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IDnum 217 **Language** English **Country** United States **State** AZ

Union AGMA (American Guild Musical Artists)

Local

Occupations Represented
Musicians, singers, and related workers

Bargaining Agency Arizona Opera Company

Agency industrial classification (NAICS):

71 (Arts, Entertainment, and Recreation)

BeginYear **EndYear**

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Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

**AGREEMENT BETWEEN
THE ARIZONA OPERA COMPANY
AND
AMERICAN GUILD OF MUSICAL ARTISTS, INC.**

THIS AGREEMENT, entered into between the **AMERICAN GUILD OF MUSICAL, ARTISTS, INC.**, 1727 Broadway (at 55th Street), New York, New York 10019-5284 ("AGMA") and the **ARIZONA OPERA COMPANY**, 3501 North Mountain Avenue, Tucson, Arizona 85719 ("EMPLOYER"), shall constitute an agreement between the parties hereto for the work territory, conditions, and wages provided for herein.

**ARTICLE 1
Employees Covered**

EMPLOYER hereby recognizes AGMA as the exclusive bargaining agent for the chorus singers ("CHORISTERS"), except as specifically excluded herein. EMPLOYER and AGMA agree that AGMA represents, for collective bargaining purposes, a majority of the CHORISTERS.

**ARTICLE 2
Application of Benefits**

A. EMPLOYER agrees that the provisions of this Agreement shall apply to and inure to the benefit of all CHORISTERS employed or otherwise engaged by EMPLOYER

B. EMPLOYER agrees that the terms of this Agreement apply only to rehearsals and performances in the United States and Canada and their dependencies or possessions. AGMA and EMPLOYER agree to negotiate terms and conditions, including all terms of engagement, rehearsal, travel and performance in the event

EMPLOYER decides to employ CHORISTERS for an engagement or series of engagements on tour outside of the United States or Canada, and their dependencies or possessions, during the term of this Agreement.

ARTICLE 3 **Exclusions**

Excluded from this Agreement are singers engaged as supplementary chorus, as described in Article 14. Also excluded are all public education and training programs.

ARTICLE 4 **Definitions**

For purposes of this Agreement, and except as provided to the contrary herein, the following terms shall be defined as follows:

A. Advisory Committee. The term "Advisory Committee" shall refer to that committee consisting of the AGMA Delegate or Representative, two CHORISTERS, one from each city of origin, and three representatives of EMPLOYER. The function of the Advisory committee shall be to maintain open communications about problems and find mutually satisfactory solutions. The Advisory Committee shall also plan and organize Chorus Outreach projects. For the life of this Agreement, the Advisory Committee shall meet at least three times per Opera Season: prior to the beginning of the season, mid-season, and at the end of the season, but prior to Chorus auditions. Any three members of the Advisory Committee may call a meeting to discuss specific problems, which meeting shall be attended by all available parties.

B. AGMA Delegate. The term "AGMA Delegate" shall refer to an AGMA Chorister elected by local AGMA members and approved by AGMA as its

representative.

C. AGMA Representative. The term “AGMA Representative” shall refer to a person, other than the AGMA delegate, appointed by AGMA as its representative.

D. Artistic Team. The term “Artistic Team” shall refer to EMPLOYER’S General Director, Principal Conductor, Director of Artistic Administration, Assistant Artistic Administrator, Chorus Director, and Coach/Accompanist.

E. Call Time. The term "call time" shall refer to the time, determined by EMPLOYER, that a CHORISTER must be present to perform a service at the theater or other venue.

F. Call to Places. The term "call to places" refers to that time CHORISTERS are required by EMPLOYER to be on stage for performance.

G. Chorus Secretary. The “Chorus Secretary” is an AGMA chorister appointed by the Advisory Committee for each production. Duties include timekeeping, recording, and liaison with EMPLOYER’S Production and Finance Departments. This is a compensated position.

H. City of Origin. The term "city of origin" is the greater metropolitan areas of EMPLOYER'S principal business locations, Phoenix and Tucson, Arizona. When referring to CHORISTERS, "city of origin" shall mean a chorister's chosen domicile of either Phoenix or Tucson, Arizona.

I. Contract. The term “contract” shall refer to AGMA’S standard Contract for Employment.

J. Costume/Wig Fitting. The term "costume fitting" and “wig fitting” shall refer to services required by EMPLOYER to ensure appropriate fit of costume and wigs for each production.

K. Grievance. The term "grievance" refers to any dispute, claim or difference between the EMPLOYER and a CHORISTER or AGMA arising out of the terms of this Agreement, or any claim by one or more CHORISTER or by AGMA that the EMPLOYER has engaged in improper employment actions, including claims of violations of public policy, or that the EMPLOYER has discriminated or is discriminating against a CHORISTER on the basis of sex (including sexual harassment), age, national origin, race, color, religion, nationality, disability, or sexual orientation, as well as any questions or disputes regarding what constitutes compensable time, hours, work or overtime.

L. Incumbent Chorister. The term "Incumbent CHORISTER" shall refer to those CHORISTERS who attain and maintain core status as set out in Article 12 and/or those CHORISTERS who were engaged by EMPLOYER in its most recent season.

M. Music Rehearsal and Staging Rehearsal. The terms "music rehearsal" and "staging rehearsal" shall refer to preparatory rehearsals. The length of such rehearsals shall be no less than two hours and no more than three hours.

N. Performance. The term "performance" shall refer to a complete run-through of the complete opera with a paying audience, excluding the student dress rehearsal. A performance begins at the call time (one hour prior to call to places) and ends when CHORISTERS are released by EMPLOYER.

O. Service. The term "service" shall refer to any rehearsal or performance, photo opportunity, or costume fitting where a CHORISTER is required to be in attendance at a time scheduled by EMPLOYER.

P. Tech Rehearsal and Dress Rehearsal. The term "tech rehearsal" and "dress rehearsal" shall be defined as services that involve a complete rehearsal run-through of a given opera on the main stage with set, costume, and technical

elements. These services shall be no less than two hours and shall end at the discretion of EMPLOYER.

