

**SUMMARY OF TERMS**  
**OPERA PHILADELPHIA AND AMERICAN GUILD OF MUSICAL ARTISTS**  
**COLLECTIVE BARGAINING AGREEMENT 2023-2026**

Opera Philadelphia (“OP” or the “EMPLOYER”) and the American Guild of Musical Artists AFL-CIO (“AGMA” or the “Union”), collectively as the “Parties,” are signatories to a Collective Bargaining Agreement (“CBA”) dated July 1, 2019 to June 30, 2022, and a Memorandum of Agreement (“2022-2023 MOA”) extending the expiration of the CBA until June 30, 2023. The Parties have agreed to the following terms for a three (3) year successor CBA dated July 1, 2023 to June 30, 2026. All terms and conditions of the 2019-2022 CBA will remain in effect except as modified below.

**I. UPDATES AND/OR PROVISIONS OF GENERAL APPLICABILITY**

**TERM AND WAGE INCREASES**

Three (3) year term dated July 1, 2023 through June 30, 2026, with increases all compensation rates of 3% (Year 1), 2% (Year 2), and 3% (Year 3) unless otherwise specified herein or in the newly created Rate Sheet (attached, to be known as **Exhibit 1**) that will contain compensation rates. All increases will be applied from the rates agreed to in the 2022-2023 MOA.

**HOUSEKEEPING**

*Revise and update throughout the CBA:*

- a. Create a cover page.
- b. Delete all references to the AGMA “Basic Agreement” and refer instead to the “Collective Bargaining Agreement,” the “CBA,” or the “Agreement.”
- c. Update addresses as necessary. *For example:*

COLLECTIVE BARGAINING AGREEMENT (“CBA” or the “Agreement”) made and agreed to between the AMERICAN GUILD OF MUSICAL ARTISTS, INC., a labor organization having its principal office at 305 7<sup>th</sup> Avenue, Suite 2A, New York, NY 10001 (hereinafter called “AGMA” or the “Union”) and Opera Philadelphia having its principal place of business at 1420 Locust Street, Philadelphia, PA 19102 (hereinafter called the “EMPLOYER”).

- d. Insert gender neutral pronouns—i.e., “they”
- e. Replace all references to “BALLET MASTER/BALLET MISTRESS” with “DANCE REPETITEUR.”

- f. Update and maintain consistency with capitalization or references throughout the Agreement (e.g., “STAGE MANAGER” versus “Stage Manager”; the “EMPLOYER” versus “MANAGEMENT” or “COMPANY”; “Article” versus “Paragraph”, AGMA “National Executive Secretary”, etc.).
- g. Remove references to attached “Exhibits” and refer instead, for example, to the current version of AGMA’s Individual Artist Agreement or “the Classification of Roles/Schedule C.”
- h. Delete Article 4(e) per the AGMA Constitution update
- i. Delete or revise problematic language in Article 20, CHANGE OF APPEARANCE NOTIFICATION

EMPLOYER may request appropriate appearance (such as the absence of facial hair) if notification is given at least six (6) weeks prior to the first rehearsal.

- j. Update term and other applicable dates (e.g., Article 38).

## **MANAGEMENT RIGHTS**

*Revise the current Article 4(c)&(d) as below and insert as a new Article 4, MANAGEMENT RIGHTS, and renumber subsequent Articles. Retain the current Article 4(a)&(b) as a separate article following the new article DIVERSITY, EQUITY, AND INCLUSION (DEI).*

AGMA acknowledges the right of the EMPLOYER to manage the company, and nothing contained within this Agreement or Individual Artist Agreements shall abrogate the artistic prerogatives of the EMPLOYER, which shall be the sole judge and arbiter of any and all artistic matters.

## **AGMA/UNION RIGHTS**

*Combine/revise Articles 4(f), 7 & 8(a)-(b) as below in the new Article 5, AGMA/UNION RIGHTS following the new Article 4, MANAGEMENT RIGHTS, and renumber subsequent Articles.*

- (a) A delegate or representative, duly authorized by AGMA and with the full cooperation of the EMPLOYER:
  - (1) Shall be admitted to any location where ARTISTS are working or are scheduled to work.
  - (2) Shall act as liaison between ARTISTS and AGMA.
  - (3) Shall report any violations of this agreement both to the EMPLOYER and to AGMA.

- (4) Shall conduct meetings pertaining to AGMA business at such times not to conflict with rehearsals or performances, and EMPLOYER will endeavor to make a facility available for such meetings.
  - (5) Shall at all times have the right to bring matters of safety to the attention of EMPLOYER.
- (b) The EMPLOYER agrees not to discriminate against any AGMA member in compensation, performances, engagements or its general relationship with any ARTIST because of any such ARTIST's activities on behalf of AGMA.
  - (c) The AGMA delegate shall have no authority to stop or interfere with any part of any performance or rehearsal or interfere in any way with the performance of the duties of the EMPLOYER except when authorized by the National Office of AGMA to stop professional activities due to lack of payment for services or failure to post a requested bond.
  - (d) AGMA may represent its members in any dispute which may arise with the EMPLOYER. The EMPLOYER shall not dismiss or otherwise penalize any ARTIST for fulfilling their duties or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that the EMPLOYER has given them notice, or otherwise penalized or discriminated against them for fulfilling their duties, either as a delegate or as an AGMA member, may present their case to AGMA which shall give the EMPLOYER an opportunity to be heard. If AGMA is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the ARTIST's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted. If the member's claim is sustained by the arbitrator, they shall be reinstated with back pay from the date of dismissal to the date of reinstatement plus any penalty which the arbitrator deems appropriate in the circumstances.
  - (e) At the beginning of each season, the Employer shall provide AGMA with a list of all ARTISTS, including covers, who will be employed during the season.
  - (f) Within fifteen (15) business days following the last performance of each production, EMPLOYER shall provide the ARTIST and AGMA with the following:
    - (1) PERFORMING PRINCIPAL ARTISTS and STAGE DIRECTORS: statement of fees and per diem.
    - (2) OTHER NON-PERFORMING PRINCIPAL ARTISTS: statement of number of weeks and days worked, fees, overtime, and per diem.
    - (3) CHORISTERS and DANCERS: statement of rehearsal days and rehearsal hours, performance days, performance overtime hours, warm-up hours, costuming hours, fees paid, and overtime paid.

## **JOINT LABOR-MANAGEMENT COMMITTEE**

*Move and revise as below the current Article 45, JOINT LABOR-MANAGEMENT COMMITTEE and insert as the new Article 6 after the new Article 5, AGMA/UNION RIGHTS. Renumber subsequent Articles.*

- (a) The EMPLOYER and AGMA are committed to the success of Opera Philadelphia and its ARTISTS and agree that a good labor-management relationship furthers this goal. To this end, the EMPLOYER and AGMA agree to continue the practice of meeting regularly as a Joint Labor-Management Committee to promote routine problem solving, open communications, respect, transparency, and trust.
- (b) The Joint Committee shall meet bimonthly, or additionally as needed at the request of either party, at a mutually convenient time to discuss and resolve issues affecting the terms and conditions of employment of the AGMA bargaining unit.
- (c) The ARTISTS will be represented by their elected delegates and representatives. The EMPLOYER will be represented by members of the management team, including the Vice President of Artistic Operations and any individuals they deem necessary for the topics being discussed at the meeting. The Employer and AGMA will exchange items for the meeting agenda in advance of the meeting.
- (d) Examples of issues to be discussed include, but are not limited to, items such as scheduling, safety and health protocols and policies (including COVID-19), performance venue conditions, wig and costume issues, production issues (including role classifications), donor and community engagement, digital streaming, financial projections, strategic planning, and diversity, equity, and inclusion (DEI) as more fully described in Article \_ .

## **DEDUCTIONS**

*Revise the current Article 5, DEDUCTIONS as follows:*

- (a) The EMPLOYER agrees to deduct all Social Security, Withholding Taxes, Disability and other payroll deductions and will make such other payments or contributions as may be required by applicable statute (local, state and federal).
- (b) The EMPLOYER agrees that it will deduct (“Check-Off”) from the gross compensation earned and to be earned by each ARTIST covered under this Agreement, for whom there shall be filed with the EMPLOYER a written assignment in accordance with Section 302 of the Labor Management Relations Act, 1947, the applicable “Working Dues” as certified by AGMA to be then in effect. For purpose of calculating such “Working Dues”, meal money, per diem (to the extent provided for in this Agreement), travel expenses, and any compensation earned under the jurisdiction of any union other than AGMA shall not be considered a part of the “gross compensation” and shall not be subject to such deduction. The EMPLOYER shall commence making such deductions with the first wage

payment to be made to such ARTIST following the date of the filing of their written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each ARTIST during the effective term of the written assignment.

Within one (1) week after the end of each payroll period, the EMPLOYER shall remit to AGMA, by check drawn to the order of the American Guild of Musical Artists, or by ACH or wire transfer, the total amount of all deductions made during the said period for all ARTISTS. The EMPLOYER further agrees to deduct from ARTISTS' gross compensation initiation fees, assessments, fines, delinquent payments, or other similar deductions at the direction of and on behalf of AGMA, provided that no later than two (2) weeks prior to the Artist's first performance (or in the event that ARTIST's contract has not been filed in accordance with Article \_ of this Agreement, within two (2) weeks of the date of filing ARTIST's contract with AGMA or as soon as practical):

- (1) AGMA has requested the EMPLOYER to do so in writing and;
- (2) AGMA has sent a notice to the ARTIST in care of the EMPLOYER outlining the nature and the amount of the deduction, instructing the ARTIST to contact AGMA in the case of questions.

The EMPLOYER agrees that, upon written request of AGMA, delinquent dues and initiation fees payable to AGMA shall be deducted from the compensation of ARTISTS and paid by the EMPLOYER to AGMA by separate check.

At the time of such remittance, and together therewith, the EMPLOYER shall also furnish to AGMA a record certifying the names, Social Security numbers and total wages and deductions for the pay period of the ARTISTS on whose account such deductions were made with Basic dues and Working dues listed separately. AGMA shall not require EMPLOYER to provide Social Security numbers for ARTISTS to any person or entity other than the AGMA National Office. AGMA will indemnify the EMPLOYER against all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the EMPLOYER for the purpose of complying with this Article, except to the extent of the EMPLOYER's failure to remit dues deducted and to enforce the deduction and remission of such dues as provided herein.

- (c) The EMPLOYER agrees that a special written assignment in the following form, which may be contained in the Individual Artist Agreement with the EMPLOYER, will be acceptable for the purpose of this Article:

“There shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from the ARTIST's compensation except for 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 not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each successive one (1) year period following the signing of this Individual Artist Agreement or of each successive Collective Bargaining Agreement, whichever occurs sooner. Such revocation shall become effective the first (1<sup>st</sup>) day of the calendar month following its receipt.”

- (d) In addition to the above, the EMPLOYER may adjust ARTIST’s compensation for any lateness.
- (e) No other deductions shall be made from any ARTIST’s compensation.

### **DISCRIMINATION AND HARASSMENT**

*Combine/revise the current Articles 8 & 43 as the new Article, DISCRIMINATION AND HARASSMENT as follows:*

- (a) The EMPLOYER and ARTISTS recognize that mutual respect, a positive atmosphere, and harmonious working relationships are vital to the success of their business and artistic endeavors. The EMPLOYER, therefore, is committed to maintaining a workplace free of all forms of harassment and specifically agrees to work with AGMA to prevent and address these issues at OPERA PHILADELPHIA.
- (b) The EMPLOYER shall not discriminate against any ARTIST on the basis of age, citizenship, color, creed, disability, gender identity or expression, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, or any other protected class.
- (c) Harassment includes, but is not limited to, unwelcome sexual advances, or visual, verbal, or physical conduct of a harassing nature. Harassment also includes intimidation, bullying, or discrimination based on any protected class described above.
- (d) Sexual harassment is a form of discrimination, prohibited by federal and local laws and the EMPLOYER’s policies, including but not limited to Opera Philadelphia’s Code of Conduct. Sexual harassment may involve, but is not limited to, unwelcome sexual advances, requests for sexual favors, coercive conduct by a person in a position of power, and other verbal or physical conduct of a sexual nature when for example:
  - (1) Submission to such conduct is made either explicitly or implicitly a term or condition of engagement; or
  - (2) Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, such as casting or future contracts; or

- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- (e) It is the policy of the EMPLOYER not to condone or tolerate sexual harassment of an employee by supervisors and/or other employees or contractors. The EMPLOYER is committed to assuring that no employee's job status, continued employment, evaluation, promotion, or other aspect of career development will be dependent upon a favorable response to sexual advances or demands; to providing a means of resolving what is considered by the employee to be sexual harassment; and to taking prompt and appropriate action to correct any such situations.
- (f) The EMPLOYER agrees to make all employees, contractors, and volunteers aware of its Harassment Policy and Protocol. The EMPLOYER also agrees to work with AGMA and the Joint Labor-Management Committee to (1) review the form and frequency of anti-discrimination and sexual harassment prevention training; (2) revise and update, as necessary, the EMPLOYER's Harassment Policy and Protocol; and (3) discuss other topics related to providing a safe and appropriate working environment at OPERA PHILADELPHIA.
- (g) Any ARTIST who believes they have experienced or witnessed sexual or other discriminatory harassment is encouraged to report the incident to the EMPLOYER and their AGMA representative. Upon request, an ARTIST who files a complaint or who is accused may be accompanied by an AGMA representative during the initial complaint and the investigatory interview. The AGMA representative may ask clarifying questions during the interview when appropriate. The AGMA representative will not interfere with the interview except to the extent necessary to perform their representational duties, and will not disclose the contents of the interview during the investigation process. The EMPLOYER shall be represented by the General Director, the Vice President of People Operations & Inclusion, or any other representative of management with whom the individual feels comfortable speaking. The EMPLOYER will investigate all reports of harassment as discreetly and confidentially as practicable. Prior to taking any action based on a report of harassment, the EMPLOYER shall consult with AGMA.
- (h) The EMPLOYER and AGMA may meet and attempt to resolve any complaints of harassment or discrimination, however, such discussions shall neither supplant nor constitute remedies which must be exhausted by any party prior to the initiation of other contractual or statutory process. Nothing in this provision is intended to waive an ARTIST's contractual or statutory rights, and no ARTIST will suffer any adverse employment impact for reporting harassment or participating in a harassment investigation.
- (i) No ARTIST will be required to appear in any theater or place of performance where discrimination is practiced against any ARTIST or patron as to admission or seating arrangements based on characteristics in (b) above.

