

**AMERICAN GUILD OF MUSICAL ARTISTS
THE OPERA THEATRE OF SAINT LOUIS
MEMORANDUM OF AGREEMENT**

The American Guild of Musical Artists and the Opera Theatre of Saint Louis hereby agree that the terms and conditions in the August 1, 2019 through July 31, 2024 collective bargaining agreement, shall continue in full force and effect for five years through July 31, 2029, subject to the following modifications:

DEI Proposals

AGMA 1. Provide new diversity, equity and inclusion language regarding auditions, policies, training, violations, personal pronouns, stereotypes, and costuming.

9. DIVERSITY, EQUITY AND INCLUSION.

AGMA may represent its members in any dispute which may arise with OPERA THEATRE. OPERA THEATRE shall not dismiss or otherwise penalize any ARTIST for fulfilling his duties or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that OPERA THEATRE has given him notice, or otherwise penalized or discriminated against him for fulfilling his duties, either as a delegate or as an AGMA member, may present his case to AGMA which shall give OPERA THEATRE an opportunity to be heard if it desires to avail itself of this opportunity. 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, he shall be reinstated with back pay from the date of dismissal to date of reinstatement plus any penalty which the arbitrators shall deem appropriate in the circumstances.

(a) OPERA THEATRE agrees not to discriminate against any AGMA member in compensation, performances, engagements, or in its general relationship with any ARTIST because of any such ARTIST's activities on behalf of AGMA.

(b) OPERA THEATRE shall not discriminate against any ARTIST because of race, color, religion, sex, gender, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, gender expression, national origin, disability, age, or genetic information.

(c) No ARTIST will be required to appear in any theater or place of performance where discrimination is practiced, because of race, color, gender, religion, genetic information, national origin, sexual orientation, gender identity, gender expression or any other legally-protected characteristic is practiced against any ARTIST or patron as to admission or seating arrangements.

(d) OPERA THEATRE will conduct auditions and Artist interviews in such a manner as to provide full and fair consideration to Artists without regard to race, color, gender, religion, genetic information, national origin, sexual orientation, gender identity, gender expression or any other legally-protected characteristic. To that end, OPERA THEATRE will post notices of external auditions and hiring opportunities in a broad range of outlets designed to increase the number of traditionally underrepresented Artists in all positions and roles. The list of outlets used

may vary depending on the position. AGMA will assist in identifying appropriate potential outlets for posting. In addition, auditions will be held in premises which are architecturally accessible for performers with disabilities. If auditions cannot be held in premises which are architecturally accessible, OPERA THEATRE will, upon notification by AGMA or by a performer with a disability who wishes to audition, arrange for an appropriate audition facility to accommodate such performers.

(e) Prior to the first rehearsal in the season, OPERA THEATRE will provide a copy of its anti-harassment/anti-racism policy to every Artist, which shall include OPERA THEATRE's process for reporting a violation of the policy and/or mistreatment based on a protected class.

(f) Prior to the first rehearsal in the season, OPERA THEATRE will provide anti-harassment/anti-racism training for all Artists and staff members.

(g) OPERA THEATRE will notify AGMA of any alleged violation of its anti-harassment/anti-racism policy involving an Artist. OPERA THEATRE will inform any Artist who is either a complainant or the accused that they are entitled to AGMA representation before conducting an investigatory meeting with that Artist. Such Artist(s) shall have the right to have an AGMA representative at such investigatory interview(s). Neither the Artist's right to have an AGMA representative present at such interview(s), nor AGMA's right to advise Artist(s) during the course of an investigation, shall interfere with OPERA THEATRE's prompt scheduling of interviews so as to conduct a timely and thorough investigation or otherwise interfere with OPERA THEATRE's right to maintain confidentiality when OPERA THEATRE deems it necessary during the course of an investigation.

(h) OPERA THEATRE shall allow every Artist to select their designated personal pronouns. OPERA THEATRE shall, upon an Artist's request, change all current and going-forward employee records (except for records or third-party forms that, in OPERA THEATRE's discretion, cannot or should not be altered; e.g., EEO reports, or where legal names are required, e.g. payroll records) so that all such records use the names (and/or pronouns when pronouns are used) with which the Artists identifies.