Q. Theater Authority. The "Theater Authority" is an organization created by the umbrella group to which AGMA belongs, the Associated Actors and Artists of America. The Theater Authority oversees members' performances at charitable events.

R. Wandelprobe and Sitzprobe. The terms "wandelprobe" and "sitzprobe" refer to a musical run-through of a given opera with orchestra and principal artists. The length of these services shall be no less than two hours and no more than three hours, unless the running time of the opera, without breaks, is more than 2 hours, 45 minutes.

ARTICLE 5 **EMPLOYER RIGHTS**

Except as otherwise provided for by any provision of this Agreement, EMPLOYER reserves and retains, solely and exclusively, all of its inherent business and artistic rights, functions and prerogatives as the manager of the business, including EMPLOYER'S right to alter, rearrange, extend, limit or curtail its operations or any part thereof, to decide upon the number of CHORISTERS that may be assigned to any rehearsals or performances or the extent or character of the engagement to be performed.

ARTICLE 6 **AGMA MEMBERSHIP**

~~Were some type of union security provision to become lawful in Arizona~~

prior to the expiration of this Agreement, both parties agree to bargain, upon request of either party, at that time, over a lawful union security clause. Were the parties to reach an agreement over a lawful union security clause at that time, such clause would be incorporated into this Agreement. Any agreement between the parties would not require CHORISTERS to become union members or pay agency fees in order to retain their jobs or other benefits to which they are otherwise entitled, unless required by law. During the term of such bargaining, the parties agree that the provisions of Article 10 would remain in full force and effect at all times.

ARTICLE 7
Conflict of Interest

No officer, trustee, or agent of EMPLOYER and no person who occupies a paid supervisory or paid executive position with AGMA or with EMPLOYER, or who receives compensation from EMPLOYER, and is solely responsible for engaging, casting, or discharging of CHORISTERS, shall act as manager, agent, or personal representative of any CHORISTER or receive any fee, commission or other consideration for services of such character from any CHORISTER.

ARTICLE 8
AGMA Delegates and Representatives

A. AGMA shall notify EMPLOYER, in writing, of the names of the AGMA delegates and/or representatives assigned to EMPLOYER and the specific responsibilities of such delegates and/or representatives. Should the delegate or representative change during the life of this Agreement, AGMA shall identify the new delegate and/or representative to EMPLOYER.

B. An AGMA Representative wanting access to locations where

CHORISTERS are working or are scheduled to work shall request permission for such access from EMPLOYER, in writing, 24 hours in advance. EMPLOYER shall cooperate in these requests whenever possible. EMPLOYER will commit denials of any such access in writing to AGMA. AGMA Delegates may access such locations without notice, provided that he/she does not interrupt the work and follows EMPLOYER'S instructions with respect to more convenient times.

C. If AGMA conducts union meetings scheduled on days of rehearsal or performance and pertaining to AGMA business, they should be scheduled before or after rehearsals or performances so as not to interfere with such services. Union meetings held in a facility of EMPLOYER must end one half hour preceding rehearsal and shall be limited to one half hour after rehearsal. EMPLOYER will endeavor to make a facility available for such meetings if requested and upon availability.

D. The AGMA Delegate or Representative shall at all times have the right to bring matters of health, safety, and hygiene to the attention of EMPLOYER.

ARTICLE 9 **Letter of Security**

EMPLOYER agrees to place a **FIVE THOUSAND DOLLAR (\$5,000)** letter of security with AGMA, provided the form of which is mutually agreed upon at least two weeks prior to the commencement of the season to insure the fulfillment of all EMPLOYER'S obligations under the terms of this Agreement.

ARTICLE 10 **Strikes and Lockouts**

A. Strikes. Under no circumstances will AGMA or any CHORISTERS engage in, cause, or take part in strikes of any type whatsoever against the

EMPLOYER (including any and all work stoppages, slow downs, or sympathy strikes) during the term of this Agreement.

B. Lock-outs. Under no circumstances will EMPLOYER engage in a lockout of the CHORISTERS during the term of this Agreement.

C. Remedies. In the event of a breach of this Article, the parties shall not be required to negotiate on the merits of any dispute which may have given rise to the breach until same has ceased. In the event of a breach of this Article by CHORISTERS, AGMA shall immediately instruct the involved CHORISTERS, in writing, that their conduct is in violation of this Agreement. EMPLOYER shall have all right to discipline, up to and including discharge, any CHORISTER who participates in, induces, or assists any strike of any type whatsoever against EMPLOYER during the term of this Agreement. If any party elects to pursue any remedies available as a result of a breach of the no-strike commitment in any court of competent jurisdiction, the court, and not the arbitrator, shall determine whether or not this Article has been breached. The parties agree that injunctive relief may be granted by a court of competent jurisdiction for a violation of this Article.

ARTICLE 11 **Discrimination and Segregation**

EMPLOYER shall not discriminate against any CHORISTER in compensation, performance, engagements or in its general relationship with any CHORISTER because of any CHORISTER'S activities on behalf of AGMA. Nor shall EMPLOYER or AGMA discriminate against any CHORISTER because of race, color, creed, gender, national origin, age, nationality, disability or sexual orientation. EMPLOYER is an equal opportunity employer.

ARTICLE 12

Core Chorus Status

A. Reasonable Artistic Standards. Chorister's artistic and professional competence shall be evaluated on the basis of his/her work in performances as well as in rehearsals and in his/her chorus auditions.

B. Core Status Requirements. Provided that there are a sufficient number of appropriate roles available during an opera season, Choristers who have fulfilled and maintained the Employers Reasonable Artistic Standards shall be considered to have achieved core status and shall receive offers in successive seasons dependent upon previous productions performed as follows:

<u>Season</u>	<u>Number of Previous Operas Performed</u>	<u>Number of Operas Offered</u>
2000/2001	4 productions in last 2 seasons	2
2001/2002	4 productions in last 2 seasons	3
2002/2003	5 productions in last 2 seasons	3
2003/2004	6 productions in last 2 seasons	3

C. Prior to the issuance of Individual Offers of Employment, a CHORISTER'S availability for specific operas will be determined, and EMPLOYER shall not offer operas for which a CHORISTER has indicated unavailability.