## **DIVERSITY, EQUITY, AND INCLUSION (DEI)**

*Insert a new Article DIVERSITY, EQUITY, AND INCLUSION (DEI) after the Article DISCRIMINATION AND HARASSMENT as follows:*

- (a) The EMPLOYER is committed to a diverse, equitable, inclusive, and accessible workplace and agrees to work with AGMA to positively impact workplace culture, advance equity, and create safe working spaces for Black, Indigenous, and People of Color (BIPOC), Asian American and Pacific Islanders (AAPI), and other artists who have been traditionally excluded or marginalized in the opera industry.
- (b) DEI issues will be on the standing agenda of regular Joint Labor-Management Committee meetings.
- (c) At the outset of their engagement, the EMPLOYER will provide ARTISTS with a copy of its anti-discrimination, anti-harassment, and diversity, equity, and inclusion policies, including the process for reporting any violations of the policies.
- (d) If an ARTIST wishes to make a complaint under one of the EMPLOYER's policies, upon the request of the ARTIST, the EMPLOYER will afford the ARTIST the right to union representation when making the complaint and during the investigatory interviews.
- (e) The EMPLOYER will collaborate with AGMA to explore and utilize best practices in the opera industry regarding topics such as effective training, recruitment, selection, casting, retention, mentorship, advancement, and accessibility for artists who may be traditionally excluded or marginalized in the opera industry. The following is a non-exhaustive list of topics that AGMA and the EMPLOYER will work cooperatively to address:
  - (1) Develop and provide training on DEI topics, Opera Philadelphia-tailored anti-racist practices, cultural competence, and other appropriate training for staff, ARTISTS, and other individuals who regularly work with ARTISTS.
  - (2) Explore and expand the range of outlets to assist in the recruitment of candidates from groups that have been traditionally underrepresented within the opera industry.
  - (3) Utilize a casting process free from bias to the extent possible, while also allowing for role-based artistic decisions.
  - (4) Explore the best means for acknowledging the Lenape people, in recognition of the fact that Opera Philadelphia stands on Lenapehoking, the traditional lands of the Lenape people.
- (f) The EMPLOYER agrees that ARTISTS should be given the tools and preparation necessary to perform with dignity, and as such, visual artists (such as wig and make-up artists, lighting, costume, and set designers) should have the cultural competence and sensitivity to prepare ARTISTS of color for performance. The EMPLOYER will provide costumes, shoes, wigs, hair coloring, make-up (including body make-up and any special

make-up) and hair and make-up instructions for ARTISTS with awareness/sensitivity regarding skin and hair color and type.

- (g) The EMPLOYER affirms that ARTISTS who have been engaged by the EMPLOYER for race-specific roles will be considered for equivalent or greater non-race specific roles.
- (h) The EMPLOYER is committed to diversity and inclusion regarding gender neutral, gender non-conforming, non-binary, and gender variant ARTISTS. Each ARTIST may select their designated personal pronouns.

## **INDIVIDUAL ARTIST AGREEMENTS**

*Revise current Article 12, INDIVIDUAL EMPLOYMENT CONTRACTS as the new Article, INDIVIDUAL ARTIST AGREEMENTS and incorporate Nudity provisions in the CBA as follows:*

- (a) All contracts and agreements made by the EMPLOYER with ARTISTS employed under this Agreement shall be subject to applicable laws, shall conform in every respect to all the provisions of this Agreement, and shall be executed on the current version of AGMA's Individual Artist Agreement (IAA), subject to written additions and/or modifications agreed to by the ARTIST, AGMA, and the EMPLOYER, but in no event inconsistent with the Agreement or less favorable to such ARTIST.
- (b) Fully executed Individual Artist Agreements shall be submitted electronically as individual PDF files by email to [contracts@musicalartists.org](mailto:contracts@musicalartists.org) at least thirty (30) days prior to the first rehearsal of such production, or as soon as practicable. The terms of the Individual Artist Agreement shall be kept confidential and made available only to the National Executive Director or to appropriate AGMA representatives for the conduct of AGMA business. In accordance with current practice, utilization of electronic signature software (such as DocuSign), is an approved method for contract execution.
- (c) Failure of the EMPLOYER to file copies of the Individual Artist Agreements with AGMA shall constitute a breach of contract by the EMPLOYER. In such a breach, the ARTIST may at any time, AGMA consenting, terminate the same without notice, and the EMPLOYER agrees to pay forthwith to the ARTIST, as damages for such breach in full, for all services rendered by the ARTIST to the EMPLOYER, plus any other amounts then owing, not already paid, the total of which being a sum equal to the total amount contracted for in the ARTIST's contract for all performances or weeks of engagement, as the case may be. In no case shall any offsets be allowed to the EMPLOYER for the earnings of the ARTIST in a new or subsequent engagement.
- (d) No ARTIST is permitted to take part in any performance or rehearsal, without first signing an Individual Artist Agreement, which shall specify the opera and roles for which the ARTIST is engaged, the role (if any) which they are understudying, dates of performances, dates during which the ARTIST is required to be available to the EMPLOYER (totality of rehearsal and performance period) and any other services contracted for and covered by this Agreement, such as transportation compensation, per

diem, meal allowance, each of which must be a separate item to be provided in the Individual Artist Agreement form.

- (e) AGMA agrees that if the EMPLOYER shall deliver any executed Individual Artist Agreement to AGMA, and if within thirty (30) days thereafter AGMA shall not have returned it as “Disapproved”, AGMA shall be deemed to have approved any rider, addition, or modification to the aforesaid contract.
- (f) The compensation for ARTISTS shall be “pay or play” and the employment of the ARTISTS shall be non-cancellable unless mutually agreed.
- (g) The ARTIST agrees to be prompt at rehearsals and performances, to pay strict regard to make-up and dress, to perform their services to the best of their abilities and to abide by all reasonable rules and regulations of the EMPLOYER which are not in conflict with AGMA rules or with this Agreement.
- (h) AGMA hereby affirms that nothing contained within this Agreement in any way abrogates the artistic prerogative of the EMPLOYER with respect to casting decisions.
- (i) To the extent that it is knowable at the time, for productions that require portrayal of intimacy (such as scenes involving nudity or partial nudity where intimate body parts will be shown or in a state of undress, or simulated sex acts, etc.) or sexual violence, the EMPLOYER shall provide appropriate notification to all ARTISTS during the hiring process, and at the time of the contract offer and/or issuance of Individual Artist Agreements.
- (j) If it is necessary for a PERFORMING PRINCIPAL ARTIST or DANCER to appear nude or partially nude, they will be notified in advance of accepting the role. For CHORISTERS, appearing nude or partially nude is voluntary. If an ARTIST has agreed to appear in the nude but later wishes to withdraw their consent, the EMPLOYER asks that the ARTIST do so before the first staging rehearsal or as soon as practicable. In all cases, ARTIST’s approval will be required for the usage of images and/or other media material that capture such appearance.
- (k) ARTISTS shall not be requested to audition in a state of undress.

## **INDIVIDUAL ARTIST AGREEMENT – SCHEDULE A TEMPLATE**

*Revise paragraph 6 as follows:*

Artist’s travel arrangements will be made by OP Management in consultation with the Artist or Artist’s agent. Management reserves the right to obtain the least expensive fares available, which may include the use of discounted miles, donated miles, frequent flier miles or other forms of charitable miles. If mutually agreed, the Artist may book their own travel but only after presenting OP Management with their proposed itinerary, which must include the cost of the proposed travel arrangements. Both Management and the

Artist (or Artist's agent) will provide their responses regarding and/or agreement to the Artist's proposed itinerary as soon as practicable. If the parties agree to a stipend or mileage reimbursement (at the allowable IRS rate) in lieu of OP Management booking travel, that amount will equal what the Company would have spent on the least expensive train or airfare.

*Bold the following language, which prefaces paragraph 13:*

The following (13-17) are applicable to all Artists except for Production Stage Directors, Choreographers, Stage Managers and their assistants:

*Revise paragraph 15 as follows:*

Without prior written approval from Management, leading roles, as defined by Schedule C, may not be engaged to perform in any other opera within the tri-state area (Delaware, Eastern Pennsylvania, Southern New Jersey) during the 6 months prior to the beginning of the contract. Without prior written approval from Management, featured roles as defined by Schedule C, may not be engaged to perform in any other opera within the tri-state area (Delaware, Eastern Pennsylvania, Southern New Jersey) during the 3 months prior to the beginning of the contract.

## **THEATERS WITH LIMITED CAPACITY**

*Eliminate the listing of reduced rates for each ARTIST category for venues with smaller capacity and replace with the following, new Article—TBD.*

For performances in venues with capacity for less than five hundred (500) in audience, the minimum performance, weekly, or hourly rates for ARTISTS shall be twelve percent (12%) less than set forth in **Exhibit**. Such reduction in rates shall not apply to the Academy of Music, Perelman Theater, or any performance venues with capacity for five (500) or more in audience. Rates for per diem, meal allowance (including any travel allowance), AGMA Retirement contribution, Sounds of Learning, or rates not in **Exhibit** may not be reduced based on the size of the performance venue.

## **PAYMENT TO ARTISTS**

*Replace the current Article 15(c) with the following two paragraphs as the new Article 15(c)-(d).*

All payments required to be made by the EMPLOYER to the ARTISTS shall be in United States dollars and shall be payable in cash, by the EMPLOYER's company check, or by direct deposit or wire transfer on the first (1st) business day following the date when the payments are due.

Unless otherwise requested by the ARTISTS, ARTISTS with domestic bank accounts shall be paid via direct deposit and ARTISTS with foreign bank accounts shall be paid via wire transfer. If an ARTIST wishes to be paid via printed check, the request must be made by the ARTIST in writing (via email) at least two (2) weeks prior to the date of payment. An ARTIST may be charged associated bank fees by the ARTIST's bank for wire transfers, and the EMPLOYER will duly notify the ARTIST of such possibility and the deadline by which the requests for printed checks must be made if the ARTIST so chooses.

## **BAGGAGE**

*Revise the current Article 18, BAGGAGE as below:*

- (a) The EMPLOYER shall provide and pay for the transportation of the ARTIST's personal baggage, each bag not to exceed the transportation carrier's standard weight limit (if applicable), up to one hundred and fifty (150) pounds in total weight, to and from the EMPLOYER's City of Origination.
- (b) The EMPLOYER shall be liable for any loss to the ARTIST on account of loss or damage to such baggage (ordinary wear and tear excepted) to a value not in excess of ONE THOUSAND (\$1,000.00) DOLLARS for each ARTIST, provided the ARTIST shall have provided a suitable container therefor and which has been kept locked. This paragraph shall pertain only to owned or chartered means of transportation under the EMPLOYER's control.

## **NURSING PARENTS**

*Insert the following language with the placement of the language TBD:*

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

## **HEALTH AND SAFETY**

*Insert a new Article, HEALTH AND SAFETY before the current Article 28, CLEANLINESS AND FURNISHING OF COSTUMES—ALL ARTISTS as below, incorporating the remainder of the nudity language. Renumber subsequent Articles.*

- (a) The EMPLOYER shall comply with all applicable federal and local ordinances, statutes, rules, and regulations regarding health and safety and take all necessary steps to provide a safe and healthy workplace for all ARTISTS covered by this Agreement.
- (b) All ARTISTS covered by this Agreement will abide by the EMPLOYER's health and safety rules and policies.
- (c) The EMPLOYER and AGMA agree that issues involving health and safety will be promptly addressed.
- (d) The EMPLOYER agrees that if there are any new health and safety risks or developments that may impact the terms and conditions of the engagement of ARTISTS, they will meet with AGMA, as soon as practicable, to discuss the particular risk or development and work collaboratively to develop appropriate responses.
- (e) The EMPLOYER agrees that whenever a production requires stage combat involving hand-to-hand combat, swords, knives, or other similar props, it shall engage a qualified expert (e.g., fight director) who shall be thoroughly familiar with the staging of combat and the proper use and maintenance of combat equipment required in the production.
- (f) The EMPLOYER agrees that when a production requires portrayal of intimacy (such as scenes involving nudity or partial nudity where intimate body parts will be shown, as well as scenes involving simulated sex acts, etc.) or sexual violence, The EMPLOYER shall engage a qualified expert (e.g., intimacy director) to facilitate and/or advise on staging such scenes.
- (g) The EMPLOYER will make best efforts to ensure the safety, comfort and privacy of ARTISTS during rehearsals involving portrayal of intimacy or sexual violence, including but not limited to: closing rehearsals except for essential personnel, exploring rehearsal options with modified clothing, restricting recording and photography in rehearsals, and providing a robe or cover-up for ARTISTS' use. The EMPLOYER and AGMA shall promptly respond to and discuss any concerns that arise regarding such scenes.

*Revise the title of the current Article 28 as CLEANLINESS AND FURNISHING OF COSTUMES, MAKE-UP, AND WIGS – ALL ARTISTS and insert the following as new Article 28(b)&(c). Re-letter subsequent provisions.*

The EMPLOYER will provide each ARTIST with make-up according to design concepts. In selecting the make-up, the EMPLOYER will take into consideration any sensitivities an ARTIST has to the make-up and to the ARTIST's skin tone. If the make-up does not match the ARTIST's skin tone, or causes dermatological sensitivity issues, the EMPLOYER will provide reasonable, acceptable alternative(s) at company expense. If the EMPLOYER fails to provide reasonable acceptable alternatives prior to the first orchestra dress rehearsal, the ARTIST shall be permitted to use their personal make-up and receive a make-up fee of fifty dollars (\$50.00) for the production. It is not the intent of the EMPLOYER or of AGMA to prohibit designs and artistic choices that do not match an ARTIST's skin tone so long as such design is respectful of individual ARTIST and cultural sensitivities.

