equity and inclusion, 188
 documentaries, 33
 donor gifts, 29
 doubling
 dancers, 121
 doubling as stage director, 72
 dressing rooms, 136

dressing time
 dancers, 136
 dues, 17

E

early dismissal
 chorus, 107
 education, 45
 basic rates, 45
 call time, 47
 contracts, 46
 hotels, 48
 maximum hours, 47
 media rates, 33
 musical scores, 47
 non-produced services, 45
 number of services, 46
 per diem, 48
 produced services, 45
 production and directing staff, 47
 right of first refusal, 46
 runouts, 48
 transportation, 48
 warm-up facilities, 47
 elapsed time
 principals, 60
 production staff, 78
 electronic media agreement, 27
 electronic media guarantee, 30
 carry-over, 38
 electronic reproduction, 26
 EMG, 30
 employment guarantee
 dancers, 123
 engagement
 chorus, 86
 CY21, 68
 CY22, 69
 CY23, 69
 non-tenured chorus, 87
 production staff, 68
 enhanced chorus retirement bonus, 185
 escape stairs, 162
 evacuation plan, 162
 execution of agreement, 148
 exits onstage, 162
 extra chorus, 84
 extra fee
 chorus, 112

F

failure to appear
 principals, 62
 family leave
 chorus, 100
 dancers, 131
 principals, 59
 production staff, 76
 favored nations, 39

fight training, 165
 final dress
 dancers, 140
 principal notes after, 62
 fire safety, 166
 firearm safety, 164
 first aid kits, 162
 fittings
 dancers, 137
 flexible media guarantee, 30
 floor surface, 163
 point work, 163
 FMG, 30
 fog and smoke, 164
 force majeure, 44
 foreign artist grievance process, 181
 foreign singers, 57
 free day
 chorus, 102
 chorus compensation, 115
 dancers, 137
 dancers, compensation, 145
 definition, 42
 emergency free day, 61
 principals, 60, 64
 production staff, 79
 free day emergency compensation, 65
 FSA participation, 21
 full-out dancing, 138

G

GAX, 85
 gender, 42
 grievance process, 40
 foreign artist, 181
 guaranteed auxillary chorus, 85
 guidelines, scenery, 162

H

hand high rails, 162
 handrails, 162
 harassment, 55
 hazardous substances, 164
 health and safety, 41
 health and safety regulations, 162
 health fund, 18
 definition of Plan A, 21
 extras, 20
 leave provisions, 20
 media, 29
 payment schedule, 21
 principals, 18
 regular groups, 19
 hearings
 chorus, 91
 heavy lifting, 162
 chorus, 97
 dancers, 122
 dancers, compensation, 146

holidays
 company, 43
 compensation, 43
 hotels, 48
 hours in a week
 dancers, 122
 housing stipend, 81

I

IMP, 30
 individual call times, 54
 individual contracts, 24
 chorister and dance, 149
 limitation of activity prior, 57
 post term, 25
 principal artists, 153
 principals, 57
 production staff, 68, 158
 standard form, 24
 initial media payment, 30
 one-time event, 31
 intellectual property rights, 67

J

joint committee, 44
 joint ema committee, 28
 juveniles
 chorister, 86
 dancers, 119
 principals, 66
 supervision, 166

K

knife and sword safety, 165

L

leading roles
 chorus compensation, 116
 leaves of absence
 chorus, 98
 principals, 59
 production staff, 75
 legal tender, 23
 letter or reengagement, 170
 letters of reengagement
 dancers, 124
 liquid nitrogen, 183
 ln2, 183
 lobbyvision, 29
 logo, 26
 long term disability
 chorus, 101
 dancers, 132