(i) OPERA THEATRE acknowledges the use of make-up with the intent to alter an Artist's ethnicity (for example, blackface, yellowface, etc.) is inappropriate and offensive and is committed to eliminating outdated and offensive stereotypes in its productions.

(j) All wigs, facial make-up (when provided by OPERA THEATRE), body make-up and special makeup must be supplied with awareness/sensitivity regarding skin and hair color and type.

(k) Intentionally flesh-toned garments and shoes (undergarments, ballet slippers, etc.) will be in appropriate color for Artist's skin tone, which may require dyeing or finding suitable alternative items consistent with needs of Artist.

AGMA 2. Engage an Intimacy Coach for nudity or intimate scenes and discuss the need for Intimacy Coaches and Cultural Sensitivity Training and Support in other productions.

In productions with scenes requiring nudity or sexual violence, OPERA THEATRE will engage a qualified Intimacy Coach. In addition, prior to each season, OPERA THEATRE and AGMA shall discuss the need for qualified Intimacy Coaches in other productions as well as cultural intelligence training and support in productions involving sensitive or difficult subject.

AGMA 3. Young Artist Role and Understudy Engagements.

28. YOUNG ARTISTS

(b) SERVICE PROVISIONS FOR YOUNG ARTISTS

1. With the exception of the Young Artist Showcase, Young Artists will not be engaged in more than three productions per season as a performer. Opera Theatre will use best efforts to provide Young Artists with a balanced slate of role and understudy assignments considering the classifications of roles and the Young Artist's responsibilities across the season.

AGMA and Opera Theatre will reopen the contract in July 2025 to review the progress on balanced role and understudy assignments for Young Artists and to discuss and agree upon any necessary changes.

(A) The number of hours of rehearsal and performance for YOUNG ARTISTS shall not exceed thirty-six (36) hours per week and the number of hours of service (inclusive of rehearsals, performance, coaching, fittings, publicity photograph sessions) shall not exceed an average of thirty-six (36) hours per week over the period of the YOUNG ARTIST's engagement. The number of hours for a performance shall be three (3) hours, provided, however, that the number of hours for a performance shall be three and one-half (3½) hours when the YOUNG ARTISTS are required to participate in a pre-curtain performing activity prior to the announced start time of the performance. Further, when the YOUNG ARTISTS are required to engage in such activity during intermissions, the YOUNG ARTISTS shall receive their break prior to the commencement of such activity. For all performances when the YOUNG ARTIST engaged as an understudy is not required to remain at the performance site later than one-half (½) hour after curtain, the YOUNG ARTIST shall be credited for one (1) hour of service.

AGMA 4/5 Young Artist Sing Through and Understudies.

24. GENERAL PROVISIONS AND COMPENSATION FOR ALL ARTISTS

(g) UNDERSTUDIES

(1) Any PRINCIPAL PERFORMING ARTIST, YOUNG ARTIST, or CHORISTER engaged as an understudy shall receive additional compensation, at least equal to the minimum

per performance rate commensurate with the classification of the role as listed in “Schedule C”, for each performance in which the ARTIST sings a role, in addition to the ARTIST’s existing contractual compensation. An understudy shall be engaged for all Principal Performing roles except Solo Bit roles.

(2) There shall be a musical rehearsal for all understudies in the production then present in the city of origination to sing through their understudy roles. When there is no understudy for a Solo Bit Role which either provides cues for other roles or participates in musical ensembles with the other roles, the Solo Bit Principal shall be called to this rehearsal.

(A) In the absence of such understudy(ies), the study cover(s) shall be called to this rehearsal.

(B) OPERA THEATRE shall utilize its best efforts to schedule a musical rehearsal for all understudies prior to the musical rehearsal (sing-through) referred to above.

(C) While Young Artists are expected to have their understudy roles memorized at the start of their engagement, the first Young Artist sing -through for each production shall not be off-book.