D. EMPLOYER shall provide the AGMA delegate with a copy of the core chorus list prior to the issuance of individual offers of employment.

E. If there are an insufficient number of roles appropriate to a CHORISTER given the standards and limitations above, said CHORISTER will be

considered to have fulfilled the minimum requirement, and shall retain eligibility for core status in successive seasons. To maintain their core status, CHORISTERS must be available for at least the required number of productions the EMPLOYER is required to offer.

F. Should a CHORISTER choose not to accept the operas being offered, EMPLOYER shall have no further responsibility to offer employment for that season.

G. Removal from Core Chorus Status shall be subject to Remedial Audition and Artistic Arbitration procedures.

ARTICLE 13 **Supplementary Chorus**

When EMPLOYER uses a chorus with a total of more than 50 singers under "Individual Offers of Employment", a community or educationally based choir may be used to supplement the chorus provided such choir will be used in no more than 50% of chorus music for such opera and such choir does not replace CHORISTERS in any voice part.

ARTICLE 14 **Employment**

A. Individual Offers of Employment

1. Individual offers of Employment shall be made by EMPLOYER to CHORISTERS between March 1st and June 1st of each calendar year, and a list of all CHORISTERS being sent these offers shall be forwarded to AGMA. Individual Offers of Employment shall specify which operas the EMPLOYER tentatively plans for the season. It is understood that the EMPLOYER may change the operas if

necessary. In the event of a change, new offers of Employment shall be issued to all CHORISTERS who have accepted an Individual Offer of Employment. AGMA and EMPLOYER agree to the minimum number of choristers required for an opera as described in the AGMA document entitled "Classification of Roles".

2. Individual Offers of Employment will be accompanied by a calendar of services showing as accurately as possible the planned dates and times of each service for each opera and its approximate length. The calendar of services is for information only and is not to be confused with employment guarantees.

3. EMPLOYER shall make a best effort to give two weeks notice of cancellation or scheduling changes. In the event EMPLOYER must cancel a scheduled rehearsal, CHORISTERS will be compensated as follows:

(a) When notification of such cancellation is given less than seven (7) days prior to the rehearsal to be canceled, those CHORISTERS who show proof of monetary loss (e.g., by canceled check and statement of services rendered, or by a letter from his/her principal employer) shall be paid for the rehearsal canceled at the rehearsal rate;

(b) When notification of such cancellation is given less than 48 hours prior to the rehearsal to be canceled, all CHORISTERS shall be paid for the rehearsal canceled at the rehearsal rate.

B. Acceptance of Employment

1. Accepted Individual Offers of Employment must be returned by CHORISTERS within three (3) calendar weeks from date of offer.

2. EMPLOYER shall issue a contract to each CHORISTER who accepts an offer of employment, accompanied by a transportation/accommodation form, medical survey form, and dues payment deduction sheet/form to be completed by the CHORISTER. CHORISTERS shall return the signed contract and completed forms

to EMPLOYER as soon as possible, but no later than three (3) calendar weeks from the date of offer.

3. Copies of all signed contracts shall be sent to AGMA, and made available to the AGMA delegate, as soon as possible, but no later than three (3) weeks from the date of receipt. In the case of late replacements in the chorus, copies of signed contracts shall be sent to AGMA, and made available to the AGMA delegate, as soon as possible, but no later than three (3) weeks from the date of signing.

C. Assignment. A CHORISTER'S contract of employment shall not be assigned or transferred.

D. Required Contribution to EMPLOYER

1. No CHORISTER will be solicited or required to make payments or contributions of any kind or nature whatsoever in order to acquire or continue employment by EMPLOYER, or as a condition of acquiring or continuing such employment or any preference in such employment, and EMPLOYER agrees that he will not accept or receive any such payments or contributions.

2. Notwithstanding the above, EMPLOYER may invite a CHORISTER to appear in a benefit or fund-raising activity without compensation upon mutual agreement between EMPLOYER and that CHORISTER and prior approval of the Theater Authority.

ARTICLE 15 **CHORISTER Responsibilities**

A. Attendance

1. It shall be the CHORISTERS responsibility to arrive, sign in and be prepared to begin rehearsals or performances promptly at the times called by the

EMPLOYER. Once a chorister has signed-in he/she shall remain on the premises and shall leave only with specific authorization from EMPLOYER.

2. CHORISTERS shall attend all scheduled rehearsals and performances. At the discretion of the Chorus Director or Stage manager, any CHORISTER who arrives more than 15 minutes late to a rehearsal or performance may be refused permission to participate in, and will not receive compensation for, that rehearsal or performance. In the event, the CHORISTER is permitted to so participate, he/she will be compensated.

3. CHORISTERS will be excused from rehearsals and performances as a result of:

- (a) personal illness;
- (b) illness of a child, parent or mate;
- (c) death of mate, child or parent;
- (d) conflict with CHORISTERS' principal occupation;
- (e) EMPLOYER schedule changes with less than two weeks' notice; and
- (f) Factors beyond the reasonable control of CHORISTER, such as the factors listed in Article 24, paragraph A.

When a CHORISTER exercises his/her rights under this paragraph, EMPLOYER may request verification or explanation.

4. EMPLOYER may approve requests for excused absences for other legitimate reasons on a case-by-case basis. Such requests must be made in advance to the Director of Artistic Administration. These requests shall not be unreasonably denied.

5. Repeated and excessive tardiness or absence from rehearsals may result in progressive discipline. Unexcused tardiness and/or unexcused absences from a performance may be grounds for termination.

B. Change of Appearance Notification. CHORISTERS may be requested by EMPLOYER to grow beards or wear their hair longer than their usual fashion, although compliance is not mandatory. EMPLOYER may request removal of facial hair to maintain artistic or historical integrity of a production. In such case, the EMPLOYER will note such requirements on the CHORISTER's Individual Offer of Employment. A CHORISTER'S refusal to so change his appearance shall not affect core chorus status, but may preclude participation in that production.

C. Musical Preparation. It shall be the responsibility of the CHORISTER to obtain a score, supplied by the EMPLOYER, and prepare themselves as to music and text prior to the first musical rehearsal. Scores will be presented to CHORISTERS in clear and legible condition accompanied, if available, by a cut sheet. All scores will be numbered and assigned to a specific CHORISTER. Scores will be available no less than six weeks prior to the first music rehearsal for each production.