M

make up, 166
 management and union prerogatives, 51
 maternity leave
 chorus, 99
 dancers, 130
 maximum hours
 dancers, 139
 education, 47
 principals, 60
 meal breaks
 principals, 61
 production staff, 81
 mechanical reproduction, 26
 media
 archival uses, 33
 artist interviews, 29
 audio streaming rights, 31
 capture, 27
 carry-over FMG, 38
 clip programs, 33
 consulation, 35
 crediting, 39
 documentaries, 33
 donor gifts, 29
 education uses, 33
 favored nations, 39
 guarantee, 30
 health and retirement, 29
 IMP, 30
 joint ema committee, 28
 multi-year capability, 34
 news stations, 29
 notice, 28
 operavision, 29
 ownership, 32
 patch sessions, 38
 pre-approval, 35
 principal artist approval, 35
 principal artists, 35
 promotional uses, 29
 radio rights, 31
 READ rights, 32
 recorded-at-home content, 30
 regional television, 38
 relationship to AFM contract, 39
 release fees, 31
 revenue participation, 33
 rights granted, 27
 rights period, 31
 shorter releases, 32
 simulcast, 30
 standard contract, 28
 streamed concert, 30
 streaming a free-to-public concert, 30
 television rights, 31
 tier 1 release fees, 36
 tier 2 release fees, 37
 tier payments, 38
 unauthorized release, 27

- use of rehearsal capture, 38
- media audit, 39
- media cancellations, 29
- membership, 17
- midnight
 - chorus, 109
- minimum call
 - chorus, 103
 - dancers, 132
- minimum terms, 23
- modesty clause, 25
- MSDS certificates, 162
- multiple productions
 - dancers, 121
- multi-year capability, 34
- music rehearsal week, 102
- mute roles, 95
 - compensation, 117
 - rehearsal conditions, 110

N

- nails on deck, 162
- necklines, 171
- news stations, 29
- non-discrimination, 55
- non-discrimination, AGMA, 148
- non-harassment, 55
- non-produced services, 45
- non-reengagement
 - production staff, 71
- non-waiver of rights, 23
- notes after final dress, 62
- notes sessions
 - chorus, 110
- notification
 - dancer engagement, 121
- nudity, 25
- number of performances
 - chorus, 86
 - principals per performance, 58
 - principals weekly, 58
 - production staff, 74

O

- offsite principal travel, 62
- operavision, 29
- overscale
 - use of, principals, 63
- overtime
 - chorus compensation, 111, 114
 - dancers, 143
 - per-performance chorister, 116
 - principal compensation, 64
 - production staff, 78

P

- patch sessions, 38
- payment in legal tender, 23

- per diem
 - education, 48
 - principals, 65
- performance compensation
 - principals, 63
- performance notes
 - dancers, 141
- performance of more than one opera, 43
 - dancers, 120
- performance regulations
 - dancers, 140
- performance week, 42
- personal leave
 - chorus, 100
 - dancers, 131
- personal representatives, 24
- personal vehicle, 81
- personnel files, 52
- Plan A payment schedule, 21
- Plan B election
 - regular groups, 20
- plan b transfer, 184
- point work
 - floor surface, 163
- pre-approval, 35
- preferred extra chorus, 85
- preliminary meeting
 - dancers, 124
- preliminary rehearsals
 - principals, 62
- preparation time, 72
- prerogatives
 - artistic, 51
 - management and union, 51
- principal breakdown, 173
- principal contracts, 57
- principals, 57
 - pro-bono performance, 180
- principals singing chorus music, 66
- pro-bono performance, 180
- produced education shows, 45
- production staff
 - compensation, 80**
 - costume fee, 81
 - costume transportation, 79
 - engagement, 68
 - fall CY20 compensation, 82
 - functioning as translator, 79
 - hours worked, 78
 - housing stipend, 81
 - meal penalty, 81
 - non-reengagement, 71
 - preparation time, 72
 - presence, 79
 - regular, 69
 - seniority, 82
 - travel, 81
 - use of personal vehicle, 81
 - wireless internet, 80
 - work after 12 hours, 79
- production staff covered under iii.8.a.3, 175

program credit, 25
 solo roles, 25
 program insert, 25
 program listing
 dancers, 123
 promotional uses, 29
 provision of costumes, 54
 punctuality
 principals, 62
 pyramiding
 chorus, 115