(D) Any Young Artist engaged as an understudy for a specific role with fewer than six (6) weeks’ notice will not be required to have the newly assigned understudy role part memorized prior to the first sing through.

(E) Opera Theatre will announce final understudy assignments within one (1) week of the first understudy sing through for the production. After the announcement, any Young Artist not selected as the understudy will be relieved of their understudy responsibilities. Opera Theatre may request the services of the released understudy and the understudy subsequently engaged by mutual agreement.

(F) Opera Theatre will communicate its expectations with respect to the memorization of roles and the dates for understudy sing throughs well in advance of the first rehearsal.

AGMA 6. Discuss Artists engaged as understudies who sing the role receive at least the minimum rate for the role in addition to their contractual compensation.

No Language Changes.

AGMA 7. Allow for a four hour rehearsal for Young Artists up to 2 times per week.

(12) No rehearsal, other than Dress Rehearsals, shall exceed three (3) hours in duration, except that a YOUNG ARTIST may be required to attend a four (4) hour rehearsal up to two (2) times per week. When a YOUNG ARTIST is called to a four (4) hour rehearsal, a two (2) hour rehearsal on the same day can be counted as two (2) hours. A YOUNG ARTIST engaged for more than one (1) production may rehearse more than one (1) production within this three (3) or four (4) hour period provided that the total rehearsal and appropriate travel time does not exceed

three (3) or four (4) hours. For rehearsals exceeding three (3) or four (4) hours duration, YOUNG ARTISTS shall be paid the overtime rate in addition to their regular weekly compensation.

AGMA 8. Allow Young Artists to request additional coaching in excess of the 7 hour limit.

15. DEFINITIONS

(i) COACHING: Coaching is a session involving no more than one (1) ARTIST except that a coaching may include two (2) ARTISTS if one is the STAGE DIRECTOR or conductor. Diction specialist(s) may also attend the coaching. Coachings cannot involve staging or movement and coachings shall not be permitted on free days, two (2) performance days, or during ARTIST's rest periods. On any day on which a coaching occurs, the length of the ARTIST's work day including coaching and all other compensated and uncompensated time shall not exceed seven (7) hours. These provisions apply only with respect to OPERA THEATRE productions. A YOUNG ARTIST may request additional coachings on repertoire determined by the YOUNG ARTIST which shall not count towards the seven (7) hour limit.

AGMA 9. Allow for Understudy staging rehearsals and staging rehearsals for the Young Artist Showcase to be less than two (2) hours.

28. YOUNG ARTISTS

(b) SERVICE PROVISIONS FOR YOUNG ARTISTS

(1)

(B) No rehearsal period shall be deemed to be less than one (1) hour duration for YOUNG ARTISTS rehearsing Principal Roles and three (3) hours in duration for YOUNG ARTISTS rehearsing choruses, dancing, or supernumerary assignments, provided, however, that the rehearsal period for the third (3rd) rehearsal period in any calendar day for the YOUNG ARTISTS rehearsing chorus, dancing or supernumerary assignments may be two (2) hours in duration, and provided further that the rehearsal period for YOUNG ARTISTS performing as CHORISTERS during brush-up rehearsals, as provided for in paragraph 24(c) above, shall be one (1) hour and providing further that an understudy staging rehearsal and staging rehearsal for the Young Artists Showcase may be less than two (2) hours.

AGMA 10. Allow for 15 minutes of break after 90 minutes in 3 hour Principal Staging Rehearsals, including Principal Staging Rehearsals with Young Artists performing principal roles, provided that the rehearsal ends 5 minutes early.

25. SERVICE PROVISIONS FOR PERFORMING PRINCIPAL ARTISTS

(1) During rehearsal sessions, PERFORMING PRINCIPAL ARTISTS shall be allowed uninterrupted rest periods no later than every ninety (90) minutes according to the formula below. All breaks shall be a minimum of ten (10) minutes. For any rehearsals with the orchestra, all Artists shall receive the same breaks as the orchestra. Except for breaks with the orchestra, no Artist can go more than ninety (90) minutes without a break. Any break given after ninety (90) minutes of work shall be at least twenty (20) minutes. However, during a three (3) hour PRINCIPAL ARTISTS staging rehearsal, the break can be fifteen (15) minutes after ninety (90) minutes of rehearsal provided the remaining five (5) minutes shall be taken at the end of the rehearsal. If the Artist must rehearse more than ninety (90) minutes in order to finish an act run, then a full twenty (20) minute break will be taken at the end of said act run. If continuity is broken in the run of the act, an appropriate break shall be taken.