The EMPLOYER will provide ARTISTS with adequate make-up and hairstyling tutorial or instructions in each production, except when application of such make-up or hairstyling is provided by a professional hair and make-up artist. The make-up and hairstyling instructions and any subsequent notes will be considerate of various skin and hair colors and types of the ARTISTS. The EMPLOYER will notify the ARTISTS in a timely manner if no make-up is needed in a production.

*Revise the current Article 29(l) as follows:*

When ARTISTS are requested to consume or pretend to consume food or drinks in a production, the EMPLOYER will ensure the following food safety standards are met: the EMPLOYER will have first asked for any food allergies and/or dietary restrictions that ARTISTS may have, glassware/dishes/eating utensils that touch ARTISTS' mouths or touch the food that they consume shall be thoroughly washed and sanitized prior to use; food to be consumed by ARTISTS shall be properly stored and protected from contamination; perishable food shall be kept refrigerated except immediately prior to consumption or a maximum of sixty (60) minutes at room temperature; for unpackaged food stage hands shall wear gloves to prevent contamination during handling.

## **REHEARSAL, DRESSING ROOM AND PERFORMANCE FACILITIES AND CONDITIONS**

*Revise the current Article 29(a)-(b) and add new (c)-(d) as below. Re-letter subsequent sections.*

- (a) In each theater where the ARTISTS shall perform there shall be a sufficient number of chairs and functional mirrors for ARTISTS' use in each dressing room, as well as reasonably accessible toilet and washing facilities for all ARTISTS.
- (b) All rehearsal rooms, dressing rooms and toilet facilities shall be maintained in clean condition. All rehearsal rooms, dressing rooms and toilet facilities shall be inspected for cleanliness and appropriate temperature by the EMPLOYER one (1) day prior to the arrival of the chorus for on-stage rehearsals for each production and prior to each subsequent use of the dressing room. If the facilities are not in adequate condition, the EMPLOYER will contact the venue forthwith to notify them that it needs to be rectified immediately. If the venue does not clean the facilities or remedy the temperature prior to the scheduled use, the EMPLOYER will be responsible for cleaning the facilities and/or will make best efforts to remedy the temperature including considerations such as fans, temporary HVAC systems, and/or relocation.
- (c) If the event that the mirrors provided in the dressing rooms are not functional or are otherwise inadequate for ARTISTS to use in their preparations for the stage, the EMPLOYER will provide a sufficient number of temporary mirrors for ARTISTS to use.
- (d) When a production requires use of multiple dressing rooms by the CHORISTERS, the EMPLOYER will examine each dressing room's suitability including but not limited to its working conditions, its proximity to stage, and/or its accessibility, and assign dressing

rooms to CHORISTERS after due considerations to the production needs, such as CHORISTERS' costume and shoe requirements, the number of CHORISTERS in each voice part, and/or assignments of CHORISTER dressing rooms in previous productions. The EMPLOYER shall keep a record of CHORISTER dressing room assignments in its productions (e.g., by voice parts) to ensure that the CHORISTER dressing rooms are assigned in an equitable manner.

## **GRIEVANCE AND ARBITRATION**

*Combine/revise the current Articles 35 & 36 as a single Article, GRIEVANCE AND ARBITRATION as below, and update references throughout the CBA. Renumber subsequent Articles.*

- (a) Any and all disputes, controversies, claims, grievances or allegations of contractual violations arising under this Collective Bargaining Agreement, or an Individual Artist Agreement between the EMPLOYER and an ARTIST, and/or with regard to the interpretation and enforcement thereof, (hereinafter "grievances") and all questions of arbitrability, shall be resolved pursuant to the following Grievance and Arbitration provision, which shall also be deemed to be incorporated by reference into every contract or agreement between the EMPLOYER and a covered ARTIST.
- (b) Any such grievance shall be communicated in writing and directed by AGMA to the EMPLOYER's Vice President of Artistic Operations or by the EMPLOYER to AGMA's National Executive Director, or their respective designees, within thirty (30) days of its occurrence or when such occurrence should reasonably have been known. Thereafter, the EMPLOYER's Vice President of Artistic Operations or their designee and AGMA Staff Representatives shall discuss the grievance informally to try to resolve it to their mutual satisfaction.
- (c) If, within thirty (30) days following the communication of the grievance, informal discussions have not resulted in a settlement of the grievance, then before sixty (60) days following the communication of the grievance, the EMPLOYER's Vice President of Artistic Operations and AGMA Staff Representatives shall meet, along with other representatives of the EMPLOYER and AGMA, as appropriate, to attempt to resolve the grievance in a formal grievance meeting. If that meeting fails to occur or if no resolution of the grievance can be reached by the sixtieth (60<sup>th</sup>) day, then either party can refer the grievance to final and binding arbitration. For purposes of this provision, days shall mean calendar days.
- (d) Any such arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and shall be held in Philadelphia, Pennsylvania, or by video technology, if the parties agree. The Arbitrator's decision and award shall be final and binding. The Arbitrator's fees and any AAA fees shall be borne equally by the EMPLOYER and AGMA. The Arbitrator shall not be empowered to change any provision of the collective bargaining agreement or any provision of any contract or

agreement between the EMPLOYER and an ARTIST but shall determine whether or not a violation or breach of such agreement(s) has occurred and, if so, what remedy shall be ordered.

- (e) Either party may request a change in the timelines set forth above by five (5) additional days with written mutual agreement, which shall not be unreasonably withheld.

### **YOUNG ARTIST PROGRAMS**

*Delete the current Article 27(i)(1) and add the following new language as a separate article following the current Article 27, CHORISTERS—e.g., Article 28, YOUNG ARTIST PROGRAM.*

The EMPLOYER and AGMA acknowledge that Opera Philadelphia does not currently maintain a Young Artist Program. If Opera Philadelphia resumes a Young Artist Program or any similar such program in the future, ARTISTS in the program who perform in Opera Philadelphia productions shall be issued Individual Artist Agreements and receive no less than the minimum compensation provided for ARTISTS in this Agreement. Compensation paid to such ARTISTS shall in all instances be in addition to, and may not be credited against, any fees or stipend that they receive as participants in the Young Artist Program.

### **ENGAGEMENT OF ALIEN ARTISTS**

*Delete the current Article 32, ENGAGEMENT OF ALIEN ARTISTS.*

## **II. PERFORMING PRINCIPAL ARTISTS**

### **PAYMENT TO ARTISTS**

*Delete the current Article 15(a), and revise the article to begin as follows and re-letter subsequent provisions.*

- (a) PERFORMING PRINCIPAL ARTISTS engaged on a per performance basis shall be paid no later than the beginning of each performance, unless otherwise agreed upon in ARTIST's Individual Artist Agreement.
- (b) If requested by the ARTIST, a PERFORMING PRINCIPAL ARTIST shall have the option to receive up to twenty percent (20%) of their total fees upon their arrival in the EMPLOYER's City of Origination. The remaining fees (i.e., eighty percent (80%) of the total) shall be divided by the number of contracted performances and be paid in equal amounts during each performance. The EMPLOYER shall notify the ARTIST that if the

ARTIST chooses not to fulfill the terms of their contract (e.g., failure to attend rehearsals or performances), the EMPLOYER may request a refund from the ARTIST for the monies advanced to the ARTIST minus all earned fees and applicable per diem in accordance with this Agreement, to be submitted within thirty (30) days of such request unless mutually agreed to by the ARTIST and the EMPLOYER. The Parties agree that such requests will be made as soon as practicable.

*Add below language following the current Article 15(f):*

At the time of contracting, each PERFORMING PRINCIPAL ARTIST engaged by the EMPLOYER shall be provided an estimated breakdown of the per diem in their Individual Artist Agreement based upon the expected number of days in residence. This estimated breakdown may differ from the final breakdown that will be provided to the ARTIST pursuant to the provision above.

*Revise the current Article 23, PERFORMING PRINCIPAL ARTISTS – MINIMUM PERFORMANCE AND REHEARSAL COMPENSATION AND REHEARSAL PROVISIONS as follows:*

(a) MINIMUM COMPENSATION

(1) The minimum compensation of PERFORMING PRINCIPAL ARTISTS, who are engaged on a per performance basis, shall be based upon the Classification of Roles in Schedule C. The ARTISTS shall receive no less than the compensation set forth in Exhibit \_ for each performance, and shall be guaranteed at least one performance fee at the minimum rate for each week of engagement. For the sake of clarity, this paragraph shall not be construed to require the EMPLOYER to provide a minimum specific number of guaranteed performances in a production, other than as may be agreed to by the ARTISTS and the EMPLOYER in the Individual Artist Agreements.

(b) COVERS

(1) ARTISTS will be paid no less than one-half (1/2) the minimum per performance compensation for each performance covered. In addition, if the ARTIST performs the role, the ARTIST shall be paid no less than the Balance of the minimum compensation due for that performance.

(2) In engaging COVERS for a production, the EMPLOYER may engage ARTISTS as Off-Site COVERS who are not required to attend rehearsals or performances, or otherwise be available to the EMPLOYER except to the extent of holding the dates and times of dress rehearsals and performances in their schedule, in case it becomes necessary for them to step in to perform in an emergency.

(3) Contract period for Off-Site COVERS may not begin earlier than the first dress rehearsal and shall end following the final performance of the production. Contract period for regular COVERS shall remain as the entirety of the rehearsal

and performance period, during which the COVERS shall be expected to attend and be available for all applicable rehearsals and performances.

- (4) When an ARTIST who is engaged as an Off-Site COVER is requested by the EMPLOYER to attend rehearsals or performances, such ARTIST shall be issued a new Individual Artist Agreement reflecting the change, and all applicable minimum provided in this Agreement shall apply as if the ARTIST was engaged for the entirety of the rehearsal and performance period.
- (5) For operas that are infrequently performed, the EMPLOYER may only engage an ARTIST as an Off-Site COVER for Leading and Featured roles provided that the ARTIST has performed the role within three (3) years preceding the first performance of the EMPLOYER's production.
- (6) The EMPLOYER may not engage an ARTIST as an Off-Site COVER for world or U.S. premieres, or for any role(s) that the ARTIST has not already performed. COVERS in such productions shall in all instances be engaged as regular COVERS.
- (7) All terms and conditions of this Agreement shall apply to COVERS.

(c) PER DIEM

- (1) Per diem payments shall be made at a rate no less than indicated on **Exhibit** when a PERFORMING PRINCIPAL ARTIST is working for the EMPLOYER beyond a fifty-five (55) mile radius of the ARTIST's domicile.
- (2) When the EMPLOYER provides (or is prepared to provide) suitable lodging, MANAGEMENT may satisfy the per diem requirement herein by the payment of an amount equal to the daily meal allowance provided for in **Article 19** hereof.
- (3) This per diem or meal allowance is in addition to any rehearsal compensation to which the ARTIST is entitled.

(d) RETIREMENT PLAN

On behalf of each PERFORMING PRINCIPAL ARTIST, the EMPLOYER agrees to contribute amount indicated below per performance, up to a maximum of eight (8) performances per production, to AGMA Retirement Plan. Payments shall be made no later than the fifteenth (15<sup>th</sup>) day of the month following the final performance of the production.

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
AGMA Retirement Plan	\$26.00	\$28.00	\$30.00

(e) REHEARSAL PROVISIONS

(1) Rehearsals during Rehearsal Weeks

PERFORMING PRINCIPAL ARTISTS may rehearse no more than thirty-six (36) hours per week nor more than six (6) hours per day during a six (6) day rehearsal week. If the weekly or daily hourly limitations for rehearsal are exceeded, excess hours shall be considered “overtime” and shall be paid at the overtime rate indicated on Exhibit \_.

(2) Rehearsals during Performance Weeks

The EMPLOYER shall be entitled to not more than four (4) hours of uncompensated rehearsal during any performance week. No rehearsals shall be scheduled within two (2) hours of an ARTIST’s make-up call prior to a dress rehearsal or performance, except in emergency cases or unless requested by the ARTIST. All hours of rehearsal scheduled in excess of the four (4) hours permitted above shall be paid at the hourly rehearsal rate indicated on Exhibit \_.

(3) Rehearsals for PERFORMING PRINCIPAL ARTISTS engaged on a Per Performance Basis

PERFORMING PRINCIPAL ARTISTS engaged by the EMPLOYER on a Per Performance basis may be required to rehearse without compensation not more than three (3) hours prior to each specific single performance of a production for which they are engaged. In no event may any PERFORMING PRINCIPAL ARTIST rehearse more than a total of six (6) uncompensated hours per production. All additional hours of rehearsal shall be paid at the hourly rehearsal rate indicated below.

(4) General Rehearsal Provisions

- (A) No rehearsal shall end later than 11:30 p.m. except dress rehearsals, which may last until 12:30 a.m.
- (B) During each week each PERFORMING PRINCIPAL ARTIST shall receive one (1) Free Day during which no services shall be required of the ARTIST.
- (C) ARTISTS singing Leading or Featured roles shall not be called for any rehearsal on a performance day, except in emergency cases or unless otherwise requested by the ARTIST.
- (D) No rehearsal or performance shall be scheduled sooner than twelve (12) hours following the end of the preceding evening’s rehearsal or performance, except in emergency cases or unless otherwise requested by ARTIST. When the preceding rehearsal or performance requires make-up, the twelve (12) hour period shall commence one-half (1/2) hour after dismissal from the stage.