R

radio rights, 31
 railings, 162
 rake stage, 163, 167
 READ rights, 32
 reasonable rules
 dancers, 123
 recall after dismissal
 dancers, 135
 recognition, 17
 recordings
 archival, 26
 notice, 27
 security, 27
 study purposes, 26
 reengagement
 dancers, 124
 refreshments, 54
 regional television, 38
 regular chorus, 84
 regular chorus size, 186
 regular dancers, 123
 regular production staff, 69
 rehearsal breaks
 principals, 61
 rehearsal capture, 38
 rehearsal compensation
 principals, 63
 rehearsal conditions
 chorus, 102
 dancers, 132
 principals, 59
 production staff, 78
 rehearsal costumes and props, 136
 rehearsal length
 production staff, 79
 rehearsal limitations
 chorus, 108
 rehearsal week, 42
 rehearsals following a backstage performance, 111
 rehearsals following a matinee, 110
 rehearsals on or near performances, 60
 release
 principals, 62
 release fees, 31
 religious leave, 43
 repeat performance rehearsals, 62
 replacement of dancers, 124

resident corps, 119
 restricted overtime, 115
 retirement bonus, 22
 retirement fund, 18
 media, 29
 revenue participation, 33
 right to appeal
 chorus, 90
 dancers, 127
 right to services
 chorus, 98
 rights period, 31
 run through rehearsal
 chorus, 110

S

safety, 41
 costumes, shoes and wigs, 166
 COVID-19, 168
 fire, 166
 firearms, 164
 make up, 166
 rake stage, 167
 sword and knife, 165
 scenic safety, 162
 schedule
 changed start time, chorus, 107
 changes/cancellations, chorus, 107
 dancers, 137
 notification chorus, 106
 schedule principals, 61
 scope, 17
 season roster, 25
 seniority
 chorus, 112
 production staff, 82
 severance pay, 21
 shop, 17
 shorter releases, 32
 sick leave
 chorus, 98
 dancers, 129
 principals, 59
 production staff, 75
 signatures, 148
 sign-in, 104
 simulcast, 30
 smoke and fog, 164
 solo bit roles
 chorus, 94
 chorus compensation, 116
 solo dancer, 119
 compensation, 142
 solo dancer conditions, 62
 solo relations committee, 45
 solo role conditions for choristers, 93
 special overtime, 114
 stage director
 no doubling, 57
 production staff doubling as, 72

stage manager
 definition, 73
 staging/performance week, 102
 stairs, 162
 standard form contracts, 24
 starting time
 chorus, 103
 starting time moved
 dancers, 138
 substitute regular chorus, 85
 successors and assigns, 17
 sunday rehearsals
 chorus, 104
 supernumeraries, 86
 supervision of children, 166
 supporting roles
 chorus, 93
 chorus compensation, 116
 sword and knife safety, 165

T

television rights, 31
 tenure
 chorus, 87
 term, 17
 tickets, 52
 tier 1 release fees, 36
 tier 2 release fees, 37
 tier payments, 38
 time of payment, 23
 direct deposit, 23
 per diem, 23
 tours, 43
 toxic fabrics, 163
 training program
 dancers, 125
 transit
 time, 54
 transportation
 education, 48
 trap doors, 163
 travel
 principal offsite venues, 62
 production staff, 81
 travel time
 dancers, 135
 turnaround

dancers, 135

U

undressing time
 chorus, 109
 dancers, 136
 dancers, compensation, 146
 unpaid leave
 chorus, 99
 dancers, 130
 production staff, 76
 use of personal vehicle, 81
 utterances
 dancers, 146

V

vacant positions
 dancers, 125
 vacation
 chorus, 117
 vacation pay
 production staff, 81
 video assistant director, 178
 vision coverage, 20
 vocal maintenance, 118

W

warm-up
 definition, 120
 warranty and representation of authority, 148
 website credit, 25
 week, 42
 wireless internet, 54, 80
 work after midnight
 dancers, 146
 workers compensation insurance, 18

Y

year of employment
 dancers, 132
 years of service
 chorus, 112