D. Memorization. All music and text shall be memorized by the last music rehearsal with the Chorus Director, prior to the staging rehearsals.

E. Care of Music. CHORISTERS are expected to return all scores and other materials provided by EMPLOYER by the final performance. Loss or damage of the materials will result in the replacement cost of the material, the sum of which shall be deducted from the CHORISTER's last paycheck for that production. Markings may be made only in a soft lead pencil. No highlighters will be used.

F. Department. CHORISTERS are expected to be familiar with, and to comply with, the Chorus Handbook, including all EMPLOYER policies set out therein. The Chorus Handbook will be prepared by EMPLOYER and approved by the Advisory Committee, and all CHORISTERS will be required to affirm that they have read and understood the Chorus Handbook at the time of signing their contract .

ARTICLE 16
Employment Compensation

A. Wages

1. Performance Compensation. Each CHORISTER shall be compensated at the following amounts for any single performance:

<u>2000-2001</u>	<u>2001/2002</u>	<u>2002/2003</u>	<u>2003/2004</u>
101.70	106.07	110.63	115.38

Overtime rates for performances shall begin three and one-half (3-1/2) hours after call to places and shall be payable in 15 minute increments. The hourly overtime rates for performance are as follows:

<u>2000-2001</u>	<u>2001/2002</u>	<u>2002/2003</u>	<u>2003/2004</u>
39.11	40.79	42.55	44.38

2. Rehearsal Compensation. Each CHORISTER shall be compensated at the following amounts per hour of rehearsal or fraction thereof based on a minimum of two (2) hour rehearsal:

<u>2000-2001</u>	<u>2001/2002</u>	<u>2002/2003</u>	<u>2003/2004</u>
10.50	11.00	11.50	12.00

Time over two hours will be paid at the straight time rate in 15 minute increments. However, should EMPLOYER elect to post an end time to rehearsals on the schedule, CHORISTERS called for that rehearsal will be paid for time as posted regardless of whether the time is actually used. Overtime rates for rehearsal shall

begin after three (3) hours of rehearsal time without a lunch or dinner break, or when CHORISTERS are required to rehearse more than six (6) hours in one day, and shall be payable in 15 minute increments. The hourly overtime rates for rehearsal are as follows:

<u>2000-2001</u>	<u>2001/2002</u>	<u>2002/2003</u>	<u>2003/2004</u>
15.75	16.50	17.25	18.00

3. Travel Compensation. CHORISTERS required to travel round-trip between Tucson and Phoenix within a single day for a rehearsal shall, in addition to other compensation, receive four (4) hours straight time rehearsal pay.

4. Compensation for Costume/Wig Fittings. This service shall be compensated at the rate of one (1) hour rehearsal pay rate if CHORISTER is required to appear outside the time of scheduled rehearsals. Should a CHORISTER arrive more than 15 minutes late for a scheduled fitting, or at a time other than the time scheduled, compensation may not be paid at CHORISTER at the discretion of EMPLOYER and depending upon the circumstances.

5. Payment to CHORISTERS

(a) CHORISTERS shall be paid in accordance with the EMPLOYER'S regular payroll, semi-monthly, for all rehearsals and performances. Payroll dates for CHORISTERS will be on the 22nd and 7th for pay periods ending the 15th and last day of the month, respectively.

(b) CHORISTERS may choose to receive their paychecks as follows:

(1) CHORISTERS may arrange for direct deposit, with the advices of deposit mailed to their address of record.

(2) CHORISTERS may pick-up their checks in person at EMPLOYER'S office in their city of origin within 60 days of issue date.

(3) CHORISTERS may arrange for mailing of their checks, with that CHORISTER assuming: (i) the risk of mailing, (ii) the responsibility of ensuring that EMPLOYER has their correct address; (iii) the applicable bank service charge and an administrative fee of \$10 in the event the check is lost in the mail.

(c) CHORISTERS who require re-issue of a paycheck due to loss of check (other than by mailing) or the CHORISTER'S failure to cash the check within 60 days shall be assessed any applicable bank service charge and an administrative fee of \$10.

6. Deductions. Except for those listed below, no other deductions shall be made from any CHORISTER'S compensation.

(a) EMPLOYER will deduct from CHORISTERS compensation applicable state and federal taxes as may be required by law. For purposes of such deductions, travel expenses, meal allowances, and per diem, to the extent provided for in this Agreement shall not be considered part of the gross compensation, and shall not be subject to such deductions.

(b) EMPLOYER may also deduct any monies owed by CHORISTER to EMPLOYER as provided for in this Agreement or any mutually agreed upon amendment to or modification hereto, which deduction shall be adequately explained on the CHORISTER'S pay stub.

(c) Provided that the EMPLOYER has been presented with a current dues deduction agreement form, properly signed and dated by the CHORISTER, the EMPLOYER agrees to deduct from CHORISTERS' gross

compensation of each wage payment, the applicable AGMA dues deductions in effect, and to make corrections when requested by AGMA due to excesses or shortages in such dues deductions. At the time of such remittance, and together therewith, the Arizona Opera Company 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 using the following form:

Social Security #	Name	Gross	Initiation Fee	Basic Dues	Reinstatement Fee	2% Working Dues	Delinquent Working Dues
000-00-0000	AGMA ARTIST	00.00	00.00	00.00	00.00	00.00	00.00

EMPLOYER will not be liable for failure to make a deduction or deductions; however, EMPLOYER will use reasonable care in making such deductions.

B. Transportation

1. EMPLOYER shall provide transportation to Tucson for those CHORISTERS whose city of origin is Phoenix, and to Phoenix for those CHORISTERS whose city of origin is Tucson. EMPLOYER shall provide transportation for CHORISTERS living outside these metropolitan areas provided they travel to the pick-up location.