- (E) No rehearsal shall be scheduled before 10:00 a.m.
  - (F) The call for a dress rehearsal shall start one-half (1/2) hour prior to the call to report on-stage and shall be included in computing the total hours of rehearsal permitted herein. In addition, one-half (1/2) hour following dismissal from the stage for the removal of costumes and make-up shall be included when computing (calculating) total hours of rehearsal.
  - (G) PERFORMING PRINCIPAL ARTISTS shall be allowed a rest period during musical and staging rehearsals which shall accrue at the rate of five (5) minutes per hour. If a rest period is taken during the first hour of rehearsal, it shall last no more than five (5) minutes. A musical or staging rehearsal may not go longer than ninety minutes without a break, which then shall last at least ten (10) minutes, but no more than fifteen (15) minutes in length, at the EMPLOYER's discretion. No rest period is to begin at the beginning of rehearsal.
  - (H) Any PERFORMING PRINCIPAL ARTIST who has given birth to a child within one year prior to their engagement shall be entitled to receive one rest period of at least twenty (20) minutes within each rehearsal (which may run concurrently with any other rest period) to be used by the ARTIST to express breast milk.
  - (I) Costume and wig fittings and scheduled traditional media interviews shall be included when computing (calculating) total hours of rehearsal. Coaching sessions requested by the ARTIST shall be excluded when calculating total weekly rehearsal hours.
  - (J) The notice of the call for the next succeeding rehearsal period must be posted by the end of the preceding rehearsal period, or by 7:00 p.m. on the preceding day, whichever is earlier.
- (5) Hourly Rehearsal and Overtime
- (A) When the hourly rehearsal rate is indicated, no less than the rate per hour on **Exhibit \_** shall apply.
  - (B) When overtime is indicated, no less than the rate per hour on **Exhibit \_** shall apply. Such overtime compensation shall be computed in quarter (1/4) hour segments.

### **III. NON-PERFORMING PRINCIPAL ARTISTS**

#### **NON-PERFORMING PRINCIPAL ARTISTS**

Revise the current Articles 25, NON-PERFORMING PRINCIPAL ARTISTS as follows:

(a) STAGE DIRECTORS and CHOREOGRAPHERS

- (1) The minimum compensation of STAGE DIRECTORS and CHOREOGRAPHERS shall be on a weekly basis, as indicated on Exhibit \_.
- (2) Per diem payments shall be made as indicated on Exhibit \_ when the STAGE DIRECTOR OR CHOREOGRAPHER is working beyond a fifty-five (55) mile radius of the ARTIST's domicile. If the EMPLOYER provides housing with cooking facilities, then the per diem payment shall be reduced by fifty percent (50%):
- (3) Should the STAGE DIRECTOR be required to rehearse alternate casts, provisions shall be made in the ARTIST's Individual Artist Agreement.
- (4) In recognition of the unique nature of the positions, STAGE DIRECTORS and CHOREOGRAPHERS are not subject to the rehearsal limitations or the overtime provisions contained elsewhere in this Agreement. However, the EMPLOYER shall assign only reasonable and industry-accepted hours and responsibilities. Nothing in this Article shall abrogate the rights of the STAGE DIRECTORS or CHOREOGRAPHER with regards to the other provisions of this Agreement including but not limited to Grievance and Arbitration, Force Majeure, and the like.
- (5) STAGE DIRECTORS and CHOREOGRAPHERS hired on a per production basis will be paid a per production fee based on the number of weeks worked. After two (2) full weeks of work, the STAGE DIRECTOR or CHOREOGRAPHER hired on a per production basis will be paid one-quarter (1/4) of their fee. The remainder shall be paid at the final dress rehearsal.
- (6) All company, dress and/or studio rehearsals shall be compensated in accordance with the schedule set forth in Article 27(c)(1)(B) and (C) and 27(c)(2)(A) hereof.
- (7) On behalf of each STAGE DIRECTOR and CHOREOGRAPHER, the EMPLOYER agrees to contribute amount indicated below per performance, up to a maximum of eight (8) performances per production, to AGMA Retirement Plan. Payments shall be made no later than the fifteenth (15<sup>th</sup>) day of the month following the final performance of the production.

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
AGMA Retirement Plan	\$26.00	\$28.00	\$30.00

- (8) ARTISTS may not be required to work more than two (2) three (3) session rehearsal days in a row. A session is defined as a staging or dance rehearsal in the rehearsal room of at least two and one-half (2.5) hours in duration with an adjacent meal break.

(b) PRODUCTION STAGING STAFF

- (1) "PRODUCTION STAGING STAFF" is defined as STAGE MANAGERS, ASSISTANT STAGE MANAGERS and ASSISTANT STAGE DIRECTORS.
- (2) STAGE MANAGERS and their Assistants (ASSISTANT STAGE MANAGERS) are those persons hired by the EMPLOYER to be responsible for the coordination and operation of rehearsals and performances as directed by the EMPLOYER. Further, the STAGE MANAGER will be responsible for "calling" those rehearsals and performances on the stage in the theater.
- (3) The minimum compensation for PRODUCTION STAGING STAFF shall be on a weekly basis as indicated on Exhibit \_.
- (4) Per diem payments shall be made as indicated on Exhibit \_ when PRODUCTION STAGING STAFF is working beyond a fifty-five (55) mile radius of the ARTIST's domicile. If the EMPLOYER provides housing with cooking facilities, then the per diem shall be reduced by fifty percent (50%):
- (5) Rehearsal week for PRODUCTION STAGING STAFF shall be defined as any week where no performances are given, including one (1) Free Day during which no services shall be required of the ARTIST.
- (6) Rehearsal week shall consist of fifty-four (54) hours. In any week in which the fifty-four (54) hours are exceeded, the individual shall be paid the overtime rate as indicated on Exhibit \_ for every hour beyond fifty-four (54) hours in the week.
- (7) PRODUCTION STAGING STAFF shall not be required to work more than ten (10) hours in each day without an additional penalty fee per hour, equal to the overtime rate, in quarter (1/4) hour segments.
- (8) No rehearsal or performance shall be scheduled sooner than eleven (11) hours following the end of the preceding day's rehearsal or performance. Any infringement of this eleven (11) hour gap shall be compensated at the overtime rate in quarter (1/4) hour segments. PRODUCTION STAGING STAFF must receive approval from the EMPLOYER prior to any work that will infringe on the eleven (11) hour gap. Any such pre-approved infringement of this eleven (11) hour gap shall be compensated at the overtime rate in one-quarter (1/4) hour segments.
- (9) PRODUCTION STAGING STAFF are entitled to a minimum of one-hour meal break between the morning and afternoon rehearsal, and between the afternoon and evening rehearsal which is not included in the ten (10) hours per day mentioned above. This shall also apply to performances. If PRODUCTION STAGING STAFF is required to be present for more than five (5) consecutive hours, they shall be compensated in one-quarter (1/4) hour increments at the overtime rate for all time worked in excess of five (5) hours until a meal break is provided. Performances, where the performance is the only call for the day, are

excluded from this provision. If PRODUCTION STAGING STAFF is required to perform any services during the meal break, the employee will be paid one (1) hour at the overtime rate. Employee must get approval from the EMPLOYER before incurring a meal penalty.

- (10) The call for ASSISTANT STAGE MANAGERS shall be a minimum of one-quarter (1/4) hour before the first rehearsal of the day. Additionally, for staging rehearsals involving chorus ASSISTANT STAGE MANAGERS shall be allowed one-quarter (1/4) hour of prep time in the rehearsal space prior to the start of the rehearsal, which shall not be infringed upon by their required meal break.
- (11) Performance weeks for PRODUCTION STAGING STAFF shall consist of seven (7) performances or services and one Free Day per week. Performances, Dress Rehearsals and Technical Rehearsals shall all count as services. In computing overtime hours these services shall count as not less than four (4) hours each.
- (12) PRODUCTION STAGING STAFF shall not be required to perform as a singer or supernumerary, except in cases of emergency, in which case they shall be paid no less than the minimum performance fee of the ARTIST they are replacing for each such performance in addition to their own weekly compensation. When PRODUCTION STAGING STAFF performs as a supernumerary (i.e., in costume) during any performance or dress rehearsal, they shall receive twenty dollars (\$20.00) for each such performance or rehearsal in addition to their regularly weekly compensation.
- (13) On behalf of each PRODUCTION STAGING STAFF, the EMPLOYER agrees to contribute five percent (5%) of gross compensation to AGMA Retirement Plan. Payments shall be made no later than the fifteenth (15th) day of the month following the final performance of the production.

(c) ENGAGEMENT

- (1) No later than forty-five (45) days following the last performance of the season, the Joint Committee shall meet to review and assess whether engagement of additional PRODUCTION STAGING STAFF is necessary for the upcoming season. Factors to be considered by the EMPLOYER and AGMA include, but are not limited to, the size of the venue, the presence of a chorus, dancers, or supers, the number of points of entry and exit, the complexity of technical aspects, and the cast size. The EMPLOYER shall not unreasonably reject the recommendations made by AGMA as the result of this meeting. The final employment decisions shall be made by the EMPLOYER.
- (2) Under no circumstances shall representatives of the EMPLOYER be permitted to do the work of PRODUCTION STAGING STAFF except in emergency cases (e.g., last-minute illness of the STAGE MANAGER prior to a performance).
- (3) The EMPLOYER agrees to notify each season's PRODUCTION STAGING STAFF whether they'll be reengaged for the following season and provide them

with written offers of engagement no later than March 15<sup>th</sup> or one (1) week following the announcement for the following season, whichever comes later, except for PRODUCTION STAGING STAFF who will not have begun working for the EMPLOYER, who shall be notified no later than one (1) week following the last performance of the production that they work in.

- (d) If any PRODUCTION STAGING STAFF is required by the EMPLOYER to work more than ten (10) consecutive days without a Free Day, each such additional day shall be compensated at one and one-half (1 1/2) times one-sixth (1/6) of their weekly salary in addition to their regular weekly salary until a Free Day is given.
- (e) EMPLOYER will use best efforts to provide NON-PERFORMING PRINCIPAL ARTISTS with information about affordable rentals or other suitable housing alternatives in response to requests to the **Production Manager**. The EMPLOYER shall inform all NON-PERFORMING PRINCIPAL ARTISTS that such assistance will be provided upon request.
- (f) PRODUCTION STAGING STAFF shall be engaged for not less than one (1) week (six working days and one Free Day), compensated at the applicable rate, prior to the first scheduled PERFORMING PRINCIPAL ARTIST rehearsal or Chorus Staging Rehearsal, whichever comes first. If PRODUCTION STAGING STAFF is unavailable for the required prep week, the EMPLOYER may, in its discretion, waive some or all of the required prep time in order to accommodate the unavailability of the employee. In those circumstances, and upon mutual agreement between the ARTIST and the EMPLOYER, some or all of the required preparation may be performed remotely. Under no circumstances will the EMPLOYER require any work to be performed remotely without compensation, nor will employees perform any remote work without advance approval from the EMPLOYER.
- (g) During rehearsal sessions PRODUCTION STAGING STAFF shall be allowed rest periods of five (5) minutes for every hour of rehearsal.
- (h) Any NON-PERFORMING PRINCIPAL ARTIST who has given birth to a child within one year prior to their engagement shall be entitled to receive one rest period of at least twenty (20) minutes within each rehearsal (which may run concurrently with any other rest period) to be used by the ARTIST to express breast milk.
- (i) All NON-PERFORMING PRINCIPAL ARTISTS shall be listed in the program and on the Opera Philadelphia website.
- (j) PRODUCTION STAGING STAFF shall be paid pursuant to the EMPLOYER's biweekly payroll schedule.
- (k) ARTISTS may not be required to work more than two (2) three (3) session rehearsal days in a row. A session is defined as a staging or dance rehearsal in the rehearsal room of at least two and one-half (2.5) hours in duration with an adjacent meal break.

## IV. CHORISTERS

### CHORISTERS

*Revise the current Articles 27, CHORISTERS as follows:*

CHORISTERS shall be employed on a per performance basis, on the terms as hereinafter set forth:

(a) COMPENSATION:

- (1) For each performance of opera, the EMPLOYER agrees that it will compensate each CHORISTER not less than the amount indicated on **Exhibit \_**:
- (2) The Employer agrees to pay CHORISTERS for all performance fees pursuant to its biweekly payroll schedule.
- (3) Full per diem payment, as set forth on **Exhibit \_**, for each per performance to ARTIST shall be made in addition to the ARTIST's per performance compensation when the ARTIST is required to perform fifty-five (55) miles outside of the EMPLOYER's city of origination and is required to remain overnight.
- (4) If a CHORISTER is required to be on stage and not singing during a period which is not required musically or dramatically by the score, the CHORISTER will be paid the supernumerary fee for such non-singing appearance in addition to performance pay. However, in no event will a CHORISTER be compensated as a supernumerary for an appearance on stage in an Act in which the CHORISTER is required to sing.
- (5) In addition to the CHORISTER's per performance compensation, the EMPLOYER agrees to compensate each CHORISTER at not less than the amount indicated on Exhibit \_ per hour of rehearsal or fifteen (15) minute increment thereof. The EMPLOYER agrees to prepare an addendum to all individual contracts of all CHORISTERS which sets forth the length of rehearsals.
- (6) The EMPLOYER agrees to pay CHORISTERS for all rehearsal hours pursuant to its bi-weekly payroll schedule.

(b) REHEARSAL PROVISIONS:

- (1) CHORISTERS may rehearse no more than thirty (30) hours per week nor more than six (6) hours per day during a six (6) day rehearsal week. If the weekly or daily hourly limitations for rehearsal are exceeded, excess hours shall be

considered “overtime” and shall be paid at a rate that is not less than time and one-half the regular rehearsal rate.