Two (2) hour rehearsals ten (10) minutes of breaks

Three (3) hour rehearsals twenty (20) minutes of breaks

Four (4) hour rehearsals thirty (30) minutes of breaks

Dress Rehearsals shall be excepted, in which case rest periods will coincide with intermissions. If there are no intermissions, then a twenty (20) minute rest period will be given at the conclusion of the run-through of the show (including bows) and before the commencement of any notes or further direction by the STAGE DIRECTOR or Conductor.

28. YOUNG ARTISTS

(b) SERVICE PROVISIONS FOR YOUNG ARTISTS

(10) During rehearsal sessions, YOUNG ARTISTS shall be allowed uninterrupted rest periods no later than every ninety (90) minutes according to the formula below. All breaks shall be a minimum of ten (10) minutes. For any rehearsals with the orchestra, all Artists shall receive the same breaks as the orchestra. Except for breaks with the orchestra, no Artist can go more than ninety (90) minutes without a break. Any break given after ninety (90) minutes of work shall be at least twenty (20) minutes. However, during a three (3) hour PRINCIPAL ARTIST staging rehearsal, the break can be fifteen (15) minutes after ninety (90) minutes of rehearsal provided the remaining five (5) minutes shall be taken at the end of the rehearsal. If the Artist must rehearse more than ninety (90) minutes in order to finish an act run, then a full twenty (20) minute break will be taken at the end of said act run. If continuity is broken in the run of the act, an appropriate break shall be taken.

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Four (4) hour rehearsals thirty (30) minutes of breaks

Dress Rehearsals shall be excepted, in which case rest periods will coincide with intermissions. If there are no intermissions, then a twenty (20) minute rest period will be given at the conclusion of the run-through of the show (including bows) and before the commencement of any notes or further direction by the STAGE DIRECTOR or Conductor.

No notes or Costume changes may occur during breaks. ARTISTS may not travel from one location to another during breaks.

Production Staff Proposals

AGMA 11. Reinstate the overtime increment at equivalent rates for overlapping weeks for ASM and the Resident AD

27. PRODUCTION STAFF

(b) SERVICE PROVISIONS

- (2) ASSISTANT STAGE DIRECTORS, STAGE MANAGERS, and ASSISTANT STAGE MANAGERS shall receive overtime compensation for all hours of rehearsal in any week in excess of fifty-one (51) hours in a week or ten (10) hours in a day. In lieu of such weekly overtime compensation, ASSISTANT STAGE MANAGERS and the RESIDENT ASSISTANT DIRECTOR, engaged for more than one (1) production during the season, will receive the Weekly Overtime Increment. (\$317.98 effective 8/1/2023) during weeks in which the rehearsals for their productions overlap.

AGMA 12. Dropped

AGMA 13. Dropped

General Proposals

AGMA 14. Provide for reimbursement of mileage and lodging expenses for Production Staff who drive.

16. PAYMENT TO ARTISTS

(h) It is OPERA THEATRE's responsibility to provide transportation on behalf of ARTISTS to and from OPERA THEATRE's city of origination and the ARTIST's domicile:

- (2) OPERA THEATRE satisfies this obligation for all other ARTISTS by providing each such ARTIST with a round trip airplane ticket, at the lowest prevailing rate, between the ARTIST's domicile and OPERA THEATRE's city of origination, or the cash equivalent, or

mileage reimbursement up to FIVE HUNDRED DOLLARS (\$500.00) at the then current federal rate provided by OPERA THEATRE as reimbursement for business use of a car, all at the ARTIST's option.