2. An AGMA representative shall provide EMPLOYER with a list of CHORISTERS who wish to utilize EMPLOYER-provided transportation no later than 30 days prior to the travel date. No alternative transportation compensation shall be provided by EMPLOYER in lieu of the transportation provided by

EMPLOYER. Any CHORISTER who has selected EMPLOYER-provided transportation and changes his/her plans about such selection, shall notify EMPLOYER as soon as possible, but no later than 2 weeks prior to the date of departure. If the CHORISTER'S change of plans results in a financial cost to EMPLOYER (because a van could have been hired rather than a bus), that CHORISTER shall incur a deduction of \$25.00 per round-trip missed, unless the CHORISTER'S failure to use the transportation is excused due to one of the reasons listed in Article 16(a)(3).

C. Housing. EMPLOYER shall provide hotel accommodations in Tucson for those CHORISTERS whose city of origin is Phoenix, and in Phoenix for those CHORISTERS whose city of origin is Tucson. Each CHORISTER shall indicate on his/her transportation/accommodation form whether hotel accommodation will be needed, for which days, and whether a single/double or smoking/nonsmoking room is desired. A CHORISTER'S failure to provide such information shall release EMPLOYER from any duty to make hotel arrangements for the CHORISTER. Those requiring single rooms will be assessed the difference between the single room rate and the double occupancy room rate paid by EMPLOYER, and will have the amount deducted from their performance pay. It shall not be the responsibility of EMPLOYER to make any subsequent changes in hotel accommodations. At least 30 days prior to the first staging rehearsal of each production, an AGMA representative shall provide to EMPLOYER's representative a full rooming list. Any CHORISTER who fails to use the hotel accommodations he/she requested on the aforesaid list shall be responsible for the actual cost incurred for the room reserved, unless excused due to one of the reasons listed in Article 17(a)(3).

D. Meal Allowance. EMPLOYER will supply food or a meal allowance

to CHORISTERS traveling outside their city of origin. Such meal allowance shall be \$31.00 per day, broken down as follows:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
6.50	9.50	15.00

Should these rates be increased in the IATSE and AFofM contracts for the 2003/2004 Season, CHORISTER rates for that Season shall be adjusted accordingly.

E. Parking. EMPLOYER will provide parking for CHORISTERS in their city of origin only. EMPLOYER will arrange for additional security in designated parking lots and between parking lots and the theater.

F. Extra Travel Compensation for Run-Out Engagement. If, on a day of performance or rehearsal, a CHORISTER is required to travel to a destination other than Phoenix or Tucson, a side letter of understanding will be negotiated.

G. City of Origin. At the time they accept EMPLOYER'S Individual Offer of Employment, CHORISTERS shall choose either Phoenix or Tucson as their city of origin for purposes of this Agreement. CHORISTERS wishing to change his/her domicile during the term of this Agreement shall submit a written request to the Director of Artistic Administration specifying the reasons for the request. Such requests shall not be denied arbitrarily.

H. Complimentary and Discounted Tickets. EMPLOYER will make complimentary tickets available to CHORISTERS for performances in which they appear as availability permits. CHORISTERS may buy an unlimited number of tickets for any performance at a 20% discount. Discounted tickets must be purchased at the Arizona Opera Box Office.

ARTICLE 17

Conditions of Employment

A. Rehearsal Conditions. EMPLOYER is cognizant of the value of CHORISTERS' time and, therefore, shall make every effort to end such services by 10:30 p.m., whenever possible. CHORISTERS will be notified prior to signing their contracts of employment when it is anticipated that a particular opera may require that these services be extended beyond 10:30 p.m.

1. No rehearsal shall be held within two (2) hours of the beginning of a performance, with the exception of warm-up. Exceptions to this rule may happen only with the prior approval of the AGMA Delegate.

2. No music rehearsals shall be held during performances for purposes of rehearsing future productions.

3. No music rehearsals will be called on the following dates without prior approval, through AGMA, by the affected CHORISTERS: Thanksgiving Day; December 24 and 25, December 31 and January 1; Easter Sunday; Memorial Day; July 4; Yom Kippur; and Labor Day.

4. There shall be one day per each seven day period in which no rehearsal or performance is scheduled.

5. At music rehearsals, CHORISTERS shall be allowed a ten (10) minute rest period at the conclusion of the first hour after the scheduled start time, and following every subsequent hour. At production rehearsals, CHORISTERS shall be allowed a fifteen (15) minute rest period at the conclusion of the first 90 minutes after the scheduled start time, except in the case of run-throughs dress rehearsals, and performances, when the required rest periods will occur at the conclusions of scenes or at the discretion of EMPLOYER.

6. There shall be no less than a 12 hour gap between rehearsals, with the exception of the Friday night and Saturday morning staging rehearsals and the tech

and dress rehearsals.

7. No combined chorus (Phoenix and Tucson) rehearsal shall begin prior to 7:00 p.m. on a weekday nor prior to 10:00 a.m. on weekends.

B. Safety, Health and Hygiene

1. At the first rehearsal utilizing the scenic setting, whenever a set is deemed ready for use by EMPLOYER'S Technical Director and Stage Manager, CHORISTERS will be allowed to inspect the set for safety and familiarity. At subsequent rehearsals and performances, the AGMA delegate or his/her designee shall inspect the set. Any problems found during any of these inspections shall be corrected before the set is used.

2. After each setting of the stage, it shall be checked for loose nails, splinters, and firmness of sets. EMPLOYER agrees to be responsible for such check and shall instruct the proper persons to eliminate any hazards that may exist. The AGMA delegate or his/her designee may inspect the set after each setting of the stage, providing such inspection is coordinated with the Stage Manager to avoid interrupting the running of the show.

3. It shall be the responsibility of EMPLOYER to maintain a safe and healthy work environment at all times. EMPLOYER must make all CHORISTERS aware of fire exits, fire extinguishers, and other safety devices and resources in each service and rehearsal site. EMPLOYER is responsible for providing a cot and appropriate first aid kit in each service and rehearsal site, and shall disclose their location to the Chorus, the AGMA delegate, and the Chorus secretary. EMPLOYER shall provide access to, and indicate the location of, an emergency telephone for all rehearsals and performances.

4. Tights, stockings, leotards and undershirts provided by EMPLOYER shall be washed prior to each dress rehearsal and performance. If washing is not

possible, clean substitutes for these garments will be supplied.