- (2) The EMPLOYER agrees that for any technical or dress rehearsal hours over four (4) hours, it will compensate each CHORISTER no less than the overtime rate set forth above.
- (3) The parties agree that overtime for orchestra dress rehearsals shall commence after four and one-half (4 1/2) hours.
- (4) No rehearsal scheduled for CHORISTERS shall be less than two (2) hours in length. The EMPLOYER will make every effort to schedule rehearsals to minimize travel and parking expenses for CHORISTERS.
- (5) No rehearsal may be called within two (2) hours of the beginning of the performance, or on a two-performance day.
- (6) No rehearsal shall commence before 10:00 a.m. on any day, or conclude after 11:30 p.m. except dress rehearsals which shall conclude no later than 12:30 a.m.
- (7) There must be a twelve (12) hour gap between the end of a rehearsal or performance and a rehearsal scheduled for the following day.
- (8) In productions with fight scenes, there will be time dedicated to fight rehearsal corresponding to the level of complexity of the fight. Factors to be considered include length of fight, number of artists involved, and whether weapons are involved. In productions where chorus appears at the top of the show, the fight rehearsal schedule will be discussed with the AGMA representative(s) in advance.

(c) **ENGAGEMENT OF CHORISTERS**

- (1) The minimum number of CHORISTERS which the EMPLOYER must engage for each single performance or a single opera shall be as provided in Schedule C – Classification of Roles.
- (2) The minimum number of CHORISTERS which the EMPLOYER must engage shall not be less than twelve (12) for performances at the Academy of Music and eight (8) for smaller venues. Under no circumstances shall EMPLOYER be required to hire a chorus of any size if the score of the opera does not call for a chorus.
- (3) The EMPLOYER has scheduled during the seasons the following operas, for which the EMPLOYER will engage not less than the minimum number of EMPLOYER choristers from the Philadelphia area as set forth in **Article 27** hereof which shall be a balanced chorus from each voice category, as hereinafter stipulated:

SEASON/OPERA

SCH C

2023-24	
<i>Simon Boccanegra</i>	48
<i>10 Days in a Madhouse</i>	9*
<i>Madama Butterfly</i>	21
2024-25	
<i>The Listeners</i>	32*
<i>Anonymous Lover (L'amant anonyme)</i>	12
<i>Don Giovanni</i>	16
2025-26	
<i>Carmen</i>	36
Winter (concert), TBD – Academy of Music	TBD
Spring, TBD – Academy of Music	TBD

\*New works, minimum TBD

- (4) No auditions will be required by AGMA for the substitute CHORISTERS until the regularly scheduled Spring/Summer auditions for new members.
- (5) CHORISTERS to be engaged for the upcoming year shall be sent their respective contracts by the EMPLOYER no later than June 30 of that year.
- (6) The parties shall meet and attach hereto a supplemental agreement for the following season schedule.
- (7) It is agreed that if the EMPLOYER or any subsidiary company presents any operas not on the regular schedule that the compensation and numbers of CHORISTERS and DANCERS to be used will be subject to negotiation between the parties hereto.
- (8) The EMPLOYER roster as of September 30 shall be supplied to AGMA and will be the official basis for the selection of CHORISTERS to satisfy the minimum requirements set forth in Article 27. In addition to the above required engagement of the appropriate minimum number of CHORISTERS, the EMPLOYER may be permitted to add any number of additional EMPLOYER CHORISTERS from the EMPLOYER chorus roster, of its own selection, who shall be compensated at not less than the appropriate minimum performance and rehearsal fees. All CHORISTERS must be engaged upon the AGMA Individual Artist Agreement form and a copy filed with AGMA.

Additional substitute CHORISTERS not on the official roster may be engaged during the season only if no regular members are available or meet the race requirements of the role. It is agreed, however, that the EMPLOYER shall notify AGMA of any additions to the production roster of CHORISTERS no later than seven (7) days prior to the first rehearsal. The EMPLOYER shall notify AGMA prior to May 1 if it intends to hire additional substitute CHORISTERS for the following season due to the race requirements of the role. In addition, where the

score of a production requires specialized vocal technique (for example, extended, gospel or early music), notice shall be given to AGMA at the time the repertoire for the season is determined by the EMPLOYER. AGMA shall be given the opportunity, upon its request, to meet with the EMPLOYER to review the part so identified and the requirements of the score. Thereafter, the part so identified shall first be offered to CHORISTERS on the roster who shall have a right of first refusal. If requested by either the CHORISTER or the Chorus Master, the CHORISTER shall be given the opportunity to audition, with reasonably sufficient time to prepare, before the Chorus Master for the part. Provided the notice, offer and audition process set forth herein are followed, if no CHORISTER on the roster expresses an interest in the part or is determined to be artistically appropriate for the part, the EMPLOYER may hire an additional substitute CHORISTER not on the official roster. Notwithstanding the use of a CHORISTER not on the official roster, all terms of this Agreement shall apply.

- (9) CHORISTERS, active common pool. Each new or non-probationary CHORISTER who accepts a contract shall be guaranteed employment in at least one (1) production the following season. CHORISTERS shall have no fewer than twenty-one (21) days to respond to a contract offer. CHORISTERS shall be divided into three (3) categories according to their years of service with the EMPLOYER:

A Chorister – 10 or more years of service

B Chorister – 5-9 years of service

C Chorister – 0-4 years of service

Leaves of absence and periods of probation shall not be considered as a break in service or count towards years of service.

For each season, the EMPLOYER shall offer contracts to CHORISTERS by June 30 for each production in the following ratio: A Choristers 40%, B Choristers 35%, C Choristers 25%. If there are insufficient choristers on the roster in a category to meet this ratio, or an insufficient number of CHORISTERS in a category to meet this ratio accept the initial offer of a contract, the EMPLOYER shall have sole discretion in selecting CHORISTERS to fill the percentage applicable to that category. If a percentage results in a fraction, it shall be rounded up or down to the nearest whole number. For productions of *Porgy and Bess* and *Margaret Garner*, this ratio shall not apply as long as all African-American members on the roster are offered a contract.

All productions within the Fall Festival will count as a single production for the purpose of applying the seniority ratios above. But if there are three (3) or more productions during the fall festival requiring chorus, the Academy production will stand alone for the purpose of applying the seniority ratios.

- (10) CHORISTERS who have been on the roster continuously for five (5) years or more may request and will be granted a leave of absence for one (1) season. All

requests by eligible CHORISTERS will be granted by the EMPLOYER. Each CHORISTER will be eligible to take a leave of absence only once in every five (5) year period. If a CHORISTER does not sing during a season due to an unavoidable problem (e.g., family or medical emergency) and the CHORISTER is not eligible for a leave of absence under this Article 27(d)(11), the CHORISTER shall not be entitled to a leave of absence for five (5) more years. If a CHORISTER does not sing in another season due to their cancellation of a contract before they are again eligible for a leave of absence, the CHORISTER will be dismissed from the roster. This language shall not in any way bar a singer from auditioning in the future and shall not be a basis for non-selection after audition.

- (11) The EMPLOYER may engage child CHORISTERS, whenever the original score of an opera so requires, to sing the children's chorus. No terms or conditions of the Agreement shall apply to the engagement of such child choristers.
- (12) The EMPLOYER agrees to supply an approved list of CHORISTERS for each opera to the AGMA staff representatives and CHORISTER Delegates by September 30 of each year.

(d) PROBATIONARY PROVISIONS

- (1) CHORISTERS, Probationary. A probationary CHORISTER is one who is newly auditioned and has been accepted by the EMPLOYER or an active CHORISTER whose performance has been considered unsatisfactory by the EMPLOYER.
- (2) CHORISTERS, New Probationary. New CHORISTERS will be on probation for one season. During the probationary season, the new CHORISTER shall sing in at least one (1) opera. At the end of the probationary season, the new CHORISTER may be required to reaudition. After the reaudition, if required, the EMPLOYER shall determine whether to elevate the new CHORISTER to non-probationary status or to terminate. No new CHORISTER shall serve two (2) consecutive probationary seasons. All probationary seasons for new CHORISTERS shall commence as of September 1.
- (3) CHORISTERS, Unsatisfactory Performance Probation. The basis of probationary status for Opera Philadelphia CHORISTERS may be vocal performance, stage performance, professional behavior, or lack of memorization as provided in Article 27(e)(7) herein. CHORISTERS on probation for unsatisfactory performance will not be entitled to any guarantee of performances.
- (4) Vocal Probation:
  - (A) If a CHORISTER manifests a vocal problem, they may be given a written warning specifically describing the problem and a copy shall be provided to AGMA. There shall be no warning without just cause. The warning shall continue in effect until the end of the current season or through the next contracted opera, whichever is later. If the problem is resolved, the

warning is removed. If the problem continues, the CHORISTER may be placed on probation. Probation may be imposed during the next production in which the CHORISTER performs following the warning. However, probation cannot commence until the CHORISTER has performed in the complete production after the warning, unless the CHORISTER is scheduled for a reaudition at the end of the season in which they receive the warning, as set forth in Article 27(e)(4)(C) below. If a CHORISTER is placed on probation, probationary status shall commence immediately following the last performance of the production. There shall be no probation without just cause and only after consultation with AGMA representatives. Written notice shall be given to the CHORISTER and to AGMA specifically describing the reason for probation. At the conclusion of the season in which the CHORISTER is placed on probation, they will be required to reaudition. After reaudition, and consultation with AGMA (pursuant to 27(f)(5)), the EMPLOYER in consultation with AGMA will decide whether to remove the CHORISTER from probation or dismiss the CHORISTER from the roster. There shall be no warning, probation or dismissal without just cause and warnings, probation and dismissals shall be subject to the Grievance and Arbitration provisions set forth in Articles 35 and 36.

- (B) If probation is imposed during the last production of the season, the CHORISTER can choose whether to reaudition in the spring or fall. If the CHORISTER chooses the fall, offers made before the reaudition shall be conditioned upon passing the reaudition.
- (C) If a CHORISTER is given a warning during the year in which they are regularly scheduled to reaudition, the EMPLOYER may, in consultation with AGMA, make its decision with respect to probation after the regular reaudition. If the CHORISTER is placed on probation following a May reaudition, they shall be required to give a final reaudition in August.

(5) Non-Vocal Probation:

- (A) If a CHORISTER engages in unsatisfactory conduct not involving vocal performance, they may be given a written warning. The written warning shall specifically describe the conduct for which the warning is being given and a copy will be sent to AGMA staff representatives. No warning shall be given without just cause. The warning shall continue in effect until the end of the current season or through the next contracted opera, whichever is later. If the problem is resolved, the warning is removed. In the event of a reoccurrence of unsatisfactory conduct, the CHORISTER may be placed on probation. A CHORISTER placed on probation shall receive a written notice of the probation, specifically describing the conduct for which probation has been imposed and a copy shall be provided to AGMA. No CHORISTER shall be placed on probation without just cause and only after consultation with AGMA staff

representatives. Probation shall end at the end of the season in which it is imposed, unless probation is imposed during the last contracted opera, in which case it shall end at the end of the following season. In the event of reoccurrence of unsatisfactory conduct after the CHORISTER has been notified that they have been placed on probation, they may be removed from the roster. Written notice of such action shall be provided to the CHORISTER, specifically describing the conduct which is the basis for the action, and a copy provided to AGMA. No CHORISTER shall be removed from the roster without just cause and only after consultation with AGMA staff representatives. Warnings, probation and removal from the roster shall be subject to the Grievance and Arbitration provisions of this Agreement.

- (6) The probation list for Opera Philadelphia CHORISTERS (excluding those newly auditioned and accepted CHORISTERS) for each succeeding season shall not exceed fourteen percent (14%) of the number of non-probationary CHORISTERS who performed in the prior season.
- (7) Notwithstanding the provisions contained in Article 27(e)(3) above, in the event a CHORISTER evidences a lack of memorization of text and/or music following the second staging rehearsal, the EMPLOYER shall provide a written notice of the deficiency to the CHORISTER, with a copy to AGMA staff representatives. If the CHORISTER is still unprepared by the subsequent first piano technical rehearsal, the CHORISTER shall be reduced to probationary status, without recourse to the Grievance and Arbitration procedure outlined in Articles 35 and 36 of this Agreement.

(e) AUDITIONS

- (1) All CHORISTERS shall be required to reaudition every two (2) years following their first audition with the EMPLOYER. A minimum of two (2) arias shall be required at the reaudition. Following the reaudition, CHORISTERS will be notified of their status with the EMPLOYER for the following two (2) seasons, that is, either probationary or active CHORISTERS. If a CHORISTER is deemed unsatisfactory, and there is no pending prior written warning concerning a vocal problem given to the CHORISTER, they shall be placed on probation. The CHORISTER shall reaudition the following spring. The CHORISTER shall be on probation for the season and remain on the roster but shall not be entitled to a guarantee of performances, as set forth in Article 27(d)(10) herein. At the second reaudition, the EMPLOYER shall decide whether the CHORISTER shall be removed from probation or removed from the roster. All provisions for notice, just cause, consultation with AGMA and Grievance and Arbitration as set forth in Article 35 and 36 shall apply.
- (2) Any CHORISTER who has auditioned and is not satisfied with the decision resulting therefrom, may then, and only then, avail themselves of the Grievance

and Arbitration provision set forth in Article 35, provided that the impartial arbitrator shall have recognized judgment in opera or chorister requirements.