If a Stage Director, Choreographer, or Production Staff member uses their own automobile for transportation, OPERA THEATRE shall reimburse such ARTIST for mileage between their domicile and the city of origination at the then current federal rate and reimburse such Artists for lodging expenses of up to \$100 for each 500 miles of mileage reimbursement.

AGMA 15. Allow Artists to elect to receive a paper check stub showing the amount earned for the payroll period as well as any deductions taken from that amount

No Language Change

AGMA 16. Change the Brush-up time to 7 days

24. GENERAL PROVISIONS AND COMPENSATION FOR ALL ARTISTS

(c) A full brush-up, on the performance stage whenever possible, shall occur prior to a performance of a production which has not been performed for ~~six (6)~~ seven (7) or more days. All ARTISTS appearing in such performance shall participate, provided, however, that the ASSISTANT STAGE DIRECTOR may exclude off-stage CHORISTERS from such brush-up. The minimum call for ARTISTS assigned as CHORISTERS to the production subject to such brush-up may be one (1) hour or the length of the call, whichever is greater. When the brush-up is not on the performance stage and the production includes complicated or difficult sets or staging, in addition to the full brush-up, a brush-up of the difficult or complicated staging shall occur during the warm-up period described in Paragraphs 25(m), 28(b)(11), 29(b)(11) and 30(b)(11) below.

AGMA 17. Delete the Foreign Artist Provision.

~~35. — ENGAGEMENT OF FOREIGN ARTISTS~~

~~The OPERA THEATRE recognizes that the Opera Company is and shall remain a predominantly American organization. All non-leading roles shall be assigned to American ARTISTS unless for extraordinary artistic reasons, the OPERA THEATRE finds it necessary to assign such a role to a foreign ARTIST. The OPERA THEATRE shall continue to have the right to engage foreign ARTISTS of proven distinguished merit and ability for leading roles. The term "foreign ARTIST" as used herein shall mean only a non-resident alien. AGMA agrees that nationality or national origin shall not be a criterion for eligibility for membership in AGMA in the case of an ARTIST's engagement, pursuant to the provisions of this Paragraph; Canadian ARTISTS, for these purposes, shall not be considered "foreign ARTISTS."~~

AGMA 18. Increase all payments made to or on behalf of Artists by 5% in each year of the contract. These include payments in the following sections:

- 22. EXTRA PERFORMANCES AND SERVICES
- 23. PER DIEM COMPENSATION FOR RUN-OUT ENGAGEMENTS AND TOURING
- 24. GENERAL PROVISIONS AND COMPENSATION FOR ALL ARTISTS
- 25. SERVICE PROVISIONS FOR PERFORMING PRINCIPAL ARTISTS

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
	2%	2.5%	3%	3.5%	4%

AGMA 19. Increase payments under the AGMA Retirement Plan Side Letter 1% in the first year of the contract.

During the negotiations for this Agreement, AGMA has asserted and emphasized the value to ARTISTS of the AGMA Retirement Plan. Based upon the representations by AGMA and in the interest of reaching agreement, the parties have agreed to the following participation in AGMA Retirement Plan on a trial basis for the term of this Agreement. For those ARTISTS who are engaged by Opera Theatre, Opera Theatre agrees that it will contribute on behalf of such AGMA employees and, as an administrative matter, will distribute on behalf of such AGMA ARTISTS for whom Opera Theatre reports income to the IRS on IRS form 1099 an amount set forth below per production:

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
% of first \$20,000	6.5%	<u>7.5%</u>	<u>7.5%</u>	<u>7.5%</u>	<u>7.5%</u>	<u>7.5%</u>
Not to exceed	\$1,300	<u>\$1,500</u>	<u>\$1,500</u>	<u>\$1,500</u>	<u>\$1,500</u>	<u>\$1,500</u>

"Gross compensation" shall include talent agent or manager commissions (it being understood that nothing in this Agreement shall be construed as requiring OPERA THEATRE to pay such commission), but excluding travel and per diem payments (as may be required elsewhere in this Agreement) made by OPERA THEATRE. In the event that OPERA THEATRE enters into an agreement for services of an ARTIST (f/s/o Agreement) to be furnished by a "loan out company" (i.e. a corporation which is controlled by an ARTIST and which furnishes the ARTIST'S services to others under an f/s/o Agreement), distribution shall be based on the amount that OPERA THEATRE pays the loan-out company for furnishing the ARTIST'S services, but excluding travel and per diem payments as may be required elsewhere in

this Agreement. This payment must be made no later than the 15th day of the month following the month containing the final performance of the production(s) for which the ARTIST is engaged. For the purpose of this article, "ARTISTS Covered" shall not include any ARTIST already covered by an OPERA THEATRE Health Plan.