5. Except for the items in paragraph 4 above, EMPLOYER shall clean all parts of the costume garments worn next to the body prior to their use by CHORISTERS, except if such costume has been used by the same CHORISTER in the preceding performance of the same opera.

6. CHORISTERS shall not wear perfume or cologne at performances or rehearsals.

7. All CHORISTERS are required to wear make-up. If make-up bases supplied by EMPLOYER cause skin problems for a CHORISTER, EMPLOYER shall work with the CHORISTER to supply make-up which can be used without discomfort. No personal make-up may be worn unless specifically approved in advance by EMPLOYER.

C. Costumes

1. Only costumes furnished and/or approved by EMPLOYER may be worn. Costumes include stockings and/or tights, hats, accessories and shoes.

2. Costumes may not be removed from EMPLOYER'S facilities without permission from EMPLOYER.

3. Costumes may not be worn outside the backstage, dressing room or performing areas, except in the immediate vicinity of the theater's loading dock, or as permitted by EMPLOYER.

4. Smoking is not permitted in or around costumes, under any circumstances.

5. Food and drink, except water, may not be consumed by CHORISTER while in costume unless express permission is given by EMPLOYER and costumes are covered.

6. CHORISTERS shall follow the schedule for dressing and make-up set

by EMPLOYER.

7. After removal of costumes CHORISTERS shall hang all costumes on the racks provided by EMPLOYER. All jewelry must be placed in its container and stored with shoes in the assigned "ditty" bag. Laundry shall be placed in containers supplied by EMPLOYER.

D. Make-up and Hair

1. Wigs, hairpieces and make-up will be supplied by EMPLOYER.

Personal wigs or personal hairpieces may only be worn if approved by EMPLOYER in advance.

2. At the start of every season, EMPLOYER will provide each CHORISTER who will perform that season with a make-up kit for his/her separate use. This kit will be the responsibility of the CHORISTER, who shall ensure that it is brought to, and used, at each pertinent rehearsal and all performances. A make-up plot will be provided by the first dress rehearsal by EMPLOYER. Any problems a CHORISTER has related to wearing or applying make-up, wigs, facial hair or hairpieces, must be brought up, and alternative arrangement made with EMPLOYER, at the costume fitting. Should EMPLOYER make any changes to the brand of make-up or adhesives used in application of facial hair, EMPLOYER will arrange to have such new brand available at the costume fitting for CHORISTERS to try.

3. CHORISTERS shall conform to the wig and make-up design as specified by EMPLOYER.

4. CHORISTERS shall apply only their base make-up unless the CHORISTER has received advance permission from EMPLOYER to do otherwise. EMPLOYER will supply staff to complete make-up. If any CHORISTER has a problem with applying the base make-up, instruction will be provided.

5. Unless so instructed by EMPLOYER, CHORISTERS shall not put on or remove any wigs, hairpieces or facial hair. Should a CHORISTER damage any wigs, hairpieces or facial hair in the process of applying or removing such items without EMPLOYER'S permission, that CHORISTER will be charged repair or replacement cost for such items.

E. Rehearsal Rooms, Dressing Rooms, Performance Facilities

1. In each theater where the CHORISTERS perform there shall be a sufficient number of chairs and mirrors (space allowing) in each dressing room, as well as reasonably accessible (and separate) toilet and washing facilities for both men and women.

2. All dressing rooms shall be thoroughly cleaned.

3. Before each staging rehearsal and performance, the stage shall be washed down.

4. EMPLOYER shall make every effort to make rehearsal space as comfortable as possible. Rehearsal space air-temperature shall be maintained between 68 and 80 degrees Fahrenheit and EMPLOYER shall observe all applicable fire code regulations. Rehearsal space shall be adequately ventilated.

ARTICLE 18
Auditions

A. General Auditions

1. There will be chorus auditions annually for the engagement of new CHORISTERS. The EMPLOYER may require incumbent CHORISTERS to re-audition for the purpose of evaluating a CHORISTER's individual performance prior to being offered re-engagement. Re-auditions for the incumbent CHORISTERS will be held no more frequently than every two years except as provided in paragraph B

of this Article.

2. The Chorus auditions will be conducted by at least two members of EMPLOYER'S Artistic Team, including the Chorus Director.

3. An AGMA representative who is not an employee of EMPLOYER may attend chorus auditions. If a non-employee AGMA representative is not available, then an AGMA representative, who is an employee of EMPLOYER, may attend the audition. This latter AGMA representative will be mutually agreed upon by AGMA and the General Director.

4. EMPLOYER reserves the right to consider qualities such as, but not limited to, vocal quality, musicianship, stage deportment, language proficiency, work performance, and level of professional conduct when evaluating a CHORISTER and making a determination about his/her engagement.

5. Within 30 days of an incumbent CHORISTER'S audition date the Director of Artistic Administration will provide that CHORISTER with a written assessment of his/her audition utilizing the criteria set forth in paragraph 4, above. A remedial audition may be scheduled within this 30 day time frame as a result of this assessment.

B. Remedial Auditions

1. A remedial audition may be required of CHORISTERS in need of performance and musical improvement at any time during the Season. In such case, the CHORISTER and the AGMA Delegate will be notified in writing by the General Director. A remedial audition will be scheduled on a date mutually agreed to by the CHORISTER and the General Director. The audition will be scheduled no less than two (2) months and no more than six (6) months after notification.

2. The notification of a need for a remedial audition shall include a statement of EMPLOYER'S determination of the CHORISTER'S material deficiency

in musical performance or material failure to perform at the vocal and artistic level of the CHORUS.

3. Should problems be uncorrected by the time of the remedial audition, EMPLOYER will notify the CHORISTER and the AGMA Delegate in writing that a subsequent remedial audition may be necessary, or that future offers will not be forthcoming. Notice that a CHORISTER will not be re-engaged shall be subject to the Artistic Arbitration process set out in Article 23, paragraph B.