- (3) Auditions and reauditions shall take place between April 1 and June 1 of each year. Failure to appear for a scheduled reaudition on or before June 1 will result in removal from the EMPLOYER Chorus Roster. The EMPLOYER will not schedule reauditions during tech week or on the day following an opening night performance.
  - (4) Two representatives of AGMA, as designated thereby, may witness all final auditions or reauditions in Philadelphia at the option of AGMA.
  - (5) The AGMA representatives and/or Joint Committee, or their designees, shall participate in all formal deliberations designed to determine the continued status of CHORISTERS or DANCERS. This group shall consist of not more than three (3) individuals.
  - (6) All decisions of the EMPLOYER shall be made in good faith and not in an arbitrary, discriminatory or capricious manner.
  - (7) All requests for auditions by CHORISTERS or new applicants shall be made through the EMPLOYER with AGMA cognizance.
  - (8) The CHORISTER may waive AGMA representation at any audition.
  - (9) AGMA may contact EMPLOYER and thereafter notify the CHORISTERS at the beginning of each season regarding solo auditions. Any CHORISTER who would like a solo audition shall send their bio, resume and photo with cover letter indicating membership in EMPLOYER's chorus and their audition request to the audition coordinator. All CHORISTERS will be given consideration for audition depending upon repertoire and open roles; however, receipt of a resume does not guarantee an audition.
- (f) CHORUS/MUTE BITS AND ADDITIONAL SERVICES
- (1) CHORISTERS who perform Chorus/Mute Bit roles shall be compensated per performance at a rate not less than the amount indicated on Exhibit \_.
  - (2) ARTISTS engaged for Chorus Bit roles shall be given the rehearsal schedule at least one (1) week in advance, which may be subject to change.
  - (3) CHORUS SUPERNUMERARY
    - (A) CHORISTERS who perform any supernumerary assignment as differentiated from Chorus/Mute Bit roles shall be compensated per performance at a rate not less than the Additional Services Fee indicated on Exhibit \_.

(4) DANCE PROVISIONS FOR CHORISTERS

- (A) In the event CHORISTERS will be required to dance a choreographed dance in a production, the EMPLOYER agrees to post a list at the beginning of rehearsals in order that CHORISTERS may sign up as volunteers, and the director or chorus master will choose from the list according to the appropriateness of that particular dance, at the Employer's sole discretion. If more dancers are needed, CHORISTERS will be recruited for the dance in the reverse order of seniority.
- (B) It is understood that CHORISTERS may be required to do a variety of basic dance steps (e.g., ballroom, folk, square, minuet, etc.), movement, and choreography. However, only an individual hired as a dancer may be called upon to perform specialized dance choreography, feats requiring specific training (e.g., dance lifts), or choreographed movement to which the ARTIST is required to bring professional movement training, expertise, and experience. The EMPLOYER agrees to engage professional dancers when the repertory selection and/or the artistic prerogative dictate the use of professional dancer.

(5) CHORISTERS who use fight skills in scenes for which a fight instructor has been engaged, or other special talent or skill (e.g., juggling, acrobatics, etc.) shall be provided sufficient rehearsal time including additional rehearsal time, if necessary, for such skills to be used safely.

(6) HEAVY LIFTING

- (A) In the event CHORISTERS will be required to lift another person, the EMPLOYER will post a list at the beginning of rehearsals in order that CHORISTERS may sign up as volunteers, and the director or chorus master will choose from the list, at the EMPLOYER's sole discretion. If more lifters are needed, CHORISTERS will be recruited for the lift in the reverse order of seniority. In no case will a CHORISTER be expected to perform a lift they are incapable of doing or reasonably manage.
- (B) AGREE--In the event CHORISTERS will be required to lift props or set pieces, those weighing more than twenty-five (25) pounds, the EMPLOYER will post a list at the beginning of rehearsals in order that CHORISTERS may sign up as volunteers, and the director or chorus master will choose from the list, at the EMPLOYER's sole discretion. If more lifters are needed, CHORISTERS will be recruited for the lift in the reverse order of seniority. In no case will a CHORISTER be expected to perform a lift they are incapable of doing or reasonably manage.

(7) When CHORISTERS are required to use significant body makeup on their torso below the neckline, on their arm above the elbow, or on their legs, an additional thirty (30) minutes of compensation will be provided for the removal of the body

makeup. No additional compensation is required for body makeup for the sole purpose of covering up an ARTIST's tattoos.

- (8) Any compensation that CHORISTERS receive in accordance with this [Article 27\(f\)](#) shall be paid in addition to the regular CHORISTER compensation that the ARTISTS receive.

(g) REHEARSAL AND PERFORMANCE PROVISIONS

(1) REST PERIODS

- (A) In musical and staging rehearsals for CHORISTERS that are scheduled for less than two and one-half (2.5) hours in length, the total rest period shall be at minimum fifteen (15) minutes. In musical and staging rehearsals for CHORISTERS that are between two and one-half (2.5) to three (3) hours in length, the total rest period shall be at minimum twenty (20) minutes. The additional rest period for any musical or staging rehearsal time beyond three (3) hours shall accrue at the rate of five (5) minutes for each additional half-hour of rehearsal. A musical or staging rehearsal may not go longer than ninety (90) minutes without a break of at least ten (10) minutes in length. No rest period is to be less than ten (10) minutes in length, except in the form of early dismissal, or begin at the beginning of rehearsal.
- (B) CHORISTERS shall be allowed a rest period during piano tech and piano dress rehearsals which shall accrue at the rate of ten (10) minutes per hour. Piano tech and piano dress rehearsals may go no longer than two (2) hours without a rest period of at least fifteen (15) minutes. Rest periods shall start accruing at the beginning of the posted rehearsal time excluding warm up and costuming time, and each subsequent break shall occur no later than ninety (90) minutes following the resumption of rehearsal from the previous break. For piano dress rehearsals, in cases where the chorus is not required on stage within the first ten (10) minutes of an opera, a ten (10) minute break may take place at the start of the rehearsal.
- (C) During orchestra rehearsals, in cases where the chorus is required on stage within the first ten (10) minutes of an opera, the chorus will take their breaks in conjunction with orchestra breaks and which will last the full duration of orchestra breaks regardless of the amount of break time required by this provision. In cases where the chorus is not required on stage within the first ten (10) minutes of an Opera, a ten (10) minute break may take place at the start of the rehearsal. After the initial ten-minute break, the breaks shall follow those taken by the orchestra. However, if the total break time exceeds that required by this agreement, the chorus may be called back prior to the end of the orchestra break with sufficient advance notice to the AGMA reps.

For the final orchestra dress rehearsal, and the orchestra tech rehearsal when there is only one scheduled, where it is desirable to replicate show conditions as closely as possible, if an orchestra break coincides with what will be a performance intermission break, CHORISTERS may be required to change costumes, wig and/or make-up during that concurrent break. Any breaks that may be infringed upon due to this occurrence will be given at the end of the rehearsal.

- (D) For performances, there may be a paid warm-up rehearsal paid at the rate of time and one-half for a period not to exceed one (1) hour. After the chorus has been on stage, there shall be no more warm-up. Lateness to performance warm-ups and/or performance make up/wigs/costuming calls will be deducted in fifteen (15) minute intervals and calculated at time and one half the regular hourly rate.
  - (E) For dress rehearsals without orchestra, costume time shall be one-half hour prior to the call to the stage; make-up/wig time, when necessary shall add an additional one-half (1/2) hour prior to the call to the stage. For orchestra dress rehearsal and performances, the costuming and/or make-up/wig time shall always be one (1) hour prior to the call to the stage. An additional one-half (1/2) hour following dismissal from the stage for the removing of costumes and make-up shall be computed as part of the rehearsal fee. The dismissal time from the stage shall be the final time listed on the season schedule for the close of that rehearsal. When the call for a rehearsal is in excess of one-half (1/2) hour prior to the call to report on stage, it shall also be included in computing the total hours of rehearsal. The provisions of this section may be waived upon application by the EMPLOYER and agreement by AGMA on an individual rehearsal basis.
  - (F) Any CHORISTER who has given birth to a child within one year prior to their engagement shall be entitled to receive one rest period of at least twenty (20) minutes within each rehearsal (which may run concurrently with any other rest period) to be used by the ARTIST to express breast milk.
  - (G) The accrual of time for purposes of this section begins with the call for rehearsal. Breaks shall not be postponed to the end of the rehearsal. Costumes and wig fittings shall not take place during breaks.
- (2) The EMPLOYER agrees that calls for rehearsals for CHORISTERS shall have notification given therefore through the EMPLOYER office not less than one (1) month in advance of each such scheduled rehearsal. The EMPLOYER agrees to submit the rehearsal schedule to AGMA for discussion before distribution to the general membership.
  - (3) All EMPLOYER rehearsals that call for CHORISTERS shall be compensated at the rates set forth in Articles 27(c)(1)(F) and (G) and 27(c)(2)(A) above. Should

any rehearsal, once scheduled as provided herein, be canceled or rescheduled, such cancellation or rescheduling must be made with not less than one (1) week's notice to the appropriate AGMA delegates and staff representatives. An absolute emergency requiring a change in rehearsal schedule of less than one (1) weeks' notice must be negotiated with AGMA before any announcement is made to the membership. For failure to fulfill this notice, the EMPLOYER shall be responsible for the payment to the choristers of the rehearsal fees as originally scheduled. Lateness to rehearsal will be deducted in fifteen (15) minute intervals for pay purposes.

- (4) Any waiver to permit the EMPLOYER to call rehearsals on the day of the performance, or any change in the provisions outlined above must be procured by the EMPLOYER in writing from AGMA.
- (5) It is understood that the acceptance by any CHORISTER of an opera engagement requires the ARTIST's attendance at all rehearsals unless specifically excused by the EMPLOYER and/or the Chorus Master.
- (6) Costume fittings, if required shall be compensated at the regular rehearsal rate. The EMPLOYER will provide a one-half (1/2) hour paid increment for costume fittings during the one and one-half (1 1/2) hour period prior to rehearsal or the one-half (1/2) hour period after rehearsal, but in no event shall the period end after 11:30 p.m. Employer may also call a CHORISTER to a costume fitting not adjacent to a rehearsal call, subject to CHORISTER availability. For any such "stand-alone" costume fitting, CHORISTER will be paid at the regular rehearsal rate, but no less than a minimum of two (2) hours. Any CHORISTER who misses a scheduled costuming will be fitted during rehearsal without any additional pay. It is understood that to ensure privacy, ARTISTS may be fitted for costumes in separate rooms or at separate times.
- (7) All chorus rehearsals shall commence after August 1. Preseason rehearsals may be scheduled with prior approval from AGMA.
- (8) Scheduling of Rehearsals – No more than one weekday rehearsal without orchestra, per production, shall be called before 6:15 p.m., excluding warm-up calls. For the fall festival (excluding shows at the Academy) no more than three weekday off-stage (musical and staging) rehearsals without orchestra, per production, shall be called before 2:00 p.m., with no more than one rehearsal at 2:00 p.m. or earlier occurring per week.
- (9) Starting in the 2024-2025 season, all weekday rehearsals prior to 7:00 p.m. shall be compensated at the overtime rate (i.e., a rehearsal during 6:00-9:00 p.m. will be paid as one (1) hour at the overtime rate and two (2) hours at the regular rate), except the Final Orchestra Dress Rehearsal, for which the EMPLOYER shall have the option of compensating CHORISTERS as if it were a performance at the performance rate.

- (10) Starting in the 2024-2025 season, the EMPLOYER will make best efforts not to schedule Thursday evening rehearsals for CHORISTERS. For the Fall Festival, wherein multiple productions are in rehearsal and performance concurrently, it is understood that Thursday evening rehearsals may be required.
- (11) The EMPLOYER agrees on days of split rehearsals, CHORISTERS will be entitled to meal allowance at a rate equal to twenty-five dollars (\$25.00), payable to the CHORISTERS by direct deposit pursuant to its bi-weekly payroll schedule to compensate for meals and carfare.
- (12) There shall be at least a one-hour break, but no more than two (2) hours, between split rehearsals. The maximum total rehearsal time for days with split rehearsals on other than Monday through Friday workdays shall be nine (9) hours. The maximum total rehearsal time for split rehearsals on Monday through Friday workdays will be six (6) hours except that the EMPLOYER may schedule up to two (2) split rehearsal days of up to nine (9) hours on Monday through Fridays workdays per production and a total of no more than five (5) per season without the need to request a waiver from AGMA. A split rehearsal for a CHORISTER is defined as two periods of rehearsal in one day, each lasting a minimum of two (2) hours. The two (2) rehearsal periods may be either for the same opera or different operas. If either of the two (2) periods exceeds three (3) hours, rehearsal time will be compensated at time and one-half the appropriate hourly rate.
- (13) Holidays. The EMPLOYER will make every effort to avoid rehearsals and performances on holidays or rehearsals during the twenty-four (24) hour period preceding holidays or rehearsals during the weekend when a holiday is part of a three-day weekend. The following designated days will be considered as holidays: New Year's Day, the period commencing with Maundy Thursday continuing through Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, the designated religious holidays of the first two days of Rosh Hashanah, Rosh Hashanah Eve, Yom Kippur, Yom Kippur Eve, Thanksgiving Day, and Christmas Day. The EMPLOYER will give every consideration to avoid rehearsals or performances scheduled on Dr. Martin Luther King, Jr.'s Birthday. The EMPLOYER shall not unreasonably withhold releases for the designated holidays for all rehearsals except orchestra dress rehearsals.
- (14) The EMPLOYER recognizes the artistic benefits of a sitzprobe under certain circumstances. Therefore, the EMPLOYER agrees to listen to and get the input of the chorus regarding the need or desirability of a sitzprobe, whenever necessary, but the final decision with respect thereto shall remain with the EMPLOYER.
- (15) It is agreed that the sign-in sheet for CHORISTERS, DANCERS, and "X" roles shall be duplicate, clear copies. The sign-in sheets or copies shall be furnished to the designated AGMA Delegate(s) at the end of each rehearsal. It is the responsibility of each ARTIST to sign in before the start of each rehearsal.