AGMA 20 Clarify that the Overtime for Staging Staff after 51 hours of service per week includes one half hour set-up time and half hour report time per day.

27. PRODUCTION STAFF

(b) SERVICE PROVISIONS

(2) ASSISTANT STAGE DIRECTORS, STAGE MANAGERS, and ASSISTANT STAGE MANAGERS shall receive overtime compensation for all hours of rehearsal (including the half (1/2) hour set-up time and half (1/2) hour report time per day) in any week in excess of fifty-one (51) hours in a week.

OTSL 1. Gender Neutral Pronouns. Amend agreement to replace gender-specific pronouns (he/his; she/hers) with gender-neutral pronouns (they/them). [There are more examples of gender specific pronouns, however, the entire list is not included here.]

9. DISCRIMINATION AND SEGREGATION

(a) AGMA may represent its members in any dispute which may arise with OPERA THEATRE. OPERA THEATRE shall not dismiss or otherwise penalize any ARTIST for fulfilling his-their duties or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that OPERA THEATRE has given him-them notice, or otherwise penalized or discriminated against him-them for fulfilling his-their duties, either as a delegate or as an AGMA member, may present his-their case to AGMA which shall give OPERA THEATRE an opportunity to be heard if it desires to avail itself of this opportunity. 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, he-they shall be reinstated with back pay from the date of dismissal to date of reinstatement plus any penalty which the arbitrators shall deem appropriate in the circumstances.

27. PRODUCTION STAFF

(b) SERVICE PROVISIONS

(9) The call for an ASSISTANT STAGE DIRECTOR, STAGE MANAGER, and ASSISTANT STAGE MANAGER shall be one-half (½) hour before his/her their first rehearsal of the day and one-half (½) hour before the first hair and make-up or crew call for each performance or dress rehearsal in which he/she-they are is involved. An ASSISTANT STAGE DIRECTOR's, STAGE MANAGER's, and ASSISTANT STAGE MANAGER's dismissal shall be one-half (½) hour after his/her-their final rehearsal of the day or, if his-their final service of the day is a performance, at the conclusion of said

performance (one-half (½) hour after the conclusion of the performance for the Staging Staff member responsible for preparing the performance report)

OTSL 2. Update language to reflect updated processes of delivering contracts electronically.

Update from “Individual Artist’s Contract” to “Individual Artist Agreement,” reflecting the revised agreement template and title throughout CBA.

12. INDIVIDUAL ARTIST AGREEMENT~~ARTIST'S CONTRACT~~

(b) Individual Artist Agreement ~~Artist's Contracts~~ shall be executed ~~in quadruplicate; and delivery shall be made electronically with one copy to be retained by OPERA THEATRE; one copy delivered to the duplicate by the ARTIST; the triplicate and quadruplicate to be filed with and one copy delivered to~~ AGMA by OPERA THEATRE. AGMA's copies of all Individual Artist's Contracts shall be kept confidential and made available only (1) to the National Executive Secretary~~Director~~, or other officer having equivalent position with AGMA, and (2) when a dispute arises under the contract, and (3) to the AGMA Health and Retirement Fund

OTSL 3. Allow for scratch recordings to be accessible to personnel providing accessibility services.