4. AGMA shall have the representation rights set out in paragraph A(3) of this Article.

C. Solo Auditions. For purposes of notification to CHORISTERS who may wish to audition for solo roles, EMPLOYER will give AGMA and CHORISTERS notification of dates and information as to where appointments may be made at the time the General Director sets an audition schedule. CHORISTERS wanting to audition for a role should contact the Director of Artistic Administration. Solo auditions will be conducted by the General Director and at least one other member of the Artistic Staff. AGMA and EMPLOYER agree to the chorus bit classifications described in the AGMA document entitled "Classification of Roles".

ARTICLE 19 **Leaves of Absence**

A. Emergency Leave. Emergency leave shall be granted in the event of a death or critical illness in the Chorister's immediate family (i.e., mate, parent or child.)

B. Sick and Disability Leave. Choristers shall be granted sick leave or disability leave in accordance with the attendance policy set out in Article 16, paragraph A of this Agreement.

C. Sabbatical Leave. A CHORISTER may request a sabbatical leave at the time he/she is offered an Individual Offer of Employment by EMPLOYER. Sabbaticals may be no longer than one 12-month period in length during any contract term, and will not affect the core status of CHORISTER. CHORISTER must inform EMPLOYER in writing of his/her intended return date, and must present himself/herself for all general chorus auditions that are required by EMPLOYER, either at the time of the announced auditions or at a time mutually agreed to by both parties.

ARTICLE 20
Filming, Broadcasting, Television, Etc.

1. EMPLOYER may make audio and video recordings which are marked and restricted to archival and study purposes for the exclusive use of EMPLOYER for the purpose of restaging and remounting opera productions. Should there be any EMPLOYER-authorized release, distribution, sale or any other usage made of these archival tapes, EMPLOYER agrees to notify AGMA and, if necessary, negotiate compensation based on the prevailing applicable minimums for all CHORISTERS involved.

2. EMPLOYER may allow radio and video news or magazine programs to air a maximum of three (3) minutes of video or audio tape of CHORISTERS for publicity purposes. If a CHORISTER is invited to appear as a guest on a "talk show" or the like, the CHORISTER may utilize an insert (3 minutes) where he or she is featured for promotional and publicity purposes.

3. EMPLOYER may produce or allow to be produced for broadcast one (1) live local or one (1) tape delay local radio broadcast (in each city of origin) of each opera, provided no one else normally involved in the performance receives

extra remuneration other than out-of-pocket expenses. In no event may said program be broadcast more than one time or on more than one station in Tucson, Arizona, and one time and one station in Phoenix, Arizona.

4. EMPLOYER may produce or allow to be produced documentaries of CHORISTERS provided the CHORISTERS involved have been informed, through the AGMA Delegate in a timely fashion, of the filming and release of such documentary, and provided that no one else normally involved in the performance receives extra remuneration.

ARTICLE 21 **Progressive Discipline**

A. CHORISTERS may be disciplined for just cause and for any infractions of the terms of this Agreement, unless other remedies are imposed herein. It is the parties intent that progressive discipline be employed so that if possible, problems may be resolved without resorting to termination.

B. EMPLOYER shall issue to a CHORISTER at least one verbal warning and one written warning about the alleged misconduct prior to discharging that CHORISTER, and shall notify the AGMA delegate of all warnings so issued.

C. Notwithstanding the above, a CHORISTER may be summarily discharged for gross misconduct. Gross misconduct includes, but is not limited to, fighting on the job, theft of company property and reporting for work under the influence of alcohol or non-prescribed drugs.

ARTICLE 22 **Artistic and Grievance Arbitration**

A. Limitation of Action. Any grievance by a CHORISTER, the EMPLOYER or AGMA not brought to the attention of EMPLOYER or AGMA

within ten (10) working days (15 days in cases of a pay dispute) after the party bringing the grievance knew or should have known of its occurrence, shall be deemed abandoned and waived.

B. Artistic Arbitration

1. Artistic Arbitration Committee. In the event a CHORISTER with core status receives a notice of non re-engagement, EMPLOYER, upon written demand by AGMA, shall promptly submit the question of the CHORISTER'S material deficiency in musical performance or material failure to perform at the vocal and artistic level of the CHORUS, to an arbitration audition by an Artistic Arbitration Committee of three (3) people, one of whom shall be appointed by EMPLOYER (which appointee shall not be the Chorus Director), one by AGMA, and a third chosen by the two so appointed. The third member shall have recognized judgment in opera chorus requirements and shall serve as Chair of the Committee. The Chair shall be responsible for the conduct of the audition in all respects including communication with the CHORISTER. The chair shall take all possible steps to assure fairness and consistency in the conduct of the audition.

2. Audition Conditions

(a) The audition shall be held at a place satisfactory to AGMA and EMPLOYER. At any such audition, the accompanist shall be mutually agreed upon by AGMA and EMPLOYER, but in no event shall the accompanist be the Chorus Director. All expenses of the hearing or audition shall be shared equally by AGMA and EMPLOYER except any costs attributable to the committee members selected by AGMA and EMPLOYER and any other costs incurred by either party, which shall be their respective responsibility. In any event, EMPLOYER and AGMA shall equally share the expenses of the Committee Chair.

(b) Prior to the arbitration audition, EMPLOYER shall

state in writing the basis upon which the CHORISTER has been rejected. The arbitration audition shall be based on the reasons for rejection stated by EMPLOYER, which must be the same concerns previously expressed to the CHORISTER in the notification of a need for remedial audition required in Article 19, paragraph B(2), which notification will be provided to the Arbitration Committee.

(c) The arbitration audition shall be held within 30 days after receipt of AGMA's demand for arbitration, unless another date is mutually agreed upon, or is necessitated by the schedules of the Arbitration Committee members. If auditions of more than one (1) CHORISTER are being conducted on the same day, there shall be adequate breaks between the auditions. In the event of the illness or incapacity of the CHORISTER, the audition shall take place when the CHORISTER has recovered.

(d) The Chorus Director shall make up to seven (7) musical selections chosen with care and fairness, from music within the CHORISTER'S voice classification and performed by the CHORISTER within the EMPLOYER'S opera repertory from the preceding two (2) years. The Chorus Director shall notify the CHORISTER, the Arbitration Committee, AGMA and EMPLOYER of these selections. The Arbitration Committee shall choose no more than three (3) of the possible seven (7) musical selections for the CHORISTER to sing at the audition. The CHORISTER shall be given seven (7) days to prepare for the audition following notification of the three (3) musical selections.