- (16) The EMPLOYER shall deliver an exact copy of the final payroll tally to the AGMA Delegate(s) with each payroll distribution.
- (17) When a score requires two (2) or more choruses to be utilized and the EMPLOYER requires a chorus to sing in more than one (1) scored chorus, the EMPLOYER acknowledges that such utilization of CHORISTERS may cause extensive vocal fatigue and therefore agrees to meet and confer at AGMA's request concerning the means of maintaining vocal health of the CHORISTERS.
- (18) The EMPLOYER will furnish chorus parts for all operas to be produced, no later than two (2) weeks in advance of the first (1<sup>st</sup>) music rehearsal, in electronic/pdf format, or printed upon request. The EMPLOYER shall provide translations to performing choristers for production not performed in English. CHORISTERS shall be required to return printed scores to the EMPLOYER librarian immediately after the final performance of each production. CHORISTERS failing to return their printed scores shall be charged for them by the EMPLOYER.
- (19) Opera Philadelphia Chorus Members may attend EMPLOYER rehearsals that involve the chorus or are on the main stage.
- (20) The EMPLOYER agrees to be responsible for the rental of a studio for the training of the opera CHORISTERS, to be located in a central site in the EMPLOYER's City of Origination. The EMPLOYER agrees to prepare an addendum to all individual contracts of all CHORISTERS which sets forth the length of rehearsals. The EMPLOYER agrees to schedule not less than three (3) musical rehearsals and one (1) staging rehearsal for any opera. The EMPLOYER agrees to make every effort to avoid scheduling a staging rehearsal before the completion of the musical preparation period. In the event the EMPLOYER finds it necessary to schedule a staging rehearsal before the conclusion of the musical preparation period, memorization shall not be required.

(h) MISCELLANEOUS PROVISIONS

(1) Sounds of Learning

With respect to the EMPLOYER Sounds of Learning In-School Program, it is agreed as follows:

- (A) A maximum of eight (8) hours musical rehearsal and twenty (20) hours of staging rehearsal will be included in the fees. For this consideration, EMPLOYER will guarantee no fewer than ten (10) performances at the rate specified on **Exhibit \_**.
- (B) There shall be no more than two (2) presentations per day.
- (C) There shall be a break of not less than one (1) hour between presentations.

- (D) All performances will be completed within a span of four (4) hours, including travel time.
- (E) Should any Stage Management personnel be employed they will be covered under the terms and conditions applied to the Principal performers.

## V. MEDIA

### **RECORDINGS AND OTHER MEDIA ACTIVITY**

*Revise the current Article 31, PROMOTIONAL RECORDINGS and Appendix A, Multi-Platform Release as follows:*

- (a) General.
  - (1) During the term of this Agreement, the EMPLOYER may create and utilize audio and or audio-visual recordings of rehearsals or performances in which ARTIST appears or in which ARTIST's work, image, voice, or likeness is represented pursuant to the terms set forth in this Article.
  - (2) AGMA does not authorize and ARTISTS do not consent to any recording activity other than that set forth in this Article. However, for recording activity which does not fall within the provisions of this Article, the EMPLOYER may request approval from AGMA and AGMA will consider such request in a timely fashion. AGMA and the EMPLOYER agree that any approved request nonetheless will require ARTIST's consent.
  - (3) To the extent the EMPLOYER can require or control such credit, AGMA and each participating ARTIST in media project will receive name credit in any released or distributed material except when an ARTIST has expressly requested to be omitted from such credit. In addition, the EMPLOYER will make best efforts to tag individual PERFORMING PRINCIPAL ARTISTS on social media when their likeness appears.
  - (4) The EMPLOYER will notify ARTIST that by signing the Individual Artist Agreement, which shall include the language in **Article \_\_\_\_**, ARTIST shall have given consent to the specific activities described in this Article unless otherwise indicated in the ARTIST's Individual Artist Agreement.
  - (5) Prior to the first audio or audio-visual capture for a project, the EMPLOYER shall make best efforts to notify ARTISTS and AGMA of any capture pursuant to this Article no less than one (1) week before the first capture. No recording of any kind (audio and/or visual) shall be made of ARTISTS in rehearsal or performance

without forty-eight (48) hours specific prior written notification to ARTISTS and AGMA except in the case of a promotional opportunity which could not have been reasonably anticipated in which case the notice shall be given as soon as possible.

- (6) In the event that the EMPLOYER proposes to release or distribute any audio or video recording for commercial use, the EMPLOYER shall give timely notice to AGMA, in no event less than thirty (30) days before the release, and reach agreement with AGMA concerning the compensation and other terms and conditions applicable to such release. In no event will the payment to AGMA represented artists be less than the payment to any other person involved with the production.
  - (7) AGMA and participating ARTISTS will be notified of any broadcast or planned usage of their work at least ten (10) days in advance via email.
- (b) Without additional compensation to ARTISTS, the EMPLOYER may cause or allow to be recorded (audio and/or visual) any production in whole or in part. Such recordings may not be sold by Opera Philadelphia. The EMPLOYER will maintain responsibility for the security, control, and any subsequent use of such recordings, and agrees that if any party involved with the production receives additional compensation for the use of such recordings (other than monies received in connection with the EMPLOYER's fund raising, development, and grant satisfaction) ARTISTS will be compensated in accordance with this Agreement, but in no event will the compensation be less than that paid to any other person involved with the production. The EMPLOYER will provide information upon request regarding its intended use of such recordings.
- (c) Without additional compensation to ARTISTS, the EMPLOYER may use any recording of any production, or excerpts therefrom, provided no fee is charged by EMPLOYER for viewing or listening to the recording and no one else involved with the production receives additional compensation, as follows:
- (1) Education and Outreach.
    - (A) The EMPLOYER may use up to thirty (30) minutes of any recording for libraries, workplace gatherings, and not-for-profit organizations for the education and outreach to new audiences (i.e. children, culturally isolated communities, public services). No piece (i.e. aria, chorus, recitative) may be used in its entirety.
    - (B) The EMPLOYER may use any recording, including full performances, on a closed distribution system (such as or similar to Internet 2) for schools for education purposes.
    - (C) The EMPLOYER may use up to thirty (30) minutes of any recording of any production for documentary or educational films, videos, broadcast on local television or radio, or streamed on the EMPLOYER's website for education and outreach to new audiences (i.e. children, culturally isolated

communities, public services). For any non-local release or broadcast which uses more than three (3) minutes, the Employer shall negotiate compensation with AGMA. No piece (i.e. aria, chorus, recitative) may be used in its entirety.

- (2) Local Radio Broadcast. The EMPLOYER may produce two (2) live or tape delayed local radio broadcasts with simultaneous web streaming of each production without additional compensation to ARTISTS provided no one else involved receives additional compensation.
- (3) Archival and Reference Recordings.
  - (A) The EMPLOYER may use any recording, including full performances, for archival purposes.
  - (B) The EMPLOYER may use archival recordings for the study of staging and review by the Stage Director, Conductor, singers, potential co-producers or renting companies or other parties directly involved in production, unless otherwise agreed upon by the EMPLOYER and AGMA.
  - (C) Should there be any EMPLOYER-authorized release, distribution, sale, or any other use made of these “study” tapes, the EMPLOYER agrees to compensate all ARTISTS involved no less than the amount set forth in this Agreement.
  - (D) The following disclaimer shall appear on all tapes:

*This tape was created for the archival record of the physical production only and in no way is intended to represent the creative or artistic talents of the artists involved.*
- (4) News. The Employer may use up to five (5) minutes of any recording for television or radio news or news magazine reports.
- (5) Promotion.
  - (A) For purposes of definition, “promotional”, “promotion” or “promoting” as used in this Article shall mean any “not-for-profit” activity which may enhance the current or future sales, fundraising, reputation, or recognition of the EMPLOYER or its affiliates and for which activity neither the EMPLOYER nor any of its personnel (including stagehands, orchestra, etc.) nor any of its performing artists hired for the ongoing live stage presentation, receives additional remuneration.
  - (B) The EMPLOYER may use any recording, including full performances, for the development of funding and sponsoring Opera Philadelphia. The recording shall bear a digital watermark to prevent it from being copied and shall be marked as not for reproduction or sale. ARTISTS will be

notified and informed of the repertoire to be included before such a recording will be assembled.

- (C) The EMPLOYER may release a one-time non-downloadable scheduled live or pre-recorded webstream on the EMPLOYER's website or other social media outlets under its control, of each of the season's operas for one time only for each production. In addition, one time in each season, with AGMA approval, the EMPLOYER may make available on its website or other social media outlets under its control, for on-demand streaming, for forty-five (45) days, one of the season's operas, without additional payment to the ARTISTS.
  - (D) Each participating ARTIST shall be entitled to access to promotional streaming, or one (1) copy of promotional media product if copies of such media product are ever made available.
  - (E) The EMPLOYER may use up to five (5) 3-minute segments and one (1) 6-minute segment for sole purpose of promoting activities of the EMPLOYER, including but not limited to the EMPLOYER's website, social media, and YouTube.
  - (F) The EMPLOYER may share up to five (5) 3-minute segments with co-producers and renters of the production for the sole purpose of promoting the production.
  - (G) When the third party uses the promotional material as provided in this Article, the EMPLOYER will enter into a written agreement that restricts the rights of the third party to use the recorded product to prevent any unauthorized use.
- (6) Opera on the Mall. The Employer is permitted to record and exhibit one performance per season for viewing on Independence Mall without additional compensation to participating ARTISTS under the following conditions:
- (H) The broadcast is free to the public and no admission is charged;
  - (I) No participating personnel will receive additional compensation for the taping and/or broadcast;
  - (J) Should any participating personnel receive additional compensation, participating AGMA personnel will be compensated in accordance with this Agreement;
  - (K) The AGMA logo and credit will appear on screen at the end of each broadcast and in any printed program materials, should such material be made available to audience.
- (d) Multi-Platform Release

(1) The terms and conditions in this clause will apply to the capture and release of audio and/or audio-visual content exploited in the following audio and audio-visual media:

- National and Foreign Radio;
- Live Audio Recording (including CDs, Downloads, Streaming and other Audio Products);
- Live Audio-Visual Recording (including DVDs, Theatrical Release, Streaming, Downloading and other Non-Television Audio-Visual Products);
- Audio-Visual Educational Releases; and
- Other audio or audio-visual platforms now known or later discovered, approved by AGMA

The EMPLOYER shall pay to all ARTISTS employed for that performance for the rights to license the program for commercial release, fees, terms and conditions commensurate with Appendix A.

(e) The following language must be attached to or included in the ARTIST's Individual Artist Agreement, and such attachment must be in the EMPLOYER's submission of Individual Artist Agreement to AGMA:

*PLEASE TAKE NOTICE:*

*Pursuant to the Collective Bargaining Agreement (Agreement) between American Guild of Musical Artists (AGMA) and Opera Philadelphia (the EMPLOYER), the EMPLOYER may create and utilize audio and/or audio-visual recordings of rehearsals or performances in which ARTIST appears or in which ARTIST's work, image, voice, or likeness is represented. This includes release and distribution of such media by the EMPLOYER for which ARTIST may receive individual name credit, unless ARTIST expressly requests to be omitted from such credit.*

*Unless provided otherwise herein, by signing this Individual Artist Agreement, ARTIST is agreeing to allow certain taping and recording of rehearsal and performance activities, and to release and distributions of such recordings in accordance with the Agreement. Please be certain you are familiar with the terms and conditions of this Agreement between AGMA and MANAGEMENT prior to signing of this Individual Artist Agreement. If you have any questions, please reach out to your AGMA Staff Representatives.*

*ARTISTS will be notified prior to any recording.*

- (f) Recordings permitted by this Article may not be used by the EMPLOYER as evidence in any disciplinary proceeding that affects the status of ARTISTS covered under this Agreement.
- (g) AGMA, ARTISTS, and the EMPLOYER shall cooperate to discourage and/or prevent the creation and/or distribution of unauthorized recordings in whatever manner they may

deem appropriate. AGMA and the EMPLOYER shall work together to aggressively identify and eliminate unauthorized or pirated recordings.

- (h) The EMPLOYER agrees to be responsible for the security and control of all recordings, and the EMPLOYER shall not use recordings produced pursuant to this Agreement for any purpose not expressly set forth in this Agreement (e.g., motion picture soundtracks, commercial announcements/jingles, videogames, etc.).
  - (2) If the EMPLOYER makes use of recordings (or sells, leases, licenses or assigns to any other party the right to use such recordings) for any purpose not expressly set forth in this Agreement without having first entered into agreement with AGMA, it shall pay to all ARTISTS who rendered services 100% of prevailing media rates and benefits in this Agreement.
  - (3) If the EMPLOYER provides content created under this Agreement to any third party (including but not limited to Private, News, or Promotional Uses) and the third party utilizes the content for any purpose other than the authorized purposes, the EMPLOYER, in the absence of having cured the unauthorized use within thirty (30) days of receiving notice regarding the unauthorized use, shall fulfill all conditions required for the use, including but not limited to payment to all ARTISTS who rendered services the prevailing media rates and benefits in this Agreement, up to the amount recovered by the EMPLOYER from the third party.
  - (4) When any third party utilizes content for any purpose not explicitly set forth in this Agreement and the content has not been provided by the EMPLOYER, the EMPLOYER will make financially reasonable efforts to require the third party to, at minimum, cease and desist from such unauthorized use and/or fulfill all conditions required for the use, including but not limited to payment to all ARTISTS who rendered services 100% of prevailing media rates and benefits in this Agreement.
- (i) The total compensation package (inclusive of wages and benefits) paid to members of the orchestra, shall at minimum likewise apply to AGMA ARTISTS for the same media activity, except as specifically provided in **Section E of Appendix A**, Revenue Participation.
- (j) AGMA credit: Every release of product shall in program credits include the following credit in a size and type equal to the credit given to any other union: "This was made possible through the courtesy of the American Guild of Musical Artists, AFL-CIO." In the case of radio broadcasts, such credit will be announced.
- (k) Additional Media.
  - (1) In the event an opportunity arises for ARTISTS to be recorded or for such recordings to be used in audio or audio-visual platforms not covered by this Agreement, the EMPLOYER will notify AGMA in writing and the parties will meet to discuss and agree upon terms for such activity, but in no case shall it be

under terms of compensation less favorable than those for the members of the orchestra.

- (2) Within thirty (30) days of request by the EMPLOYER, AGMA agrees to meet and discuss any other uses of recordings not covered by this Agreement. In the event the EMPLOYER and AGMA cannot reach agreement regarding said use within fifteen (15) days after the meeting, AGMA will expedite the waiver process set forth in Article 3(d) and respond within forty-five (45) days of the waiver request.

(l) Artist Access to Media.