34. FILMING, BROADCASTING, TELEVISION, ETC

(b) AGMA will permit the OPERA THEATRE to make audio and video recording~~stapes~~ which are marked and restricted for archival and study purposes for the exclusive use of the opera company for restaging and remounting productions. In addition, OPERA THEATRE shall be permitted to make “scratch recordings” for immediate use by performers in scheduled rehearsals during the rehearsal process. Such recordings can only be used by ARTISTS as a supplemental rehearsal aid and not as a substitute for a rehearsal. These recordings cannot be distributed to anyone other than the STAGE DIRECTOR or CHOREOGRAPHER for use during the rehearsal or the DANCE CAPTAIN for use during a brush-up, or individuals who are providing performance or rehearsal accessibility services to OPERA THEATRE or the ARTIST, including audio description and American Sign Language interpretation, for their preparation of services. Such recordings shall be destroyed no later than the last performance of the production. Production Staff Members shall be allowed to secure the recordings between rehearsals and to control the playback of the recording during the rehearsal but shall not be required to run the audio-visual camera when recording such rehearsals. Should there be any release, distribution, sale or any other usage made of these “study,” “archival” or “scratch

recordings”, or should there be distribution by any person who has or has had an employment or agency relationship with the MANAGEMENT, the OPERA THEATRE agrees to compensate all ARTISTS the appropriate prevailing compensation.

OTSL 4. Dropped

OTSL 5. Dropped

OTSL 6. Correct typos.

27. PRODUCTION STAFF

(10) When a STAGING STAFF PRINCIPAL performs as a supernumerary (i.e. in costume) during any performance or dress rehearsal, he shall receive Twenty Dollars (\$20.00) for each such performance or rehearsal in addition to his regular~~ly~~ weekly compensation.

OTSL 7. Update Accommodations to remove telephone access.

36. ACCOMODATIONS

(b) ARTISTS will receive complete information on all housing options including (1) apartments and hotels with their price ranges and available amenities; and (2) complimentary patron housing, if and when available, with pertinent details on amenities (e.g. air conditioning) and restrictions (e.g. pets, smoking). Patron housing by its very nature has limitations, but OPERA THEATRE will not suggest a patron housing situation that does not offer private accommodations, and full cooking facilities, ~~and reasonable telephone access~~. OPERA THEATRE will carefully screen all Patron Housing and solicit feedback from ARTISTS as to the quality of the Patron Housing.

OTSL 8. Add pandemic to reasons for Force Majeure.

40. FORCE MAJEURE

It is agreed that if OPERA THEATRE cannot perform or rehearse because of fire, accident, strikes, riot, acts of God, pandemic, war, acts of terrorism, the public enemy, or if the local police or fire authorities evacuate the premises, or for any other cause of the same general class which could not be reasonably anticipated or prevented, OPERA THEATRE shall notify the ARTIST thereof, in writing, and thereafter the ARTIST shall not be entitled to any compensation for the time during which said services shall not for such reason or reasons be rendered, provided, however, that the ARTIST shall continue to receive per diem, housing, and/or sustenance allotments otherwise provided in this Basic Agreement. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice to the ARTIST, either party may terminate the Standard Artist’s Contract and OPERA THEATRE will pay for all services rendered to date and for transportation back to the ARTIST’s domicile in the event the company is out of town at the time. The term “war” shall not include a war in which the United States of America is not a party, unless such a war between foreign governments affects the United States of America in such a way as to make the execution of this contract

impossible or unfeasible. Should OPERA THEATRE invoke the provisions of this Paragraph because of the war, OPERA THEATRE agrees to give the ARTIST and AGMA at least two (2) weeks prior written notice thereof, and in such case, the Paragraph shall apply only upon the expiration of such notice period.

Provide for a Five Year Agreement

41. TERM OF THIS AGREEMENT

The term of this Agreement shall commence on August 1, 2024 and shall terminate July 31, 2029, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to the minimums contained in such new Agreement as may be entered into between AGMA and OPERA THEATRE for the next succeeding seasons.

This Memorandum of Agreement is subject to ratification by the AGMA Membership.

This Memorandum of Agreement is subject to approval by the AGMA Board of Governors.

This Memorandum of Agreement was executed by the parties on 17/07/24.

AMERICAN GUILD OF
MUSICAL ARTISTS

OPERA THEATRE
OF ST. LOUIS