(e) At the audition, the CHORISTER shall audition individually if EMPLOYER so requests. The CHORISTER may also audition sectionally if AGMA so requests, provided that AGMA arranges to make all or a portion of the section available without additional expense to EMPLOYER. If the

CHORISTER desires to present an aria as a part of the audition, or any other musical material the CHORISTER believes to be relevant, that opportunity shall be made available.

(f) Immediately following the audition, the Committee shall vote by marking a typed secret ballot stating: "Has (name of CHORISTER) established that he/she has satisfactorily overcome EMPLOYER'S reasons for rejection and therefore shall continue as a member of the core chorus of Arizona Opera Company? Yes _____ No _____." Such ballots shall then be opened before a representative of both AGMA and EMPLOYER. The decision of the majority of said Committee shall then be submitted immediately in writing to EMPLOYER and AGMA and said decision shall be final and binding upon AGMA and EMPLOYER. The Chair shall immediately advise the CHORISTER as to the result of the arbitration audition. In the event that the Committee shall determine that the CHORISTER has satisfactorily overcome EMPLOYER'S reasons for rejection, EMPLOYER shall re-engage said CHORISTER.

3. Replacement of CHORISTER. Only in the event of non re-engagement following the procedure set forth in this section may EMPLOYER replace a CHORISTER in a work for which that CHORISTER had been previously engaged.

C. Grievance Arbitration. Grievances other than those involving artistic disputes shall be heard as follows:

1. Preliminary Steps

(a) Step One. Within ten (10) calendar days of notice by the grieving party, the grievance shall first be taken up at a meeting between the CHORISTER involved and his/her immediate supervisor or, in the case of a grievance brought by EMPLOYER between EMPLOYER and the AGMA delegate

or representative. The CHORISTER may have AGMA assistance. If no satisfactory settlement is reached under this step, the grievance shall progress to Step Two.

(b) Step Two. Within five (5) working days from the Step One meeting, the grievance shall be committed to writing and served on either AGMA or EMPLOYER. The written grievance shall specify the claim or the section of the Agreement allegedly violated and the specific reasons and the facts supporting the allegation and the remedy sought. Within five (5) working days following the receipt of the written grievance described herein, the other side shall submit its answer to the grievance, including a reason, if denied.

(c) Step Three. Within ten (10) working days of the Step Two denial, either party may request binding arbitration and simultaneously with the request, the party requesting arbitration shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) Area 46 (AZ, N.M. Southern Cal., Nev.) and who are members of the National Academy of Arbitrators.

2. Arbitration

(a) Within five (5) working days after receipt of the FMCS list, the designated representatives of both EMPLOYER and AGMA shall select an arbitrator by alternatively deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first deletion.

(b) The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on EMPLOYER, AGMA, and the CHORISTER. The arbitrator shall render a decision within 30 days from the date of commencement of the hearing. The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the

arguments presented in the written briefs or oral arguments of the parties. In cases involving disciplinary action, the documentary evidence submitted by EMPLOYER should not be older than 1-1/2 years prior to the disciplinary action in question. The burden of proof in any case shall be determined by the arbitrator.

(c) In the event the arbitrator finds that he has no power to rule on a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

(d) The fees and expenses of the arbitrator shall be borne equally by the parties.

3. Authority of Arbitrator. The arbitrator shall have the authority to decide if EMPLOYER or CHORISTER violated the express terms of this Agreement, or engaged in discriminatory conduct on the bases described in Articles 11 and 12, or violated requirements with respect to compensation, and what the remedy for the violation shall be.

4. Limitations on Arbitrator Authority

(a) The arbitrator shall have no authority to add to, subtract from or modify this Agreement in any way or to rule on any matter except while this Agreement is in full force and effect between the parties.

(b) The arbitrator shall have no authority to base his award on any alleged custom, practice, or understanding which occurred prior to the effective date of this Agreement.

(c) The arbitrator shall have no authority to render a decision or award which grants relief extending beyond the termination date of this Agreement or to grant relief extending more than ten (10) working days prior to the presentation of the grievance.

(d) The arbitrator shall have no authority to hear more

than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding.

5. Limitation on Award. All awards of back wages shall be limited to the amount of wages the CHORISTER would have otherwise earned less any unemployment compensation or any other compensation in mitigation of the work the CHORISTER would have done for EMPLOYER.

D. Time of the Essence. The time limitations required in this Article are intended to be strictly enforced and failure of the parties to enforce them in a particular case shall not affect their application in other cases.

ARTICLE 23 **Miscellaneous Provisions**

A. Force Majeure. It is agreed that if EMPLOYER cannot perform or rehearse because of fire, accident, strikes, riot, acts of God, 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 be anticipated or prevented, EMPLOYER shall notify the appropriate CHORISTERS, in writing whenever possible, and thereafter those CHORISTERS shall not be entitled to any compensation for the time during which for such reason or reasons his/her services are not rendered.

B. Term of Agreement. The term of this Agreement shall be from September 2, 2000 to June 30, 2004. If either party wishes to terminate or modify the Agreement, it shall give notice to that effect to the other not later than 60 days prior to the expiration date of the Agreement.

C. Separability. If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement and it shall not

affect the validity of any other provisions thereof.

D. Successor. This Agreement shall be binding upon and shall inure to the benefit of the signatories hereto and their successors.

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

F. Completeness. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. This Agreement fully and completely incorporates all such understandings and agreements and supersedes all agreements, understandings and practices, oral or written, expressed or implied. Each party entirely and unqualifiedly waives the right to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, unless both parties agree to such "midterm" bargaining or bargaining is mandated by a new statute that becomes effective after the date of this Agreement.

DATED this ____ day of _____ 2000.

AMERICAN GUILD OF
COMPANY
MUSICAL ARTISTS, INC.

THE ARIZONA OPERA

Alan Gordon
National Executive Secretary

David Speers
General Director

Ismael Parra
Steward/AGMA Delegate