- (1) The EMPLOYER recognizes the value of professional-quality photos and videos to its ARTISTS, and will make best efforts to provide a limited number of photos and videos, if readily available, to ARTISTS whose work is prominently featured for personal and promotional use at no cost, as permitted by its agreements and obligations to other interested parties (i.e., other involved unions and intellectual property rights holders). If providing video capture of a performance or rehearsal shall require the EMPLOYER to engage a third party and/or shall incur unplanned additional cost to the EMPLOYER, the EMPLOYER and the ARTIST shall first agree on the ARTIST's responsibility, if any, in covering such cost.
- (2) When requested by participating ARTISTS in the production, concert, or recording, the EMPLOYER shall, as permitted by its agreements and obligations to other parties, make audio or audio-visual recordings of rehearsals and performances available to the ARTISTS for their Private Use (archival use, personal study, auditions and grant applications), including access to a stream (no downloads or other formats) of such recording via a password protected digital portal, unless otherwise prohibited by the Collective Bargaining Agreement. The EMPLOYER will require any individual who is authorized to receive a copy of and/or digital access to any such audio or audio-visual recordings to sign a Private Use Recording Agreement (Exhibit \_) with the EMPLOYER, warranting that:
  - (A) The individual will not sell, license, copy or distribute the recording in any physical or digital format or use the recording for any purpose other than the approved "Private Use;" and
  - (B) Should any such recording ever be utilized for any other purpose than what is permitted by the Private Use Recording Agreement, the individual shall enter into and fulfill all conditions required by the appropriate agreements including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.
- (3) MANAGEMENT will maintain ongoing discussions with AGMA and notify AGMA of any changes that may provide ARTISTS with greater access to media that can aid ARTISTS in advancement of their careers.

**APPENDIX A**

**MULTI-PLATFORM RELEASE**

**A. Scope**

The terms and conditions in this Appendix will apply to the capture and release of audio and/or audio-visual content exploited in the following audio and audio-visual media:

- National and Foreign Radio;
- Live Audio Recording (including CDs, Downloads, Streaming and other Audio Products);
- Live Audio-Visual Recording (including DVDs, Theatrical Release, Streaming, Downloading and other Non-Television Audio-Visual Products);
- Audio-Visual Educational Releases; and
- Other audio or audio-visual platforms now known or later discovered, approved by AGMA

**B. Rates**

1. For any one production, concert, or performance program, the ARTIST will be entitled to the following level of compensation, depending on their role:

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
<b>PERFORMING PRINCIPAL ARTISTS</b>			
LEADING	\$350.00	\$355.00	\$360.00
FEATURED	\$300.00	\$305.00	\$310.00
SUPPORTING	\$200.00	\$205.00	\$210.00
SOLO BIT	\$175.00	\$180.00	\$185.00
<b>NON-PERFORMING PRINCIPAL ARTISTS</b>			
STAGE DIRECTOR	\$350.00	\$355.00	\$360.00
CHOREOGRAPHER	\$300.00	\$305.00	\$310.00
STAGE MANAGER	\$300.00	\$305.00	\$310.00
ASST. STAGE DIRECTOR	\$300.00	\$305.00	\$310.00
ASST. STAGE MANAGER	\$150.00	\$155.00	\$160.00
<b>DANCERS</b>			
CORPS DANCER	\$150.00	\$155.00	\$160.00
SOLO DANCER	\$200.00	\$205.00	\$210.00

DANCE REPETITEUR	\$185.00	\$190.00	\$195.00
DANCE CAPT. ADDITION	+\$27.50	+\$27.50	+\$27.50
CHORISTERS	\$150.00	\$155.00	\$160.00
CHORUS BIT ADDITION	+\$25.00	+\$25.00	+\$25.00

2. In accordance with this section, this will enable the EMPLOYER to make:

a. Unlimited performance capture of all performances of that program and, where there is to be only one performance of the concert, opera or ballet performance being recorded, the last dress rehearsal;

b. If there are to be multiple performances at different halls, but no more than one performance per hall, then there may be capture for use on recordings either at all performances, or at one performance and the last dress rehearsal for that performance;

c. Exploitation of the captured material in whole, or in single or multiple parts, in any platform covered by this Appendix for the duration of this Agreement and any successor agreements.

d. Compilation projects: the EMPLOYER may make a release under this Article of up to 130 minutes of opera that consists of material compiled from up to four (4) opera programs. For every 10 additional minutes or portion thereof, an additional payment shall be made that is 1/13 of the original up-front payment.

3. Archival Recordings: A Multi-Platform up-front payment will be required for the first release of any material from a program previously captured for archival purposes that has not been previously released under the terms of this Agreement.

### **C. Patch Sessions**

1. A patch session of up to two (2) hours may be held after a live performance of the program being recorded and will be paid in 15-minute increments, at the overtime rehearsal rate.

2. The EMPLOYER may call a special patch session of up to two (2) hours at a time other than immediately after a performance of the recorded program (including a special patch session to make corrections in an archived tape), provided that there is AGMA approval of the scheduling of the session(s). Such patch sessions shall be paid at the overtime rehearsal rate. The minimum call for such a session shall be one half hour.

3. There shall be no discipline of or penalty to any ARTIST who is unable to attend a patch session.

### **D. Ownership and Licensing**

1. Use of the Multi-Platform Release provisions requires the Employer to retain ownership and control of the product.
2. Licensing arrangements are permissible, but the specifics of the license must be disclosed in advance to AGMA and the duration of the standard license period for all audio and audio-visual releases will be limited to no more than five (5) years or until the exploitation stops (e.g. distribution ceases, deletion of the recording from the licensee's catalog, etc.), whichever comes first. With the permission of AGMA, the license period can alternatively be an initial 10 years; subject in all cases only to continued revenue sharing and annual reporting, and a requirement that the Employer's contract with the licensee provide for a termination of the license if the exploitation stops and there is any other material breach of the licensee's obligations. A license may be renewed or extended for additional periods not to exceed five (5) years only upon presentation to AGMA of an accounting of revenue generated by the project to date of the renewal.

## **E. Revenue Participation**

### **a. Revenue Participation for Single Projects**

1. If the EMPLOYER has a revenue sharing agreement with one or more other bargaining units, the ARTISTS' revenue participation shall be 21% of the EMPLOYER's Gross Receipts; otherwise it will be 55% of the EMPLOYER's Gross Receipts.
2. EMPLOYER Gross Receipts shall be the EMPLOYER's gross receipts from exploitation of the project on all platforms, minus the ARTISTS' costs paid by the EMPLOYER for the project and the DIRECT PRODUCTION COSTS associated with the creation of the audio-video capture. When a recording made pursuant to this Agreement is broadcast on radio or television, sold on CDs or DVDs, sold via audio or audio-visual downloads, exploited by other means on the Internet, shown in theaters, or exploited in any other way, the gross receipts to EMPLOYER from the project will include any and all revenue from all such exploitation including license fees, sales, royalties, theatrical release ticket sales, shares of advertising, subscription or other revenue or any other receipts. Gross Receipts subject to Revenue Participation will not include any statutory license fees for digital transmissions, required pursuant to 17 U.S.C. Sec. 114, received by the EMPLOYER or the ARTISTS, whether as a Featured Artist and/or the Copyright Holder of an audio recording, from SoundExchange or other statutory license collection agencies.
3. If the EMPLOYER enters into or renews a licensing arrangement with a third party ("Third Party Licensee") which allows that Third Party Licensee to exploit the recording by entering into direct licenses with music services ("Music Service Licensees") for digital transmissions otherwise eligible for the statutory license pursuant to 17 U.S.C. Sec. 114, where the license between the Third Party Licensee and the Music Service Licensee ("Direct Digital Streaming License") does not provide that 50% of the total royalties and other compensation payable by the Music Service Licensee in respect of the transmissions shall be paid to SoundExchange and passed on to the artists on the recording pursuant to the provisions of 17 U.S.C. Sections 114(g)(B), (C) and (D), then

55% (or 21%, if applicable) of any revenue reported to and received by the EMPLOYER from such licensing arrangement shall be shared from the first dollar with the ARTISTS as part of the revenue sharing package.

4. Allowable ARTISTS and DIRECT PRODUCTION COSTS shall be limited to those required pursuant to this Agreement (e.g. upfront fees) and those incurred in the creation of the audio or audio-video content (e.g., camera direction and operation fees, editing expenses, audio mix and engineering fees). Allowable ARTIST's costs shall not include overhead, allocated staff costs or similar costs to the EMPLOYER. Allowable ARTISTS costs shall be determined by AGMA and the EMPLOYER jointly.

5. There shall be no cross-collateralization among projects.

6. The ARTIST's revenue participation shall be divided evenly among the ARTISTS paid for the project.

b. Revenue Participation Accounting

1. The EMPLOYER shall calculate the Revenue Participation payments due under a. above for each twelve (12)-month period from September 1 to the following August 31 ("Accounting Year") for which it has gross receipts as described above. The calculation shall be reported on a statement provided to each ARTIST, and for AGMA. The payments and the statement shall be due by November 30 immediately following the Accounting Year.

2. For single projects, the statement shall specify the gross receipts to the EMPLOYER from each platform or source for each project, the allowable direct cost deductions for each project, the net earned revenue to the EMPLOYER for each project, the calculation of the ARTISTS' share of the net earned revenue for the project, the number of ARTISTS entitled to Revenue Participation for the project, and the calculation of the individual ARTIST share for the project.

3. Revenue Participation payments shall be due to an ARTIST during their lifetime. After the ARTIST's death, Revenue Participation payments shall be due to the ARTIST's beneficiary for the life of the beneficiary. After the death of the beneficiary, the ARTIST's individual share shall revert to the ARTISTS share of the net earned revenue to be divided by the remaining ARTISTS.

**VI. RATE SHEET**

*SEE ATTACHED.*

The Parties agree to the foregoing terms and conditions and the below individuals have authority to bind their respective party.

For Opera Philadelphia

For American Guild of Musical Artists

\_\_\_\_\_

\_\_\_\_\_

David Devan, General Director & President

Sam Wheeler, National Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

	2023-24	2024-25	2025-26
<b>PERFORMING PRINCIPAL ARTISTS (PER PERF.)</b>			
LEADING	\$ 1,006.71	\$ 1,026.84	\$ 1,057.65
FEATURED	\$ 1,006.71	\$ 1,026.84	\$ 1,057.65
SUPPORTING	\$ 687.33	\$ 701.08	\$ 722.11
SOLO BIT	\$ 292.12	\$ 297.96	\$ 306.90
REHEARSALS (HOURLY)	\$ 37.65	\$ 38.40	\$ 39.55
OVERTIME (HOURLY)	\$ 56.48	\$ 57.60	\$ 59.33
<b>NON-PERF. PRINCIPAL ARTISTS (WEEKLY)</b>			
STAGE DIRECTOR	\$ 1,741.51	\$ 1,776.34	\$ 1,829.63
CHOREOGRAPHER	\$ 1,206.81	\$ 1,230.95	\$ 1,267.88
STAGE MANAGER	\$ 1,600.98	\$ 1,633.00	\$ 1,681.99
ASSISTANT STAGE MANAGER	\$ 1,206.81	\$ 1,230.95	\$ 1,267.88
ASSISTANT DIRECTOR	\$ 1,273.99	\$ 1,299.47	\$ 1,338.45
OVERTIME, PROD. STAGING STAFF (HOURLY)	\$ 56.48	\$ 57.60	\$ 59.33
<b>DANCERS (WEEKLY)</b>			
PERFORMANCE/REHEARSAL WEEK	\$ 1,206.81	\$ 1,230.95	\$ 1,267.88
ADDITIONAL REHEARSALS (HOURLY)	\$ 37.65	\$ 38.40	\$ 39.55
<b>DANCERS (PER PERF.)</b>			
CORPS DANCER	\$ 223.78	\$ 228.26	\$ 235.11
SOLO DANCER	\$ 687.33	\$ 701.08	\$ 722.11
REHEARSALS, CORPS DANCER (HOURLY)	\$ 29.00	\$ 29.58	\$ 30.47
REHEARSALS, SOLO DANCER (HOURLY)	\$ 37.65	\$ 38.40	\$ 39.55
OVERTIME, ALL DANCERS (HOURLY)	\$ 56.48	\$ 57.60	\$ 59.33
DANCE CAPTAIN	\$ 69.23	\$ 70.61	\$ 72.73
FIGURANTE/DANCER SUPERNUMERARY	\$ 40.86	\$ 41.68	\$ 42.93
<b>CHORISTERS (PER PERF.)</b>			
PERFORMANCE	\$ 223.78	\$ 228.26	\$ 235.11
REHEARSALS (HOURLY)	\$ 29.00	\$ 29.58	\$ 30.47
CHORUS/MUTE BIT	\$ 68.25	\$ 69.62	\$ 71.71
CHORISTER SUPERNUMERARY	\$ 40.86	\$ 41.68	\$ 42.93
<b>SOUNDS OF LEARNING</b>			
PRINCIPALS	\$ 227.65	\$ 232.20	\$ 239.17
SECONDARY ROLES	\$ 126.49	\$ 129.02	\$ 132.89
<b>PER DIEM/MEAL ALLOWANCE</b>			
PER DIEM	\$ 163.77	\$ 167.05	\$ 172.06
<b>RUN-OUT / PARTIAL TRAVEL DAY</b>			
BREAKFAST / 9:00 a.m.	\$ 19.41	\$ 19.80	\$ 20.39
LUNCH / 1:00 p.m.	\$ 26.69	\$ 27.22	\$ 28.04
DINNER / 6:00 p.m.	\$ 38.90	\$ 39.68	\$ 40.87
<b>TOTAL RUN-OUT MEAL ALLOWANCE (DAILY)</b>	<b>\$ 85.00</b>	<b>\$ 86.70</b>	<b>\$ 89.30</b>
EARLY MORNING (2:30 a.m.) RETURN	\$ 19.41	\$ 19.80	\$ 20.39